

# CITY OF HUNTINGTON PARK

## City Council Agenda Tuesday, January 22, 2013

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

**Andy Molina**  
Mayor

**Elba Guerrero**  
Vice Mayor

**Mario Gomez**  
Council Member



**Ofelia Hernandez**  
Council Member

**Rosa E. Perez**  
Council Member

All agenda items and reports are available for review in the City Clerk's Office and [www.huntingtonpark.org](http://www.huntingtonpark.org). 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.

### **Public Comment**

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

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 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. 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**

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.

### **Consent Calendar**

All matters listed under the Consent Calendar are considered to be routine and will all be enacted by one motion. The City Council Members have received detailed staff reports on each of the items recommending an action. 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.

### **Important Notice**

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at [www.huntingtonpark.org](http://www.huntingtonpark.org). Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

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

Thank you.

**1. INVOCATION**

**2. FLAG SALUTE:**

Rosie Marie Darrett, 4<sup>th</sup> grade student at Lucille Roybal-Allard Elementary School in Huntington Park.

- 3. ROLL CALL:** Mayor Andy Molina  
Vice Mayor Elba Guerrero  
Council Member Mario Gomez  
Council Member Ofelia Hernandez  
Council Member Rosa E. Perez

**4. PRESENTATIONS**

- 4.1 Presentation to student who led the flag salute: Rosie Marie Darrett.**
- 4.2 Presentation to organizations who assisted in the Annual Food and Toy Giveaway events held November 21, 2012 and December 22, 2012 (respectively).**

**5. PUBLIC COMMENTS**

Each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207.

**6. CONSENT CALENDAR**

**OFFICE OF THE CITY CLERK**

- 6.1 Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.**

**FINANCE DEPARTMENT**

- 6.2 Approve Accounts Payable and Payroll Warrants dated January 22, 2013.**

**6. CONSENT CALENDAR - (Continued)**

**PARKS AND RECREATION DEPARTMENT**

**6.3 Agreement with Financial Pacific Insurance Company for the completion of the Salt Lake Park Trail Improvements Phase 1.1. Project.**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

Approve the Takeover Agreement with Financial Pacific Insurance Company for completion of the Salt Lake Park Trail Improvements Phase 1.1. Project.

**END OF CONSENT CALENDAR**

**7. HEARING**

**7.1 Public hearing to consider an Ordinance repealing Title 9, Chapter 5 (Subdivisions) of the Huntington Park Municipal Code in its entirety and establishing Title 10 (Subdivisions) within the Huntington Park Municipal Code.**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Open the public hearing to receive any comments.
2. Close the public hearing and consider staff's analysis.
3. Adopt for first reading Ordinance No. 905-NS an ordinance of the City Council of the City of Huntington Park, California repealing Title 9 (zoning), Chapter 5 (Subdivisions) of the Huntington Park Municipal Code in its entirety and establishing Title 10 (Subdivisions) within the Huntington Park Municipal Code.

## **8. REGULAR AGENDA**

### **FINANCE DEPARTMENT**

#### **8.1 Ordinance relating to rules and regulations for water system service.**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Adopt for second reading Ordinance No. 903-NS an ordinance of the City Council of the City of Huntington Park, California, amending Title 6, Chapter 5, Article 2, Sections 6-5.205 and 6-5.207 of the Huntington Park Municipal Code relating to rules and regulations for water system service.

#### **8.2 Ordinance to change billing method from monthly to bi-monthly billing for Water Department customers.**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Adopt for first reading Ordinance No. 904-NS an ordinance to change billing method from monthly to bi-monthly for water department customers.

### **COMMUNITY DEVELOPMENT DEPARTMENT**

#### **8.3 Award a professional services contract to Primestor Development Inc. to prepare a revitalization strategy for Downtown Huntington Park in connection with the Pacific Boulevard Pedestrian Improvement Project (Metropolitan Transportation Authority 2009 Call for Projects).**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Award a professional services contract to Primestor Development Inc. for an amount not to exceed \$189,000 to prepare a Revitalization Strategy for Downtown Huntington Park.
2. Authorize the City Attorney to prepare a professional services contract.
3. Authorize the City Manager to execute the contract and all related documents.

**9. CITY MANAGER'S AGENDA**

**10. CITY ATTORNEY'S AGENDA**

**11. WRITTEN COMMUNICATIONS**

**12. COUNCIL COMMUNICATIONS**

**12.1 Mayor Andy Molina**

**12.2 Vice Mayor Elba Guerrero**

**12.3 Council Member Mario Gomez**

**12.4 Council Member Ofelia Hernandez**

**12.4-1 Update on status of Warner Theatre.**

**12.5 Council Member Rosa E. Perez**

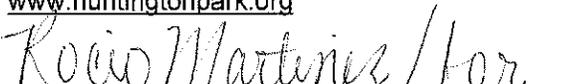
**13. CLOSED SESSION**

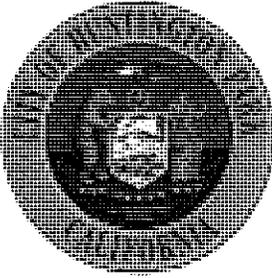
**14. ADJOURNMENT**

**14.1 In memory of Leon Leyson, former teacher at Huntington Park High School and the youngest of the 1,100 Jews saved from the Nazis by Oskar Schindler (Schindler's list).**

**NEXT REGULAR MEETING OF THE  
CITY OF HUNTINGTON PARK CITY COUNCIL  
MONDAY, FEBRUARY 4, 2013 at 6:00 p.m.**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on January 16, 2013 on the bulletin board outside City Hall and available at [www.huntingtonpark.org](http://www.huntingtonpark.org)

  
Rosanna M. Ramirez, City Clerk



# CITY OF HUNTINGTON PARK

Department of Parks and Recreation  
City Council Agenda Report

January 22, 2013

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:

## **TAKEOVER AGREEMENT WITH FINANCIAL PACIFIC INSURANCE COMPANY FOR COMPLETION OF SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the Takeover Agreement with Financial Pacific Insurance Company for completion of the Salt Lake Park Trail Improvements Phase 1.1 project.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City was awarded two grants totaling \$885,000 for the Salt Lake Park Trail Improvements Phase 1 and 1.1 projects. The phase 1 project consisted of a trail and was completed in August 2012. Phase 1.1 of the project includes irrigation improvements at Salt Lake Park. This phase was bid separately and a contract was awarded on June 18, 2012, to America West Landscape, Inc. ("AWL").

AWL commenced work on the project on August 6, 2012. However, beginning on October 3, 2012, AWL failed to appear at the project site and ultimately abandoned the project without notification to the City.

On October 10, 2012, the City Attorney issued a Notice of Breach of Contract to AWL and provided a 30-days' notice to complete the project, per the terms of the contract. AWL failed to respond within 30 days and the City subsequently filed a claim against the performance bond with Financial Pacific Insurance Company ("Surety").

City staff met with the Surety's representative on November 29, 2012, to coordinate the completion of the project. Per the terms of the performance bond, the Surety is obligated to complete the remaining work by retaining a contractor at the Surety's sole cost and expense under a separate agreement to be entered into between the Surety and the contractor.

TAKEOVER AGREEMENT WITH FINANCIAL PACIFIC INSURANCE COMPANY FOR  
COMPLETION OF SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1

January 22, 2013

Page 2 of 3

A Takeover Agreement is required in order for the Surety to complete the remaining irrigation improvements of phase 1.1. A Takeover Agreement between the City and Surety has been drafted pursuant to the City's claim against the performance bond for the project. The terms of the Takeover Agreement obligate the Surety, as the issuer of the performance bond, to complete the public improvements covered by the bond.

**FISCAL IMPACT/FINANCING**

The City allocated \$434,268 in grant funding for the AWL contract. To date, the City has issued no payments to AWL. The terms of the Takeover Agreement obligate the City to pay the balance of the contract sum of \$434,268 to the Surety upon completion of the remaining work. If the balance of the contract sum is entirely expended prior to the completion of the remaining work, the Surety must expend its own funds as necessary to pay for the completion of the work, up to the penal sum of \$434,268.

The project is fully funded by grants from the Rivers and Mountains Conservancy and the U.S. Department of Housing and Urban Development. The funding for this project is budgeted in account no. 212-6010-451.73-10. Grant payments to the city are made on a reimbursement basis.

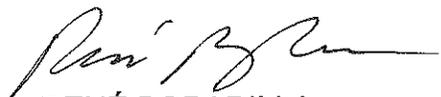
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The default by AWL has caused significant delays in project completion and has negatively impacted the usability of a portion of Salt Lake Park. The Takeover Agreement requires the Surety to enter into an agreement with a contractor to complete the remaining work. Project completion will commence upon the execution of the separate agreement between the Surety and the contractor.

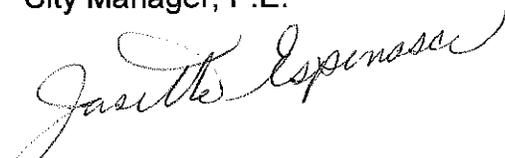
**CONCLUSION**

Please return one signed copy of the Takeover Agreement to the Department of Parks and Recreation and to the City Clerk's Office.

Respectfully submitted,



RENÉ BOBADILLA  
City Manager, P.E.



JOSETTE ESPINOSA  
Director of Parks and Recreation

TAKEOVER AGREEMENT WITH FINANCIAL PACIFIC INSURANCE COMPANY FOR  
COMPLETION OF SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1

January 22, 2013

Page 3 of 3

**ATTACHMENTS**

Attachment A: Takeover Agreement

## TAKEOVER AGREEMENT

### SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1

#### RECITALS

The parties to this Takeover Agreement ("Agreement") are FINANCIAL PACIFIC INSURANCE COMPANY ("Financial Pacific" or "Surety") and the CITY OF HUNTINGTON PARK ("Owner"). This Agreement is effective as of the date last signed by any party ("Effective Date").

A. Owner entered into a Contract (the "Contract") with AMERICA WEST LANDSCAPE, INC. ("America West" or "Principal") for America West to construct certain public improvements for the Salt Lake Park Trail Improvement Phase 1.1 project (the "Project") in accordance with the terms and provisions of the Contract, a copy of the Contract being attached hereto as Exhibit "A" and incorporated herein, including all Contract Documents forming a part of the Contract, as enumerated in the Contract and modifications, amendments and/or changes to the Contract effectuated prior to the Effective Date of this Agreement. References herein to the "Contract" shall be deemed to include references to all modifications, amendments and/or changes to the Contract effectuated prior to the Effective Date of this Agreement.

B. As required by the Contract, Surety issued a Performance and Payment Bonds numbered 54191770 identifying America West as the principal and Owner as the obligee (the "Performance Bond" and "Payment Bond"), each of which are in the Penal Sum equal to the Contract Price under the Contract of Four Hundred and Twenty-Eight Thousand, Four Hundred Ninety Three Dollars and Sixty-One Cents (\$428,493.61). Copies of these Bonds are attached hereto as Exhibit "B" and incorporated herein.

C. Owner alleges that America West is in default of its obligations to construct and timely complete the Project. Pursuant to the Contract and a letter to America West dated October 10, 2012, Owner declared America West in default of the terms of the Contract and terminated America West's rights under the Contract upon 30 days notice. The October 10, 2012, letter is attached hereto as Exhibit "C".

D. By letter dated November 13, 2012, the Owner made demand upon the Performance Bond for Financial Pacific to complete the Project. The demand is attached hereto as Exhibit "D" and incorporated herein.

E. As of the date of America West's termination under the Contract, certain work of America West remain to be performed under the Contract ("Remaining Work").

F. Owner desires to effect the completion of the Contract in order to preserve the work in place and to expedite completion and avoid the delays and inconvenience of re-letting.

G. Surety is willing to exercise its election to complete or to procure the completion of the Contract as a measure of cooperation with the Owner providing Surety can be assured in doing so it will receive the Contract Balance pursuant to the terms of the Contract.

H. Surety desires to arrange for the completion of the Contract and proposes to have the Remaining Work completed by a competent and qualified contractor approved by the Owner.

I. Owner acknowledges that Surety is acting in its capacity as the Performance Bond Surety for Principal in making arrangements for the performance and completion of the Remaining Work.

J. Owner recognizes that, in procuring the completion of the Contract by a completion contractor, Surety has conferred a benefit upon the Owner in return for which Owner shall make payment of all such sums due or to become due under the Contract directly to Surety.

K. Owner has agreed that the remaining Contract Balance from the Contract will be used for the completion of the Project and the Remaining Work subject to the terms and conditions of the Contract.

### AGREEMENT

NOW, THEREFORE, based on the exchange of valuable consideration, including the covenants and conditions of this Agreement, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Agreement, Surety and Owner agree to the following terms and conditions:

### TERMS AND CONDITIONS

1. Recitals. The above Recitals and the Terms and Conditions herein are contractual and not merely recitals and the agreements contained herein and consideration transferred are to satisfy the rights and obligations between Owner and Surety, except as to claims reserved by this Agreement.

2. The Balance of the Contract Sum. Surety will procure the performance of the Remaining Work relying on, among other things, the Owner's representation that any outstanding earned and unpaid Contract Balance shall be paid to Surety. The Owner represents that the Balance of the Contract Sum is as follows:

Contract Price:	\$ 428,493.61
Approved Change Orders:	\$ 5,775.00
<u>Amount Paid to Principal:</u>	<u>\$ 0</u>
"Contract Balance":	\$ 434,268.61

Owner agrees that the Contract Balance is dedicated to and will be paid to Surety for the completion of the Remaining Work pursuant to the terms of the Contract and this Agreement. Financial Pacific expressly reserves the right to verify all Contract fund accountings and to request the appropriate adjustments from Owner and/or its representatives. The Contract Balance shall be increased by the value of future Change Orders subsequently approved by Owner, and decreased by any verifiable offsets, liens, claims, and back charges incurred or accrued by Owner to: (i) secure the Project site, and (ii) pay for the administrative costs, legal fees and expenses representing the amount incurred by the Owner in connection with America West's default and the Financial Pacific's takeover activities, between the period of contract default by America West and the resumption of the project activity by the Completion Contractor.

3. Surety to Perform Remaining Work. Surety shall be responsible for the completion of all Remaining Work in accordance with the Contract. Surety shall perform the Remaining Work through one or more completion contractors (hereinafter "Completion Contractor"), which Surety shall engage pursuant to the terms of a separate agreement. Owner hereby acknowledges that Surety is not acting as a contractor and is not licensed as a contractor in the State of California, and hereby agrees to fully and forever waive and release any and all claims that Owner might allege against Surety on the grounds that Surety is an unlicensed contractor for the work performed pursuant to the Agreement.

4. Owner's Rights and Obligations Under the Contract. Except to the extent provided in this Agreement, Owner shall have all rights, obligations and responsibilities under the Contract with respect to Surety.

5. Owner's Right With Respect to Changes in the Work. Owner reserves the right, to the extent appropriate under the Contract and this Agreement, to issue Change Orders. The terms of these Change Orders, including attendant extensions of time and valuation of Change Order work, shall be determined as provided in the Contract.

6. Schedule for Completion of Remaining Work and New Completion Date. Contemporaneous with Completion Contractor executing a completion agreement between Completion Contractor and Surety, Completion Contractor shall furnish to Owner all insurance certificates and other proofs of insurance required by the Contract, with the exception of a performance bond and a payment bond. Should Surety require Completion Contractor to post bonds, those bonds will be for the benefit of Surety and not the benefit of Owner. The Parties hereto agree that Surety, who will have no employees on the Project, (except for occasional visits) shall have no obligation to furnish any insurance under the Contract. Within five (5) calendar days after receiving proof of insurance required by the Contract, Owner shall give Surety a written Notice to Proceed

with the Remaining Work. Owner and Surety agree that the Remaining Work is to be completed by the date that is 65 calendar days after the Notice to Proceed ("Takeover Completion Date"). Owner agrees to grant to Surety the full benefit of whatever extensions of time and other associated relief, including for excusable delays, which are appropriate under the Contract, with respect to performance of this Agreement. Neither party hereto waives any right it may have or may acquire in the future to claim any delay or liquidated damages with respect to the Takeover Completion Date. Owner acknowledges that the contract between Surety and Completion Contractor will call for the Completion Contractor to coordinate all Project activities with the Owner and/or the Owner's representative and to otherwise conduct itself as if Completion Contractor had a direct contract with the Owner. Surety shall have no responsibility to review or transmit any construction documents between the Completion Contractor and Owner. No party to this Agreement shall look to Surety for any opinion, comment, or position on any of the construction documents generated between the Completion Contractor and the Owner. Surety has no opinion, comment or responsibility for any content of any construction documents between the Completion Contractor and the Owner or the Owner and the Completion Contractor with regard to the Remaining Work under the Contract.

7. Completion Contractor. Surety, in consultation with Owner, will select a Completion Contractor to complete the Remaining Work and enter into a completion agreement within 15 calendar days after the effective date of this Agreement. Completion Contractor shall be a contractor to Surety, and no contractual relationship, pursuant to this Agreement, shall exist between Owner and Completion Contractor. Completion Contractor shall provide all insurance required under the Contract, but shall not be required to provide payment and/or performance bonds, unless requested to do so by Surety. Routine day-to-day operations and decisions as to the manner of performance of the Remaining Work shall be made by the Completion Contractor, subject to the terms and conditions of the Contract, provided, however, that the Completion Contractor has no authority to: (i) agree to any changes in the Contract or Remaining Work; (ii) agree to any Change Orders; (iii) agree to any backcharges or deductions of any nature; (iv) agree to any schedule changes; (v) agree to any adjustments in the Contract amount, Contract Balances, or Remaining Work; or (vi) agree to perform warranty work of the Former Contractor or corrective work as a result of latent defect(s) in the work performed by the America West, without the Surety's prior express written consent which shall be delivered to Owner as a condition precedent to the Completion Contractor's negotiating items (i) through (vi). The Remaining Work shall be subject to inspection and acceptance by the Owner, as provided in the Contract. A copy of all written communication by Owner directed to Completion Contractor shall be forwarded to Surety on a current basis by email to Surety. All communications concerning matters of Contract administration (i.e., contractual or other notices required by law, payments, Change Orders, extensions of time, delays, claims, among other matters) shall be communicated to Completion Contractor only in writing, with a copy forwarded to Surety on a current basis.

8. In the event Completion Contractor is in default under the terms of the Contract, Owner shall give Surety written notice thereof in accordance with the terms and conditions of the Contract.

9. The Completion Contractor, as Surety's representative, is authorized to make all routine day-to-day decisions as to the manner of performance of the Remaining Work of the Contract. Surety reserves the right to terminate the Completion Contractor at any time, but within three (3) calendar days written notice to Owner, and promptly employ any other completion contractor acceptable to Surety and pre-approved by Owner.

10. Except as provided in this Agreement, it is expressly understood that neither Party hereto waives any rights or defenses it or they may have in favor of or against one another or anyone else. It is further expressly understood that Surety does not waive any rights it may have to funds payable under the Contract. Nothing in this Agreement shall prejudice the rights of either Party to seek a judicial or other appropriate determination of its rights or defenses.

11. Payments to Surety. Subject to and as modified by the terms of this Agreement, the Contract Balance shall be paid to Surety in accordance with the terms and conditions of the Contract. All payments due to Surety shall be sent to:

Laurie Hants  
Surety Claims Representative  
Financial Pacific Insurance, a member of United Fire Group  
3880 Atherton Road, Rocklin, CA 95765  
lhants@unitedfiregroup.com  
916-630-3858 direct line  
916-630-3769 direct facsimile

12. Performance Bond Penal Sum. All payments made by Surety under its Performance Bond on the Project that are not offset by payment from Owner to Surety under the Contract and this Agreement will be credited against the penal sum of the Performance Bond. If the Balance of the Contract Sum is entirely expended pursuant to the provisions of this Agreement before the completion of the Remaining Work, Surety agrees to expend its own funds as necessary, not to exceed the penal sum of the Performance Bond, to pay for completion of the Remaining Work. Nothing in this Agreement constitutes a waiver of such penal amount or an increase in the liability of the Surety under the Performance Bond. If, out of its own funds, the Surety either expends, or is committed to expend, the full penal amount of the Performance Bond for any one or more of the following: (i) for construction work completed under the Contract; or (ii) for construction work in progress under the Contract, then the Surety shall have no further obligation of any description to Owner arising out of, or in connection with, the Performance Bond, and Surety's completion of the work, at the Surety's option, will cease. In such case, the Owner will remain obligated to pay Surety all outstanding amounts due under the Contract, or this Agreement, including retention, notwithstanding the Surety ceasing work, subject to the Owner's rights to withhold funds per the Contract and subject to Owner's reservation of all rights set forth herein.

13. Payment Bond and Payment Bond Claims. The Payment Bond shall remain in full force and effect in accordance with its terms and provisions. The total

liability of the Surety under the Payment Bond is limited to and shall not exceed the penal sum of the Payment Bond in the amount of \$428,493.61.

14. No Offsets Against Payments to Surety With Respect to Stop Notices. Owner shall not withhold or seek offset against funds which are due or become due to Surety and which are held in respect of Stop Notices received by Owner upon the Surety's resolution of such Stop Notices or through the issuance of Stop Notice Release Bonds.

15. Satisfaction of Surety's Performance Obligation. Surety's satisfaction of its obligations under the Performance Bond and this Agreement, or Surety's expenditure of the Performance Bond penal amount, whichever comes first, shall satisfy Surety's performance obligations under its Performance Bond and this Agreement. Owner represents that Principal would have been required to complete all of its obligations under the Contract had Principal not been declared to be in default and that, prior to the date of this Agreement, Owner had not made any agreement with Principal that any item of work included in the Contract would not have to be performed. Save and except for those obligations which survive the completion of the Contract, if any such obligations exist, Owner and Surety agree that the satisfactory completion of the Contract, as provided in the Contract documents shall satisfy and discharge Surety's obligations under its Performance Bond and under this Agreement.

16. Notices. All notices and correspondence to Owner, other than routine email correspondence, shall be mailed certified mail, return receipt requested, or overnight mail, with a copy by email to:

Josette Espinosa  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Telephone: (323) 584-6216  
Email: jespinosa@huntingtonpark.org

With copy to:

Todd Litfin, Esq.  
Rutan & Tucker, LLP  
611 Anton Boulevard, Suite 1400  
Costa Mesa, CA 92626  
Telephone: (714) 641-5100  
Email: tlitfin@rutan.com

All notices and correspondence to Surety, other than routine email correspondence, shall be mailed certified mail, return receipt requested, or overnight mail, with a copy by email to:

Financial Pacific Insurance Company

c/o Laurie Hants  
3880 Atherton Road  
Rocklin, CA 95765  
Telephone: (916) 630-3858  
Email: lhants@unitedfiregroup.com

With copy to:

Richard Tropp  
Benchmark Consulting Services, LLC  
2 Venture, Suite 220  
Irvine, CA 92618  
Telephone: (949) 622-0300  
Email: rtropp@benchmark-consulting.com

and

David L. Hughes  
Booth, Mitchel & Strange LLP  
701 South Parker Street Ste. 6500  
Orange, CA 92868  
Cell 714-272-0866  
Email: dlhughes@boothmitchel.com

17. No Third-Party Rights. Nothing in this Agreement shall be deemed to create any rights in favor of, or to inure to the benefit of, any third parties, or to waive or release any defense or limitation against third party claims. All Claims Referred to Surety. Owner recognizes that Surety may be liable to unpaid suppliers and subcontractors of Principal. Other than as required by law, Owner agrees to make no representations or promises of payment to these suppliers and subcontractors and to refer all inquiries to Surety.

18. Surety's Performance Rights Confirmed. Nothing shall limit Surety's rights as a Completing Surety under the Contract and applicable law. Owner hereby recognizes those rights, including the right of equitable subrogation. Further, Owner recognizes Surety's rights as a performing Surety under the Contract, including the right to additional compensation or damages where allowed or appropriate under the Contract or applicable law for claims or matters arising under the Contract or this Agreement. The Owner expressly agrees and acknowledges: (i) that Surety is entering into this Agreement not as a contractor, but as a means of satisfying the Surety's performance bond obligations; (ii) that the Surety will provide to Owner the Completion Contractor, a licensed contractor, to finish the Remaining Work; and (iii) that the Owner hereby forever releases and discharges any and all claims that the Surety is an unlicensed contractor.

19. Agreement Binding on Successors. This Agreement shall be binding upon the successors and assignees of Surety and Owner. Except for work to be completed by the Completion Contractor, Surety shall not assign this Agreement without the written consent of Owner.

20. No Modification Except in Writing. This Agreement cannot be modified except in a writing signed by both Owner and Surety.

21. This Agreement Controls. In case of conflict between the provisions of this Agreement and the provisions of the Contract, this Agreement shall control. Notwithstanding any other provision herein, this Agreement shall not be interpreted to limit any of the Owner's rights under the Contract or the Performance Bond nor shall it be interpreted to limit any of the Surety's rights and defenses whatsoever. Further, this Agreement and the Performance Bond constitute the entire Agreement between Owner and Surety and, together, supersede all prior negotiations, representations, offers, other writings and oral statements of every description.

22. Construction and Application of Law. The Parties stipulate that this Agreement shall not be subject to the rule of construction that a written agreement is construed against the party preparing or drafting that agreement. The Parties also agree that this Agreement and its performance shall be governed by the laws of the State of California.

23. Validity. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the parties, but if for any reason any provision is unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed provision had not been a part of this Agreement. The headings of the Paragraphs are included solely for convenience of reference, and if there is any conflict between such headings and the text of Agreement, the Agreement shall control.

24. No Waiver. The failure of either party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

25. Counterparts/Facsimile. This Agreement may be executed in any number of separate counterparts each of which, when executed and delivered, shall be deemed to be an original with all the counterparts constituting but one and the same instrument with the Effective Date as the date last signed by any party. Additionally, facsimile signature or original signatures transmitted in pdf format by electronic email shall be effective for all purposes.

26. Reservation of Rights. Notwithstanding any contrary statement or provision of this Agreement, nothing contained herein nor any payments made pursuant hereto nor shall any performance hereunder constitute a waiver of any claims by any party to this Agreement.

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

Attorneys' Fees. In the event any action is brought between the parties hereto relating to this Agreement or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs in connection with such action or proceeding.

[SIGNATURES BEGIN ON NEXT PAGE]

WHEREFORE, the Parties have executed this Agreement by their authorized representatives. This Agreement is effective as of the last date written below.

**CITY OF HUNTINGTON PARK**

**FINANCIAL PACIFIC INSURANCE COMPANY**

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

René Bobadilla, City Manager

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Rosanna Ramirez, City Clerk

**APPROVED AS TO FORM**

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

City Attorney, City of Huntington Park

**AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND  
AMERICA WEST LANDSCAPE, INC. FOR THE  
SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1**

THIS AGREEMENT ("Agreement") is made and entered into this 18<sup>th</sup> day of June 2012, between the City of Huntington Park, a municipal corporation (hereinafter referred to as "City"), and America West Landscape, Inc., a California corporation (hereinafter referred to as "Contractor").

**RECITALS**

1. City has invited bids relative to "SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1."
2. Contractor has submitted a proposal for the performance of the work above described and warranted to the City that it is possessed of the skills requisite in order to complete the said project.
3. The City has accepted the proposal submitted by the contractor and authorized the award of the Contract to the contractor.
4. No work, services, material, or equipment shall be furnished under this Agreement unless or until a Notice to Proceed has been given to the contractor by the City. Notice shall be given within ten (10) working days from the date the City accepts the signed Agreement.

**ARTICLE 1. SERVICES TO BE PERFORMED BY CONTRACTOR**

Section 1.01. Scope of Services. In compliance with all terms and conditions of this Agreement and the incorporated terms and conditions of the Request for Proposal and Contractor's proposal, the Contractor shall provide those services specified in the "SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1" (including any and all bid addendums) and Contractor's proposal submitted in response, attached hereto as Exhibit "A" and Exhibit "B" respectively and are incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class companies performing similar work under similar circumstances.

Section 1.02. Compliance with Law. All services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Contractor hereby represents and warrants full compliance with any and all applicable laws including employment and labor laws applicable to the this agreement, including Labor Code Section 1720 et. seq. if applicable. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

Section 1.03. Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties

and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer, as defined in Section 1.06.

#### Contractor In Charge

Section 1.04. Roy Anthony will serve as principal-in-charge of service responsibilities and the event coordinator for all obligations contained herein and will serve as the principal responsible for the management of the Contractor's obligations under this Agreement.

Section 1.05. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder.

Section 1.06. Contract Officer. The Contract Officer shall be the Director of Parks and Recreation of the City of Huntington Park of the City of Huntington Park, or other contract officer as may be designated by the Director of Parks and Recreation of the City of Huntington Park. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder relating to service issues, shall mean the approval of the Contract Officer.

### ARTICLE 2. COMPENSATION FOR SERVICES

Section 2.01. As sole and complete consideration for the services to be performed by Contractor, City agrees to pay Contractor an amount not to exceed \$428,493.61 (Four hundred twenty-eight thousand, four hundred and ninety-three dollars and sixty-one cents).

### ARTICLE 3. OBLIGATIONS OF CONTRACTOR

Section 3.01. Contractor agrees to devote the time and care necessary to perform the services, as described in Article 1 and Exhibits "A" and "B," in a competent and safe manner.

Section 3.02. Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement and as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or shall materially decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated decreased cost related thereto.

Section 3.03. Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years

following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

#### Legal Responsibilities

Section 3.04. Contractor shall secure, pay for and maintain in full force and effect for the duration of this Agreement all required workers compensation insurance and all insurance required herein. In addition, Contractor shall keep itself informed of, and shall comply with, federal, state and local laws and regulations which affect its performance under this Agreement.

Section 3.05. Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense and licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall provide City with proof of licenses, permits and approvals as may be required by law and this Agreement and which are necessary to perform the services described herein, at least fifteen (15) days prior to the commencement of services.

#### Assignment

Section 3.06. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.

### ARTICLE 4. OBLIGATIONS OF CITY

#### Cooperation of City

Section 4.01. City shall cooperate with Contractor to provide any needed access to public facilities for performance of the obligations contained in this Agreement.

### ARTICLE 5. TERMINATION OF AGREEMENT

#### Termination upon Notice

Section 5.01. City may terminate this Agreement with or without cause upon giving a thirty (30) day prior written notice to Contractor. In the event City fails to timely and reasonably cure any noticed breach or default of the terms of this Agreement, Contractor may terminate this Agreement upon giving sixty (60) days prior written notice to City.

#### Termination upon Assignment

Section 5.02. Notwithstanding any other provision of this Agreement, the Agreement shall terminate automatically, without prior notice, upon an assignment in violation of Section 3.06, herein.

### ARTICLE 6. GENERAL PROVISIONS

#### Independent Contractor

Section 6.01. Contractor is and at all times shall remain as to City a wholly independent contractor. Contractor shall not at any time or in any manner become, represent that it or any of its

principals or employees have become, officers, employees or agents of the City. Contractor shall comply with all applicable provisions of the Workers' Compensation Act and Labor Code of the State of California. Contractor shall not have any claim or right to any benefits or privileges available to any employee of the City such as health insurance and any other similar benefit or benefits.

#### Waiver of Breach

Section 6.02. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by either party to this Agreement shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement. No delay or omission of either party to this Agreement in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver or a variation of any of the terms of this Agreement.

#### Indemnity

Section 6.03. Contractor and City agree that City, its employees, agents, attorneys, commissions, boards and elected and appointed officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to Contractor's performance or the terms of this Agreement. Contractor shall indemnify, defend, and hold harmless City, its employees, agents, attorneys, commissions, boards and elected and appointed officials from any and all liability, claims, suits, actions, proceedings, losses, expenses or costs of any kind (including attorney fees and costs) incurred in relation to, as a consequence of or arising out of or in any way related to this Agreement or Contractor's performance under this Agreement.

#### Insurance

Section 6.04. Contractor shall maintain policies of comprehensive public liability and property damage insurance with limits of not less than \$1,000,000 per occurrence. Contractor shall add City, its officers, employees and agents as additional insured on any policy of insurance required under this Agreement. Contractor shall provide City with evidence of the insurance required herein, satisfactory to City, consisting of certificates of insurance that attach separate additional insured endorsement pages (form CG 20 10 11 85) which will state the City of Huntington Park, its officers, employees, and agents as additional insured. Contractor shall provide City with evidence of the insurance required herein at least fifteen (15) days prior to the commencement of services. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City, allow for the application of all coverage available, and require 30 days notice to City by certified mail of any cancellation or reduction in available limits or changes in the terms of coverage.

Contractor and City further agree as follows:

(a) Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

(b) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(c) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(d) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

(e) In the event any policy of insurance required under this Agreement does not comply with these requirements or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

(f) Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement shall in no way waive any right or remedy of City or any additional insured, in this or any other regard.

(g) Contractor agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. Contractor agrees to require that no contract used by any subcontractor, nor any contract Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City will be submitted to City for its review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees.

(h) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

(i) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Section 6.05. Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

Section 6.06. Conflict of Interest. No officer, official, employee, agent, representative, or volunteer of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

Section 6.07. Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### Notices

Section 6.08. Any notice to be given hereunder by either party to the other shall be in writing and affected either by personal delivery, or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the City in care of the City's Director of Parks and Recreation, City of Huntington Park, 6550 Miles Avenue, Huntington Park, California 90255-4393, and to Contractor, in care of Roy Anthony, America West Landscape, Inc., 15086 La Palma Drive, Chino, CA 91710; however, each party may change the address by written notice in accordance with this section. Notices delivered personally will be deemed served as of actual receipt; mailed notices will be deemed served as of the second (2nd) day after mailing.

#### Entire Agreement of the Parties

Section 6.09. This Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor to City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing executed by the parties hereto.

Section 6.10. The covenants and agreements contained herein are binding on the parties hereto, their legal representatives, heirs, successors and assigns. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

Section 6.11. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties in the form of a formal executed written amendment.

Section 6.12. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

Section 6.13. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally

bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Governing Law

Section 6.14. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Attorneys' Fees

Section 6.15. In the event that either of the parties to this Agreement institute any action or proceeding against the other relating to the provisions of this Agreement, then and in that event, the unsuccessful party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and disbursements incurred therein by the prevailing party in addition to any associated award.

Venue

Section 6.16. This Agreement is made, entered into, executed and is to be performed in Huntington Park, Los Angeles County, California, and any action filed in any court for the interpretation or enforcement of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Los Angeles County, California.

EXECUTED in duplicate at Huntington Park, California, on the date and year first hereinabove written.

CONTRACTOR

CITY OF HUNTINGTON PARK



[NAME, Title] Roy Anthony, Vice President  
America West Landscape, Inc.

  
Andy Molina, Mayor

ATTEST:

Rosanna Ramirez / for  
Rosanna Ramirez, City Clerk



IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the 27th day of June, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

America West Landscape, Inc.

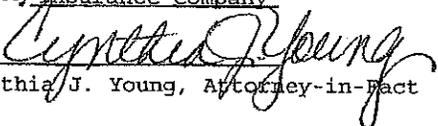
Principal

By

  
Financial Pacific

Surety Insurance Company

By

  
Cynthia J. Young, Attorney-in-Fact

(Attach Acknowledgment for Surety)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino }

On 6/28/2012 before me, Michael Bribiesca Jr. Notary Public  
Date Here Insert Name and Title of the Officer

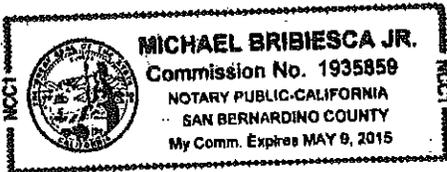
personally appeared Roy Anthony  
Name(s) of Signer(s)

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 \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

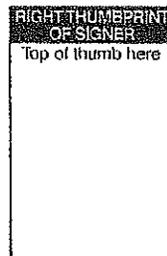
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

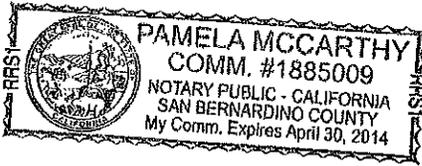
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of San Bernardino } ss.

On June 27, 2012 before me, Pamela McCarthy, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Pamela McCarthy  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

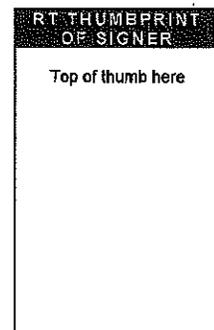
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE      NO 06208  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

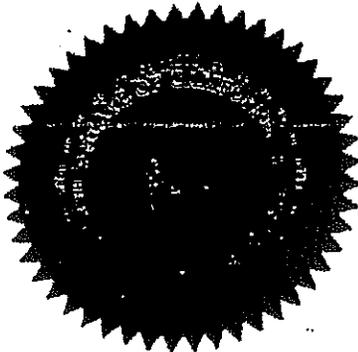
Financial Pacific Insurance Company

of California, organized under the  
laws of California, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous  
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

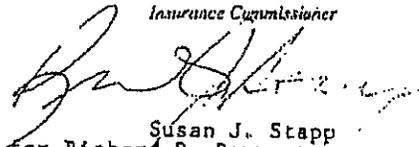
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 25th  
day of May, 2006, I have hereunto  
set my hand and caused my official seal to be affixed this  
25th day of May, 2006.



John Garamendi  
Insurance Commissioner

By

  
Susan J. Stapp  
for Richard D. Baum  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# LIMITED POWER OF ATTORNEY

## Financial Pacific Insurance Company

BOND NUMBER 54191770

POWER NUMBER 916359

PRINCIPAL America West Landscape, Inc.

PENAL SUM \$428,493.61

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

**Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, Cynthia J. Young**  
its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect: **Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to \$1,500,000.00**

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

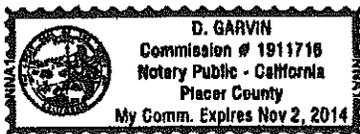
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 9th of December 2010.



STATE OF CALIFORNIA, COUNTY OF PLACER

On this 9th of December, 2010 before me, Debra Gavin, Notary Public, personally appeared Edward J. Paoletti and John R. Hollingshead, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

  
Debra Garvin, Notary Public

### CERTIFICATE

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Signed and sealed at Placer, this 27th day of June, 2012

  
John R. Hollingshead, Secretary

**SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1**

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL BY THESE PRESENT:

WHEREAS, the City of Huntington Park, County of Los Angeles, State of California, has awarded to America West Landscape, Inc. hereinafter designated as the "Principal", a contract to perform all work described as "SALT LAKE PARK TRAIL IMPROVEMENTS PHASE 1.1" together with appurtenances thereto on June 18, 2012 and

WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of his or her or its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or equipment used in, upon, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we America West Landscape, Inc. as Principal, and Financial Pacific Insurance Comany as Surety, are held and firmly bound unto the City of Huntington Park, Huntington Park, California, hereinafter called the "City", in the penal sum of one hundred percent (100%) of the Principal's bid, dollars (\$428,493.61), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal, his or her or its heirs, executors, administrators, successors, or assigns, jointly, severally and firmly shall fail to pay for any materials, provisions, provender, or other supplies or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or fails to pay any of the persons filing stop notices or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal pursuant to Section 13020 et seq. of the California Unemployment Insurance Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed there under shall in any way affect its obligations on this bond and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of work to be performed there under.

Notices, papers, and other documents required by Part 2, Title 14, Chapter 2 of California Code of Civil Procedure, or by any other law, regulation, or requirement of the contract may be served upon Principal at this address: 15086 La Palma Dr., Chino, CA 91710, and upon Surety at this address: 3880 Atherton Rd., Rocklin, CA 95765.

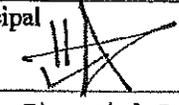
In the event that any action or proceeding is brought to enforce, construe or interpret any right created by this Labor and Material Payment Bond, the prevailing party in such action or proceeding shall be entitled to, in addition to any other relief granted by the court or other judicial body, its reasonable attorneys' fees, expenses and costs incurred in the action or proceeding.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named,

under penalty or perjury, on the 27th day of June, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

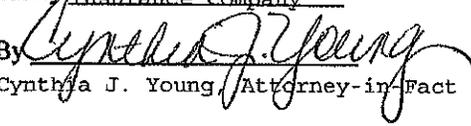
America West Landscape, Inc.

Principal

By 

Financial Pacific

Surety Insurance Company

By 

Cynthia J. Young Attorney-in-Fact

(Attach Acknowledgment for Surety)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Bernardino }

On 6/28/2012 before me, Michael Bribiesca Jr. Notary Public  
Date Here Insert Name and Title of the Officer

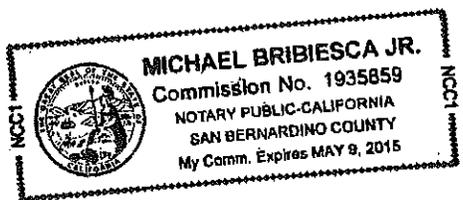
personally appeared Roy Anthony  
Name(s) of Signer(s)

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/har/their authorized capacity(ies), and that by his/har/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 \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

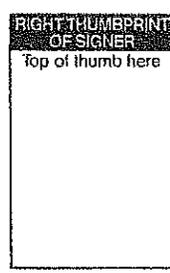
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



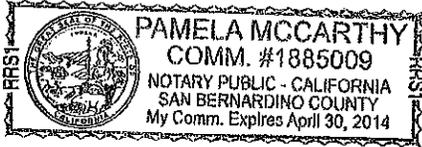
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of San Bernardino } SS.

On June 27, 2012 before me, Pamela McCarthy, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

*Pamela McCarthy*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

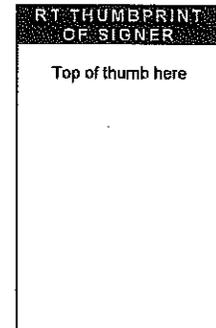
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE      NO 06208  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

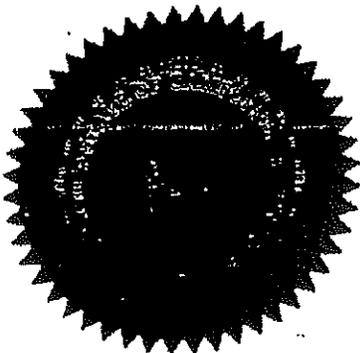
Financial Pacific Insurance Company

of California, organized under the  
laws of California, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous  
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 25th  
day of May, 2006, I have hereunto  
set my hand and caused my official seal to be affixed this  
25th day of May, 2006



John Garamendi  
Insurance Commissioner

By

  
Susan J. Stapp  
for Richard D. Baum, Deputy  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# LIMITED POWER OF ATTORNEY

## Financial Pacific Insurance Company

BOND NUMBER 54191770

POWER NUMBER 916370

PRINCIPAL America West Landscape, Inc.

PENAL SUM \$428,493.61

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

**Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, Cynthia J. Young**  
its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect: **Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to \$1,500,000.00**

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 9th of December 2010.

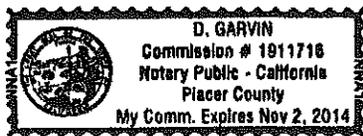


*[Handwritten signature]*

*[Handwritten signature]*

STATE OF CALIFORNIA, COUNTY OF PLACER

On this 9th of December, 2010 before me, Debra Gavin, Notary Public, personally appeared Edward J. Paoletti and John R. Hollingshead, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



*[Handwritten signature]*  
Debra Garvin, Notary Public

### CERTIFICATE

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Signed and sealed at Placer, this 27th day of June, 2012

*[Handwritten signature]*  
John R. Hollingshead, Secretary



# LEAL TREJO

ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION

H. FRANCISCO LEAL  
WILLIAM J. TREJO  
SANDRA J. GARCIA  
DAVID J. ALVAREZ  
MICHAEL E. WOLFSOHN  
JENNIFER A. WILLIAMS  
WENDY Y. TSENG

3767 WORSHAM AVENUE  
LONG BEACH, CALIFORNIA 90808  
(213) 628-0808  
FAX (213) 628-0818  
WWW.LEAL-LAW.COM

October 10, 2012

**Via U.S. Mail (Return Receipt Requested) and Facsimile (909) 393-6863**

Mr. Roy Anthony  
America West Landscape, Inc.  
15086 La Palma Drive  
Chino, CA 91710

RE: Notice of Breach of Contract; Notice to Cure within 30 days; Abandonment of Equipment and Materials

Dear Mr. Anthony,

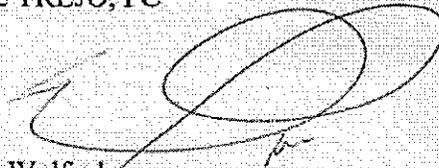
This firm represents the City of Huntington Park as its City Attorney. America West Landscape, Inc. ("AWL") entered into an agreement on or about June 18, 2012 (the "agreement") with the City of Huntington Park ("City") for services related to installation of irrigation improvements at Salt Lake Park (the "Park"). On or about July 9, 2012, the City issued AWL a notice to proceed; installation of the irrigation improvements was to commence on or about August 1 and be completed within fifty (50) calendar days of the commencement date.

It is now October 10, 2012, well beyond the fifty day completion period, and the work has not been completed, nor is it anywhere close to being completed. City staff has made multiple calls and sent multiple emails to you and AWL's various representatives over the last two weeks; all of which have gone unanswered. The last date any communication from you was received by the City was September 26, 2012. No one from AWL has come to the work site, and no work has been done by AWL, since October 2, 2012. An inspection of the work site reveals open and/or partially excavated trenches, partially laid pipe, and piles of plumbing materials left on a large area of the Park, rendering that entire area totally unusable. In addition to the disarray and abandoned supplies and materials left at the Park, large equipment, including two (2) trucks, have been abandoned at the City's public works yard. In addition, a review of AWL's license with the State Licensing Board indicates that your license expired on September 30, 2012.

AWL's failure to maintain a current license with the State Licensing Board is a material breach of the agreement with the City. AWL's failure to complete the project within the time period allotted after the commencement date also constitutes a material breach of the agreement. AWL's failure to keep the City informed of the project's status, provide reports, and communicate with City staff constitutes a further breach of the agreement. AWL's failure to maintain the work site and ultimate abandonment of the project, including leaving supplies and equipment abandoned on City property, is yet another breach of the agreement.

Pursuant to the terms of the agreement, prior to termination the City must provide AWL with 30 days' notice and an opportunity to cure any breach within those 30 days. Consider this letter formal notice that you are in breach of the agreement for the reasons set forth above and that AWL now has 30 days from the date of this notice to cure said breaches. If you have any questions, or if you would like to discuss this further, please do not hesitate to contact the undersigned at (213) 628-0808. Your prompt attention to this matter is appreciated.

Sincerely,  
LEAL & TREJO, PC

A handwritten signature in black ink, appearing to read 'Michael Wolfsohn', written over a large, stylized circular scribble.

Michael Wolfsohn  
Assistant City Attorney  
City of Huntington Park

Cc: City Council  
Rene Bobadilla – City Manager  
Robert Quintero – Interim Dir. Public Works  
Josette Espinosa – Dir. Parks and Rec.  
H. Francisco Leal – City Attorney  
Surety – Financial Pacific Insurance Co.  
3880 Atherton Rd.  
Rocklin, CA 95765  
Attn: Cynthia J. Young  
Re: Bond # 54191770

November 13, 2012

**VIA FEDEX/OVERNITE EXPRESS**

Financial Pacific Insurance Company  
3880 Atherton Road  
Rocklin, CA 95765  
Attn: Cynthia J. Young

Financial Pacific Insurance Company  
PO Box 292220  
Sacramento, CA 95829-2220

United Fire Group  
118 Second Avenue SE  
PO Box 73909  
Cedar Rapids, IA 52407

Financial Pacific Insurance Company  
2600 Cordelia Rd  
Los Angeles, CA 90049-1220

Re: City of Huntington Park's Claim Against Bonds Relating to Salt Lake Park Trail  
Improvements Phase 1.1  
Performance Bond Number: 54191770

---

To All of the Above Addressees:

This office serves as City Attorney for the City of Huntington Park. The City is a party to the enclosed Agreement relating to the Salt Lake Park Trail Improvement Phase 1.1 (the "Project"), which was executed by your principal, America West Landscape, Inc. ("America West"). Among other things, the Agreement requires America West to construct certain public improvements relating to the Project. These obligations are backed by the above referenced performance bond issued by Financial Pacific Insurance Company. Copies of the Agreement and corresponding performance bond are enclosed.

America West is in default of its obligations to construct and timely complete these public improvements. Pursuant to the Agreement and the enclosed letter to America West dated October 10, 2012, America West has been provided ample opportunity to cure its default, but this has not occurred. On behalf of the City of Huntington Park, I hereby make a claim against the above-referenced bond in the amounts necessary to fully and expeditiously complete the public improvements covered by the performance bond.

Please contact me in writing at your earliest opportunity but in no event more than ten (10) days from the date of this letter, to inform me of your position on the City's claim.

Financial Pacific Insurance Company  
United Fire Group  
Page 2

Thank you in advance for your prompt attention to and anticipated cooperation in this matter. Please feel free to contact me if you require further information.

Sincerely,

RUTAN & TUCKER, LLP

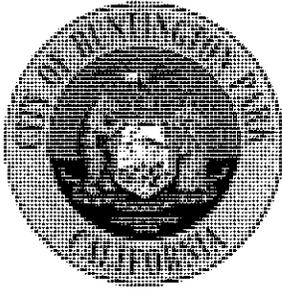


Joseph Larsen

JL:jdj

Enclosures

cc: René Bobadilla, City Manager  
Josette Espinosa, Director of Parks & Recreation  
Robert Quintero, Interim Director of Public Works  
Todd Litfin, Interim City Attorney  
Roy Anthony, Vice President, America West Landscape, Inc.  
15086 La Palma Drive  
Chino, CA 91710



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

January 22, 2013

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:

**FIRST READING OF AN ORDINANCE REPEALING TITLE 9, CHAPTER 5 (SUBDIVISIONS) OF THE HUNTINGTON PARK MUNICIPAL CODE IN ITS ENTIRETY AND ESTABLISHING TITLE 10 (SUBDIVISIONS) WITHIN THE HUNTINGTON PARK MUNICIPAL CODE. (PC CASE NO. 1958-ZOA)**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Conduct a public hearing;
2. Consider all public testimony and staff's analysis; and
3. Approve the First Reading of an Ordinance amending Title 9 of the Huntington Park Municipal Code related to Subdivisions and establishing Title 10 (Subdivisions) within the Huntington Park Municipal Code.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On October 17, 2012, the Planning Commission considered a proposed zoning ordinance amendment to repeal Title 9, Chapter 5 (Subdivisions) of the Huntington Municipal Code (HPMC) in its entirety and to establish Title 10 (Subdivisions) within the HPMC. Following public testimony, the Planning Commission unanimously voted to recommend to the City Council adoption of the proposed ordinance amendment.

In September of 2001, the City Council adopted Ordinance No. 666-NS which repealed and replaced the previously existing Huntington Park Municipal Zoning Code (Title 9) in its entirety. The repeal of the Zoning Code included provisions regulating the division of land within the City. However, the proposed Zoning Code which replaced the existing Zoning Code included partial regulations for the division of land. Provisions for Tentative, Vesting Tentative and Final Maps were included, but provisions for Lot Line Adjustments, Parcel Mergers and Certificates of Compliance were inadvertently excluded.

The Tentative Map process can be somewhat protracted and expensive as it requires Planning Commission approval and ultimately City Council approval of a Final Map. The process may take approximately 18 to 24 months. Requiring a Tentative Map is sensible for large development projects. However, it can be impractical in cases where a property owner solely wishes to merge lots for property tax bill purposes. For such instances, a more inexpensive and less time consuming process to merge or split lots within the City would be appropriate. In addition to Tentative Maps, Vesting Tentative Maps, and Final Maps, the California Subdivision Map Act provides the ability for property owners to apply for Lot Line Adjustments, Parcel Mergers and Reversion to Acreage. The process for these requests is shorter in comparison to the Tentative and Final Map process. In most cases, a Lot Line Adjustment or Parcel Merger can be finalized in less than 12 months given that they are approved by the City Engineer. The costs differences associated to the preparation and approval are also significantly less.

It is the intent of the proposed Ordinance to provide property owners with a cost effective option to subdivide land. If adopted, the proposed Ordinance will repeal the existing Ordinance in HPMC Title 9 (Zoning) and replace it with a newly established HPMC Title 10 (Subdivisions). Both the Community Development Director and the City Engineer will be responsible for implementing the newly established ordinance. The responsible review entity varies depending on the type of application. Section 10-3.104, Review Authority, identifies the responsible entities for reviewing and approving division of land applications. The responsible entities include the Community Development Director, the City Engineer, the Planning Commission and the City Council.

It is not anticipated that the proposed amendment to the HPMC will create adverse impacts to public health, welfare and safety. The overall goal and purpose of the proposed amendment is to promote orderly growth and development within the City that is consistent with the City's General Plan and, more specifically, with the community's vision.

### **FISCAL IMPACT/FINANCING**

Fees for applications pertaining to division of land per the Subdivision Map Act shall be established by a Resolution of the City Council. If the proposed ordinance is adopted, Staff will present a proposed fee schedule for City Council consideration at a future City Council meeting.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to HPMC Section 9-2.1401, the City Council may amend the Zoning Ordinance whenever required by public necessity and general welfare. The proposed ordinance shall take effect 30 days after its final passage by the City Council.

Public notification of the proposed ordinance amendment was published and posted, as required by State law and in accordance with the provisions of the HPMC.

**ENVIRONMENTAL FINDINGS**

Per the California Environmental Quality Act (CEQA), it has been determined that adoption and implementation of the proposed Ordinance is categorically exempt pursuant to Section 15183 of the California Code of Regulations.

**CONCLUSION**

Based on the aforementioned, Staff recommends that the City Council approve the first reading of the proposed ordinance. If approved, the second reading and final adoption will be scheduled for a subsequent City Council meeting.

Respectfully submitted,



RENÉ BOBADILLA  
City Manager, P.E.



JACK L. WONG  
Interim Director of Community Development

**ATTACHMENTS**

- A: Planning Commission Resolution No. 1958
- B: Proposed City Council Ordinance

**PLANNING COMMISSION  
RESOLUTION NO. 1958**

**ATTACHMENT: A**



1           WHEREAS, all persons appearing for or against the recommendation to adopt the Zoning  
2 Ordinance Amendment were given the opportunity to be heard in connection with said matter; and

3           WHEREAS, any and all written comments received prior to the hearing, and responses to  
4 such comments, were reviewed and considered by the Planning Commission.

5  
6           **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**  
7 **HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:**

8  
9           **SECTION 1:** The proposed Ordinance amending the Huntington Park Municipal Code as  
10 attached hereto and marked Exhibit "A" has been presented to the Planning Commission, and the  
11 Commission has reviewed and considered the information therein prior to any action on the adoption  
12 of this Resolution.

13           **SECTION 2.** The Planning Commission finds, determines, and declares that the proposed  
14 amendment to the Municipal Code has been processed in accordance with State law and local  
15 regulations, and that said amendment is in the public interest and consistent with the General Plan.

16           **SECTION 3:** The Planning Commission, based upon evidence and staff's report received at  
17 the public hearing, hereby recommends approval of the proposed amendment to the Huntington Park  
18 Municipal Code regulations pertaining to Subdivisions, recommends that the City Council conduct a  
19 public hearing, consider all public testimony, and recommends the adoption of the proposed  
20 Ordinance.

21           **SECTION 4:** The Secretary of the Planning Commission shall certify to the adoption of this  
22 Resolution and forward a copy to the City Council.

23 //

24 //

25 //

26 //

27 //

28 //

1 PASSED, APPROVED, AND ADOPTED this 17th day of October, 2012 by the following

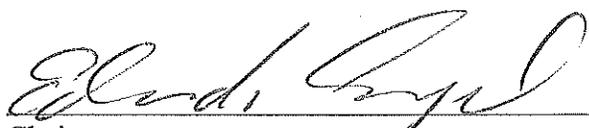
2 vote:

3 AYES: Commissioners Anaya, Herrera, Benitez, Carvajal

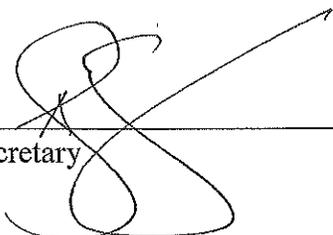
4 NOES: None

5 ABSENT: Commissioner Lopez

6  
7 HUNTINGTON PARK PLANNING COMMISSION

8  
9   
10 \_\_\_\_\_  
11 Chairperson

12 ATTEST:

13  
14   
15 \_\_\_\_\_  
16 Secretary

17 AGE: R:\PLANNING DIVISION\ZOA\1958-ZOA SUBDIVISION ORDINANCE \1958-ZOA PC RESOLUTION\_10-17-2012.DOC

**PROPOSED  
CITY COUNCIL ORDINANCE**

**ATTACHMENT: B**



**SECTION 1:** Table II-1 of Section 9-2.101 of the Huntington Park Municipal Code is hereby amended to read:

Table II-1			
THRESHOLD OF REVIEW			
Item	Director <sup>1</sup>	Commission	Council
Certificates of Compliance	X		
Home Enterprise Permits	X		
Sign Permits	X		
Interpretations	X		
Special Event Permits	X		
Minor Modifications	X		
Minor Variances	X		
Minor Conditional Use Permits	X		
Planned Sign Programs		X	
Variances		X	
Development Permits			
Residential:			
1 Dwelling Unit	X		
2+ Dwelling Units		X	
Commercial:			
1-4,999 square feet or less than 50% added	X		
5,000+ or greater than 50% added		X	
Industrial:			
1-4,999 square feet or less than 50% added	X		
5,000+ or greater than 50% added		X	
Conditional Use Permits		X	
Specific Plans		X <sup>2</sup>	X
General Plan Amendments		X <sup>2</sup>	X
Zoning Map Amendments		X <sup>2</sup>	X
Zoning Code Amendments		X <sup>2</sup>	X
Development Agreements		X <sup>2</sup>	X

<sup>1</sup> The Director may refer any entitlement application to the Commission for final determination.

<sup>2</sup> Commission recommends to Council for final determination.



1 Professions Code, and all other regulations provided by law concerning the design,  
2 improvement and survey data of subdivisions, the form and content of maps provided for by  
3 the Subdivision Map Act and the procedure to be followed in securing official approval  
regarding such maps.

4 To fulfill these purposes, the intent of this Title is to:

5 A. Promote orderly growth and development to preserve the public health, safety, and  
6 general welfare;

7 B. Promote open space, conservation, protection, and proper use of land; and

8 C. Provide for adequate traffic circulation, utilities, and other services in the City.

9 **10-1.102 Authority and relationship to general plan.**

10 The subdivision regulations are enacted based upon authority vested in the City by the state  
11 of California, including but not limited to: the State Constitution and the Subdivision Map Act  
(Government Code Section 66410 et seq.).

12 The subdivision regulations are a tool used by the City to implement the goals, objectives  
13 and policies established in the Huntington Park General Plan.

14 **10-1.103 Applicability of subdivision regulations.**

15 The subdivision regulations shall apply to all divisions of land within or partially within the  
16 City, except as provided in HPMC Section 10-3.102, Exemptions from subdivision  
17 requirements.

18 Every division of land proposed within or partially within the City shall be consistent with the  
19 Huntington Park general plan, zoning ordinance, any applicable specific plan, this Title, and  
other applicable provisions of the Huntington Park Municipal Code.

20 The type and intensity of land use as shown on the general plan, zoning ordinance, any  
21 applicable specific plan, this Title, or other applicable provisions of the Huntington Park  
22 Municipal Code shall determine, together with the requirements of the Subdivision Map Act  
and subdivision regulations, the type of streets, roads, highways, utilities, and other public  
services that shall be provided by the subdivider.

23 **10-1.104 Responsible entities.**

24 A. City Council. The City Council shall be the legislative body as identified in the Subdivision  
25 Map Act and shall have the responsibility and authority to conduct public hearings, and  
26 approve, impose conditions or disapprove subdivisions in compliance with HPMC Section  
10-3.104, Authority for subdivision decisions.

27 B. Planning Commission. The Planning Commission shall be the advisory agency as  
28 identified in the Subdivision Subdivision Map Act and shall have the responsibility to review  
and recommend to the City Council actions, findings, and conditions pertinent to the

1 application for a division of land in compliance with HPMC Section 10-3.104, Authority for  
2 subdivision decisions.

3 C. City Engineer. The City Engineer shall be responsible for:

- 4 1. Establishing design and construction details, standards, and specifications.
- 5 2. Determining if proposed subdivision improvements comply with the provisions of this Title  
6 and the Subdivision Map Act, and for reporting the findings together with any  
7 recommendations for approval, or conditional approval, of the tentative map.
- 8 3. The processing and certification of final maps, reversion to acreage maps and amended  
9 maps; the processing and approval of parcel maps, subdivision improvement plans, lot line  
10 adjustments, certificates of compliance, and the waiver of parcel maps.
- 11 4. The inspection and approval of subdivision improvements.
- 12 5. The acceptance of dedications and improvements for land division by parcel map.

13 D. City Attorney. The City Attorney shall be responsible for approving as to form all  
14 subdivision improvement agreements and securities, all governing documents for a common  
15 interest development, and covenants, conditions and restrictions. The City Attorney shall  
16 also have the authority to make legal interpretations of the subdivision regulations.

17 E. Community Development Department. The Community Development Department shall  
18 be responsible for the processing of preliminary maps, tentative maps, final maps and parcel  
19 maps, and for the collection of all required deposits and fees.

20 F. Community Development Director. The Community Development Director shall be  
21 responsible for the management of the Community Development Department in carrying out  
22 the responsibilities imposed upon it by this Title.

23 **10-1.105 Severability clause.**

24 If a provision of this Title or the application thereof to any person(s) or circumstance(s) is  
25 held invalid by a court of competent jurisdiction, the remainder of this Title and the  
26 application of such provisions to other person(s) or circumstance(s) shall not be affected  
27 thereby.

28 **Chapter 2 DEFINITIONS**

**10-2.101 Definitions.**

"Advisory agency" means a designated official or an official body charged with the duty of making investigations and reports on the design and improvements of proposed divisions of real property, the imposing of requirements or conditions thereon or having the authority to approve, conditionally approve, or disapprove maps as prescribed by this Title.

1 "Certificate of compliance" shall mean a document recorded by the county recorder which  
2 identifies, by legal description, certain real property and states that the division thereof  
3 complies with applicable provisions of this Title and the Subdivision Map Act.

4 "Condominium" means an estate in real property consisting of an undivided interest in  
5 common in a portion of a parcel of real property together with a separate interest in space in  
6 a residential, industrial, or commercial building on such real property, such as an apartment,  
7 office, or store. A condominium may include, in addition, a separate interest in other portions  
8 of such real property. Such estate may, with respect to the duration of its enjoyment, be  
9 either: (1) an estate of inheritance or perpetual estate; (2) an estate for life; or (3) an estate  
10 for years, such as a leasehold or a subleasehold. (Section 783 of the California Civil Code.)

11 "Condominium conversion" means the conversion of existing developed real property into a  
12 condominium, a community apartment project, or a stock cooperative.

13 "Condominium project" means a proposed development or an existing building proposed for  
14 conversion to a condominium, stock cooperative or community apartment project through  
15 approval of a conditional use permit and a tract or parcel map pursuant to this Title and the  
16 Subdivision Map Act.

17 "Council" shall mean and refer to the City Council of the City of Huntington Park as  
18 established by City ordinance.

19 "Department" shall mean the Community Development Department of the City of Huntington  
20 Park unless otherwise specified.

21 "Design" shall have the same meaning as the term is defined in the Subdivision Map Act  
22 (Government Code § 66418).

23 "Director" shall mean the director of the Community Development Department unless  
24 otherwise specified.

25 "Final map" means a map showing a subdivision for which a tentative and final map is  
26 required by the Subdivision Map Act or this Title, prepared in accordance with the provisions  
27 of this Title and the Subdivision Map Act designed to be recorded in the office of the county  
28 recorder.

"General plan" means the general plan of the City of Huntington Park, adopted on February  
19, 1991, and any amendment thereto.

"Government Code" shall mean the Government Code of the state of California.

"Improvement" refers to such street work, storm drainage, utility, and landscaping to be  
installed, or agreed to be installed, by the subdivider on the land to be used for public or  
private streets, highways, and easements, as are necessary for the general use of the lot  
owners in the subdivision and local neighborhood traffic and drainage needs as a condition  
precedent to the approval and acceptance of the final map thereof; or to such other specific  
improvements or types of improvements, the installation of which, either by the subdivider,  
by public agencies, by private utilities, by any other entity approved by the local agency, or

1 by a combination thereof, is necessary or convenient to ensure conformity to or  
2 implementation of the general plan or any adopted specific plan.

3 Improvements shall be constructed in accordance with the City of Huntington Park standard  
4 specifications and details and/or, when applicable, with standards as adopted by local utility  
5 companies and approved by the City Engineer.

6 "Lot" means a parcel or portion of land separated from other parcels or portions by  
7 description, as on a subdivision or record of survey map, or by metes and bounds, for the  
8 purpose of sale, lease, or separate use.

9 "Lot line adjustment" means a minor or major shift or rotation of an existing lot line or other  
10 adjustments where a greater number of parcels than originally existed is not created.

11 "Merger" means the joining of two or more contiguous parcels of land under one ownership  
12 into one parcel pursuant to Section 66424.2 of the Subdivision Map Act.

13 "Parcel map" means a map showing a division of land of four or less parcels or as otherwise  
14 provided by this Title, prepared in accordance with the provisions of this Title and the  
15 Subdivision Map Act.

16 "Planning Commission" shall mean and refer to the Planning Commission of the City of  
17 Huntington Park as established by City ordinance.

18 "Specific plan" shall mean a detailed and comprehensive land use and development plan for  
19 a defined area within the city, adopted pursuant to Cal. Gov't Code §§ 65450 through  
20 65456. A specific plan must be consistent with the General Plan and must contain  
21 regulations for the uses of land, including the conservation of open space, along with  
22 development standards and an implementation program to provide for all infrastructure and  
23 public services needed to support the land uses described in the plan.

24 "Subdivider" shall have the same meaning as the term is defined in the Subdivision Map Act  
25 (Government Code § 66423).

26 "Subdivision" shall have the same meaning as the term is defined in the Subdivision Map  
27 Act (Government Code § 66424).

28 "Subdivision" does not include any building, land or property interest that is specifically  
exempted from the Subdivision Map Act under Government Code section 66412:

"Subdivision improvement standards" means standard details, standard specifications, and  
other standards approved by the City Engineer that shall govern the improvements to be  
constructed pursuant to this Title and the Subdivision Map Act.

"Subdivision Map Act" means the Subdivision Map Act of the state of California  
(Government Code § 66410 *et seq.*).

"Tentative map" shall have the same meaning as the term is defined in the Subdivision Map  
Act (Government Code § 66424.5).

1 "Vesting map" shall mean "vesting tentative map," as that term is defined in the Subdivision  
2 Map Act (Government Code § 66424.5).

3 "Zoning ordinance" shall mean Title 9 of the Huntington Park Municipal Code, or any  
4 ordinance enacted under the zoning powers of the City.

### 5 **Chapter 3 MAPS GENERALLY**

#### 6 **10-3.101 Maps required.**

7 A. Division of Land – Five or More Parcels. A tentative and final tract map shall be required  
8 for all division of land when determined by the Community Development Department that  
9 such land may be divided into five or more parcels, five or more condominiums, a  
10 community apartment project containing five or more parcels, or for the conversion of a  
11 dwelling to a stock cooperative containing five or more dwelling units, unless the subdivision  
12 activity is listed in HPMC Section 10-3.102(B), Exemptions from Tentative Tract Map  
13 Requirements.

14 B. Divisions of Land – Four or Less Parcels. A tentative and final parcel map shall be  
15 required for all divisions of land when determined by the Community Development  
16 Department that such land may be divided into four or less parcels, unless the subdivision  
17 activity is listed in HPMC Section 10-3.102(C), Exemptions from Tentative Parcel Map  
18 Requirements. In the interest of ensuring compliance with the Huntington Park General  
19 Plan, the zoning ordinance, any applicable specific plan and this Title, the director may  
20 require, at the director's discretion, a tentative tract map where a tentative parcel map is  
21 required.

#### 22 **10-3.102 Exemptions from subdivision requirements.**

23 A. Exemptions from the Subdivision Regulations. The following activities shall be exempt  
24 from the requirements of the subdivision regulations:

25 1. Those activities identified in Sections 66412 (except subsection (d) related to lot line  
26 adjustments), 66412.1, 66412.2 or 66426.5 of the Subdivision Map Act; and

27 2. The subdivision of four parcels or less for construction of removable commercial buildings  
28 having a floor area of less than 100 square feet.

29 B. Exemptions from Tentative Tract Map Requirements. Consistent with the Subdivision  
30 Map Act, a tentative tract map and final tract map shall not be required under any of the  
31 circumstances set forth in Government Code section 66426.

32 C. Exemptions from Tentative Parcel Map Requirements. Consistent with the Subdivision  
33 Map Act, the activities set forth in Government Code section 66428 shall be exempt from the  
34 requirements of tentative parcel and final parcel map.

1 **10-3.103 Waiver of subdivision requirements.**

2 A. Waiver of Tentative Tract, Parcel Map and Final Map Requirements. The requirements  
3 for a parcel map and/or the requirements for a tentative and final map for the construction of  
4 a condominium project on a single parcel may be waived, in whole or in part, at the  
5 discretion of the director and after consultation with the City Engineer, for the following  
6 activities:

7 1. Division of real property or interests therein created by probate, eminent domain  
8 procedures, partition, or other civil judgments or decrees.

9 2. Division of real property resulting from the conveyance of land or any interest therein to or  
10 from the City, public entity or public utility for a public purpose, such as school sites, public  
11 building sites, or rights-of-way or easements for streets, sewers, utilities, drainage, etc.

12 3. The unmerger, in accordance with the Subdivision Map Act and the subdivision  
13 regulations, of real property which has been merged pursuant to the subdivision regulations,  
14 the Subdivision Map Act or any prior ordinance of the City.

15 B. Waiver Findings. The requirements for a tentative tract map, tentative parcel map or final  
16 map shall not be waived, in whole or in part, unless the director makes a finding that the  
17 proposed division of land complies with requirements as to area, improvement and design,  
18 floodwater drainage control, appropriate improved public roads, sanitary disposal facilities,  
19 water supply availability, environmental protection, and other requirements of the  
20 Subdivision Map Act, the subdivision regulations, the Huntington Park general plan, any  
21 applicable specific plan, the zoning ordinance and other applicable provisions of the  
22 Huntington Park Municipal Code.

23 C. Certificate of Compliance Required. The director shall file with the county recorder a  
24 certificate of compliance for the land to be divided, in compliance with HPMC Section 10-  
25 14.103, Certificate of compliance, and a plat map showing the division.

26 Conditions may be imposed to provide for, among other things, payment by the subdivider  
27 of parkland dedication, drainage, and other fees that are permitted under the subdivision  
28 regulations, the Subdivision Map Act, or other relevant law.

The decision of the director shall be considered final unless an appeal is filed in compliance  
with HPMC Section 10-3.109, Appeals. The decision of the director, or any condition of  
approval, can be appealed to the Planning Commission. The decision of the Planning  
Commission, or any condition of approval, can be appealed to the City Council.

**10-3.104 Authority for subdivision decisions.**

The following table (Review Authority) identifies the City official or body responsible for  
reviewing and making decisions on each type of application for divisions of land required by  
this Title:

<b>REVIEW AUTHORITY</b>
-------------------------

Type of Decision	Decision-Making Body	Appeal Body
Certificate of Compliance	Director	Planning Commission <sup>1</sup>
Lot Line Adjustments	City Engineer	Council
Parcel Mergers	Planning Commission <sup>2</sup>	Council
Tentative Maps	Planning Commission	Council
Vesting Tentative Maps	Planning Commission	Council
Final Maps	Council	—
Reversion to Acreage	Council	—

<sup>1</sup> The Planning Commission's decision may be appealed to the City Council.

<sup>2</sup> The City Engineer may approve Parcel Mergers pursuant to HPMC Section 10-9.108.

**10-3.105 Application filing and fees.**

A. Application Contents. Applications for divisions of land shall be filed with the Community Development Department. The department will consider an application complete when:

1. All necessary forms, materials and exhibits as identified in this chapter have been provided and accepted as adequate; and
2. All necessary application fees and/or deposits, as set by resolution of the City Council, have been accepted.

A registered civil engineer or licensed land surveyor shall prepare a tentative tract map, tentative parcel map, final map, and other drawings that are to be ultimately recorded. The maps and exhibits shall be clearly drawn and contain the necessary information as determined by the Community Development Department. The department may also require additional materials, exhibits, data or information determined necessary to accomplish the purposes of the Subdivision Map Act and/or the subdivision regulations.

B. Eligibility for Filing. Applications may be made by the owner of the subject property or by any other person with the written consent of the property owner.

**10-3.106 Initial application review – Environmental assessment.**

All applications filed with the Community Development Department in compliance with the subdivision regulations shall be initially processed as follows:

A. Review for Completeness. The Community Development Department shall review all applications for accuracy before they are accepted as being complete.

1. Notification of Applicant. The applicant shall be informed, as required by the Government Code, either that the application is complete or has been accepted for processing, or that

1 the application is incomplete and that additional information, specified in the letter, must be  
2 provided.

3 2. Environmental Information. The Community Development Department may require the  
4 applicant to submit such additional information as may be deemed reasonably necessary for  
5 environmental review of the project in compliance with subsection (C) of this section,  
6 Environmental Assessment.

7 3. Expiration of Application. If a pending application is not capable of being deemed  
8 complete within six (6) months after the first filing with the Community Development  
9 Department, the application shall be deemed withdrawn unless an extension is granted by  
10 the Director. A new application, including fees, plans, exhibits and other materials, will be  
11 required to commence processing of any subdivision on the same property.

12 B. Referral of Application. At the discretion of the Director, or where otherwise required by  
13 the Subdivision Map Act, any application filed may be referred to any public agency that  
14 may be affected or have an interest in the proposed subdivision.

15 C. Environmental Assessment. All subdivision applications shall be reviewed as required by  
16 the California Environmental Quality Act (CEQA) to determine whether the proposed  
17 subdivision is exempt from the requirements or is not a project as defined by CEQA,  
18 whether a negative declaration may be issued, or whether an environmental impact report  
19 shall be required. These determinations and, where required, the preparation of  
20 environmental documents shall be in compliance with CEQA and other guidelines  
21 established by the Community Development Department.

22 **10-3.107 Notice to affected agencies and utilities.**

23 Within five (5) days of determining a tentative parcel or tentative tract map application  
24 complete, the Community Development Department shall:

25 A. Send notice and a copy of the tentative parcel or tentative tract map to the affected public  
26 agencies which may, in turn, forward to the department their findings and recommendations  
27 thereon.

28 B. Send a notice of the filing of the tentative parcel and tentative tract maps to the governing  
board of any elementary, high school, or unified school district within the boundaries of  
which the subdivision is proposed to be located. Such notice shall also contain information  
about the location of the proposed subdivision, the number of units, density, and any other  
information that would be relevant to the affected school district. Such governing board may  
review the notice and may send a written report thereon to the agency required by law to  
approve such tentative parcel and tentative tract maps. The report shall indicate the impact  
of the proposed subdivision on the affected school district and shall make such  
recommendations as the governing board of the district deems appropriate. In the event the  
school district fails to respond within a 20-day period from receipt of notice of the tentative  
parcel and tentative tract maps, such failure shall be deemed approval of the proposed  
subdivision by the school district. The Planning Commission shall consider the report from  
the school district in approving or conditionally approving the tentative parcel and tentative  
tract maps.

1 The Planning Commission shall consider any reports from affected agencies, utilities or  
2 school districts in approving, conditionally approving, or denying the tentative map  
application.

3 **10-3.108 Public hearings.**

4 Upon receipt of a valid application and completion of the City Engineer's review of the  
5 application, the Director shall set the matter for public hearing before the decision-making  
6 body identified in HPMC Section 10-3.104. At least 10 calendar days before the public  
7 hearing, the Director shall cause notice to be given of the time, date, and place of said  
hearing, including a general explanation of the matter to be considered and a general  
description of the area affected, and the street address, if any, of the property involved.

8 Said notice shall be published at least once in a newspaper of general circulation, published  
9 and circulated in the City.

10 In addition to notice by publication, the City shall give notice of the hearing by mail or  
11 delivery to all persons, including businesses, corporations, or other public or private entities,  
shown on the last equalized assessment roll as owning real property within 300 feet of the  
12 property which is the subject of the proposed tentative parcel and tentative tract maps.

13 In addition, in the case of a proposed conversion of residential real property to a  
14 condominium project, community apartment project, or stock cooperative project, notice  
shall be given as required by Government Code Section 66451.3. All costs of such notice  
15 shall be paid by the subdivider as an application fee pursuant to HPMC Section 10-3.105(A),  
Application Contents.

16 **10-3.109 Appeals.**

17 The subdivider, or any other interested party, may appeal any action of the decision-making  
18 body to the appeal body identified in HPMC Section 10-3.104, Authority for subdivision  
19 decisions. Appeals shall be submitted in writing and filed with the department. The appeal  
shall specifically state the pertinent facts of the case and the basis for the appeal. Appeals  
20 shall be filed with the City Clerk within 15 calendar days of the decision body's action.  
Appeals shall be accompanied by the filing fee set by resolution of the City Council.

21 Consistent with the Subdivision Map Act (Government Code § 66452.5), the appeal shall be  
22 held within 30 days after the date of a request filed by the subdivider or the appellant. If  
23 there is no regular meeting of the appeal body within the next 30 days for which notice can  
be given pursuant to Section 66451.3, the appeal may be heard at the next regular meeting  
24 for which notice can be given, or within 60 days from the date of the receipt of the request,  
whichever period is shorter. The appeal shall be noticed with the same noticing as required  
25 by HPMC Section 10-3.108, Public hearings.

26 At the hearing, the appeal body shall conduct a de novo review, may consider any issue  
27 involving the matter that is the subject of the appeal, and shall not be limited to a  
consideration of the specific grounds listed in the appeal.  
28

1 A. The appeal body may affirm, affirm in part, or reverse the action or determination of the  
2 decision-making body that is the subject of appeal.

3 B. When reviewing an appeal, the appeal body may adopt additional conditions of approval  
4 that may address other issues or concerns than the subject of the appeal.

5 C. If new or different evidence is presented on appeal, the appeal body may, but shall not  
6 be required to, refer the matter back to the decision-making body for further consideration.

7 Any action taken by the appeal body shall be supported by appropriate findings.

8 **10-3.110 Expirations – Time extensions.**

9 A. Expirations. The approval of a tentative parcel or tentative tract map shall expire 36  
10 months from the date of its approval. However, where the subdivider is required to expend  
11 an amount as prescribed in Section 66452.6 of the Subdivision Map Act to construct,  
12 improve or finance the construction or improvement of public improvements outside the  
13 boundaries of the tentative map, excluding improvements of public rights-of-way which abut  
14 the property being subdivided, or if the tentative parcel and tentative tract maps are on  
15 property subject to a development agreement authorized by Section 65864 et seq. of the  
16 Government Code, then the expiration of the tentative tract or parcel map shall be governed  
17 by Section 66452.6 of the Subdivision Map Act.

18 B. Time Extensions.

19 1. Request by Subdivider. The subdivider may request an extension of the expiration date of  
20 the approved tentative parcel or tentative tract map by filing a written request with the  
21 department and paying applicable fees as established by City Council resolution. The  
22 application shall be filed not less than 30 days before the map is scheduled to expire and  
23 shall state the reason(s) for the request. The filing of such application automatically extends  
24 the map for 60 days or until the extension is acted on, whichever occurs first. The decision-  
25 making body shall determine whether the subdivider has made a good faith effort to  
26 establish the subdivision. The burden of proof is on the subdivider to establish, with  
27 substantial evidence, why the tentative tract or tentative parcel map should be extended. If  
28 the decision-making body determines that the permittee has proceeded in good faith and  
has exercised due diligence in seeking to establish the subdivision, the time extension shall  
be granted. The decision-making body may, if appropriate findings are made, impose new  
conditions and may require that the applicant pay any new or increased development fees  
which have been imposed since the date of the original approval of the tentative parcel or  
tentative tract map.

2. Hearing on Time Extension. If the matter originally required a noticed public hearing, the  
decision-making body shall hold a public hearing on the proposed time extension and give  
notice in compliance with HPMC Section 10-3.108, Public hearings.

3. Time Limit of Extensions. The time for which a tentative parcel or tentative tract map may  
be extended by discretionary approval of the decision-making body shall comply with  
California Government Code Sections 66452.6 and 66463.5.

1 4. Appeals. The subdivider, or any other interested party, may appeal any action of the  
2 decision-making body with respect to the time extension, or any new condition or  
3 development fee imposed, to the appeal body in compliance with HPMC Section 10-3.109,  
Appeals.

4 **10-3.111 Falsification.**

5 Fraudulent misrepresentation of pertinent information shall be sufficient reason to invalidate  
6 an approval obtained pursuant to this Title.

7 **10-3.112 Modifications.**

8 Whenever in the opinion of the City Council the land involved in any subdivision is of such  
9 size or shape, or is subject to such title limitations of record, or is affected by such  
10 topographical location or conditions, or is to be devoted to such use that it is impossible or  
11 impracticable in the particular case for the subdivider to conform fully to the regulations  
12 contained in this Title, the City Council may make such modifications thereof as, in its  
opinion, are reasonably necessary or expedient and in conformity with the Subdivision Map  
Act. In the case of parcel maps, this determination may be made by the Planning  
Commission.

13 **Chapter 4 TENTATIVE PARCEL AND TENTATIVE TRACT MAPS**

14 **10-4.101 Purpose.**

15 The purpose of this chapter is to provide for the submittal and processing of tentative parcel  
16 and tentative tract maps for the subdivision of land in compliance with the subdivision  
17 regulations.

18 **10-4.102 General.**

19 The form and contents, submittal, and approval of tentative parcel and tentative tract maps  
20 of a subdivision shall be in accordance with the Subdivision Map Act and the provisions of  
this chapter.

21 **10-4.103 Pre-filing conference.**

22 After noting the requirements of this chapter, it is desirable that the subdivider confers with  
23 the City planning and engineering staff before preparing and filing a tentative parcel or  
tentative tract map.

24 **10-4.104 Form and contents.**

25 A. Tentative Tract Maps. The tentative tract maps shall be prepared in a manner acceptable  
26 to the director and City Engineer and shall be prepared by a registered civil engineer or  
27 licensed land surveyor.

28 The tentative tract map shall be clearly and legibly drawn on one sheet at a scale not less  
than 100 feet to the inch and contain not less than the following:

- 1 1. A title with the subdivision number assigned by the county engineer, subdivision name,  
2 and type of subdivision.
- 3 2. Name, address, and telephone number of legal owner, subdivider, and person preparing  
4 the map (including registration number).
- 5 3. Sufficient legal description to define the boundary of the proposed subdivision.
- 6 4. Date, north arrow, scale, and contour interval.
- 7 5. Existing and proposed land use.
- 8 6. A vicinity map showing roads, adjoining subdivisions, cities, railroads, and other data  
9 sufficient to locate the proposed subdivision and show its relation to the community.
- 10 7. Existing topography of the proposed site and at least 100 feet beyond its boundary,  
11 including, but not limited to:
  - 12 a. Sufficient elevations of existing ground to indicate the existing drainage pattern of the site.
  - 13 b. Type, circumference, and drip line of existing trees. Any trees proposed to be removed  
14 shall be so indicated.
  - 15 c. The approximate location and outline of existing structures identified by type. Buildings to  
16 be removed shall be so marked.
  - 17 d. The approximate location of all areas subject to inundation or storm water overflow and  
18 the location, width, and direction of flow of each watercourse.
  - 19 e. The location, pavement and right-of-way, grade and name of existing streets or highways.
  - 20 f. The widths, location, and identity of all existing easements.
  - 21 g. The location and size of existing sanitary sewers, water mains, and storm drains. The  
22 approximate slope of existing sewers and storm drains shall be indicated.
- 23 8. Proposed improvements to be shown shall include, but not be limited to:
  - 24 a. The location, grade, center line radius and arc length of curves, pavement and right-of-  
25 way width, and names of all streets. Typical sections of all streets shall be shown.
  - 26 b. The location and radius of all curb returns and cul-de-sacs.
  - 27 c. The location, width, and purpose of all easements.
  - 28 d. The angle of intersecting streets if such angle deviates from a right angle by more than  
four degrees.

1 e. The approximate lot layout and the approximate dimensions of each lot and of each  
2 building site. Engineering data shall show the approximate finished grading of each lot, the  
3 preliminary design of all grading, the elevation of proposed building pads, the top and toe of  
4 cut-and-fill slopes to scale, and the number of each lot.

5 f. Proposed common areas and areas to be dedicated to public open space.

6 g. The location and size of sanitary sewers, water mains, and storm drains. Proposed slopes  
7 and approximate elevations of sanitary sewers and storm drains shall be indicated.

8 9. The name or names of any geologist or soils engineer whose services were required in  
9 the preparation of the design of the tentative parcel and tentative tract maps.

10 10. The source and date of existing contours.

11 11. All lettering size shall be one-eighth inch minimum.

12 12. Certificates for execution by the secretary of the Planning Commission indicating the  
13 approval of the tentative parcel or tentative tract maps and the date thereof by the Planning  
14 Commission, and a certificate by the City clerk indicating the approval by the City Council.

15 13. If the subdivider plans to develop the site as shown on the tentative parcel or tentative  
16 tract maps in units, then he shall show the proposed units and their proposed sequence of  
17 construction on the tentative parcel or tentative tract maps.

18 14. The City engineer may waive any of the foregoing tentative parcel or tentative tract  
19 maps requirements whenever he finds that the type of subdivision is such as not to  
20 necessitate compliance with these requirements or that other circumstances justify such  
21 waiver. The City engineer may require other such drawings, data, or other information as  
22 deemed necessary.

23 B. Tentative Parcel Map. The tentative parcel map shall be prepared by a registered civil  
24 engineer or licensed land surveyor. The tentative parcel map shall be clearly and legibly  
25 drawn on one sheet. The scale shall be as approved by the City engineer and all lettering  
26 shall be one-eighth inch minimum in height. The final form shall be as approved by the City  
27 engineer.

28 The tentative parcel map shall show the following information:

1. Name, address, and telephone number of legal owner, subdivider, and person preparing  
the map (including registration number).

2. Assessor's parcel number.

3. Date prepared, north arrow, scale, and contour interval.

4. Existing and proposed land use.

5. Title.

1 6. A vicinity map, sufficient to show the relation to the local community.

2 7. Existing topography of the site and at least 100 feet from its boundary including, but not  
3 limited to:

4 a. Sufficient elevations of existing ground to indicate the existing drainage pattern of the site.

5 b. Type, circumference, and dripline of existing trees. Any trees proposed to be removed  
6 shall be so indicated.

7 c. The approximate location and outline of existing structures identified by type. Structures  
8 to be removed shall be so marked.

9 d. The location, width, and direction of flow of each watercourse.

10 e. The location, pavement and right-of-way width, grade, and name of existing streets or  
11 highways.

12 f. The location and type of street improvements.

13 g. The location, size, and slope of existing storm drains.

14 h. The location, width, and identity of existing easements.

15 i. Any improvements proposed by the owner shall be shown.

16 j. If the site is to be graded, proposed contours shall be shown or an approved grading plan  
17 submitted.

18 **10-4.105 Accompanying data and reports.**

19 An application for a tentative parcel or tentative tract map shall be filed with the department  
20 in compliance with HPMC Section 10-3.105, Application filing and fees. In addition, the  
21 tentative parcel or tentative tract map shall be prepared in a manner acceptable to the  
22 Community Development Department and shall be prepared by a registered civil engineer or  
23 licensed land surveyor. The tentative parcel map or tentative tract map shall be clearly and  
24 legibly drawn and shall contain the information identified in HPMC Section 10-4.104, Form  
25 and contents, unless waived by the City engineer. The department may also require  
26 additional materials, exhibits, data, or information as deemed necessary to accomplish the  
27 purposes of the Subdivision Map Act and the subdivision regulations. Tentative parcel or  
28 tentative tract map applications shall be determined to be complete only when accompanied  
by the following:

26 A. Application. All necessary application forms, materials and exhibits as established by the  
27 department are accepted as adequate.

28 B. Title Report. A preliminary title report showing the legal owners and any encumbrances  
and easements accepted as adequate by the City engineer.

1 C. Environmental Assessment. The time limits set forth in this Title for taking action on  
2 tentative parcel and tentative tract maps shall not be deemed to commence until the  
3 subdivision is found exempt or an initial study is completed and a negative declaration or  
4 environmental impact report, as appropriate, is prepared and processed, and a final  
5 environmental document, prepared in accordance with the provisions of the California  
6 Environmental Quality Act, is available for concurrent consideration with the tentative parcel  
7 and tentative tract maps. The subdivider shall provide such additional data and information  
8 and deposit and pay such fees as may be required for the preparation and processing of  
9 environmental review documents pursuant to the City's procedures for implementation of the  
10 California Environmental Quality Act.

11 D. Utility Certification. Certification in writing from all utilities that the proposed subdivision  
12 can be adequately served. The City engineer may defer the required certifications until after  
13 the filing of the tentative parcel and tentative tract maps. Certification requirements  
14 contained herein shall not apply to condominium conversions.

15 E. Other Reports. Any other data or reports reasonably deemed necessary by the director or  
16 as required by HPMC Section 10-10.101, Condominium and Condominium Conversion, or  
17 other ordinances of the City.

18 F. Fees/Deposits. All fees and/or deposits, as set by resolution of the City Council, have  
19 been submitted and accepted.

#### 20 **10-4.106 Filing of tentative parcel and tentative tract maps.**

21 The tentative parcel and tentative tract maps shall be considered for filing only when such  
22 map conforms to HPMC Section 10-4.104, Form and contents, and when all accompanying  
23 data or reports, as required by HPMC Section 10-4.105, Accompanying data and reports,  
24 have been submitted and accepted by the director and all application fees pursuant to  
25 HPMC Section 10-3.105(A), Application Contents, have been paid in full. Tentative parcel  
26 and tentative tract maps shall be considered by the Planning Commission and City Council  
27 in compliance with HPMC Section 10-3.104, Authority for subdivision decisions, with a  
28 noticed public hearing.

An application for approval of a tentative parcel or tentative tract map in compliance with the  
subdivision regulations shall be submitted prior to or concurrently with all applications for  
other necessary discretionary City approvals for the development.

The subdivider shall file with the Community Development Department the number of  
tentative parcel and tentative tract maps the director may deem necessary.

#### **10-4.107 Review by the City Engineer.**

The department shall forward the tentative parcel or tentative tract map to the City Engineer  
who shall review and make recommendations and comments on the tentative parcel or  
tentative tract map within 15 days after the application has been accepted as complete for  
filing.

1 **10-4.108 Action by the Planning Commission.**

2 The Planning Commission shall approve, conditionally approve, or disapprove the tentative  
3 parcel or tentative tract map of a subdivision within 50 days after such map has been filed  
4 and in compliance with HPMC Section 10-4.105, Accompanying data and reports. The 50-  
5 day period specified above shall commence after certification of the environmental impact  
6 report, adoption of a negative declaration, or a determination by the local agency that the  
7 project is exempt from the requirements of Division 13 (commencing with Section 21000) of  
8 the Public Resources Code. The action of the Planning Commission shall be recorded in the  
9 form of a resolution and shall contain the facts and reasons for the approval, conditional  
10 approval, or denial of the tentative parcel and tentative tract maps. No tentative parcel or  
11 tentative tract maps shall be approved unless the Planning Commission finds that the  
12 proposed subdivision, along with its design and improvement, is consistent with the general  
13 plan of the City or any applicable specific plans. An action of denial shall be based on the  
14 findings of California Government Code Section 66474. The City clerk shall report the  
15 Planning Commission's action on the tentative parcel and tentative tract maps to the  
16 subdivider and to the City Council within 15 days following such action. Time limits specified  
17 herein shall be modified only to the extent provided within the Subdivision Map Act.

12 **10-4.109 Findings and decision.**

13 The Planning Commission shall record its decision in writing with the findings upon which  
14 the decision is based. The Planning Commission may approve an application for a tentative  
15 parcel or tentative tract map, with or without conditions, supported by the findings required  
16 by the Subdivision Map Act and by the findings required by the California Environmental  
17 Quality Act.

17 **10-4.110 Conditions of approval.**

18 In approving a tentative parcel or tentative tract map, the decision-making body may impose  
19 conditions deemed necessary to ensure that the approval will be in compliance with the  
20 findings required by HPMC Section 10-4.109, Findings and decision.

20 The decision-making body may require, as a condition of its approval, that the payment by  
21 the subdivider of all development fees required to be paid be made at the rate for such fees  
22 in effect at the time of permit issuance.

22 **10-4.111 Post-approval procedures.**

23 A. Appeals. The decision of the Planning Commission may be appealed to the City Council  
24 in accordance with HPMC Section 10-3.109, Appeals.

25 B. Time Extensions. Time extensions may be granted in compliance with HPMC Section 10-  
26 3.110, Expirations – Time extensions. If a tentative parcel or tentative tract map is not  
27 recorded within the established time frame, and a time extension is not granted, the  
28 tentative parcel or tentative tract map shall be deemed to have expired.

1 **Chapter 5 FINAL MAPS**

2 **10-5.101 General.**

3 The form, contents, accompanying data, and filing of the final map shall conform to the  
4 provisions of this chapter.

5 The final map shall be prepared by or under the direction of a registered civil engineer or  
6 licensed land surveyor and shall be based upon a survey and shall conform to the  
provisions of this chapter.

7 **10-5.102 Form.**

8 The form of the final map shall conform to the Subdivision Map Act and as provided herein.

9 The final map shall be legibly drawn, printed, or reproduced by a process guaranteeing a  
10 permanent record in black on tracing cloth or polyester-base film. Certificates, affidavits, and  
11 acknowledgements may be legibly stamped or printed upon the map with opaque ink. If ink  
12 is used on polyester-base film, the ink surface shall be coated with a suitable substance to  
assure permanent legibility.

13 The size of each sheet shall be 18 inches by 26 inches. A marginal line shall be drawn  
14 completely around each sheet, leaving an entirely blank margin of one inch. The scale of the  
15 map shall not be less than one inch equal to 100 feet or as may be necessary to show all  
16 details clearly, and enough sheets shall be used to accomplish this end. The particular  
17 number of the sheet and the total number of sheets comprising the map shall be stated on  
each of the sheets, and its relation to each adjoining sheet shall be clearly shown. When  
four or more sheets including the certificate sheet are used, a key sheet will be included.

18 All printing or lettering on the map shall be of one-eighth inch minimum height and of such  
19 shape and weight as to be readily legible on prints and other reproductions made from the  
original drawings.

20 The final form on the final map shall be as approved by the City engineer.

21 **10-5.103 Contents.**

22 The contents of the final map shall conform to the Subdivision Map Act and as provided  
23 herein.

24 A. Boundary. The boundary of the subdivision shall be designated by an opaque blue line  
25 applied in such a manner as not to obliterate figures or other data.

26 B. Title. Each sheet shall have a title showing the subdivision number and name and the  
27 location of the property being subdivided with reference to maps which have been  
28 previously recorded or by reference to the plat of a United States Survey. The following  
words shall appear in the title: "In the City of Huntington Park."

1 C. Certificates/Statements. The following certificates shall appear only once on the cover  
2 sheet:

3 1. Owners' Statement. A statement, signed and acknowledged by all parties having record  
4 title interest in the land subdivided, except as specified in the Subdivision Map Act,  
5 consenting to the preparation and recordation of the map and offering for dedication to the  
6 public certain specified parcels of land.

7 2. Engineer's/Surveyor's Statement. A statement by the engineer or surveyor responsible for  
8 the survey and final map shall appear on the map. The statement shall give the date of the  
9 survey, state that the survey and final map were made by or under the direction of the  
10 engineer or surveyor, and that the survey is true and complete as shown.

11 The statement shall also state that all the monuments are of the character and occupy the  
12 positions indicated, or that they will be set in such positions on or before a specified date.  
13 The statement shall also state that the monuments are, or will be, sufficient to enable the  
14 survey to be retraced.

15 The statement shall state that the map complies with the Subdivision Map Act and the  
16 provisions of this Title.

17 3. City Engineer's Statement. A statement by the City engineer stating that he has examined  
18 the map; that it is substantially the same as it appeared on the tentative parcel and tentative  
19 tract maps and any approved alterations thereof; that it complies with all provisions of the  
20 Subdivision Map Act and this Title; and that it is technically correct.

21 4. City Surveyor's Statement. A statement by the City's surveyor stating that he has  
22 examined the map for conformance with the mapping provisions of the Subdivision Map Act,  
23 and that he is satisfied that the map is technically correct.

24 5. City Clerk's Certificate. A certificate for execution by the City clerk stating the date and  
25 number of the resolution adopted by the City Council approving the final map and stating  
26 that the City Council accepted, accepted subject to improvement, or rejected on behalf of  
27 the public any real property offered for dedication for public use in conformity with the terms  
28 of the offer of dedication.

6. City Community Development Director's Certificate. A certificate for execution by the  
Community Development Director stating that the tentative map has been submitted to the  
Planning Commission for approval.

7. City Treasurer's Certificate. A certificate for execution by the City Treasurer stating that all  
special assessments levied under the jurisdiction of the City to which the land included  
within the subdivision or any part thereof is subject, and which may be paid in full, have  
been paid in full.

8. County Board of Supervisor's Certificates. 1) A certificate for execution by the executive  
officer of the Board of Supervisors of the county of Los Angeles that all certificates have  
been filed and deposits have been made that re required under the provisions of Sections  
66492 and 66493 of the Subdivision Map Act and 2) a certificate for execution by the

1 Executive Officer that an amount of security has been filed with the executive officer of the  
2 Board of Supervisors of the county of Los Angeles as security for payment of taxes and  
special assessments collected as taxes on the land shown on the map as required by law.

3 D. Scale, North Point, and Basis of Bearings. There must appear on each map sheet the  
4 scale, the north point, and the basis of bearings based on Zone III of the California  
5 Coordinates and the equation of the bearing to true north. The basis of bearings shall be  
approved by the City engineer.

6 E. Linear, Angular, and Radial Data. Sufficient linear, angular, and radial data shall be  
7 shown to determine the bearings and lengths of monument lines, street center lines, the  
8 boundary lines of the subdivision and the boundary lines of every lot and parcel which is a  
part thereof. Length, radius, and total central angle or radial bearings of all curves shall be  
9 shown. Ditto marks shall not be used in the dimensions and data shown on the map.

10 F. Monuments. The location and description of all existing and proposed monuments shall  
11 be shown. Standard City monuments shall be set at (or from offsets as approved by the City  
engineer) the following locations:

- 12 1. The intersection of street center lines.
- 13 2. Beginning and end of curves in center lines.
- 14 3. At other locations as may be required by the City engineer.

15 G. Lot Numbers. Lot numbers shall begin with the number "1" in each subdivision and shall  
16 continue consecutively with no omissions or duplications except where contiguous lands,  
17 under the same ownership, are being subdivided in successive units, in which event lot  
18 numbers may begin with the next consecutive number following the last number in the  
preceding unit. Each lot shall be shown entirely on one sheet of the final map, unless  
19 otherwise approved by the City Engineer.

20 H. Adjoining Properties. The adjoining corners of all adjoining subdivisions shall be identified  
21 by subdivision number, or by name when not identified by official number, and reference to  
22 the book and page of the filed map showing such subdivision; and if no such subdivision is  
adjacent, then by the name of the owner and reference to the recorded deed by book and  
page number for the last recorded owner of such adjacent property.

23 I. City Boundaries. City boundaries which cross or join the subdivision shall be clearly  
24 designated.

25 J. Street Names. The names of all streets, alleys, or highways within or adjoining the  
subdivision shall be shown.

26 K. Easements. Easements for roads or streets, paths, alleys, public utility easements, rights-  
27 of-way for local transit facilities such as bus turn-outs, benches, shelters, landing pads, and  
28 similar items which directly benefit the residents of a subdivision, or storm drainage  
easements, sanitary sewer easements, or other public uses as may be required, shall be  
offered for dedication to the public for acceptance by the City or other public agency and the

1 use shall be specified on the map. If, at the time the final map is approved, any of the  
2 above-mentioned easements are not accepted by the City Council, the offer of dedication  
3 shall remain open and the City Council may, by resolution at any later date, and without  
4 further action by the subdivider, rescind its action and accept and open the streets, paths,  
5 alleys, rights-of-way for local transit facilities such as bus turn-outs, benches, shelters,  
6 landing pads, and similar items, which directly benefit the residents of a subdivision, or  
7 storm drainage easements for public use, which acceptance shall be recorded in the office  
8 of the county recorder.

9 All easements of record shall be shown on the map, together with the name of the grantee  
10 and sufficient recording data to identify the conveyance, e.g., recorder's serial number and  
11 date or book and page of official records.

12 Easements not disclosed by the records in the office of the county recorder and found by the  
13 surveyor or engineer to be existing shall be specifically designated on the map identifying  
14 the apparent dominant tenements for which the easement was created.

15 The side lines of all easements of record shall be shown by dashed lines on the final map  
16 with the widths, lengths, and bearings of record. The width and location of all easements  
17 shall be approved by the City Engineer.

#### 18 **10-5.104 Lot design.**

19 A. Each lot in a division of land shall have an area not less than either the required area or  
20 what will be the required area at the time of the submission of the final map for approval for  
21 the zone in which the lot or any portion thereof is located. Each lot shall have an average  
22 width of not less than the required width, or what will be the required width at the time of the  
23 submission of the final map for approval, or shall contain an area of not less than such  
24 required area within a portion which does have an average width of not less than such  
25 required width, except as provided in subsection (D) of this section. The required area and  
26 the required width shall be the same as those terms which are defined in this title.

27 B. If a lot is in more than one zone, then the area and width thereof shall be not less than  
28 the area and width requirements, respectively, in that zone in which any part of the lot is  
located which has the largest area requirement and in that zone in which any part of the lot  
is located which has the greatest width requirement.

C. The above requirements do not apply to any lot that the subdivider offers to deed or  
dedicate to the public.

D. No lot shall be divided by a City boundary line. Each such boundary line shall be made a  
lot line.

E. In all cases where practical, the side lines of lots shall be at an approximate right angle to  
the street upon which such lots front.

F. Wherever practical, divisions of property abutting rights-of-way for freeways, highways,  
railroads, transmission lines, and flood control channels shall be so designed as to create  
lots which back up to said rights-of-way.

1 G. Flag lots shall have a minimum width at the street line of 20 feet and shall have a  
2 minimum of 50 feet measured along the building line.

3 H. The subdivision shall abut upon or have an approved access to a public street. Each unit  
4 or lot in the subdivision shall have an approved access to a public street or private street.  
5 The street layout shall be designed for future access to, and not impose undue hardship  
6 upon, property adjoining the subdivision. Reserve strips, or nonaccess, at the end of streets  
7 or at the boundaries of the subdivision shall be dedicated unconditionally to the City when  
8 required.

9 **10-5.105 Survey required.**

10 The final map shall show the center lines and side lines for all streets, highways, and alleys  
11 with their lengths and bearings; length, radii, tangent lengths, and central angles, with radial  
12 bearings for all curbs and segments; the total width of each street and easement, with the  
13 width of any portion being dedicated and that of any existing portion in relation to the center  
14 line; and the widths or rights-of-way for railroads, freeways, flood control channels, and all  
15 other easements. Surveys made for the preparation of maps for land divisions shall be  
16 made in accordance with the Land Surveyors' Act and the standard practices and principles  
17 of land surveying, under the supervision of a civil engineer or land surveyor licensed in the  
18 state of California. A traverse of the boundaries of the tract, or the lots or blocks therein, or  
19 along the center lines or side lines of the streets and easements shown, shall close within  
20 the tolerances and to the degree of accuracy as required by the City Engineer.

21 A. New Monuments. Sufficient permanent monuments shall be set so that the survey or any  
22 part thereof may be readily retraced. Such monuments shall generally be placed at the  
23 corners and angle points of the exterior boundary of the subdivision, at beginning and  
24 ending of curves, at center line intersections of streets, alleys, and public service  
25 easements, and at other points of control as required by the City Engineer. Stakes shall be  
26 set at all lot corners, but shall not be considered permanent. The character, type, and  
27 positions of all monuments to be set shall be noted on the map, and shall conform to the  
28 requirements of the City Engineer. All monuments set shall be tagged with the engineer's or  
surveyor's state license number and designation. Interior monuments and points need not  
be set at the time the final map is recorded if the engineer or surveyor certifies on the title  
sheet of the final map that the monuments will be set on or before a specified later date, and  
if the subdivider furnishes to the City Council a suitable agreement, and posts a cash bond,  
guaranteeing the setting of the monuments and payment for the cost thereof.

23 B. Existing Monuments and Survey Information. The final map shall clearly show all stakes,  
24 monuments, ties, or other evidence found while making the survey to determine the tract  
25 boundaries. The corners of adjoining lots, subdivisions, and parcels shall be shown and  
26 identified, with ties thereto. Reference shall also be made to all subdivisions, records of  
27 surveys, parcel maps, and other maps and data of record upon, adjoining, or near the  
28 property being divided, combined, or reverted to acreage. Other survey data and  
calculations, if required by the City Engineer, shall be shown on the final map in accordance  
with his standards and policies.

28 C. Established Lines and Points. Whenever the City Engineer or county surveyor has  
established the center lines of streets, alleys, or easements, or has located specific points or

1 monuments, such data shall be considered in making the survey and all monuments and  
2 points found and used shall be indicated on the map with proper references made to field  
3 books, surveys, tie books, or other maps or information of public record. If the points were  
4 reset by ties, or if record points were not found, that fact shall be clearly noted and a note  
made of any new point set in its place. The final map shall also show and tie in the locations  
of any City boundaries crossing or adjoining the subdivision.

5 D. Survey Data for Lots. Dimensions of lots shall be the net dimensions. Each lot shall be  
6 shown fully on a sheet. All lots containing three-quarters of an acre or more shall show net  
7 acreage and, when required by the City Engineer, the gross acreage. Whenever acreages  
8 are shown for lots, blocks, or for the total tract area, they shall be shown to the nearest  
thousandth of an acre, and when required by the City Engineer, in square feet, to the  
nearest hundredth of a square foot.

9 **10-5.106 Submittal for City approval.**

10 A. Preliminary Submittal. The subdivider shall submit two sets of prints of the final map to  
11 the City Engineer for review. The preliminary prints shall be accompanied by two copies of  
12 the following data, plans, reports, and documents in a form as approved by the City  
Engineer:

13 1. Improvement Plans. Improvement plans as required by HPMC Section 10-13.101,  
14 Improvements and Dedications.

15 2. Soils and Geology Report. A soils and geology report shall be prepared and submitted for  
16 the subdivision.

17 3. Evidence of Title. The evidence of title required by the Subdivision Map Act shall be a  
18 certificate of title or a policy of title insurance issued by a title company authorized by law of  
19 the state of California to write the same, showing the names of all persons having any  
20 record of title interest in the land to be subdivided, together with the nature of their  
21 respective interests therein. In the event that any dedication is to be made for public use of  
any property shown on any such final map or parcel map of land in the City, the said  
certificate of title or policy of title insurance shall be issued for the benefit and protection of  
the City. Such certificate or policy shall be dated and delivered upon request of the City  
Engineer when such final map is ready for recordation.

22 4. Improvement Bond Estimate. The improvement bond estimate shall include all  
23 improvements within public rights-of-way, easements, or common areas and utility trench  
24 backfill as provided by the developer, except for those utility facilities installed by a utility  
company under the jurisdiction of the California Public Utilities Commission.

25 5. Deeds for Easements or Rights-of-Way. Deeds for easements or rights-of-way required  
26 for road or drainage purposes, which have not been dedicated on the final map. Written  
27 evidence acceptable to the City in the form of rights of entry or permanent easements  
28 across private property outside of the subdivision permitting or granting access to perform  
necessary construction work and permitting the maintenance of the facility.

1 6. Joint Use of Right-of-Way Agreement. Agreements, acceptable to the City, executed by  
2 all owners of all utility and other easements within the proposed right-of-way, consenting to  
3 the dedication of the road or consenting to the joint use of the right-of-way, as may be  
4 required by the City for public use and convenience of the road shall be required. These  
5 owners shall join in the dedication and subordinate their rights to the rights of the public in  
6 the road.

7 7. Traverse Closures. Traverse closures for the boundary blocks, lots, easements, street  
8 center lines, and monument lines. The error of field closures in the traverse around the  
9 subdivision and around the interior lots or blocks shall not exceed 1/20,000.

10 8. Hydrology and Hydraulic Calculations. Complete hydrology and hydraulic calculations of  
11 all storm drains.

12 9. Organization Documents. The submittal of the final map or parcel map shall include the  
13 proposed declaration of covenants, conditions and restrictions, and all other organization  
14 documents for the subdivision in a form as prescribed by Section 1355 of the Civil Code of  
15 the state of California. All documents shall be subject to review by the City Engineer and  
16 City attorney.

17 10. Any additional data, reports, or information as required by the City Engineer.

18 B. Return to Subdivider's Engineer for Corrections. Upon completing the preliminary review  
19 the City Engineer shall note the required corrections on the preliminary prints, reports, and  
20 data and return one set to the subdivider's engineer for revision.

21 C. Resubmittal. The subdivider's engineer shall submit two sets of the revised map, reports,  
22 and data to the City Engineer. After reviewing the revisions, one set shall be returned to the  
23 subdivider's engineer marked "Approved as Submitted," "Approved when Corrected as  
24 Noted," or "Revise and Resubmit."

25 D. Approval by the City Engineer. Upon receipt of an approved print, the subdivider shall  
26 submit the original tracing of the revised map, prepared in accordance with the Subdivision  
27 Map Act and this Title and corrected to its final form, and signed by all parties required by  
28 the Subdivision Map Act and this Title to execute the certificates on the map to the City  
29 Engineer.

30 The City Engineer shall sign the appropriate statements and transmit the original to the  
31 department.

#### 32 **10-5.107 Approval by City Council.**

33 The final map, upon execution by the City Engineer, together with the subdivision  
34 improvement agreement, shall be placed on a City Council agenda for approval by the City  
35 Clerk. The City Council shall consider the final map for approval within 30 days of the  
36 department receiving the final map from the City Engineer. The City Council shall have  
37 approved the subdivision improvement agreement before approving the final map.

1 If the subdivision improvement agreement and final map are approved by the City Council, it  
2 shall instruct the mayor to execute the agreement on behalf of the City. If the subdivision  
3 improvement agreement and/or final map is unacceptable, the City Council shall specify  
4 their recommended corrections, instruct the City Engineer to draft a new agreement and/or  
5 revise the final map and defer approval until an acceptable agreement and/or final map has  
6 been resubmitted.

7 **10-5.108 Denial by the City Council.**

8 The City Council shall deny approval of the final map upon making any of the findings  
9 contained in Section 66473 of the Subdivision Map Act. The City Council shall not deny  
10 approval of the final map if it has previously approved tentative parcel and tentative tract  
11 maps for the proposed subdivision and if it finds that the final map is in substantial  
12 compliance with the previously approved tentative parcel and tentative tract maps.

13 **10-5.109 Filing with the county recorder.**

14 Upon approval of the final map by the City Council and receipt of the improvement security  
15 by the City Engineer, the City clerk shall execute the appropriate certificate on the certificate  
16 sheet and forward the map, or have an authorized agent forward the map, to the clerk of the  
17 county board of supervisors for transmittal to the county recorder.

18 **Chapter 6 PARCEL MAPS**

19 **10-6.101 General.**

20 The form and contents, submittal, approval, and filing of parcel maps shall conform to the  
21 provisions of this chapter and the Subdivision Map Act.

22 **10-6.102 Form.**

23 The form of the parcel map shall conform to final map form requirements as specified by  
24 HPMC Section 10-5.102, Form.

25 **10-6.103 Contents.**

26 The contents of the parcel map shall conform to final map content requirements as specified  
27 by HPMC Section 10-5.103, Contents, and as modified herein.

28 Certificates shall be in accordance with Section 66449 of the Government Code.

**10-6.104 Lot design.**

The size, dimensions, and configuration of lots or parcels created by any division of land  
shall conform to the requirements as specified by HPMC Section 10-5.104, Lot design.

1 **10-6.105 Survey required.**

2 An accurate and complete survey of the land to be subdivided shall be made by a registered  
3 civil engineer or licensed land surveyor. All monuments, property lines, center lines of  
4 streets, alleys, and easements adjoining or within the subdivision shall be tied into the  
5 survey. The allowable error of closure on any portion of the parcel map shall not exceed  
6 1/10,000 for field closures and 1/20,000 for calculated closures.

6 **10-6.106 Submittal for City approval.**

7 A. Preliminary Submittal. The subdivider shall submit three sets of prints of the parcel map  
8 to the City Engineer for review. The preliminary prints shall be accompanied by two copies  
9 of the data, plans, reports, and documents as required for final maps by HPMC Section 10-  
10 5.106(A), Preliminary Submittal, and as modified herein.

11 The City Engineer may waive any of the requirements of HPMC Section 10-5.106, Submittal  
12 for City approval, upon finding that the location and nature of the proposed subdivision is  
13 such as not to necessitate compliance with said requirements.

14 Any additional information or documents required shall be as specified within the conditions  
15 of approval of the tentative parcel map.

16 B. Return to Subdivider's Engineer for Corrections. Upon completing a preliminary review,  
17 the City Engineer shall note the required corrections on the preliminary prints, reports, and  
18 data and return one set to the subdivider's engineer for revision.

19 C. Resubmittal. The subdivider's engineer shall submit two sets of the revised map, reports,  
20 and data to the City Engineer. After reviewing the revisions, one set shall be returned to the  
21 subdivider's engineer marked "Approved as Submitted," "Approved when Corrected as  
22 Noted," or "Revise and Resubmit."

23 **10-6.107 Approval by City Engineer.**

24 Upon receipt of an approved print, the subdivider shall submit the original tracing of the  
25 revised map, prepared in accordance with the Subdivision Map Act and this Title and  
26 corrected to its final form, and signed by all parties required by the Subdivision Map Act and  
27 this Title to execute the certificates on the map, to the City Engineer. The City Engineer,  
28 upon signing the City Engineer's certificate, shall transmit the original to the City clerk or  
authorized agent.

**10-6.108 Denial by City Engineer.**

The City Engineer shall deny approval of the parcel map upon making any of the findings  
contained in Section 66474 of the Subdivision Map Act.

The City Engineer shall not deny approval of the parcel map if the Planning Commission has  
previously approved a tentative parcel map for the proposed division and if he finds that the  
parcel map is in substantial compliance with the previously approved tentative parcel map.

1 **10-6.109 Filing with the county recorder.**

2 The City clerk or authorized agent shall transmit the approved parcel map directly to the  
3 county recorder.

4 **10-6.110 Waiver of parcel map requirements.**

5 The City Engineer may waive the requirement for a parcel map imposed by HPMC Section  
6 10-3.101, Maps required; provided, that:

7 A. A tentative parcel map has been approved by the Planning Commission pursuant to the  
8 provisions of this Title and the Subdivision Map Act; and

9 B. The City Engineer makes the finding that the proposed division of land complies with  
10 requirements as to area, improvement and design, floodwater drainage control, appropriate  
11 improved public roads, sanitary disposal facilities, water supply availability, environmental  
12 protection, and other requirements of the approved tentative parcel map, this Title, and the  
13 Subdivision Map Act.

14 Upon waiving the parcel map requirement the City Engineer shall cause to be filed with the  
15 county recorder a grant of waiver and certificate of compliance accompanied by the  
16 approved tentative parcel map for the land to be divided.

17 **Chapter 7 LOT LINE ADJUSTMENTS**

18 **10-7.101 Purpose.**

19 The purpose of this chapter is to provide for the submittal and processing of lot line  
20 adjustments for the modification of existing property lines between four or fewer existing  
21 adjoining properties; and provided, that no more parcels are created by the adjustment than  
22 existed prior to it in compliance with the subdivision regulations.

23 **10-7.102 Procedures for filing.**

24 A subdivider requesting a lot line adjustment shall make an application to the director by  
25 submitting a written statement of request accompanied by sufficient copies of the following  
26 as determined by the director:

27 A. A plot map that clearly depicts the boundaries and lot area of all parcels subject to the  
28 adjustment both before and after the adjustment is approved.

B. The location of all existing structures.

C. The proposed legal description of each parcel to be adjusted.

D. Completed application forms as provided by the Community Development Department.

E. Payment of fees as set by resolution of the City Council.

1 **10-7.103 City Engineer's findings.**

2 A lot line adjustment shall be approved by the City Engineer upon his written finding that:

3 A. The proposed adjustments to the existing properties result in compliance with applicable  
4 zoning and building codes.

5 B. The lot line adjustment will modify the existing property lines between four or fewer  
6 existing adjoining properties and the number of parcels resulting from the adjustment  
7 remains the same or is decreased.

8 C. The proposed adjustments are in compliance with the City's subdivision regulations and  
9 the Subdivision Subdivision Map Act.

10 **10-7.104 City Engineer's review and approval.**

11 The Community Development Department shall forward the lot line adjustment application to  
12 the City Engineer who shall review and approve or disapprove the lot line adjustment within  
13 30 days after the application has been accepted as complete for filing. The City Engineer  
14 shall approve the lot line adjustment pursuant to the ability to make the required findings  
15 delineated in HPMC Section 10-7.103. The City Engineer may impose conditions or  
16 exactions as necessary to ensure compliance with the general plan and applicable  
17 provisions of the city's zoning and building codes, pertaining to lots, or to facilitate the  
18 relocation of existing utilities, infrastructure or easements. The City Engineer's decision  
19 shall be in written form documenting the findings for approval or reasons for disapproval. If  
20 approved, the City Engineer shall certify the adjustment plot map.

21 **10-7.105 Appeal of City Engineer's decision.**

22 The applicant or any affected party may appeal the decision of the City Engineer on a lot  
23 line adjustment to the City Council. All appeals shall be submitted and acted upon in the  
24 manner prescribed in HPMC Section 10-3.109 of this title. The City Council may sustain,  
25 modify, or overrule any such ruling, finding, or disapproval of the City Engineer. The City  
26 Council shall approve the lot line adjustment pursuant to its affirmative determination of  
27 findings delineated in HPMC Section 10-7.103. The decision of the City Council shall be  
28 final

**10-7.106 Filing with county recorder.**

Upon approval of the lot line adjustment, the City Engineer shall transmit a certificate of  
compliance form, together with the approved plot map, to the county recorder for  
recordation.

The lot line adjustment shall be effective upon its being filed for record by the county  
recorder.

1 **Chapter 8 REVERSION TO ACREAGE**

2 **10-8.101 General.**

3 Subdivided property may be reverted to acreage pursuant to the provisions of this Title and  
4 the Subdivision Map Act. This Title shall apply to final maps and parcel maps.

5 **10-8.102 Initiation of proceedings.**

6 A. By Owners. Proceedings to revert subdivided property to acreage may be initiated by  
7 petition of all of the owners of record of the property. The petition shall be in a form  
8 prescribed by the City Engineer. The petition shall contain the information required by  
HPMC Section 10-8.103 and such other information as required by the City Engineer.

9 B. By City Council. The City Council, at the request of any person or on its own motion, may  
10 initiate proceedings to revert property to acreage. The City Council shall direct the City  
Engineer to obtain the necessary information to initiate and conduct the proceedings.

11 **10-8.103 Contents of petition.**

12 The petition shall contain, but not be limited to, the following:

13 A. Adequate evidence of title to the real property.

14 B. Sufficient data to enable the City Council to make all of the determinations and findings  
15 required by the Subdivision Map Act and this chapter.

16 C. Tentative parcel and tentative tract maps in the form prescribed by HPMC Section 10-  
17 4.104, Form and contents.

18 D. A final map or parcel map in the form prescribed by HPMC Sections 10-5.102 or 10-  
19 6.102 which delineates dedications which will not be vacated and dedications required as a  
condition to reversion. Final maps or parcel maps shall be conspicuously designated with  
20 the title: "The Purpose of this Map is a Reversion to Acreage."

21 E. A deposit as required by the City Engineer towards processing and plan-checking costs  
22 in accordance with the City's resolution establishing fees and charges.

23 **10-8.104 Submittal of petition to the City Engineer.**

24 The final map or parcel map for the reversion, together with all other data as required by this  
25 chapter, shall be submitted to the City Engineer for his review. Upon finding that the petition  
26 meets all the requirements of this Title and the Subdivision Map Act, the City Engineer shall  
27 submit the final map or parcel map, together with his report and recommendations of  
approval or conditional approval of the reversion to acreage, to the City Council for its  
consideration.

1 **10-8.105 City Council approval.**

2 A public hearing shall be held by the City Council on all petitions for initiation of reversions to  
3 acreage. Notice of the public hearing shall be given as provided in Sections 66451.3 and  
4 66451.4 of the Subdivision Map Act. The City Engineer may give such other notice as he  
deems necessary or advisable.

5 A. The City Council may approve a reversion to acreage only if it finds and records by  
6 resolution that:

7 1. Dedications or offers of dedication to be vacated or abandoned by the reversion to  
8 acreage are unnecessary for present or prospective public purposes;

9 2. At least one of the following:

10 a. All owners of an interest in the real property within the subdivision have consented to  
11 reversion; or

12 b. None of the improvements required to be made have been made within two years from  
13 the date the final map or parcel map was filed for record, or within the time allowed by  
14 agreement for completion of the improvements, whichever is later; or

15 c. No lots shown on the final map or parcel map have been sold within five years from the  
16 date such map was filed for record.

17 B. The City Council shall record its decision in writing with the findings upon which the  
18 decision is based. The City Council may approve the reversion to acreage, with or without  
19 conditions, supported by the findings required by Section 66499.16 of the Subdivision Map  
20 Act. The City Council shall require as conditions of the reversion:

21 1. Dedications or offers of dedication for streets, public rights-of-way or easements  
22 necessary to accomplish the purposes of the subdivision regulations;

23 2. The retention of all or a portion of previously paid subdivision fees, deposits or  
24 improvement securities if the same are necessary to accomplish any of the purposes or  
25 provisions of the Subdivision Map Act or the subdivision regulations; and

26 3. Such other conditions as are necessary to accomplish the purposes or provisions of the  
27 Subdivision Map Act or the subdivision regulations or necessary to protect the public health,  
28 safety or welfare.

**Chapter 9 PARCEL MERGERS**

**10-9.101 Purpose.**

The purpose of this chapter is to provide for the submittal and processing of parcels to be merged in accordance with the Subdivision Map Act and the subdivision regulations.

1 **10-9.102 Applicability.**

2 Except as provided in Sections 66451.11(b)(A) through (E) of the Subdivision Map Act, two  
3 or more contiguous parcels or units of land held by the same owner may be merged, if any  
4 one of the parcels or units of land does not conform to the minimum parcel or lot size  
5 required by this title, and if all of the following requirements are satisfied:

6 A. At least one of the affected parcels or units of land is undeveloped with any structure for  
7 which a building permit was issued or for which a building permit was not required at the  
8 time of construction, or is developed only with an accessory structure or accessory  
9 structures, or is developed with a single structure other than an accessory structure which is  
10 also partially sited on a contiguous parcel or unit of land.

11 B. With respect to any affected parcel or unit of land, one or more of the following conditions  
12 exists:

- 13 1. The parcel comprises less than 5,000 square feet in area at the time of the determination  
14 of merger;
- 15 2. The parcel was not created in compliance with applicable laws and ordinances in effect at  
16 the time of its creation;
- 17 3. The parcel does not meet current standards for sewage disposal and domestic water  
18 supply;
- 19 4. The parcel does not meet slope stability standards;
- 20 5. The parcel has no legal access which is adequate for vehicular and safety equipment  
21 access and maneuverability;
- 22 6. The parcel's development would create health or safety hazards; or
- 23 7. The parcel is inconsistent with the general plan, zoning ordinance and any applicable  
24 specific plan, other than minimum lot size or density standards.

25 This merger of parcels shall not apply if any of the conditions stated in Section  
26 66451.11(b)(A), (B), (C), or (D) of the Subdivision Map Act exist.

27 The City Engineer shall review the proposed parcel merger to verify compliance with the  
28 Subdivision Map Act and with this Title.

C. The owner of the affected parcels has been notified of the merger proposal pursuant to  
Section 66451.13 of the Subdivision Map Act, and is afforded the opportunity for a hearing  
pursuant to Section 66451.14 of the Subdivision Map Act. For purposes of determining  
whether contiguous parcels are held by the same owner, ownership shall be determined as  
of the date that the notice of intention to determine status is recorded in compliance with  
HPMC Section 10-9.103, Notice of intention to determine status.

1 **10-9.103 Notice of intention to determine status.**

2 Prior to recording a notice of merger, a notice of intention to determine status shall be  
3 prepared by the director and delivered to the current owner of record by certified mail. The  
4 notice shall state that the affected parcels or units of land may be merged pursuant to the  
5 subdivision regulations and that, within 30 days from the date the notice of intention was  
6 recorded, the owner may request a hearing before the Planning Commission to present  
evidence that the property does not meet the criteria for merger. The notice of intention to  
determine status shall be filed with the county recorder by the director on the same day that  
the notice is mailed to the property owner.

7 **10-9.104 Hearing on determination of status.**

8 The owner of the affected property may file a written request for consideration by the  
9 Planning Commission within 30 days after recording of the notice of intention to determine  
10 status. Upon receipt of the request, the Community Development Department shall set a  
11 time, date and place for consideration by the Planning Commission and notify the owner of  
12 such hearing by certified mail. The Planning Commission shall consider the matter within 60  
days following the receipt of the owner's request, or the hearing may be postponed or  
continued by mutual consent of the director and the property owner.

13 The Planning Commission shall provide the property owner with an opportunity to present  
14 evidence that the affected property does not meet the requirements for merger specified in  
the subdivision regulations.

15 After consideration of the evidence presented, the Planning Commission shall determine  
16 whether the affected parcels are to be merged or are not to be merged and shall notify the  
17 owner of the determination. The determination of the Planning Commission shall be mailed  
to the property owner within five (5) days of the date of the Planning Commission's action.

18 **10-9.105 Determination of merger.**

19 If the Planning Commission makes a determination that the parcels are to be merged, a  
20 notice of merger shall be filed with the county recorder by the director within 30 days of the  
21 conclusion of the Planning Commission's action, unless the decision has been appealed in  
22 compliance with HPMC Section 10-9.106, Appeal. The notice of merger shall specify the  
23 name of the record owner and a description of the property. The notice of merger under the  
subdivision regulations shall be in a form approved by the director prior to being filed for  
record with the county recorder.

24 If the Planning Commission makes a determination that the parcels shall not be merged, a  
25 release of the notice of intention to determine status shall be filed with the county recorder  
26 by the director within 30 days after the Planning Commission's determination, and a  
clearance letter shall be delivered to the owner by certified mail.

1 **10-9.106 Appeal.**

2 The decision of the Planning Commission shall be considered final unless an appeal is filed  
3 in compliance with HPMC Section 10-3.109, Appeals. The decision of the Planning  
4 Commission, or any condition of approval, is appealable to the City Council.

5 **10-9.107 Determination when no hearing is requested.**

6 If the owner does not file a request for a hearing within 30 days after the recording of the  
7 notice of intention to determine status, the director may, at any time thereafter, make a  
8 determination that the parcels are or are not to be merged. If they are to be merged, a notice  
9 of merger shall be filed with the county recorder by the director within 90 days after the  
10 mailing of the notice of intention to determine status in compliance with HPMC Section 10-  
11 9.103, Notice of intention to determine status.

12 **10-9.108 Request to merge by property owner.**

13 If the merger of contiguous parcels or units of land is initiated by the record owner, the  
14 owner may waive in writing the right for consideration by the Planning Commission and to all  
15 notices required by the subdivision regulations. Upon receipt of such waiver, the director  
16 shall file with the county recorder a notice of intention to determine status, the waiver of right  
17 of hearing and notice, and a notice of merger, as approved by the City Engineer.

18 In approving such merger, the City may impose reasonable conditions. The reasonableness  
19 of such conditions may be appealed, within 15 days of written notice of the conditions, to the  
20 City Council in accordance with HPMC Section 10-3.109.

21 A fee to be charged at actual cost shall be charged to the applicant for processing such  
22 merger. A deposit may be required to be applied toward this fee.

23 **Chapter 10 CONDOMINIUMS AND CONDOMINIUM CONVERSIONS**

24 **10-10.101 Condominiums and condominium conversions.**

25 The development of condominium projects and/or the conversion of real property to a  
26 condominium project, a community apartment project, or a stock cooperative project shall be  
27 governed by the provisions and requirements of HPMC Title 9, Chapter 3, Article 15.

28 **Chapter 11 VESTING TENTATIVE MAPS**

**10-11.101 Purpose.**

The purpose of this chapter is to provide for the submittal and processing of vesting  
tentative parcel and vesting tentative tract maps for the subdivision of land in compliance  
with the subdivision regulations.

1 **10-11.102 Applicability.**

2 Whenever a provision of the Subdivision Map Act or the subdivision regulations requires or  
3 authorizes the filing of a tentative parcel map or tentative tract map, a vesting tentative  
4 parcel map or vesting tentative tract map may be filed instead. The filing of a vesting  
5 tentative parcel map or vesting tentative tract map, as opposed to a tentative tract map or  
tentative parcel map, shall not be a prerequisite to any approval for any proposed  
subdivision, permit for construction, or work preparatory to construction.

6 An application for a vesting tentative parcel or vesting tentative tract map shall be filed with  
7 the Community Development Department in compliance with HPMC Section 10-3.105,  
8 Application filing and fees. The vesting tentative parcel or vesting tentative tract map shall  
9 be prepared in a manner acceptable to the department and shall be prepared by a  
10 registered civil engineer or licensed land surveyor. The vesting tentative parcel map or  
11 vesting tentative tract map shall be clearly and legibly drawn and shall contain the  
12 information identified in the City's subdivision manual, unless waived by the director. The  
department may also require additional materials, exhibits, data or information as deemed  
necessary to accomplish the purposes of the Subdivision Map Act and the subdivision  
regulations. Vesting tentative parcel and vesting tentative tract map applications shall be  
determined to be complete by the department only when:

13 A. All necessary application forms, materials and exhibits as established by the Community  
14 Development Department are accepted as adequate;

15 B. A preliminary soils, geology, and seismicity report prepared in accordance with the  
16 California Building Code and the City's grading manual is accepted as adequate;

17 C. A preliminary title report showing the legal owners and any encumbrances and  
18 easements is accepted as adequate by the City Engineer; said title report shall be updated  
19 every six months from the date of the original submittal until final action on the application is  
taken;

20 D. All necessary determinations and documents to comply with the California Environmental  
Quality Act have been certified or adopted; and

21 E. All fees and/or deposits, as set by a resolution of the City Council, have been submitted  
22 and accepted.

23 Vesting tentative parcel and vesting tentative tract maps shall be considered by the Planning  
24 Commission and City Council, in compliance with HPMC Section 10-3.104, Authority for  
subdivision decisions, with a noticed public hearing.

25 An application for approval of a vesting tentative parcel or vesting tentative tract map in  
26 compliance with the subdivision regulations shall be submitted concurrently with all  
27 applications for other necessary discretionary City approvals for the development.  
28

1 **10-11.103 Application processing.**

2 Each application shall be analyzed by the Community Development Department to ensure  
3 that the proposed subdivision is consistent with the requirements of the Subdivision Map  
4 Act, subdivision regulations, Huntington Park general plan, zoning ordinance, any applicable  
5 specific plan, this Title and other applicable provisions of the Huntington Park Municipal  
6 Code and state law.

7 An application for a vesting tentative parcel and vesting tentative tract map will be  
8 processed in compliance with HPMC Title 10, Chapter 4, Tentative Parcel and Tentative  
9 Tract Maps.

10 **10-11.104 Findings and decision.**

11 The decision-making body shall record its decision in writing with the findings upon which  
12 the decision is based. The City Council may approve an application for a vesting tentative  
13 parcel or vesting tentative tract map, with or without conditions, supported by the findings  
14 required by the Subdivision Map Act and by the findings required by the California  
15 Environmental Quality Act.

16 **10-11.105 Conditions of approval.**

17 In approving a vesting tentative parcel or vesting tentative tract map, the City Council may  
18 impose conditions deemed necessary to ensure that the approval will be in compliance with  
19 the findings required by HPMC Section 10-11.104, Findings and decision.

20 The City Council may require, as a condition of its approval that the payment by the  
21 subdivider of all development fees required to be paid be made at the rate for such fees in  
22 effect at the time of permit issuance.

23 **10-11.106 Post-approval procedures.**

24 A. Appeals. The decision of the City Council is final.

25 B. Time Extensions. Time extensions may be granted in compliance with HPMC Section 10-  
26 3.110, Expirations – Time extensions. If a vesting tentative parcel or vesting tentative tract  
27 map is not recorded within the established time frame, and a time extension is not granted,  
28 the vesting tentative parcel or vesting tentative tract map shall be deemed to have expired.

**10-11.107 Rights of a vesting tentative map.**

A. The approval of a vesting tentative parcel map or vesting tentative tract map shall confer  
a vested right to proceed with development in substantial compliance with the ordinances,  
policies, and standards as described in Section 66474.2 of the Subdivision Map Act.  
However, if Section 66474.2 is repealed, the approval of a vesting tentative parcel map or  
vesting tentative tract map shall confer a vested right to proceed with development in  
substantial compliance with the ordinances, policies, and standards in effect at the time the  
vesting tentative parcel map or vesting tentative tract map is approved or conditionally  
approved.

1 B. A permit, approval, extension, or entitlement sought after approval of a vesting tentative  
2 tract map or vesting tentative parcel map may be conditioned or denied if any of the  
3 following are determined:

4 1. A failure to do so would place the residents of the subdivision or the immediate  
5 community, or both, in a condition dangerous to their health or safety, or both; or

6 2. The condition or denial is required to comply with state or federal law.

7 C. The rights referred to herein shall expire if a final map is not approved prior to the  
8 expiration of the vesting tentative parcel or tentative tract map. If the final map is approved,  
9 these rights shall last for the following periods of time:

10 1. An initial time period of one year beyond the recording of the final parcel map or final tract  
11 map. When several final maps are recorded on various phases of a project covered by a  
12 single vesting tentative parcel or vesting tentative tract map, this one-year initial time period  
13 shall begin for each phase when the final map for that phase is recorded. All of the said final  
14 parcel maps or final tract maps must be recorded within the time period set forth in HPMC  
15 Section 10-3.110, Expirations – Time extensions, or the vesting tentative parcel or vesting  
16 tentative tract map approval shall expire for those parcels for which final parcel maps or final  
17 tract maps are not timely recorded.

18 2. The one-year initial time period shall be automatically extended by any time used for  
19 processing a complete application for a grading permit, if the time used by the City to  
20 process the application exceeds 30 days from the date that a complete application is filed.

21 3. If the subdivider submits a complete application for a building permit prior to the expiration  
22 of the vesting tentative tract map or vesting tentative parcel map, the rights referred to  
23 herein shall continue until the expiration of that permit, or any extension of that permit.

24 D. An approved vesting tentative parcel or vesting tentative map shall not limit the City from  
25 imposing reasonable conditions on subsequent required approvals or permits necessary for  
26 the development in accordance with subsection (B) of this section.

## 27 **Chapter 12 CORRECTION AND AMENDMENT TO MAPS**

### 28 **10-12.101 Tentative parcel or tentative tract maps.**

29 Prior to final tract or final parcel map approval, minor amendments to the approved tentative  
30 parcel or tentative tract map, including vesting tentative maps, or conditions of approval may  
31 be approved by the director upon filing of an application and paying applicable fees, as  
32 established by City Council resolution, by the subdivider or on the department's own  
33 initiative; provided, that:

34 A. No lots, units, or building sites or structures are added;

35 B. The changes are consistent with the intent and spirit of the original tentative map  
36 approval; and

1 C. There are no resulting violations of the Huntington Park general plan, the zoning  
2 ordinance, any applicable specific plan, the subdivision regulations, this Title or the  
Subdivision Map Act.

3 The amendment shall be indicated on the approved tentative parcel or tentative tract map  
4 and certified by the director. Amendments to the tentative parcel or tentative tract map, or  
5 conditions of approval which, in the opinion of the director, are not minor, shall be presented  
6 to the original decision-making body for consideration. Processing of amendments shall be  
the same as originally processed for the applicable subdivision type. Any approved  
amendment shall not alter the expiration date of the tentative parcel or tract map.

7 **10-12.102 Final maps.**

8 A. After a final tract or parcel map is filed in the office of the county recorder, it may be  
9 amended by a certificate of correction or an amending map for the purposes specified in  
10 Section 66469 of the Subdivision Map Act.

11 B. In addition to the provisions of HPMC Section 10-12.101, Tentative parcel or tentative  
12 tract maps, a final tract or parcel map may be amended by a certificate of correction if there  
13 are changes which make any of the conditions of the map no longer appropriate or  
14 necessary and the modifications do not impose any additional burden on the present fee  
owner of the property, and if the modifications do not alter any right, title or interest in the  
real property reflected on the recorded map, and the map as modified conforms to the  
provisions of Section 66474 of the Subdivision Map Act.

15 The amending map or certificate of correction shall be prepared by a registered civil  
16 engineer or licensed land surveyor. The form and contents of the amending map shall  
17 conform to the requirements of HPMC Section 10-4.104, 10-5.102, 10-6.103. The certificate  
18 of correction shall set forth in detail the corrections made and show the names of the  
present fee owners of the property affected by the correction.

19 C. Modifications made pursuant to this section shall be set for public hearing before the City  
20 Council consistent with the noticing provisions of HPMC Section 10-3.108, Public hearings.  
21 The hearing by the City Council shall be confined to consideration of, and action on, the  
proposed modification.

22 D. The amending map or certificate of correction certified by the City Engineer shall be filed  
23 in the office of the county recorder. Upon such filing, the county recorder shall index the  
24 names of the fee owners and the appropriate subdivision designation shown on the  
25 amending map or certificate of correction in the general index and map index, respectively.  
26 Thereafter, the original map shall be deemed to have been conclusively so corrected, and  
27 thereafter shall impart constructive notice of all such corrections in the same manner as  
28 though set forth upon the original map.

1 **Chapter 13 IMPROVEMENTS AND DEDICATIONS**

2 **10-13.101 Purpose.**

3 The purpose of this Chapter is to define, specify, regulate, and control the design and  
4 improvement of public works facilities, dedications, and offers of dedications, and other  
5 requirements imposed as conditions of the acceptance and approval of final maps, parcel  
6 maps, reversions to acreage, and all other procedures and processes wherein public  
improvements, improvement plans, and dedications are required as a condition precedent to  
official City approval either by the City Engineer, Planning Commission, or City Council.

7 **10-13.102 General.**

8 All improvements as may be required as conditions of approval of the tentative map or  
9 tentative parcel map or City ordinance, together with, but not limited to, the following public  
10 improvement requirements, shall be required of all divisions of land. All required  
11 improvements shall be constructed by the subdivider according to approved standards. No  
12 final map shall be presented to the City Council or parcel map to the City Engineer for  
approval until the subdivider either completes the required improvements or enters into an  
agreement with the City agreeing to do such work.

13 **10-13.103 Improvement standards required.**

14 The minimum public improvements which shall be required to be made or guaranteed under  
15 the provisions of this Title shall be as follows:

- 16 A. The improvement of public and private streets to provide suitable access and circulation.
- 17 B. A sewerage system to provide adequate collection of wastes from each lot, parcel,  
18 building, or structure within the area being developed.
- 19 C. A water supply system capable of providing adequate water supply and fire protection for  
20 each lot, parcel, building, or structure within the area of development.
- 21 D. Storm drainage systems to provide the area with suitable protection against inundation,  
erosion, sedimentation, or damage to on- or off-site property.
- 22 E. A street lighting system.
- 23 F. Traffic control and warning signs, pavement striping and markings, all in conformance  
24 with the requirements of state law and the City Engineer.
- 25 G. Installation of landscaping and irrigation facilities adjacent to or appurtenant to other  
26 public improvements.
- 27 H. Installation of underground utilities, including gas, telephone, cable TV, electrical, water,  
28 and sewer services.

1 I. Implementation of the urban storm water management mitigation measures as required by  
 2 the Regional Water Quality Control Board, Los Angeles Region (RWQCB), adopted Order  
 3 No. 01-182. This Order is the NPDES Permit (NPDES No.CAS004001) for municipal storm  
 4 water and urban runoff discharges within the County of Los Angeles.

5 J. Any other such requirements as needed to ensure conformity to or implementation of the  
 6 City general plan.

7 **10-13.104 City standards and designs.**

8 All public improvements and construction required and described in this title shall conform to  
 9 the standard plans and standard specifications of the City. The latest revised editions of the  
 10 Los Angeles County public works department standard plans, together with the applicable  
 11 provisions of the standard plans of the Los Angeles flood control district and the Los  
 12 Angeles County engineer sanitation division, shall serve as the standard plans for the City  
 13 except where the standards of this Title may conflict with the provisions of such other  
 14 standard plans, in which case the most restrictive standards shall take precedence. The  
 15 applicable portions of the latest edition of the American Public Works Association "Standard  
 16 Specifications for Public Works Construction" shall serve as the standard specifications.

17 The design and layout of all required public improvements shall conform to generally  
 18 acceptable engineering standards, the above-specified standard plans and standard  
 19 specifications, and to such standards as approved by the City Engineer.

20 **10-13.105 Streets and highways right-of-way and roadway widths.**

21 Streets and highways shall substantially conform to the circulation element of the general  
 22 plan or an adopted specific plan. Requirements may exceed General Plan requirements at  
 23 the request of the developer with concurrence of the City Engineer. In the absence of a  
 24 General Plan or Specific Plan, or any standards contained therein, the street system shall  
 25 relate in location and width to the existing streets in the area adjoining the development or  
 26 project and shall conform to the following:

RIGHT-OF-WAY AND ROADWAY WIDTH		
Type of Street/Highway	Roadway Width (Feet)	Road Width (Feet Between Curbs)
Local Residential (Without Sidewalks)	50 Min.	36 Min.
Local	54 – 60	36 – 40
Local Collector	60 – 84	40 Min.
Secondary and Primary Arterials (Without Parking)	80 – 100	64 – 84
Primary and Major Arterials (Without Parking)	100 Min.	84 Min.
Special Sections	See Below	See Below

1 Streets or highways not falling clearly into listed types or private streets with public service  
2 easements may have widths different than those listed as approved by the City Engineer.

3 **10-13.106 Street names and signs.**

4 All new streets shall be named and all private streets within planned unit and planned  
5 residential developments shall be named. The names shall be chosen by the City, or by the  
6 subdivider or developer, subject to the review and approval of the City Engineer. Street  
7 name signs and bearing block numbers shall be installed at intersections of all streets and  
8 highways and private named streets, and at such other locations designated by the City  
9 Engineer. All street name signs shall conform to the standards as established by the City as  
10 to size, color, height, lettering, and other details. Fees to pay for the furnishing and  
11 installation of street name signs by City forces shall be collected from the developer or  
12 subdivider, unless otherwise approved by the City Engineer.

13 **10-13.107 Parkway trees.**

14 Parkway trees shall be installed along all streets and highways. The trees shall be installed  
15 in the manner and shall conform to the size and species specified by the City Engineer. In  
16 full-width sidewalks, tree wells shall be provided as required for the trees.

17 On streets adjacent to industrial, manufacturing, or planned residential zones, parkway trees  
18 may not be required, provided they are replaced by trees or other suitable landscaping  
19 planted on adjacent properties in conjunction with on-site landscaping.

20 **10-13.108 Alleys and public service easements.**

21 Alleys may be required on all sites zoned or to be used for commercial or multiple-family  
22 purposes when the lot layout, safety or access, provision of legal access or public service  
23 needs make such public access necessary. Where the lot is large, under single ownership,  
24 and the conditions applicable for public alleys are not present, a public service easement,  
25 improved to City standards, may be required in lieu of an alley. The purpose of said public  
26 service easement is to provide an easement for all public and private utilities, including  
27 cable TV, and to provide an access easement for all public service vehicles including, but  
28 not limited to, emergency vehicles, police patrol, fire inspection, and refuse collection trucks.  
The property owner may otherwise control access and shall be responsible for maintenance  
of the roadway improvements within said public service easement. Alleys or public service  
easements may be required at the rear of all property fronting directly upon major highways  
and secondary streets and may be required at other locations where necessary to prevent  
undue interference with traffic. Where alleys or public service easements intersect, the  
corners shall be provided with cut-offs to provide sight distance and to facilitate turning.  
Alley and public service easement dedications shall include the cut-off areas.

All alleys and public service easements shall be subject to determination by the City  
Engineer as to design, alignment, width, and method of improvement, with the minimum  
width of any alley or public service easement being 20 feet. As a condition of tentative or  
final map approvals, existing alleys in need of reconstruction or upgrading, where  
determined by the City Engineer, may be required to be reconstructed or upgraded, or in

1 lieu thereof a reasonable cash deposit in the amount of the estimated cost of improvement  
2 shall be deposited with the City Engineer.

3 **10-13.109 Improvement plans.**

4 A. General. Improvement plans shall be prepared under the direction of and signed by a  
5 registered civil engineer licensed by the state of California. Improvement plans shall include,  
6 but not be limited to, grading, storm drains, landscaping, streets, and related facilities.

7 B. Form. Plans, profiles, and details shall be legibly drawn, printed or reproduced on 24-inch  
8 by 36-inch sheets. A border shall be made on each sheet providing one-half inch at the top,  
9 bottom, and right side and one and one-half inches on the left side. The plan shall include  
10 the following information:

11 1. A suitable title block shall be placed in the lower right corner or along the right edge and  
12 provide adequate space for approval by the City Engineer and for approval of plan revisions.

13 2. Plans and profiles shall be drawn to the scale of one inch equals 40 feet or larger unless  
14 approved by the City Engineer. Details shall be drawn to such scale as clearly shows the  
15 facility being constructed. The scales for various portions of the plans shall be shown on  
16 each sheet.

17 3. A vicinity map shall be shown on the first sheet of all sets of plans.

18 4. A north arrow shall be shown on each sheet when applicable.

19 5. Plans shall be laid out to orient north to the top or right edge of the sheet unless approved  
20 otherwise by the City Engineer.

21 6. All lettering shall be one-eighth inch minimum.

22 7. If the plans include three or more sheets, a cover sheet showing the streets, lots,  
23 easements, storm drains, index and vicinity map shall be included.

24 The form of all plans shall conform to such additional requirements as may be established  
25 by the City Engineer. The final form of all plans shall be as approved by the City Engineer.

26 C. Contents. The improvement plans shall show complete plans, profiles, and details for all  
27 required improvements to be constructed, both public and private (including common areas).

28 Reference may be made to the City of Huntington Park, county of Los Angeles, and state  
standard plans in lieu of duplicating the drawings thereon.

D. Supplementary Plans and Calculations. Hydrology, hydraulic plans and calculations,  
bond estimates, and any structural calculations as may be required shall be submitted with  
the improvement plans to the City Engineer. All calculations shall be legible, systematic, and  
signed and dated by a registered civil engineer licensed by the state of California and in a  
form as approved by the City Engineer.

1 E. Review by the City Engineer. The subdivider shall submit two sets of improvement plans  
2 and two copies of all computations to the City Engineer for review. Upon completion of his  
3 review, one set of the preliminary plans, with the required revisions indicated thereon, will be  
4 returned to the subdivider's engineer.

5 Upon finding that all required revisions have been made and that the plans conform to all  
6 applicable City ordinances, design review requirements and conditions of approval of the  
7 tentative map or tentative parcel map, the City Engineer shall sign and date the plans. The  
8 originals will be returned to the subdivider's engineer.

9 Approval by the City Engineer shall in no way relieve the subdivider or his engineer from  
10 responsibility for the design of the improvements and for any deficiencies resulting from the  
11 design thereof or from any required conditions of approval for the tentative map or tentative  
12 parcel map.

13 **10-13.110 Dedications.**

14 As a condition of approval of a final map or parcel map, the subdivider shall dedicate or  
15 make an irrevocable offer of dedication of all parcels of land within the subdivision that are  
16 needed for streets and alleys, including access rights and abutters' rights, drainage, public  
17 green ways, scenic easements, public utility easements, and other public easements. In  
18 addition, the subdivider shall improve or agree to improve all streets and alleys, including  
19 access rights and abutters' rights, drainage, public utility easements, and other public  
20 easements.

21 **10-13.111 Waiver of direct access rights.**

22 The City may require as a condition of approval of a tentative map that dedications or offers  
23 of dedication of streets include a waiver of direct access rights to any such street from any  
24 property within or abutting the subdivision.

25 Upon acceptance of the dedication, such waiver shall become effective in accordance with  
26 its provisions.

27 **10-13.112 Acceptance or rejection of dedication.**

28 A. By Tract Map. At the time of final map acceptance and approval by the City Council, the  
City Council may accept, accept subject to improvement, or reject any or all dedications or  
offers of dedication. The City clerk shall certify on the map the action by the City Council. If  
at the time the map is approved any dedications for streets, paths, alleys, or other purpose  
are rejected, the offer of dedication made by the owners shall remain open, and the City  
Council may, by resolution at any later date and without further action by or notice to the  
subdivider, rescind its action and accept and open the streets, paths, alleys, or other  
dedications and easements for public use, which resolution of acceptance shall be recorded  
with the county recorder.

B. By Parcel Map or Separate Instrument. If dedications are offered on the title sheet of a  
parcel map, then they may be accepted or rejected by the City Engineer in the same  
manner as outlined in subsection (A) of this section. If dedications are made by separate

1 instrument to the City, they shall be accepted as required by Section 27281 of the  
2 Government Code and shall thereupon be delivered to the county recorder for recordation.

3 **10-13.113 Improvement agreement.**

4 The construction of all public improvements required as a condition of the approval of a tract  
5 map or a parcel map, or required as the condition of approval of a reversion to acreage or a  
6 certificate of compliance, shall be guaranteed by the execution of a suitable agreement, in a  
7 form prescribed herein and approved by the City attorney. All such agreements shall contain  
8 the terms and conditions to be met by the subdivider, developer, or permittee, and shall  
9 specify a reasonable time in which to construct the improvements or perform the  
10 requirements and obligations of the agreement. The time allowed for the completion of the  
11 work shall be as specified by the City Engineer and shall depend upon the amount and  
12 complexity of the work involved, the type of development, and any other facts he may deem  
13 important. All agreements shall be executed by the owner, developer, or the subdivider of  
14 the property or land being divided or developed. The signatures shall be acknowledged  
15 before a notary public and the agreements shall be accompanied by evidence substantiating  
16 the signer's position, title, and authority to bind the person, company, partnership,  
17 corporation, joint venture, or other entity to the actions and obligations contained in the  
18 agreement. Prior to the expiration of the time allowed by the agreement in which to perform  
19 or complete the obligations contained therein, the subdivider, owner, or developer who  
20 executed the agreement may require in writing that the City Engineer extend the term of the  
21 agreement. The written request shall contain the reasons for the requested additional time,  
22 the length of the additional time requested and any other data deemed necessary or  
23 informative. The request shall be accompanied with written concurrence from the surety or  
24 bonding company whose bonds or securities were posted as a guarantee of the  
25 performance of the agreement, and a statement from the surety that they agree with, and  
26 have no objection to, the extension of time as requested by the agreement principal. Upon  
27 consideration of the written request and the evidence presented, the request shall be acted  
28 upon and shall be either approved, rejected, or modified. The request for extension may be  
handled at the staff level with written approval of the action by the City manager, or if the  
City Engineer feels the matter is of special interest or of unusual importance, he may place  
the request before the City Council for their consideration.

21 **10-13.114 Improvement security.**

22 A. General. Any improvement agreement, contract, or act required or authorized by the  
23 Subdivision Map Act, for which security is required, shall be secured in accordance with  
24 Section 66499 of the Government Code and as provided herein.

24 No final map or parcel map shall be signed by the City Engineer or recorded until all  
25 improvement securities required by this section have been received and approved.

26 B. Form of Security. The form of security shall be one or a combination of the following at  
27 the option of and subject to the approval of the City:

28 1. Bond or bonds by one or more duly authorized corporate sureties.

1 2. A deposit, either with the local agency or a responsible escrow agent or trust company, at  
2 the option of the City, of money or negotiable bonds of the kind approved for securing  
deposits of public monies.

3 3. An instrument of credit from one or more financial institutions subject to regulation by the  
4 state or federal government and pledging that the funds necessary to carry out the act or  
5 agreement are on deposit and guaranteed for payment, or a letter of credit issued by such a  
financial institution.

6 The provisions of the bond or bonds shall be in accordance with Sections 66499.1 and  
7 66499.2 of the Subdivision Map Act.

8 C. Amount of Security. A performance bond or security in the amount of 100 percent of the  
9 estimated construction cost to guarantee the construction or installation of all improvements  
10 shall be required of all subdivisions. An additional amount of 50 percent of the estimated  
11 construction costs shall be required to guarantee the payment to the subdivider's contractor,  
subcontractors, and to persons furnishing labor, materials, or equipment for the construction  
or installation of improvements.

12 Improvement securities shall be in the amount of the total estimated cost of all the required  
13 improvements and conditions, which amount shall include an amount equal to 10 percent of  
14 the total estimated cost for the purpose of securing payment to the City for its costs for  
overhead, administration, and other costs and expenses pertaining to the subdivision,  
division, or project.

15 D. Warranty Security. Upon acceptance of the subdivision improvements by the City  
16 Council, the subdivider shall provide security in the amount as required by the City Engineer  
17 to guarantee the improvements against any defective work or labor done or materials  
18 furnished. The warranty period shall extend for one year following the completion and  
19 acceptance of improvements. The amount of the warranty security shall not be less than 50  
percent of the cost of the construction of the improvements, including the cash bond, which  
shall be retained for the one-year warranty period.

20 E. Reduction in Performance Security. The City Engineer may authorize, in writing, the  
21 release of a portion of the security in conjunction with the acceptance of the satisfactory  
22 completion of a part of the improvements as the work progresses upon application by the  
23 subdivider, but in no case shall the security be reduced to less than 50 percent of the total  
24 improvement security given for faithful performance. The amount of reduction of the security  
25 shall be as determined by the City Engineer; however, in no event shall the City Engineer  
26 authorize a release of the improvement security which would reduce such security to an  
amount below that required to guarantee the completion of the improvements and any other  
obligation imposed by this Title, the Subdivision Map Act, or the improvement agreement.

26 F. Release of Improvement Securities.

27 1. Performance Security. The performance security shall be released only upon acceptance  
28 of the improvement by the City and when an approved warranty security has been filed with  
the City Engineer.

1 2. Material and Labor Security. Security given to secure payment to the contractor, his or  
2 her subcontractors, and to persons furnishing labor, materials, or equipment may, after  
3 passage of the time and acceptance of the improvements by the City Council, be reduced to  
4 an amount equal to the amount of all claims theretofore filed, and of which has been given  
5 to the City Council, together with the estimated cost of administering and releasing said  
6 funds, including estimated reasonable attorney fees. The balance of the security shall be  
7 released upon the settlement of all such claims and obligations for which the security was  
8 given.

9 **10-13.115 Construction.**

10 Construction shall not commence until required improvement plans have been approved by  
11 the City Engineer.

12 A. General. All improvements are subject to inspection and testing by the City Engineer or  
13 authorized personnel in accordance with the standards and specifications specified and  
14 required by this Title.

15 B. Pre-Construction Conference. Prior to commencing any construction, the developer shall  
16 arrange for a pre-construction conference with the City Engineer or his authorized  
17 personnel.

18 C. The City Engineer and his authorized representatives shall have the right to stop any  
19 work, refuse to inspect any work, or reject any or all work and construction if it is found that  
20 the work is unauthorized, is unsafe in any way to the workmen or the public, is inferior in  
21 materials or workmanship, was performed without inspection, or does not meet or comply  
22 with the City standards, specifications, or City-approved construction plans.

23 D. All work and improvements must be found to conform to the specified standards and  
24 specifications as a condition of the City's acceptance of them and the release of any  
25 improvement securities held therefore.

26 **10-13.116 Acceptance of improvements.**

27 When all improvement deficiencies have been corrected and as-built improvement plans  
28 filed, the subdivision improvements shall be considered for acceptance by the City. Divisions  
of land by tract map shall be responsible for the acceptance of divisions of land by parcel  
map, reversions to acreage, or certificates of compliance.

Acceptance of the improvements shall imply only that the improvements have been  
completed satisfactorily and that public improvements have been accepted for public use.

When requested by the subdivider in writing, the City may consider acceptance of a portion  
of the improvements as recommended by the City Engineer. The City will accept the  
improvements only if it finds that it is in the public interest and such improvements are for  
the use of the general public.

Acceptance of a portion of the improvements shall not relieve the developer from any other  
requirements imposed by this Title.

1 **Chapter 14 ENFORCEMENT**

2 **10-14.101 Prohibition.**

3 No person shall sell, lease, or finance any parcel or parcels of real property or commence  
4 construction of any building for sale, lease or financing thereon, except for model homes, or  
5 allow occupancy thereof, for which a final or parcel map is required by the Subdivision Map  
6 Act or the subdivision regulations, until such a map, in full compliance with the provisions of  
7 the Subdivision Map Act and this Title, has been filed with the county recorder.

8 Conveyances of any part of a division of real property for which a final or parcel map is  
9 required by the Subdivision Map Act or the subdivision regulations shall not be made by  
10 parcel or block number, letter or other designation, unless and until such map has been filed  
11 with the county recorder.

12 This section does not apply to any parcels or parcels of a subdivision offered for sale or  
13 lease, contracted for sale or lease, or sold or leased in compliance with or exempt from any  
14 law, including the subdivision regulations, regulating the design and improvement of  
15 subdivisions in effect at the time the subdivision was established.

16 **10-14.102 Remedies.**

17 Any deed of conveyance, sale, or contract to sell real property which has been divided, or  
18 which has resulted from a division, in violation of the provisions of the Subdivision Map Act  
19 or the subdivision regulations is voidable at the sole option of the grantee, buyer or person  
20 contracting to purchase, any heir, personal representative, or trustee in insolvency or  
21 bankruptcy thereof for a period of one year after the date of discovery of such violation. The  
22 deed of conveyance, sale or contract to sell is binding upon any successor in interest of the  
23 grantee, buyer or person contracting to purchase, other than those above enumerated, and  
24 upon the grantor, vendor or person contracting to sell, or his or her assignee, heir or  
25 devisee.

26 Any grantee, or successor in interest thereof, of real property which has been divided, or  
27 which has resulted from a division, in violation of the provisions of the subdivision  
28 regulations or the Subdivision Map Act may, within one year of the date of discovery of such  
violation, bring an action in the superior court to recover any damages suffered by reason of  
such division of property. The action may be brought against the person who divided the  
property in violation of the provisions of the Subdivision Map Act or the subdivision  
regulations and against any successors in interest who have actual or constructive  
knowledge of such division of property.

The provisions of this section shall not apply to the conveyance of any parcel of real  
property identified in a certificate of compliance filed pursuant to Section 66499.35 of the  
Subdivision Map Act or identified in a recorded final map or parcel map, from and after the  
date of recording.

The provisions of this section shall not limit or affect in any way the rights of a grantee or  
successor in interest under any other provision of law.

1 This section does not bar any legal, equitable or summary remedy to which the City or other  
2 public agency, or any person, firm or corporation, may otherwise be entitled, and the City or  
3 other public agency, or such person, firm or corporation, may file a suit in the superior court  
4 to restrain or enjoin any attempted or proposed subdivision or sale, lease, or financing in  
5 violation of the Subdivision Map Act or the subdivision regulations.

6 The City shall not issue a permit or grant any approval necessary to develop any real  
7 property which has been divided, or which has resulted from a division, in violation of the  
8 provisions of the Subdivision Map Act or the subdivision regulations if it finds that  
9 development of such real property is contrary to the public health or the public safety. The  
10 authority to deny such a permit or approval shall apply whether the applicant therefore was  
11 the owner of record at the time of such violation or whether the applicant therefore is either  
12 the current owner of record or a vendee thereof with, or without, actual or constructive  
13 knowledge of the violation at the time of the acquisition of an interest in such real property.

14 If the City issues a permit or grants approval for the development of any real property and  
15 subsequently determines that the real property was not legally subdivided, the City may  
16 reconsider the permit or approval for the development and may impose those additional  
17 conditions which would have been applicable to the division of the property at the time the  
18 current owner of record acquired the property. If the property has the same owner of record  
19 as at the time of the initial violation, the City may impose conditions applicable to a current  
20 division of the property. If a conditional certificate of compliance has been filed for record,  
21 only those conditions stipulated in that certificate shall be applicable.

#### 22 **10-14.103 Certificate of compliance.**

23 Any person owning real property, or a vendee of such person pursuant to a contract of sale  
24 of such real property, may request the director to determine whether the real property  
25 complies with the provisions of the Subdivision Map Act and subdivision regulations.

26 If it is determined that the real property complies with the provisions of the Subdivision Map  
27 Act and the subdivision regulations, the director shall file a certificate of compliance with the  
28 county recorder. The certificate of compliance shall identify the real property and shall state  
that the division thereof complies with the provisions of the Subdivision Map Act and the  
subdivision regulations.

If it is determined that the real property does not comply with the provisions of the  
Subdivision Map Act or the subdivision regulations, the director may, as a condition to  
granting a certificate of compliance, impose conditions in accordance with HPMC Section  
10-4.110, Conditions of approval. Upon the director making such determination and  
establishing such conditions, the director shall file a conditional certificate of compliance with  
the county recorder. Such certificate shall serve as notice to the property owner or vendee  
who has applied for the certificate, a grantee of the property owner, or any subsequent  
transferee or assignee of the property, the fulfillment and implementation of such conditions  
shall be required prior to subsequent issuance of a permit or other grant of approval for  
development of the property.

A recorded final map or parcel map shall constitute a certificate of compliance with respect  
to the parcels of real property described therein.

1 Subject to the provisions of Section 66499.35(e) of the Subdivision Map Act, an official map  
2 prepared pursuant to Section 66499.52(b) of the Subdivision Map Act shall constitute a  
certificate of compliance with respect to the parcels of real property described therein.

3 **10-14.104 Notice of violation.**

4 If the City has knowledge that real property has been divided in violation of the provisions of  
5 the Subdivision Map Act or the subdivision regulations, a notice of intention to record a  
6 notice of violation shall be prepared by the director and delivered to the current owner of  
7 record by certified mail. The notice shall describe the property in detail, name the owners,  
8 describe the violation and state that the owner will be given the opportunity to present  
9 evidence. The notice shall also contain an explanation as to why the subject parcel is not  
lawful under Section 66412.6(a) or (b) of the Subdivision Map Act. The notice shall specify  
the date, time and place for a meeting at which time the owner may present evidence to the  
Planning Commission why a notice of violation should not be recorded.

10 The meeting shall be held no sooner than 30 days and no later than 60 days from the date  
11 of mailing of the notice of intention to record a notice of violation. If, within 15 days of receipt  
12 of the notice, the owner fails to file with the Community Development Department a written  
objection to recording the notice of violation, a notice of violation shall be filed with the  
13 county recorder by the director. If after the owner has presented evidence the Planning  
Commission determines that there has been no violation, after a 15 day appeal period has  
14 elapsed, a clearance letter shall be delivered to the then-current owner of record by certified  
15 mail, unless appeal is filed in compliance with HPMC Section 10-14.105, Appeal to City  
Council. If after the owner has presented evidence and the Planning Commission  
16 determines that the property has in fact been illegally divided, and after a 15 day appeal  
period has elapsed, a notice of violation shall be filed with the county recorder by the  
17 director, unless an appeal is filed in compliance with HPMC Section 10-14.105, Appeal to  
City Council.

18 The notice of violation, when recorded, shall be deemed to be constructive notice of the  
19 violation to all successors in interest in such property.

20 **10-14.105 Appeal to City Council.**

21 The owner or other interested party may appeal the determination of the Planning  
22 Commission to the City Council by filing a written notice and paying applicable fees, as  
23 established by resolution, to the Community Development Department within 15 days of the  
Planning Commission determination. The City Council shall hear the appeal within 60 days  
24 from the date of appeal. If the City Council makes a determination that the property has in  
fact been illegally divided, a notice of violation shall be filed with the county recorder by the  
25 director within 30 days of the conclusion of the hearing.

26 If the City Council determines that the property has not been illegally divided, a clearance  
27 letter shall be delivered to the owner by certified mail within 30 days of the conclusion of the  
hearing.

1 **10-14.106 Violation as a misdemeanor.**

2 In addition to the remedies and procedures provided in the Subdivision Map Act, the  
3 subdivision regulations, or any other state or local statute or regulation, any person violating  
4 any of the provisions or failing to comply with any of the regulatory requirements of the  
5 Subdivision Map Act and the subdivision regulations shall be guilty of a misdemeanor.

6 **10-14.107 Indemnification – Action against map approvals.**

7 In accordance with the provisions of Government Code Section 66474.9(b), the subdivider  
8 shall defend, indemnify and hold harmless the City, its officers, employees and agents from  
9 any claim, action, or proceeding to attack or set aside the map approval.

10 **SECTION 4:** Adoption and implementation of this Ordinance is exempt from the  
11 provisions of the California Environmental Quality Act (hereinafter “CEQA”) pursuant to  
12 Section 15183 of the State CEQA Guidelines (California Public Resources Code Sections  
13 21000 et seq.).

14 **SECTION 5:** Any provisions of the Huntington Park Municipal Code or appendices  
15 thereto inconsistent with the provisions of this Ordinance are hereby repealed or modified to  
16 the extent necessary to affect the provisions of the Ordinance.

17 **SECTION 6:** If any section, subsection, sentence, clause, phrase, or portion of this  
18 Ordinance is for any reason held to be invalid or unconstitutional by the decision of any  
19 court of competent jurisdiction, such decision shall not affect the validity of the remaining  
20 portions of this Ordinance. The City Council of the City of Huntington Park hereby declares  
21 that it would have adopted this Ordinance and each section, subsection, sentence, clause,  
22 phrase or portion thereof, irrespective of the fact that any one or more sections, subsections,  
23 sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

24 **SECTION 7:** The City Council hereby incorporates by reference herein and adopts all  
25 of the findings and conclusions contained within the Planning Commission Resolution No.  
26 1958.

27 **SECTION 8:** This Ordinance shall take effect thirty (30) days after its final passage by  
28 the City Council.

**SECTION 9:** 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.

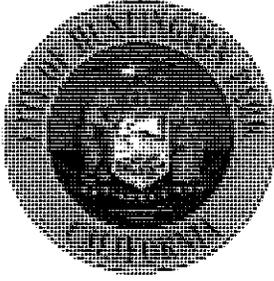
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Andy Molina, Mayor

\_\_\_\_\_  
Rosanna Ramirez, City Clerk

ACF: R:\PLANNING DIVISION\ZOA\1958-ZOA SUBDIVISION ORDINANCE\HP SUBDIVISION ORDINANCE - CITY ATTORNEY VERSION.DOC



# CITY OF HUNTINGTON PARK

FINANCE DEPARTMENT  
City Council Agenda Report

January 22, 2013

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:

## **SECOND READING OF ORDINANCE 903-NS AMENDMING MUNICIPAL CODE RELATING TO LATE FEE STRUCTURE FOR WATER DEPARTMENT CUSTOMERS**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Amend the current late fee structure for Water Department customers under the sections 6-5.205 and 6-5.207 of the Municipal Code

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Municipal Code currently stipulates that all Water Department customers are assessed a \$30 late fee structure once a late notice ("pink hanger") is delivered, which is 48 hours prior to when service is shut off. This penalty fee structure is both onerous and has a misaligned incentive structure.

The Municipal Code does not currently assess a "reconnection fee" to a customer once their account has been shut off – only a \$30 late fee 48 hours prior to shut off. Therefore, the current penalty fee structure does not create an incentive for customers to make a timely payment to prevent shut off.

Staff would like to amend the current Municipal Code to change the late fee structure as follows:

#### Current Late Fee Structure

\$30 assessed 48 hours prior to shut off

#### Amended Late Fee Structure

\$5 late fee notice (48 hours prior to shut off)

\$25 reconnection fee

January 22, 2013

Page 2 of 2

This fee structure would be equitable and create a better penalty/incentive structure for customers to make their payments in a timely manner.

Amendment to Water Late Fee

### **FISCAL IMPACT/FINANCING**

Amending the current late fee structure will likely reduce fee income from penalties, which totaled \$61,830 or 1.4% of annual revenues last year.

The City assessed 2,061 late fee notices totaling \$61,830 (2,061 x \$30) last year. We shut off service on 734 accounts. Under the revised fee structure, the City would receive \$33,175 (2,061 – 734 = 1,327 x \$25 = \$33,175) less in penalty fee income.

The revised fee structure will create an incentive for customers to make timely bill payments. This should ultimately reduce the number of stuff-offs that occur each billing cycle, thus reducing our cost of service; and, more importantly, improve customer service.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The current late fee structure for Water Department customers is stipulated under the sections 6-5.205 and 6-5.207 of the Municipal Code, which must be amended via Ordinance. The Water Department has not been assessing the \$30 late fee to customers over the past 90 days during the "transition period" from bi-monthly to monthly billing. This Ordinance will allow the Water Department to assess a more equitable \$5 late fee, which should implement an incentive fee structure for customer to make timely payments.

### **CONCLUSION**

Staff should begin to utilize new late fee structure on the January water bill.

Respectfully submitted,



RENÉ BOBADILLA  
City Manager, P.E.



JULIO F. MORALES  
Finance Director



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

- (5) The procedure to initiate customer complaints;
- (6) The procedure to request amortization of delinquencies;
- (7) The procedure to obtain financial assistance information;
- (8) The telephone number of the City staff member who can provide additional information regarding the account or termination procedures; and
- (9) The statement that the City shall assess a twenty-five dollar (\$25.00) (or a greater amount if increased by CPI) charge for reconnection of service if service is terminated for failure to pay.

(c) Final Notice. If an account remains delinquent after the date specified pursuant to subsection (b)(3) of this section, service may be terminated. A final notice of imminent termination of service shall be delivered to the occupants of the premises served by the account at least forty-eight (48) hours before service is terminated. A fee of five (\$5.00) dollars per unit for this notification will be charged to the account. Unless otherwise required by statute, if service is terminated, service shall not be reconnected until all delinquent charges and penalties have been paid in full and a deposit has been made as required by Municipal Code Section 6-5.201(c). The City shall assess a twenty-five dollar (\$25.00) charge for reconnection of service if service is terminated for failure to pay. This charge may be increased by CPI each year. The final notice shall include the following information:

- (1) The customer's name and address;
- (2) The amount of the delinquency;
- (3) The date payment is required or by which arrangements for payment must be made to prevent termination of service;
- (4) The procedure to obtain financial assistance information;
- (5) The telephone number of the City staff member who can provide additional information regarding the account or termination procedures; and
- (6) The statement that the City shall assess a twenty-five dollar (\$25.00) (or a greater amount if increased by CPI) charge for reconnection of service if service is terminated for failure to pay.

(d) Multiunit residential structures or mobilehome parks. Notwithstanding the foregoing provisions of this section, at least ten (10) days prior to termination of service to a multiunit residential structure or mobilehome park where the owner or manager is listed as the customer, the Director of Finance shall make every good faith effort to notify residents of their right to become customers. The notice shall also explain what the residents must do to prevent termination of service or to reestablish service, the estimated monthly cost of the service,

1 how to contact a City employee regarding continuation of the  
2 service, and shall also provide the address and telephone number  
3 of a legal services project which has been recommended by the  
4 Los Angeles County Bar Association. Where water service to a  
5 multiunit residential structure or mobilehome park is furnished  
6 through a master meter, the notice shall be posted on the door of  
each residential unit at least fifteen (15) days prior to termination,  
unless it is impracticable to post on the door of each unit, in  
which case two (2) copies of the notice shall be posted in each  
accessible common area and at each point of access to the  
structure or structures.

7 (e) Languages. Notices provided pursuant to this section shall be in  
8 English and Spanish. Notices provided pursuant to subsection  
9 (d) of this section shall also be provided, to the extent practical,  
10 in any other language that the Director of Finance determines to  
11 be the primary language spoken by a significant number of the  
12 residential occupants.

13 (f) Amortization. If a residential customer fails to comply with an  
14 amortization agreement for payment of a delinquent account, the  
15 City shall not terminate service without giving notice to the  
16 customer at least forty-eight (48) hours prior to termination.  
17 Such notice shall state the conditions the customer is required to  
18 meet to avoid termination.

19 (g) Extensions. Once per calendar year, a customer shall be allowed  
20 an extension of the period in which a delinquency must be paid  
21 prior to termination of service. The Director of Finance shall  
22 have discretion to allow additional extensions of the period in  
23 which a delinquency must be paid prior to termination of service.  
24 Such additional extensions may be granted if, in the opinion of  
25 the Director of Finance, particular or peculiar circumstances  
26 apply to an account so as to justify such additional extensions.  
27 Any extension must be authorized by the Director of Finance, or  
28 his or her designee, in writing. No extension shall exceed thirty  
(30) days.

(h) Waiver of Penalty. The Director of Finance may waive any  
penalty for a delinquent account if, in the opinion of the Director  
of Finance, particular or peculiar circumstances justify such a  
waiver.

(i) Special Meter Readings. The Director of Finance may order  
special meter readings on any specified date due to vacancies,  
changes in ownership, changes in tenancy, or for any reason  
deemed sufficient by the Director of Finance.

(j) Other Amounts Due. All other charges for water service not  
expressly provided for in this section shall be due and payable  
immediately upon the presentation to the customer of a statement  
therefor.

(k) Closing Bills. All closing bills shall be due and payable  
immediately upon the date of the termination of service.

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

(l) Adjustment of Dates. The Director of Finance shall have the right to change billing dates or meter reading dates, and shall prorate the charges accordingly.

**SECTION 2.** Section 6-5.207 of Article 2 of Chapter 5 of Title 6 of the Huntington Park Municipal Code, entitled "Rule Seven: Discontinuation of service" is hereby amended to add subsection (e) as follows:

(e) The City shall additionally assess a twenty-five dollar (\$25.00) charge for reconnection of service if service is terminated for failure to pay. This charge may be increased by CPI each year.

**SECTION 3.** The City of Huntington Park hereby declares that should any section, paragraph, sentence, phrase, term, or word of this Ordinance be declared for any reason to be invalid, it is the intent of the City Council that it would have adopted all other provisions of this Ordinance independent of the elimination there from of any such portion as may be declared invalid.

**SECTION 4.** This Ordinance shall take effect thirty (30) days after its final passage by the City Council.

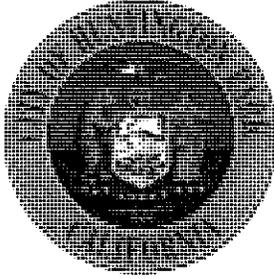
**SECTION 5.** The City Clerk shall certify to the passage of this Ordinance.

PASSED AND ADOPTED this \_\_\_\_ day of January, 2013.

\_\_\_\_\_  
Andy Molina, Mayor

ATTEST:

\_\_\_\_\_  
Rosanna Ramirez, City Clerk



# CITY OF HUNTINGTON PARK

FINANCE DEPARTMENT  
City Council Agenda Report

January 22, 2013

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 TO CHANGE BILLING METHOD FROM MONTHLY TO BI-MONTHLY BILLING FOR WATER DEPARTMENT CUSTOMERS**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Adopt an Ordinance amending the Municipal Code to revert the billing method frequency from monthly back to bi-monthly for Water Department customers

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On August 20, 2012 one of the recommendations made to the City Council in concert with the water rate increase was to convert from a bi-monthly (or 2-month) billing cycle to a monthly billing cycle. The conventional thinking, at the time, was that the financial impact of the rate increase would be lessened by converting to a monthly bill; and, that many customers were already accustomed to paying their bills on a monthly basis, and therefore, the change would not have a significant impact on customer payments.

Based on the high number of delinquencies, customer feedback, and the additional workload required of staff, we recommend that the Water Department return to a bi-monthly billing cycle.

### **FISCAL IMPACT/FINANCING**

When the initial proposal to convert to monthly billing was recommended, staff expected that the Financial Management System (the "System") could handle the conversion to monthly billing. There were issues regarding the billing cycle that required work-out solutions: the System was designed to start a new billing cycle after the prior billing cycle is closed. Therefore, in order to open the next billing cycle on time, we are required to accelerate the collection timeline, resulting in a significant increase in the number of delinquencies.

Although we have found a way to start a new cycle and still have outstanding water bills due, this is only a partial solution that does not address the significant cost increases incurred by moving to monthly billing. There were a number of additional operating costs that may have not been considered when the initial recommendation to convert to monthly billing was made

The conversion to monthly billing doubled the labor costs for with meter reading and bill preparation, as well as postage costs. The costs of sending out bills twice as often, including postage, increased operating costs by approximately \$18,000 annually. In addition, the labor costs associated with reading the water meters twice as often is approximately \$54,000 per year,

One cost that which could not have been anticipated was the dramatic increase in the number of account delinquencies. As a result of the condensed shut-off timeline inherent to the current monthly billing cycle, the number of pink door hangers has increased from 100 per month (200 every other month) to 1,200 per month, which equals nearly 20% of our customer base. The labor required to post these door hangers is an additional \$75,600 per year.

These additional operating costs total approximately \$147,600 per year, which reduces the impact of the recent rate increase, and also diminishes the City's existing (staff/labor) resources to complete other critical time-sensitive tasks.

The City could alternatively extend the late notice /delinquency cycle to 45 days and retain the monthly billing platform. This would require additional changes to our financial management system. Although this solution may reduce the number of delinquencies, it would not reduce the increase in postage and meter reading costs. Moreover, it appears that customers have become quite accustomed to the previous bi-monthly billing cycle.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The City will simply replace the current language in the Municipal Code regarding billing and replace it with the prior language that stipulated alternate month or bi-monthly billing. In addition, we would like to add a provision that allows the Finance Director to adjust the fixed meter charge for residential customers which may have typical residential consumption patterns but have a 1 -1/2 or 2 inch meter, resulting in much higher fixed meter charge.

**CONCLUSION**

In anticipation of conversion back to a bi-monthly billing cycle, Water Department will not shut-off customers until their bill is 45 days past due. We plan to commence conversion back to a bi-monthly cycle in March (for service in January & February). The Water Department will place an insert in the February bills regarding the conversion back to a bi-monthly billing cycle. This information will also be conveyed via website, Chamber of Commerce, Town Hall meeting, and other channels of communication.

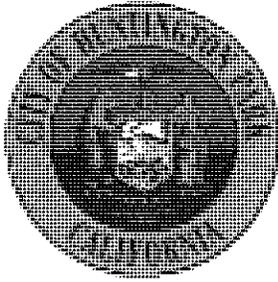
Respectfully submitted,



RENÉ BOBADILLA  
City Manager, P.E.



JULIO F. MORALES  
Finance Director



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

January 22, 2013

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:

## **AWARD PROFESSIONAL SERVICES CONTRACT TO PRIMESTOR DEVELOPMENT INC. TO PREPARE A REVITALIZATION STRATEGY FOR DOWNTOWN HUNTINGTON PARK**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Award a professional services contract to Primestor Development Inc. (Primestor) for an amount not to exceed \$189,000 to prepare a Revitalization Strategy for Downtown Huntington Park.
2. Authorize the City Attorney to prepare a professional services contract.
3. Authorize the City Manager to execute the contract and all related documents.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On July, 2009, the City of Huntington Park was awarded a Metro 2009 Call for Projects grant for the installation of pedestrian improvements within the Downtown. The grant allows the City to initiate preparatory studies, analysis and community engagement that will lead to the completion of the pedestrian improvements and sense of place in advance of the scheduled Grant funding in July, 2013. The cost to complete the Revitalization Strategy will be counted towards the City's match requirement for the \$3,900,874 Metro Call for Projects grant.

### **FISCAL IMPACT/FINANCING**

The Revitalization Strategy will be funded with Community Development Block Grant funds (\$30,000) and Measure R funds (\$160,000). The cost to complete the Revitalization Strategy will be part of the City's match towards the Metro 2009 Call for Projects grant.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On November 27, 2012, the City issued a Request for Proposals (RFP) to qualified professional firms specializing in the development of revitalization strategies for downtowns and commercial corridors. The RFP was also posted on the City website. All requests for clarification and City responses were in writing and posted on the City website to ensure full transmission of information.

The strategy will provide a pragmatic action plan that will include an analysis of issues and opportunities, identification of development opportunity sites and recommended tenant solicitation list, and the development of a conceptual streetscape improvement plan to enhance pedestrian safety and activity within the downtown area. Public participation is a major emphasis of the RFP to ensure community engagement. The completion of the Revitalization Strategy will provide the basis for the implementation of the Metro Call for Projects grant.

The RFP requested that the consultants address 13 areas of interest which include the following:

1. Built Environment
2. Parking
3. Circulation
4. Cultural
5. Context
6. Re-Purpose and New Development
7. Densification
8. Signage
9. Public Realm
10. Branding and Identity
11. Financial Analysis
12. Implementation
13. Physical Model of the Downtown

By December 18, 2012, a total of six proposals were received in the City Clerks Office. Based upon the submitted proposals, staff evaluated the consultant firms' background and experience, scope of work, project fee and related projects within comparable communities to Huntington Park. The following firms were selected for an interview.

- MIG

## Revitalization Strategy Agreement

January 22, 2013

Page 3 of 3

- Gensler City Design
- Primestor Development Inc.

On January 14, 2013, the Finance Director, Public Works Director and the Interim Community Development Director conducted interviews that were based upon a set of questions that focused on the consultant's understanding of the project, experience and qualifications and methodology. The interview questions (see attached) were sent in advance of the interview date to each of the three consultant firms.

Upon the completion of the interviews, all three interviewers independently and unanimously selected Primestor has having the prerequisite working experience to deliver a successful revitalization strategy for Downtown Huntington Park. Primestor demonstrated their firm understanding of the project and the market dynamics of the Southeast Los Angeles County region, having established themselves as the premiere developer of several highly successful shopping centers and the recently completed Jordon Downs Retail Market Analysis for the City of Los Angeles. They provided a succinct and pragmatic approach to developing the Revitalization Strategy, which includes an overall plan that is site specific to attract new development and businesses. In addition to their real world experience of revitalizing urban areas, Primestor has personal connections with national retail tenants, which would be instrumental during the implementation phase of the Revitalization Strategy.

Primestor distinguished themselves from the other firms. The firm's principals will be personally engaged in this project, bringing with them a tremendous depth of knowledge within the Huntington Park trade area. Primestor spoke repeatedly of the importance of community engagement in developing the streetscape improvements as an essential ingredient in creating a sense of place and Brand.

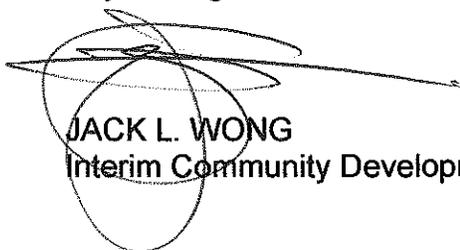
### CONCLUSION

The City Attorney will prepare a professional service contract for an amount not to exceed \$189,000 for the City Manager's signature.

Respectfully submitted,



RENÉ BOBADILLA  
City Manager, P.E.



JACK L. WONG  
Interim Community Development Director

# **Revitalization Strategy for Downtown Huntington Park**

## **Interview Questions**

### **Project Understanding**

1. Discuss your vision for Pacific Blvd. Please explain how you envision the look and feel of Pacific Blvd. in terms of density, development patterns, branding, and market place.
2. Many believe that the City's (and surrounding areas) ethnic makeup and demographics present a challenge in attracting national tenants. Please explain what the usual statistics do not convey about the Hispanic market.
3. How do you convince national retailers that there is a more robust Hispanic market than the basic ratios denote?

### **Experience & Qualification**

1. Discuss your prior experience working in attracting national retailers to distressed downtowns and commercial corridors within primarily Hispanic communities.
2. Please elaborate how your past experience and/or members of your team will address the following:
  - Branding
  - Design and signage
  - Planning (parking / circulation)
  - Market Analysis
  - Community Outreach

### **Approach and Methodology**

1. What are the key variables to attracting new development to Pacific Blvd.?
2. What specific design elements help to create sense of space in order to attract new retailers to a shopping destination?
3. How do you propose to create a "sense of place" or "brand" to attract new customers to Pacific Blvd, taking into consideration the existing physical design, limited public funding, demographics, and alternative shopping destinations.
4. How will you assist the City in attracting new tenants and/or evaluating the development potential for each site?