

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda
Tuesday, April 18, 2017 - 6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Marilyn Sanabria
Mayor

Jhonny Pineda
Vice Mayor

Karina Macias
Council Member



Graciela Ortiz
Council Member

Manuel "Manny" Avila
Council Member

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

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

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

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor Marilyn Sanabria
Vice Mayor Jhonny Pineda
Council Member Karina Macias
Council Member Graciela Ortiz
Council Member Manuel "Manny" Avila

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS AND ANNOUNCEMENTS

Proclamation Presented to the American Heart Association, Proclaiming April 2017 as "Walking" Month

Proclamation Proclaiming April 2017 as "DMV/Donate Life Month" and a Proclamation to Ms. Graciela Ramirez for her Compassionate Actions for Donating Life to Others

Proclamation Proclaiming April 2017 as "Autism Awareness Month"

Announcing a Proclamation by SafetyBeltSafe U.S.A. Declaring April 2-8, 2017, as "Safety Seat Checkup Week"

General Employees Association (GEA) and Police Officers Association (POA) Presenting "Certificates of Recognition" to Big Belly High School Poster Contest Winners

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: General Employees Association (GEA)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):

- 1-1** Regular City Council Meeting held Tuesday, March 21, 2017;
- 1-2** Special City Council Meeting held Tuesday, March 28, 2017; and
- 1-3** Regular City Council Meeting held Tuesday, April 4, 2017.

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated April 18, 2017

COMMUNITY DEVELOPMENT

3. Resolution Approving Final Parcel Map No. 74448 for Property Located at 1900 Slauson Avenue (Altamed Health Services)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Adopt Resolution No. 2017-08, approving Final Parcel Map No. 74448 for the consolidation of five (5) parcels into one (1) at the southeast corner of Slauson Avenue and Alameda Street.

4. Resolution Approving Final Parcel Map No. 73782 for Property Located at 6901 Alameda Street (Public Storage)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Adopt Resolution No. 2017-09, approving Final Parcel Map No. 73782 for the subdivision of one (1) parcel, 6901 Alameda Street, into two (2) parcels.

CONSENT CALENDAR (CONTINUED)

COMMUNITY DEVELOPMENT CONTINUED

5. **Consideration and Approval of a Public Convenience and Necessity Letter for a Proposed Convenience Store with Off-Sale of Beer and Wine at Property Located at 2319 Randolph Street**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider the approval of a Public Convenience and Necessity letter request from Corona Construction to allow an additional alcohol license (Type 20) within the census tract of where the subject property is located.
6. **Approve License Agreement with CoStar for Subscription of On-Line Property, Marketing and Demographic Information Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the new service agreement with CoStar;
2. Authorize City Manager to execute the agreement; and
3. Designate the initial agreement to be for a term of 12 months, from April 19, 2017 to April 19, 2018. Thereafter, the agreement can be renewed at the City's discretion on an annual basis.

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

7. Presentation by the Pun Group on the City's Fiscal Year (FY) 2015/2016 Financial Audit

- REPORT ONLY -

COMMUNITY DEVELOPMENT

8. Resolution to Create a Community Revitalization and Investment Authority (CRIA) to Operate within the Community, and Making Certain Findings and Taking Certain Actions in Connection with CRIA Law

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-07, making certain findings and taking certain actions in connection with CRIA law;
2. Appoint three (3) members of the City Council to the Governing Board of the Authority Governing Board (Authority); and
3. Authorize the Authority to prepare and adopt a Community Revitalization and Investment Plan.

9. General Plan Update

- Update ONLY -

10. CDBG Update

- Update ONLY -

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS

- 11. Approve First Amendment to Contract Services Agreement (CSA) with Nationwide Environmental Services for Bus Stop and Parklets Cleaning Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to contract with Nationwide Environmental Services for the Bus Stop and Parklet Services;
 2. Authorize City Manager to execute contract; and
 3. Encumber the remaining portion of the annual contract amount for FY 2016/2017 for payment of services.
- 12. Update by TLC (Tree Trimming)**
- Update ONLY –
- 13. Presentation on Formation of a Regional Joint Powers Authority for an Electric Utility Known as Los Angeles Community Choice Energy (LACCE) Authority**
- Discussion and/or Action -

REGULAR AGENDA (CONTINUED)

PARKS AND RECREATION

- 14. Resolution Approving the Application for Grant Funds to the Urban Greening Program to Develop Huntington Park Linear Park Providing Connectivity, Increasing Open Space and Physical Activity Opportunities for the Community**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-10, approving the application for grant funds to the Urban Greening Program for the development of Huntington Park Linear Park to increase the open space, provide connectivity, and increase physical activity options for the community; and
2. Authorize Director of Parks and Recreation to partner with the Trust for Public Land and to execute and submit all related grant application documents.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila

Council Member Graciela Ortiz

Council Member Karina Macias

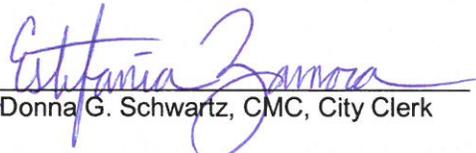
Vice Mayor Jhonny Pineda

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 2, 2017, at 6:00 P.M

I, Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 13th of April, 2017.

For 
Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, March 21, 2017

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, March 21 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezquita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. **CITY OFFICIALS/STAFF:** Edgar Cisneros, City Manager; Arnold Alvarez-Glasman, City Attorney; Josette Espinosa, Director of Parks and Recreation; Sergio Infanzon, Community Development Director; Manuel Acosta, Economic Development Manager; Martha Castillo, Human Resources Director and Donna Schwartz, City Clerk. **ABSENT:** Cosme Lozano, Chief of Police; Daniel Hernandez, Public Works Director and Michael Ackerman, City Engineer.

INVOCATION

The invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Rocio De Leon, Aspire Titan Academy.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Rocio De Leon for leading the Pledge of Allegiance.

Council presented "Certificates of Recognition" to the Huntington Park High School Girls Soccer Team, CIF Division IV, Champions.

Mayor Ortiz announced that the representative was unable to attend – Proclamation acknowledging the American Heart Association and proclaiming February 2017 as "American Heart Month."

Council presented a proclamation to Ms. Margaret Arbini Madonna, Executive Director and Mr. Scott Sapers, Disaster Preparedness Program Manager, representatives of the Red Cross proclaiming March as "American Red Cross Awareness Month."

Council presented "Certificates of Appreciation" to Linda E. Marquez High School Parent Coordinators, Linda E. Marquez High School Key Club and Aspire Pacific Academy Students, for volunteering their time during the Salvation Army's Thanksgiving Program.

Certificates previously provided - "Certificate of Appreciation" Presented to Woodcraft Rangers for their Contribution in Providing Resources to Miles Avenue Elementary School, Allowing Students the Opportunity to take a Field Trip.

Miguel Nunez, Fehr & Peers, provided an overview of the Randolph Street Shared Use Rails-To-Trails Project and announced the winners of the Bike Giveaway.

Mayor announced representatives from the following offices were in attendance to honor outgoing Council Member Amezcuita: Ms. Talia Leon, Field Deputy, representative from Congresswoman Lucille Roybal-Allard's office presented Council Member Amezcuita with a "Certificate of Recognition." Mr. Antonio Chapa, District Director, representative from Supervisor Hilda Solis' office presented Council Member Amezcuita with a "Certificate of Recognition." Mayor Ortiz, on behalf of Senator Ricardo Lara's Office presented Council Member Amezcuita with a "Certificate of Recognition" and Mayor Ortiz, on behalf of the City of Huntington Park, residents, staff and City Council, presented Council Member Amezcuita with a plaque and flowers for his four years of service.

Mayor announced Council Member Amezcuita would remain sitting at the dias for the remaining portions of the meeting.

PUBLIC COMMENT

1. Sandy Mejia, spoke regards to sanctuary cities and encouraged the city to become one, feels it would bring safety to those in the city.
2. Daniel Mancillas, Abraham Guzman and Angel De La Rosa, all spoke in support of the city being a sanctuary city.
3. Representative from Yogurt Land introduced themselves and announced that a store in Huntington Park is now open at 6021 Pacific Boulevard.
4. Dorothy Vasquez, spoke in support of the city becoming a sanctuary city.
5. George Franco, opposed to marijuana dispensaries in the city, noted number of trash containers people are putting out, feels code enforcement is doing nothing and asked when code enforcement would be patrolling his neighborhood.
6. Jose and Adella Fierros, spoke in regards to the city having dirty water and asked city to clean it up.
7. Andy Molina and Leticia Martinez, The Greater Huntington Park area Chamber of Commerce, invited Council to attend the Chambers Carnaval Primavera event and spoke in support of the item being approved tonight.
8. Nick Ioannidis, congratulated the newly elected Council Members, spoke in opposition to Council. Mr. Ioannidis spoke in regards to issues he has had in the city, and feels he has had no support.

City Attorney Arnold Alvarez-Glasman warned Mr. Ioannidis to address the Mayor.

At 7:11 p.m. Mayor Ortiz called Mr. Ioannidis out of order.

9. Francisco Rivera, acknowledged GPC for being a good company, noted corner light poles aren't being touched, he himself has done cleaning around the city, he sees people spray painting graffiti, commented on parking meters being torn apart, people parking 24/7 and trash all over the city.
10. Armando Rosales, spoke about modifications being made to his house and issues he is having with the city asked why his project isn't being approved, noted that the trash at his house is because of the modifications and due to the cost of the containers it is difficult for him to clean it up, doesn't think it's fair and wants to speak to someone else.

Mayor Ortiz asked staff to obtain his phone number.

11. Valentin Amezquita, congratulated newly elected and reelected Council Members Avila and Macias. Thanked elected officials for their recognition, thanked the voters who voted for him, commented on how he took his position seriously and city business, noted city projects, Costco being one of them and acknowledged his accomplishments.

STAFF RESPONSE

Mayor Ortiz requested the comments about trash need to be addressed by staff, City Manager Cisneros noted the concerns regarding solid waste pick up and will be addressed with UPW as well as the water issue, noting maintenance had taken place and are in communication with the resident. Mr. Cisneros with regarding to the comment made regarding marijuana dispensaries, stated that it was not authorized by the city and was shut down immediately.

Mayor Ortiz commented on the brown water, stating she had contacted the water department which is currently working on a priority list of pipes that need improvements. City Manager Cisneros added that an update will be provided for Council at the next meeting when the improvements of Wells 15 and 17 will be discussed.

STAFF RESPONSE (CONTINUED)

Vice Mayor Sanabria commented on the remark regarding patrolling noting patrolling does take place in the City of Huntington Park.

Council Member Amezquita commented on the brown water and recommended the resident take a sample and submit it to the water agency.

CLOSED SESSION

At 7:28 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Paragraph (1) of Subdivision (d) of Section 54956.9,
Name of case: James Kinsey, Case No. WCAB No. ADJ8121078

At 7:58 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced all five Council Members were present, discussed closed session item 1, City Council gave unanimous direction to Special Counsel, no action was taken nothing to report.

CONSENT CALENDAR

Motion: Council Member Macias motioned to approve consent calendar items, seconded by Council Member Pineda. Motion passed by the following votes:

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):

- 1-1 Regular City Council Meeting held Tuesday, February 7, 2017; and
- 1-2 Cancelled Regular City Council Meeting held Tuesday, February 21, 2017.

ROLL CALL:

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

FINANCE

2. Approved Accounts Payable and Payroll Warrants dated February 21, 2017, March 7, 2017 and March 21, 2017.

ROLL CALL:

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

COMMUNITY DEVELOPMENT

3. Approved contract with Citiwide Engineering Inc. for an amount of \$50,000 to perform work on commercial property located at 6425-6429 Pacific Boulevard related to the City's Commercial Rehab Program and authorized the City Manager to execute the contract.

ROLL CALL:

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

NOES: Council Member(s):

4. Approved contract with Citiwide Engineering Inc. for an amount of \$50,000 to perform work on commercial property located at 6433-6437 Pacific Boulevard related to the City's Commercial Rehab Program and authorized the City Manager to execute the contract.

ROLL CALL:

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

NOES: Council Member(s):

PARKS AND RECREATION

5. Approve agreement with Pyro Engineering to provide pyrotechnic services for the City of Huntington Park's 2017, 4th of July Celebration, directed staff to review an extension upon mutual agreement for an additional year for pyrotechnic services with Pyro Engineering and authorize the City Manager to execute agreement.

ROLL CALL:

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

NOES: Council Member(s):

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

6. **Approve Activity in Public Places Permit for a Street Procession Conducted by Iglesia Sagrada Familia to Held on April 14, 2017 (S17-04)**

City Manager Cisneros presented the item.

Motion: Council Member Pineda motioned to approve, seconded by Council Member Macias. Motion failed due to substitute motion.

Substitute Motion: Mayor Ortiz motioned to approve an Activity in Public Places Permit request by Iglesia Sagrada Familia (Applicant) to conduct a street procession along

Rugby Avenue, Clarendon Avenue, Middleton Street, and Zoe Avenue on April 14, 2017 (S17-04) subject to the "Departmental Conditions of Approval" contained herein and approve fee waiver for outstanding fees owed by Iglesia Sagrada Familia for last year's procession, *but for staff to work with applicant on payment* of potential current costs incurred by the City for this year's procession, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s):

7. Consideration and Approval of an Activity in Public Places Permit for the Chamber of Commerce's Annual "Carnaval Primavera" Downtown Street Festival (S17-07)

City Manager Cisneros presented the item.

Council Member Macias request that the applicant obtain a business license.

Motion: Vice Mayor Sanabria motioned to approve an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Carnaval Primavera" along Pacific Boulevard, between Gage Avenue and Slauson Avenue, on April 7 through April 9, 2017 with the request by Council Member Macias for the applicant to obtain a business license, seconded by Council Member Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s):

8. Resolution Approving the Randolph Street Shared Use Rails-To-Trails Feasibility Study

City Manager Cisneros presented the item and introduced Miguel Nunez of Fehr & Peers who provided a PowerPoint presentation.

Motion: Vice Mayor Sanabria motioned to adopt Resolution No. 2017-03, adopting the Randolph Street Shared Use Rails-to-Trails feasibility study, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s):

9. Approval of a Filming Permit and Street Closure for Jenni Rivera Enterprises

City Manager Cisneros presented the item and introduced Sergio Infanzon, Community Development Director who stated that the applicant would be withdrawing the application.

1. Approve film permit and street closure for Jenni Rivera Enterprises to film a music video along Pacific Boulevard between Clarendon Avenue and Randolph Street, on March 22, 2017 and March 23, 2017 from 11:00 P.M. to 6:00 A.M.

PARKS AND RECREATION

10. Approve Design and Construction Management for the Salt Lake Park Splash Pad Project.

City Manager Cisneros presented the item

Motion: Mayor Ortiz motioned to approve the design option presented for the Huntington Park Splash Pad, authorize staff to move forward with the approved design and authorize City staff to issue a Request for Proposals (RFP) for Construction and Program Management which is the lengthiest option, seconded by Vice Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s):

PUBLIC WORKS

11. Authorize Pay Station Implementation for the Downtown Huntington Park "I-Park" System Implementation Project

City Manager Cisneros presented the item.

Mayor Ortiz voiced concern with the map showing the boundaries which includes the residents between Seville, Rita and Rugby and feels the residents shouldn't be included that at this time it is an opportunity to make changes to the map to exclude the residents.

City Manager Cisneros suggested considering approval of procurement of meters but not to authorize installation until placement of the meters are agreed upon and suggested creating an Ad Hoc Committee to proposed realignment of the map and bring back for consideration.

Motion: Mayor Ortiz motioned to create an Ad Hoc Committee to include herself and Council Member Pineda, with the condition that staff ensure that future meters or pay stations exclude some residential streets and to come back for council to approve the realignment before installation, authorize the City Manager to award the contract to lowest responsible, responsive bidder, T2 Systems Inc. which will accept this project and proceed with work in accordance with the bid, authorize the City Manager to execute the contract, authorize \$30,000 for project contingency, authorize staff to perform Construction and Program Management, authorize the Finance Director to make necessary additional appropriations and adjustments to the City Budget, authorize the City Manager to execute a contract with technical expert Standard Parking Plus for a not to exceed amount of \$4,995 for parking implementation and operations consulting services, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

12. Approval of Middleton Street Elementary School Safer Routes to School (SR2S) Improvements Project

City Manager Cisneros presented the item and recommended 4.c for part of the recommendation.

Motion: Council Member Pineda motioned to award contract to the lowest responsible, responsive bidder, FS Contractors, Inc. which will accept this project and proceed with the work in accordance with the bid, authorize the City Manager or designee to execute the contract, authorize the Finance Director to make the necessary appropriations and adjustments to the City Budget, and authorize Public Works staff to perform Construction and Program Management services for this project seconded by Vice Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

POLICE

13. Approval to Reject All Bids and Authorize Staff to Re-Advertise the Request for Proposals (RFP) Process for Crossing Guard Services

City Manager Cisneros presented the item.

Motion: Vice Mayor Sanabria motioned to reject all bids and authorize staff to re-

advertise the RFP for Crossing Guard Services, seconded by Council Member Macias. Motion passed 4-1, by the following vote:

ROLL CALL:

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

COUNCIL

14. Approval of Consultant Agreement with John Ornelas to Oversee and Manage the City’s Finance Department

City Attorney Alvarez-Glasman presented the item.

Motion: Mayor Ortiz motioned to approve agreement with John Ornelas for consulting services to oversee and manage the City’s Finance Department and other related duties, authorize Mayor to execute agreement and authorize the Finance Director to make the necessary additional appropriations and adjustment to the City Budget, seconded by Vice Mayor Sanabria. Motion passed 4-1, by the following vote:

ROLL CALL:

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

REGULAR AGENDA SUSPENDED FOR PUBLIC HEARING

PUBLIC HEARING

COMMUNITY DEVELOPMENT

15. Continued from February 21, 2017, Regular City Council Meeting - Consideration of the City of Huntington Park’s Housing and Community Development Needs in Preparation of the Fiscal (FY) 2017/2018 Annual Action Plan

City Manager Cisneros introduced Sergio Infanzon, Community Development Director who himself and Manuel Acosta, Economic Development Manger presented the item.

Mayor Ortiz opened the item up for public comment, there being none, closed public comment.

Council member Pineda stated he would like to be part of the Ad Hoc Committee.

Mayor Ortiz stated the she and Council Member Pineda would be on the Ad Hoc Committee.

Motion: Council Member Macias motioned to receive and file the City's housing and community development needs in preparation of the Fiscal Year (FY) 2017/2018 Annual Action Plan, seconded by Vice Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s):

REGULAR AGENDA RESUMED

OFFICE OF THE CITY CLERK

16. Waive Further Reading and Adopt Resolution Reciting the Facts of the Consolidated Municipal and Special Election Held on March 7, 2017

City Manager Cisneros presented the item.

Motion: Mayor Ortiz motioned to adopt Resolution 2017-XX, Reciting the Facts of the Consolidated Municipal and Special Election Held on March 7, 2017, Declaring the Results and Such Other Matters as Provided By Law, seconded by Vice Mayor Sanabria. Motion passed 4-1, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezquita

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita, thanked all those who recognized him, hopes staff will look at the big projects for the city, noted things he has done during his term, mentioned his "no" vote to tax increases, getting rid of business district taxes, and getting more services to the city.

Council Member Karina Macias, thanked staff for their support, thanked everybody, thanked outgoing Council Member Amezquita for his services, thanked the residents,

thankful for another four years and will continue to work for the community, welcomed newly elected Council Member Manuel Avila and wished everyone a good night.

Council Member Jhonny Pineda, thanked staff for all their support, thanked outgoing Council Member Amezquita, wished him the best in his future endeavors hoping he will be involved in the community, and congratulated the newly and reelected Council Members.

Vice Mayor Marilyn Sanabria, thanked staff for their continued excellent work, thanked outgoing Council Member Amezquita for his service and wished everyone a good night.

Mayor Graciela Ortiz, thanked staff for their hard work, reminded community of upcoming events on Saturday; Clean-up event at Aspire Academy, Health Fair event at Linda E. Marquez High School, and the Rail to Rivers meeting at 6:00 p.m., at Oldtimers on Thursday, congratulated Council Member Macias on her re-election, congratulated newly elected Council Member Manuel Avila, thanked outgoing Council Member Amezquita for his service to the community and wished him the best in his future endeavors.

ADJOURNMENT

At 9:17 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council in memory of Mr. Luis E. Quiñonez, father of Julio Quiñonez, Public Works' Facility Repair Specialist, to a Regular Meeting on Tuesday, April 4 2017, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

Minutes
Special Meeting of the
City of Huntington Park City Council
Tuesday, March 28, 2017

The special meeting of the City Council of the City of Huntington Park, California was called to order at 4:36 p.m. on Tuesday, March 28, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezcuita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. **CITY OFFICIALS/STAFF:** Edgar Cisneros, City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Sergio Infanzon, Community Development Director; Manuel Acosta, Economic Development Manager; Martha Castillo, Human Resources Director and Donna Schwartz, City Clerk. **ABSENT:** Daniel Hernandez, Public Works Director.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Vice Mayor Sanabria.

INVOCATION

Invocation was led by Mayor Ortiz.

PRESENTATIONS AND ANNOUNCEMENTS - None

PUBLIC COMMENT - None

At 4:35 p.m. Mayor Ortiz RECESSED the meeting to 5:30 p.m.

At 5:32 p.m. Mayor Ortiz RECONVENED the meeting with all Council Members present.

REGULAR AGENDA - 5:30 p.m.

ELECTION PRESENTATION

- 1. Presentation of Certificates of Election, Administration of the Oath or Affirmation of Allegiance and Seating of Council Member(s): Karina Macias and Manuel "Manny" Avila**

City Clerk Schwartz announced the presentations to be given and called up each new Council Member and the individuals who would be administering the Oath or Affirmation of Allegiance as follows:

Re-Elected Council Member Karina Macias – Oath administered by John Zapata, bible held by Gloria Rodriguez.

City Clerk Schwartz presented Council Member Macias with a Certificate of Election. 1-2

Newly Elected Council Member Manuel “Manny” Avila – Oath administered by his two daughters, Martha Avila and Maria Avila Gengenbacher, bible held by wife, Rebecca Avila.

City Clerk Schwartz presented Council Member Avila with a Certificate of Election.

PRESENTATIONS AND ANNOUNCEMENTS

Those in attendance congratulated and gave well wishes to both Council Members Macias and Avila.

APPOINTMENTS

2. Selection of Mayor and Vice Mayor for a Term of One Year

Mayor Ortiz opened up nominations for Mayor.

Motion: Council Member Macias motioned to nominate Vice Mayor Sanabria as Mayor, seconded by Mayor Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

Mayor Ortiz announced at this time the newly appointed Mayor would be given the Oath or Affirmation of Allegiance.

City Clerk Schwartz called up Mr. Jonathan Sanabria who would be administering the oath.

Newly appointed Mayor Marilyn Sanabria – Oath administered by her brother, Jonathan Sanabria.

Mayor Sanabria thanked her colleagues for the opportunity and thanked her family and friends for all their support.

Mayor Sanabria opened up nominations for Vice Mayor.

Motion: Council Member Ortiz motioned to nominate Council Member Pineda as Vice Mayor, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

PRESENTATIONS AND ANNOUNCEMENTS

Representatives from the following offices were in attendance to honor outgoing Mayor Ortiz:

Ms. Elizabeth Alcantar, representative from Supervisor Hilda Solis' office presented outgoing Mayor Ortiz with a "Certificate of Commendation."

Ms. Talia Leon, Field Deputy, representative from Congresswoman Lucille Roybal-Allard's office presented outgoing Mayor Ortiz with a "Certificate of Congressional Recognition."

Mr. Johnathan Flores, representative from Senator Ricardo Lara's Office presented outgoing Mayor Ortiz with a "Certificate of Recognition."

Representative for Los Angeles Unified School District, Board Member Rodriguez, District 5, presented a "Certificate of Recognition" to outgoing Mayor Ortiz.

Council Member Graciela Ortiz, thanked everyone for the recognitions, thanked UTLA Members, thanked former Mayor and 41st U.S. Treasurer Rosario Marin, and presented an outgoing speech thanking everyone, friends and family, noting all the projects and her continued commitment to the community, congratulated re-elected Council Member Macias, newly elected Council Member Macias, newly appointed Mayor Sanabria and Vice Mayor Pineda.

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz, invited the public to a celebration at Leonardo's Restaurant.

Council Member Manuel "Manny" Avila, noted he is a very humble man but main idea was to become a member of the city council to work along his colleagues and provide his experience to be a team player, to be a team player for the community, police department, listen to the people, thanked staff for their support, he concluded with wanting to be a leader to serve and to make this a main goal. Mr. Avila thanked his family and everyone who worked on his campaign.

Council Member Karina Macias, thanked parents and family for all their support, commented on the negativism during her campaigning but noted all the positive, big gratitude to all those who supported her, thanked all who endorsed her, UTLA, former Mayor and 41st U.S. Treasurer Rosario Marin, Efren Martinez, John Ornelas, proud to call her colleagues friends, thanked former Mayor Ortiz, congratulated newly appointed Mayor Sanabria and Vice Mayor Pineda, happy to call Council member Avila her colleague, truly an honor to see Council Member Avila in this role, thanked Mr. Avila for his support as well as his family, thanked the employees, police officers, and everyone.

Vice Mayor Jhonny Pineda, noted lots of emotions in the room, happy for reelection of Macias, congratulated Council Member Avila and the newly appointed Mayor Sanabria, looks forward to working with his colleagues, thanked former Mayor Ortiz for all her work, noted he is married and thanked his wife, thanked all those who supported him during his campaign, noted his efforts to create a youth employment program and making it happen, this year he plans on launching a beautification and educational campaign to work with the community, it's his passion to help others to succeed, look forward to working with everyone to continue to move city forward and thanked everyone.

Mayor Marilyn Sanabria, thanked everyone who was in attendance and looks forward to working alongside her colleagues.

ADJOURNMENT

At 6:40 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, April 4, 2017, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, April 4, 2017

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, April 4, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Council Member(s): Manuel "Manny" Avila, Karina Macias, Graciela Ortiz, and Mayor Marilyn Sanabria. ABSENT: Council Member Pineda. CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; Arnold Alvarez-Glasman, City Attorney; Noel Tapia, Assistant City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Michael Ackerman, City Engineer; Daniel Hernandez, Public Works Director; Sergio Infanzon, Community Development Director; Manuel Acosta, Economic Development Manager; Teresa Garcia, Budget Analyst; Annie Ruiz, Accounting Manager and Donna Schwartz, City Clerk. ABSENT: Martha Castillo, Human Resources Director.

INVOCATION

The invocation was led by Mayor Sanabria.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Michelle Garcia-Monay, Lucille Roybal-Allard Elementary School.

PRESENTATIONS AND ANNOUNCEMENTS

Council Presented a "Certificate of Appreciation" to Michelle Garcia-Monay for leading the Pledge of Allegiance.

City Manager Cisneros announced that the following presentation will be moved to the next Regular City Council meeting - Proclamation Presented to the American Heart Association, Proclaiming April 2017 as "Walking Month "

Council presented a proclamation to Ms. Stella Lugo, Program Manager, Fair Housing Foundation, proclaiming April 2017 as "Fair Housing Month"

Mr. Sergio Calderon, Director of District 4, Water Replenishment District 4 of Southern California (WRD) presented acknowledged the "2017 Water Awareness" Elementary School Poster Contest Winners. Mayor Sanabria announced the program and presented the winners with "Certificates of Recognition."

PUBLIC COMMENT

1. Stephanie Lopez, noted a water maintenance notice she received and questioned what work had been performed.

STAFF RESPONSE

City Manager Cisneros noted that a representative from Severn Trent, water manager for the City would be speaking later on agenda Item 5 regarding Well 15 and 17 and the City's water distribution system

CLOSED SESSION

At 6:25 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION -
[three matters] Government Code Section 54956.9(d)(1)

J.H., a minor, by and through his Guardian Ad Litem, Marcela Lujano, et al. v. City of South Gate/ City of Huntington Park, et al.
LASC No. BC 614412

California Charter Schools Association v. City of Huntington Park, et al.
Case No. BS 166035

Mkay, et al. v. City of Huntington Park, et al.
Case No. 2:17-cv-01467-SJO-AFM
2. LIABILITY CLAIM- [one matter] Government Code Section 54956.95
Claimants: R. Herrera (a minor)
Agency claimed against: City of Huntington Park
3. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Government Code Section 54957.9(d)(4) Consideration of Initiation of Litigation – One Matter
4. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: General Employees Association (GEA)

At 7:50 p.m. Mayor Sanabria reconvened to open session. All Council Members present with the exception of Council Member Pineda ABSENT.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed closed session items 1 through 4 all four Council Members were present. Item 1, regarding J.H., a minor, was not discussed. Item 1, regarding California Charter Schools Association, an update was provided, this matter was presented to the Superior Court yesterday there was no decision made nothing further to report. Item 1, regarding MKay, Council was briefed and provided authorization to retain special counsel. Item 2. Council, by a 4-0 vote, authorized settlement authority. Item 3. Council gave direction to City Attorney's office to proceed in preparing a law suit against Central Basin Water District regarding selection of Board Members pursuant to recent legislation. Item 4. Direction was given, no final action taken, nothing to report.

CONSENT CALENDAR

Motion: Council Member Macias motioned to approve consent calendar items, seconded by Council Member Ortiz. Motion passed 4-0 (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

FINANCE

1. Approved Accounts Payable and Payroll Warrants dated April 4, 2017.

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

2. **Resolution Approving the Amended Fiscal Year (FY) 2016/2017 City Budget**

City Manager Cisneros introduced Teresa Garcia, Budget Analyst who presented the item.

Motion: Mayor Sanabria motioned to adopt Resolution No. 2017-05, Amending the Annual Budget for FY 2016/2017 and authorize City Manager to implement the approved amendments. In addition, for City staff and City Manager not to award contracts or agreements over \$5,000 unless it is approved by City Council and that this temporary restriction is to remain until the City Council finds it appropriate, seconded by Council Member Macias. Motion passed 4-0, (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

OFFICE OF THE CITY CLERK

3. Appointments of City Council Members to the Various Outside Committees and/or Organizations

City Manager introduced City Clerk Schwartz who presented the item.

City Clerk Schwartz announced for the Eco Rapid Transit (formerly Orange Line Development Authority) an Alternate needed to be appointed.

Motion: Mayor Sanabria motioned to **appoint herself as the Alternate** on the Eco Rapid Transit (formerly Orange Line Development Authority), seconded by Council Member Ortiz. Motion passed 4-0, (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

City Clerk Schwartz announced for the Los Angeles County Sanitation District No.1 that the Delegate must be Mayor and an Alternate needed to be appointed.

Motion: Mayor Sanabria motioned to **appoint herself as the Delegate and Council Member Macias as the Alternate**, seconded by Council Member Macias. Motion passed 4-0, (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

City Clerk Schwartz announced for the Southern California Association of Governments (SCAG) an Alternate need to be appointed.

Motion: Council Member Ortiz motioned to remove herself as the Delegate and to **appoint Council Member Avila as the new Delegate and appoint Council Member Macias as the Alternate**, seconded by Council Member Macias. Motion passed 4-0, (Pineda ABSENT) by the following vote:

REGULAR AGENDA (CONTINUED)

OFFICE OF THE CITY CLERK ITEM 3 (CONTINUED)

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

4. Appointments, Re-Appointments and Removal (if Necessary) by Council Members to the Various City Commissions

City Manager introduced City Clerk Schwartz who presented the item.

City Clerk Schwartz announced each Council Member followed by each Commission. Appointments, reappointments and removals as follows:

Civil Service Commission

Mayor Sanabria will be giving another Huntington Park resident the opportunity to serve the community as a Civil Service Commissioner, therefore Elsa Avalos' term will end April 4, 2017. **Appointment for the vacancy will be made at a later date.**

Vice Mayor Pineda – ABSENT.

Council Member Ortiz reappointed **Maria Magana.**

Council Member Avila appointed **Teresa Baldazar.**

Council Member Macias reappointed **Guillermo Monterrosa.**

Health & Education Commission

Mayor Sanabria appointed **Ebony Batiste**

Vice Mayor Pineda – ABSENT.

Council Member Ortiz will be giving another Huntington Park resident the opportunity to serve the community as a Health & Education Commissioner, therefore Robert Cabrales' term will end April 4, 2017. **Appointment for the vacancy will be made at a later date.**

Council Member Avila - **no appointment at this time.**

Council Member Macias appointed **Robert Cabrales**, therefore Rebecca Avila's term will end April 4, 2017.

Historic Preservation Commission

Mayor Sanabria reappointed **Kathy Gaytan.**

Vice Mayor Pineda – ABSENT.

Council Member Ortiz appointed **Wally Shidler**, therefore Luz Gomez's term will end April 4, 2017.

Council Member Avila - **no appointment at this time.**

Council Member Macias reappointed **Guillermo Flores.**

Parks and Recreation Commission

Mayor Sanabria reappointed Betty Davis-Gonzalez.

Vice Mayor Pineda – ABSENT.

Council Member Ortiz reappointed Jonathan Sanabria.

Council Member Avila appointed Manuel “Pete” Morado.

Council Member Macias appointed Edgar Gordillo.

Planning Commission

Mayor Sanabria appointed Angelica Montes.

Vice Mayor Pineda – ABSENT.

Council Member Ortiz appointed Luz Gomez, therefore Efren Martinez’s term would end April 4, 2017 if not for having then been reappointed by Council Member Avila.

Council Member Avila appointed Efren Martinez.

Council Member Macias reappointed Eduardo Carvajal.

REGULAR AGENDA (CONTINUED)

OFFICE OF THE CITY CLERK ITEM 4 (CONTINUED)

Youth Commission (Each Council Member appoints two (2))

Mayor Sanabria reappointed Joel Palma and Pauline Ramos.

Vice Mayor Pineda – ABSENT.

Council Member Ortiz reappointed Kevin Cervantes and Karol Gutierrez.

Council Member Avila appointed Nelly Perez and **appointment for the second vacancy will be made at a later date.**

Council Member Macias reappointed Kaitlyn Zesati and Angel De Santiago.

PUBLIC WORKS

5. Update on Huntington Park’s Water Distribution System and Operations

City Manager Cisneros introduced Iris Ramos, Project Manager, Severn Trent who provided an update on the City’s water distribution system and operations.

- Update ONLY -

6. Approve Pacific Boulevard Pedestrian Improvements Project Phase I Contract Change Orders 3 Through 7 and 9

City Manager Cisneros introduced Michael Ackerman, City Engineer who presented the item.

Motion: Council Member Ortiz motion to approve Contract Change Orders (CCOs) Nos. 3-7 and 9 in the amount of \$80,030.51 and authorize City Manager to execute the Contract Change Orders, seconded by Council Member Macias. No vote due to amended

motion.

Amended Motion: Mayor Sanabria motioned to approve Contract Change Orders (CCOs) Nos. 3-7 and 9 in the amount of \$80,030.51 and authorize City Manager to execute the Contract Change Orders, but with the condition to create an Ad Hoc Committee consisting of Mayor Sanabria, Council Member Ortiz, Special Counsel Ornelas, City Engineer, Project Manager and Project Contractor, seconded by Council Member Ortiz. Motion passed 4-0 (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

7. Approve First Amendment to Contract Services Agreement (CSA) with Nationwide Environmental Services for Bus Stop and Parklets Cleaning Services

City Manager Cisneros introduced Daniel Hernandez, Public Works Director who presented the item.

Motion: Council Member Ortiz motioned to table the item to allow more time to review, seconded by Council Member Macias. Motion passed 4-0 (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS ITEM 7 (CONTINUED)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to contract with Nationwide Environmental Services for the Bus Stop and Parklet Services;
2. Authorize City Manager to execute contract; and
3. Encumber the remaining portion of the annual contract amount for FY 2016/2017 for payment of services.

8. Approve First Amendment to Lease of Office Space at City Hall to Senator Ricardo Lara of the 33rd Senate District

City Manager Cisneros introduced Daniel Hernandez, Public Works Director who presented the item.

Motion: Council Member Ortiz motioned to approve First Amendment to lease with the Senate Rules Committee of California for the lease of office space at City Hall for use by Senator Ricardo Lara of the 33rd Senate District, and authorize City Manager to execute the lease, seconded by Council Member Macias. Motion passed 4-0 (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

9. Update on I-Park Deployment 11

- Update ONLY -

City Manager Cisneros introduced Michael Ackerman, City Engineer who presented an update.

Council Member Macias recommended that the Ad Hoc Committee that is specific for this project review the parking study that was previously done for the City.

COMMUNITY DEVELOPMENT

10. Review Draft Fiscal Year (FY) 2017/2018 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Program Federal Funds

City Manager Cisneros introduced Sergio Infanzon, Community Development Director who presented the item and introduced Manuel Acosta, Economic Development Manager who added additional information. Staff recommend to receive and file.

At 8:44 p.m. Council Member Avila excused himself from the chambers.

At 8:47 p.m. Council Member Avila returned to the chambers.

No action was taken. Council concurred (Pineda ABSENT) to receive and file the Draft Fiscal Year 2017/2018 Annual Action Plan.

REGULAR AGENDA (CONTINUED)

PARKS AND RECREATION

11. Approve Use of Salt Lake Park for 2017 Telemundo Sports Experience Event and Approval of Agreement with Estrella Communications, Inc. to Produce Event

City Manager Cisneros introduced Josette Espinosa, Parks and Recreation Director who presented the item.

Motion: Council Member Ortiz motioned to approve the Special Event Application for use of Salt Lake Park for the 2017 Telemundo Sports Experience event, approve agreement with Estrella Communications, Inc. to produce the 2017 Telemundo Sports Experience event at Salt Lake Park, approve the possible test driving of new vehicle models as part of the automotive exhibit and authorize City Manager to execute agreement, seconded by Council Member Macias. Motion passed 4-0 (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

12. Consideration and Approval of Activities in Public Places Permit and Fee Waiver Request by the American Cancer Society for the "Relay for Life" Event

City Manager Cisneros introduced Josette Espinosa, Parks and Recreation Director who presented the item.

Motion: Council Member Ortiz motioned to approve Activities in Public Places Permit for American Cancer Society's "Relay for Life" event, scheduled for June 23 – 25, 2017, Salt Lake Park baseball diamonds and approve facility fee waiver request by the American Cancer Society for the "Relay for Life" Event, seconded by Council Member Macias. Motion passed 4-0 (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

POLICE DEPARTMENT

13. Approve Request to Purchase Two (2) Police Department Patrol Operations Division Police Vehicles and Supplementary Equipment

City Manager Cisneros introduced Cosme Lozano, Chief of Police who presented the

item.

Mayor Sanabria clarified funds are from the forfeiture fund and not the general fund.

Motion: Council Member Ortiz motioned to authorize the requisition of funds to purchase and equip two new Police Department Patrol Services Division police vehicles from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA, authorize additional budget appropriation of \$124,970.00 from the Forfeiture Fund, Account #229-7010-421.74-10 and authorize Chief of Police to purchase the vehicles and associated equipment, seconded by Council Member Macias. Motion passed 4-0 (Pineda ABSENT) by the following vote:

REGULAR AGENDA (CONTINUED)

POLICE DEPARTMENT ITEM 13 (CONTINUED)

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

14. Approve Request to Purchase and Install Upgraded Office Furnishing for the Police Department

Cosme Lozano, Chief of Police presented the item.

Motion: Council Member Ortiz motioned to increase the expenditure amount from \$19,525 to a not to exceed amount of \$27,000 to purchase replacement office furniture for the Police Department – Patrol Division, more specifically the Officer's Report Writing Room, the Patrol Sergeant's Office, and the Watch Commander's Office and authorize Chief of Police to purchase the furnishings from Closet Factory, seconded by Council Member Macias. Motion passed 4-0 (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

15. Approve Appropriation of Funds for the Completion of Information Technology Projects for the Police Department

Cosme Lozano, Chief of Police presented the item.

Motion: Mayor Sanabria motioned to approve an expenditure of \$70,020.96 from the Police Forfeiture Fund #229-7010-421.74.10 to upgrade aged and failing technology systems for the Police Department, authorize the services of LanWan, as a single source option, to install and implement necessary hardware and software and authorize Chief of Police to acquire hardware and other associated equipment, software and labor costs needed to complete this project, seconded by Council Member Ortiz. Motion passed 4-0 (Pineda ABSENT) by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

HUMAN RESOURCES

16. Resolution Determining the Duties of Senior Police Officer for the Purpose of Public Employee Disability Retirement

Cosme Lozano, Chief of Police presented the item.

Motion: Mayor Sanabria motioned to adopt Resolution No. 2017-06, Determining that Steve Castro is not Disabled and Incapacitated to Perform the Duties of Senior Police Officer for the purpose of Public Employee Disability Retirement (CalPERS), seconded by Council Member Macias. Motion passed 4-0 (Pineda ABSENT) by the following vote:

REGULAR AGENDA (CONTINUED)

HUMAN RESOURCES ITEM 16 (CONTINUED)

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria
NOES: Council Member(s): None
ABSENT: Council Members(s): Pineda

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, thanked staff and his colleagues for all their support.

Council Member Graciela Ortiz, thanked staff for all their support and invited the public to attend the UFCW's Grand Opening and Resource Fair located at 5500 Pacific Boulevard on Saturday 8 to 1 p.m., wished all students a safe spring break and all a good evening.

Council Member Karina Macias, thanked staff for all their support, wished all students a good spring break, welcomed Council Member Avila and wished all a good night.

Vice Mayor Jhonny Pineda - ABSENT

Mayor Marilyn Sanabria, thanked staff for all their support and wished all a good night.

ADJOURNMENT

At 9:03 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, April 18, 2017, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

**City of Huntington Park
List of Funds**

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilization
201	Environmental Justice	248	Homelessness Prevention
212	P & R Grants	252	ABC
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
216	Employees Retirement Fund	285	Solid Waste Mgmt Fund
217	OPEB	286	Illegal Disposal Abatemnt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	288	COMPBC
221	State Gasoline Tax Fund	334	Ped/Bike Path Fund
222	Measure R	349	Capital Improvement Fund
223	Local Origin Program Fund	475	Public Financng Authority
224	Office of Traffc & Safety	533	Business Improv Dist Fund
225	Cal Cops Fund	535	Strt Lght & Lndscp Assess
226	Air Quality Improv Trust	681	Water Department Fund
227	Offc of Criminal Justice	741	Fleet Maintenance
228	Bureau of Justice Fund	745	Worker's Compensation Fnd
229	Police Forfeiture Fund	746	Employee Benefit Fund
231	Parking System Fund	748	Veh & Equip Replacement
232	Art in Public Places Fund	779	Deferred Comp. Trust Fund
233	Bullet Proof Vest Grant	800	Pooled Cash
234	Congressional Earmark	801	Pooled Cash Fund
235	Federal Street Improvmnt	802	Pooled Interest

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-18-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AARON CRUZ	62667/63151	111-6060-466.33-20	Contractual Srv Class	105.60
	62974/63165	111-6060-466.33-20	Contractual Srv Class	211.20
	63018/63160	111-6060-466.33-20	Contractual Srv Class	158.40
	63026/63180	111-6060-466.33-20	Contractual Srv Class	132.00
	63026/63180-B5	111-6060-466.33-20	Contractual Srv Class	132.00
				\$739.20
ADALBERTO RUBALCABA	62777/63469	111-0000-347.20-00	Deposit Refund	60.00
				\$60.00
ADIR INTERNATIONAL EXPORT LTD	3/16/2017	111-3010-465.56-33	Sales Tx Rebate LaCuracao	24,372.90
				\$24,372.90
AFSCME COUNCIL 36	PPE 4/09/2017	802-0000-217.60-10	Association Dues	727.32
				\$727.32
AK & COMPANY	H PARK-17-2	111-9010-419.56-41	Contractual Srv - Other	3,400.00
				\$3,400.00
ALAN'S LAWN AND GARDEN CENTER, INC.	694552	535-8090-452.61-20	Dept Supplies & Expense	322.49
				\$322.49
ALL CITY MANAGEMENT SERVICES	47934	111-7022-421.56-41	Contractual Srv - Other	6,490.40
				\$6,490.40
ALLIANCE RESOURCE CONSULTING LLC	HNTPRK-03-01/02	111-0230-413.54-00	Advertising/Publication	10,000.00
				\$10,000.00
ALVAREZ-GLASMAN & COLVIN	2017-02-15904	111-0220-411.32-70	Contractual Srv Legal	23,712.18
	2017-02-15905	111-0220-411.32-70	Contractual Srv Legal	11,258.88
	2017-02-15906	745-9031-413.32-70	Contractual Srv Legal	9,790.00
				\$44,761.06
AMERICAN CELEBRATIONS	173282	111-6020-451.61-35	Recreation Supplies	55.59
				\$55.59
AMERICAN EXPRESS	00010020821	111-0110-411.61-20	Dept Supplies & Expense	7.49
	54350003	111-0110-411.61-20	Dept Supplies & Expense	25.00
	543500063479102	111-0110-411.61-20	Dept Supplies & Expense	44.76
	IJSJTE	111-0110-411.61-20	Dept Supplies & Expense	5.45
	0000001125	111-0110-411.66-05	Council Meeting Expenses	116.05
	00010032902	111-0110-411.66-05	Council Meeting Expenses	37.98
	008001435	111-0110-411.66-05	Council Meeting Expenses	107.25
	43518248	111-0110-411.66-05	Council Meeting Expenses	296.73
	43543671	111-0110-411.66-05	Council Meeting Expenses	296.73
	46508246	111-0110-411.66-05	Council Meeting Expenses	-296.73
	54100015	111-0110-411.66-05	Council Meeting Expenses	124.54
	54190020	111-0110-411.66-05	Council Meeting Expenses	100.00
	99999997033	111-0110-411.66-05	Council Meeting Expenses	7.37
	RE_19KEGLJ8	111-0110-411.66-05	Council Meeting Expenses	-25.00
	1223304	111-0210-413.59-15	Professional Development	819.91

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AMERICAN EXPRESS	00010020821	111-0210-413.61-20	Dept Supplies & Expense	7.49
	008001436	111-0210-413.61-20	Dept Supplies & Expense	71.41
	54350003	111-0210-413.61-20	Dept Supplies & Expense	25.00
	543500063479102	111-0210-413.61-20	Dept Supplies & Expense	44.77
	IJSJTE	111-0210-413.61-20	Dept Supplies & Expense	5.45
	USWPXK	111-0230-413.59-15	Professional Development	125.00
	71094477053	111-1010-411.59-15	Professional Development	230.00
	022560852	111-4010-431.61-20	Dept Supplies & Expense	20.00
	68200004	111-4010-431.61-20	Dept Supplies & Expense	21.09
	021330124	111-5010-419.59-15	Professional Development	199.00
	00040175	111-7010-421.59-15	Professional Development	4.00
	10000029636	111-7010-421.59-15	Professional Development	750.00
	001453030	111-7010-421.59-20	Professional Develop Post	487.00
	001466274	111-7010-421.59-20	Professional Develop Post	230.00
	85447895	111-7010-421.59-30	Prof Dev - STC & Training	75.00
	85460109	111-7010-421.59-30	Prof Dev - STC & Training	75.00
	85466650	111-7010-421.59-30	Prof Dev - STC & Training	75.00
	85473039	111-7010-421.59-30	Prof Dev - STC & Training	75.00
	86208646	111-7010-421.59-30	Prof Dev - STC & Training	75.00
	86217896	111-7010-421.59-30	Prof Dev - STC & Training	75.00
	000491052	111-7010-421.61-20	Dept Supplies & Expense	73.43
	0014370300	111-7010-421.61-20	Dept Supplies & Expense	43.20
	068186833	111-7010-421.61-20	Dept Supplies & Expense	276.32
	10156320170	111-7010-421.61-20	Dept Supplies & Expense	2.75
	10156320170-1	111-7010-421.61-20	Dept Supplies & Expense	3.00
	10156320170-2	111-7010-421.61-20	Dept Supplies & Expense	2.00
	269223	111-7010-421.61-20	Dept Supplies & Expense	245.00
	00001034	111-7030-421.61-20	Dept Supplies & Expense	471.53
	00039507	111-7030-421.61-20	Dept Supplies & Expense	47.67
	00062625	111-7030-421.61-20	Dept Supplies & Expense	60.91
	00098633	111-7030-421.61-20	Dept Supplies & Expense	58.00
	00210408	111-7030-421.61-20	Dept Supplies & Expense	80.89
	00210477	111-7030-421.61-20	Dept Supplies & Expense	58.93
	00375604	111-7030-421.61-20	Dept Supplies & Expense	66.25
	00505271	111-7030-421.61-20	Dept Supplies & Expense	58.00
	501001152	111-7030-421.61-20	Dept Supplies & Expense	62.67
	85189937048	111-7030-421.61-20	Dept Supplies & Expense	449.00
	02/26/2017	111-9010-419.33-10	Bank Services	90.00
	99999997031	239-6065-466.61-20	Dept Supplies & Expense	350.00
	000000030	681-8030-461.59-15	Professional Development	20.14

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AMERICAN EXPRESS	00016748	681-8030-461.59-15	Professional Development	90.00
	00054733	681-8030-461.59-15	Professional Development	31.52
	00480100003	681-8030-461.59-15	Professional Development	13.35
	008022455	681-8030-461.59-15	Professional Development	51.82
	00VNHCBUJ13	681-8030-461.59-15	Professional Development	14.00
	00VNHE7149N	681-8030-461.59-15	Professional Development	14.75
	01626007000693	681-8030-461.59-15	Professional Development	25.00
	0493685	681-8030-461.59-15	Professional Development	95.05
	064343816	681-8030-461.59-15	Professional Development	27.00
	0873398	681-8030-461.59-15	Professional Development	17.93
	08870029	681-8030-461.59-15	Professional Development	39.50
	0890129	681-8030-461.59-15	Professional Development	15.51
	0FXHD7R6	681-8030-461.59-15	Professional Development	56.54
	10156320170	681-8030-461.59-15	Professional Development	101.65
	10156320170-1	681-8030-461.59-15	Professional Development	12.00
	1255413	681-8030-461.59-15	Professional Development	62.60
	128040575	681-8030-461.59-15	Professional Development	481.36
	128040576	681-8030-461.59-15	Professional Development	472.81
	347816	681-8030-461.59-15	Professional Development	52.18
	440828975	681-8030-461.59-15	Professional Development	65.57
	452884	681-8030-461.59-15	Professional Development	9.90
	465951124	681-8030-461.59-15	Professional Development	547.58
	6402122	681-8030-461.59-15	Professional Development	21.00
	851808970	681-8030-461.59-15	Professional Development	89.00
	92500107	681-8030-461.59-15	Professional Development	8.08
AR388355944	681-8030-461.59-15	Professional Development	44.00	
EH152338093	681-8030-461.59-15	Professional Development	8.95	
				\$9,326.08
AMERICAN FAMILY LIFE ASSURANCE	PPE 4/09/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				\$106.58
ARAMARK UNIFORM & CAREER APPAREL	532309398	741-8060-431.61-20	Dept Supplies & Expense	99.29
	532326564	741-8060-431.61-20	Dept Supplies & Expense	100.29
				\$199.58
AT&T	000009418447	111-9010-419.53-10	Telephone & Wireless	3.10
	000009445101	111-9010-419.53-10	Telephone & Wireless	19.66
				\$22.76
AT&T MOBILITY	X03142017	239-5055-419.53-10	Telephone & Wireless	289.93
				\$289.93
B AND H SIGNS	16378	111-7022-421.61-29	Dept Supplies Traffic	1,850.00
				\$1,850.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BARR & CLARK INC	43319	246-5098-463.56-41	Contractual Srvc - Other	540.00
				\$540.00
BENNETT LANDSCAPE	159358	111-8095-431.56-60	Contract Landscape Maint.	20,393.42
	159358	231-8010-415.56-41	Contractual Srvc - Other	273.25
				\$20,666.67
BSN SPORTS, LLC	98806512	535-8090-452.61-20	Dept Supplies & Expense	1,232.68
	98823457	535-8090-452.61-20	Dept Supplies & Expense	405.66
				\$1,638.34
CALIFORNIA TRANSPORT REFRIGERATION	20966	219-0250-431.43-21	Metro Transit O S & M	422.99
				\$422.99
CARD INTEGRATORS	0091888-IN	111-7010-421.56-41	Contractual Srvc - Other	151.44
				\$151.44
CAVENAUGH & ASSOCIATES	5/15-5/19/2017	111-7010-421.59-20	Professional Develop Post	538.00
				\$538.00
CCAP AUTO LEASE LTD	3/15/17	226-9010-419.74-20	Vehicle Leases	223.21
				\$223.21
CDW GOVERNMENT, INC.	GLR2369	111-7010-421.61-20	Dept Supplies & Expense	605.03
	GLZ1081	111-7010-421.61-20	Dept Supplies & Expense	107.08
	GPH5995	111-7010-421.61-20	Dept Supplies & Expense	18.57
	GSR3367	111-7010-421.61-20	Dept Supplies & Expense	42.94
				\$773.62
CENTRAL FORD	294460	219-0250-431.43-21	Metro Transit O S & M	104.22
	294475	741-8060-431.43-20	Fleet Maintenance	49.08
	294477	741-8060-431.43-20	Fleet Maintenance	58.47
	294522	741-8060-431.43-20	Fleet Maintenance	28.01
	295318	741-8060-431.43-20	Fleet Maintenance	701.89
				\$941.67
CHARTER COMMUNICATIONS	04/07-05/06/17	111-7010-421.53-10	Telephone & Wireless	1,250.00
	04/01-04/30/17	111-9010-419.53-10	Telephone & Wireless	44.44
	04/02-05/01/17	111-9010-419.53-10	Telephone & Wireless	680.00
	03/31-04/30/17	121-7040-421.56-14	Welfare Inmate Fd Expense	216.17
				\$2,190.61
CINTAS CORPORATION	5007622526	111-6010-451.56-41	Contractual Srvc - Other	535.01
				\$535.01
CINTIA VALENCIA	62872/63098	111-6060-466.33-20	Contractual Srv Class	185.60
				\$185.60
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 4/09/2017	802-0000-217.30-30	Med Reimb 125	380.84
				\$380.84
CITY OF HUNTINGTON PARK GEA	PPE 4/09/2017	802-0000-217.60-10	Association Dues	140.05
				\$140.05
CMRTA	378	111-3010-415.59-15	Professional Development	100.00
				\$100.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COLONIAL SUPPLEMENTAL INSURANCE	PPE 4/09/2017	802-0000-217.50-40	Life-Cancer Insurance	1,258.24
				\$1,258.24
DAILY JOURNAL CORPORATION	B2978743	111-4010-431.54-00	Advertising/Publication	100.80
	B2992972	111-4010-431.54-00	Advertising/Publication	50.40
	B2978743	111-5010-419.54-00	Advertising/Publication	243.60
	B2990572	239-5060-463.54-00	Advertising/Publication	457.80
				\$852.60
DAPEER, ROSENBLIT & LITVAK	13053	111-0220-411.32-20	Legal Exp - Prosecutor Sv	387.60
	13052	239-5055-419.32-50	Contractual Srv - Prosecu	500.17
	13054	239-5055-419.32-50	Contractual Srv - Prosecu	22.50
	13055	239-5055-419.32-50	Contractual Srv - Prosecu	138.50
	13056	239-5055-419.32-50	Contractual Srv - Prosecu	180.00
	13057	239-5055-419.32-50	Contractual Srv - Prosecu	138.50
	13058	239-5055-419.32-50	Contractual Srv - Prosecu	22.50
	13059	239-5055-419.32-50	Contractual Srv - Prosecu	67.50
	13060	239-5055-419.32-50	Contractual Srv - Prosecu	221.60
				\$1,678.87
DAPPER TIRE CO.	44251064	219-0250-431.43-21	Metro Transit O S & M	556.06
	44279606	741-8060-431.43-20	Fleet Maintenance	600.21
	44279614	741-8060-431.43-20	Fleet Maintenance	600.21
	44294314	741-8060-431.43-20	Fleet Maintenance	262.52
	44317186	741-8060-431.43-20	Fleet Maintenance	602.30
	443211495	741-8060-431.43-20	Fleet Maintenance	1,038.95
				\$3,660.25
DATA TICKET INC.	77171	111-3010-415.44-00	Rental/Leases	1,140.00
	77917	111-3010-415.44-00	Rental/Leases	1,140.00
	77171	111-3010-415.56-15	Citation Prkng Collection	7,678.32
	77917	111-3010-415.56-15	Citation Prkng Collection	8,830.50
	77171	111-3010-415.56-41	Contractual Srv - Other	2,503.32
	77917	111-3010-415.56-41	Contractual Srv - Other	2,123.84
	77608	111-7065-441.56-41	Contractual Srv - Other	174.67
	76142	111-9010-419.56-41	Contractual Srv - Other	213.67
	76945	111-9010-419.56-41	Contractual Srv - Other	108.67
	77686	111-9010-419.56-41	Contractual Srv - Other	64.67
				\$23,977.66
DATAPROSE, INC.	DP1700808	681-3022-415.53-20	Postage	1,690.50
	DP1700808	681-3022-415.56-41	Contractual Srv - Other	1,193.48
				\$2,883.98
DAY WIRELESS SYSTEMS	431339	111-7010-421.56-41	Contractual Srv - Other	1,344.88
	432826	111-7010-421.56-41	Contractual Srv - Other	153.50
				\$1,498.38

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DELTA DENTAL	BE002103705	802-0000-217.50-20	Dental Insurance	8,267.77
				\$8,267.77
DELTA DENTAL INSURANCE COMPANY	BE002100416	802-0000-217.50-20	Dental Insurance	2,823.58
				\$2,823.58
DEODATE CORPORATION	1002	111-0210-413.56-41	Contractual Srvc - Other	5,220.00
				\$5,220.00
DEPARTMENT OF ANIMAL CARE & CONTROL	3/15/2017	111-7065-441.56-41	Contractual Srvc - Other	7,374.29
				\$7,374.29
DISH NETWORK	03/27/17	111-7022-421.44-10	Rent (Incl Equip Rental)	63.55
				\$63.55
DR HYDRAULICS, INC	1083	741-8060-431.43-20	Fleet Maintenance	660.00
				\$660.00
EDWIN RUANO	7625	111-8024-421.43-10	Buildings - O S & M	1,875.00
				\$1,875.00
EVAN BROOKS ASSOCIATES, INC	17004-16	222-4010-431.73-10	Improvements	125.00
				\$125.00
F & E HEDMAN LOS ANGELES, INC	5174A	111-9010-419.43-15	Financial Systems	335.00
	5174A	111-9010-419.44-10	Rent (Incl Equip Rental)	465.00
	5176A	111-9010-419.44-10	Rent (Incl Equip Rental)	60.00
				\$860.00
F&A FEDERAL CREDIT UNION	PPE 4/09/2017	802-0000-217.60-40	Credit Union	12,200.00
				\$12,200.00
GARDA CL WEST, INC.	10293299	111-9010-419.33-10	Bank Services	677.29
				\$677.29
GATEWAY URGENT CARE CENTER	00087923-00	111-0230-413.56-41	Contractual Srvc - Other	250.00
				\$250.00
GERALD M. CHAVARRIA	63301/63347	111-6060-466.33-20	Contractual Srv Class	175.20
				\$175.20
GLOBALSTAR USA	100000008168901	111-7010-421.53-10	Telephone & Wireless	68.82
				\$68.82
GOLDEN WEST COLLEGE	03/06-03/24/17	111-7010-421.59-20	Professional Develop Post	348.00
				\$348.00
HAMILTON & ASSOCIATES, INC.	985	681-0000-228.30-00	Construction Deposit Refund	1,000.00
				\$1,000.00
HERNANDEZ SIGNS, INC.	2545	111-6020-451.61-35	Recreation Supplies	255.00
				\$255.00
HOME DEPOT U.S.A. INC.	7/1/16-12/30/16	111-3010-465.56-32	Sales Tax Rebate/Home Dep	115,175.90
				\$115,175.90
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 4/09/2017	802-0000-217.60-10	Association Dues	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 4/09/2017	802-0000-217.60-10	Association Dues	4,703.53
				\$4,703.53

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HUNTINGTON PARK RUBBER STAMP CO.	RJC54126	111-6020-451.61-35	Recreation Supplies	65.57
	RGC9712	111-9010-419.61-20	Dept Supplies & Expense	14.57
				\$80.14
IBE DIGITAL	402322	111-9010-419.44-10	Rent (Incl Equip Rental)	16.31
	402323	111-9010-419.44-10	Rent (Incl Equip Rental)	16.31
				\$32.62
IMAGE DESIGN & COMMUNICATIONS,INC	8011	111-5010-419.56-41	Contractual Srvc - Other	4,659.75
				\$4,659.75
IMPACT TIRE SERVICE	1852	219-0250-431.43-21	Metro Transit O S & M	36.00
	6489	219-0250-431.43-21	Metro Transit O S & M	25.00
				\$61.00
INTER VALLEY POOL SUPPLY, INC	93355	681-8030-461.41-00	Water Purchase	249.58
	93356	681-8030-461.41-00	Water Purchase	272.88
	93357	681-8030-461.41-00	Water Purchase	124.79
	93569	681-8030-461.41-00	Water Purchase	91.51
	93570	681-8030-461.41-00	Water Purchase	274.54
				\$1,013.30
JORGE MENDOZA	60567/63470	111-0000-228.20-00	Deposit Refunds	500.00
				\$500.00
KEYSTONE UNIFORM DEPOT	063533	111-7022-421.61-29	Dept Supplies Traffic	698.99
				\$698.99
LAN WAN ENTERPRISE, INC	57635	111-1010-411.74-10	Equipment	4,030.38
	57636	111-1010-411.74-10	Equipment	1,085.23
	57637	111-1010-411.74-10	Equipment	2,402.97
	57816	111-7010-421.56-41	Contractual Srvc - Other	4,835.24
	57817	111-7010-421.56-41	Contractual Srvc - Other	6,895.69
	57818	111-7010-421.56-41	Contractual Srvc - Other	3,183.24
	57834	111-7010-421.61-20	Dept Supplies & Expense	650.84
	57837	111-7010-421.61-20	Dept Supplies & Expense	1,057.67
	57675	111-9010-419.43-15	Financial Systems	23,500.00
	57676	111-9010-419.43-15	Financial Systems	81.74
	57781	111-9010-419.43-15	Financial Systems	3,800.00
	57813	111-9010-419.43-15	Financial Systems	396.00
	57873	111-9010-419.43-15	Financial Systems	23,500.00
				\$75,419.00
LEE ANDREWS GROUP, INC	2017070	111-0210-413.56-41	Contractual Srvc - Other	2,941.60
				\$2,941.60
LOGAN SUPPLY COMPANY, INC.	90475	535-8090-452.61-20	Dept Supplies & Expense	63.72
				\$63.72
LORRAINE MENDEZ & ASSOCIATES, LLC	0280	239-5060-463.56-41	Contractual Srvc - Other	10,910.28
				\$10,910.28

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LOZADA'S TRANSMISSIONS INC.	3140	741-8060-431.43-20	Fleet Maintenance	1,596.16
				\$1,596.16
LUCIA CASTILLO	62114/63069	111-6060-466.33-20	Contractual Srv Class	456.00
	62642/63238	111-6060-466.33-20	Contractual Srv Class	425.60
	62880/63229	111-6060-466.33-20	Contractual Srv Class	425.60
				\$1,307.20
LYNBERG & WATKINS APC	45141	745-9031-413.32-70	Contractual Srv Legal	4,522.16
				\$4,522.16
MARIA D ZAVALA	63159/63468	111-0000-347.20-00	Deposit Refunds	70.00
				\$70.00
METRO TRANSIT SERVICES	201703	219-0000-340.30-00	Fare Box Collections	-8,053.26
	201703	219-0250-431.56-43	Fixed Route Transit	99,542.56
	201703-DAR	219-0250-431.56-45	Dial-A-Ride (All City)	50,000.00
	201703	219-0250-431.62-30	Metro Transit Fuel & Oil	-7,905.83
				\$133,583.47
MUNISERVICES, LLC	0000044976	111-3013-415.56-41	Contractual Srvc - Other	6,484.59
				\$6,484.59
NAPA PARTS WHOLESALE	205743	219-0250-431.43-21	Metro Transit O S & M	77.28
	206683	219-0250-431.43-21	Metro Transit O S & M	23.56
	204980	741-8060-431.43-20	Fleet Maintenance	78.26
	205047	741-8060-431.43-20	Fleet Maintenance	425.73
	205540	741-8060-431.43-20	Fleet Maintenance	578.18
	205542	741-8060-431.43-20	Fleet Maintenance	29.34
	205553	741-8060-431.43-20	Fleet Maintenance	49.37
	205585	741-8060-431.43-20	Fleet Maintenance	14.13
	206692	741-8060-431.43-20	Fleet Maintenance	104.05
	207166	741-8060-431.43-20	Fleet Maintenance	77.10
	208240	741-8060-431.43-20	Fleet Maintenance	29.71
				\$1,486.71
NATALIE GUTIERREZ	63080/63480	111-0000-347.20-00	Deposit Refunds	65.00
				\$65.00
NATION WIDE RETIREMENT SOLUTIONS	PPE 4/09/2017	802-0000-217.40-10	Deferred Compensation	17,311.91
				\$17,311.91
NATIONWIDE ENVIRONMENTAL SERVICES	28231	221-8010-431.56-41	Contractual Srvc - Other	13,324.66
	28298	221-8010-431.56-41	Contractual Srvc - Other	13,324.66
	28231	222-5030-431.56-41	Contractual Srvc - Other	17,352.20
	28298	222-5030-431.56-41	Contractual Srvc - Other	17,352.20
	28231	231-8010-415.56-41	Contractual Srvc - Other	7,188.74
	28298	231-8010-415.56-41	Contractual Srvc - Other	7,188.74
				\$75,731.20
NET TRANSCRIPTS INC	0012197-IN	111-7010-421.56-41	Contractual Srvc - Other	114.75
				\$114.75

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-18-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
OK PRINTING DESIGN & DIGITAL PRINT	389	111-3010-415.61-20	Dept Supplies & Expense	46.35
	390	111-3010-415.61-20	Dept Supplies & Expense	188.10
	381	111-7040-421.61-31	Dept Supplies Records	67.25
	318	111-7065-441.61-20	Dept Supplies & Expense	35.90
	338	231-7060-421.61-20	Dept Supplies & Expense	254.40
				\$592.00
OLIVAREZ MADRUGA, LLP	14587	111-0220-411.32-70	Contractual Srv Legal	1,919.00
				\$1,919.00
PRUDENTIAL OVERALL SUPPLY	50983816	111-6010-451.56-41	Contractual Srv - Other	122.91
	50979782	111-7010-421.61-20	Dept Supplies & Expense	18.94
				\$141.85
RODRIGUEZ, RICHARD	21075-21662	681-0000-228.70-00	Deposit Refunds	200.00
				\$200.00
SANTA FE BUILDING MAINTENANCE	15869	111-6010-451.56-41	Contractual Srv - Other	55.00
	15871	111-6010-451.56-41	Contractual Srv - Other	200.00
				\$255.00
SMART & FINAL	124689	111-6020-451.61-35	Recreation Supplies	59.97
	128206	111-6020-451.61-35	Recreation Supplies	71.63
				\$131.60
SOUTH BAY REGIONAL PUBLIC SAFETY	217538	111-7010-421.59-20	Professional Develop Post	829.00
				\$829.00
STACY MEDICAL CENTER	3160-19875	111-7022-421.56-15	Prisoner Medical Services	930.00
				\$930.00
STANDARD INSURANCE COMPANY	04/01/2017	802-0000-217.50-70	Life, ADD, LT Disability	1,729.31
				\$1,729.31
STAPLES ADVANTAGE	1810300	111-6020-451.61-35	Recreation Supplies	125.50
	1778154	111-8020-431.43-10	Buildings - O S & M	23.01
				\$148.51
SUNSET VANS INC.	11791	219-0250-431.43-21	Metro Transit O S & M	175.00
				\$175.00
SUPERIOR COURT OF CALIFORNIA	FEB2017	111-3010-415.56-10	Parking Citation Surcharg	22,884.00
	JAN2017	111-3010-415.56-10	Parking Citation Surcharg	22,276.00
				\$45,160.00
SUSAN CRUM	76140621601022	111-0110-411.61-20	Dept Supplies & Expense	19.00
	12/21/2016	111-0210-413.61-20	Dept Supplies & Expense	20.00
	127881	111-0210-413.61-20	Dept Supplies & Expense	12.98
	355638	111-0210-413.61-20	Dept Supplies & Expense	93.49
	76140621601022	111-0210-413.61-20	Dept Supplies & Expense	3.00
				\$148.47
THE RACK DEPOT INC	17-0159	111-8022-419.43-10	Buildings - O S & M	676.64
				\$676.64

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-18-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TIFCO INDUSTRIES	71236259	741-8060-431.43-20	Fleet Maintenance	294.64
				\$294.64
TIME CLOCK SALES & SERVICE CO, INC	LM81579.1	111-7040-421.61-31	Dept Supplies Records	138.00
				\$138.00
TRI-TECH FORENSICS INC	143918	111-7022-421.61-27	Dept Supplies Jail	677.67
	143952	111-7040-421.61-33	Dept Supplies Prop Evidnc	771.97
				\$1,449.64
U.S. BANK	PPE 4/09/2017	802-0000-217.30-20	PARS	4,290.69
	PPE 4/09/2017	802-0000-218.10-05	PARS EMPLOYER	14,247.29
				\$18,537.98
U.S. HEALTH WORKS	3082499-CA	111-0230-413.56-41	Contractual Srvc - Other	944.00
	3086045-CA	111-0230-413.56-41	Contractual Srvc - Other	735.00
	3089597-CA	111-0230-413.56-41	Contractual Srvc - Other	262.00
				\$1,941.00
UNIVERSITY OF SOUTHERN CALIFORNIA	14451	681-8030-461.59-15	Professional Development	2,115.00
				\$2,115.00
VERONICA ACEVEDO	63118/63457	111-0000-347.20-00	Deposit Refunds	25.00
				\$25.00
WALTERS WHOLESALE ELECTRIC COMPANY	S107554450.001	111-8022-419.43-10	Buildings - O S & M	1,957.50
	S107556448.001	111-8023-451.43-10	Buildings - O S & M	1,177.11
				\$3,134.61
WATER REPLENISHMENT DISTRICT OF	2/28/2017	681-8030-461.41-00	Water Purchase	77,787.27
				\$77,787.27
WELLS FARGO	24055232J5SB32A	111-0210-413.59-15	Professional Development	79.21
	24427332HLYJQKV	111-0210-413.59-15	Professional Development	54.98
	24427332HLYJQKX	111-0210-413.59-15	Professional Development	18.31
	24692162900ROWT	111-0210-413.61-20	Dept Supplies & Expense	27.77
	24692162B007418	111-0210-413.61-20	Dept Supplies & Expense	67.69
	24692162Q00HKG1	111-0210-413.61-20	Dept Supplies & Expense	7.40
				\$255.36
WELLS FARGO BANK-FIT	PPE 4/09/2017	802-0000-217.20-10	Federal W/Holding	65,035.77
				\$65,035.77
WELLS FARGO BANK-MEDICARE	PPE 4/09/2017	802-0000-217.10-10	Medicare	7,651.90
				\$7,651.90
WELLS FARGO BANK-SIT	PPE 4/09/2017	802-0000-217.20-20	State W/Holding	20,209.08
				\$20,209.08
WEST GOVERNMENT SERVICES	835726610	111-7030-421.56-41	Contractual Srvc - Other	624.00
				\$624.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-18-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WESTERN EXTERMINATOR COMPANY	4926112	111-8020-431.56-41	Contractual Srvc - Other	64.50
	4926112	111-8022-419.56-41	Contractual Srvc - Other	47.00
	4926112	111-8023-451.56-41	Contractual Srvc - Other	88.50
	4926112	111-8024-421.56-41	Contractual Srvc - Other	48.00
				\$248.00
XEROX CORPORATION	088454998	111-7030-421.44-10	Rent (Incl Equip Rental)	407.27
	088688857	111-7030-421.44-10	Rent (Incl Equip Rental)	291.44
				\$698.71
YASMIN CRUZ	62254/63128	111-6060-466.33-20	Contractual Srv Class	486.40
	62313/63233	111-6060-466.33-20	Contractual Srv Class	334.40
	62713/63115	111-6060-466.33-20	Contractual Srv Class	91.20
	62757/62948	111-6060-466.33-20	Contractual Srv Class	304.00
				\$1,216.00
				\$923,286.74



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 18, 2017

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING FINAL PARCEL MAP NO. 74448 FOR PROPERTY LOCATED AT 1900 SLAUSON AVENUE (ALTAMED HEALTH SERVICES)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2017-08, approving Final Parcel Map No. 74448 for the consolidation of five (5) parcels into one (1) at the southeast corner of Slauson Avenue and Alameda Street.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 6, 2015, the Huntington Park City Council approved a request for a Zoning Ordinance Amendment, Conditional Use Permit, and a Parcel Merger to operate a medical facility and expand an existing building at 1900 Slauson Avenue. At this time, the project Applicant, Camfield Partners, is requesting City Council approval of Final Parcel Map No. 74448 to consolidate five parcels into one parcel. The subject site is home to the newly constructed AltaMed medical facility.

FISCAL IMPACT/FINANCING

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Subdivision Map Act and Huntington Park Municipal Code (HPMC) Sections 10-3.104 and 10-5.107, all final maps shall be approved by the City Council.

RESOLUTION APPROVING FINAL PARCEL MAP NO. 74448 FOR PROPERTY LOCATED AT 1900 SLAUSON AVENUE (ALTAMED HEALTH SERVICES)

April 18, 2017

Page 2 of 2

The minimum lot area in the Industrial/Manufacturing Planned Development (MPD) Zone is 5,000 square feet. The Final Parcel Map for 1900 Slauson Avenue consolidates five parcels into one parcel totaling approximately 130,599 square feet. As proposed, the Final Parcel Map complies with the City's Zoning Code and is consistent with the General Plan. In addition, the City's Engineering Division has reviewed the Final Parcel Map for consistency with the Subdivision Map Act. The Applicant therefore requests City Council approval of the Final Parcel Map so that it may be transmitted to the Los Angeles County Recorder.

CONCLUSION

Community Development Department Staff recommends that the City Council adopt the proposed resolution approving Final Parcel Map No. 74448 for the consolidation of parcels located at 1900 Slauson Avenue.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. Resolution No. 2017-08, approving Final Parcel Map No. 74448 for the consolidation of five (5) parcels into one (1) at the southeast corner of Slauson Avenue and Alameda Street.
- B. Final Parcel Map No. 74448

ATTACHMENT "A"

ATTACHMENT "B"

PARCEL MAP NO. 74448

IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR PARCEL MERGER PURPOSES



LEGEND:

- INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP
- FOUND MONUMENT AS NOTED
- () RECORD DATA PER R/S 47-10
- [] RECORD DATA PER MR 28-18

MONUMENT NOTES:

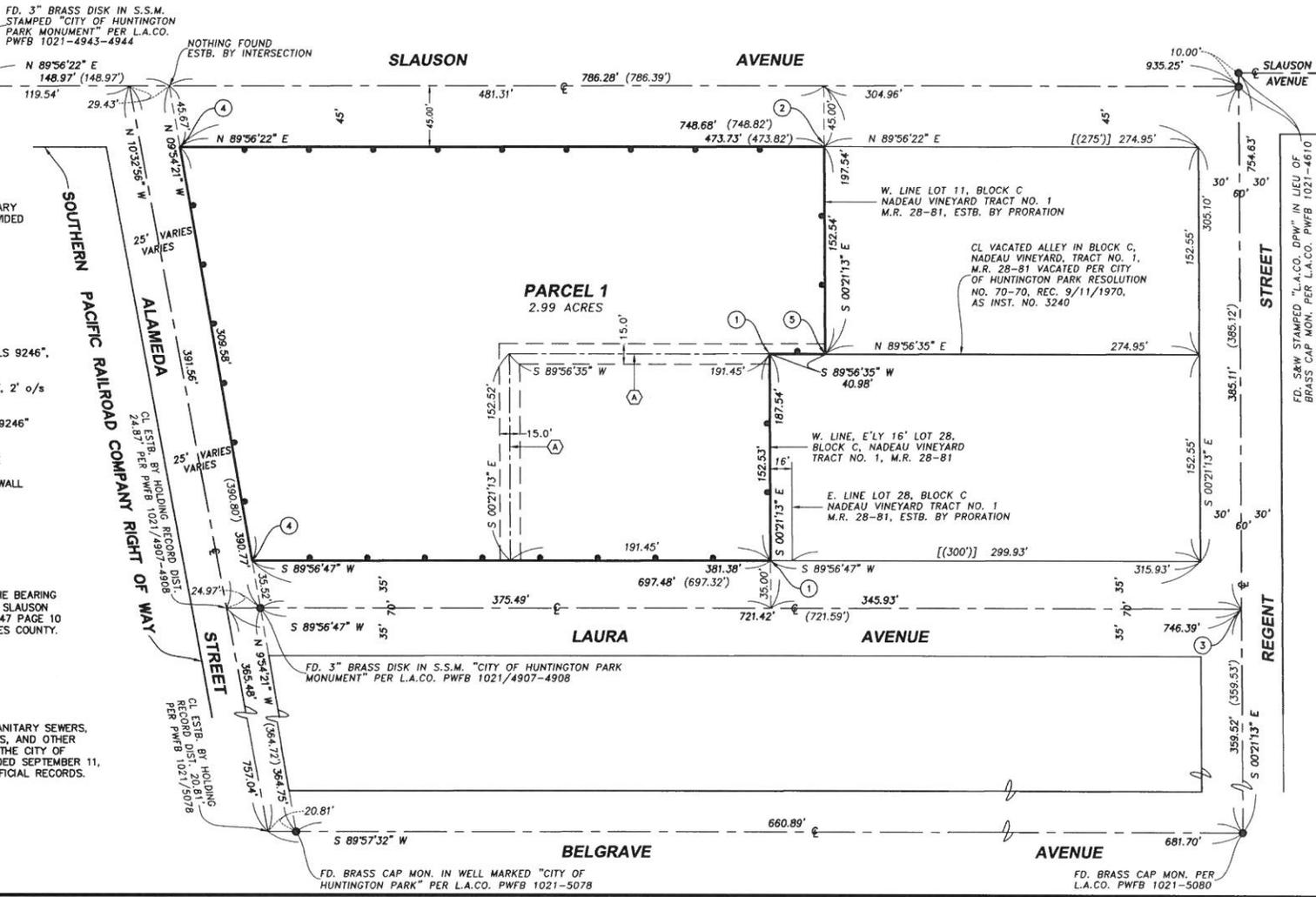
- ① SET 2" I.P. WITH CONC. PLUG AND TAG "PLS 9246", FLUSH
- ② SET L&T TAGGED "PLS 9246" IN CONCRETE, 2' o/s ON PL PROD.
- ③ NOTHING FOUND, SET S&W STAMPED "PLS 9246" ESTB. PER L.A.CO. PWFB 1021/4612
- ④ SET L&T TAGGED "PLS 9246" IN CONCRETE
- ⑤ SET L&T TAGGED "PLS 9246" ON TOP OF WALL

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 89° 56' 22" EAST OF THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON MAP RECORDED IN BOOK 47 PAGE 10 OF RECORD OF SURVEY, RECORDS OF LOS ANGELES COUNTY.

EASEMENT NOTES:

- Ⓐ CENTERLINE OF 15' WIDE EASEMENT FOR SANITARY SEWERS, STORM DRAINS, PIPELINES, POLES, CONDUITS, AND OTHER APPURTENANT STRUCTURES PURPOSES OF THE CITY OF HUNTINGTON PARK, PER DOCUMENT RECORDED SEPTEMBER 11, 1970 AS INSTRUMENT NO. 3240, OF OFFICIAL RECORDS.



PARCEL MAP NO. 74448

IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR PARCEL MERGER PURPOSES

LOTS 12 THROUGH 27, INCLUSIVE, A PORTION OF LOT 28; ALL IN BLOCK "C" OF THE
NADEAU VINEYARD TRACT NO. 1, AS PER MAP RECORDED IN BOOK 28, PAGE 81 OF MISCELLANEOUS RECORDS;
TOGETHER WITH BLOCK 24, A LOT MARKED "RESERVED FOR WAREHOUSE", A PORTION OF A RAILROAD RIGHT OF WAY, AND THAT PORTION OF LAND
LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF BLOCK 24 AND NORTHWESTERLY OF THE NORTHWESTERLY LINE OF RAILROAD RIGHT OF WAY,
AND TOGETHER WITH THOSE PORTIONS OF THE ALLEY AS VACATED BY RESOLUTION NO. 70-70, OF THE CITY OF HUNTINGTON PARK,
A CERTIFIED COPY OF WHICH WAS RECORDED ON SEPTEMBER 11, 1970 AS INSTRUMENT NO. 3240, OF OFFICIAL RECORDS,
ALL AS SHOWN ON SAID NADEAU VINEYARD TRACT NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

ALTMED HEALTH SERVICES CORPORATION, A CALIFORNIA NON-PROFIT CORPORATION, OWNER

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS MASTER TRUSTEE UNDER THAT CERTAIN MASTER TRUST INDENTURE DATED AS OF OCTOBER 1, 2015, BENEFICIARY UNDER A CERTAIN DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, DATED SEPTEMBER 28, 2015, AND RECORDED OCTOBER 2, 2015 AS INSTRUMENT NO. 20151223407, OF OFFICIAL RECORDS

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) SS
ON _____ BEFORE ME, _____ A NOTARY PUBLIC,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: _____ NAME: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

SIGNATURE _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) SS
ON _____ BEFORE ME, _____ A NOTARY PUBLIC,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: _____ NAME: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

SIGNATURE _____

SIGNATURE OMISSIONS:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A)(I-VIII) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST CANNOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

CITY OF HUNTINGTON PARK, HOLDER OF AN EASEMENT FOR POLES, CONDUITS, AND OTHER APPURTENANT STRUCTURES RECORDED SEPTEMBER 11, 1970 AS INSTRUMENT NO. 3240, OFFICIAL RECORDS.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DEPUTY _____ DATE: _____

SURVEYOR'S CERTIFICATE:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALTMED HEALTH SERVICES CORPORATION IN JULY 2016. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

DATE _____ MARITES A. DIZON
P.L.S. NO. 9246



CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL SUBDIVISION ORDINANCES OF THE CITY OF HUNTINGTON PARK HAVE BEEN COMPLIED WITH; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66450(a)(1), (3) AND (4) HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE _____ DAVID D. RAGLAND
LS 5173 ON BEHALF OF
THE CITY ENGINEER
CITY OF HUNTINGTON PARK

SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF HUNTINGTON PARK, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE _____ CITY TREASURER
CITY OF HUNTINGTON PARK

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 74448 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DEPUTY _____ DATE: _____



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 18, 2017

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING FINAL PARCEL MAP NO. 73782 FOR PROPERTY LOCATED AT 6901 ALAMEDA STREET (PUBLIC STORAGE)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2017-09, approving Final Parcel Map No. 73782 for the subdivision of one (1) parcel, 6901 Alameda Street, into two (2) parcels.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 2, 2016, the Huntington Park City Council approved a request for an ordinance amending the Land Use Element of the City's General Plan; a Zoning Ordinance Amendment relating to property development standards; a Conditional Use Permit to establish a self-storage facility; a Development Permit for the construction of two warehouse buildings totaling 245,000 square feet; a Tentative Parcel Map to divide one parcel into two; and the adoption of a Mitigated Negative Declaration under the California Environmental Quality Act for property located at 6901 Alameda Street within the Manufacturing Planned Development (MPD) Zone. At this time, the project Applicant, Camfield Partners, is requesting City Council approval of Final Parcel Map No. 73782 to subdivide one parcel into two parcels.

FISCAL IMPACT/FINANCING

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

RESOLUTION APPROVING FINAL PARCEL MAP NO. 73782 FOR PROPERTY LOCATED AT 6901 ALAMEDA STREET (PUBLIC STORAGE)

April 18, 2017

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Subdivision Map Act and Huntington Park Municipal Code (HPMC) Sections 10-3.104 and 10-5.107, all final maps shall be approved by the City Council.

The minimum lot area in the Industrial/Manufacturing Planned Development (MPD) Zone is 5,000 square feet. Final Parcel Map No. 73782 will subdivide the existing 193,205 square foot parcel into two parcels totaling 90,675 square feet and 102,530 square feet. As proposed, the Final Parcel Map complies with the City's Zoning Code and is consistent with the General Plan. In addition, the City's Engineering Division has reviewed the Final Parcel Map for consistency with the Subdivision Map Act. The Applicant therefore requests City Council approval of the Final Parcel Map so that it may be transmitted to the Los Angeles County Recorder.

CONCLUSION

Community Development Department Staff recommends that the City Council adopt the proposed resolution approving Final Parcel Map No. 73782 for the subdivision of property located at 6901 Alameda Street.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. Resolution No. 2017-09, approving Final Parcel Map No. 73782 for the subdivision of one (1) parcel, 6901 Alameda Street, into two (2) parcels.
- B. Final Parcel Map No. 73782

ATTACHMENT "A"

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PASSED, APPROVED AND ADOPTED by the City of Huntington Park this 18th day of April 2017.

Marilyn Sanabria, Mayor

ATTEST:

Donna Schwartz, City Clerk

ATTACHMENT "B"

2 NUMBERED PARCELS
4.672 ACRES GROSS
4.434 ACRES NET

SHEET 1 OF 4 SHEETS

PARCEL MAP NO. 73782

IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THAT PARCEL OF LAND SHOWN AS "21.598
ACRES" ON A RECORD OF SURVEY FILED IN BOOK 53, PAGE 12 OF RECORD OF
SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

PASCAL R. APOTHELOZ, LS 7734 - DRC ENGINEERING, INC.
DATE OF SURVEY: JUNE 24, 2015

SUBDIVIDER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE SUBDIVIDERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

6901 S. ALAMEDA STREET, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME: KENNETH W. JACKSON

PRINT TITLE: MEMBER

BENEFICIARY STATEMENT

BBCN BANK, BENEFICIARY UNDER DEED OF TRUST RECORDED APRIL 24, 2014 AS INSTRUMENT NO. 20140423279, OF OFFICIAL RECORDS.

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

LOS ANGELES COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 73782 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DATE _____
DEPUTY

SPECIAL ASSESSMENT STATEMENT

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF HUNTINGTON PARK TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE _____ CITY TREASURER, CITY OF HUNTINGTON PARK

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (A)(3)(A)(i)-(vi) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED AS THEIR INTEREST CANNOT RIPEN INTO A FEE:

SOUTH SIDE IRRIGATION DISTRICT, HOLDER OF EASEMENTS FOR RIGHT-OF-WAY FOR WATER PIPE LINE AND INCIDENTAL PURPOSES BY DOCUMENTS RECORDED AUGUST 6, 1889 IN BOOK 493, PAGE 237 AND IN BOOK 580, PAGE 320, BOTH OF DEEDS.

COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC ROAD, HIGHWAY AND INCIDENTAL PURPOSES BY DOCUMENT RECORDED MARCH 7, 1933 IN BOOK 12013, PAGE 308, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDERS OF EASEMENTS FOR ELECTRIC LINES AND INCIDENTAL PURPOSES BY DOCUMENTS RECORDED NOVEMBER 6, 1961 IN BOOK D-1411, PAGE 752; RECORDED SEPTEMBER 25, 1963 IN BOOK D-2195, PAGE 440 AND IN BOOK D-2195, PAGE 441 AND RECORDED APRIL 2, 1964 IN BOOK D-2419, PAGE 11.

HUNTINGTON PARK REDEVELOPMENT AGENCY, A BODY POLITIC, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES BY DOCUMENT RECORDED JUNE 7, 1982 AS INSTRUMENT NO. 82-576468, OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PUBLIC STORAGE IN SEPTEMBER, 2015. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE (OR WILL BE IN PLACE) WITHIN TWELVE MONTHS FROM THE FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PASCAL R. APOTHELOZ, PLS 7734 DATE _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF HUNTINGTON PARK APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DAVID B. RAGLAND ON BEHALF OF DATE _____
THE CITY ENGINEER OF HUNTINGTON PARK
L.S. 5173

PLANNING COMMISSION CERTIFICATE

THIS IS TO CERTIFY THAT THE MAP OF PARCEL MAP NO. 73782 WAS APPROVED AT THE MEETING OF THE CITY PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK HELD ON THE _____ DAY OF _____ 20____.

DATE _____

CITY CLERK - CITY OF HUNTINGTON PARK

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK BY ACTION THIS _____ DAY OF _____ 20____, APPROVED THIS MAP OF PARCEL MAP NO. 73782.

DATE _____

CITY CLERK - CITY OF HUNTINGTON PARK

NOTE

THIS IS APPROVED AS A MINOR LAND DIVISION FOR 2 PARCELS.

SOILS REPORT NOTE

A PRELIMINARY SOILS REPORT WAS PREPARED FOR THIS SUBDIVISION BY SLADDEN ENGINEERING ON JANUARY 10, 2014.

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS

PARCEL MAP NO. 73782

IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

PASCAL R. APOTHELOZ, LS 7734 - DRC ENGINEERING, INC.
DATE OF SURVEY: JUNE 24, 2015

NOTARY ACKNOWLEDGMENT

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

STATE OF _____)

COUNTY OF _____)

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY

MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

(NAME PRINTED)

NOTARY ACKNOWLEDGMENT

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

STATE OF _____)

COUNTY OF _____)

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
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WITNESS MY HAND:

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY

MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

(NAME PRINTED)

NOTARY ACKNOWLEDGMENT

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

STATE OF _____)

COUNTY OF _____)

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY

MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

(NAME PRINTED)

1" = 50'
 2 NUMBERED PARCELS
 4.672 ACRES GROSS
 4.434 ACRES NET

SHEET 3 OF 4 SHEETS

PARCEL MAP NO. 73782

IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES,
 STATE OF CALIFORNIA

PASCAL R. APOTHELOZ, LS 7734 - DRC ENGINEERING, INC.
 DATE OF SURVEY: JUNE 24, 2015

BOUNDARY ESTABLISHMENT

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF ALAMEDA STREET AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 53, PAGE 12 OF RECORDS OF SURVEYS, RECORDS OF LOS ANGELES COUNTY, BEING SOUTH 10°24'00" EAST.

INDEX

1) SEE SHEET 4 FOR EASEMENT NOTES, EASEMENT DETAIL, REFERENCES, & LINE TABLE

MONUMENT LEGEND

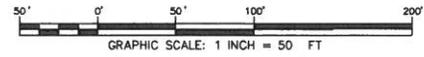
- INDICATES FOUND MONUMENT AS NOTED BELOW
- INDICATES 1" I.P. (INTERIOR DIAMETER) WITH TAG STAMPED "LS 7734" TO BE SET IN DIRT; LEAD, TACK, AND TAG STAMPED "LS 7734" TO BE SET IN CONCRETE; OR SPIKE AND WASHER STAMPED "LS 7734" TO BE SET IN ASPHALT.

MONUMENT AND ESTABLISHMENT NOTES

- ① FOUND LA COUNTY ROAD DEPARTMENT WELL MONUMENT PER R2.
- ② FOUND SPIKE AND WASHER FLUSH, NO. ILLEGIBLE, ACCEPTED AS CENTERLINE OF 69TH STREET TO THE WEST PER R1.
- ③ FOUND SPIKE AND WASHER, ILLEGIBLE, FLUSH, HELD CENTERLINE 0.08' WEST OF MONUMENT PER P.W.F.B 1021/5448.
- ④ SEARCHED, FOUND NOTHING, ESTABLISHED BY INTERSECTION.
- ⑤ FOUND LEAD, TACK AND TAG STAMPED RCE 28918 - NO REFERENCE, ACCEPTED AS SOUTHWEST CORNER OF PARCEL 7 PER R2.
- ⑥ FOUND LEAD, TACK AND TAG STAMPED LS 2687 - NO REFERENCE, MONUMENT IS NORTH 86°02'04" EAST, 1.41' FROM ESTABLISHED CORNER.
- ⑦ FOUND SPIKE AND WASHER STAMPED LS 6422 FLUSH PER P.W.F.B 1021/4930.

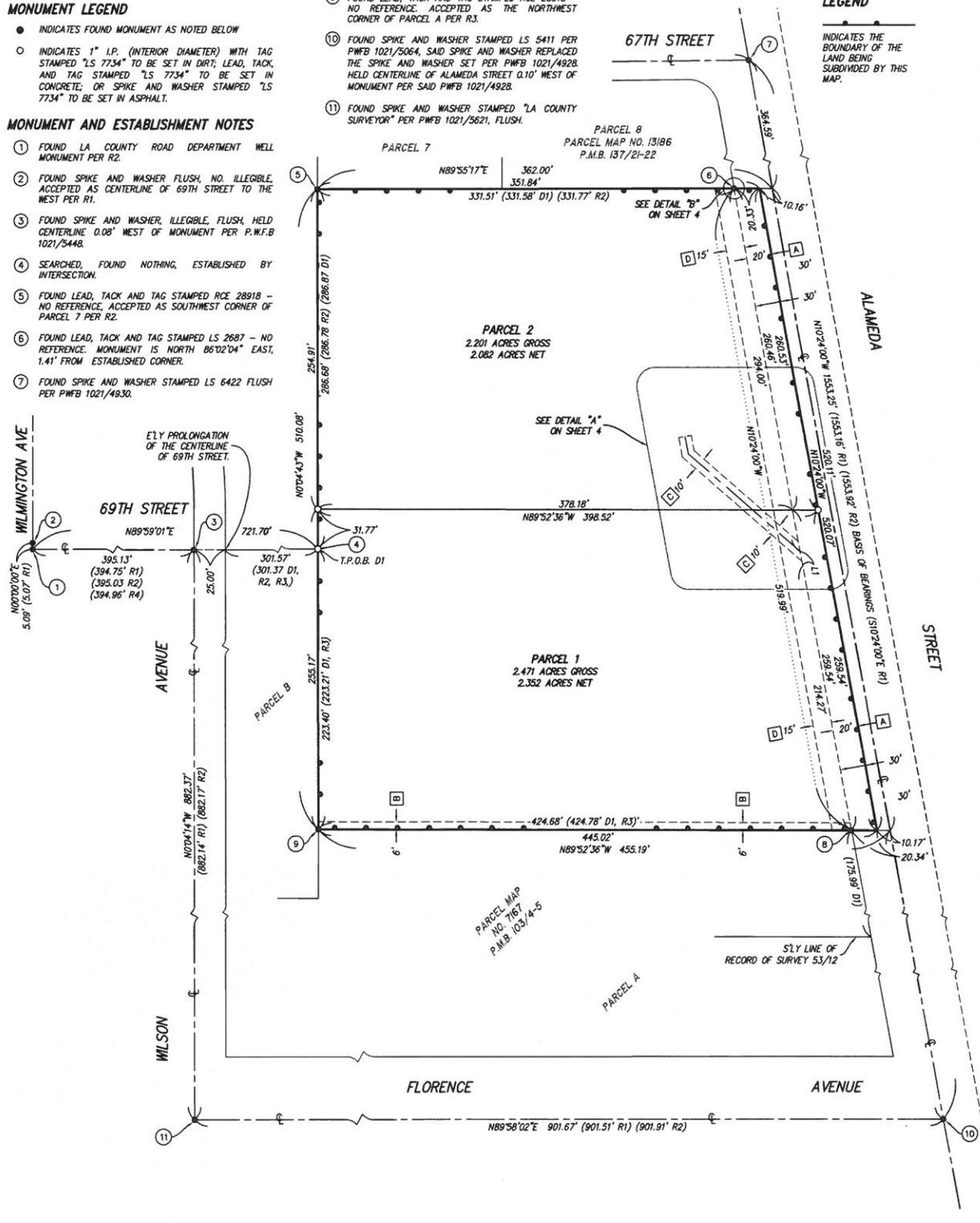
MONUMENT AND ESTABLISHMENT NOTES (CONT.)

- ⑧ FOUND 2" I.P. NO TAG, NO REFERENCE, DOWN 0.1'. ACCEPTED AS THE SOUTHEAST CORNER OF PARCEL 1 OF D1. SET TAG STAMPED "LS 7734".
- ⑨ FOUND LEAD, TACK AND TAG STAMPED RCE 28918 - NO REFERENCE, ACCEPTED AS THE NORTHWEST CORNER OF PARCEL A PER R3.
- ⑩ FOUND SPIKE AND WASHER STAMPED LS 5411 PER P.W.F.B 1021/5004, SAID SPIKE AND WASHER REPLACED THE SPIKE AND WASHER SET PER P.W.F.B 1021/4928. HELD CENTERLINE OF ALAMEDA STREET 0.10' WEST OF MONUMENT PER SAID P.W.F.B 1021/4928.
- ⑪ FOUND SPIKE AND WASHER STAMPED "LA COUNTY SURVEYOR" PER P.W.F.B 1021/5621, FLUSH.



LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



PARCEL MAP NO. 73782

IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

PASCAL R. APOTHELOZ, LS 7734 — DRC ENGINEERING, INC.
DATE OF SURVEY: JUNE 24, 2015



EASEMENT DETAIL, REFERENCES & LINE TABLE

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBMITTED BY THIS MAP.

INDEX

1) SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT, MONUMENT AND ESTABLISHMENT NOTES AND MONUMENT LEGEND

EASEMENT NOTES

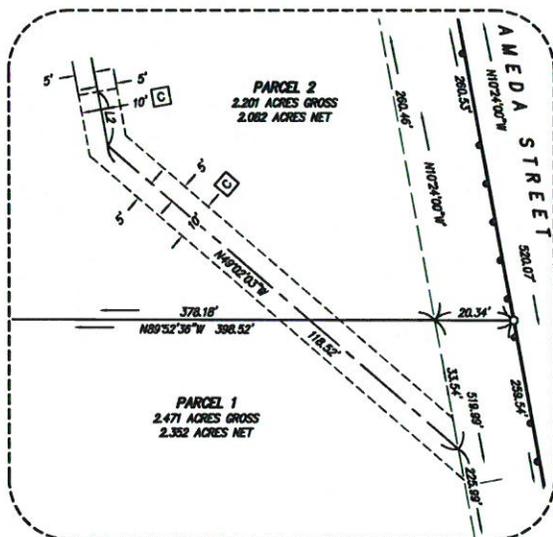
- A** AN EASEMENT IN FAVOR OF THE COUNTY OF LOS ANGELES FOR PUBLIC ROAD AND HIGHWAY PURPOSES RECORDED IN BOOK 12013, PAGE 308, OF OFFICIAL RECORDS.
- B** AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR PUBLIC UTILITIES RECORDED IN BOOK D1411, PAGE 752, OF OFFICIAL RECORDS.
- C** AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR ELECTRIC LINES AND INCIDENTAL PURPOSES RECORDED IN BOOK D2195, PAGE 441, OF OFFICIAL RECORDS.
- D** AN EASEMENT IN FAVOR OF THE CITY OF HUNTINGTON PARK FOR PUBLIC UTILITY PURPOSES RECORDED JUNE 7, 1982 AS INSTRUMENT NO. 82-576468, OF OFFICIAL RECORDS.
- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR THE SUPPORT OF A POLE AND APPURTENANT ELECTRICAL FACILITIES RECORDED SEPTEMBER 25, 1963 IN BOOK D2195, PAGE 440, OF OFFICIAL RECORDS. (NOT PLOTTABLE)
- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR ELECTRIC LINES AND INCIDENTAL PURPOSES RECORDED IN BOOK D2419, PAGE 11, OF OFFICIAL RECORDS. (NOT PLOTTABLE FROM RECORD)
- AN EASEMENT IN FAVOR OF SOUTH SIDE IRRIGATION COMPANY FOR RIGHT OF WAY FOR PIPELINE FOR WATER RECORDED IN BOOK 493, PAGE 237, OF DEEDS. (BLANKET IN NATURE — NOT PLOTTED HEREON)
- AN EASEMENT IN FAVOR OF SOUTH SIDE IRRIGATION COMPANY FOR RIGHT OF WAY FOR PIPELINE FOR WATER RECORDED AUGUST 6, 1889 IN BOOK 580, PAGE 320, OF DEEDS. (BLANKET IN NATURE — NOT PLOTTED HEREON)

REFERENCES

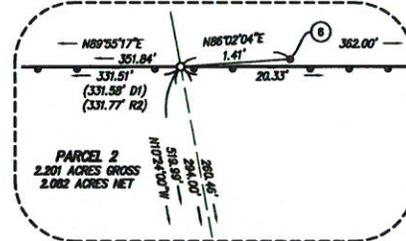
- D1 INDICATES DATA PER GRANT DEED RECORDED APRIL 15, 2014 AS INSTRUMENT NO. 20140423278
- R1 INDICATES RECORD DATA PER R.S.B. 53/12
- R2 INDICATES RECORD DATA PER PARCEL MAP NO. 13186, P.M.B. 137/21-22
- R3 INDICATES RECORD DATA PER PARCEL MAP NO. 7167, P.M.B. 103/4-5
- R4 INDICATES RECORD DATA PER PWF# 1021/5448
- M&R INDICATES MEASURE DATA AND RECORD DATA ARE THE SAME
- CFR INDICATES CALCULATED FROM RECORD
- (...) INDICATES RECORD DATA AS INDICATED

LINE TABLE		
LINE	BEARING	LENGTH
L1	N10°24'00"W	11.72'
L2	N10°24'00"W	14.00'

DETAIL A — EASEMENT "C"
SCALE: 1" = 20'



DETAIL B
SCALE: 1" = 20'





CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 18, 2017

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:

CONSIDERATION AND APPROVAL OF A PUBLIC CONVENIENCE AND NECESSITY LETTER FOR A PROPOSED CONVENIENCE STORE WITH OFF-SALE OF BEER AND WINE AT PROPERTY LOCATED AT 2319 RANDOLPH STREET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider the approval of a Public Convenience and Necessity letter request from Corona Construction to allow an additional alcohol license (Type 20) within the census tract of where the subject property is located.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 29, 2017 the Huntington Park Planning Commission conditionally approved Case No. 2016-16 DP/CUP to establish a new convenience store with the off-sale of beer and wine (Type 20 license) at 2319 Randolph Street, in the Commercial General zone. During the project review process, the Department of Alcoholic Beverage Control (ABC) determined that a letter of Public Convenience and Necessity (PCN) issued by the City is required due to an existing undue concentration of alcohol licenses (Type 20) within the census tract where the subject site is located. A maximum of two (Type 20) licenses are allowed within the census tract. There are two existing licenses within the census tract. An additional license will exceed the maximum limit. Therefore, the PCN letter is required by ABC.

The project was approved by the Planning Commission with a condition of approval requiring that the applicant obtain a PCN letter in order to comply with ABC requirements.

FISCAL IMPACT/FINANCING

It was determined that the City will not incur any costs associated to the issuance of a PCN letter. The applicant is responsible for the costs and fees from outside agencies.

CONSIDERATION AND APPROVAL OF A PUBLIC CONVENIENCE AND NECESSITY LETTER FOR A PROPOSED CONVENIENCE STORE WITH OFF-SALE OF BEER AND WINE AT PROPERTY LOCATED AT 2319 RANDOLPH STREET.

April 18, 2017

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Per ABC requirements, a PCN letter issued by the City is required in order to allow an additional Type 20 license within the census tract where the project site is located. The request to issue a PCN letter requires City Council approval. In order to issue a PCN letter, the City Council must determine that the issuance of an alcohol (Type 20) license is a necessity or will serve public convenience at the subject location. A public convenience would be provided in that the sales of prepackaged alcohol for off-site consumption will be an ancillary use to the proposed convenience store. The proposed use shall not be a detriment to the surrounding neighborhood and public.

CONCLUSION

If the City Council approves the applicant's request to issue a PCN letter, the Department of ABC will allow an additional Type 20 license within the census tract of the subject site and the proposed convenience store will be allowed to sell beer and wine.

If the City Council denies the applicant's request to issue a PCN letter, the Department of ABC will not allow an additional Type 20 license within the census tract of the subject site and the proposed convenience store will not be allowed to sell beer and wine. As a result, the applicant will have the option to establish a new convenience store without the sales of alcohol or not establish a convenience store at the subject site.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. Draft Public Convenience and Necessity Letter
- B. Resolution of PC Case No. 2016-16 DP/CUP

ATTACHMENT "A"



April 20, 2017

Department of Alcoholic Beverage Control
Los Angeles/ Metro Office
888 S Figueroa Street, Suite 320
Los Angeles, CA 90017

RE: Public Convenience and Necessity letter for Type 20 Liquor License at 2319 Randolph Street, Huntington Park, CA 90255.

To Whom It May Concern:

On April 18, 2017, the City Council of the City of Huntington Park determined that the issuance of a Type 20 (beer and wine) liquor license will serve public convenience and necessity on property located at 2319 Randolph Street, Huntington Park, CA 90255. A public convenience would be provided in that the sales of prepackaged alcohol for off-site consumption will be an ancillary use to the proposed convenience store. The proposed use shall not be a detriment to the surrounding neighborhood and public.

The applicant, Leonardo Corona of Corona Construction, has applied for a Conditional Use Permit (CUP) with the City of Huntington Park for the sales of alcohol. The CUP application was conditionally approved by the City's Planning Commission on March 29, 2017. Attached is a copy of the Resolution for your records.

If you have any questions, please contact the case Planner, Rodrigo Pelayo, at (323) 584-6282.

Sincerely,

Edgar P. Cisneros
City Manager

Enclosure: PC Resolution No. 2016-16

Cc: Corona Construction
Case file

ATTACHMENT "B"

1 **HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS**
2 **FOLLOWS:**

3 **SECTION 1:** Based on the evidence in the Environmental Assessment Questionnaire,
4 the Planning Commission adopts the findings in said Questionnaire and determines that the
5 project, as proposed, will have no significant adverse effect on the environment and adopts
6 an Environmental Categorical Exemption (CEQA Guidelines, Article 19, Section 15301,
7 Existing Facilities.

8 **SECTION 2.** The Planning Commission hereby makes the following findings in
9 connection with the proposed Development Permit:

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

13 **Finding:** The subject zoning district, CG, is intended to provide for general retail,
14 professional office, and service-oriented business activities serving a community-
15 wide need under design standards that ensure compatibility and harmony with
16 adjoining land uses. Per Section 9-4.202 of the HPMC, the proposed convenience
17 store use is permitted within the subject zoning district. In addition, the proposed
18 development complies with convenience store development standards and all
19 Commercial Zone Standards of Section 9-4.203 of the HPMC.

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

21 **Finding:** The General Plan Land Use designation of the subject site is General
22 Commercial. Permitted uses in this designation include a wide range of
23 neighborhood and general retail and service establishments, such as stores and
24 repair shops, to accommodate the surrounding community.

25 Goal 3.0 of the General Plan is to provide for the revitalization of deteriorating
26 land uses and properties. The proposed development is consistent with Goal 3.0
27 because it would revitalize a vacant building with the development of a new
28 convenience store. As a result, the appearance of the site and adjacent right-of-

1 ways will be improved to provide a new service to the local community.

2 In addition, the proposed development is consistent with Policy 3.2 of the
3 General Plan because it is in compliance with all current Zoning Code requirements.
4 Correspondingly, the project promotes vigorous enforcement of City codes,
5 including building, zoning, health and safety, to promote maintenance.

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

9 **Finding:** It is anticipated that the existing and future development of the zoning
10 district continue as commercial. The surrounding properties within the vicinity are
11 built for commercial uses. The proposed development will be similar and compatible
12 with existing surrounding uses, therefore, will not adversely impact the subject site
13 or surrounding area. The proposed use would not be of greater intensity than the
14 existing surrounding uses.

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

18 **Finding:** The proposed tenant improvements will not increase the area or footprint
19 of the existing vacant building. Therefore, it is exempt per CEQA's Categorical
20 Exemption, Section 15301, Existing Facilities.

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

23 **Finding:** The subject site is surrounded by other similar commercial uses.
24 Neighboring properties along Santa Fe Avenue include a commercial shopping
25 center with restaurants, offices, and other service-oriented uses. The proposed
26 development meets all of the minimum development standards as set forth in the
27 HPMC Sections 9-4.202 and 9-4.203. Thereby, the subject site is suitable for the
28 proposed project.

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

4 **Finding:** Vehicular and pedestrian access to the site would be provided from Santa
5 Fe Avenue and Randolph Street. The project proposes to connect with existing
6 infrastructure and public utilities. The surrounding area is already completely
7 developed with public access, water, sanitation, and other public utilities. The
8 proposed tenant improvements will not impede the accessibility to public access,
9 water, sanitation, or other public utilities and services. It is expected that the
10 proposed development will not be detrimental to public health, safety and general
11 welfare.

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

15 **Finding:** The subject site is located along Santa Fe Avenue, which serves as one
16 of the commercial land use corridors of the City. The site is suitable for commercial
17 uses given that most of the surrounding uses are commercial and the properties
18 are zoned for commercial uses as well. The proposed project design would
19 enhance the appearance of the neighboring area and provide new services for the
20 local and neighboring communities. The subject site will have sufficient off-street
21 parking for the proposed use. Therefore, it is expected that the proposed
22 development will not be detrimental to the public health, safety, or welfare of the
23 City.

24 **SECTION 3:** The Planning Commission hereby makes the following findings in
25 connection with the proposed Conditional Use Permit:

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

1 **Finding:** The proposed convenience store with off-sales of beer and wine is
2 conditionally permitted within the subject zoning district. The subject zoning district,
3 Commercial General (CG), is intended to provide for restaurants, general retail,
4 professional office, and service-oriented business activities serving a community-
5 wide need under design standards that ensure compatibility and harmony with
6 adjoining land uses. In addition the proposed project complies with the
7 requirements of the HPMC.

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

9 **Finding:** The proposed use is consistent with Goal 1.0; Policy 1.2 of the Land Use
10 Element of the General Plan by encouraging community-oriented retail in
11 Huntington Park. The proposed convenience store will provide additional retail
12 services by offering a variety of products including snacks, beverages, dry and fresh
13 foods on a 24-hour basis for the convenience of the community and in which the
14 Huntington Park residents may benefit from.

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

18 **Finding:** The proposed tenant improvements will not increase the area or footprint
19 of the existing vacant building. Therefore, it is exempt per CEQA's Categorical
20 Exemption, Section 15301, Existing Facilities.

21 **4. The design, location, size and operating characteristics of the proposed use**
22 **are compatible with the existing and planned future land uses within the**
23 **general area in which the proposed use is to be located and will not create**
24 **significant noise, traffic or other conditions or situations that may be**
25 **objectionable or detrimental to other permitted uses operating nearby or**
26 **adverse to the public interest, health, safety, convenience or welfare of the**
27 **City.**

28 **Finding:** The proposed project is located on a lot that measures approximately

1 14,570 square feet. The design, location, size, and operating characteristics of the
2 proposed convenience store with alcohol sales is not expected to be detrimental to
3 the public health, safety and welfare of the City. The proposed project will be
4 harmonious and compatible with the existing commercial and service uses
5 presently located within the vicinity and zoning district. Additionally, the site has
6 adequate vehicle circulation and access.

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

9 **Finding:** The proposed project is located on a lot that measures approximately
10 14,570 square feet and has the physical capacity for the required off-street parking
11 spaces and adequate access and circulation. Therefore, the subject site is
12 physically suitable for the type and density/intensity of the use being proposed.

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

16 **Finding:** Vehicular and pedestrian access to the site would be provided through
17 Santa Fe Avenue and Randolph Street. The proposed request for off-sale of beer
18 and wine will not intensify public access, water, sanitation, and public utilities and
19 services. The surrounding area is already completely developed with public access,
20 water, sanitation, and other public utilities. The new development will not impede
21 the accessibility to public access, water, sanitation, or other public utilities and
22 services. It is expected that the proposed use will not be detrimental to public health,
23 safety and general welfare.

24 **SECTION 4:** The Planning Commission hereby approves Resolution No. 2016-16
25 DP/CUP, subject to the execution and fulfillment of the following conditions:

26 **Planning Division**

- 27 1. That the property owner and applicant shall indemnify, protect, hold harmless and
28 defend the City and any agency or instrumentality thereof, its officers, employees
and agents from all claims, actions, or proceedings against the City to attack, set
aside, void, annul, or seek damages arising out of an approval of the City, or any

1 agency or commission thereof, concerning this project. City shall promptly notify
2 both the property owner and applicant of any claim, action, or proceeding to which
3 this condition is applicable. The City shall cooperate in the defense of the action,
4 while reserving its right to act as it deems to be in the best interest of the City and
5 the public. The property owner and applicant shall defend, indemnify and hold
6 harmless the City for all costs and fees incurred in additional investigation or study,
7 or for supplementing or revising any document, including, without limitation,
8 environmental documents. If the City's legal counsel is required to enforce any
9 condition of approval, the applicant shall pay for all costs of enforcement, including
10 legal fees.

- 11 2. Except as set forth in subsequent conditions, all-inclusive, and subject to
12 department corrections and conditions, the property shall be developed
13 substantially in accordance with the applications, environmental assessment, and
14 plans submitted.
- 15 3. That all architectural detailing, including building materials, lighting, colors, façade
16 improvements, finishes and other details be consistent with the submitted plans as
17 approved by the Planning Division.
- 18 4. That the proposed project shall comply with all applicable codes, laws, rules, and
19 regulations, including Health, Building and Safety, Fire, Sign, Zoning, and Business
20 License Regulations of the City of Huntington Park.
- 21 5. That the use be conducted, and the property be maintained, in a clean, neat, quiet,
22 and orderly manner at all times and comply with the property maintenance
23 standards as set forth in Title 8, Chapter 9, and Section 9-3.103.18 of the
24 Huntington Park Municipal Code.
- 25 6. That any violation of the conditions of this entitlement may result in the revocation
26 of the entitlement.
- 27 7. That the applicant be required to apply for a new entitlement if any alteration,
28 modification, or expansion would increase the existing floor area of the
establishment.
8. That this entitlement expire in the event it is not exercised within one (1) year from
the date of approval, unless an extension has been granted by the Planning
Commission.
9. All proposed signage shall be reviewed and approved by the Planning Division
under a separate permit. All proposed signage shall comply with the requirements
of the Huntington Park Municipal Code and/or Master Sign Program of the subject
site.
10. That all existing and/or proposed mechanical equipment and appurtenances,
including satellite dishes, gutters etc., whether located on the rooftop, ground level
or anywhere on the property shall be completely shielded/enclosed so as not to be
visible from any public street and/or adjacent properties. Such shielding/enclosure

1 of facilities shall be of compatible design related to the building structure for which
2 such facilities are intended to serve and shall be installed prior to issuance of the
3 Certificate of Occupancy.

4 11. That any proposed on-site utilities, including electrical and telephone, be installed
5 underground and be completely concealed from public view as required by the
6 Planning Division.

7 12. That an anti-graffiti finish, as approved by the Planning Division, shall be applied to
8 all exterior surfaces that are visible to the public and likely to attract graffiti prior to
9 the issuance of the Certificate of Occupancy.

10 13. That any existing and/or future graffiti as defined by Huntington Park Municipal
11 Code Section 5-27.02(d) shall be diligently removed within a reasonable time
12 period.

13 14. That prior to the issuance of the Certificate of Occupancy, the property owner shall
14 grant either by the covenants, conditions and restrictions for the subject property,
15 or by a separate covenant recorded against the subject property, the right of entry
16 for authorized City employees or agents for the purpose of removing or painting
17 over graffiti from structures on the subject property.

18 15. That the property comply with the City's Standards for Exterior Colors, Section 9-
19 3.103(3)(A) of the Huntington Park Municipal Code and obtain the Planning
20 Division's approval prior, to the issuance of the Certificate of Occupancy.

21 16. That no vending machines, including, but not limited to, water, movie/DVD/Blu Ray,
22 newspapers, candy, etc., shall be permitted on the exterior of the building.

23 17. No outside storage shall be permitted.

24 18. No payphones shall be allowed on the site.

25 19. Operation of business shall not take place until successfully obtaining a letter of
26 Public Convenience or Necessity issued by the City Council.

27 20. That the convenience store be operated as a franchise of Circle K.

28 21. All outdoor display shall be reviewed and approved by the Planning Division. An
outdoor uses application shall be submitted to the Planning Division along with a
completed application, submittal requirements, and all applicable fees shall be paid
at the time of submittal.

21. That the business be operated in compliance with the City of Huntington Park Noise
Ordinance.

23. That all required on-site parking and loading spaces comply with the minimum
dimensions as set forth within the Huntington Park Municipal Code prior to issuance
of the Certificate of Occupancy.

- 1 24. That a lighting plan be provided for all outdoor areas of the property. Such lighting
2 shall be decorative and installed per approved plans to the satisfaction of the
3 building official and Planning Division prior to issuing a Certificate of Occupancy.
- 4 25. That the applicant provide publicly visible art or pay art fees in accordance with the
5 HPMC Title 9, Chapter 3, Article 17, prior to the issuance of the Certificate of
6 Occupancy.
- 7 26. That the applicant comply with all of the provisions of Title 7, Chapter 9 of the
8 Huntington Park Municipal Code relating to Storm Water Management. The
9 applicant shall also comply with all requirements of the National Pollutant Discharge
10 Elimination System (NPDES), Model Programs, developed by the County of Los
11 Angeles Regional Water Quality Board. This includes compliance with the City's
12 Low Impact Development (LID) and the SUSUMP requirements when applicable.
- 13 27. That the Director of Community Development is authorized to make minor
14 modifications to the approved preliminary plans or any of the conditions if such
15 modifications shall achieve substantially the same results, as would strict
16 compliance with said plans and conditions.
- 17 28. That the operator shall obtain its City of Huntington Park Business License prior to
18 commencing business operations.
- 19 29. That the applicant and property owner agree in writing to the above conditions.

20 **Department of Alcoholic Beverage Control (ABC)**

- 21 30. A Public Convenience or Necessity (PCN) letter from the City of Huntington Park
22 shall be provided by the applicant.

23 **County of Los Angeles Fire Department**

- 24 31. Review and approval by the County of Los Angeles Fire Department Fire
25 Prevention Engineering Section Building Plan Check Unit shall be required for this
26 project prior to building permit issuance.

27 **SECTION 6:** This resolution shall not become effective until 15 days after the date of
28 decision rendered by the Planning Commission, unless within that period of time it is appealed
to the City Council. The decision of the Planning Commission shall be stayed until final
determination of the appeal has been effected by the City Council.

SECTION 7: The Secretary of the Planning Commission shall certify to the adoption of
this resolution and a copy thereof shall be filed with the City Clerk.

1 **PASSED, APPROVED, AND ADOPTED** this 29th day of March, 2017 by the
2 **following vote:**

3 AYES: Carvajal, Montes, Vice Chair Cordova, Chair Martinez

4 NOES:

5 ABSENT:

6

7

HUNTINGTON PARK PLANNING COMMISSION

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10

Efren Martinez, Chairperson

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12 ATTEST:

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Carlos Luis, Secretary

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CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 18, 2017

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

Dear Mayor and Members of the City Council:

APPROVE LICENSE AGREEMENT WITH CoSTAR FOR SUBSCRIPTION OF ON-LINE PROPERTY, MARKETING AND DEMOGRAPHIC INFORMATION SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the new service agreement with CoStar;
2. Authorize the City Manager to execute the agreement; and
3. Designate the initial agreement to be for a term of 12 months, from April 19, 2017 to April 19, 2018. Thereafter, the agreement can be renewed at the City's discretion on an annual basis.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, the Community Development Department relies on various sources of information for real estate, property and demographic information for its economic development program, marketing material and to track available real estate in the City. Most of the information we receive is through third party information that is outdated and sometime inaccurate. CoStar is the leading web-based real estate research company. They have the largest data base of information of real estate demographic trends, sales, and leasing information in the Country. CoStar will provide Community Development Department with up to date information on real estate trends, inventory of properties both on and off the market, ownership information, and financial details of the property, recorded documents and printable marketing material. The web-based information will help the department keep up to date on sales, vacancy and leasing trends in all our commercial corridors. We will use the information to market, attract and retain businesses.

APPROVE LICENSE AGREEMENT WITH CoSTAR FOR SUBSCRIPTION OF ON-LINE PROPERTY, MARKETING AND DEMOGRAPHIC INFORMATION SERVICES

April 18, 2017

Page 2 of 2

FISCAL IMPACT/FINANCING

The total fiscal impact for this service is \$12,600 (annually) to be drawn from Community Development Department Account #111-5010-419-56-41 / Contract Services. The proposed services have been budget in the account for FY 2016-17 and will be budgeted in future years, if City decides to continue with the services.

Staff contacted other companies, such as HDL Companies to obtain quotes and they cannot provide the same user friendly system that also creates reports, which can be used as marketing material. There is currently no other company that provides all the demographic information and resource in one system like CoStar. Therefore, we do not have comparable fees for this type of services. CoStar is used by various Cities, Counties, government agencies and private companies throughout the Country. CBRE commercial real estate broker is one of CoStar's largest customer.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. License Agreement with CoStar
- B. CoStar Description
- C. CoStar Flyer

ATTACHMENT "A"

CoStar License Agreement Subscription Form

FOR INTERNAL ONLY: (Ref ID) 611526	
AE:	Igor Latman
Routing Code:	
Business Code:	Vendor/Services



BILL TO:	
Licensee: City of Huntington Park Community Dev Commision	Location ID: 677361
Address: 6550 Miles Ave	City/State/Zip: Huntington Park, CA 90255
Fax:	Telephone: (323) 584-6210
Bill-To Contact: Manuel Acosta	Email for Bill-to-Contact: macosta@hpca.gov

USE	BILLING CYCLE	PAYMENT METHOD
Total No. Sites: 1	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Check
Total No. Authorized Users (All Sites): 3	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Automatic Withdrawal
	<input checked="" type="checkbox"/> Yearly	

TERM	COMPS HISTORICAL DATA	KEY TOKENS
One Year Initial Term	From (MM/YY): 1/2000 (COMPS Subscribers)	Total Number of Key Tokens: 0

START DATE
Immediate Start

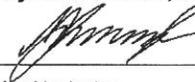
SCHEDULE OF SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
677361	Los Angeles/Ventura	CoStar Suite	\$1,050.00
Total Monthly Fees From Additional Schedule of Services			
Total Monthly License Fees:			\$1,050.00
One Time Implementation Fee:			
One Time Key Token Fee:			

Notes:

This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. Attached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth on the Terms and Conditions. In addition, this Agreement incorporates the Terms of Use (the "Terms of Use") available online at www.costar.com. By using the Licensed Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.

In the event that Licensee does not execute this Agreement by the following date 4/30/2017, the terms of this Agreement shall become null and void, provided, that if Licensee executes this Agreement after such date and CoStar countersigns this Agreement, then this Agreement shall be valid and binding on the parties. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar can execute this Agreement on behalf of CoStar. The parties hereby acknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.

CoStar Realty Information, Inc.

By: 

Name: Max Linnington

Title: SVP Sales & Customer Service

Date: Apr 11, 2017

Address: 1331 L St NW

Address: Washington, DC 20005-4101

Licensee

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 6550 Miles Ave

Address: Huntington Park, CA 90255

Fax #: _____

CoStar License Agreement



Licensee: City of Huntington Park Community Dev	Location ID: 677361
Address: 6550 Miles Ave	City/State/Zip: Huntington Park, CA 90255
Total Number of Authorized Users at Site 3	

USERS AT ABOVE LISTED SITE

Contact Name: Manuel Acosta	Phone: (323) 584-6213
Email: macosta@hpca.gov	Role:

Contact Name: Carlos Luis	Phone: (323) 584-6250
Email: cluis@hpca.gov	Role:

Contact Name: Rodrigo Pelayo	Phone: (323) 584-6282
Email: rpelayo@hpca.gov	Role:

CoStar® Terms and Conditions

1. **License** . (a) This Agreement between CoStar and Licensee concerns one or more electronic databases developed and maintained by CoStar each consisting of (1) a proprietary database (the "Database") of commercial real estate information, including but not limited to, the information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such information, and (2) related software (the "Software"). Those portions of the Software and Database that are licensed hereunder, including any updates or modifications thereto, and any information derived from the use of the Database, including as a result of the verification of any portion of the Information by Licensee, are collectively referred to herein as the "Licensed Product." (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Subscription Form, subject to and in accordance with the terms of this Agreement. (c) The Licensed Product may be used by no more than the number of users set forth on the Subscription Form and, except as set forth below, only at the site(s) specifically identified herein. All of such users (the "Authorized Users") must be individuals (1) employed by Licensee or an Exclusive Contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized Sites & Users for the Licensed Product. Licensee understands that each brokerage, research, analyst, appraiser, underwriter, asset manager, sales or other similar personnel at each licensed site must be an Authorized User and agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Exclusive Contractor" is defined as an individual person working solely for Licensee and not also for themselves or another company with commercial real estate information needs and performing substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names, passwords and any Key Tokens (collectively, the "Passcodes") used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason.
2. **Use** . (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may use the Licensed Product for the following purposes in the ordinary course of its business: (1) Licensee's internal research purposes; (2) providing information regarding particular properties and market trends to its clients and prospective clients; (3) to market properties; (4) supporting its valuation, appraisal or counseling regarding a specific property; and (5) creating periodic general market research reports for in-house use or for clients' or prospective clients' use, provided that such reports do not contain building-specific or tenant-specific Information and are not commercially or generally distributed. Subject to the provisions set forth below, Licensee may print Information or copy Information into word processing, spreadsheet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of Information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial and used in compliance with this Section. (b) Except as set forth in Section 2(a), Licensee shall not distribute, disclose, copy, reproduce, make available, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Licensed Product, or modify, adapt or create derivative works of the Licensed Product. (c) Notwithstanding any other provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through, the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee and the Authorized Users, except that (i) Licensee may e-mail a report containing Information that complies with this Section 2 to a limited number of its clients and prospective clients, and (ii) Licensee may display solely on its own web site photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that under no circumstances shall such photographs be posted on any website that may compete with the Licensed Product.; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or product; (3) access or use the Licensed Product if you are a direct or indirect competitor of CoStar or provide any portion of the Licensed Product to any direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any database or other software program, except as set forth in Section 2(a); (5) modify, merge, scrape, disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, publish or compile any Information for the purpose of selling or licensing such information or making such information publicly available; (7) use or distribute Information that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service; (8) use any portion of the Licensed Product in a manner that would violate any U.S., Canadian, international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy laws; or (9) use any portion of the Licensed Product in any registration statement, prospectus or other filing with the Securities and Exchange Commission, a Canadian securities regulator or any other securities regulator or commissioner in connection with the offer or sale of securities, incorporate by reference any portion of the Licensed Product into any such registration statement, prospectus or other filing, or use any portion of the Licensed Product in any filing with any federal, provincial, state, local or foreign governmental authority.
3. **Ownership** . Licensee acknowledges that the Information is comprised of data that is owned by CoStar and its licensors and that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all U.S., Canadian and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Software, Database, Information and Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge CoStar's and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure or rights management information included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, Exclusive Contractors, affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Without CoStar's consent, Licensee may not use or reproduce any trademark, service mark or trade name of CoStar or its licensors.
4. **Term** . The term of this Agreement shall begin on the date of signature by CoStar, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the last day of the Initial Term or any Renewal Term, unless at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. Licensee acknowledges that it is responsible for payment of License Fees pursuant to paragraph 5 for the entire Renewal Term unless the Agreement is canceled in accordance with the notice provisions of this paragraph. The "Start Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided that for existing customers with Passcodes, the "Start Date" shall be the date of signature of this Agreement by CoStar.
5. **License Fees** . Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars. Licensee's obligation to pay such fees shall begin on the Start Date. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the last day of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a Renewal Term increase the License Fees or charge other fees for any portion of the Licensed Product or service provided by CoStar, provided, that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase or charge, in which case Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net fifteen days. All payments received after the due date will incur a late payment charge from such due date until paid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Products. CoStar shall not be bound to use third party payment vendors, and any fees charged by such vendors shall be added to the License Fees payable hereunder. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.
6. **Termination** . (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within 30 days of such filing. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3, or 13(a) hereunder, or any material provision of any other agreement between the parties; or (2) in the event that CoStar discontinues a particular market or markets that form a part of the License Product or discontinues a particular product, upon five (5) days written notice at any time in CoStar's sole discretion in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licensed Product after the effective

date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due after the date of such termination. (c) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3, or 13(a) hereunder, or any material provision of any other agreement between the parties, and Licensee shall continue to be responsible for all License Fees, provided that Licensee shall not be responsible for license fees for an interrupted period if there was not an actual violation. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (d) If the Initial Term or a Renewal Term of this Agreement is designated to last more than one (1) calendar year, notwithstanding anything to the contrary in Section 4 hereof, Licensee may, on a one-time basis and upon written notice to CoStar, terminate such Initial or Renewal Term effective one year from the date CoStar receives such written notice, provided that such one-time termination right shall expire on August 31, 2017 or upon Licensee's exercise of its termination right under this subsection 6(d). (e) In the event that a third party supplier suspends or cancels delivery of data incorporated into the Database, Licensee acknowledges and agrees that CoStar may suspend or cancel delivery of the corresponding portion or all of the Licensed Product hereunder. (f) Upon Licensee's breach of any term of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

7. **Post-Termination** . At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoStar, affirm the completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. In addition, CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit.

8. **Licensed Product** . During the term of this Agreement, CoStar will provide updated Information to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and equipment necessary to obtain and use the Licensed Product. Licensee is responsible for all charges necessary to access the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the depth of Information provided to Licensee hereunder.

9. **Information** . Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify, reproduce and sublicense with respect to commercial real estate information available on Licensee's web site. CoStar acknowledges that if Licensee provides CoStar with any information or images, Licensee retains its rights to such information and images, even following termination of this Agreement.

10. **LIMITATION ON LIABILITY** . (a) LICENSEE ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE COSTAR PARTIES) WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. (b) THE COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 10(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

11. **NO WARRANTIES** . ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COSTAR PARTIES MAKE NO WARRANTIES. THE COSTAR PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

12. **Assignment** . The parties' obligations hereunder are binding on their successors, legal representatives and assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar.

13. **Passcodes; Key Tokens** . (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User. No Authorized User may share his assigned Passcodes with any other person nor allow any other person to use or have access to his Passcodes. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall destroy the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or Independent Contractor of Licensee may use any Passcodes in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer; provided, that an Authorized User may email CoStar Customer Support at support@costar.com to receive an electronic apparatus (a Key Token) designed to enable such Authorized User to access the Licensed Product from multiple computers for \$149 per Key Token (before tax). All Key Tokens licensed by Licensee shall constitute part of the Licensed Product. If a Key Token has been lost, stolen or damaged, upon Licensee's email request to CoStar Customer Service for a replacement Key Token, CoStar shall deliver Licensee a replacement Key Token and Licensee shall pay CoStar \$149 (before tax) for each such replacement Key Token; provided, that CoStar will replace a Key Token if it malfunctions through normal usage (due to no fault of the Licensee) free of charge during the Initial Term.

14. **Notices** . All notices given hereunder will be in writing, delivered personally or mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight U.S., Canadian or international carrier. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's address specified on the Subscription Form or to such other address as Licensee may specify, and if being delivered to CoStar, delivered to the address set forth on the Subscription Form, Attention: Director of Sales Administration, or to such other address as CoStar may specify. All notices will be deemed given if delivered personally, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by overnight U.S. or Canadian mail, one day after mailing, and if delivered by overnight international mail, four days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail.

15. **Force Majeure** . None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

16. **User Information** . Licensee acknowledges that if it creates any settings, surveys, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product (collectively, the User Data), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. Documents posted by Licensee to the client extranet component of Licensee's designated CoStar Connect web site shall constitute Licensee Content (as defined in the CoStar Connect agreement) and User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage

space in any CoStar Property Professional Licensed Product per Authorized User located at that site.

17. Choice of Law; Jurisdiction; Right to Elect Arbitration . This Agreement shall be construed under the laws of the District of Columbia without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the District of Columbia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the District of Columbia, or in any State where Licensee's Authorized Users are located, for purposes of any action brought against Licensee in connection with this Agreement or use of the Licensed Product. Should CoStar file or threaten to file a judicial action against Licensee alleging violation of CoStar's intellectual property rights or violation of Section 2 of this Agreement, Licensee may elect to resolve CoStar's claims through binding arbitration to be governed by the Commercial Arbitration Rules of the American Arbitration Association and to be held in the District of Columbia pursuant to the laws of the District of Columbia. Such right must be invoked within twenty (20) days of CoStar's filing of or threat to file a judicial action. Provided, however, that nothing in this paragraph shall be construed to prohibit or prevent CoStar from requesting any legal or equitable relief or remedy of any kind in an action commenced in state or federal court or in any arbitration proceeding.

18. Miscellaneous . This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements by Licensee, CoStar, or their respective representatives and documents with respect to such subject matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein. Licensee agrees to keep the terms of this Agreement strictly confidential. This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The provisions of Sections 2(b), 2(c), 3, 5, 6(e), 7, and 10 through 18 hereof will survive nonrenewal or termination of this Agreement.

ATTACHMENT "B"



Property Professional:

Features Include:

- Full inventory of all properties, both on and off market
- True property ownership for all commercial properties
- The industry's largest database of For-Lease and For-Sale Listings
- CoStar's unmatched market analytic tools and quarterly reports
- Lease transaction data
- Ability to produce reports in Excel or PDF
- High resolution photos and presentation-quality reports
- Ability to save surveys and set automated alerts for changes
- National For Sale Data

COMPS Professional:

Features include:

- Access to the largest database of verified and confirmed Sales Comparables
- Direct contact information for Buyers and Sellers
- Financing details including down payment, loan amount, and lender
- Industry-leading analysis on price trends, cap rates, sales volume, and much more
- Ability to export information to spreadsheet or download presentation-quality reports
- Automated alerts to new transactions

Tenant Professional:

Features include:

- Direct contact information for Decision Makers
- Transactional data for tenants in your market
- View tenant activity in competing properties
- Optimize call lists by location, business type, tenant size and more for effective prospecting
- Ability to export information to spreadsheet or download presentation-quality reports
- Automated alerts to new lease signings in your market

CoStarGo for iPad:

Features include:

- Mobile access to building information, listings, sale and lease comps
- Perform property and submarket research while onsite or out of the office
- Save and email reports on the fly
- Save surveys that can be shared with other CoStarGo users or accessed via the Desktop version
- Save a property as a favorite
- Instantly view, print, and email pictures, floor plans, and listing information
- www.costargo.com

CoStar Suite includes Property Professional, COMPS Professional, Tenant and CoStarGo

ATTACHMENT "C"



Drive Your
Business Forward



*Connecting you to the people
and information you need to
make decisions with confidence.*



We Put You at the Center of Right Now



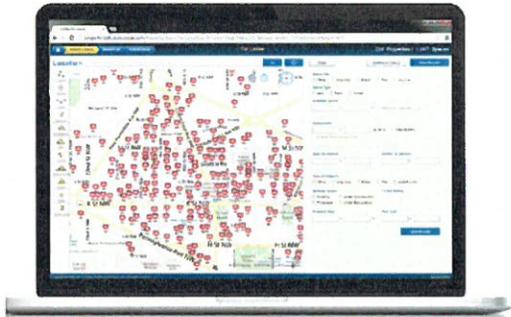
Your information needs are complex and you need to be at the center of what's happening.

Are you buying, selling or leasing a property? Representing tenants or analyzing lease proposals? Valuing assets, underwriting loans or managing diverse portfolios? With CoStar Suite™, you'll have the answers you need.

CoStar Suite is the combination of our three flagship products, CoStar Property®, CoStar COMPS® and CoStar Tenant®. Each delivers expert, niche market knowledge verified by the industry's largest professional research team. And when they're used together, you'll see your property, market and industry like never before.

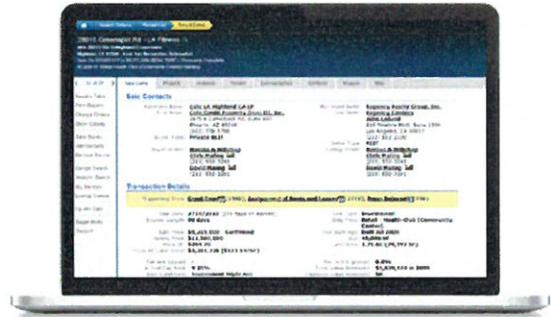
Deploy the full advantage of CoStar Suite and move ahead with confidence.

A Powerful Combination Comes Together in CoStar Suite



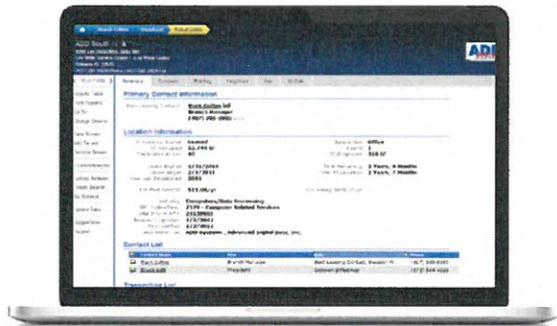
Know Every Detail with **CoStar Property**

- Access a full market inventory of properties and spaces – available as well as fully leased.
- Search by market and submarket, with hundreds of details on each property.
- Access photos, aerials, maps, floor plans, stacking plans and more.
- Track your market with highly customized analytics.
- View decades of historical details that can only be found in CoStar.
- Create professional space/property surveys.
- Set up alerts to track competing properties, tenants, recent transactions and broker activity.
- Market your exclusive by positioning it against competing properties based on location, availability, asking rent, amenities and other considerations.



Value Properties Confidently with **CoStar COMPS**

- Establish a sound listing price and evaluate sales comparables.
- View contact information for true buyers and sellers behind LLCs and partnerships.
- Analyze the market down to the transaction using CoStar's analytic tools.
- Gain a better insight into forces that drive supply and demand in local sales and leasing markets.
- View market activity with maps or aerials displaying properties sold, for sale or pending.
- Access sales comps as fast as the day of sale.
- Monitor market performance with key metrics.
- Project future delivery and absorption trends up to five years out.



Prospect More Effectively with **CoStar Tenant**

- Target prospective tenants with expiring leases.
- View lease expirations, space history and lease terms.
- Identify tenants who are growing, downsizing, likely to relocate or over-paying for their space.
- View company information including key decision makers, business type, employee count, growth outlook and other locations.
- Expand your opportunities by researching tenants according to industry type, employee size or other criteria.
- Manage leads more effectively by creating mailing lists, call reports and tenant lists by building, lease expiration or other prospecting criteria.



Leave Your Desk Behind with **CoStar Go**

CoStar Go® brings the data behind CoStar Property, CoStar COMPS and CoStar Tenant together on one mobile platform.

- Be more productive between meetings and keep up with competitive properties on the go.
- Save time by previewing properties with your clients before driving to them.
- Location-aware maps let you view information on properties around where you are at that moment and drill down into spaces, availabilities, floor plans and ownership data to answer your client's questions right away.
- Engage a prospect on the spot with alternative spaces, photos, amenities and floor plans.
- Pull up phone numbers for all the key players involved on a property or transaction and send an email or use FaceTime® to video-conference with them directly using your iPad®.
- Access powerful analytics tools, property performance, historical trends and market conditions that support your position while meeting with your client.

Research Is What We Do

Comprehensive, Verified, Unmatched.

Information in CoStar is researched and verified by the industry's largest professional research team. We have **over 1,200 highly-trained researchers** and **more than 130 field research vehicles** scouring the market to ensure you have access to information you can't get anywhere else.

Our exhaustive research process includes thousands of calls daily to brokers and owners, reviewing court filings, tax assessor records and deeds, tenant canvassing, third-party data feeds and automated data collection of thousands of broker and retailer websites to uncover even the slightest changes to availabilities. Our field researchers inspect over 2 million properties annually and have taken over 12 million photographs.

over
4,200,000
total properties

over
95 Billion
total SF of
inventory tracked





This effort yields the most complete and accurate property database available. Information to keep you one step ahead.

more than
1,500,000
listings for sale
or lease

more than
120,000
updates each
business day

over
14,800,000
total digital
images



CoStar[™]
The knowledge market

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CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, April 18, 2017

REGULAR AGENDA

FINANCE

7. Presentation by the Pun Group on the City's Fiscal Year (FY) 2015/2016 Financial Audit

- REPORT ONLY -



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 18, 2017

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

Dear Mayor and Members of the City Council:

RESOLUTION TO CREATE A COMMUNITY REVITALIZATION INVESTMENT AUTHORITY (CRIA) TO OPERATE WITHIN THE COMMUNITY, AND MAKING CERTAIN FINDINGS AND TAKING CERTAIN ACTIONS IN CONNECTION WITH CRIA LAW

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2017-07, making certain findings and taking certain actions in connection with CRIA law;
2. Appoint three (3) members of the City Council to the Governing Board of the Authority Governing Board (Authority); and
3. Authorize the Authority to prepare and adopt a Community Revitalization and Investment Plan.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2015, the State of California adopted AB2/AB 2492 known as the Community Revitalization and Investment Authority (CRIA), which was designed to restore redevelopment authority to disadvantaged communities based on certain provisions of former Community Redevelopment Law. CRIA provides new authority to revitalize communities through planning and financing infrastructure improvements and upgrades; economic development activities such as new major retail developments; and affordable housing via tax increment financing.

In August 2016, Kosmont Companies began to undertake an evaluation of the feasibility of a CRIA for multiple targeted areas within the City of Huntington Park. The purpose of the evaluation was to identify the practical and financial/economic efficiency of a CRIA in order to determine whether or not the City should proceed with formation and implementation of the CRIA.

RESOLUTION TO CREATE A COMMUNITY REVITALIZATION INVESTMENT AUTHORITY (CRIA) TO OPERATE WITHIN THE COMMUNITY, AND MAKING CERTAIN FINDINGS AND TAKING CERTAIN ACTIONS IN CONNECTION WITH CRIA LAW

April 18, 2017

Page 2 of 3

An overview of the evaluation was completed and was presented to City Council at the December 6, 2016, meeting. The evaluation demonstrated a preliminary feasibility for pursuit of a CRIA. The steps to moving forward will include finalizing the CRIA boundaries, identifying of tax increment dedications and complementary funding sources, and outreach with the community stakeholders. Once this is complete, staff will prepare a comprehensive CRIA Plan, which will be presented for adoption.

The direction at the December 6, 2016 Council meeting was to move forward with formation of the CRIA. The first step in the creation of the CRIA requires the adoption of a resolution by the City Council. The resolution allows for the creation of a CRIA Authority ("Authority") to operate within the community to make certain findings and take actions under the CRIA law.

The resolution authorizes and directs staff to proceed with the preparation and adoption of a community revitalization and investment plan that complies with and satisfies the requirement of CRIA law. In addition, as part of the creation of the Authority the City Council is required to appoint three (3) members of the City Council to the Authority Governing Board. Furthermore, City Council must appoint two (2) public members ("Public Members") to the Governing Board of the Authority that reside or work within the CRIA Plan Area. Staff will prepare a draft CRIA Plan for consideration by the Authority. During the public Notices required by CRIA law, City Council Members can accept nominations or make the appointments of the Public Members to the Governing Board of the Authority. With the direction of the City Council, the Governing Board may adopt rules and regulations governing the future appointments of the Governing Board of the Authority as well as the terms of office of the members of the Governing Board of the Authority.

FISCAL IMPACT/FINANCING

These actions do not have a fiscal impact to the City Budget.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

This Resolution is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that the actions authorized by this Resolution will not have an impact on the environment, in that the Authority's adoption of the Authority Plan and Authority Plan Area are subject to future discretion of the Governing Board of the Authority, and the Authorities contents and scope of the Authority Plan and Authority Plan Area are too speculative at this time to enable environmental review.

**RESOLUTION TO CREATE A COMMUNITY REVITALIZATION INVESTMENT
AUTHORITY (CRIA) TO OPERATE WITHIN THE COMMUNITY, AND MAKING
CERTAIN FINDINGS AND TAKING CERTAIN ACTIONS IN CONNECTION WITH
CRIA LAW**

April 18, 2017

Page 3 of 3

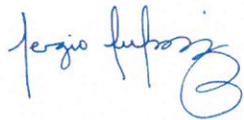
CONCLUSION

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. Resolution No. 2017-07, making certain findings and taking certain actions in connection with CRIA Law.

ATTACHMENT "A"

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RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK CREATING A COMMUNITY REVITALIZATION INVESTMENT AUTHORITY TO OPERATE WITHIN THE COMMUNITY, AND MAKING CERTAIN FINDINGS AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the California Legislature approved Assembly Bill 2 (Stats. 2015, c. 319, as amended), and thereby enacted Part 1 (commencing with Section 62000) of Division 4 of Title 6 of the Government Code (the "CRIA Law") to create a planning and financing tool for local governments to address areas characterized by unsafe or unhealthy buildings in which persons live or work, conditions that make the viable use of buildings or parcels difficult, high business vacancies and lack of employment opportunities, and inadequate public improvements, water, or sewer utilities;

WHEREAS, the CRIA Law authorizes cities to create a public body, corporate and politic known as a "Community Revitalization Investment Authority" ("CRIA") to operate in the community, and to grant the CRIA jurisdiction to carry out a community redevelopment revitalization plan ("Plan") within a community revitalization investment area ("Plan Area");

WHEREAS, a CRIA may be created by the adoption of a resolution by the legislative body of a city, and the composition of the CRIA's governing board is comprised of three (3) appointed members of the legislative body, and two (2) appointed members of the public that live or work within the Plan Area;

WHEREAS, a CRIA is an "agency" as described in subdivision (b) of Section 16 of the California Constitution for purposes of receiving tax increment revenues, with the powers and duties set forth in Government Code Section 62002, which include, but are not limited to: providing funding to rehabilitate, repair, upgrade, or construct infrastructure; providing for low- and moderate-income housing in accordance with Part 2 (commencing with Section 62100) of Division 4, Title 6 of the Government Code; remediating or removing a release of hazardous substances pursuant to the Polanco Redevelopment Act; providing for seismic retrofits or existing buildings in accordance with applicable laws and regulations; acquiring and transferring real property; issuing bonds in conformity with Article 4.5 (commencing with Section 53506) and Article 5 (commencing with Section 53510 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code; borrowing money, receiving grants, or accepting financial or other financial assistance from the state or federal governments, or any other public agency or private lending institution; making loans or grants for owners of tenants to improve, rehabilitate, or retrofit buildings or

1 structures within the Plan Area; and providing direct assistance to businesses within
2 the Plan Area in connection with new or existing facilities for industrial or
3 manufacturing uses;

4 **WHEREAS**, following its creation, a CRIA is required to adopt a Plan that
5 includes the elements set forth in Section 62003 of the Government Code, and a
6 CIRA may carry out the adopted Plan within a Plan Area that satisfies the conditions
7 and requirements set forth in subsections (d) or (e) of Section 62001 of the
8 Government Code;

9 **WHEREAS**, a CRIA's adoption of a Plan must be considered at three (3) public
10 hearings held at least thirty (30) days apart, and such public hearings must comply
11 with the procedural and substantive requirements set forth in Section 62004 of the
12 Government Code;

13 **WHEREAS**, a CRIA formed by a city that created a redevelopment agency that
14 was dissolved pursuant to Part 1.85 (commencing with Section 34170) of Division
15 24 of the Health & Safety Code may not become effective until the successor
16 agency of the former redevelopment agency has adopted findings of fact that satisfy
17 the requirements of subsection (b)(3) of Section 62001 of the Government Code;

18 **WHEREAS**, the City of Huntington Park is a California general law city located
19 in a densely populated area of Los Angeles County;

20 **WHEREAS**, following the dissolution of the Huntington Park Redevelopment
21 Agency, the City has had difficulty remediating blighted conditions existing
22 throughout the community, encouraging private investment and development in the
23 area, attracting new to and retaining existing businesses in the community, funding
24 vital development and infrastructure improvements, and providing affordable
25 housing opportunities and programs for its residents, among other things;

26 **WHEREAS**, the City Council of the City of Huntington Park therefore desires to
27 create a CRIA to operate within its jurisdiction boundaries to address these issues,
28 to support the economic revitalization of the community, and to address
geographical areas within its boundaries marked by unsafe and unhealthy buildings,
conditions that make the viable use of buildings or parcels difficult, high incidents of
business vacancies and unemployment, and inadequacies in public improvements
and utilities;

WHEREAS, contemporaneously with adoption of this Resolution, the
Successor Agency of the Former Huntington Park Redevelopment Agency has
adopted a Resolution making the findings required by subsection (b)(3) of Section
62001 of the Government Code; and

1
2 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have
3 occurred.

4 **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**
5 **PARK HEREBY FINDS, DECLARES, AND RESOLVES AS FOLLOWS:**

6 **SECTION 1.** The foregoing recitals are true and correct and incorporated
7 herein this Resolution as substantive findings.

8 **SECTION 2.** Pursuant to Part 1 (commencing with Section 62000) of Division 4
9 of Title 6 of the Government Code, the City Council hereby creates, and authorizes
10 and declares the existence of, a community revitalization investment authority within
11 the City of Huntington Park, to be known as the Huntington Park Community
12 Revitalization Investment Authority, a public body, corporate and politic (the
13 "Authority").

14 **SECTION 3.** The Authority is hereby authorized and directed to prepare and
15 adopt a community revitalization and investment plan that complies with and
16 satisfies the requirements of Section 62003 of the Government Code ("Authority
17 Plan"), and is further authorized and directed to implement and carry out said plan
18 within a community revitalization investment area that complies with and satisfies
19 the requirements of subdivision (d) of Section 62001 of the Government Code
20 ("Authority Plan Area"). The Authority is authorized and directed to take any and all
21 actions necessary and appropriate to identify, prepare, and adopt the Authority Plan
22 and Authority Plan Area.

23 **SECTION 4.** The City Council hereby appoints the following three (3) members
24 of the City Council to the Governing Board of the Authority Governing Board ("City
25 Council Members"):

- 26 Member 1:
27 Member 2:
28 Member 3:

29 The City Council Members shall appoint two (2) public members to the Governing
30 Board of the Authority, and such persons shall either reside in or work within the
31 Authority Plan Area ("Public Members"). City staff is hereby authorized and directed
32 to prepare a draft Authority Plan ("Draft Plan") for consideration by the Authority, and
33 between publication of the notice for the first public hearing required by subsection
34 (c) of Section 62004, and the date of the first public hearing on the Authority Plan,
35 the City Council Members shall accept nominations for and make appointments of
36 the Public Members to the Governing Board of the Authority. Such nominations and

1 appointments of the Public Members shall be completed in the manner directed by
2 the City Council Members. The Authority may, on its own initiative, or it shall upon
3 the direction of the City Council, adopt rules and regulations governing the manner
4 and method of future appointments to the Governing Board of the Authority, as well
as the terms of office of members of the Governing Board of the Authority.

5 **SECTION 6.** Following its adoption of a Plan in accordance with Section 62004
6 of the Government Code, the Authority is hereby authorized and empowered to do
7 all of the actions and activities authorized by the CRIA Law, including but not limited
to those set forth in Section 62002 of the Government Code.

8 **SECTION 7.** This Resolution is exempt from the California Environmental
9 Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, as it can be
10 seen with certainty that the actions authorized by this Resolution will not have an
11 impact on the environment, in that the Authority's adoption of the Authority Plan and
12 Authority Plan Area are subject to future discretion of the Governing Board of the
13 Authority, and the Authorities contents and scope of the Authority Plan and Authority
Plan Area are too speculative at this time to enable environmental review.

14 **SECTION 8.** The City Clerk shall certify to the adoption of this Resolution, and
15 it shall become effective immediately upon approval.

16 **PASSED, APPROVED and ADOPTED** this 18th day of April, 2017.

17
18 _____
Marilyn Sanabria
19 Mayor

20 ATTEST:

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22 _____
Donna G. Schwartz, CMC
23 City Clerk
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CITY OF HUNTINGTON PARK

City Council Meeting Agenda
Tuesday, April 18, 2017

REGULAR AGENDA

COMMUNITY DEVELOPMENT

9. General Plan Update

- Update ONLY -

CITY OF HUNTINGTON PARK

City Council Meeting Agenda
Tuesday, April 18, 2017

REGULAR AGENDA

COMMUNITY DEVELOPMENT

10. CDBG Update

- Update ONLY -



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

April 18, 2017

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

Dear Mayor and Members of the City Council:

APPROVE FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (CSA) WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR BUS STOP AND PARKLETS CLEANING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first amendment to contract with Nationwide Environmental Services for the Bus Stop and Parklet Services;
2. Authorize City Manager to execute contract;
3. Encumber the remaining portion of the annual contract amount for FY16/17 for payment of services; and
4. Authorize the Finance Director to make the necessary additional appropriations and adjustments to the City Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) currently contracts with Nationwide Environmental Services (Contractor) for the City's bus stop and parklet cleaning services. Contractor crews are charged with cleaning and servicing bus stops and parklets per Exhibit A of the original agreement dated May 1, 2016. Each bus stop is broken down by categories, which designate the service level and frequency. The original scope of service increased since the contract was originally awarded and thus an upward adjustment in the contract to reflect those true services levels are needed. Below is a comparison of the original awarded scope of service to the actual and proposed scope of service.

Categories	Locations- Current Scope	Locations- Revised Scope
A	57	62
B	18	21
C	16	22
Parklets	3	4
Total	94	109

**APPROVE FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (CSA)
WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR BUS STOP AND
PARKLETS CLEANING SERVICES**

April 18, 2017

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Since awarded, Nationwide Environmental Services has been providing services over and beyond the requirements of the contract and has absorbed all the additional costs.

The current agreement is set to expire on May 1, 2017. The agreement allows the term to be renewed for a maximum of two (2) one (1) year extensions. However, the recommendation is for a four (4) year renewal. The city has the ability to terminate the agreement at any time for convenience or for cause by giving contractor a minimum 30 calendar days prior written notice of city's intent to terminate the agreement.

FISCAL IMPACT/FINANCING

Based on the increased scope of service, Nationwide Environmental Services is requesting an additional monthly increase of \$6,840, plus an annual Consumer Price Index (CPI) increase.

The new contract extension (the "First Amendment") will be \$193,542 per year for the term of the agreement. In addition, CPI will be added to the contract amount after the first year of service and every year thereafter. Funds for the additional monthly increase of \$6,840 was not part of the City's FY 16/17 Adopted budget. If approved, Staff is requesting an additional budget appropriation of \$13,680 (for May and June) to account 111-8010-431.56-41. Monies sufficient to cover contractual services for next fiscal year will be requested in FY 17/18 budget.

CONCLUSION

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Daniel Hernandez
Public Works Director

ATTACHMENT(S)

- A. Draft Proposed First Amendment to Contract
- B. Master Agreement
- C. Revised Scope of Services
- D. Consumer Price Index

ATTACHMENT "A"



2017

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

(Engagement: Bus Stop and Parklets Maintenance Services)

(Parties: City of Huntington Park – Nationwide Environmental Services)

THIS FIRST AMENDMENT (the "First Amendment") to Bus Stop Cleaning Services Agreement is made and entered into this **1st day of May, 2017** by and between the City of Huntington Park, a municipal corporation (hereinafter, "CITY") and **Nationwide Environmental Services** a div. of Joe's Sweeping, Inc. (hereinafter, "CONTRACTOR") and expiring on April 30, 2021. For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties."

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Bus Stop and Parklets Maintenance Services) (hereinafter, the "Master Agreement" **Attachment A**) which is attached hereto and the Scope of Services **Exhibit "A"**; and

WHEREAS, the Parties desire to amend the Master Agreement Attachment A by modifying the term of the Master Agreement from a one (1) year term with two (2) one (1) year extensions of term.

WHEREAS, the Parties desire to amend the Master Agreement by modifying the Compensation of the Master Agreement Attachment A the budgeted aggregate sum of \$111,462.00 per year.

WHEREAS, the parties agree to include Annual CPI Adjustments on May 1, 2018 and each May 1, of every year thereafter.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Scope of Services. Section 1.1 of the Master Agreement Attachment A is hereby revised. CONTRACTOR agrees to perform the services set for in **Exhibit A-1** of this First Amendment, attached hereto, which is incorporated herein by reference, in accordance with the terms and conditions of the Master Agreement

2. Term. Section 1.2 of the Master Agreement **Attachment A** is hereby amended to be replaced with the following: This Agreement shall have a term of four (4) years beginning May 1, 2017 and expiring on April 30, 2021. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause by giving contractor a minimum 30 calendar days prior written notice of CITY's intent to terminate agreement.

3. Compensation. Section 1.3 (A) of the Master Agreement **Attachment A** is hereby amended to be replaced with the following: The CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A1. notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of \$193,542 per year, plus applicable CPI increases (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with City Manager and the Director of Finance. The annual contract amount shall be paid to Contractor in twelve (12) equal monthly installments. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term, City may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

4. Annual CPI Adjustments. On May 1, 2018, and each May 1, of every year thereafter during the Term hereof, CONTRACTOR shall be entitled to an annual increase to the monthly Bus Stop and Parklets Maintenance Services compensation. The Adjustment shall be (a) an amount equal to the percentage change in the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County, CA (1982-84=100) ("CPI") issued by the U.S. Department of Labor for the 12 months period preceding the first day of February of each year during the term of this Agreement, or (b) 5% whichever is less.

5. Except as otherwise set forth in this First Amendment and Exhibit A1, the terms of the Master Agreement Attachment A shall control. This First Amendment and Exhibit together with the Master Agreement Attachment A shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

6. In the event of any conflict or inconsistency between this First Amendment and the Master Agreement Attachment A, the provisions of this First Amendment and Exhibit A1 shall control, but only to the extent necessary to resolve the conflict or inconsistency.

7. This First Amendment may be executed in counterparts, which together shall comprise a single instrument.

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to the Master Agreement Attachment A to be executed on the day and year first appearing above.

CITY OF HUNTINGTON PARK:

By: _____
Edgar P. Cisneros
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

Date: _____

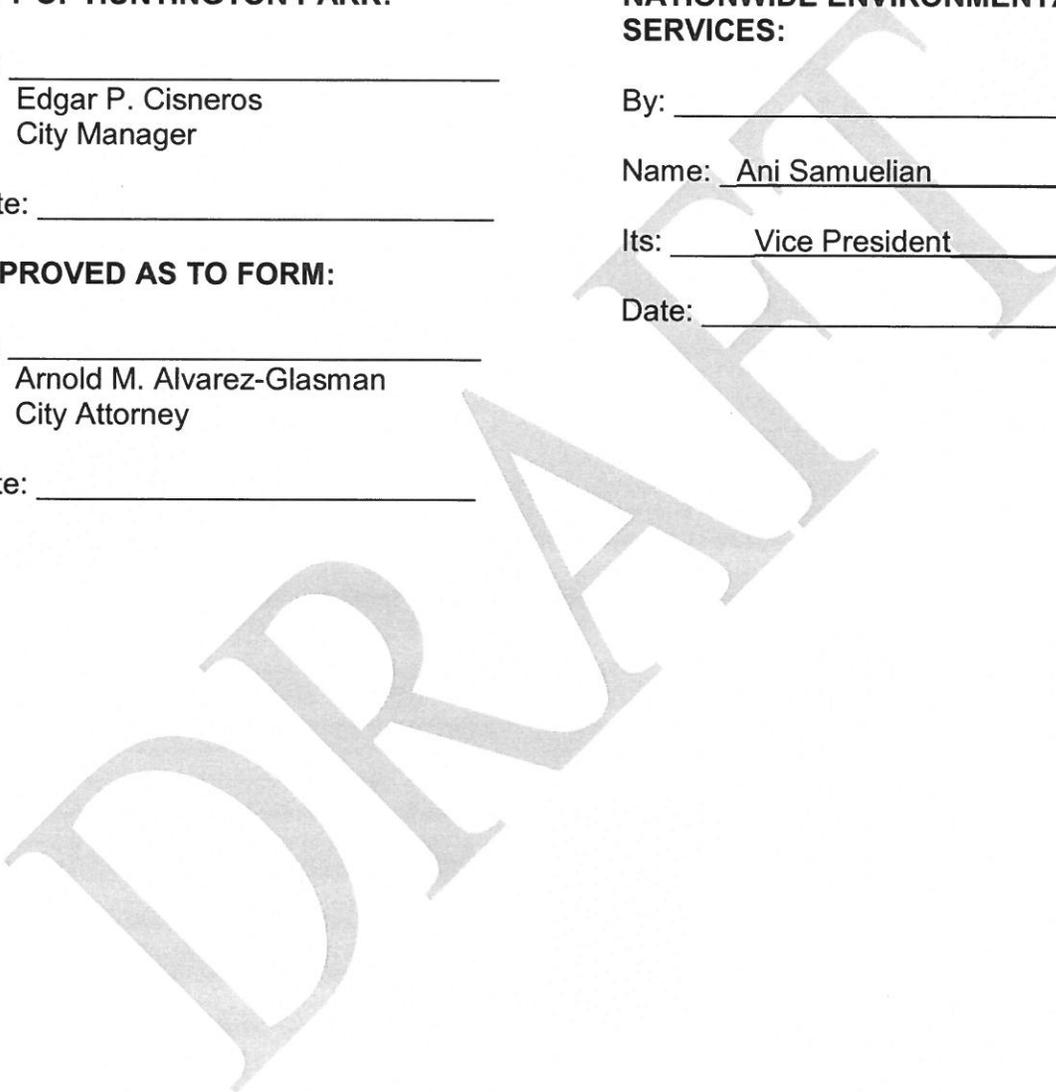
NATIONWIDE ENVIRONMENTAL SERVICES:

By: _____

Name: Ani Samuelian

Its: Vice President

Date: _____



ATTACHMENT "B"



BUS STOP CLEANING SERVICES

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **May 1, 2016** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Nationwide Environmental Services, div. of Joe's Sweeping, Inc. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

I.

ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of 1 year commencing from **May 1, 2016**. Upon the conclusion of the term, this agreement may be renewed with City Manager or City Council approval for a maximum of two (2) 1-year extensions of term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided for in Section 5
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A.

- A. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$111,462.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an invoice indicating the services and tasks performed during the recently concluded calendar month,. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, Director of Public Work, Engineer and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of

this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION:

CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY'S willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized

disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have

an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would

not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or

normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of 90 calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section. All determinations on behalf of the City under this paragraph 5.1 shall be made by the City Council.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. All determinations on behalf of the City under this paragraph 5.2 shall be made by the City Council. Either Party hereto may give the other party written notice of any dispute with respect to this Agreement. Such notice shall specify a date and location for a meeting of the Parties hereto at which such Parties shall attempt to resolve such dispute.

- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within fifteen (15) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 15-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 15-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds thirty (30) calendar days from the end of the initial 15-day cure period; or
 - ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 15-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 15-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 15-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;

- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data, to the extent it exists, shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall

require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Nationwide Environmental Services
Vice President
11914 Front Street
Norwalk, CA 90650
Attn: Ani Samuelian
Phone: (562) 860-0604
Fax: (562) 868-5726

CITY:

City of Huntington Park
Public Works Dept.
Acting Public Works Director and
City Engineer
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Michael Ackerman
Phone: (323) 584-6253
Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

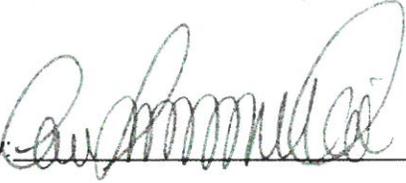
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

**NATIONWIDE ENVIRONMENTAL SERVICES
div. of JOE'S SWEEPING, INC.**

By: 
Edgar Cisneros
City Manager

By: 

Name: Ani Samuelian

Title: Vice President

APPROVED AS TO FORM:

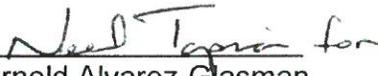
By:  for
Arnold Alvarez-Glasman
City Attorney

EXHIBIT A SCOPE OF SERVICES

The Bus Stop and Parklets scope of services is divided into Service Area Categories A, B, and C. Each category level varies depending upon the frequency of service (see Attachment "A"). The contractor is to furnish all labor, materials (excluding water), tools equipment and supervision. The Contractor shall provide permits required by any government agency regarding bus stop and parklet cleaning ~~and graffiti removal~~ ^{AS.} ^{MA} services for the City. Subcontractors shall be approved by the City's Public Works Department prior to commencing work. The winning Contractor shall be required to conduct a pre-award work sample to show competence. The scope of services includes all bus stops and parklets located within the City. All stops are categorized into three categories: A, B, and C type stops, which are based on the type of structure, signage, and other amenities such as benches, trash receptacles, pavement style, and the frequency of service.

Service Level Category A (Weekly)

Category A bus stops and parklets are typically located in the most heavily trafficked areas of the City. This category most frequently consists of a bus sign, benches, trash receptacles and/or a shelter for bus stops and a seating area and shade structure for parklets. Category A bus stops located within the City are listed in Attachment A. The following is the Scope of Services and the frequency in which the work shall be performed for Category A and bus stop and parklets.

Steam clean (not rinse) the bus stop hardscapes once a week; this includes the shelter, bus bench, pole signage posts, signs and trash receptacles; the steam clean operation shall include the removal of all graffiti, litter, gum, grease, and stains with the bus stop zone area. The bus stop zone area is approximately 20 feet in length and a width equal to the City right of way (ROW), which approximately extends from the gutter to the Sidewalks far edge.

^{AS.}
^{MA} ~~Empty all refuse receptacles within the bus zone area. This includes replacing of the trash cans liners with black liners.~~ All trash collected can be disposed of at the City of Huntington Park's City Yard. All pressure washing equipment used shall be a minimum of five (5), gallons per minute (3,000 psi) of water only, no detergent and /or any chemicals, and produce a temperature of not less than 180 degrees. Remove unauthorized postings affixed to any part of the shelter or signage. Missing bus stop poles and/or signs shall be reported to the Public Works Department with 24 hours. Remove and report any graffiti to Public Works within 24 hours.

For Parklets hose only entire structure, furniture, and shade system, graffiti removal, and water plants.

Service Level Category B (Every Other Week)

Category B bus stops are typically characterized by bus bench(s), trash receptacle(s) and sign(s) and are located within the City per Attachment A. The scope of service for Category B is the same as Category A with the exception that the frequency of cleaning shall be every other week.

Service Level Category C (Monthly)

Category C bus stops are typically characterized by a sign and trash receptacle. Category C locations within the City are per Attachment A. The scope of service for Category C is the same as Category A with the exception that the frequency of cleaning shall occur monthly.

ATTACHMENT A

No.	Address	Location	Category A	Category B	Category C	Categories
1	3471	N/S of Florence W/O Salt Lake	X			A
2	3470	S/S of Florence W/O California			X	C
3	3401	N/S of Florence W/O Bissell	X			A
4	3420	S/S of Florence W/O Bissell	X			A
5	3205	N/S of Florence W/O State	X			A
6	3234	S/S of Florence E/O State	X			A
7	3203	N/S of Florence E/O Plaska		X		B
8	3416	S/S of Florence W/O State	X			A
9	3101	N/S of Florence E/O Mission Place	X			A
10	3100	S/S of Florence W/O Mission Place	X			A
11	3036	S/S of Florence between Cedar & Arbutus	X			A
12	2911	N/S of Florence E/O Mountain View	X			A
13	2721	N/S of Florence W/O Stafford	X			A
14	2667	N/S of Florence E/O Rita	X			A
15	2545	N/S of Florence W/O Pacific	X			A
16	2543	N/S of Florence E/O Rugby	X			A
17	2507	N/S of Florence E/O Malabar	X			A
18	2323	N/S of Florence W/O Santa Fe	X			A
19	2111	N/S of Florence E/O Alameda	X			A
20	1957	N/S of Florence E/O Wilson		X		B
21	1903	N/S of Gage E/O Wilmington	X			A
22	2010	S/S of Gage E/O Alameda		X		B
23	2200	S/S of Gage E/O Albany			X	C
24	2125	N/S of Gage W/O Albany			X	C
25	2316	N/S of Gage W/O Santa Fe	X			A
26	2416	S/S of Gage E/O Santa Fe	X			A
27	2480	S/S of Gage W/O Malabar	X			A
28	2501	N/S of Gage E/O Malabar	X			A
29	2606	S/S of Gage E/O Pacific	X			A
30	2607	N/S of Gage E/O Pacific	X			A
31	2670	S/S of Gage W/O Seville	X			A
32	2701	N/S of Gage E/O Seville	X			A
33	2822	S/S of Gage W/O Miles	X			A

34	2851	N/S of Gage E/O Miles	X			A
35	2970	S/S of Gage W/O Marconi	X			A
36	2967	N/S of Gage W/O Marconi	X			A
37	3084	S/S of Gage W/O State	X			A
38	3101	N/S of Gage E/O Salt Lake	X			A
39	3224	S/S of Gage W/O Hood	X			A
40	3231	N/S of Gage E/O Hood	X			A
41	3290	S/S of Gage W/O Hollenbeck			X	C
42	3303	N/S of Gage E/O Hollenbeck	X			A
43	3382	S/S of Gage W/O Salt Lake	X			A
44	2461	N/S of Gage E/O State	X			A
45	3090	S/S of Slauson W/O State	X			A
46	3000	N/S of Slauson - E/O of Bickett St			X	C
47	3001	S/S of Slauson - E/O of Bickett St			X	C
48	2801	N/S Slauson - W/O Soto Ave		X		B
49	2780	S/S of Slauson - W/O Templeton St	X			A
50	2675	N/S of Slauson - W/O Seville Ave		X		B
51	2674	S/S of Slauson - W/O Seville Ave	X			A
52	2600	S/S of Slauson - E/O Pacific	X			A
53	2580	S/S of Slauson - W/O Pacific Ave	X			A
54	2581	N/S Slauson - W/O Pacific Ave	X			A
55	2401	N/S of Slauson - E/O Santa Fe Ave	X			A
56	2360	S/S of Slauson - W/O Santa Fe Ave	X			A
57	2020	S/S of Slauson - W/O Regent			X	C
58	1900	S/S of Slauson - W/O Alameda		X		B
59	6407	W/S of Santa Fe - S/O Gage Ave		X		B
60	6601	W/S of Santa Fe - S/O Zoe		X		B
61	6602	E/S Santa Fe - S/O Zoe Ave		X		B
62	6905	W/S Santa Fe - S/O Saturn		X		B
63	6822	E/S of Santa Fe - N/O Saturn Ave		X		B
64	6000	E/S of Pacific - S/O Belgrave	X			A
65	5965	W/S of Pacific - N/O Belgrave	X			A
66	5901	W/S of Pacific - S/O Slauson	X			A

67	5900	E/S of Pacific – S/O Slauson Ave	X			A
68	5861	W/S of Pacific - N/O Slauson Ave	X			A
69	5702	E/S of Pacific - S/O 57th St	X			A
70	5621	W/S of Pacific - N/O 57th St	X			A
71	5420	E/S of Pacific - N/O 55th St	X			A
72	5225	W/S of Pacific - N/O 55th St	X			A
73	6901	W/S of State - S/O Slauson	X			A
74	7221	W/S of State - N/O Walnut			X	C
75	7420	W/S of State - N/O Live Oak			X	C
76	7653	W/S of State - S/O Hope		X		B
77	7620	E/S of State - N/O Hope			X	C
78	7722	W/S of State - N/O Olive			X	C
79	7719	E/S of State - N/O Olive		X		B
80	7865	W/S of State - N/O Broadway	X			A
81	7900	E/S of State - S/O Broadway		X		B
82	8021	W/S of State - N/O Santa Ana	X			A
83	8020	E/S of State - N/O Santa Ana		X		B
84	3259	N/S of Santa Ana - E/O State		X		B
85	3475	N/S of Santa Ana - W/O California Ave.		X		B
86		W/S of State St S/O 61st.			X.	C
87		N/S of Slauson E/O Templeton		X		B
88		N/S of Santa Ana between State and California Ave.			X	C
89		N/S of Santa Ana E/O Otis			X	C
90		N/S of Gage W/O Alameda			X	C
91		E/S of State N/O Live Oak			X	C
* 92	6706	Pacific Blvd	X			A
* 93	6135	Pacific Blvd	X			A
* 94	6101	Pacific Blvd	X			A

AS. MA * parklets

BID SCHEDULE

Bus Shelter and Parklet maintenance services shall be bid upon separately from Graffiti Removal maintenance services. The City reserves the right to award any, all, and/or no portions of work to bidding Contractors or divide the work between multiple contractors.

BUS STOP AND PARKLETS MAINTENANCE SERVICES

Service Level Category A - \$ 31.60 per location per week
Qty. 60

Service Level Category B - \$ 19.50 per location every other week
Qty. 18

Service Level Category C - \$ 19.50 per location once a month.
Qty. 16

Total \$ 111,462.00 per year.

AS.
MA

~~* Parklets \$ 95.00 per location per week~~

* Above prices do not include emptying trash from the receptacles or replacing liners since United Pacific Waste currently provides these services under its trash hauling agreement.

GRAFFITI REMOVAL MAINTENANCE SERVICES

Total \$ NO BID per year.

\$ NO BID Location/Emergency Request

ATTACHMENT "C"

REVISED EXHIBIT A-1 SCOPE OF SERVICES

The Bus Stop and Parklets scope of services is divided into Service Area Categories A, B, and C. Each category level varies depending upon the frequency of service (see Attachment "A"). The contractor is to furnish all labor, materials (excluding water), tools equipment and supervision. The Contractor shall provide permits required by any government agency regarding bus stop and parklet cleaning for the City. Subcontractors shall be approved by the City's Public Works Department prior to commencing work. The winning Contractor shall be required to conduct a pre-award work sample to show competence. The scope of services includes all bus stops and parklets located within the City. All stops are categorized into three categories: A, B, and C type stops, which are based on the type of structure, signage, and other amenities such as benches, trash receptacles, pavement style, and the frequency of service.

Service Level Category A and B (Weekly)

Category A bus stops and parklets are typically located in the most heavily trafficked areas of the City. This category most frequently consists of a bus sign, benches, trash receptacles and/or a shelter for bus stops and a seating area and shade structure for parklets. Category B bus stops are typically characterized by bus bench(s), trash receptacle(s) and sign(s). Category A and B bus stops located within the City are listed in Attachment A. The following is the Scope of Services and the frequency in which the work shall be performed for Category A and B bus stop and parklets.

Steam clean (not rinse) the bus stop hardscapes once a week; this includes the shelter, bus bench, pole signage posts, signs and trash receptacles; the steam clean operation shall include the removal of all graffiti, litter, gum, grease, and stains with the bus stop zone area. The bus stop zone area is approximately 20 feet in length and a width equal to the City right of way (ROW), which approximately extends from the gutter to the sidewalks far edge.

Empty all refuse receptacles within the bus zone area. This includes replacing of the trash cans liners with black liners. All trash collected can be disposed of at the City of Huntington Park's City Yard. All pressure washing equipment used shall be a minimum of five (5), gallons per minute (3,000 psi) of water only, no detergent and /or any chemicals, and produce a temperature of not less than 180 degrees. Remove unauthorized postings affixed to any part of the shelter or signage. Missing bus stop poles and/or signs shall be reported to the Public Works Department with 24 hours. Remove and report any graffiti to Public Works within 24 hours.

For parklets hose only entire structure, furniture, and shade system, graffiti removal, and water plants.

Service Level Category C (Monthly)

Category C bus stops are typically characterized by a sign and trash receptacle. Category C locations within the City are per Attachment A. The scope of service for Category C is the same as Category A and B with the exception that the frequency of cleaning shall occur monthly.

REVISED ATTACHMENT A of MASTER AGREEMENT

City of Huntington Park

Bus Stop, Shelter, Bench and Trash Receptacle Locations

No.	Address	Street	Cross Street	Category (A & B) - Weekly			Category (C) - Monthly
				Shelter	Bench	Receptacle	Sign/Receptacle
1	1957	Florence Ave (North Side)	East of Wilson Ave		0	1	
2	2101	Florence Ave (North Side)	East of Alameda St.	16'	2	3	
3	2323	Florence Ave (North Side)	West of Santa Fe Ave	16'	2	2	
4	2507	Florence Ave (North Side)	East of Malabar Ave	11'	1	2	
5	2543	Florence Ave (North Side)	East of Rugby Ave	16'	2	3	
6	2667	Florence Ave (North Side)	East of Rita Ave		1	2	
7	2721	Florence Ave (North Side)	West of Stafford Ave	8'	1	1	
8	2911	Florence Ave (North Side)	East of Mountain View	16'	2	2	
9	3101	Florence Ave (North Side)	East of Mission Place	8'	1	1	
10	3036	Florence Ave (South Side)	Between Cedar Ave & Arbutus Ave	8'	1	1	
11	3100	Florence Ave (South Side)	West of Mission Pl	8'	1	1	
12	3234	Florence Ave (South Side)	East of State St.	16'	2	1	
13	3410	Florence Ave (South Side)	West of Bissell St.	8'	1	1	
14	3480	Florence Ave (South Side)	West of California Ave		0	1	
15	3624	Florence Ave (South Side)	East of Salt Lake Ave				x
16	3205	Florence Ave (North Side)	West of State St	16'	2	3	
17	3401	Florence Ave (North Side)	West of Bissell St	8'	1	1	
18	3471	Florence Ave (north Side)	West of Salt Lake Ave	11'	1	0	
19	1901	Gage Ave (North Side)	East of Wilmington Ave	11'	1	1	
20	1991	Gage Ave (North Side)	West of Alameda Ave.				x
21	2125	Gage Ave (North Side)	West of Albany				x
22	2316	Gage Ave (North Side)	West of Santa Fe Ave	16'	2	1	
23	2461	Gage Ave (North Side)	East of State St.	11'	1	1	
24	2505	Gage Ave (North Side)	East of Malabar Ave	11'	1	1	
25	2607	Gage Ave (North Side)	East of Pacific Ave	16'	3	2	
26	2701	Gage Ave (North Side)	East of Seville Ave	8'	1	1	
27	2851	Gage Ave (North Side)	East of Miles Ave	16'	2	1	
28	2967	Gage Ave (North Side)	West of Marconi St.	8'	1	1	
29	3231	Gage Ave (North Side)	East of Hood Ave	8'	1	1	
30	3303	Gage Ave (North Side)	East of Hollenbeck St.	11'	1	1	
31	3477	Gage Ave (North Side)	East of Salt Lake Ave	11'	1	1	
32	2000	Gage Ave (South Side)	East of Alameda St.				x

No.	Address	Street	Cross Street	Category (A & B) - Weekly			Category (C) - Monthly
				Shelter	Bench	Receptacle	Sign/Receptacle
33	2200	Gage Ave (South Side)	East of Albany St				x
34	2416	Gage Ave (South Side)	East of Santa Fe Ave		0	1	
35	2480	Gage Ave (South Side)	West of Malabar Ave	8'	1	1	
36	2606	Gage Ave (South Side)	East of Pacific Ave	16' & 16'	6	4	
37	2670	Gage Ave (South Side)	West of Seville Ave	11'	1	1	
38	2822	Gage Ave (South Side)	West of Miles Ave	11'	1	1	
39	2970	Gage Ave (South Side)	West of Marconi St	8'	1	1	
40	3084	Gage Ave (South Side)	West of State St	16'	2	1	
41	3224	Gage Ave (South Side)	West of Hood Ave	8'	1	1	
42	3290	Gage Ave (South Side)	West of Hollenbeck St.				x
43	3382	Gage Ave (South Side)	West of Salt Lake Ave	11'	1	1	
44	5420	Pacific Blvd (East Side)	North of 55th St.	22'	2	1	
45	5702	Pacific Blvd (East Side)	South of 57th St.	22'	2	2	
46	5900	Pacific Blvd (East Side)	South of Slauson Ave	22'	2	2	
47	6000	Pacific Blvd (East Side)	South of Belgrave Ave	8' & 19'	3	2	
103	6100	Pacific Blvd (East Side)	South of Randolph St	22' & 8'	3	3	
102	6334	Pacific Blvd (East Side)	North of Gage Ave	19' & 19'	4	3	
101	6510	Pacific Blvd (East Side)	North of Zoe Ave	19' & 19'	4	3	
49	6706	Pacific Blvd (East Side)	Pacific Ave (Parklet)			1	
100	6726	Pacific Blvd (East Side)	North of Saturn Ave	19'	2	3	
99	7102	Pacific Blvd (East Side)	North of Florence Ave	19' & 8'	3	3	
50	7140	Pacific Blvd (East side)	Pacific Ave (Parklet)			1	
51	5225	Pacific Blvd (West Side)	North of 55th St.	22'	2	2	
52	5621	Pacific Blvd (West Side)	North of 57th St.	22'	2	1	
53	5861	Pacific Blvd (West Side)	North of Slauson Ave	22'	2	2	
54	5901	Pacific Blvd (West Side)	South of Slauson Ave		1	1	
55	5965	Pacific Blvd (West Side)	North of Belgrave Ave	19' & 8'	3	2	
48	6065	Pacific Blvd (West Side)	North of Randolph St	22'	2	2	
56	6101	Pacific Blvd (West Side)	Pacific Ave (Parklet)			1	
57	6135	Pacific Blvd (West Side)	Pacific Ave (Parklet)			1	
104	6325	Pacific Blvd (West Side)	South of Clarendon Ave	19' & 19'	4	3	
105	6503	Pacific Blvd (West Side)	South of Gage Ave	19' & 19'	4	3	
106	6719	Pacific Blvd (West Side)	South of Zoe Ave	19' & 19'	4	3	
107	7025	Pacific Blvd (West Side)	South of Saturn Ave	16' & 8'	3	3	
108	TBD	Pacific Blvd (TBD)	TBD	TBD - Rapid	TBD	TBD	
109	TBD	Pacific Blvd (TBD)	TBD	TBD - Rapid	TBD	TBD	
58	3241	Santa Ana (North Side)	East of State St.				x

No.	Address	Street	Cross Street	Category (A & B) - Weekly			Category (C) - Monthly
				Shelter	Bench	Receptacle	Sign/Receptacle
61	3329	Santa Ana (North Side)	East of State St.				x
60	3471	Santa Ana (North Side)	West of California Ave				x
59	4201	Santa Ana (North Side)	East of Otis Ave.				x
62	6602	Santa Fe Ave (East side)	South of Zoe Ave		1	0	
63	6822	Santa Fe Ave (East side)	North of Saturn Ave		1	0	
64	6407	Santa Fe Ave (West side)	South of Gage Ave		2	0	
65	6601	Santa Fe Ave (West side)	South of Zoe Ave		1	0	
66	6905	Santa Fe Ave (West side)	South of Saturn Ave		2	0	
73	2021	Slauson Ave (North side)	East of Regent St.				x
67	2401	Slauson Ave (North Side)	East of Santa Fe Ave	8'	1	1	
68	2581	Slauson Ave (North Side)	West of Pacific Ave		2	0	
69	2675	Slauson Ave (North Side)	West of Seville Ave		1	1	
70	2801	Slauson Ave (North Side)	West of Soto St.		2	1	
80	3001	Slauson Ave (North Side)	East of Bickett St.				x
71	1900	Slauson Ave (South Side)	West of Alameda St.		1	0	
72	2020	Slauson Ave (South Side)	West of Regent St.				x
74	2360	Slauson Ave (South Side)	West of Santa Fe Ave	8'	1	1	
75	2580	Slauson Ave (South Side)	West of Pacific Ave		2	1	
76	2600	Slauson Ave (South Side)	East of Pacific Ave		2	1	
77	2674	Slauson Ave (South Side)	West of Seville Ave	16'	2	2	
78	2780	Slauson Ave (South Side)	West of Templeton St	11'	1	1	
79	3000	Slauson Ave (South Side)	East of Bickett St.				
81	3090	Slauson Ave (South Side)	West of State Street	8'	1	1	
83	5808	Soto St (East side)	North of Slauson Ave	11'	1	1	
82	5625	Soto St (West side)	North of 57th St.		1	1	
84	6334	State St (East Side)	North of Gage Ave				x
85	6333	State St (West Side)	North of Gage Ave				x
86	7412	State St. (East Side)	North of Live Oak Ave.				x
87	7620	State St. (East Side)	North of Hope St.				x
88	7719	State St. (East Side)	North of Olive St.		0	1	x
89	7900	State St. (East Side)	South of Broadway				x
90	8020	State St. (East Side)	North of Santa Ana St.		0	1	
91	5901	State St. (West Side)	South of Slauson Ave	8'	1	1	
92	6123	State St. (West Side)	North of Randolph St				x
93	7221	State St. (West Side)	North of Walnut St.		1	1	
94	7420	State St. (West Side)	North of Live Oak St.				x
95	7653	State St. (West Side)	South of Hope St.		0	1	

No.	Address	Street	Cross Street	Category (A & B) - Weekly			Category (C) - Monthly
				Shelter	Bench	Receptacle	Sign/Receptacle
96	7722	State St. (West Side)	North of Olive St.		0	1	
97	7865	State St. (West Side)	North of Broadway	8'	1	1	
98	8021	State St. (West Side)	North of Santa Ana St.	16'	1	1	
			Total	71	131	118	21
	Grand Total Bus Shelter	71 + TBD					
	Grand Total Benches	131 + TBD					
	Grand Total Receptacles	118 + TBD					

ATTACHMENT "D"

U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS
 Western Information Office, 90 7th St., Suite 14-100, San Francisco, CA 94103
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LOS ANGELES-RIVERSIDE-ORANGE CO. CA

Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

YEAR													SEMIANNUAL		
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	1ST HALF	2ND HALF	ANNUAL AVERAGE
1998	161.0	161.1	161.4	161.8	162.3	162.2	162.1	162.6	162.6	163.2	163.4	163.5	161.6	162.9	162.3
1999	164.2	164.6	165.0	166.6	166.2	165.4	165.8	166.3	167.2	167.2	167.1	167.3	165.3	166.8	166.1
2000	167.9	169.3	170.7	170.6	171.1	171.0	171.7	172.2	173.3	173.8	173.5	173.5	170.1	173.0	171.6
2001	174.2	175.4	176.2	176.6	177.5	178.9	178.3	178.4	178.8	178.3	178.1	177.1	176.5	178.2	177.3
2002	178.9	180.1	181.1	182.2	182.6	181.9	182.2	183.0	183.4	183.7	184.0	183.7	181.1	183.3	182.2
2003	185.2	186.5	188.2	187.6	186.4	186.3	186.3	186.9	188.2	187.8	187.1	187.0	186.7	187.2	187.0
2004	188.5	190.1	191.5	191.9	193.3	193.7	193.4	193.1	194.5	196.3	196.9	195.2	191.5	194.9	193.2
2005	195.4	197.4	199.2	201.1	201.5	200.7	201.4	203.1	205.8	206.9	205.6	203.9	199.2	204.5	201.8
2006	206.0	207.5	208.5	210.5	212.4	211.1	211.4	211.9	212.9	211.4	211.1	210.6	209.3	211.6	210.4
2007	212.584	214.760	216.500	217.845	218.596	217.273	217.454	217.330	217.697	218.696	219.943	219.373	216.260	218.416	217.338
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	224.377	225.638	225.008
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	221.943	224.495	223.219
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.491	226.298	225.894
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.606	232.251	231.928
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	235.807	237.488	236.648
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.229	239.185	239.207
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.122	242.746	242.434
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	243.313	245.951	244.632
2016	247.155	247.113	247.873	248.368	249.554 ^R	249.789 ^R	249.784 ^R	249.700 ^R	250.145	251.098	250.185	250.189	248.309 ^R	250.184	249.246
2017	252.373	253.815													

Table of over-the-year percent increases. An entry for Feb. 2006 indicates the percentage increase from Feb. 2005 to Feb. 2006.

1999	2.0	2.2	2.2	3.0	2.4	2.0	2.3	2.3	2.8	2.5	2.3	2.3	2.3	2.4	2.3
2000	2.3	2.9	3.5	2.4	2.9	3.4	3.6	3.5	3.6	3.9	3.8	3.7	2.9	3.7	3.3
2001	3.8	3.6	3.2	3.5	3.7	4.6	3.8	3.6	3.2	2.6	2.7	2.1	3.8	3.0	3.3
2002	2.7	2.7	2.8	3.2	2.9	1.7	2.2	2.6	2.6	3.0	3.3	3.7	2.6	2.9	2.8
2003	3.5	3.6	3.9	3.0	2.1	2.4	2.3	2.1	2.6	2.2	1.7	1.8	3.1	2.1	2.6
2004	1.8	1.9	1.8	2.3	3.7	4.0	3.8	3.3	3.3	4.5	5.2	4.4	2.6	4.1	3.3
2005	3.7	3.8	4.0	4.8	4.2	3.6	4.1	5.2	5.8	5.4	4.4	4.5	4.0	4.9	4.5
2006	5.4	5.1	4.7	4.7	5.4	5.2	5.0	4.3	3.4	2.2	2.7	3.3	5.1	3.5	4.3
2007	3.2	3.5	3.8	3.5	2.9	2.9	2.9	2.6	2.3	3.5	4.2	4.2	3.3	3.2	3.3
2008	3.9	3.1	3.3	3.1	3.7	5.4	5.7	5.1	4.5	3.4	1.0	0.1	3.8	3.3	3.5
2009	-0.1	0.0	-1.0	-1.3	-1.8	-2.2	-2.6	-1.7	-1.0	-0.4	0.9	1.8	-1.1	-0.5	-0.8
2010	1.8	1.4	1.9	1.9	1.8	0.9	0.9	0.8	0.4	0.7	0.7	1.3	1.6	0.8	1.2
2011	1.8	2.3	3.0	3.3	3.1	2.9	2.4	2.4	3.1	2.8	3.0	2.2	2.7	2.6	2.7
2012	2.1	2.1	2.0	1.5	1.6	1.6	1.9	2.3	2.2	3.0	2.1	1.9	1.8	2.3	2.0
2013	2.0	2.2	1.3	0.9	1.0	1.4	1.3	0.8	0.6	-0.1	0.4	1.1	1.5	0.7	1.1
2014	0.8	0.5	1.0	1.4	1.7	1.8	2.0	1.8	1.7	1.4	1.3	0.7	1.2	1.5	1.3
2015	-0.1	0.1	0.5	0.5	1.1	0.8	1.4	1.1	0.7	1.0	1.6	2.0	0.5	1.3	0.9
2016	3.1	2.4	1.7	2.0	1.4 ^R	1.8 ^R	1.1 ^R	1.4 ^R	1.9	2.2	1.8	2.0	2.1 ^R	1.7	1.9
2017	2.1	2.7													

R = Revised

U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS
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LOS ANGELES-RIVERSIDE-ORANGE CO. CA

Consumer Price Index, All Items, 1982-84=100 for Urban Wage Earners and Clerical Workers (CPI-W)

SEMIANNUAL

YEAR	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SEMIANNUAL		ANNUAL AVERAGE
													1ST HALF	2ND HALF	
1998	155.1	155.0	155.1	155.6	156.2	156.1	155.9	156.1	156.1	156.8	157.0	157.2	155.5	156.5	156.0
1999	157.8	158.1	158.3	160.1	159.7	158.9	159.2	159.8	160.7	160.7	160.6	160.9	158.8	160.3	159.6
2000	161.3	162.4	163.9	164.0	164.4	164.3	165.0	165.3	166.3	166.9	166.6	166.7	163.4	166.1	164.8
2001	167.3	168.3	169.1	169.6	170.5	171.9	171.3	171.1	171.5	171.0	170.7	169.7	169.5	170.9	170.2
2002	171.5	172.8	173.8	174.8	175.4	174.7	175.0	175.6	176.3	176.5	177.0	176.7	173.8	176.2	175.0
2003	177.8	179.6	181.6	180.9	179.9	179.6	179.6	180.5	181.9	181.2	180.5	180.2	179.9	180.7	180.3
2004	181.7	183.4	184.9	185.2	186.8	187.4	186.8	186.5	187.8	189.8	190.3	188.5	184.9	188.3	186.6
2005	188.5	190.3	192.1	194.2	194.6	193.7	194.6	196.4	199.0	200.0	198.4	196.5	192.2	197.5	194.9
2006	198.3	199.9	200.8	202.9	205.0	204.2	204.5	205.0	205.3	203.5	203.3	202.9	201.9	204.1	203.0
2007	204.498	206.632	208.929	210.195	211.145	209.614	209.444	209.240	209.849	211.259	212.844	212.282	208.502	210.820	209.661
2008	213.825	214.231	216.493	217.914	219.702	222.435	223.245	221.230	220.285	218.726	214.083	211.007	217.433	218.096	217.765
2009	212.454	213.234	213.013	213.405	214.446	216.145	216.128	216.628	217.302	217.474	216.618	216.233	213.783	216.730	215.257
2010	217.290	217.090	218.157	218.475	218.787	218.222	218.367	218.752	218.427	219.339	218.694	219.619	218.004	218.866	218.435
2011	221.540	222.814	225.770	227.051	226.842	225.461	224.277	224.665	226.096	228.116	225.786	224.444	224.913	225.231	225.072
2012	226.245	227.585	230.281	230.023	230.180	228.917	228.446	230.229	231.085	233.431	230.426	228.940	228.872	230.426	229.649
2013	230.651	232.983	233.200	232.030	232.387	232.378	232.190	232.245	232.817	232.735	231.598	231.594	232.271	232.197	232.234
2014	232.578	233.886	235.500	235.717	236.647	236.880	236.963	236.504	236.451	235.921	233.896	232.330	235.201	235.344	235.273
2015	231.063	232.975	235.991	235.697	238.816	237.792	239.889	238.755	237.324	237.472	237.190	236.787	235.389	237.903	236.646
2016	238.609	238.262	239.146	239.536	240.320 ¹	240.522 ²	240.580 ²	240.267 ²	240.851	241.932	240.809	240.846	239.399 ¹	240.881	240.140
2017	242.735	244.254													

Table of over-the-year percent increases. An entry for Feb. 2006 indicates the percentage increase from Feb. 2005 to Feb. 2006.

1999	1.7	2.0	2.1	2.9	2.2	1.8	2.1	2.4	2.9	2.5	2.3	2.4	2.1	2.4	2.3
2000	2.2	2.7	3.5	2.4	2.9	3.4	3.6	3.4	3.5	3.9	3.7	3.6	2.9	3.6	3.3
2001	3.7	3.6	3.2	3.4	3.7	4.6	3.8	3.5	3.1	2.5	2.5	1.8	3.7	2.9	3.3
2002	2.5	2.7	2.8	3.1	2.9	1.6	2.2	2.6	2.8	3.2	3.7	4.1	2.5	3.1	2.8
2003	3.7	3.9	4.5	3.5	2.6	2.8	2.6	2.8	3.2	2.7	2.0	2.0	3.5	2.6	3.0
2004	2.2	2.1	1.8	2.4	3.8	4.3	4.0	3.3	3.2	4.7	5.4	4.6	2.8	4.2	3.5
2005	3.7	3.8	3.9	4.9	4.2	3.4	4.2	5.3	6.0	5.4	4.3	4.2	3.9	4.9	4.4
2006	5.2	5.0	4.5	4.5	5.3	5.4	5.1	4.4	3.2	1.8	2.5	3.3	5.0	3.3	4.2
2007	3.1	3.4	4.0	3.6	3.0	2.7	2.4	2.1	2.2	3.8	4.7	4.6	3.3	3.3	3.3
2008	4.6	3.7	3.6	3.7	4.1	6.1	6.6	5.7	5.0	3.5	0.6	-0.6	4.3	3.5	3.9
2009	-0.6	-0.5	-1.6	-2.1	-2.4	-2.8	-3.2	-2.1	-1.4	-0.6	1.2	2.5	-1.7	-0.6	-1.2
2010	2.3	1.8	2.4	2.4	2.0	1.0	1.0	1.0	0.5	0.9	1.0	1.6	2.0	1.0	1.5
2011	2.0	2.6	3.5	3.9	3.7	3.3	2.7	2.7	3.5	3.1	3.2	2.2	3.2	2.9	3.0
2012	2.1	2.1	2.0	1.3	1.5	1.5	1.9	2.5	2.2	3.2	2.1	2.0	1.8	2.3	2.0
2013	1.9	2.4	1.3	0.9	1.0	1.5	1.6	0.9	0.7	-0.3	0.5	1.2	1.5	0.8	1.1
2014	0.8	0.4	1.0	1.6	1.8	1.9	2.1	1.8	1.6	1.4	1.0	0.3	1.3	1.4	1.3
2015	-0.7	-0.4	0.2	0.0	0.9	0.4	1.2	1.0	0.4	0.7	1.4	1.9	0.1	1.1	0.6
2016	3.3	2.3	1.3	1.6	0.6 ¹	1.1 ²	0.3 ²	0.6 ²	1.5	1.9	1.5	1.7	1.7 ¹	1.3	1.5
2017	1.7	2.5													

R = Revised

CITY OF HUNTINGTON PARK

City Council Meeting Agenda
Tuesday, April 18, 2017

REGULAR AGENDA

PUBLIC WORKS

12. Update by TLC (Tree Trimming)

- Update ONLY -

CITY OF HUNTINGTON PARK

City Council Meeting Agenda
Tuesday, April 18, 2017

REGULAR AGENDA

PUBLIC WORKS

13. **Presentation on Formation of a Regional Joint Powers Authority for an Electric Utility Known as Los Angeles Community Choice Energy (LACCE) Authority**

- Discussion and/or Action -



CITY OF HUNTINGTON PARK
Parks and Recreation Department
City Council Agenda Report

April 18, 2017

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS TO THE URBAN GREENING PROGRAM TO DEVELOP HUNTINGTON PARK LINEAR PARK PROVIDING CONNECTIVITY, INCREASING OPEN SPACE AND PHYSICAL ACTIVITY OPPORTUNITIES FOR THE COMMUNITY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2017-10, approving the application for grant funds to the Urban Greening Program for the development of Huntington Park Linear Park to increase the open space, provide connectivity, and increase physical activity options for the community; and
2. Authorize the Director of Parks and Recreation to partner with the Trust for Public Land and to execute and submit all related grant application documents.

BACKGROUND

The California Natural Resources Agency (Agency) was allocated \$80 million to its Urban Greening Program specifically for green infrastructure projects that reduce greenhouse gas (GHG) emissions and provide multiple benefits.

All projects are required to show a net GHG benefit and provide multiple other benefits. In order to quantify GHG emission reductions, projects must include at least one of the following project activities:

- Sequester and store carbon by planting trees
- Reduce building energy use by strategically planting trees to shade buildings
- Reduce commute vehicle miles traveled by constructing bicycle paths, bicycle lanes or pedestrian facilities that provide safe routes for travel between residences, workplaces, commercial centers, and schools.

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS TO THE URBAN GREENING PROGRAM TO DEVELOP HUNTINGTON PARK LINEAR PARK PROVIDING CONNECTIVITY, INCREASING OPEN SPACE AND PHYSICAL ACTIVITY OPPORTUNITIES FOR THE COMMUNITY

April 18, 2017

Page 2 of 2

The Parks and Recreation Department has partnered with The Trust for Public Land organization to execute and submit all related grant application documents for the Urban Greening Program. Per the eligibility criteria of the grant, the project is a six acre and ½ mile linear greenway and will utilize the (10) Los Angeles Department of Water and Power lots located just south of Salt Lake Park, between Florence Avenue and Santa Ana Street.

The project will include open space, drought tolerant and native plantings, recreational elements and stormwater capture features. It will also provide important recreational open space for the 15,000 people who live within ½ mile of the project site.

FISCAL IMPACT/FINANCING

There is approximately \$76 million available for the urban greening project. There are no minimum or maximum grant amount for this program. The anticipated request for the Huntington Park Linear Park project is \$5,000,000. Match funds are not required for this program.

CONCLUSION

Upon City Council approval of the recommended actions, staff will proceed with partnering with The Trust for Public Land in executing and submitting all grant application documents for funding of the Huntington Park Linear Park.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Josette C. Espinosa
Director of Parks and Recreation

ATTACHMENT(S)

- A. Resolution No. 2017-10, approving the application for grant funds to the Urban Greening Program for the development of Huntington Park Linear Park to increase the open space, provide connectivity, and increase physical activity options for the community.

ATTACHMENT "A"

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RESOLUTION NO. 2017-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK APPROVING THE
APPLICATION FOR GRANT FUNDS FOR CALIFORNIA
CLIMATE INVESTMENTS URBAN GREENING
PROGRAM**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
PARK HEREBY FINDS, DECLARES, AND RESOLVES AS FOLLOWS:**

SECTION 1. Approves the filing of an application for the Huntington Park Greenway Project;

SECTION 2. Certifies that applicant understands the assurances and certification in the application, and

SECTION 3. Certifies that the City of Los Angeles, Department of Water and Power, the title holder, and the City of Huntington Park, the applicant and long term steward of the project, will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so, and

SECTION 4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code, and

SECTION 5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained, and

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SECTION 6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and

SECTION 7. Appoints the Director of Parks and Recreation, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 18th day of April, 2017.

Marilyn Sanabria
Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk