

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda

Tuesday, April 3, 2018

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

Jhonny Pineda
Mayor

Karina Macias
Vice Mayor

Graciela Ortiz
Council Member



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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Certificate Presented to Family Members in Memory of Retired Senior Officer Humberto "Beto" Lozano's Passing

Certificate Presented to Family Members in Memory of Police Volunteer Hoke "Sandy" Sanders Passing

"Certificates of Recognition," Presented to Huntington Park High School, Boys Varsity Soccer Team for Winning the "Eastern League Championship" and Advancing to the "CIF-LACS Division II Tournament"

Proclamation Proclaiming April 2018 as "DMV/Donate Life Month"

Proclamation Presented to One Legacy Ambassadors Eva and Arnold Perez, for their Compassionate Actions for Donating Life to Others

"Certificate of Recognition," presented to Las Madres Indígenas of La Yesca, Village from Nayarit State Mexico

California Highway Patrol (CHP), in partnership with the Automobile Club of Southern California (AAA), to present "10851 Awards" to Police Officers who Perform Exceptionally well in the area of Stolen Vehicle Recoveries

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 LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1) [One Matter]

City of Huntington Park v. County of Los Angeles, et al.
Los Angeles Superior Court Case No. BC 547969

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1) [One Matter]

Salgado v. City of Huntington Park

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 Special City Council Meeting held March 13, 2018; and
- 1-2 Regular City Council Meeting held March 20, 2018.

FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated April 3, 2018**

CITY ATTORNEY

3. **Adopt Ordinance No. 2017-961, Amending Ordinance No. 2017-960, Amending the City of Huntington Park's Municipal Code, Title 2 "Administration," Chapter 9 "Municipal Elections," Section 2-9.01 "Elections" and Section 2-9.03(c) "Limitation of Terms" to Comply with California Senate Bill SB 415 "California Voter Participation Rights Act"**

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

4. Appointment of a Council Member to an Outside Committee

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appointment to the following:
 - a. Los Angeles County Board of Supervisors – Huntington Park Oversight Committee

PUBLIC WORKS

5. Consideration and Approval of Second Amendment to Contract Services Agreement with Graffiti Protective Coating, Inc. for Graffiti Removal Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve second amendment to agreement with Graffiti Protective Coating, Inc. (GPC) for graffiti removal services;
2. Authorize Interim City Manager to execute agreement; and
3. Encumber the remaining portion of the annual contract amount for FY 2017-2018

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

6. Continued from the Regular City Council meeting of 3-20-18 - Consideration and Approval of an Ordinance Amendment Bundle Relating to Various Sections of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis;
3. Waive first reading and introduce Ordinance No. 2018-962, approving a Zoning Ordinance Amendment bundle relating to various sections of the City of Huntington Park's Municipal Code; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the April 17, 2018 City Council meeting.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Graciela Ortiz

Council Member Marilyn Sanabria

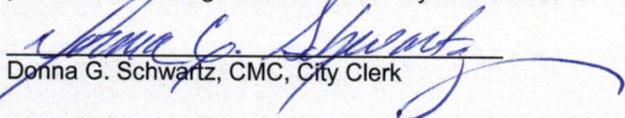
Vice Mayor Karina Macias

Mayor Jhonny Pineda

ADJOURNMENT

The City of Huntington Park City Council will adjourn in memory of Retired Senior officer Humberto "Beto" Lozano with 20 years of service with the Huntington Park Police Department, served 7 years in the United States Marine Corps, Police volunteer Hoke "Sandy" Sanders who was an 11-year volunteer and a longtime resident to a Regular Meeting on Tuesday, April 3, 2018, at 6:00 P.M

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 29th day of March 2018.


Donna G. Schwartz, CMC, City Clerk

Minutes
Special Meeting of the
City of Huntington Park City Council
Tuesday, March 13, 2018

Sergeant at Arms read the Rules of Decorum.

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:13 p.m. on Tuesday, March 13, 2018, 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, Vice Mayor Jhonny Pineda and Mayor Marilyn Sanabria.

CITY OFFICIALS/STAFF: Ricardo Reyes, Interim City Manager; Cosme Lozano, Chief of Police; Vanessa Ibarra, Legal; Cynthia Norzagaray, Director of Parks and Recreation; Nita McKay, Director of Finance; Martha Castillo, Director of Human Resources; Daniel Hernandez, Director of Public Works; Sergio Infanzon, Director of Community Development and Donna G. Schwartz, City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Joshua Sanabria, Saint Matthias School.

INVOCATION

Invocation was led by Christian Carrera, Deacon, The Light of the World Church/Iglesia La Luz del Mundo and Edwin Baldelomar, Pastor, Renuevo Church of Nazarene.

PRESENTATIONS

Council presented a "Certificate of Appreciation," to Joshua Sanabria for leading the Pledge of Allegiance.

PUBLIC COMMENT

1. Nativo Lopez, Hermandad, commented on protests that are currently happening, congratulated Jhonny Pineda and acknowledged Council for all their support in representing the community.
2. Juliano Jarquin, The Human Element Passage, invited Council to attend the newly opened Luna Bahia restaurant and encouraged everyone to get involved with the arts.

REORGANIZATION

Annually City Council shall choose one of its members to serve as Mayor and one to serve as Vice Mayor for a one-year term.

Mayor Sanabria opened nominations for Mayor.

Council Member Ortiz nominated Vice Mayor Pineda for Mayor, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

Presentation of Oath of Office to newly elected Mayor Pineda, given by former Mayor Sanabria.

Newly-elected Mayor Pineda called for nominations for Vice Mayor.

Council Member Avila nominated Council Member Macias for Vice Mayor, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

Presentations by the following to outgoing Mayor Sanabria:

Interim City Manager Ricardo Reyes on behalf of the City of Huntington Park.

Interim City Manager Ricardo Reyes on behalf of the City of Cudahy.

Luz Castro, Field Representative from Honorable Congresswoman Lucille Roybal-Allard's Office.

Jonathan Flores, Field Representative from Honorable Senator Ricardo Lara's Office.

David Juarez, Field Representative from State Assembly, 53rd District Miguel Santiago's Office.

Antonio Chapa, District Director from Honorable Supervisor Hilda Solis' Office.

Leticia Martinez, Executive Director/CEO from The Greater Huntington Park Area Chamber of Commerce.

Gloria Rodriguez, Bilingual Special Needs Advocate, Founder and President of Parents of Exceptional Kids.

Pastor Edwin Baldelomar and wife, Renuevo Church of Nazarene.

Deacon Christian Carrera and wife, The Light of the World Church/Iglesia La Luz del Mundo.

Sri Jeevaprakash, Service Coordinator, Sathya Sai International Organization – Pacific South.

Angelica Fonseca, Middleton Street Elementary School.

Carlos Garibaldi, Principal, and Juan Alfaro, Assistant Principal, Huntington Park High School

Comments by Council Members

Council Member Avila, congratulated outgoing Mayor Marilyn Sanabria for all her hard work, congratulated new Mayor Jhonny Pineda and new Vice Mayor Karina Macias, happy to be part of the Council, happy to see all who attended, acknowledged all the women during "International Women's Day," congratulated the community on tonight's celebrations, announced he would be on vacation for two weeks and thanked everyone.

Council Member Ortiz, thanked outgoing Mayor Marilyn Sanabria for her leadership and hard work this past year, congratulated new Mayor Jhonny Pineda and new Vice Mayor Karina Macias, commenting on the Council being a team, concerned with community and bringing it together, looking forward to another successful year and thanked everyone for attending.

Council Member Sanabria, thanked many for all their support and many things, thanked her mother, brothers and sisters for all their support and encouragement, thanked her colleagues for the opportunity for serving as Mayor, acknowledging that Council wants what's best for the community and thanked staff for all their support during her term as Mayor.

Vice Mayor Macias, thanked staff for all their support, thanked outgoing Mayor Marilyn Sanabria for all her support, congratulated incoming new Mayor Jhonny Pineda, looking forward to another successful year, Council being a team with visions for the city and moving it forward, thanked her colleagues for the opportunity of being the new Vice Mayor and acknowledged Mayor Jhonny Pineda becoming the new Mayor in the mist of the current issues with the president and thanked everyone for attending.

Mayor Pineda, honored many distinguished guest who were in attendance for all their support for himself, new Vice Mayor Karina Macias outgoing Mayor Marilyn Sanabria and Council Members Graciela Ortiz and Manuel Avila. Mayor Pineda thanked his family, mother and step father for the many sacrifices, his wife and daughter for their continued support, thanked his friends, coworkers and residents for attending and continued support, will continue to do the same in supporting the residents and community as outgoing Mayor Sanabria did, thanked his colleagues for countless hours of work, looks forward in continuing to working with the Council, moving city forward creating new jobs and businesses, continuing Youth Program, working with everyone in the community, moving projects along, keeping city clean, thankful for the opportunity to be Mayor and thanked all those who attended.

ADJOURNMENT

At 7:10 p.m. Mayor Pineda adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, March 20, 2018, 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 March 20, 2018

Sergeant at Arms read the Rules of Decorum before the start of the Successor Agency meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:33 p.m. on Tuesday, March 20, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

PRESENT: Council Member(s): Manuel "Manny" Avila, Graciela Ortiz, Marilyn Sanabria, Vice Mayor Karina Macias and Mayor Jhonny Pineda.

CITY OFFICIALS/STAFF: Ricardo Reyes, Interim City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Daniel Hernandez, Director of Public Works; Cynthia Norzagaray, Director of Parks and Recreation; Sergio Infanzon, Director of Community Development; Martha Castillo, Director of Human Resources; Nita McKay, Director of Finance and Donna G. Schwartz, City Clerk.

INVOCATION

Invocation was led by Mayor Pineda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Daniela Pedroza, Linda E. Marquez High School.

PRESENTATIONS

Council presented a "Certificate of Appreciation" to Daniela Pedroza for leading the Pledge of Allegiance.

Council presented a "Certificate of Recognition," to Ashley Merlos of Gage Middle School, Winner of the Los Angeles County First District, 38th Annual Los Angeles County Library Bookmark Contest

Council presented "Certificates of Recognition," to Linda E. Marquez High School, Girls Varsity Soccer Team for their Accomplishment in Winning the Los Angeles City Section Division III Championship and advancing to the State Championships.

PUBLIC COMMENT

1. Gloria Rodriguez, thanked Council for their leadership and support to the Community and wished Mayor Pineda a Happy Birthday.

STAFF RESPONSE – None.

CLOSED SESSION

At 7:07 p.m. Arnold Alvarez-Glasman, City Attorney, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Case name: MKay v. City of Huntington Park, et al.

At 7:32 p.m. Mayor Pineda reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all Council Members were present and discussed closed session Item 1. 1) no final action was taken, nothing to report. Mr. Alvarez-Glasman announced the outcome of a prior closed session regarding a smalls claims made by Arthur Schaper stating that the court determined the city prevailed and the City of Huntington Park does not owe Mr. Schaper any money on this claim.

CONSENT CALENDAR

Motion: Vice Mayor Macias motioned to approve consent calendar, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held March 6, 2018.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated March 20, 2018.

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

3. **Council Appointment to Youth Commission**

Interim City Manager Reyes, announced the item and introduced City Clerk Donna Schwartz who presented the staff report noting the appointment to be made by Council Member Ortiz.

Council Member Ortiz appointed **Ashely Ceballos** to the Youth Commission and requested to make her second appointment at the next city council meeting.

Motion: Mayor Pineda motioned to accept the appointment and request, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

COMMUNITY DEVELOPMENT

4. **Consideration and Approval of an Activity in Public Places Permit for the Chamber of Commerce's Annual "Carnaval Primavera" Downtown Street Festival (S18-02)**

Interim City Manager Reyes, announced the item and introduced Sergio Infanzon, Director of Community Development who presented the staff report.

Council Member Sanabria suggested to add a column on the signature pages showing a printed name.

Motion: Council Member Ortiz motioned to approve the 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 6 through April 8, 2018, pending Traffic Control Plan and for payment to be made within 30 days as stated in the staff report, seconded by Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

FINANCE

5. Consideration and Approval of the City of Huntington Park's Credit Card Policy and Procedures

Interim City Manager Reyes, presented the staff report.

Motion: Council Member Sanabria motioned to approve the City of Huntington Park Credit Card Policy and Procedures, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

PUBLIC WORKS

6. Consideration and Approval of a Traffic Radar Speed Survey Proposal

Interim City Manager Reyes, announced the item and introduced Daniel Hernandez, Director of Public Works who presented the staff report and asked Cosme Lozano, Chief of Police to elaborate on the funds coming from the Police Forfeiture Fund. Chief Lozano explained and added there would be no impact on the general fun.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the proposal for Traffic Radar Speed Survey prepared by Infrastructure Engineers at a not to exceed amount of \$21,948; and
2. Authorize Interim City Manager to execute proposal;
3. Authorize Finance Director to appropriate \$21,948 from the Police Forfeiture Fund to account number 229-7010-421.56-41; or
4. Authorize staff to issue a Request for Proposals (RFP) for a Traffic Radar Speed Survey.

Motion: Vice Mayor Macias motioned to table item to next Fiscal Year Budget, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

7. Continued from the Regular City Council meeting of 3-6-18 - Consideration and Approval of an Ordinance Amendment Bundle Relating to Various Sections of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis;
3. Waive first reading and introduce Ordinance No. 2018-962, approving a Zoning Ordinance Amendment bundle relating to various sections of the City of Huntington Park's Municipal Code; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the April 3, 2018 City Council meeting.

City Attorney Arnold Alvarez-Glasman announced item and requested it be continued to the next regular city council meeting and recommended Mayor Pineda open and close the public comment portion.

Mayor Pineda opened public comment, there being none, closed public comment.

Motion: Council Member Sanabria motioned to continue item to the next regular city council meeting, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, wished Mayor Pineda a Happy Birthday and announced he would be on vacation for two weeks.

Council Member Graciela Ortiz, commented on a grant received by the youth in Huntington Park, thanked staff for all their support and wished Mayor Pineda and her mother a Happy Birthday.

Council Member Marilyn Sanabria, thanked all those who attended, thanked staff for all their support and wished Mayor Pineda a Happy Birthday.

Vice Mayor Karina Macias, thanked staff for all their support, wished Mayor Pineda and Council Member Ortiz’s mother a Happy Birthday, invited all to the tree planning event on Saturday and wished all a good night.

Mayor Jhonny Pineda, thanked Parks & Recreation Department for their hard work in encouraging everyone to vote for the grant for the senior program.

ADJOURNMENT

At 7:56 p.m. Mayor Pineda adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, April 3, 2018, 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	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-3-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	304697-00	535-8016-431.61-45	ELECTRICAL SUPPLIES	134.79
				\$134.79
AARON CRUZ	67164/67800	111-6060-466.33-20	CONTRACT INSTRUCTOR	158.40
	67503/67793	111-6060-466.33-20	CONTRACT INSTRUCTOR	132.00
	67571/67689	111-6060-466.33-20	CONTRACT INSTRUCTOR	79.20
	67689/67713	111-6060-466.33-20	CONTRACT INSTRUCTOR	52.80
	67713/67713	111-6060-466.33-20	CONTRACT INSTRUCTOR	26.40
				\$448.80
ABC ENERGY SOLUTIONS	0021726	111-0000-321.10-00	BUSINESS LICENSE REFUND	70.00
	0021726	111-0000-321.10-20	BUSINESS LICENSE REFUND	28.96
	0021726	111-0000-321.10-30	BUSINESS LICENSE REFUND	4.00
				\$102.96
ADAPT CONSULTING, INC.	22593B	287-8057-432.61-20	IMPRINT-USED OIL FILTERS	414.06
	22623B	287-8057-432.61-20	IMPRINT-PINT FUNNEL	439.26
				\$853.32
ADMIN SURE	10975	745-9030-413.33-70	WC CLAIMS ADMIN APR2018	7,080.40
				\$7,080.40
ALEJANDRA PEREZ-RAMIREZ	66434/67527	111-0000-228.20-00	SOC HALL DEPOSIT REFUND	500.00
				\$500.00
ALFREDO DE LA TORRE CONSTRUCTION	3727-1	239-5070-463.56-52	MINOR HOME REPAIR PROGRAM	7,125.00
	3727-5	239-5070-463.56-52	MINOR HOME REPAIR PROGRAM	375.00
	3723-1	246-5098-463.73-10	LEAD BASE HOME REPAIR	7,552.50
	3727-2	246-5098-463.73-10	LEAD BASE HOME REPAIR	15,200.00
	3727-3	246-5098-463.73-10	LEAD BASE HOME REPAIR	800.00
				\$31,052.50
ALICIA SALAZAR	67044/67333	111-6060-466.33-20	CONTRACT INSTRUCTOR	220.80
				\$220.80
ALL CITY MANAGEMENT SERVICES	53356	111-7022-421.56-41	CROSSING GUARD 2/11-2/24	5,691.09
				\$5,691.09
ALVAREZ-GLASMAN & COLVIN	2018-01-16986	111-0220-411.32-70	LEGAL SERVICES JAN2018	26,624.78
	2018-01-16987	111-0220-411.32-70	LEGAL SERVICES JAN2018	1,579.18
	2018-01-16988	111-0220-411.32-70	LEGAL SERVICES JAN2018	1,313.11
				\$29,517.07
AMERIPRIDE SERVICES, INC	0015949	111-0000-228.70-00	BUSINESS LICENSE REFUND	113.42
				\$113.42
ARROYO BACKGROUND INVESTIGATIONS	1558	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,200.00
				\$1,200.00
AT&T	1/20/18-2/19/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	20.31
	2/1/18-2/28/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	200.90
	2/21/18-3/20/18	111-9010-419.53-10	CITY INTERNET SERVICES	64.00
	2/23/18-3/22/18	111-9010-419.53-10	CITY INTERNET SERVICES	64.00
	2/28/18-3/27/18	111-9010-419.53-10	CITY INTERNET SERVICES	54.00
	2/28/18-3/27/18	111-9010-419.53-10	CITY INTERNET SERVICES	54.00
	2/4/18-3/3/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	3,858.18
	2/4/18-3/3/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	3,142.10
	2/4/18-3/3/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	245.85
				\$7,703.34

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AT&T MOBILITY	X02142018	111-5055-419.53-10	CODE ENFOR CELL PHONE 1/7-2/6/18	145.32	
	X03142018	111-7010-421.53-10	PD CELL PHONE 2/7-3/6/18	4,726.43	
	X02142018	239-5055-419.53-10	CODE ENFOR CELL PHONE 1/7-2/6/18	145.31	
				\$5,017.06	
AT&T PAYMENT CENTER	3/7/18-4/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	0.18	
	3/7/18-4/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	0.18	
	3/7/18-4/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	0.18	
	3/7/18-4/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	0.18	
	3/7/18-4/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	0.55	
	3/7/18-4/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	52.05	
	3/7/18-4/6/18	111-9010-419.53-10	CITY WIDE PHONE SERVICES	0.45	
				\$53.77	
BARR & CLARK INC	45613	246-5098-463.56-41	HOME LEAD SERVICES	540.00	
	45614	246-5098-463.56-41	HOME LEAD SERVICES	925.00	
	45615	246-5098-463.56-41	HOME LEAD SERVICES	540.00	
				\$2,005.00	
BATTERY SYSTEMS INC	4282715	741-8060-431.43-20	VEHICLE BATTERY PURCHASE	94.00	
	4331244	741-8060-431.43-20	VEHICLE BATTERY PURCHASE	121.36	
				\$215.36	
BENEFIT ADMINISTRATION CORPORATION	6027635-IN	111-0230-413.56-41	ADMINISTRATIVE FEES FEB18	80.00	
				\$80.00	
BURRO CANYON ENTERPRISES, INC.	1545	111-7010-421.56-41	SHOOTING RANGE FEE	120.00	
				\$120.00	
CALIF PUBLIC EMPLOYEES RETIREMENT	15216924/16944	111-0110-411.23-50	UNFUNDED ACCRUED LIAB	2,104.88	
	100000015216954	111-0210-413.23-50	UNFUNDED ACCRUED LIAB	6.10	
	15216924/16944	111-0210-413.23-50	UNFUNDED ACCRUED LIAB	2,704.94	
	15216924/16944	111-0230-413.23-50	UNFUNDED ACCRUED LIAB	1,891.91	
	15216924/16944	111-1010-411.23-50	UNFUNDED ACCRUED LIAB	1,885.17	
	15216924/16944	111-3010-415.23-50	UNFUNDED ACCRUED LIAB	9,488.42	
	100000015216954	111-5010-419.23-50	UNFUNDED ACCRUED LIAB	3.35	
	15216924/16944	111-5010-419.23-50	UNFUNDED ACCRUED LIAB	9,052.87	
	15216924/16944	111-6010-451.23-50	UNFUNDED ACCRUED LIAB	4,341.15	
	15216924/16944	111-7010-421.23-50	UNFUNDED ACCRUED LIAB	19,002.48	
	100000015216954	111-7010-421.24-50	UNFUNDED ACCRUED LIAB	129,996.47	
	15216924/16944	111-8010-431.23-50	UNFUNDED ACCRUED LIAB	14,816.68	
	PPE 02/25/2018	802-0000-217.30-10	RETIREMENT BENEFIT	34,167.92	
	PPE 10/08/2017	802-0000-217.30-10	RETIREMENT BENEFIT	33,995.50	
	PPE 11/19/2017	802-0000-217.30-10	RETIREMENT BENEFIT	33,966.62	
	PPE 02/25/2018	802-0000-218.10-10	RETIREMENT BENEFIT	57,351.56	
	PPE 10/08/2017	802-0000-218.10-10	RETIREMENT BENEFIT	58,314.06	
	PPE 11/19/2017	802-0000-218.10-10	RETIREMENT BENEFIT	58,898.27	
					\$471,988.35
	CALIFORNIA BACKGROUND INVESTIGATORS	1/1/18-12/31/18	229-7010-421.59-15	INVESTIGATORS ASSOC DUES	60.00
				\$60.00	
CALIFORNIA PUBLIC SAFETY RADIO ASSO	4/2/2018	111-7010-421.61-20	CPRA BANQUET REGISTRATION	115.00	
				\$115.00	

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CARLA ENRIQUETA TORRES GARCIA	67157/67445	111-6060-466.33-20	CONTRACT INSTRUCTOR	224.00
				\$224.00
CCAP AUTO LEASE LTD	3/12/2018	226-9010-419.74-20	POLICE DEPT VEHICLE LEASE	243.49
				\$243.49
CENTRAL BASIN MWD	HP-FEB18	681-8030-461.41-00	WATER PURCHASE FEB18	104,230.35
				\$104,230.35
CENTRAL FORD	313872	741-8060-431.43-20	AUTO PARTS PURCHASE	462.33
	313933	741-8060-431.43-20	AUTO PARTS PURCHASE	13.78
				\$476.11
CHARTER COMMUNICATIONS	0511379030318	111-7010-421.53-10	POLICE DEPT INTERNET 3/13-4/12/18	124.98
				\$124.98
CINTIA VALENCIA	67151/67741	111-6060-466.33-20	CONTRACT INSTRUCTOR	92.80
				\$92.80
CLINICAL LAB OF SAN BERNARDINO, INC	961602	681-8030-461.56-41	WATER QUALITY TESTING	256.00
				\$256.00
CNI MFG	65973	741-8060-431.43-20	HARDWARE-MANHOLE COVER	213.59
				\$213.59
COMMERCIAL TIRE COMPANY	1-144159	741-8060-431.43-20	VEHICLE TIRE PURCHASE	921.60
				\$921.60
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW-18021204952	221-8014-429.56-41	TRAFFIC SIGNAL MAINT JAN2018	326.52
				\$326.52
CUMMINGS FAMILY LLC	0010161	111-0000-228.70-00	BUSINESS LICENSE REFUND	5.41
				\$5.41
DANIEL HERNANDEZ	3/22/2018	111-0210-413.61-20	EMPLOYEE RECOGNITION FOOD	100.00
				\$100.00
DAPPER TIRE CO.	45553188	741-8060-431.43-20	CITY VEHICLE TIRE PURCHAS	217.90
	45579733	741-8060-431.43-20	CITY VEHICLE TIRE PURCHAS	569.00
	45584375	741-8060-431.43-20	CITY VEHICLE TIRE PURCHAS	510.13
				\$1,297.03
DEEPAK VIG	65022/67833	111-0000-347.20-00	YOUTH BASKETBALL REFUND	15.00
				\$15.00
DELTA DENTAL	BE002733224	802-0000-217.50-20	DENTAL PPO APRIL2018	9,592.30
				\$9,592.30
DELTA DENTAL INSURANCE COMPANY	BE002728641	802-0000-217.50-20	DENTAL CARE PMI APRIL2018	2,534.08
				\$2,534.08
DEPARTMENT OF ANIMAL CARE & CONTROL	3/15/2018	111-7065-441.56-41	ANIMAL CONTROL FEB2018	6,243.48
				\$6,243.48
DEPARTMENT OF CORONER	18ME0198	111-7030-421.56-41	AUTOPSY REPORTS	54.00
				\$54.00
DEPARTMENT OF JUSTICE	287823	111-7030-421.56-41	FINGERPRINTS APPS	435.00
				\$435.00
DF POLYGRAPH	2018/1	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	1,400.00
				\$1,400.00
DONNA G. SCHWARTZ	4/17/18-4/20/18	111-0000-144.00-00	CITY CLERK ASSOC TRAVEL ADVANCE	444.50
				\$444.50

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ENTERPRISE FM TRUST	FBN3435605	226-9010-419.74-20	POLICE DEPT VEHICLE LEASE	1,756.12
	FBN3435605	229-7010-421.74-10	POLICE DEPT VEHICLE LEASE	87.73
				\$1,843.85
ESTELA RAMIREZ	67171/67347	111-6060-466.33-20	CONTRACT INSTRUCTOR	270.40
				\$270.40
F&A FEDERAL CREDIT UNION	PPE 03/25/2018	802-0000-217.60-40	F&A CREDIT UNION DEDUCT	10,697.30
				\$10,697.30
GARDA CL WEST, INC.	20288438	111-9010-419.33-10	ARMORED TRANSPORT-FEB18	82.12
				\$82.12
GORM INC	257713	287-8055-432.61-20	GRAY ROLL LINER PURCHASE	339.01
				\$339.01
GRAFFITI PROTECTIVE COATINGS INC.	1005-0118	111-8095-431.56-75	GRAFFITI REMOVAL JAN2018	32,350.00
	1005-0218	111-8095-431.56-75	GRAFFITI REMOVAL FEB2018	32,350.00
				\$64,700.00
GRAINGER	9718905996	741-8060-431.43-20	AUTO PARTS-TOW HITCH PLUG	39.55
	9717335526	741-8060-431.61-20	PARTS-BOOSTER PUMP	391.32
	9719191034	741-8060-431.61-20	PARTS-QUICK CONNECT KIT	106.69
				\$537.56
GREAT PACIFIC EQUIPMENT, INC.	30265	741-8060-431.43-20	AERIAL TRUCK INSPECTION	615.00
				\$615.00
HILDA ESTRADA	014	111-1010-411.56-41	TRANSLATION SRVCS 3/20/18	1,050.00
				\$1,050.00
HINDERLITER DE LLAMAS & ASSOCIATES	0028889-IN	111-9010-419.56-41	AUDIT SRVCS SALES TAX Q1	1,931.34
				\$1,931.34
HOME DEPOT - PARKS & RECREATION	6562714	111-6010-451.74-10	PARKS REFRIGERATOR PURCHASE	130.31
				\$130.31
HOME DEPOT - PD	55026	111-7010-421.61-20	POLICE DEPT MISC SUPPLIES	48.61
				\$48.61
HOME DEPOT - PUBLIC WORKS	1250200	111-8010-431.61-21	STREET MAINTENANCE SUPPLIES	105.82
	1261379	111-8020-431.43-10	PUBLIC WORKS SUPPLIES	306.94
	2261269	111-8020-431.43-10	PUBLIC WORKS SUPPLIES	303.24
	8261189	111-8020-431.43-10	PUBLIC WORKS SUPPLIES	595.22
	9261290	111-8020-431.43-10	PUBLIC WORKS SUPPLIES	158.15
	1261379	111-8022-419.43-10	GENERAL GOVT BUILDING SUPPLIES	76.56
	2261374	535-8016-431.61-45	STREET LIGHT SUPPLIES	506.10
	5261339	535-8016-431.61-45	STREET LIGHT SUPPLIES	389.45
	6261221	535-8016-431.61-45	STREET LIGHT SUPPLIES	435.81
	6261229	535-8090-452.61-20	STREET LANDSCAPING SUPPLIES	41.14
				\$2,918.43
HUNTINGTON PARK RUBBER STAMP CO.	RGC009060	111-0210-413.61-20	ROOM NAME PLATES	92.63
	RGC008936	111-7040-421.61-31	PD RECORDS-PEN CAP STAMPS	86.53
				\$179.16
INDEPENDENT CITIES RISK MANAGEMENT	1906999	745-9031-413.52-30	CLAIM SETTLEMENT	198,489.89
				\$198,489.89

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INFRASTRUCTURE ENGINEERS	22907	111-4010-431.56-62	ENGINEERING SERVICE JAN18	34,380.00	
	22981	111-4010-431.56-62	ENGINEERING SERVICE FEB18	23,500.00	
	22907	221-8010-431.56-41	TRAFFIC AUTH SRVC JAN18	10,800.00	
	22981	221-8010-431.56-41	TRAFFIC AUTH SRVC FEB18	6,480.00	
	22987	221-8010-431.56-41	TRAFFIC AUTH SRVCS FEB18	1,350.00	
				\$76,510.00	
INTER VALLEY POOL SUPPLY, INC	105392	681-8030-461.41-00	HYPOCHLORITE PURCHASE	227.85	
	105393	681-8030-461.41-00	HYPOCHLORITE PURCHASE	174.24	
	105394	681-8030-461.41-00	HYPOCHLORITE PURCHASE	194.34	
	105558	681-8030-461.41-00	HYPOCHLORITE PURCHASE	194.34	
	105559	681-8030-461.41-00	HYPOCHLORITE PURCHASE	197.69	
				\$988.46	
JCL TRAFFIC	94189	221-8012-429.61-20	RED CURB PAINT	953.47	
				\$953.47	
JDS TANK TESTING & REPAIR INC	11255	741-8060-431.43-20	DESIGNATED OPERATOR JAN18	135.00	
	11382	741-8060-431.43-20	DESIGNATED OPERATOR FEB18	135.00	
				\$270.00	
JESSICA ALMANZA	66417/67533	111-0000-228.20-00	FACILITY DEPOSIT REFUND	500.00	
				\$500.00	
JOEL GORDILLO	3/2018	111-1010-411.56-41	VIDEOGRAPHER MARCH2018	1,650.00	
				\$1,650.00	
JORDAN EQUIPMENT	0021724	111-0000-228.70-00	BUSINESS LICENSE REFUND	32.96	
				\$32.96	
JOSE ONATE	65534/67646	111-0000-347.70-00	FACILITY DEPOSIT REFUND	77.00	
				\$77.00	
JUAN PRECIADO	20129	111-8010-431.59-15	FLEET MGMT TRAINING MEAL REIMBURS	13.32	
	437702	111-8010-431.59-15	LODGING REIMBURSEMENT	304.20	
	807900011823	111-8010-431.59-15	MEAL REIMBURSEMENT	19.01	
	3/15/2018	746-0218-413.35-10	TUITION REIMBURSEMENT	223.00	
				\$559.53	
JULIO QUINONEZ	3/12/2018	111-8020-431.15-25	GEA BOOT REIMBURSEMENT	100.00	
	3/12/2018	111-8023-451.15-25	GEA BOOT REIMBURSEMENT	100.00	
				\$200.00	
KINGDOM HALL OPERATING	5823-22992	681-0000-228.70-00	CREDIT BALANCE REFUND	17.12	
				\$17.12	
KONICA MINOLTA BUSINESS SOLUTIONS	250434659	111-0110-411.43-05	COUNCIL COPIER LEASE 2/2018	104.51	
	250434659	111-0210-413.43-05	CM-ADMIN COPIER LEASE 2/2018	104.51	
	250434176	111-7010-421.44-10	POLICE DEPT COPIER LEASE 2/2018	66.17	
	250434487	111-7010-421.44-10	POLICE DEPT COPIER LEASE 2/2018	138.40	
	250434551	111-7010-421.44-10	POLICE DEPT COPIER LEASE 2/2018	209.02	
	250434721	111-7010-421.44-10	POLICE DEPT COPIER LEASE 2/2018	209.02	
	250434273	111-7030-421.44-10	POLICE DEPT COPIER LEASE 2/2018	296.88	
	250434724	111-7040-421.44-10	POLICE DEPT COPIER LEASE 2/2018	296.88	
	250434729	111-7040-421.44-10	POLICE COPIER LEASE 2/2018	377.06	
	250434370	111-9010-419.43-15	FINANCE COPIER LEASE 2/2018	357.56	
	250434649	111-9010-419.43-15	FINANCE COPIER LEASE 2/2018	278.76	
					\$2,438.77

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LA COUNTY SHERIFF'S DEPT	182807LA	111-7022-421.56-41	INMATE MEAL SERVICE FEB18	698.70
				\$698.70
LAN WAN ENTERPRISE, INC	60280	111-3010-415.61-20	WIRE & CABLING	27.50
	60283	111-5010-419.74-10	COMMUNITY DEV COMPUTERS	5,693.37
	60405	111-5010-419.74-10	DISPLAY PORT CABLES	73.58
	60227	111-5055-419.56-41	PRINTER ETHERNET SWITCH	18.02
	60282	111-7010-421.56-41	COMMUNICATION CNTR CABLE	18.97
	60438	111-9010-419.43-15	EMAIL SECURITY LIC RENEW	1,390.22
	60227	239-5055-419.56-41	PRINTER ETHERNET SWITCH	18.03
				\$7,239.69
LEE ANDREWS GROUP, INC	2018079	111-0210-413.56-41	PROF SRVCS-COMMUNITY OUTREACH	6,045.34
				\$6,045.34
LEGAL SHIELD	3/15/2018	802-0000-217.60-50	ID THEFT PREMIUM MAR2018	106.60
				\$106.60
LOGAN SUPPLY COMPANY, INC.	93537	221-8014-429.61-20	ELECTRICAL CABINET LOCKS	120.19
				\$120.19
LUCIA CASTILLO	67000/67599	111-6060-466.33-20	CONTRACT INSTRUCTOR	456.00
	67151/67748	111-6060-466.33-20	CONTRACT INSTRUCTOR	364.80
				\$820.80
M. GABRIELA MARQUEZ MARTINEZ	0020849	111-0000-321.10-00	BUSINESS LICENSE REFUND	60.00
	0020849	111-0000-321.10-20	BUSINESS LICENSE REFUND	26.03
	0020849	111-0000-321.10-30	BUSINESS LICENSE REFUND	4.00
				\$90.03
MACKEY INDUSTRIAL REPAIR	4452	741-8060-431.43-20	TRACTOR REPAIR SERVICE	1,300.00
				\$1,300.00
MANUEL PRIETO	66968/67380	111-6060-466.33-20	CONTRACT INSTRUCTOR	304.00
				\$304.00
MARIA MORENO	65808/67532	111-0000-228.20-00	REC DEPOSIT REFUNDABLE	500.00
				\$500.00
MARIA PRECIADO	561192	287-8057-432.61-20	USED OIL EVENT REIMBURSE	265.75
				\$265.75
MID CITIES GRANTS LLC	004	239-5060-463.56-41	ADMIN CONSULTING DEC2017	4,101.25
	005	239-5060-463.56-41	ADMIN CONSULTING JAN2018	5,588.75
	004	242-5060-463.56-41	ADMIN CONSULTING DEC2017	1,105.00
	005	242-5060-463.56-41	ADMIN CONSULTING JAN2018	2,082.50
	004	246-5098-463.56-41	ADMIN CONSULTING DEC2017	170.00
	005	246-5098-463.56-41	ADMIN CONSULTING JAN2018	637.50
				\$13,685.00
MOTOROLA INC	8330077801	741-8060-431.43-20	POLICE RADIO ADAPTER	100.69
	8330077802	741-8060-431.56-41	PW RADIO MAINTENACE FEB18	91.00
				\$191.69
MR. HOSE INC.	135720	741-8060-431.43-20	PARTS PURCHASE-AIR HOSE	218.06
				\$218.06
NAPA PARTS WHOLESALE	4832-259186	741-8060-431.43-20	AUTO PARTS-OIL FILTER	14.21
	4832-259436	741-8060-431.43-20	LUBRICATE FRICTION REDUCR	48.39
	4832-259446	741-8060-431.43-20	AUTO PARTS-RADIATOR HOSE	17.41
				\$80.01

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NATION WIDE RETIREMENT SOLUTIONS	PPE 03/25/2018	802-0000-217.40-10	DEFERRED COMP DEDUCT	14,488.00
				\$14,488.00
NATIONWIDE ENVIRONMENTAL SERVICES	28768	111-8030-461.56-42	CATCH BASIN CLEANING 8/17	8,874.00
				\$8,874.00
OREILLY AUTO PARTS	2959-331200	741-8060-431.43-20	BATTERY RETURN CREDIT	-150.30
	2959-335623	741-8060-431.43-20	MOTOR OIL RETURNED CREDIT	-121.87
	2959-335625	741-8060-431.43-20	STARTER CORE RETURN	-10.95
	2959-348736	741-8060-431.43-20	DISTRIBUTOR RETURN CREDIT	-138.30
	2959-349002	741-8060-431.43-20	AUTO PARTS-WHEEL NUTS	80.68
	2959-349108	741-8060-431.43-20	AUTO PARTS-RUBBER MATS	82.08
	2959-349179	741-8060-431.43-20	AUTO PARTS-AIR FILTERS	19.04
	2959-349428	741-8060-431.43-20	SHOP SUPPLY-ADHESIVE	30.51
	2959-349432	741-8060-431.43-20	AUTO PART-PUMP, HOSE, CAP	86.34
	2959-349452	741-8060-431.43-20	AUTO PART-SCAN TOOL UPDAT	925.28
	2959-349512	741-8060-431.43-20	AUTO PARTS-ROTOR PURCHASE	581.87
	2959-349523	741-8060-431.43-20	AUTO PART-COOLANT HOSE	46.71
	2959-349583	741-8060-431.43-20	ROTOR RETURN CREDIT	-612.83
	2959-349599	741-8060-431.43-20	AUTO PARTS-FILTERS	45.46
	2959-349612	741-8060-431.43-20	SHOP SUPPLY-APPLICATOR GUN	155.48
	2959-349619	741-8060-431.43-20	AUTO PART-ACCESS RELAY	5.79
	2959-351083	741-8060-431.43-20	AUTO PARTS-SPARK PLUG	98.48
	2959-351085	741-8060-431.43-20	AUTO PARTS-COIL ON PLUG	38.24
	2959-351099	741-8060-431.43-20	AUTO PARTS-BRAKE ROTOR	278.13
	2959-351147	741-8060-431.43-20	AUTO PARTS-MASS FLOW	126.98
	2959-351621	741-8060-431.43-20	AUTO PARTS-AIR FILTER	25.54
	2959-351624	741-8060-431.43-20	AUTO PARTS-SWIVEL LOCK	18.60
	2959-351832	741-8060-431.43-20	COOLANT HOSE RETURN	-11.53
	2959-351931	741-8060-431.43-20	SHOP SUPPLY-TIRE VALVE	75.17
	2959-352027	741-8060-431.43-20	AUTO PARTS-TENSIONER	39.69
	2959-352083	741-8060-431.43-20	TIRE VALVE RETURN CREDIT	-75.17
	2959-352222	741-8060-431.43-20	AUTO PARTS-OIL FILTERS	19.70
	2959-352261	741-8060-431.43-20	AUTO BRAKE PARTS	672.84
	2959-352262	741-8060-431.43-20	SHOP SUPPLY-EAR PLUGS	15.31
	2959-352333	741-8060-431.43-20	SHOP SUPPLY-HOSE CLAMP	5.37
	2959-352338	741-8060-431.43-20	PARTS-WHEEL HUB ASSEMBLY	360.06
	2959-352547	741-8060-431.43-20	PARTS-STRUT REMOVAL TOOL	15.32
	2959-352550	741-8060-431.43-20	AUTO ENGINE ADDITIVES	88.63
	2959-352556	741-8060-431.43-20	PART-TRANSMISSION FILTER	19.69
	2959-354196	741-8060-431.43-20	AUTO PART-FILTERS	69.76
	2959-354268	741-8060-431.43-20	SHOP SUPPLY-JUMPER STARTR	542.01
	2959-354321	741-8060-431.43-20	SHOP SUPPLY-MOTOR OIL	175.11
	2959-354737	741-8060-431.43-20	AUTO PART-BATTERY PURCHAS	83.38
	2959-354769	741-8060-431.43-20	SHOP SUPPLY-ANTIFREEZE	65.68
	2959-355017	741-8060-431.43-20	AUTO PART-FLUID RESERVOIR	66.92
	2959-355067	741-8060-431.43-20	AUTO PART-EMISSION SENSOR	91.76
	2959-356613	741-8060-431.43-20	AUTO PARTS-PURGE SOLENOID	24.89
	2959-356721	741-8060-431.43-20	AUTO PARTS-CONTROL MODULE	616.47

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-3-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
OREILLY AUTO PARTS	2959-356922	741-8060-431.43-20	PARTS-LEAK DETECT PUMP	55.47
	2959-356952	741-8060-431.43-20	AUTO PARTS-BRAKE LIGHT	20.86
	2959-357184	741-8060-431.43-20	AUTO PARTS-WIPER MOTOR	90.73
	2959-357447	741-8060-431.43-20	AUTO PARTS-WIPER BLADES	62.20
	2959-357448	741-8060-431.43-20	AUTO PARTS-VALVE STEM	51.73
	2959-357661	741-8060-431.43-20	AUTO PARTS-PURGE VALVE	36.17
	2959-357667	741-8060-431.43-20	AUTO PARTS-AIR HOSES	115.07
				\$5,004.25
OEM AUTO PAINT SUPPLIES	109960	741-8060-431.43-20	SPRAY PAINT PURCHASE	65.70
				\$65.70
OK PRINTING DESIGN & DIGITAL PRINT	663	111-6010-466.55-35	HOLIDAY PARADE FLYERS	1,790.56
	753	287-8055-432.54-00	USED OIL EVENT FLYER	332.49
				\$2,123.05
OSUNA SINALOA AUTO GLASS CORP	1000665	741-8060-431.43-20	WINDOW TINT SERVICE	65.00
				\$65.00
PARS	39679	111-9010-419.56-41	PARS ARS FEES JAN2018	374.77
	39788	111-9010-419.56-41	PROF SRVCS-GASB 67/68 REP	3,250.00
				\$3,624.77
PIRTEK COMMERCE SOUTH	S2656452.001	741-8060-431.43-20	BOOM TRUCK HOSE REPLACMNT	656.66
				\$656.66
PRESS TELEGRAM CLASSIFIED	0011077305	111-5010-419.54-00	PUBLIC HEARING PUBLICATON	591.21
				\$591.21
PRUDENTIAL OVERALL SUPPLY	52106264	111-6010-451.56-41	PARKS MAT CLEANING SRVC	129.02
	52111047	111-6010-451.56-41	PARKS MAT CLEANING SRVC	129.02
	52107160	111-7010-421.61-20	PD MAT CLEANING SERVICE	20.07
				\$278.11
PURCHASE POWER	3/11/2018	111-7040-421.56-41	PD POSTAGE MACHINE FUNDS	615.25
	3/14/2018	111-9010-419.53-20	CITY HALL POSTAGE MACHINE FUNDS	89.25
				\$704.50
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0566041-IN	111-8022-419.43-10	FINANCE MNGR DESK CLIPS	87.27
				\$87.27
READYREFRESH	08C0034574871	111-7010-421.61-20	POLICE DEPT DRINKING WATER	240.68
				\$240.68
RHYME UNIVERSITY INC	042131326	111-6020-451.61-35	TINTY TOT PROGRAM SUPPLY	176.85
				\$176.85
RICOH AMERICAS CORP	58372116	111-6010-451.56-41	PARKS COPIER LEASE 3/2018	234.98
				\$234.98
RIO HONDO COLLEGE	4/16-4/18/18	111-7010-421.59-20	PD ENROLLMENT-COURSE FEES	30.00
	S18-101-ZHPK	111-7010-421.59-20	PD ENROLLMENT-COURSE FEES	36.80
	S18-107-ZHPK	111-7010-421.59-20	PD ENROLLMENT-COURSE FEES	152.00
	S18-124-ZHPK	111-7010-421.59-20	PD ENROLLMENT-COURSE FEES	9.20
				\$228.00
SANTA FE BUILDING MAINTENANCE	16722	111-8020-431.56-41	JANITORIAL SRVCS FEB2018	1,230.38
	16722	111-8022-419.56-41	JANITORIAL SRVCS FEB2018	4,859.50
	16722	111-8023-451.56-41	JANITORIAL SRVCS FEB2018	11,980.60
	16722	111-8024-421.56-41	JANITORIAL SRVCS FEB2018	4,956.74
				\$23,027.22

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-3-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SARAHANG CONSTRUCTION INC	449	246-5098-463.73-10	HOME LEAD-CONTRACTOR	365.00
				\$365.00
SHOE PALACE #81	0020672	111-0000-228.70-00	BUSINESS LICENSE REFUND	467.62
				\$467.62
SMART & FINAL	031875	111-6060-466.61-20	PARKS AFTER SCHOOL PROG SNACKS	64.32
	047513	111-6060-466.61-20	PARKS AFTER SCHOOL PROG SNACKS	141.98
	27494	111-7010-421.61-20	POLICE DEPT MEETING/EVENT SUPPLY	44.00
				\$250.30
SOUTHERN CALIFORNIA EDISON	2/5/18-3/7/18	111-8024-421.62-10	POLICE DEPT ELECTRICITY	4,574.05
	1/5/18-2/5/18	221-8014-429.62-10	VARIOUS LOCATIONS ELECTRICITY	3,168.35
	2/5/18-3/7/18	221-8014-429.62-10	TRAFFIC SIGNAL ELECTRICITY	45.98
	2/1/18-3/6/18	231-8010-415.62-10	VARIOUS LOCATIONS ELECTRICITY	434.87
	2/2/18-3/6/18	535-8016-431.62-10	PW ELECTRICITY	60.60
				\$8,283.85
STAPLES ADVANTAGE	8048984788	111-0110-411.61-20	CITY COUNCIL OFFICE SUPPLIES	94.86
	8048984788	111-0210-413.61-20	CITY MANAGER OFFICE SUPPLIES	372.57
	8048984788	111-1010-411.61-20	CITY CLERK OFFICE SUPPLIES	39.61
	8048984788	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	581.14
	8048984788	111-5010-419.61-20	COMMUNITY DEV OFFICE SUPPLIES	153.96
	8048984788	111-6010-451.61-20	PARKS & REC OFFICE SUPPLIES	713.81
	8048984788	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	214.24
	8048984788	111-7022-421.61-24	PD PATROL OPS OFFICE SUPPLIES	377.71
	8048984788	111-7030-421.61-20	PD INVESTIGATIONS OFFICE SUPPLIES	159.15
	8048984788	111-7040-421.61-32	PD COMM CENTER OFFICE SUPPLIES	74.83
	8048984788	239-5055-419.61-20	CODE ENFORCE OFFICE SUPPLIES	431.20
				\$3,213.08
STEVEN A. THORESON	0645 01 77444	111-7022-421.61-24	PD SERT TRAINING MATERIALS	129.09
				\$129.09
SUPERION, LLC	204601	111-9010-419.43-15	FINANCIAL SYSTEMS APR2018	11,076.69
				\$11,076.69
T2 SYSTEMS CANADA INC.	31039	231-8010-415.61-20	BATTERY CHARGER	430.08
	31040	231-8010-415.61-20	PARKING PAY STATION PAPER	1,317.76
				\$1,747.84
THE DOMINGUEZ FIRM	1876137	745-9031-413.52-30	CLAIM SETTLEMENT	24,355.75
				\$24,355.75
THE GAS COMPANY	2/7/18-3/9/18	111-8020-431.62-10	PUBLIC WORKS GAS	561.87
	2/7/18-3/9/18	111-8022-419.62-10	CITY HALL GAS	622.73
	2/7/18-3/9/18	111-8023-451.62-10	PARKS & REC GAS	524.53
	2/7/18-3/9/18	111-8024-421.62-10	POLICE DEPT GAS	794.67
				\$2,503.80
TIME CLOCK SALES & SERVICE CO, INC	LM82114.1	111-7040-421.61-31	TIME CLOCK MAINTENCE	138.00
				\$138.00
TITAN LEGAL SERVICES, INC	SU291157-02-01	745-9031-413.32-70	3RD PARTY LIAB LEGAL 12/2017	161.25
				\$161.25
TRAFFIC PARTS	454074	221-8014-429.61-20	CROSSWALK PUSH BUTTONS	180.00
				\$180.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-3-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. BANK	PPE 03/25/2018	802-0000-217.30-20	PARS DEDUCT & CONTRIBUTION	1,945.04
	PPE 03/25/2018	802-0000-217.30-20	PT PARS DEDUCTION	1,864.84
	PPE 03/25/2018	802-0000-218.10-05	PARS EMPLOYER	16,182.42
				\$19,992.30
U.S. HEALTH WORKS	3283913-CA	111-0230-413.56-41	EMPLOYMENT PHYSICALS	566.00
	3288715-CA	111-0230-413.56-41	EMPLOYMENT PHYSICALS	283.00
				\$849.00
UNDERGROUND SERVICE ALERT OF SO CAL	220180126	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	206.35
				\$206.35
UPS	F911X6108	111-7010-421.61-20	POLICE DEPT SHIPPING SERVICE	23.40
				\$23.40
VERIZON WIRELESS	9803661232	111-0110-411.53-10	CITY COUNCIL CELL PHONE 2/17-3/16/18	309.10
	9803661232	111-0210-413.53-10	CM CELL & PARKS SRVC 2/17-3/16/18	69.60
	9802678159	111-6010-419.53-10	PARKS SIM CARD 2/1-3/1/18	38.01
	9803661232	111-6010-419.53-10	PARKS CELL PHONE 2/17-3/16/18	104.99
	9802678159	111-8010-431.53-10	PUBLIC WORKS CELL PHONE 2/1-3/1/18	1,175.62
	9803661232	111-9010-419.53-10	FINANCE CELL PHONE 2/17-3/16/18	184.33
				\$1,881.65
VISION SERVICE PLAN-CA	APRIL2018	802-0000-217.50-30	VISION PREMIUM	4,046.36
	APRIL2018	802-0000-217.50-30	VISION PREMIUM	50.58
				\$4,096.94
WALTERS WHOLESALE ELECTRIC COMPANY	S109944318.002	221-8014-429.74-10	TS POLES SAW TOOL	231.32
	S109144964.001	535-8016-431.61-45	STREET LIGHT SUPPLIES	116.11
	S109839932.001	535-8016-431.61-45	WIRE/HARDWARE REPLACEMNT	102.34
	S109839932.002	535-8016-431.61-45	WIRE/HARDWARE REPLACEMNT	4,567.31
	S109839932.003	535-8016-431.61-45	WIRE/HARDWARE REPLACEMNT	328.50
				\$5,345.58
WATER REPLENISHMENT DISTRICT OF	01/31/2018	681-8030-461.41-00	WATER PRODUCTION JAN18	102,364.20
				\$102,364.20
WATTS HEALTHCARE CORP	0003267	111-0000-228.70-00	BUSINESS LICENSE REFUND	4.10
				\$4.10
WEIL CONSULTING	427	246-5098-463.59-15	LEAD CONFERENCE 4/30-5/3	165.00
	428	246-5098-463.59-15	LEAD CONFERENCE 4/30-5/3	165.00
				\$330.00
WELLS FARGO BANK-FIT	PPE 02/25/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	23.08
	PPE 03/25/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	47,173.43
	PPE 11/05/2017	802-0000-217.20-10	FEDERAL TAX DEPOSIT	48,586.06
				\$95,782.57
WELLS FARGO BANK-MEDICARE	PPE 02/25/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	9.93
	PPE 03/25/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	6,921.20
	PPE 11/05/2017	802-0000-217.10-10	MEDICARE TAX DEPOSIT	5,986.69
				\$12,917.82
WELLS FARGO BANK-SIT	PPE 03/25/2018	802-0000-217.20-20	STATE TAX DEPOSIT	17,688.10
	PPE 11/05/2017	802-0000-217.20-20	STATE TAX DEPOSIT	12,732.54
				\$30,420.64

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-3-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WEST GOVERNMENT SERVICES	837823757	111-7030-421.56-41	INVESTIGATION SRVCS FEB18	624.00
	837901721	111-7030-421.56-41	INVESTIGATION INFO SRVCS	54.75
				\$678.75
WESTCHESTER MEDICAL GROUP	CH139-8151	111-0230-413.56-41	POLICE OFFCR STRESS TEST	200.00
				\$200.00
YASMIN CRUZ	66803/67757	111-6060-466.33-20	CONTRACT INSTRUCTOR	273.60
	67056/67551	111-6060-466.33-20	CONTRACT INSTRUCTOR	121.60
	67190/67636	111-6060-466.33-20	CONTRACT INSTRUCTOR	456.00
	67500/67629	111-6060-466.33-20	CONTRACT INSTRUCTOR	152.00
				\$1,003.20
YAZMIN CHAVEZ	0003	111-0230-413.61-20	ORAL INTERVIEW MEALS	37.86
	028679	111-0230-413.61-20	ORAL INTERVIEW SNACKS	8.03
	072972	111-0230-413.61-20	PD ORAL INTERVIEW MEALS	60.00
				\$105.89
ZAMBRANA, RAMONA	0005075	111-0000-228.70-00	BUSINESS LICENSE REFUND	5.00
				\$5.00
ZAYRA MUNOZ	67573/67603	111-0000-347.70-05	PARKS ANNUAL GYM PASS REFUND	40.00
				\$40.00
				\$1,482,789.33

1 **2-9.03 Limitation of terms.**

2 **2-9.01 Elections.**

3 The date of the City's General Municipal Election shall be conducted on the first
4 Tuesday after the first Monday in November of odd-numbered years, in November
5 2019 and also November 2021. Commencing in 2024, the date of the City's
6 General Municipal Election shall be conducted on the first Tuesday after the first
7 Monday in June of even-numbered years. The terms of those persons who were
8 elected to City offices in March, 2015, shall run until November 2019; those persons
9 who were elected to City offices in March, 2017, shall have their terms run until
10 November 2021. Those elected in November 2019 shall have their terms run until
11 June 2024. Those elected in November 2021 shall have their terms run until June
12 2026.

13 (§ 1, Ord. 543-NS, eff. June 15, 1994, as amended by § 1, Ord. 930-NS, eff. August
14 21, 2014, Ord 959, eff. September 14, 2017 and Ord. 2017-960, eff. September 14,
15 2017, Ord 2017-961, eff. May 3, 2018)

16 **2-9.03 Limitation of terms.**

17 (a) No person shall serve more than three (3) full consecutive terms of office as
18 a City Councilmember (each term is for four (4) years).

19 (b) A person who has served three (3) full consecutive terms as a City
20 Councilmember shall be eligible to serve either as an appointed or elected City
21 Councilmember after being out of office for at least one general municipal election.

22 (c) The term limits established by this chapter shall be applicable to all terms of
23 office for City Councilmembers from and commencing with the terms of City
24 Councilmembers elected at the March 7, 2015, general municipal election.

25 (§ 1, Ord. 700A-NS, eff. March 4, 2003, Ord 959, eff. September 14, 2017 and Ord.
26 2017-960, eff. September 14, 2017, Ord 2017-961, eff. May 3, 2018)

27 **SECTION 2.** This ordinance shall take effect thirty (30) days after its final
28 passage.

SECTION 3. The City Clerk shall certify to the passage and adoption of this
Ordinance and shall cause the same to be published according to law.

PASSED, APPROVED and ADOPTED this 3rd day of April, 2018.

Jhonny Pineda, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

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CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Ordinance No. 2017-961 was introduced at a regular meeting on November 7, 2017, and duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 3rd day of April 2018, by the following vote, to wit:

AYES: Council Member(s):
NOES: Council Member(s):

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this ____ day of _____ 2018.

Donna G. Schwartz, CMC, City Clerk

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, April 3, 2018

REGULAR AGENDA

COUNCIL

4. Appointment of a City Council Member to an Outside Committee

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appointment to the following:

- a. Los Angeles County Board of Supervisors – Huntington Park Oversight Committee

Background:

Previously the Committee Member seat was vacant. On August 9, 2017, Council Member Ortiz was temporarily appointed. Staff is recommending to appoint Council Member Ortiz as Committee Member during her term.



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

April 3, 2018

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 SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATING, INC. FOR GRAFFITI REMOVAL SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve second amendment to agreement with Graffiti Protective Coating, Inc. (GPC) for graffiti removal services;
2. Authorize Interim City Manager to execute agreement; and
3. Encumber the remaining portion of the annual contract amount for FY 2017-2018 for payment of graffiti removal services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) currently contracts with Graffiti Protective Coating, Inc. (Contractor) for the City's graffiti removal services. Crews are to clean all commercial and residential streets, private residents, parking lots, alleys, parks, two story buildings (first and second floors), water well sites, and all City owned property, structures, facilities, etc. within the City limits.

The current agreement is set to expire on April 30, 2018. The agreement allows the term to be renewed for a maximum of two (2) one (1) year extensions. The recommendation is to exercise the final one (1) year extension.

FISCAL IMPACT/FINANCING

The one-year extension would be for \$388,200 per year. If approved, a portion of the contract, \$64,700, would be encumbered from the 2017-18 appropriation. The balance of the contract amount would be budgeted in the FY 2018-2019 operating budget in account number 111-8095-431.56-75.

No additional budget appropriation is required.

CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATING, INC. FOR GRAFFITI REMOVAL SERVICES

April 3, 2018

Page 2 of 2

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Public Works Director

ATTACHMENT(S)

- A. First Amendment to Contract Services Agreement (Master Agreement attached)
- B. Proposed Draft Second Amendment to Contract Services Agreement

ATTACHMENT "A"



2017

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

(Engagement: Graffiti Removal Services for the City)

(Parties: City of Huntington Park – Graffiti Protective Coating, Inc.)

THIS FIRST AMENDMENT (the "First Amendment") to Graffiti Removal Services Agreement is made and entered into this **2nd day of May, 2017** by and between the City of Huntington Park, a municipal corporation (hereinafter, "CITY") and Graffiti Protective Coating, Inc., a Corporation (hereinafter, "CONTRACTOR").

RECITALS

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

WHEREAS, on or about April 14, 2016, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Graffiti Removal Services) (hereinafter, the "Master Agreement") which is attached hereto as Exhibit "A"; and

WHEREAS, the Master Agreement provides that the initial term would be for one (1) year, with the option of two (2) one (1) year extensions. The option to extend may be exercised in the CITY's sole discretion by providing written notice of its intent to extend the Master Agreement; and

WHEREAS, the Parties desire to amend the Master Agreement by modifying the term of the Master Agreement; and

WHEREAS, Section 6.16 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

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. Term. Section 1.2 of the Master Agreement is hereby amended to be replaced with the following: "The term of this Agreement shall commence on May 1, 2017 and expires on April 30, 2018 with an option for the city council to exercise a one (1) year extension at the conclusion of the first year. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate the Master Agreement at any time for convenience or for cause."

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

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

4. 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 to be executed on the day and year first appearing above.

CITY OF HUNTINGTON PARK:

By: Edgar P. Cisneros
Edgar P. Cisneros
City Manager

Date: 5/10/17

ATTEST:

By: Donna G. Schwartz
Donna G. Schwartz
City Clerk, CMC

Date: 5/10/17

APPROVED AS TO FORM:

By: Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman
City Attorney

Date: 5-10-17

GRAFFITI PROTECTIVE COATING, INC:

By: Carla Lenhoff

Name: Carla Lenhoff

Its: President

Date: 6-1-17

Exhibit A



GRAFFITI REMOVAL

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **14th day of April, 2016** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Graffiti Protective Coating, 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.
- 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 **Three Hundred Eighty-Eight Thousand and Two Hundred (\$388,200.00)** (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 itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay 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.

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 five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

Graffiti Protective Coating, Inc.
(GPC)
419 N. Larchmount Blvd #264
Los Angeles, CA 90004
Atten: Barry Steinhart
Phone: (323) 464-4472
Fax: (323) 656-3579

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:

By: Edgar Cisneros
Edgar Cisneros
City Manager

Graffiti Protective Coating, Inc. (GPC)

By: Carla Kempff

Name: Carla Kempff

Title: President

APPROVED AS TO FORM:

By: Arnold Alvarez-Glasman
Arnold Alvarez-Glasman
City Attorney

EXHIBIT A SCOPE OF SERVICES

GRAFFITI REMOVAL SCOPE OF SERVICES AND BID SCHEDULE

MINIMUM REQUIREMENTS GRAFFITI REMOVAL

- C-33 Contractor's License.
- Insurance as required by the City of Huntington Park. This includes Worker Compensation Insurance encompassing all employees.
- All vehicles, equipment, tools and materials necessary for safe and effective graffiti removal.
- The Contractor will remove graffiti within 8 working hours after assignment by the City. All graffiti identified by the Contractor must be removed within 24 working hours. Any graffiti containing obscenities shall be removed immediately on identification or assignment.
- The Contractor will have and use reclamation equipment to prevent water used in the graffiti removal process from entering storm drains. Such water shall be disposed of properly.
- Contractor must have appropriate equipment to remove graffiti from hard to reach areas including elevated structures.
- Contractor's vehicle must be labeled with Contractor's business name.

WORK PERFORMED BY COMPANY OR INDIVIDUAL

A crew is defined as one individual operating a marked service truck for the purpose of the removal of graffiti in the City of Huntington Park.

- Crews are to clean all commercial and residential streets, private residents, parking lots, alleys, parks, two story buildings (first and second floors), water well sites, and all City owned property, structures, facilities, etc. within the City limits.
- Contractor is to patrol streets as part of daily routine to seek and remove all visible vandalism. During patrols, Contractor is to remove all graffiti no matter how small including but not limited to walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, water facilities, roofs, sewer lids, vents, streets, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, such stickers, mail boxes, banners, buildings, and all graffiti as directed or otherwise.
- City is seeking to maintain the highest standard possible. Paint must be professional matched to existing color. Sidewalks, natural brick and stone must

be pressure washed or removed in a manner not to harm surfaces. Damage to surfaces and any damage caused by contractor shall be repaired immediately at the contractor sole expense, without reimbursement from the City.

- Contractor is to provide verified worksheets from all trucks which must include graffiti removal sites, type of graffiti removed, approximate square footage, time-in, and time-out.
- Contractor must also perform a weekly cleaning of approximately eight (8) City-owned trash dumpster enclosures. A high-pressure steam cleaner must be used to clean dirt, grease, grime, graffiti, and the like from the interior and exterior walls of the enclosures and the grounds of the enclosures, up to a 5' radius from the walls of the trash enclosures. City is seeking to maintain these designated trash dumpster enclosures to the highest standard possible. Frequency of cleaning is subject to change upon the need of the City.
- Contractor to provide all equipment, tools, and other materials to complete trash dumpster enclosure cleaning as specified.

The Contractor will:

- Identify each graffiti incident using a City provided graffiti removal request form.
- Provide a daily list of each graffiti incidents removed by each crew.
- Provide a daily total of graffiti incidents removed by each crew.
- Carry a cellular phone and respond to calls.
- Immediately remove graffiti incidents containing obscenities of any type.

The Contractor agrees to provide a performance bond for the full amount of the contract, upon award of the contract.

WORK ORDER MANAGEMENT SYSTEM

- a. Contractor shall provide a work order management system for receiving, tracking, and closing work orders which City personnel may access.
- b. Work order shall include:
 - (1) Location or address;
 - (2) Before and after photos;
 - (3) Date abatement performed;
 - (4) Response time in hours;
 - (5) City department;

- (6) City contact name;
 - (7) Date of request;
 - (8) Square footage;
 - (9) Surface type;
 - (10) Public or private property;
 - (11) Brief description of graffiti;
 - (12) Description of remedy; and
 - (13) Gang tag ID.
- c. Work order management system shall allow City personnel to monitor City work orders and projects.
 - d. Location shall include photo from a mobile device with GPS online mapping application similar to Picasa 3 Freeware.
 - e. The City shall have access to this data following completion of work order for a period of three (3) years.

Emergency Responses

The City will have direct cell phone contact to the project manager, the assistant project manager, Contractor's President, as well as the 24-hour answering service that will be linked to the local office. Contractor shall guarantee a 1-hour or less response to all emergency requests. This service is included in the contract price and no additional compensation will be allowed.

Adherence to All Local, State and Federal Laws and Requirements

The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

Key Personnel

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

The Contractor shall assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

The contractor shall be responsible for, but not limited to, the following:

- 1) Adherence to schedules;
- 2) Maintenance or replacement of cleaning equipment;
- 3) Notifying City of any personnel changes; and
- 4) Training of new personnel.

Supervisors

The Contractor shall provide access to a qualified English speaking supervision at all times. The supervision shall work with City of Huntington Park personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract.

The Contractor shall designate in writing to the City's Public Works Department, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 a.m. through 5:00 p.m. The Contractor's Project Manager shall be the Contract Supervisor.

Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Director of Public Works or designee, for repeated non-compliance of these requirements or for any reason or no reason.

Contractor shall meet in conference with the City's Public Works Director or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. (Contractor will be responsible for completing weekly inspection reports on all facilities). At a minimum, inspection reports for the previous one month period shall be reviewed by the City's Public Works Director or designee and the Contractor's Project Manager.

Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Public Works Director or designee immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee constitutes a satisfactory security risk, his/her employment on the contract will be denied.

Background Check: The Contractor's employees who will work in buildings owned by the City of Huntington Park shall be required to be cleared through the City of Huntington Park Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from City of Huntington Park, the Contractor must supply personnel information within ten (10) working days.

Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

Identification and Uniforms: All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and City. Uniforms will at all times be clean and neat in appearance. Closed-toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City facilities.

Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable by City Staff shall be discharged immediately and not reemployed on this work.

Supervision: Contractor shall provide a supervisor or foreman who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.

Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in contract services.

Nondiscrimination: The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

Employee List

The Contractor shall provide to the City's Public Works Director or designee an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by areas and crews in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of driver's licenses and social security cards. Changes to the list shall be reported, in writing, to the City's Public Works Director within one working day. Employees terminated by the Contractor shall be reported the day to the City's Public Works Director or designee, unless it is after hours, then the next business morning shall be acceptable.

Removal of Staff

The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

Backup Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

Unauthorized Personnel

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

Prohibited Items

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

City & Personal Property of City Personnel

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against

unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Public Works Director within twenty-four (24) hours.

Telephones

Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use **'9-911'**) and notification to the Huntington Park Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

Hours of Work

The Contractor shall provide no less than the minimum number of estimated hours as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

Care of Facilities

Contractor's employees shall regularly observe the general condition of all City facilities and report problem areas to Contractor's supervisor. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call or Public Works Superintendent or his designee, immediately.

Alarm System: Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

Damages: The Contractor will be responsible for all damages to the facility or contents caused by the Contractor or their staff during the performance of their duties.

Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

Removal of items: The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Huntington Park in writing.

ATTACHMENT "B"



2018

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT

(Engagement: Graffiti Removal Services for the City)

(Parties: City of Huntington Park – Graffiti Protective Coating, Inc.)

THIS SECOND AMENDMENT (the “Second Amendment”) to Graffiti Removal Services Agreement is made and entered into this **1st day of May, 2018** by and between the City of Huntington Park, a municipal corporation (hereinafter, “CITY”) and Graffiti Protective Coating, Inc., a Corporation (hereinafter, “CONTRACTOR”) and expiring on April 30, 2019. For the purposes of this agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.”

RECITALS

WHEREAS, on or about April 14, 2016, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Graffiti Removal Services) (hereinafter, the “Master Agreement”); and

WHEREAS, City and Contractor are parties to that certain First Amendment to Agreement, dated May 2, 2017 (Exhibit A); and

WHEREAS, Section 6.16 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

WHEREAS, Parties desire to amend the Master Agreement to extend the term of the Agreement.

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. Term. Section 1.2 of the Master Agreement is hereby amended to be replaced with the following: “The term of this Agreement shall commence on May 1, 2018

and expire on April 30, 2019. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate the Master Agreement at any time for convenience or for cause."

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

3. In the event of any conflict or inconsistency between this Second Amendment and the Master Agreement, the provisions of this Second Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

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

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

CITY OF HUNTINGTON PARK:

GRAFFITI PROTECTIVE COATING, INC:

By: _____
Ricardo Reyes
Interim City Manager

By: _____
Name: _____

Date: _____

Its: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Arnold M. Alvarez-Glasman
City Attorney

Date: _____



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 3, 2018

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 AN ORDINANCE AMENDMENT BUNDLE RELATING TO VARIOUS SECTIONS OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis;
3. Waive first reading and introduce Ordinance No. 2018-962, approving a Zoning Ordinance Amendment bundle relating to various sections of the City of Huntington Park's Municipal Code; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the April 17, 2018 City Council meeting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

Over time, Municipal Codes require amendments as a result of changes to Federal and State Law, advancements in technology, or changes in land use trends. Consequently, Planning Division staff has prepared a Zoning Ordinance Amendment (ZOA) bundle relating to various sections of the Huntington Park Municipal Code (HPMC), including HPMC relocations, to various sections of the code.

The proposed amendments will promote safer and more aesthetically pleasing development within the City and maintain consistency with the HPMC. The sections of the HPMC proposed to be amended are listed below.

HPMC Section 9-1.203, Definitions
HPMC Section 9-3.803, Off-Street Parking Standards

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HPMC Section 9-3.804, Off-Street Parking Standards
HPMC Section 9-4.102, Allowed Uses (Residential)
HPMC Section 9-4.103, Zoning District Development Standards (Residential)
HPMC Section 9-4.202, Allowed Uses (Commercial)
HPMC Section 9-4.203, Zoning District Development Standards (Commercial)
HPMC Section 9-4.303, General Standards (Industrial)
HPMC Section 3-1.12, Dances
HPMC Section 3-1.13, Entertainment Permits
HPMC Section 3-1.22, Special Events
HPMC Section 5-13, Activities in Public Places
HPMC Section 5-31, Motion Picture and Film Permits
HPMC Section 8-3, Fences and Walls

Planning Commission Meeting

Typically, the first step in the amendment process is to hold a study session with the City's Planning Commission. On May 17, 2017, a ZOA study session was presented to the Planning Commission. At the study session, the Planning Commission discussed various ZOAs to the HPMC pertaining to, but not limited to, definitions, parking standards, development standards, and code relocations.

On November 15, 2017, the Planning Commission held a public hearing and considered ZOA Case Number 2017-08 regarding proposed changes to various sections of the HPMC. After considering the proposed amendments, the Planning Commission recommended approval of the proposed changes and approved a resolution to the City Council in support of the ordinance amendments.

Proposed Zoning Ordinance Amendment

For the purpose of this staff report, all existing HPMC language will be identified in normal font, all HPMC sections proposed to be deleted will be identified in ~~strikethrough~~ font, and proposed language is identified in **bold underline**.

• HPMC SECTION 9-1.203 – DEFINITIONS

1. "Accessory Structure/Building" means a structure detached from a principal structure on the same parcel, incidental to the principal structure and not designed for human habitation, **and shall incorporate a design, including materials and colors, similar to the principal structure, and shall be located in an efficient manner in compliance with all applicable zoning requirements. Accessory structures/buildings shall not occupy a required front or side setback.**
2. "Garage" means an enclosed structure or a portion of an enclosed structure, used for the parking of vehicles. **Garage design and architecture shall be compatible with the main dwelling unit(s). A minimum unobstructed inside dimension of twenty (20) feet by twenty (20) feet shall be maintained for a two (2) car garage.**

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3. "Carport" means a permanent roofed structure along the path of a driveway not completely enclosed that is used for vehicle parking for the occupants of the premises. A two (2) car carport shall have a minimum unobstructed inside dimension of eighteen (18) feet width by twenty (20) feet length. A one (1) car carport shall have a minimum unobstructed inside dimension of nine (9) feet width by twenty (20) feet length. For residential properties, carports shall not substitute a garage.
4. "Lot coverage" means the percent of a parcel that is covered by structures, including main and accessory buildings, carports, and patio covers. ~~On residential parcels, lot coverage excludes patios open on at least two (2) sides and gazebos up to 300 square feet in area.~~
5. "Patio cover" means a permanent roofed structure with a maximum of three (3) walls to be used only for recreational or outdoor living purposes. Patio covers shall only be located behind a main structure and not be visible from a public right-of-way.
6. "Storage shed" shall mean accessory structure/building utilized for the keeping of items belonging to the occupant(s) of the property. Storage sheds shall be exempt from a Building permit and Planning approval subject to the following: 1) are less than 120 square feet; 2) do not require a Building permit, including electrical or mechanical; 3) are not placed on a permanent foundation; 4) and have a maximum exterior height of 7'-6". All accessory structures shall comply with zoning district setbacks even if a permit is not required. Maximum of one (1) storage shed per parcel.

- **HPMC SECTION 9-3.803, OFF-STREET PARKING STANDARDS (GENERAL REGULATIONS)**

1. Off-street parking shall be provided subject to the provisions of this chapter for:
 - A. Any new structure;
 - B. Any new use established;
 - C. Any addition or enlargement of an existing structure or use; or
 - D. Any change in the occupancy of any structure or the manner in which any use is conducted that would result in additional parking spaces being required.
2. As an exception to the above requirements, on a parcel containing only a single-family residence, an existing single-family residence that has less than the required number of parking spaces may be enlarged without providing additional parking spaces if ~~either of the following apply:~~
 - A. The addition is less than 300 gross square feet; or

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~~B. The addition, when combined with the square footage of the existing structure (excluding any garage space) equals less than 1,300 gross square feet.~~

the addition when combined with the square footage of the existing structure (excluding any garage space) equals less than 1,500 square feet.

• HPMC SECTION 9-3.804, OFF-STREET PARKING STANDARDS (NUMBER OF PARKING SPACES REQUIRED)

USE	NUMBER OF REQUIRED SPACES
1. Residential	
Single-family detached dwellings	2 spaces within a garage, plus 1 uncovered guest parking space.
Single-family attached dwellings	2 spaces within a garage, plus 1 uncovered guest space for every 3 units dwelling unit.
Mobile home parks	1.5 covered spaces, plus 1 uncovered guest space for every 3 units.
Multi-family residential	2 covered spaces per unit, plus 1 uncovered guest space for every 3 units unit.
Small family child day care home	No additional spaces required.
Large family child day care home	2 spaces for the primary residence, plus one for loading/unloading passengers.
Residential clubs, fraternity/sorority houses rooming houses and similar facilities with guest rooms	1 space for each 2 guest rooms.
Retirement homes, senior housing, congregate care	1 space for each 2 guest rooms.
Second dwelling	2 spaces within a garage or carport located at the rear half of the parcel, plus 1 uncovered guest parking space.
Single room occupancy	1 space for each 4 guest rooms.

• HPMC SECTION 9-4.102, ALLOWED USES (RESIDENTIAL ZONES)

Table IV-1
ALLOWED LAND USES

LAND ACTIVITY		R-L	R-M	R-H
1.	Residential Uses			
	A. Condominiums	D	D	D
	B. Convalescent Homes	-	C	C
	C. Child Day Care Facility			
	Small Family Child Day Care Home	P	P	P
	Large Family Child Day Care Home	LCC	LCC	LCC

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LAND ACTIVITY		R-L	R-M	R-H
	Day Care Center	C	C	C
D.	Density Bonus/Affordable Housing	P	P	P
E.	Manufactured Housing	D	D	D
F.	Multi-Family Dwellings	-	D	D
G.	Second Dwelling Unit/"Granny" Housing/Guest House	P	-	-
H.	Senior Citizen/Congregate Care Housing	-	-	C
I.	Single-Family Dwellings	P	P	P
J.	Single Room Occupancy Facilities	-	-	D
K.	Group Homes			
	6 or less clients	P	P	P
	7 or more clients	C	C	C
L.	Transitional Housing*	-	D	D
M.	Supportive Housing*	-	D	D
N.	Zero Lot Line/Small Lot Residential Developments	-	D	D
2.	Recreational Accessory Uses			
A.	Swimming Pool, Private	P	P	P
B.	Tennis Court, Private	D	D	D
C.	Tree "Play" House	P	P	P
3.	Accessory Uses			
A.	Fences and Walls	P	P	P
B.	Garage	P	P	P
C.	Keeping of Domestic Animals/Household Pets	P	P	P
<u>D.</u>	<u>LAUNDRY FACILITIES (WASHER AND DRYER)</u>	<u>P**</u>	<u>P**</u>	<u>P**</u>
<u>E.</u>	<u>Outdoor Play/Athletic Equipment</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>F.</u>	<u>Patio (with or without cover)/Gazebo</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>G.</u>	<u>Satellite Dish Antenna</u>	<u>D</u>	<u>D</u>	<u>D</u>
<u>H.</u>	<u>Storage</u>	<u>D</u>	<u>D</u>	<u>D</u>
<u>I.</u>	<u>Vehicle Repair (Property owner/tenant vehicle only and only within enclosed garage/yard)</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>J.</u>	<u>Vertical Antenna</u>			
	12 feet or less in height	P	P	P
	12+ feet in height	D	D	D
4.	Other			
A.	Churches	-	C	C
B.	Private Schools	-	C	C
C.	Public Utilities/ Facilities	D	D	D
5.	Home Enterprises	Subject to Home Enterprise Permit		
6.	Temporary Uses	Subject to Temporary Use Permit		

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* Note: Assumes transitional and supportive housing is configured as a multi-family residential use, and is therefore subject to a Development Permit. If such housing were configured as a single-family use, it would be permitted by right within the R-M and R-H zones.

**** Laundry facilities shall be located within the footprint of a dwelling unit. For multifamily properties, common laundry facilities shall be located in a detached or attached enclosed room specifically designated as a laundry facility and shall consist of not less than one automatic washer and dryer for every four units.**

- **HPMC SECTION 9-4.103, ZONING DISTRICT DEVELOPMENT STANDARDS (RESIDENTIAL ZONES)**

Table IV-2
ZONING DISTRICT DEVELOPMENT STANDARDS

STANDARD	R-L	R-M	R-H
Maximum Units/Acre	8.712	17.424	20.0
Lot Area (square feet)	5000*	5000*	15000*
Lot Width (feet)	45*	45*	100*
Lot Depth (feet)	80*	100*	100*
Front Setback (feet)	20 ¹	15 ¹	10 ¹
Rear Setback (feet)	10	10	10
Side Setback (each)	4 feet plus 1 foot for each story over 1 story		
Side Setback (street side)	10 feet plus 1 foot for each story over 1 story		
Lot Coverage (Building Footprint) (percent, maximum)	45%	55%	65%
Distance Between Structures (feet)	6	10 ²	10 ²
Structure Height (feet, maximum)	35, 2 stories	35	45
Private Outdoor Useable Space (square feet per unit) ³	450	250/200	200/150
Common Useable Open Space (square feet per unit) ⁴	0	200	200
Main Structure Height (maximum)	35 feet, 2 stories	35 feet	45 feet
Accessory Structure Height (maximum)	20 feet or 1 story whichever is less	20 feet or 1 story whichever is less	20 feet or 1 story whichever is less
Antennae, Vertical	(Refer to Chapter 3 Article 1 Property Development Standards)		
Fences, Walls, and Hedges	(Refer to Chapter 3 Article 1 Property Development Standards)		
Satellite Dish Antennae	(Refer to Chapter 3 Article 1 Property Development Standards)		

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*** Lots created before January 1, 2017 containing no more than one dwelling unit are exempt from the minimum lot size standards. Properties falling under this exemption shall maintain a maximum of one dwelling unit and are subject to compliance with all other applicable development standards.**

1. Garage door setback for single-family uses shall be a minimum of twenty (20) feet from the front property line.
2. When two (2) walls face each other and neither has a window opening they shall be separated by at least six (6) feet. If one or more of the walls has a window opening, they shall be separated by at least ten (10) feet.
3. Each ground floor dwelling unit shall be provided with 250/200 (R-M/R-H) square feet of private outdoor useable space while each upper story unit shall be provided with 200/150 (R-M/R-H) square feet of private outdoor area. Private outdoor space for condominium developments/conversions shall be in compliance with Section 9-3.1507 of the Huntington Park Municipal Code. The Director shall have the authority to adjust/average these minimum standards when doing so would result in an improved design and an enhanced overall provision of private outdoor space.
4. All multi-family residential developments shall provide common useable open space in compliance with Subsection 9-4.103, below. Common open space for condominium developments/conversions shall be in compliance with Section 9-3.1507 of the Huntington Park Municipal Code.

Table IV-3
ACCESSORY STRUCTURES – SINGLE-FAMILY ~~DETACHED~~ HOMES

Structure/Construction/Equipment	Property Line	Required Setback (In Feet)
Detached Garage, <u>carport</u>	Rear	0 <u>3</u> (no windows/doors)*
	Side	3 (with openings)*
		0 (no windows/doors)*
	Side (street)	3 (with openings)* Main building setback
Swimming pool, spa, storage shed, fish pond	Rear	3
	Side	3
	Side (street)	Main building setback
Stationary barbecue, fire pit, attached patio cover, <u>attached carport</u> , gazebo	Rear	3
	Side	3
	Side (street)	Main building setback
Unenclosed/detached patio cover (within rear 1/3 of parcel)	Rear	1
	Side	1

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Structure/Construction/Equipment	Property Line	Required Setback (In Feet)
	Side (street)	Main building setback
Air conditioning equipment, pool and spa equipment, and ground-based antennae	Rear	3
	Side	3 located in rear yard; Main building setback located in side yard.
	Side (street)	3 located in rear yard; Main building setback located in side yard.
Tennis court	Front, side, rear	Main building setback
Balcony, exterior stairs in excess of 30 inches	Front, side, rear	Main building setback
* If in the rear 33% of the lot, otherwise main building setback requirements apply.		
In no case shall a structure, construction, projection, or equipment be placed or occur beyond the property lines of the subject parcel.		

Table IV-4
ACCESSORY STRUCTURES – SINGLE ~~MULTI-FAMILY ATTACHED~~ HOMES

Structure/ Construction/Equipment	Property Line	Required Setback (In Feet)
Detached Garage, <u>carport</u>	Rear 50% of lot	0/3 with openings
	Side	0/3 with openings
	Side (street)	Main building setback
Spa, spa equipment, storage shed, fish pond, ground-based antennae	Front	3
	Side	3
	Rear	3
Stationary barbecue, fire pit, attached patio cover, <u>carport</u> , gazebo	Front	3
	Side	3
	Rear	3
Unenclosed/detached patio cover (within rear 1/3 of parcel)	Front	1
	Side	1
	Rear	1

I. Minimum Room Size Standards. Minimum room size standards are as follows:

Room	Minimum Area in Square Feet
Garage (2-car)	400
Bedroom	100
Full bath (tub, toilet, and lavatory)	50
Three-quarter bath (stall shower, toilet, and lavatory)	35
Half bath (toilet and lavatory)	25

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Common living areas of a dwelling unit, such as living rooms, dining areas, kitchen, family room, etc, need to be in proportion to the number of bedrooms provided to properly accommodate the occupants. The area occupied by the common living areas shall be equal to or larger than the area occupied by the bedrooms.

- **HPMC SECTION 9-4.202, ALLOWED USES (COMMERCIAL ZONES)**

Table IV-5
ALLOWED LAND USES

Land Use Activity		C-P	C-N	C-G
Administrative and Professional Offices:				
1.	Administrative, Business, Service, and Public Utilities	P	P	P
2.	Accounting, Consulting, Counseling, Design, and Legal	P	P	P
3.	Headquarters (Business, Corporate, and Government)	P	P	P
4.	Medical/Dental Uses	P	P	P
General Commercial Uses:				
1.	Auditoriums/Concert/Convention Halls	-	-	C
2.	Alcoholic Beverage Sales/Serving Establishments [see regulations in Section 9-4.203(2)(A) and Table IV-7]			
3.	Amusement/Video Arcades	-	-	C
4.	Antique Shops	-	P	P
5.	Apparel/Shoe Stores	-	P	P
6.	Appliance Stores	-	P	P
7.	Art/Photography Shops, Studios, Galleries	P	P	P
8.	Auction Sales	-	-	D
9.	Automobile, Motorcycle, and Truck Dealerships	-	-	C
10.	<u>Automobile Parts Supply (retail only, no auto repair)</u>	-	-	<u>CP</u>
11.	Automobile Rental Agencies	-	-	D
12.	Automobile Repair Specialty Shops	-	-	C
13.	Automobile Service Centers	-	-	C
14.	Bakeries (retail only)	-	P	P
15.	Banks/Financial Offices	P	P	P
16.	Banquet Halls, Lodges, and Conference Halls	-	-	C
17.	Barber/Beauty/Nail Shops	P	P	P
18.	Bars, Cocktail Lounges, Taverns	-	-	C

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	Land Use Activity	C-P	C-N	C-G
19.	Bicycle Shops (sales/service, non-motorized)	-	P	P
20.	Billiard/Pool Centers	-	-	C
21.	Book Stores (new/used)	-	P	P
22.	Book Stores/Adult Business [see regulations in Chapter 5-20]	-	-	P
23.	Bowling Alley	-	-	C
24.	Camera Film Drop Off/Express Developing	P	P	P
25.	Camera Shop (new/used)	-	P	P
26.	Candy, Confectionery/Ice Cream Stores	-	P	P
27.	Car Washes	-	-	C
28.	Catering Establishments	-	-	P
29.	Check Cashing	-	C	C
30.	Churches	C	C	C
31.	Communication Equipment Buildings	P	P	P
32.	Commuter Bus Stations	-	-	C
33.	Convenience Stores, Mini-Markets	-	D	D
34.	Cultural/Community Facilities	P	P	P
35.	Currency Exchanges	-	-	C
36.	Dance Hall/Club	-	-	C
37.	Dance School/Studios	-	C	P
38.	Day Care Center	C	C	C
39.	Delicatessens, Sandwich Shops, Donut Shop, Coffee Houses, Juice Bars under 2,000 square feet over 2,000 square feet	C -	P C	P C
40.	Department Stores	-	P	P
41.	Discount/Club Membership Stores	-	-	P
42.	Drug Stores	-	P	P
43.	Dry Cleaning/Dyeing (retail only)	-	P	P
44.	Electronic/Computer Stores	-	P	P
45.	Escort Bureau/Introductory Service	C	-	C
46.	Figure Model Studio (non-nude)	-	-	C
47.	Floor Covering/Drapery Store	-	-	P
48.	Florist Shops	P	P	P
49.	Furniture Stores	-	-	P
50.	Gift/Stationery Stores	-	P	P

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Land Use Activity		C-P	C-N	C-G
51.	Glass Shop (sales/service)	-	-	P
52.	Grocery Stores (including supermarkets)	-	P	P
53.	Gun Shops	-	-	C
54.	Hardware Stores (up to 10,000 square feet)	-	P	P
55.	Health/Athletic Clubs (excluding massage parlors)	P	P	P
56.	Hobby Shops	-	P	P
57.	Home Improvement Centers (over 10,000 square feet)	-	-	C
58.	Hospitals	C	C	C
59.	Hotels/Motels	-	-	C
60.	Ice Cream Parlors	-	P	P
61.	Interior Decorating Shop	-	P	P
62.	Jewelry Sales/Repair Stores	-	P	P
63.	Laboratories (including film, medical, and dental)	-	P	P
64.	Laundromat (retail only)	-	P	P
65.	Lighting Fixture Stores	-	-	P
66.	Locksmith Shops	-	P	C
67.	Marine Sales/Service	-	-	P
68.	Massage Parlors (acupressure)	-	-	-
69.	Mini-Malls	-	D	D
70.	Money Advance	-	C	C
71.	Money Transfer	-	C	C
72.	<u>Mortuaries</u>	-	C	<u>PC</u>
73.	Multiple Tenant Merchandise Mart	-	-	C
74.	Museums	P	P	P
75.	Music Stores	-	P	P
76.	Newspaper/Magazine Stores	-	P	P
77.	Nightclubs (with entertainment/dancing)	-	-	C
78.	Nurseries/Garden Supply Store	-	P	P
79.	Office Supplies/Equipment (retail only)	P	-	P
80.	Optical Shop	P	P	P
81.	Paint/Wallpaper Stores (retail only)	-	P	P
82.	Parcel Shipping/Copy/Fax Centers	P	P	P
83.	Parking Structures	C	C	C
84.	Pawn Shop/Brokers	-	-	C
85.	Pet Shops	-	P	P

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Land Use Activity		C-P	C-N	C-G
86.	Plumbing Fixture Stores	-	P	P
87.	Pool Supply (retail only)	-	P	P
88.	Post Office Substation	P	P	P
89.	Printing/Blueprinting Shops	P	P	P
90.	Private Schools	C	C	C
91.	Publicly Accessible Telephones¹	P	P	P
92.	Radio/Television Broadcasting Studios (no transmitting)	P	-	C
93.	Recording Studios	P	C	P
94.	Recycling Facilities	-	C	C
95.	Restaurants (less than 4,000 square feet, excluding drive-thrus)	-	D	D
96.	Restaurants (greater than 4,000 square feet, excluding drive-thrus)	-	C	C
97.	Restaurants (with drive-thru facilities)	-	-	C
98.	Restaurants (where outdoor eating facilities are larger than 400 square feet)	-	C	C
99.	Saving and Loans	P	P	P
100.	Secondhand Stores	-	-	P
101.	Service Stations (including gas stations)	-	C	C
102.	Shoe Repair	-	P	P
103.	Shuttle Stations	-	-	C
104.	Sign/Lettering Shops (with retail sales area)	P	P	P ²
105.	Skating Rinks	-	C	C
106.	Sporting Goods Stores	-	P	P
107.	Stamp/Coin Shops	P	P	P
108.	Tailor Shops	P	P	P
109.	Tattoo or Body Piercing Parlor	-	-	C
110.	Tennis Court, Commercial	D	D	D
111.	Theaters, Movie (excluding drive-ins)	-	-	C
112.	Ticket Sales	P	P	P
113.	Tobacco/Smoke Shops [see regulations in Section 4-19.03]	-	P	P
114.	Toy Stores	-	P	P
115.	Trade Schools/Private Schools	C	C	C
116.	Travel Agencies	P	P	P
117.	Variety Stores	-	P	P
118.	Vending Machines (outside, accessory use only)	C	C	C
119.	Veterinary Offices/Animal Hospitals	C	C	C
120.	Video Machines (up to 5)	P	P	P

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Land Use Activity		C-P	C-N	C-G
121.	Video Stores (up to a maximum net display area of 25% of total video displays devoted to adult videos)	-	P	P
122.	Wedding Chapels	C	C	C
Other Uses:				
1.	Antennae (accessory only)	C	C	C
2.	Condominiums	-	-	-
3.	Convalescent Homes	C	C	C
4.	Drive-Thru Establishments (accessory only)	-	-	C
5.	Emergency Shelters	-	-	C
6.	Residential Developments (20 du/acre) ¹	D	D	-
7.	Outdoor Storage (accessory only)	-	C	C
8.	Wireless Communications Facilities	C	C	C
9.	Senior Citizen Housing (only in Senior Citizen Housing Overlay District)	-	-	-
10.	Single Room Occupancy	-	-	-

~~1 ——— Public telephones shall not be allowed in the DTSP zoning district unless located completely within an enclosed leasable building space and more than ten (10) feet from any pedestrian opening into a building unless with a valid Publicly Accessible Telephone Permit, see Chapter 36 of Title 5 of the Municipal Code.~~

21 Exceptions for mixed use if within 0.5 miles of a Transit Center, or 0.25 miles of a Transit Node or a Transit Corridor, as defined by the Metropolitan Transportation Authority Congestion Management Plan, or if other transit improvement measures are provided as determined by the review authority.

• HPMC SECTION 9-4.203(2.K), ZONING DISTRICT DEVELOPMENT STANDARD (COMMERCIAL)

~~Multiple Tenants Within a Single Retail Establishment. A multiple tenant retail establishment with between two (2) to four (4) businesses within a single establishment shall comply with the following standards before a business license will be issued by the City.~~

~~1. There shall not be more than three (3) additional licenses (or secondary tenants) within an existing retail sales business (or primary tenant), based upon one additional license for each 1,000 square feet of retailing floor area. Nonretail areas (e.g., storage, restrooms, offices, etc.), of the primary tenant shall not be counted in the ratio;~~

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- ~~2. Any secondary tenant shall be complementary as determined by the Director and the decision shall be appealable to the Planning Administrative Committee;~~
- ~~3. Each tenant shall be guaranteed clear access from a public right-of-way;~~
- ~~4. Parking requirements shall be imposed for secondary tenant businesses in excess of 400 square feet or as determined by the Director;~~
- ~~5. All signage requirements as prescribed in Chapter 3, Article 12 (Sign Standards) shall apply regardless of the number of tenant businesses at any location; and~~
- ~~6. A Site Plan Review approval by the Department shall be required prior to zoning use approval and license issuance.~~

(1) A multiple tenant retail establishment. Multiple tenant retail establishments with a maximum of three businesses within one tenant space or suite shall comply with the following standards.

- a) There shall not be more than three business licenses issued within one retail tenant space or suite, based upon one additional license for every 1,500 square feet of retailing floor area.**
- b) A tenant space with up to 1,500 square feet of retail space shall be allowed one business license.**
- c) A tenant space between 1,501 square feet and 3,000 square feet of retail space shall be allowed a maximum of two business licenses.**
- d) A tenant space with greater than 3,000 square feet of retail space shall be allowed a maximum of three business licenses.**
- e) Non-retail areas (e.g., storage, restrooms, offices, etc.) shall not be counted in the ratio.**
- f) Any secondary tenant shall offer like products as determined by the Director of Community Development and the decision shall be appealable to the Planning Commission.**
- g) Each tenant shall be guaranteed clear access from a public right-of-way.**
- h) Each tenant must occupy a minimum of 400 square feet of floor space. Non-retail areas (e.g., storage, restrooms, offices, etc.) shall not be counted as part of the 400 square feet.**
- i) All signage requirements as prescribed in the Zoning Code Chapter 3, Article 12 (Sign Standards) shall apply regardless of the number of tenant**

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businesses at any location.

j). A Development Permit must be approved by the Community Development Department prior to zoning use approval and license issuance.

(2) A multiple tenant office establishment. A multiple tenant office establishment with a maximum of three businesses within one tenant space or suite shall comply with the following standards.

a) There shall not be more than three business licenses issued within one office tenant space or suite, based upon one additional license for every 400 square feet of office floor area.

b) A tenant space with up to 400 square feet of office space shall be allowed one business license.

c) A tenant space between 401 square feet and 800 square feet of office space shall be allowed a maximum of two business licenses.

d) A tenant space with greater than 800 square feet of retail space shall be allowed a maximum of three business licenses.

e) Common areas (e.g., storage, restrooms, lobby, etc.) shall not be counted in the ratio.

f). Any secondary tenant shall offer like products or services as determined by the Director of Community Development and the decision shall be appealable to the Planning Commission.

g). Each tenant shall be guaranteed clear access from a public right-of-way.

h). Each tenant must occupy a minimum of 200 square feet of floor space. Common (e.g., storage, restrooms, lobby, etc.) shall not be counted as part of the 200 square feet.

i). All signage requirements as prescribed in the Zoning Code Chapter 3, Article 12 (Sign Standards) shall apply regardless of the number of tenant businesses at any location.

j). A Development Permit must be approved by the Community Development Department prior to zoning use approval and license issuance.

- HPMC SECTION 9-4.303(2), GENERAL STANDARDS (INDUSTRIAL)

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F. Multiple Tenants Within a Single Establishment

A multiple manufacturing or warehousing tenant space or suite shall comply with the following standards.

A. There shall not be more than three business licenses issued within one tenant space or suite, based upon one additional license for every 1,000 square feet of floor area.

1) A tenant space with up to 1,000 square feet of space shall be allowed one business license.

2) A tenant space between 1,001 square feet and 2,000 square feet of space shall be allowed a maximum of two business licenses.

3) A tenant space with greater than 2,000 square feet of space shall be allowed a maximum of three business licenses.

4) Common areas (e.g., storage, restrooms, offices, etc.) shall not be counted in the ratio.

B. Any secondary tenant shall offer like products or services as determined by the Director of Community Development and the decision shall be appealable to the Planning Commission.

C. Each tenant shall be guaranteed clear access from a public right-of-way.

D. Each tenant must occupy a minimum of 400 square feet of floor space. Common areas (e.g., storage, restrooms, offices, etc.) shall not be counted as part of the 400 square feet.

E. All signage requirements as prescribed in the Zoning Code Chapter 3, Article 12 (Sign Standards) shall apply regardless of the number of tenant businesses at any location.

F. A Development Permit must be approved by the Community Development Department prior to zoning use approval and license issuance.

- **HPMC SECTION 9-2.17, FENCES AND WALLS**

9-2.1701 Definitions

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

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- (a) "Abut" means contiguous to; for example, two (2) adjoining lots with a common property line are considered to be abutting.**
- (b) "Adjacent" means near, close, contiguous, or abutting; for example, an industrial zone across a street or highway from a residential zone shall be considered as adjacent.**
- (c) "Adjoining" means across from a street, highway, alley, railroad, or drainage channel or directly abutting.**
- (d) "Alley" means a public or private way at the rear or side of property, permanently reserved as a means of secondary vehicular access to abutting property.**
- (e) "Block wall" means a wall constructed of slump block, split face brick, concrete or other masonry decorative material. No building materials other than those necessary for interior reinforcement or exterior plaster shall otherwise be used in the construction of a block wall. All block walls shall be compatible with the color, style and usage of the property and shall be subject to the approval of the Director of Community Development.**
- (f) "Main building" means a building within which is conducted the principal use permitted on the lot as provided by the zoning regulations.**
- (g) "Building setback line" means the minimum distance from the center line of a street to any point on a building or structure related thereto, exclusive of those architectural features permitted to extend into such required yards or open spaces.**
- (h) "Corner cutback" means the reserved open space for the maintenance of adequate and safe visibility for vehicular and pedestrian traffic at all intersections of streets, alleys, and/or private driveways as provided in the zones. Such space shall be kept free of visual obstructions. In no case shall landscaping and/or structures permitted in the required corner cutback area exceed two (2') feet six (6') inches in height, measured from the established street grade.**
- (i) "Decorative fence" means a fence constructed of wood, wrought iron, vinyl or other decorative material. Decorative fences are designed and constructed so as to have eighty (80%) percent visibility through the fence. When a decorative fence is located behind the front yard setback or building setback and can be seen from a street, the fence shall incorporate effective and decorative screening materials such as solid sheets of metal, vinyl or wood, or louvers made of metal, vinyl or wood painted to match the fence and complement the subject residence.**

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- (j) “Fence” means any structure, planting, tree, shrub, or hedge, or any combination thereof, forming a physical barrier which is constructed, maintained, or intended to be impenetrable to persons or animals, the primary purpose of which is to enclose or separate areas of land. This shall include masonry, wire mesh, steel mesh, chain link, louvers, wood, stake, trees, shrubs, hedges, and/or other similar materials.
- (k) “Front wall” means the wall of a building or structure nearest the street on which the building fronts but excluding certain architectural features, such as cornices, canopies, eaves, or embellishments.
- (l) “Front yard” means a yard which extends across the full width of the lot or parcel of land and extends from the front lot line to the entire actual front building line including building offsets covered with a roof extension.
- (m) “Height” means the vertical distance measured from the top of the uppermost vertical projection to the grade beneath.

9-2.1702 Permits required

No person shall erect or construct any fence or wall in the City, or cause the same to be done, without first obtaining a separate permit for each such fence or wall.

9-2.1703 Permit fees

A fee for every fence/wall permit shall be paid to the City based on the most current fee schedule set by the City Council.

9-2.1704 Residential zones

In any R-L, R-M, or R-H Zone, the following shall be established:

- (a) No fence shall be greater than eight (8'-0") feet in height above the natural level of the ground in any area or finish grade adjacent thereto. A fence or wall not greater than eight (8'-0") feet in height may be erected on any residential lot except where fences or walls are prohibited or restricted or except where there is a height limitation imposed.
- (b) Within the front yard setback or building setback, whichever is less, no fence or wall shall exceed sixty (60") inches in height, where the first thirty (30") inches above the natural ground or finished grade may be constructed solid and view obscuring. Above the first thirty (30") inches, fences shall be non-view obscuring. The fence or wall height on corner lots, at the intersection of two (2) public streets shall be subject to the review and approval of the Director of Community Development.

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- (c) A fence or wall not greater than eight (8'-0") feet in height may be constructed along the street line of a corner lot, except on a reversed corner lot, behind the front yard setback or building setback, whichever is less and terminating at the rear property line of the lot, except where corner cutback is required.**
- (d) A fence or wall not greater than eight (8'-0") feet in height may be constructed along the street line of a reversed corner lot beginning at the front yard setback or building setback, whichever is less and terminating at a point no less than ten (10'-0") feet from the rear property line of the lot. Such fence or wall shall have a corner cutback and may not extend within a triangle, two sides of which shall be the rear property line and the side street property line measured ten (10'-0") feet in each direction from the point of intersection of such lines, and the third side of the triangle which shall be a straight line connecting such two points, except as follows:**
- 1. A fence or wall not greater than eight (8'-0") feet in height may be constructed within the required corner cutback area, provided that the first thirty (30") inches above the natural ground or finished grade may be constructed solid and view obscuring, anything above the first thirty (30") inches shall be non-view obscuring and constructed so as to have a minimum of eighty (80%) percent visibility.**
- (e) When there is a difference in the ground level between two (2) adjoining lots, the height of any fence or wall constructed along the property line shall be determined by using the finished grade of the highest contiguous lot.**
- (f) Fence or wall materials shall include wrought iron, wood, concrete block, brick and vinyl. Vinyl fences must duplicate a wood grain appearance. Chain link fences or chain link gates of any type shall not be permitted on any residentially zoned or developed property.**
- (g) Within the front yard, fences or walls shall be limited to decorative open-fencing, such as wrought iron. Block wall materials shall be decorative in finish such as slump block, brick or other decorative stone. Block walls may be stucco covered providing the color of the stucco matches the primary color of the residential structure.**
- (h) Any new residential development of two (2) or more dwelling units, but excluding additions and minor improvements, shall provide a block wall not less than six (6'-0") feet in height along the side and rear property lines, except where expressly prohibited by this section. Block walls shall be architecturally compatible with the proposed architectural theme.**

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9-2.1705 Properties developed for parking use

- (a) Property developed for parking abutting property in residential zones. Where property being developed for parking abuts property in a residential zone, a fence or wall not greater than eight (8'-0") feet in height may be constructed along the common boundary line of such abutting property. Such eight (8'-0") foot wall shall not extend into the front yard or side yard setback required in any abutting residential zone and shall be subject to the height requirements of the residential zone. Where such wall abuts a required building line front setback, such wall shall not be more than three (3'-0") feet in height.**
- (b) Property developed for parking fronting property in residential zones. Where the property being developed for parking is across a street or highway from property in a residential zone, a fence or wall not greater than eight (8'-0") feet in height may be constructed along the rear and side boundary line of such property. The front fence or wall shall not exceed three (3'-0") feet in height and shall be erected and maintained not less than five (5'-0") feet from the front property line.**
- (c) Other property developed for parking. Where the property being developed for parking is across a street or highway from property in any zone other than a residential zone, a fence or wall not greater than eight (8'-0") feet in height may be constructed along the rear and side boundary line of such property. The front fence or wall shall not exceed three (3'-0") feet in height and shall be erected and maintained not less than five (5'-0") feet from the front property line.**

9-2.1706 Commercial and industrial zones

- (a) Commercial or industrial property abutting residential property. Where a property in a commercial or manufacturing zone abuts property in a residential zone, a fence or wall not greater than eight (8'-0") feet in height may be constructed along the common boundary line between such properties. Such eight (8'-0") foot wall shall not extend into the front yard or side yard setback required in any abutting residential property and shall be subject to the height requirements of the residential zone.**
- (b) Commercial property abutting nonresidential property. Where property in a commercial zone does not abut property in a residential zone, there shall be an eight foot (8'-0") maximum height requirement for fences or walls erected along such property. However, where such wall abuts a required building line front setback, such wall shall not be more than three (3'-0") feet in height.**
- (c) Industrial and manufacturing property abutting nonresidential property.**

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Where property in an industrial zone does not abut property in a residential zone, there shall be an eight foot (8'-0") maximum height requirement for fences or walls erected along such property. However, where such wall abuts a required building line front setback, such wall shall not be more than six (6'-0") feet in height. For the purposes of public safety, the fence heights on corner lots at the intersection of two (2) public streets shall be subject to review and approval by the Community Development Director for safety standards and vehicular sight visibility. The Community Development Director is hereby authorized to impose lesser height requirements than set forth in this section if he or she deems such restriction necessary and in the public interests. The determination of the Community Development Director shall be subject to an appeal to the Council and a public hearing by the Council, whose determination shall be final. An appeal fee, as set forth in the City's fee schedule, shall be paid by any person who deems himself or herself aggrieved by the determination of the Community Development Director in connection with such appeal hearing before the Council.

9-2.1707 Advertising prohibited

No fence shall be erected, maintained, or used for the purpose of advertising.

9-2.1708 Obstructing corner visibility

Where an alley intersects a street or another alley, a fence or wall shall have a corner cutback and may not extend within a triangle, two sides of which shall be the alley property line and the intersecting street property line measured ten (10'-0") feet in each direction from the point of intersection of such lines, and the third side of the triangle which shall be a straight line connecting such two points, except as follows:

1. A fence or wall not greater than eight (8'-0") feet in height may be constructed within the required corner cutback area, provided that the first thirty (30") inches above the natural ground or finished grade may be constructed solid and view obscuring, anything above the first thirty (30") inches shall be non-view obscuring and constructed so as to have a minimum of eighty (80%) percent visibility.

9-2.1709 Electric fences

No electrically charged fence shall be erected, constructed, or maintained in the City.

9-2.1710 Barbed wire and chain link fences

No barbed wire or other sharp-pointed materials shall be erected, constructed, or

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maintained in the City.

9-2.1711 Nonconforming fences

Any fence lawfully erected prior to May 17, 1967, and not conforming with the location requirements and height limitations prescribed in this chapter, shall be classified as nonconforming and shall be subject to all the applicable regulatory provisions concerning nonconforming uses.

• **HPMC RELOCATIONS**

The following is a list of HPMC sections proposed to be relocated to Title 9, Zoning. The Community Development Department is responsible for the administration of these code sections, therefore, relocating them to Title 9 will provide consistency with the HPMC.

Proposed HPMC sections proposed to be deleted:

HPMC Section 3-1.12, Dances
HPMC Section 3-1.13, Entertainment Permits
HPMC Section 3-1.22, Special Events
HPMC Section 5-13, Activities in Public Places
HPMC Section 5-31, Motion Picture and Film Permits
HPMC Section 8-3, Fences and Walls

Proposed HPMC sections relocated to Title 9, Chapter 2 (Administration):

Article 1. General Requirements
Article 2. Certificates of Compliance
Article 3. Home Enterprise Permits
Article 4. Interpretations
Article 5. Temporary Use Permits
Article 6. Minor Modifications
Article 7. Minor Variances
Article 8. Minor Conditional Use Permits
Article 9. Variances
Article 10. Development Permits
Article 11. Conditional Use Permits
Article 12. Dance Permits
Article 13. Entertainment Permits
Article 14. Special Event Permits
Article 15. Activity in Public Places Permit
Article 16. Film Permit
Article 17. Fences and Walls
Article **18**. Design Review Procedures
Article **19**. Specific Plans

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- Article **20**. Amendments
- Article **21**. Development Agreements
- Article **22**. Applications And Fees
- Article **23**. Hearings And Appeals
- Article **24**. Enforcement of Provisions

9-2.101 Introduction

The purpose/intent of this article is to outline procedures together with various land use permit options, in addition to providing for amendments to the General Plan, the Zoning Map, and this Code.

Table II-1 (Threshold of Review) identifies the full range of land use permit options and applicable Review Authority.

Table II-1			
THRESHOLD OF REVIEW			
Item	Director¹	Commission	Council
Certificates of Compliance	X		
Home Enterprise Permits	X		
Sign Permits	X		
Interpretations	X		
Special Event Permits	X		
<u>Activity in Public Places Permit</u>			<u>X</u>
<u>Dance Permit</u>		<u>X</u>	
<u>Entertainment Permit</u>		<u>X</u>	
Minor Modifications	X		
Minor Variances	X		
Minor Conditional Use Permits	X		
Planned Sign Programs		X	
Variances		X	
Development Permits			
Residential:			
1 Dwelling Unit	X		
2+ Dwelling Units		X	
Commercial:			
1-4,999 square feet or less than 50% added	X		
5,000+ or greater than 50% added		X	
Industrial:			
1-4,999 square feet or less than 50% added	X		
5,000+ or greater than 50% added		X	

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Table II-1			
THRESHOLD OF REVIEW			
Item	Director¹	Commission	Council
Conditional Use Permits		X	
Specific Plans		X ²	X
General Plan Amendments		X ²	X
Zoning Map Amendments		X ²	X
Zoning Code Amendments		X ²	X
Development Agreements		X ²	X

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Zoning Ordinance Amendment Findings

It is not anticipated that the proposed Zoning Ordinance Amendments will create an adverse impact to public health, welfare and safety. The overall goal of the proposed amendments is to promote safer and more aesthetically pleasing development within the City and maintain consistency with the HPMC.

Pursuant to HPMC Section 9-2.1407, an amendment to the Zoning Code may be approved only if the following four findings are made. All four findings can be made in support of the proposed ZOA. They are as follows:

1. The proposed ZOAs is consistent with the General Plan.

Finding: The proposed ZOA is consistent with the goals of the Land Use Element as described below.

Goal 2 of the Land Use Element is to “Accommodate new development that is compatible with and complements existing land uses”. The proposed ZOAs will promote development that is harmonious, safe, and consistent with the HPMC.

Additionally, Goal 4 of the Land Use Element is to “Accommodate new development that is coordinated with the provision of infrastructure and public services”. The proposed ZOAs address issues and inconsistencies raised due to new trends in development and an outdated municipal code.

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

Finding: The proposed ZOA would not be detrimental to the public interest, health, safety, convenience, or welfare of the City as described below.

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The proposed ZOAs will address issues and inconsistencies due to new trends in development and an outdated municipal code. Therefore, all proposed ZOAs will promote safer and more aesthetically pleasing development within the City and maintain consistency with the HPMC.

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

Finding: Upon completion of the Environmental Assessment Initial Study, the City of Huntington Park has determined that the proposed project will not have a significant effect on the environment and has prepared a Negative Declaration for the project. The Negative Declaration was prepared in accordance with the California Environmental Quality Act (CEQA), Article 1. Sec. 15000 et. seq.

4. The proposed amendment is internally consistent with other applicable provisions of the Zoning Ordinance.

Finding: The proposed ZOAs will promote and improve consistency with all provisions of the HPMC, including the Zoning Ordinance. Additionally, the proposed ZOAs also relocates sections of the HPMC for improved consistency.

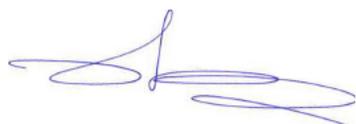
CONCLUSION

It is not anticipated that the proposed amendments to the Zoning Code will create adverse impacts to public health, safety and welfare.

SUBSEQUENT ACTION: If the City Council approves the proposed Zoning Ordinance Amendment bundle, this item will be scheduled for a second reading and adoption at the March 6, 2018 City Council meeting.

RECOMMENDATION: That the City Council conduct a public hearing, consider all public testimony and said ordinance approving a Zoning Ordinance Amendment bundle to various sections of the HPMC.

Respectfully submitted,

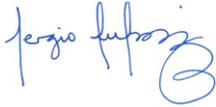


RICARDO REYES
Interim City Manager

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SERGIO INFANZON

Community Development Director

ATTACHMENT(S)

- A. PC Resolution No. 2017-08, ZOA
- B. Negative Declaration per CEQA
- C. Draft Ordinance No. 2018- 962

ATTACHMENT "A"

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

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

5 **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**
6 **HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS**
7 **FOLLOWS:**

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

12 **SECTION 2.** The Planning Commission hereby makes the following findings in
13 connection with the proposed ZOA:

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

15 **Finding:** The proposed ZOA is consistent with the goals of the Land Use Element as
16 described below.

17 Goal 2 of the Land Use Element is to "Accommodate new development that is
18 compatible with and complements existing land uses". The proposed ZOAs will
19 promote development that is harmonious, safe, and consistent with the HPMC.

20 Additionally, Goal 4 of the Land Use Element is to "Accommodate new development
21 that is coordinated with the provision of infrastructure and public services". The
22 proposed ZOAs address issues and inconsistencies raised due to new trends in
23 development and an outdated municipal code.

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

26 **Finding:** The proposed ZOA would not be detrimental to the public interest, health,
27 safety, convenience, or welfare of the City as described below.

28 The proposed ZOAs will address issues and inconsistencies raised due to new trends

1 in development and an outdated municipal code. Therefore, all proposed ZOAs will
2 promote safer and more aesthetically pleasing development within the City and
3 maintain consistency with the HPMC.

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

6 **Finding:** Upon completion of the Environmental Assessment Initial Study, the City of
7 Huntington Park has determined that the proposed project will not have a significant
8 effect on the environment and has prepared a Negative Declaration for the project.
9 The Negative Declaration was prepared in accordance with the California
10 Environmental Quality Act (CEQA), Article 1. Sec. 15000 et. seq.

11 **4. The proposed amendment is internally consistent with other applicable**
12 **provisions of the Zoning Ordinance.**

13 **Finding:** The proposed ZOA will promote and improve consistency with all provisions
14 of the HPMC, including the Zoning Ordinance. Additionally, the proposed ZOAs also
15 relocates sections of the HPMC for improved consistency.

16 **SECTION 3:** The Planning Commission hereby approves Resolution No. 2017-08
17 ZOA, recommending to the City Council the adoption of a ZOA amending several
18 sections of the HPMC, and the adoption of a Negative Declaration under the CEQA.

19 **SECTION 4:** The Secretary of the Planning Commission shall certify to the adoption
20 of this resolution and a copy thereof shall be filed with the City Clerk.

1 PASSED, APPROVED, AND ADOPTED this 15th day of November 2017, by the
2 following vote:

3

4 AYES:

5 NOES:

6 ABSENT:

7

8

HUNTINGTON PARK PLANNING COMMISSION

9

10

11

Eddie Carvajal, Vice Chair

12

13 ATTEST:

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Carlos Luis, Secretary

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ATTACHMENT "B"



**NOTICE OF INTENT TO ADOPT
A NEGATIVE DECLARATION**

Notice is hereby given that the City of Huntington Park has prepared an Environmental Initial Study for the following project:

PROJECT: Case No. 2017-08, Zoning Ordinance Amendment and Negative Declaration

LOCATION: Citywide

PROJECT DESCRIPTION: Case No. 2017-08, Zoning Ordinance Amendment (ZOA) proposes to amend the following Huntington Park Municipal Code (HPMC) Sections:

HPMC Section 9-1.203, Definitions – Amending the definition of “accessory structures”, “garage”, “carport”, and creating a definition for “patio cover” and “storage shed”.

HPMC Section 9-3.803, Off-Street Parking Standards – Amending the exception to the off-street parking requirement for single-family residences.

HPMC Section 9-3.804, Off-Street Parking Standards – Amending the “Number of Parking Spaces Required” table for residential uses.

HPMC Section 9-4.102, Allowed Uses (Residential) – Amending the “Allowed Land Uses” table.

HPMC Section 9-4.103, Zoning District Development Standards (Residential) – Creating an exception to the minimum lot size standard found in the “Zoning District Development Standards” table; amending the “Accessory Structures” tables; and creating a development standard pertaining to dwelling unit square footage.

HPMC Section 9-4.202, Allowed Uses (Commercial) – Amending the “Allowed Land Uses” table.

HPMC Section 9-4.203, Zoning District Development Standards (Commercial) – Amending the development standards for multiple tenants within a single retail establishment; and creating development standards for multiple tenants within a single office establishment.

HPMC Section 9-4.303, General Standards (Industrial) – Creating development standards for multiple tenants within a single manufacturing or warehousing establishment.

HPMC Section 3-1.12, Dances – Relocate to HPMC Section 9-2.12.

HPMC Section 3-1.13, Entertainment Permits – Relocate to HPMC Section 9-2.13.

HPMC Section 3-1.22, Special Events – Relocate to HPMC Section 9-2.14.

HPMC Section 5-13, Activities in Public Places – Relocate to HPMC Section 9-2.15.

HPMC Section 5-31, Motion Picture and Film Permits – Relocate to HPMC Section 9-2.16.

HPMC Section 8-3, Fences and Walls – Relocate to HPMC Section 9-2.17

APPLICANT: City of Huntington Park

Based on the environmental information gathered and analyzed for the project during the Initial Study process, the City of Huntington Park has determined that there is no substantial evidence, in light of the whole record, that the project may have a significant effect on the environment. Therefore, a Negative Declaration for the project is proposed pursuant to the requirements of the California Environmental Quality Act (CEQA).

The 20-day public review period for this document begins on October 27, 2017 and expires on November 15, 2017.

The proposed Negative Declaration is available for public inspection during normal business hours at: 1) The City of Huntington Park, Planning Division located at 6550 Miles Avenue, Huntington Park, CA, and 2) Los Angeles County Library in the City of Huntington Park located at 6518 Miles Avenue, Huntington Park, CA.

The Planning Commission of the City of Huntington Park will conduct a public hearing to consider the proposed Negative Declaration in conjunction with Case No. 2017-08 ZOA on **Wednesday, November 15, 2017**, at 6:30 pm or as soon thereafter as possible, in the Huntington Park City Council Chambers, City Hall, 6550 Miles Avenue, Huntington Park, California.

Please address all public comments (before the close of the environmental review period noted above) to: City of Huntington Park, Attn: Juan Arauz, Associate Planner, 6550 Miles Avenue, Huntington Park, CA 90255, (323)584-6270, jarauz@hpca.gov.

**NOTICE OF INTENT TO ADOPT
A NEGATIVE DECLARATION**

Notice is hereby given that the City of Huntington Park has prepared an Environmental Initial Study for the following location:

PROJECT: **Case No. 2017-08 ZOA - Zoning Ordinance Amendment and Negative Declaration**

LOCATION: Citywide

PROJECT DESCRIPTION: Case No. 2017-08 Zoning Ordinance Amendment (ZOA) proposes to amend Huntington Park Municipal Code Sections:

HPMC Section 9-1.203, Definitions
HPMC Section 9-3.803, Off-Street Parking Standards
HPMC Section 9-3.804, Off-Street Parking Standards
HPMC Section 9-4.102, Allowed Uses (Residential)
HPMC Section 9-4.103, Zoning District Development Standards (Residential)
HPMC Section 9-4.202, Allowed Uses (Commercial)
HPMC Section 9-4.203, Zoning District Development Standards (Commercial)
HPMC Section 9-4.303, General Standards (Industrial)
HPMC Section 3-1.12, Dances
HPMC Section 3-1.13, Entertainment Permits
HPMC Section 3-1.22, Special Events
HPMC Section 5-13, Activities in Public Places
HPMC Section 5-31, Motion Picture and Film Permits
HPMC Section 8-3, Fences and Walls

APPLICANT: City of Huntington Park

Based on the environmental information gathered and analyzed for the project during the Initial Study process, the City of Huntington Park has determined that there is no substantial evidence, in light of the whole record, that the project may have a significant effect on the environment. Therefore, a Negative Declaration for the project is proposed pursuant to the requirements of the California Environmental Quality Act (CEQA).

The 20-day public review period for this document begins on October 27, 2017 and expires on November 15, 2017.

The proposed Negative Declaration is available for public inspection during normal business hours at: 1) The City of Huntington Park, Planning Division located at 6550 Miles Avenue, Huntington Park, CA, and 2) Los Angeles County Library in the City of Huntington Park located at 6518 Miles Avenue, Huntington Park, CA.

The Planning Commission of the City of Huntington Park will conduct a public hearing to consider the proposed Negative Declaration in conjunction with Case No. 2016-07 ZOA on **Wednesday, November 15, 2017**, at 6:30 pm or as soon thereafter as possible, in the Huntington Park City Council Chambers, City Hall, 6550 Miles Avenue, Huntington Park, California.

Please address all public comments (before the close of the environmental review period noted above) to: City of Huntington Park, Attn: Juan Arauz, Associate Planner, 6550 Miles Avenue, Huntington Park, CA 90255, (323)584-6270, jarauz@hpca.gov.

**CITY OF HUNTINGTON PARK
ENVIRONMENTAL CHECKLIST FORM**

PROJECT TITLE: 2017-08 Zoning Ordinance Amendment

**LEAD AGENCY
NAME AND ADDRESS:** City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

**CONTACT PERSON
AND PHONE NUMBER:** Juan Arauz, Associate Planner, (323) 584-6270

PROJECT LOCATION: Citywide

**PROJECT SPONSOR'S
NAME AND ADDRESS:** City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

**ZONING ORDINANCE
AMENDMENT:** Case No. 2017-08, Zoning Ordinance Amendment (ZOA)
proposes to amend the following Huntington Park Municipal Code
(HPMC) Sections:

HPMC Section 9-1.203, Definitions
HPMC Section 9-3.803, Off-Street Parking Standards
HPMC Section 9-3.804, Off-Street Parking Standards
HPMC Section 9-4.102, Allowed Uses (Residential)
HPMC Section 9-4.103, Zoning District Development Standards (Residential)
HPMC Section 9-4.202, Allowed Uses (Commercial)
HPMC Section 9-4.203, Zoning District Development Standards (Commercial)
HPMC Section 9-4.303, General Standards (Industrial)
HPMC Section 3-1.12, Dances
HPMC Section 3-1.13, Entertainment Permits
HPMC Section 3-1.22, Special Events
HPMC Section 5-13, Activities in Public Places
HPMC Section 5-31, Motion Picture and Film Permits
HPMC Section 8-3, Fences and Walls

PROJECT DESCRIPTION (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.):

Case No. 2017-08 Zoning Ordinance Amendment (ZOA) proposes to amend the following Huntington Park Municipal Code Sections:

HPMC Section 9-1.203, Definitions – Amending the definition of “accessory structures”, “garage”, “carport”, and creating a definition for “patio cover” and “storage shed”.

HPMC Section 9-3.803, Off-Street Parking Standards – Amending the exception to the off-street parking requirement for single-family residences.

HPMC Section 9-3.804, Off-Street Parking Standards – Amending the “Number of Parking Spaces Required” table for residential uses.

HPMC Section 9-4.102, Allowed Uses (Residential) – Amending the “Allowed Land Uses” table.

HPMC Section 9-4.103, Zoning District Development Standards (Residential) – Creating an exception to the minimum lot size standard found in the “Zoning District Development Standards” table; amending the “Accessory Structures” tables; and creating a development standard pertaining to dwelling unit square footage.

HPMC Section 9-4.202, Allowed Uses (Commercial) – Amending the “Allowed Land Uses” table.

HPMC Section 9-4.203, Zoning District Development Standards (Commercial) – Amending the development standards for multiple tenants within a single retail establishment; and creating development standards for multiple tenants within a single office establishment.

HPMC Section 9-4.303, General Standards (Industrial) – Creating development standards for multiple tenants within a single manufacturing or warehousing establishment.

HPMC Section 3-1.12, Dances – Relocate to HPMC Section 9-2.12.

HPMC Section 3-1.13, Entertainment Permits – Relocate to HPMC Section 9-2.13.

HPMC Section 3-1.22, Special Events – Relocate to HPMC Section 9-2.14.

HPMC Section 5-13, Activities in Public Places – Relocate to HPMC Section 9-2.15.

HPMC Section 5-31, Motion Picture and Film Permits – Relocate to HPMC Section 9-2.16.

HPMC Section 8-3, Fences and Walls – Relocate to HPMC Section 9-2.17.

SURROUNDING LAND USES AND SETTING (Briefly describe the project’s surroundings.):

Citywide Zoning Ordinance Amendment.

OTHER AGENCIES WHOSE APPROVAL IS REQUIRED (i.e., permits, financing approval, or participation agreement.):

None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agriculture Resources	<input type="checkbox"/>	Air Quality
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Geology/Soils
<input type="checkbox"/>	Hazards & Hazardous Materials	<input type="checkbox"/>	Hydrology/Water Quality	<input type="checkbox"/>	Land Use/Planning
<input type="checkbox"/>	Mineral Resources	<input type="checkbox"/>	Noise	<input type="checkbox"/>	Population/Housing
<input type="checkbox"/>	Public Services	<input type="checkbox"/>	Recreation	<input type="checkbox"/>	Transportation/Traffic
<input type="checkbox"/>	Utilities/Service Systems	<input type="checkbox"/>	Mandatory Findings of Significance		

DETERMINATION (To be completed by the Lead Agency): On the basis of this initial evaluation:

<input checked="" type="checkbox"/>	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION , including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



 Signature

 Juan Arauz
 Printed Name

October 24, 2017

 Date

 City of Huntington Park
 For

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (i.e., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (i.e., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take into account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact”. The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated”, describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (i.e., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and

- b) The mitigation measure identified, if any, to reduce the impact to less than significance.

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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I. AESTHETICS. Would the project:

a)	Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Substantially damage scenic resources, including, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. AGRICULTURE RESOURCES.

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the Calif. Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the Calif. Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

III. AIR QUALITY.

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a)	Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IV. BIOLOGICAL RESOURCES.

Would the project:

a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other mean?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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IV. BIOLOGICAL RESOURCES, continued.

		<input type="checkbox"/>				
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?					X
f)	Conflict with the provisions of an adopted Habitat Conservation Plan, or other approved local, regional, or state habitat conservation plan?					X

V. CULTURAL RESOURCES.

Would the project:

a)	Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?					X
c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?					X
d)	Disturb any human remains, including those interred outside of formal cemeteries?					X

VI. GEOLOGY AND SOILS. Would the project:

a)	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>				
i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii)	Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii)	Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv)	Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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VI. GEOLOGY AND SOILS, continued.

b)	Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VII. GREENHOUSE GAS EMISSIONS.

Would the project:

a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Conflict with an applicable plan, policy or regulation Adopted for the purpose of reducing the emission of Greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VIII. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

a)	Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and , as a result, would create a significant hazard to the public or environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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VIII. HAZARDS AND HAZARDOUS MATERIALS, continued.

e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f)	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working within the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g)	Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h)	Expose people or structures to a significant risk of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IX. HYDROLOGY AND WATER QUALITY.

Would the project:

a)	Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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IX. HYDROLOGY AND WATER QUALITY, continued.

e)	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f)	Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g)	Place housing within 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h)	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i)	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j)	Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

X. LAND USE AND PLANNING.

Would the project:

a)	Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Conflict with any applicable land use plan, policy, or regulation of any agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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XI. MINERAL RESOURCES. Would the project:

a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XII. NOISE. Would the project result in:

a)	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIII. POPULATION AND HOUSING. Would the project:

a)	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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XIII. POPULATION AND HOUSING, continued.

c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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XIV. PUBLIC SERVICES.

a)	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XV. RECREATION.

a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVI. TRANSPORTATION/TRAFFIC.

Would the project:

a)	Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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XVI. TRANSPORTATION/TRAFFIC, continued.

c)	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Substantially increase hazards due to a design feature (i.e., sharp curves or dangerous intersections) or incompatible uses (i.e., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f)	Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVII. UTILITIES AND SERVICE SYSTEMS.

Would the project:

a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Require or result in the construction of new water or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f)	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g)	Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.

a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I. AESTHETICS. Would the project:

a. Have a substantial adverse effect on a scenic vista?

No Impact. The proposed zoning ordinance amendments do not propose any new physical development or grading, therefore there will be no impact to a scenic vista.

b. Substantially damage scenic resources, including, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. See reason listed under I.a.

c. Substantially degrade the existing visual character or quality of the site and its surroundings?

No Impact. See reason listed under I.a.

d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No Impact. See reason listed under I.a.

II. AGRICULTURE RESOURCES. Would the project:

- a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. The proposed zoning ordinance amendments do not propose any new physical development or grading, therefore there will be no impact to agricultural resources.

- b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. See reason listed under II.a.

- c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?

No Impact. See reason listed under II.a.

III. AIR QUALITY. Would the project:

- a. Conflict with or obstruct implementation of the applicable air quality plan?

No Impact. The proposed zoning ordinance amendments do not propose any new physical development or grading, therefore there will be no impact to a air quality.

- b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

No Impact. See reason listed under III.a.

- c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.

No Impact. See reason listed under III.a.

- d. Expose sensitive receptors to substantial pollutants concentrations?

No Impact. See reason listed under III.a.

- e. Create objectionable odors affecting a substantial number of people?

No Impact. See reason listed under III.a.

IV. BIOLOGICAL RESOURCES. Would the project:

- a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

No Impact. The City of Huntington Park is located within a highly developed urban area of southeast Los Angeles County, within the greater metropolitan Los Angeles region. The City of Huntington Park is bounded by four (4) major freeway corridors, including the I-105, the I-710, the I-110 and the I-10. There are no designated wildlife habitat areas within the municipal boundaries of the City of Huntington Park, nor are there any designated wildlife corridors intersecting the community. In addition, the zoning ordinance amendment does not propose any new physical development or grading that could potentially affect any biological habitat. For these reasons, it is concluded that the proposed amendments would not have an opportunity to affect any biological resource.

- b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

No Impact. See reason listed under IV.a.

- c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other mean?

No Impact. See reason listed under IV.a.

- d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. See reason listed under IV.a.

- e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. See reason listed under IV.a.

- f. Conflict with the provisions of an adopted Habitat Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. See reason listed under IV.a.

V. CULTURAL RESOURCES. Would the project:

- a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

No Impact. The City of Huntington Park is located within a highly developed urban area of southeast Los Angeles County and does not have any historical area recorded with the State Historic Preservation Office. In addition, the zoning ordinance amendments do not propose any new physical development that could potentially affect cultural resources. For these reasons, it is concluded that the proposed text amendments would not have an opportunity to affect any cultural resource.

- b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

No Impact. See reason listed under V.a.

- c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. See reason listed under V.a.

- d. Disturb any human remains, including those interred outside of formal cemeteries?

No Impact. See reason listed under V.a.

VI. GEOLOGY AND SOILS. Would the project:

- a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. The zoning ordinance amendments do not propose any new physical development and therefore, there is no opportunity for any person or structures to be adversely affected by potential seismic-related, geological, and/or soil hazards.

- ii) Strong seismic ground shaking?

No impact. See reason listed under VI.a.i.

iii) Seismic-related ground failure, including liquefaction?

No impact. See reason listed under VI.a.i.

iv) Landslides?

No Impact. Given that new physical development or grading is not proposed with the text amendments, there is no opportunity for any soil erosion or loss of topsoil. Furthermore, the City of Huntington Park is characterized by gently sloping topography and is not subject to any potential landslide hazards.

b. Result in substantial soil erosion or the loss of topsoil?

No Impact. See reason listed under VI.a.iv.

c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

No Impact. See reason listed under VI.a.iv.

d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

No impact. See reason listed under VI.a.i.

VII. GREEN HOUSE GAS EMISSIONS

a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

No Impact. There are no significant greenhouse gas emissions anticipated as a result of the proposed project. In addition, the zoning ordinance amendment do not propose any new physical development that could potentially generate greenhouse gas emissions. For these reasons, it is concluded that the proposed text amendments would not have an opportunity to generate greenhouse gas emissions.

b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions or greenhouse gases?

No Impact. See reason listed under VII.a.

VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

- c. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?

No Impact. The proposed zoning ordinance amendments do not propose any new physical development and therefore, there is no opportunity to create a hazard to the public or environment through the transport, use or disposal of hazardous material. Furthermore, there is no opportunity to conflict with any airport land use plan or City emergency response plan.

- d. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

No Impact. See reason listed under VIII.a.

- e. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. See reason listed under VIII.a.

- f. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and , as a result, would create a significant hazard to the public or environment?

No Impact. See reason listed under VIII.a.

- g. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. See reason listed under VIII.a.

- h. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working within the project area?

No Impact. See reason listed under VIII.a.

- i. Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?

No Impact. See reason listed under VIII.a.

- j. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact. See reason listed under VIII.a.

IX. HYDROLOGY AND WATER QUALITY. Would the project:

- a. Violate any water quality standards or waste discharge requirements?

No Impact. The zoning ordinance amendments do not propose any new physical development or grading and therefore, there is no opportunity to violate any water quality or discharge standard or requirement. Stormwater drainage systems will not be directly affected by the proposed text amendments.

- b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

No Impact. The zoning ordinance amendments do not propose any new physical development or grading and therefore, there is no opportunity to affect drainage patterns or flows. Water quality will not be degraded. There will be no person or structure exposed to any potential flood hazard. The City of Huntington Park is not subject to any dam failure, seiche, or tsunami.

- c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

No Impact. See reason listed under IX.b.

- d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

No Impact. See reason listed under IX.b.

- e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

No Impact. See reason listed under IX.a.

f. Otherwise substantially degrade water quality?

No Impact. See reason listed under IX.b.

g. Place housing within 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No Impact. See reason listed under IX.b.

h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No Impact. See reason listed under IX.b.

i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. See reason listed under IX.b.

j. Inundation by seiche, tsunami, or mudflow?

No Impact. See reason listed under IX.b.

X. LAND USE AND PLANNING. Would the project:

a. Physically divide an established community?

No Impact. The zoning ordinance amendments do not propose any new physical development and therefore, there is no opportunity to divide any community. There will not be conflict with any land use plan or habitat conservation plan.

b. Conflict with any applicable land use plan, policy, or regulation of any agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. See reason listed under X.a.

c. Conflict with any applicable habitat conservation plan or natural community conservation plan?

No Impact. See reason listed under X.a.

XI. MINERAL RESOURCES. Would the project:

- a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The zoning ordinance amendments do not propose any new physical development or grading and therefore, there is no opportunity to impact any mineral resources within the City of Huntington Park.

- b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. See reason listed under X.a.

XII. NOISE. Would the project result in:

- a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

No Impact. The zoning ordinance amendments do not propose any new physical development or grading and therefore, there is no opportunity to expose people to noise levels in excess of General Plan standards or expose people to excessive groundborne vibration or noise levels.

- b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

No Impact. See reason listed under XII.a.

- c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

No Impact. The zoning ordinance amendments do not propose any new physical development and therefore, there is no opportunity to permanently or temporarily increase noise levels.

- d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

No Impact. See reason listed under XII.c.

- e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport,

would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The zoning ordinance amendments do not propose any new physical development and therefore, there is no opportunity for conflict with any public airport, private airstrip, or airport land use plan.

- f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. See reason listed under XII.e.

XIII. POPULATION AND HOUSING. Would the project:

- a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

No Impact. The zoning ordinance amendments do not propose any new physical development and therefore, there is no opportunity to potentially induce any population or employment growth in the area.

- b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact. The zoning ordinance amendments are not expected to result in the displacement of housing or persons. The City will evaluate all future proposals on a case-by-case basis and provide the appropriate environmental clearances for these proposals. Potential displacement issues, if applicable, will be addressed and resolved as part of this process.

- c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. See reason listed under XIII.b.

XIV. PUBLIC SERVICES.

- a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- i) Fire protection?

No Impact. The zoning ordinance amendment do not propose any new physical development and therefore, there is no opportunity to potentially burden public services.

ii) Police protection?

No Impact. See reason listed under XIV.a.i.

iii) Schools?

No Impact. See reason listed under XIV.a.i.

iv) Parks?

No Impact. See reason listed under XIV.a.i.

v) Other public facilities?

No Impact. See reason listed under XIV.a.i.

XV. RECREATION.

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. The zoning ordinance amendments do not propose any new physical development and therefore, there is no opportunity to potentially burden existing regional parks or other recreational facilities within the City.

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. See reason listed under XV.a.

XVI. TRANSPORTATION/TRAFFIC. Would the project:

a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

No Impact. The zoning ordinance amendments do not propose any new physical development and therefore, there is no opportunity to potentially create traffic congestion. Accordingly, there will not be any conflicts with the County's

Congestion Management Agency or City's parking requirements nor will there be any traffic hazards created. No transportation or traffic issues will directly result with the proposed text amendments.

- b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?

No Impact. See reason listed under XVI.a.

- c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. See reason listed under XVI.a.

- d. Substantially increase hazards due to a design feature (i.e., sharp curves or dangerous intersections) or incompatible uses (i.e., farm equipment)?

No Impact. See reason listed under XVI.a.

- e. Result in inadequate emergency access?

No Impact. See reason listed under XVI.a.

- f. Result in inadequate parking capacity?

No Impact. See reason listed under XVI.a.

XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:

- a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

No Impact. The zoning ordinance amendments do not propose any new physical development and therefore, there is no opportunity to potentially burden utility and service systems.

- b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

No Impact. See reason listed under XVII.a.

- c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

No Impact. See reason listed under XVII.a.

- d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

No Impact. See reason listed under XVII.a.

- e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. See reason listed under XVII.a.

- f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

No Impact. See reason listed under XVII.a.

- g. Comply with federal, state, and local statutes and regulations related to solid waste?

No Impact. See reason listed under XVII.a.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.

- a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

No Impact. The proposed zoning ordinance amendments do not propose any new physical development or any land use change. Therefore, there is no opportunity to potentially degrade the quality of the environment, including biological and cultural resources.

- b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

No Impact. The proposed zoning ordinance amendment do not propose any new physical development. Therefore, there is no opportunity to potentially degrade the quality of the environment or generate any cumulative impacts.

- c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

No Impact. The proposed zoning ordinance amendments do not propose any new physical development. Therefore, there is no opportunity to potentially degrade the quality of the environment or cause substantial adverse effects on human beings, either directly or indirectly.

XIX. DISCUSSION OF ENVIRONMENTAL EVALUATION.

The proposed zoning ordinance amendments amends Huntington Park Municipal Code Section 9-4.302 and are considered routine updates. However, it cannot be determined whether any site-specific environmental impacts will directly result with the proposed text amendments. The City will evaluate all future proposals on a case-by-case basis and provide the appropriate environmental clearances for these proposals.

XX. SOURCES.

1. The City of Huntington Park General Plan, *City of Huntington Park*, 1991,1993
2. The City of Huntington Park Municipal Code, City of Huntington Park, 2001
3. State Register of Historical Buildings, *California Office of Historic Preservation*, 1994

ATTACHMENT "C"

1 are less than 120 square feet; 2) do not require a Building permit, including
2 electrical or mechanical; 3) are not placed on a permanent foundation; 4) and have
3 a maximum exterior height of 7'-6". All accessory structures shall comply with
4 zoning district setbacks even if a permit is not required. Maximum of one (1)
5 storage shed per parcel.

6 **SECTION 2:** Title 9, Chapter 3, Article 8, Section 9-3.803 (Off-Street Parking Standards) of
7 the HPMC is hereby amended to read as follows:

8 HPMC SECTION 9-3.803, OFF-STREET PARKING STANDARDS (GENERAL
9 REGULATIONS)

- 10 1. Off-street parking shall be provided subject to the provisions of this chapter for:
- 11 A. Any new structure;
 - 12 B. Any new use established;
 - 13 C. Any addition or enlargement of an existing structure or use; or
 - 14 D. Any change in the occupancy of any structure or the manner in which any use is
15 conducted that would result in additional parking spaces being required.
- 16 2. As an exception to the above requirements, **on a parcel containing only a single-**
17 **family residence**, an existing single-family residence that has less than the required
18 number of parking spaces may be enlarged without providing additional parking spaces if
19 either of the following apply:
- 20 A. ~~The addition is less than 300 gross square feet; or~~
 - 21 B. ~~The addition, when combined with the square footage of the existing structure~~
22 ~~(excluding any garage space) equals less than 1,300 gross square feet.~~
- 23 **the addition when combined with the square footage of the existing structure**
24 **(excluding any garage space) equals less than 1,500 square feet.**

25 **SECTION 3:** Title 9, Chapter 3, Article 8, Section 9-3.804 (Number of Parking Spaces
26 Required) of the HPMC is hereby amended to read as follows:

27 HPMC SECTION 9-3.804, OFF-STREET PARKING STANDARDS (NUMBER OF
28 PARKING SPACES REQUIRED)

USE	NUMBER OF REQUIRED SPACES
1. Residential	
Single-family detached dwellings	2 spaces within a garage, <u>plus 1</u> <u>uncovered guest parking space.</u>
Single-family attached dwellings	2 spaces <u>with</u> in a garage, plus 1 uncovered guest space for every 3 units <u>dwelling unit.</u>

USE	NUMBER OF REQUIRED SPACES
Mobile home parks	1.5 covered spaces, plus 1 uncovered guest space for every 3 units.
Multi-family residential	2 covered spaces per unit, plus 1 uncovered guest space for every 3 units unit.
Small family child day care home	No additional spaces required.
Large family child day care home	2 spaces for the primary residence, plus one for loading/unloading passengers.
Residential clubs, fraternity/sorority houses rooming houses and similar facilities with guest rooms	1 space for each 2 guest rooms.
Retirement homes, senior housing, congregate care	1 space for each 2 guest rooms.
Second dwelling	2 spaces within a garage or carport located at the rear half of the parcel, plus 1 uncovered guest parking space.
Single room occupancy	1 space for each 4 guest rooms.

SECTION 4: Title 9, Chapter 4, Article 1, Section 9-4.102 Allowed Uses (Residential) of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-4.102, ALLOWED USES (RESIDENTIAL ZONES)

Table IV-1
ALLOWED LAND USES

LAND ACTIVITY		R-L	R-M	R-H
1.	Residential Uses			
	A. Condominiums	D	D	D
	B. Convalescent Homes	-	C	C
	C. Child Day Care Facility			
	Small Family Child Day Care Home	P	P	P
	Large Family Child Day Care Home	LCC	LCC	LCC
	Day Care Center	C	C	C
	D. Density Bonus/Affordable Housing	P	P	P
	E. Manufactured Housing	D	D	D
	F. Multi-Family Dwellings	-	D	D
	G. Second Dwelling Unit/“Granny” Housing/Guest House	P	-	-
	H. Senior Citizen/Congregate Care Housing	-	-	C
	I. Single-Family Dwellings	P	P	P
	J. Single Room Occupancy Facilities	-	-	D
	K. Group Homes			
	6 or less clients	P	P	P

LAND ACTIVITY		R-L	R-M	R-H
	7 or more clients	C	C	C
L.	Transitional Housing*	-	D	D
M.	Supportive Housing*	-	D	D
N.	Zero Lot Line/Small Lot Residential Developments	-	D	D
2.	Recreational Accessory Uses			
A.	Swimming Pool, Private	P	P	P
B.	Tennis Court, Private	D	D	D
C.	Tree "Play" House	P	P	P
3.	Accessory Uses			
A.	Fences and Walls	P	P	P
B.	Garage	P	P	P
C.	Keeping of Domestic Animals/Household Pets	P	P	P
D.	<u>LAUNDRY FACILITIES (WASHER AND DRYER)</u>	<u>P**</u>	<u>P**</u>	<u>P**</u>
E.	Outdoor Play/Athletic Equipment	P	P	P
F.	Patio (with or without cover)/Gazebo	P	P	P
G.	Satellite Dish Antenna	D	D	D
H.	Storage	D	D	D
I.	Vehicle Repair (Property owner/tenant vehicle only and only within enclosed garage/yard)	P	P	P
J.	Vertical Antenna			
	12 feet or less in height	P	P	P
	12+ feet in height	D	D	D
4.	Other			
A.	Churches	-	C	C
B.	Private Schools	-	C	C
C.	Public Utilities/ Facilities	D	D	D
5.	Home Enterprises	Subject to Home Enterprise Permit		
6.	Temporary Uses	Subject to Temporary Use Permit		

* Note: Assumes transitional and supportive housing is configured as a multi-family residential use, and is therefore subject to a Development Permit. If such housing were configured as a single-family use, it would be permitted by right within the R-M and R-H zones.

**** Laundry facilities shall be located within the footprint of a dwelling unit. For multifamily properties, common laundry facilities shall be located in a detached or attached enclosed room specifically designated as a laundry facility and shall consist of not less than one automatic washer and dryer for every four units.**

SECTION 5: Title 9, Chapter 4, Article 1, Section 9-1.103 Zoning District Development Standards (Residential Zones) of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-4.103, ZONING DISTRICT DEVELOPMENT STANDARDS
(RESIDENTIAL ZONES)

Table IV-2
ZONING DISTRICT DEVELOPMENT STANDARDS

STANDARD	R-L	R-M	R-H
Maximum Units/Acre	8.712	17.424	20.0
Lot Area (square feet)	5000*	5000*	15000*
Lot Width (feet)	45*	45*	100*
Lot Depth (feet)	80*	100*	100*
Front Setback (feet)	20 ¹	15 ¹	10 ¹
Rear Setback (feet)	10	10	10
Side Setback (each)	4 feet plus 1 foot for each story over 1 story		
Side Setback (street side)	10 feet plus 1 foot for each story over 1 story		
Lot Coverage (Building Footprint) (percent, maximum)	45%	55%	65%
Distance Between Structures (feet)	6	10 ²	10 ²
Structure Height (feet, maximum)	35, 2 stories	35	45
Private Outdoor Useable Space (square feet per unit) ³	450	250/200	200/150
Common Useable Open Space (square feet per unit) ⁴	0	200	200
Main Structure Height (maximum)	35 feet, 2 stories	35 feet	45 feet
Accessory Structure Height (maximum)	20 feet or 1 story whichever is less	20 feet or 1 story whichever is less	20 feet or 1 story whichever is less
Antennae, Vertical	(Refer to Chapter 3 Article 1 Property Development Standards)		
Fences, Walls, and Hedges	(Refer to Chapter 3 Article 1 Property Development Standards)		
Satellite Dish Antennae	(Refer to Chapter 3 Article 1 Property Development Standards)		

*** Lots created before January 1, 2017 containing no more than one dwelling unit are exempt from the minimum lot size standards. Properties falling under this exemption shall maintain a maximum of one dwelling unit and are subject to compliance with all other applicable development standards.**

1. Garage door setback for single-family uses shall be a minimum of twenty (20) feet from the front property line.
2. When two (2) walls face each other and neither has a window opening they shall be separated by at least six (6) feet. If one or more of the walls has a window opening,

they shall be separated by at least ten (10) feet.

3. Each ground floor dwelling unit shall be provided with 250/200 (R-M/R-H) square feet of private outdoor useable space while each upper story unit shall be provided with 200/150 (R-M/R-H) square feet of private outdoor area. Private outdoor space for condominium developments/conversions shall be in compliance with Section 9-3.1507 of the Huntington Park Municipal Code. The Director shall have the authority to adjust/average these minimum standards when doing so would result in an improved design and an enhanced overall provision of private outdoor space.
4. All multi-family residential developments shall provide common useable open space in compliance with Subsection 9-4.103, below. Common open space for condominium developments/conversions shall be in compliance with Section 9-3.1507 of the Huntington Park Municipal Code.

Table IV-3
ACCESSORY STRUCTURES – SINGLE-FAMILY ~~DETACHED~~ HOMES

Structure/Construction/Equipment	Property Line	Required Setback (In Feet)
Detached Garage, carport	Rear	0 3 (no windows/doors)*
	Side	3 (with openings)*
		0 (no windows/doors)*
Swimming pool, spa, storage shed, fish pond	Side (street)	3 (with openings)* Main building setback
	Rear	3
	Side	3
Stationary barbecue, fire pit, attached patio cover, attached carport , gazebo	Side (street)	Main building setback
	Rear	3
	Side	3
Unenclosed/detached patio cover (within rear 1/3 of parcel)	Side (street)	Main building setback
	Rear	1
	Side	1
Air conditioning equipment, pool and spa equipment, and ground-based antennae	Side (street)	3 located in rear yard; Main building setback located in side yard.
	Rear	3
	Side	3 located in rear yard; Main building setback located in side yard.
Tennis court	Front, side, rear	Main building setback
Balcony, exterior stairs in excess of 30 inches	Front, side, rear	Main building setback

Structure/Construction/Equipment	Property Line	Required Setback (In Feet)
* If in the rear 33% of the lot, otherwise main building setback requirements apply.		
In no case shall a structure, construction, projection, or equipment be placed or occur beyond the property lines of the subject parcel.		

Table IV-4
ACCESSORY STRUCTURES – ~~SINGLE~~ MULTI-FAMILY ATTACHED HOMES

Structure/ Construction/Equipment	Property Line	Required Setback (In Feet)
Detached Garage, <u>carport</u>	Rear 50% of lot Side Side (street)	0/3 with openings 0/3 with openings Main building setback
Spa, spa equipment, storage shed, fish pond, ground-based antennae	Front	3
	Side	3
	Rear	3
Stationary barbecue, fire pit, attached patio cover, <u>carport</u> , gazebo	Front	3
	Side	3
	Rear	3
Unenclosed/detached patio cover (within rear 1/3 of parcel)	Front	1
	Side	1
	Rear	1

I. Minimum Room Size Standards. Minimum room size standards are as follows:

Room	Minimum Area in Square Feet
Garage (2-car)	400
Bedroom	100
Full bath (tub, toilet, and lavatory)	50
Three-quarter bath (stall shower, toilet, and lavatory)	35
Half bath (toilet and lavatory)	25

Common living areas of a dwelling unit, such as living rooms, dining areas, kitchen, family room, etc, need to be in proportion to the number of bedrooms provided to properly accommodate the occupants. The area occupied by the common living areas shall be equal to or larger than the area occupied by the bedrooms.

SECTION 6: Title 9, Chapter 4, Article 2, Section 9-4.202 Allowed Uses (Commercial Zones) of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-4.202, ALLOWED USES (COMMERCIAL ZONES)

Table IV-5
ALLOWED LAND USES

Land Use Activity		C-P	C-N	C-G
Administrative and Professional Offices:				
1.	Administrative, Business, Service, and Public Utilities	P	P	P
2.	Accounting, Consulting, Counseling, Design, and Legal	P	P	P
3.	Headquarters (Business, Corporate, and Government)	P	P	P
4.	Medical/Dental Uses	P	P	P
General Commercial Uses:				
1.	Auditoriums/Concert/Convention Halls	-	-	C
2.	Alcoholic Beverage Sales/Serving Establishments [see regulations in Section 9-4.203(2)(A) and Table IV-7]			
3.	Amusement/Video Arcades	-	-	C
4.	Antique Shops	-	P	P
5.	Apparel/Shoe Stores	-	P	P
6.	Appliance Stores	-	P	P
7.	Art/Photography Shops, Studios, Galleries	P	P	P
8.	Auction Sales	-	-	D
9.	Automobile, Motorcycle, and Truck Dealerships	-	-	C
10.	<u>Automobile Parts Supply (retail only, no auto repair)</u>	-	-	<u>CP</u>
11.	Automobile Rental Agencies	-	-	D
12.	Automobile Repair Specialty Shops	-	-	C
13.	Automobile Service Centers	-	-	C
14.	Bakeries (retail only)	-	P	P
15.	Banks/Financial Offices	P	P	P
16.	Banquet Halls, Lodges, and Conference Halls	-	-	C
17.	Barber/Beauty/Nail Shops	P	P	P
18.	Bars, Cocktail Lounges, Taverns	-	-	C
19.	Bicycle Shops (sales/service, non-motorized)	-	P	P
20.	Billiard/Pool Centers	-	-	C
21.	Book Stores (new/used)	-	P	P
22.	Book Stores/Adult Business [see regulations in Chapter 5-20]	-	-	P
23.	Bowling Alley	-	-	C
24.	Camera Film Drop Off/Express Developing	P	P	P
25.	Camera Shop (new/used)	-	P	P
26.	Candy, Confectionery/Ice Cream Stores	-	P	P
27.	Car Washes	-	-	C
28.	Catering Establishments	-	-	P

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Land Use Activity		C-P	C-N	C-G
29.	Check Cashing	-	C	C
30.	Churches	C	C	C
31.	Communication Equipment Buildings	P	P	P
32.	Commuter Bus Stations	-	-	C
33.	Convenience Stores, Mini-Markets	-	D	D
34.	Cultural/Community Facilities	P	P	P
35.	Currency Exchanges	-	-	C
36.	Dance Hall/Club	-	-	C
37.	Dance School/Studios	-	C	P
38.	Day Care Center	C	C	C
39.	Delicatessens, Sandwich Shops, Donut Shop, Coffee Houses, Juice Bars			
	under 2,000 square feet	C	P	P
	over 2,000 square feet	-	C	C
40.	Department Stores	-	P	P
41.	Discount/Club Membership Stores	-	-	P
42.	Drug Stores	-	P	P
43.	Dry Cleaning/Dyeing (retail only)	-	P	P
44.	Electronic/Computer Stores	-	P	P
45.	Escort Bureau/Introductory Service	C	-	C
46.	Figure Model Studio (non-nude)	-	-	C
47.	Floor Covering/Draperies Store	-	-	P
48.	Florist Shops	P	P	P
49.	Furniture Stores	-	-	P
50.	Gift/Stationery Stores	-	P	P
51.	Glass Shop (sales/service)	-	-	P
52.	Grocery Stores (including supermarkets)	-	P	P
53.	Gun Shops	-	-	C
54.	Hardware Stores (up to 10,000 square feet)	-	P	P
55.	Health/Athletic Clubs (excluding massage parlors)	P	P	P
56.	Hobby Shops	-	P	P
57.	Home Improvement Centers (over 10,000 square feet)	-	-	C
58.	Hospitals	C	C	C
59.	Hotels/Motels	-	-	C
60.	Ice Cream Parlors	-	P	P
61.	Interior Decorating Shop	-	P	P
62.	Jewelry Sales/Repair Stores	-	P	P
63.	Laboratories (including film, medical, and dental)	-	P	P

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Land Use Activity		C-P	C-N	C-G
64.	Laundromat (retail only)	-	P	P
65.	Lighting Fixture Stores	-	-	P
66.	Locksmith Shops	-	P	C
67.	Marine Sales/Service	-	-	P
68.	Massage Parlors (acupressure)	-	-	-
69.	Mini-Malls	-	D	D
70.	Money Advance	-	C	C
71.	Money Transfer	-	C	C
72.	<u>Mortuaries</u>	-	C	<u>PC</u>
73.	Multiple Tenant Merchandise Mart	-	-	C
74.	Museums	P	P	P
75.	Music Stores	-	P	P
76.	Newspaper/Magazine Stores	-	P	P
77.	Nightclubs (with entertainment/dancing)	-	-	C
78.	Nurseries/Garden Supply Store	-	P	P
79.	Office Supplies/Equipment (retail only)	P	-	P
80.	Optical Shop	P	P	P
81.	Paint/Wallpaper Stores (retail only)	-	P	P
82.	Parcel Shipping/Copy/Fax Centers	P	P	P
83.	Parking Structures	C	C	C
84.	Pawn Shop/Brokers	-	-	C
85.	Pet Shops	-	P	P
86.	Plumbing Fixture Stores	-	P	P
87.	Pool Supply (retail only)	-	P	P
88.	Post Office Substation	P	P	P
89.	Printing/Blueprinting Shops	P	P	P
90.	Private Schools	C	C	C
91.	Publicly Accessible Telephones⁺	P	P	P
92.	Radio/Television Broadcasting Studios (no transmitting)	P	-	C
93.	Recording Studios	P	C	P
94.	Recycling Facilities	-	C	C
95.	Restaurants (less than 4,000 square feet, excluding drive-thrus)	-	D	D
96.	Restaurants (greater than 4,000 square feet, excluding drive-thrus)	-	C	C
97.	Restaurants (with drive-thru facilities)	-	-	C
98.	Restaurants (where outdoor eating facilities are larger than 400 square feet)	-	C	C
99.	Saving and Loans	P	P	P
100.	Secondhand Stores	-	-	P

Land Use Activity		C-P	C-N	C-G
101.	Service Stations (including gas stations)	-	C	C
102.	Shoe Repair	-	P	P
103.	Shuttle Stations	-	-	C
104.	Sign/Lettering Shops (with retail sales area)	P	P	P ²
105.	Skating Rinks	-	C	C
106.	Sporting Goods Stores	-	P	P
107.	Stamp/Coin Shops	P	P	P
108.	Tailor Shops	P	P	P
109.	Tattoo or Body Piercing Parlor	-	-	C
110.	Tennis Court, Commercial	D	D	D
111.	Theaters, Movie (excluding drive-ins)	-	-	C
112.	Ticket Sales	P	P	P
113.	Tobacco/Smoke Shops [see regulations in Section 4-19.03]	-	P	P
114.	Toy Stores	-	P	P
115.	Trade Schools/Private Schools	C	C	C
116.	Travel Agencies	P	P	P
117.	Variety Stores	-	P	P
118.	Vending Machines (outside, accessory use only)	C	C	C
119.	Veterinary Offices/Animal Hospitals	C	C	C
120.	Video Machines (up to 5)	P	P	P
121.	Video Stores (up to a maximum net display area of 25% of total video displays devoted to adult videos)	-	P	P
122.	Wedding Chapels	C	C	C
Other Uses:				
1.	Antennae (accessory only)	C	C	C
2.	Condominiums	-	-	-
3.	Convalescent Homes	C	C	C
4.	Drive-Thru Establishments (accessory only)	-	-	C
5.	Emergency Shelters	-	-	C
6.	Residential Developments (20 du/acre) ¹	D	D	-
7.	Outdoor Storage (accessory only)	-	C	C
8.	Wireless Communications Facilities	C	C	C
9.	Senior Citizen Housing (only in Senior Citizen Housing Overlay District)	-	-	-
10.	Single Room Occupancy	-	-	-

¹—Public telephones shall not be allowed in the DTSP zoning district unless located completely within an enclosed leasable building space and more than ten (10) feet from any pedestrian opening

1 ~~into a building unless with a valid Publicly Accessible Telephone Permit, see Chapter 36 of Title 5 of~~
2 ~~the Municipal Code.~~

3 21 Exceptions for mixed use if within 0.5 miles of a Transit Center, or 0.25 miles of a Transit
4 Node or a Transit Corridor, as defined by the Metropolitan Transportation Authority Congestion
5 Management Plan, or if other transit improvement measures are provided as determined by the review
6 authority.

7 **SECTION 7:** Title 9, Chapter 4, Article 2, Section 9-4.203(2.K) Zoning District Development
8 Standards (Commercial) of the HPMC is hereby amended to read as follows:

9 HPMC SECTION 9-4.203(2.K), ZONING DISTRICT DEVELOPMENT STANDARD
10 (COMMERCIAL)

11 Multiple Tenants Within a Single Retail Establishment. ~~A multiple tenant retail establishment~~
12 ~~with between two (2) to four (4) businesses within a single establishment shall comply with~~
13 ~~the following standards before a business license will be issued by the City.~~

- 14 ~~1. There shall not be more than three (3) additional licenses (or secondary tenants)~~
15 ~~within an existing retail sales business (or primary tenant), based upon one additional~~
16 ~~license for each 1,000 square feet of retailing floor area. Nonretail areas (e.g., storage,~~
17 ~~restrooms, offices, etc.), of the primary tenant shall not be counted in the ratio;~~
- 18 ~~2. Any secondary tenant shall be complementary as determined by the Director and the~~
19 ~~decision shall be appealable to the Planning Administrative Committee;~~
- 20 ~~3. Each tenant shall be guaranteed clear access from a public right-of-way;~~
- 21 ~~4. Parking requirements shall be imposed for secondary tenant businesses in excess of~~
22 ~~400 square feet or as determined by the Director;~~
- 23 ~~5. All signage requirements as prescribed in Chapter 3, Article 12 (Sign Standards) shall~~
24 ~~apply regardless of the number of tenant businesses at any location; and~~
- 25 ~~6. A Site Plan Review approval by the Department shall be required prior to zoning use~~
26 ~~approval and license issuance.~~

27 **(1) A multiple tenant retail establishment. Multiple tenant retail establishments with a**
28 **maximum of three businesses within one tenant space or suite shall comply with**
the following standards.

a) There shall not be more than three business licenses issued within one retail
tenant space or suite, based upon one additional license for every 1,500 square
feet of retailing floor area.

b) A tenant space with up to 1,500 square feet of retail space shall be allowed one
business license.

1 c) A tenant space between 1,501 square feet and 3,000 square feet of retail space
2 shall be allowed a maximum of two business licenses.

3 d) A tenant space with greater than 3,000 square feet of retail space shall be
4 allowed a maximum of three business licenses.

5 e) Non-retail areas (e.g., storage, restrooms, offices, etc.) shall not be counted in
6 the ratio.

7 f). Any secondary tenant shall offer like products as determined by the Director of
8 Community Development and the decision shall be appealable to the Planning
9 Commission.

10 g). Each tenant shall be guaranteed clear access from a public right-of-way.

11 h). Each tenant must occupy a minimum of 400 square feet of floor space. Non-
12 retail areas (e.g., storage, restrooms, offices, etc.) shall not be counted as part of
13 the 400 square feet.

14 i). All signage requirements as prescribed in the Zoning Code Chapter 3, Article 12
15 (Sign Standards) shall apply regardless of the number of tenant businesses at
16 any location.

17 j). A Development Permit must be approved by the Community Development
18 Department prior to zoning use approval and license issuance.

19 (2) A multiple tenant office establishment. A multiple tenant office establishment with
20 a maximum of three businesses within one tenant space or suite shall comply with
21 the following standards.

22 a) There shall not be more than three business licenses issued within one office
23 tenant space or suite, based upon one additional license for every 400 square
24 feet of office floor area.

25 b) A tenant space with up to 400 square feet of office space shall be allowed one
26 business license.

27 c) A tenant space between 401 square feet and 800 square feet of office space
28 shall be allowed a maximum of two business licenses.

d) A tenant space with greater than 800 square feet of retail space shall be allowed
a maximum of three business licenses.

e) Common areas (e.g., storage, restrooms, lobby, etc.) shall not be counted in the
ratio.

f). Any secondary tenant shall offer like products or services as determined by the

1 Director of Community Development and the decision shall be appealable to the
2 Planning Commission.

3 g). Each tenant shall be guaranteed clear access from a public right-of-way.

4 h). Each tenant must occupy a minimum of 200 square feet of floor space.
5 Common (e.g., storage, restrooms, lobby, etc.) shall not be counted as part of
6 the 200 square feet.

7 i). All signage requirements as prescribed in the Zoning Code Chapter 3, Article 12
8 (Sign Standards) shall apply regardless of the number of tenant businesses at
9 any location.

10 j). A Development Permit must be approved by the Community Development
11 Department prior to zoning use approval and license issuance.

12 **SECTION 8:** Title 9, Chapter 4, Article 3, Section 9-4.303(2), General Standards
13 (Industrial) of the HPMC is hereby amended to read as follows:

14 **F. Multiple Tenants Within a Single Establishment**

15 **A multiple manufacturing or warehousing tenant space or suite shall comply with the**
16 **following standards.**

17 **A. There shall not be more than three business licenses issued within one tenant**
18 **space or suite, based upon one additional license for every 1,000 square feet of**
19 **floor area.**

20 **1) A tenant space with up to 1,000 square feet of space shall be allowed one**
21 **business license.**

22 **2) A tenant space between 1,001 square feet and 2,000 square feet of space**
23 **shall be allowed a maximum of two business licenses.**

24 **3) A tenant space with greater than 2,000 square feet of space shall be allowed a**
25 **maximum of three business licenses.**

26 **4) Common areas (e.g., storage, restrooms, offices, etc.) shall not be counted in**
27 **the ratio.**

28 **B. Any secondary tenant shall offer like products or services as determined by the**
Director of Community Development and the decision shall be appealable to the
Planning Commission.

C. Each tenant shall be guaranteed clear access from a public right-of-way.

D. Each tenant must occupy a minimum of 400 square feet of floor space. Common
areas (e.g., storage, restrooms, offices, etc.) shall not be counted as part of the
400 square feet.

1 E. All signage requirements as prescribed in the Zoning Code Chapter 3, Article 12
2 (Sign Standards) shall apply regardless of the number of tenant businesses at
3 any location.

4 F. A Development Permit must be approved by the Community Development
5 Department prior to zoning use approval and license issuance.

6 **SECTION 9:** Title 9, Chapter 2, Article 2, Section 9-2.17 Fences and Walls of the HPMC is
7 hereby created to read as follows:

8 **9-2.1701 Definitions (Fences and Walls)**

9 For the purposes of this chapter, unless otherwise apparent from the context,
10 certain words and phrases used in this chapter are defined as follows:

11 (a) “Abut” means contiguous to; for example, two (2) adjoining lots with a
12 common property line are considered to be abutting.

13 (b) “Adjacent” means near, close, contiguous, or abutting; for example, an
14 industrial zone across a street or highway from a residential zone shall be
15 considered as adjacent.

16 (c) “Adjoining” means across from a street, highway, alley, railroad, or drainage
17 channel or directly abutting.

18 (d) “Alley” means a public or private way at the rear or side of property,
19 permanently reserved as a means of secondary vehicular access to abutting
20 property.

21 (e) “Block wall” means a wall constructed of slump block, split face brick,
22 concrete or other masonry decorative material. No building materials other
23 than those necessary for interior reinforcement or exterior plaster shall
24 otherwise be used in the construction of a block wall. All block walls shall be
25 compatible with the color, style and usage of the property and shall be subject
26 to the approval of the Director of Community Development.

27 (f) “Main building” means a building within which is conducted the principal use
28 permitted on the lot as provided by the zoning regulations.

(g) “Building setback line” means the minimum distance from the center line of a
street to any point on a building or structure related thereto, exclusive of
those architectural features permitted to extend into such required yards or
open spaces.

(h) “Corner cutback” means the reserved open space for the maintenance of
adequate and safe visibility for vehicular and pedestrian traffic at all
intersections of streets, alleys, and/or private driveways as provided in the
zones. Such space shall be kept free of visual obstructions. In no case shall

1 landscaping and/or structures permitted in the required corner cutback area
2 exceed two (2') feet six (6') inches in height, measured from the established
3 street grade.

4 (i) “Decorative fence” means a fence constructed of wood, wrought iron, vinyl or
5 other decorative material. Decorative fences are designed and constructed so
6 as to have eighty (80%) percent visibility through the fence. When a decorative
7 fence is located behind the front yard setback or building setback and can be
8 seen from a street, the fence shall incorporate effective and decorative
9 screening materials such as solid sheets of metal, vinyl or wood, or louvers
10 made of metal, vinyl or wood painted to match the fence and complement the
11 subject residence.

12 (j) “Fence” means any structure, planting, tree, shrub, or hedge, or any
13 combination thereof, forming a physical barrier which is constructed,
14 maintained, or intended to be impenetrable to persons or animals, the primary
15 purpose of which is to enclose or separate areas of land. This shall include
16 masonry, wire mesh, steel mesh, chain link, louvers, wood, stake, trees,
17 shrubs, hedges, and/or other similar materials.

18 (k) “Front wall” means the wall of a building or structure nearest the street on
19 which the building fronts but excluding certain architectural features, such as
20 cornices, canopies, eaves, or embellishments.

21 (l) “Front yard” means a yard which extends across the full width of the lot or
22 parcel of land and extends from the front lot line to the entire actual front
23 building line including building offsets covered with a roof extension.

24 (m) “Height” means the vertical distance measured from the top of the uppermost
25 vertical projection to the grade beneath.

26 9-2.1702 Permits required

27 No person shall erect or construct any fence or wall in the City, or cause the same
28 to be done, without first obtaining a separate permit for each such fence or wall.

29 9-2.1703 Permit fees

30 A fee for every fence/wall permit shall be paid to the City based on the most
31 current fee schedule set by the City Council.

32 9-2.1704 Residential zones

33 In any R-L, R-M, or R-H Zone, the following shall be established:

34 (a) No fence shall be greater than eight (8'-0”) feet in height above the natural level
35 of the ground in any area or finish grade adjacent thereto. A fence or wall not
36 greater than eight (8'-0”) feet in height may be erected on any residential lot
37 except where fences or walls are prohibited or restricted or except where there
38 are other restrictions.

1 is a height limitation imposed.

2 **(b) Within the front yard setback or building setback, whichever is less, no fence**
3 **or wall shall exceed sixty (60") inches in height, where the first thirty (30")**
4 **inches above the natural ground or finished grade may be constructed solid**
5 **and view obscuring. Above the first thirty (30") inches, fences shall be non-**
6 **view obscuring. The fence or wall height on corner lots, at the intersection of**
7 **two (2) public streets shall be subject to the review and approval of the Director**
8 **of Community Development.**

9 **(c) A fence or wall not greater than eight (8'-0") feet in height may be constructed**
10 **along the street line of a corner lot, except on a reversed corner lot, behind the**
11 **front yard setback or building setback, whichever is less and terminating at the**
12 **rear property line of the lot, except where corner cutback is required.**

13 **(d) A fence or wall not greater than eight (8'-0") feet in height may be constructed**
14 **along the street line of a reversed corner lot beginning at the front yard setback**
15 **or building setback, whichever is less and terminating at a point no less than**
16 **ten (10'-0") feet from the rear property line of the lot. Such fence or wall shall**
17 **have a corner cutback and may not extend within a triangle, two sides of which**
18 **shall be the rear property line and the side street property line measured ten**
19 **(10'-0") feet in each direction from the point of intersection of such lines, and**
20 **the third side of the triangle which shall be a straight line connecting such two**
21 **points, except as follows:**

22 **1. A fence or wall not greater than eight (8'-0") feet in height may be**
23 **constructed within the required corner cutback area, provided that the first**
24 **thirty (30") inches above the natural ground or finished grade may be**
25 **constructed solid and view obscuring, anything above the first thirty (30")**
26 **inches shall be non-view obscuring and constructed so as to have a**
27 **minimum of eighty (80%) percent visibility.**

28 **(e) When there is a difference in the ground level between two (2) adjoining lots,**
29 **the height of any fence or wall constructed along the property line shall be**
30 **determined by using the finished grade of the highest contiguous lot.**

31 **(f) Fence or wall materials shall include wrought iron, wood, concrete block, brick**
32 **and vinyl. Vinyl fences must duplicate a wood grain appearance. Chain link**
33 **fences or chain link gates of any type shall not be permitted on any**
34 **residentially zoned or developed property.**

35 **(g) Within the front yard, fences or walls shall be limited to decorative open-**
36 **fencing, such as wrought iron. Block wall materials shall be decorative in finish**
37 **such as slump block, brick or other decorative stone. Block walls may be**
38 **stucco covered providing the color of the stucco matches the primary color of**
39 **the residential structure.**

40 **(h) Any new residential development of two (2) or more dwelling units, but**
41 **excluding additions and minor improvements, shall provide a block wall not**

1 less than six (6'-0") feet in height along the side and rear property lines, except
2 where expressly prohibited by this section. Block walls shall be architecturally
3 compatible with the proposed architectural theme.

4 **9-2.1705 Properties developed for parking use**

5 **(a) Property developed for parking abutting property in residential zones. Where**
6 **property being developed for parking abuts property in a residential zone, a**
7 **fence or wall not greater than eight (8'-0") feet in height may be constructed**
8 **along the common boundary line of such abutting property. Such eight (8'-0")**
9 **foot wall shall not extend into the front yard or side yard setback required in**
10 **any abutting residential zone and shall be subject to the height requirements of**
11 **the residential zone. Where such wall abuts a required building line front**
12 **setback, such wall shall not be more than three (3'-0") feet in height.**

13 **(b) Property developed for parking fronting property in residential zones. Where**
14 **the property being developed for parking is across a street or highway from**
15 **property in a residential zone, a fence or wall not greater than eight (8'-0") feet**
16 **in height may be constructed along the rear and side boundary line of such**
17 **property. The front fence or wall shall not exceed three (3'-0") feet in height**
18 **and shall be erected and maintained not less than five (5'-0") feet from the front**
19 **property line.**

20 **(c) Other property developed for parking. Where the property being developed for**
21 **parking is across a street or highway from property in any zone other than a**
22 **residential zone, a fence or wall not greater than eight (8'-0") feet in height may**
23 **be constructed along the rear and side boundary line of such property. The**
24 **front fence or wall shall not exceed three (3'-0") feet in height and shall be**
25 **erected and maintained not less than five (5'-0") feet from the front property**
26 **line.**

27 **9-2.1706 Commercial and industrial zones**

28 **(a) Commercial or industrial property abutting residential property. Where a**
29 **property in a commercial or manufacturing zone abuts property in a residential**
30 **zone, a fence or wall not greater than eight (8'-0") feet in height may be**
31 **constructed along the common boundary line between such properties. Such**
32 **eight (8'-0") foot wall shall not extend into the front yard or side yard setback**
33 **required in any abutting residential property and shall be subject to the height**
34 **requirements of the residential zone.**

35 **(b) Commercial property abutting nonresidential property. Where property in a**
36 **commercial zone does not abut property in a residential zone, there shall be an**
37 **eight foot (8'-0") maximum height requirement for fences or walls erected along**
38 **such property. However, where such wall abuts a required building line front**
39 **setback, such wall shall not be more than three (3'-0") feet in height.**

40 **(c) Industrial and manufacturing property abutting nonresidential property. Where**
41 **property in an industrial zone does not abut property in a residential zone,**

1 there shall be an eight foot (8'-0") maximum height requirement for fences or
2 walls erected along such property. However, where such wall abuts a required
3 building line front setback, such wall shall not be more than six (6'-0") feet in
4 height. For the purposes of public safety, the fence heights on corner lots at
5 the intersection of two (2) public streets shall be subject to review and approval
6 by the Community Development Director for safety standards and vehicular
7 sight visibility. The Community Development Director is hereby authorized to
8 impose lesser height requirements than set forth in this section if he or she
9 deems such restriction necessary and in the public interests. The
10 determination of the Community Development Director shall be subject to an
11 appeal to the Council and a public hearing by the Council, whose determination
12 shall be final. An appeal fee, as set forth in the City's fee schedule, shall be
13 paid by any person who deems himself or herself aggrieved by the
14 determination of the Community Development Director in connection with such
15 appeal hearing before the Council.

16 9-2.1707 Advertising prohibited

17 No fence shall be erected, maintained, or used for the purpose of advertising.

18 9-2.1708 Obstructing corner visibility

19 Where an alley intersects a street or another alley, a fence or wall shall have a
20 corner cutback and may not extend within a triangle, two sides of which shall be
21 the alley property line and the intersecting street property line measured ten (10'-
22 0") feet in each direction from the point of intersection of such lines, and the third
23 side of the triangle which shall be a straight line connecting such two points,
24 except as follows:

- 25 1. A fence or wall not greater than eight (8'-0") feet in height may be constructed
26 within the required corner cutback area, provided that the first thirty (30")
27 inches above the natural ground or finished grade may be constructed solid and
28 view obscuring, anything above the first thirty (30") inches shall be non-view
29 obscuring and constructed so as to have a minimum of eighty (80%) percent
30 visibility.

31 9-2.1709 Electric fences

32 No electrically charged fence shall be erected, constructed, or maintained in the
33 City.

34 9-2.1710 Barbed wire and chain link fences

35 No barbed wire or other sharp-pointed materials shall be erected, constructed,
36 or maintained in the City.

37 9-2.1711 Nonconforming fences

38 Any fence lawfully erected prior to May 17, 1967, and not conforming with the

location requirements and height limitations prescribed in this chapter, shall be classified as nonconforming and shall be subject to all the applicable regulatory provisions concerning nonconforming uses.

SECTION 10: The following is a list of HPMC sections proposed to be relocated to Title 9, Zoning. The Community Development Department is responsible for the administration of these code sections, therefore, relocating them to Title 9 will provide consistency with the HPMC.

Proposed HPMC sections proposed to be deleted:

- ~~HPMC Section 3-1.12, Dances~~
- ~~HPMC Section 3-1.13, Entertainment Permits~~
- ~~HPMC Section 3-1.22, Special Events~~
- ~~HPMC Section 5-13, Activities in Public Places~~
- ~~HPMC Section 5-31, Motion Picture and Film Permits~~
- ~~HPMC Section 8-3, Fences and Walls~~

Proposed HPMC sections relocated to Title 9, Chapter 2 (Administration):

- Article 1. General Requirements
- Article 2. Certificates of Compliance
- Article 3. Home Enterprise Permits
- Article 4. Interpretations
- Article 5. Temporary Use Permits
- Article 6. Minor Modifications
- Article 7. Minor Variances
- Article 8. Minor Conditional Use Permits
- Article 9. Variances
- Article 10. Development Permits
- Article 11. Conditional Use Permits
- Article 12. Dance Permits**
- Article 13. Entertainment Permits**
- Article 14. Special Event Permits**
- Article 15. Activity in Public Places Permit**
- Article 16. Film Permit**
- Article 17. Fences and Walls**
- Article 18. Design Review Procedures
- Article 19. Specific Plans
- Article 20. Amendments
- Article 21. Development Agreements
- Article 22. Applications And Fees
- Article 23. Hearings And Appeals
- Article 24. Enforcement of Provisions

SECTION 11: Title 9, Chapter 2, Article 1, Section 9-2.101 (Introduction) of the HPMC is

hereby amended to read as follows:

Table II-1 (Threshold of Review) identifies the full range of land use permit options and applicable Review Authority.

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

SECTION 12: Pursuant to the provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines, the City of Huntington Park has determined that the proposed project will not have a significant effect on the environment and has prepared a Negative Declaration for this project, in accordance with CEQA Article 1. Sec. 15000 et. seq.

