

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda

Tuesday, April 17, 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

"Certificates of Recognition," presented to the Huntington Park Parks and Recreation 2018 Tiny Tot Pre-School Program Graduates for their accomplishment

Proclamation presented to The Greater Huntington Park Area Chamber of Commerce in Celebration of the 25th Anniversary of the "Carnaval Primavera Downtown Festival"

Presentation of the West Santa Ana Branch Project by Michael Kodama, Executive Director, Eco-Rapid Transit

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]

HP Automotive and Tow, Inc. dba Hub City Tow v. City of Huntington Park, et al., Case No. VC066929

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9 (d)(2) and (e)(1)
[Two (2) potential cases]

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held April 3, 2018.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated April 17, 2018

CITY ATTORNEY

3. Consideration and Approval for Retention of Consultant for Community Educational Program for Measure "S"

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the retention of The Kilkenny Group to conduct an educational and information program to the City's residents regarding Measure "S;" and
2. Authorize Interim City Manager to execute a Professional Services Agreement (PSA) with The Kilkenny Group.

CITY MANAGER

4. Consideration and Approval of Eco-Rapid Transit Special Assessment for the Development of a Strategic Vision Planning Session

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a special assessment of \$1,500 for Eco-Rapid Transit to conduct a strategic vision planning session.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

5. **Consideration and Approval of an Award of Contract to Alfredo De La Torre Construction Services in Connection with the City's Lead Based Paint Program for Property Located at 6722 Albany Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of \$13,550 to remediate lead-based paint hazards on a single-family unit located at 6722 Albany Street; and
2. Authorize Interim City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

PARKS AND RECREATION

6. **Consideration and Approval of Agreements and the Design, Bid Advertisement, and Bid Analysis for the Development of the Huntington Park Greenway Linear Park Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Interim City Manager and/or Director of Parks and Recreation to execute the Grant Agreement with California Natural Resources Agency in accepting funding for Linear Park in the amount of 4.7 Million dollars;
2. Authorize the Interim City Manager and/or Director of Parks and Recreation to execute agreement and partner with From Lot to Spot (FLTS) in a not-to-exceed amount of \$50,000 for Community Outreach and Engagement for Linear Park;
3. Authorize Infrastructure Engineers (IE) under the currently approved Augmentation Contract, to proceed with Design, Bid Advertisement, and Bid Analysis per the approved fee schedule at a not to exceed fee of 7% of the project construction budget plus \$70,000 for geotechnical and topographical surveys; **or**
4. Authorize City Staff to issue a Request for Proposals (RFP) for Design, Bid Advertisement, and Bid Analysis.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS

7. ***Continued from the Regular City Council Meeting of 4-3-18 - 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

8. **Consideration and Approval of Acceptance of Work Performed by Alfaro Communications Construction, Inc. (ACCI) for the Pacific Boulevard Lighting and Beautification Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve acceptance of work performed by Alfaro Communications Construction, Inc. (ACCI) for the construction of the Pacific Boulevard Lighting and Beautification Project with a total final amount of \$642,642.87; including \$75,451.64 for Contract Change Order #8 (CCO) for increased scope;
2. Authorize Director of Public Works to sign the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the Notice of Completion, if no Stop Notices are filed within the 35-day period.

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

9. Continued from the Regular City Council meeting of 4-3-18 - **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 May 1, 2018 City Council meeting.
10. **Consideration and Approval of an Ordinance Amending Chapter 5, Section 5-3.7 and Section 5-3.8 of the Downtown Specific Plan (DTSP) to Include Language Allowing for Additional Roof Signage and the Adoption of an Associated Negative Declaration under California Environmental Quality Act (CEQA)**

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. 2018-964, amending Chapter 5, Section 5-3.7 and Section 5-3.8 of the Downtown Huntington Park Specific Plan (DTSP) and adopting a Negative Declaration; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the May 1, 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

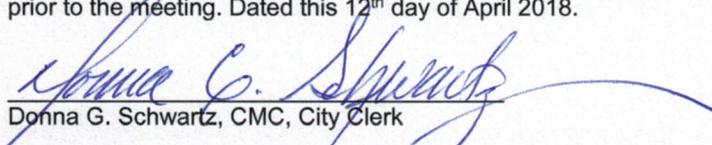
Vice Mayor Karina Macias

Mayor Jhonny Pineda

ADJOURNMENT

The City of Huntington Park City Council will adjourn in memory of Father Rody Ignatius Gorman of St. Matthias Church to a Regular Meeting on Tuesday, May 1, 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 12th day of April 2018.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday April 3, 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 6:04 p.m. on Tuesday, April 3, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, Interim City Manager; Cosme Lozano, Chief of Police; Noel Tapia, Assistant 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 Vice Mayor Macias.

PRESENTATIONS

Council presented a certificate to wife Mrs. Maribel Lozano and two sons Humberto Lozano II and Alphonso de Jesus Lozano in Memory of Retired Senior Officer Humberto "Beto" Lozano's Passing.

Council presented a certificate to wife Mrs. Sandy Sanders, mother-in-law Ann MacDonald, son Joe Sanders and daughter-in-law Kim Sander in Memory of Police Volunteer Hoke "Sandy" Sanders Passing.

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

Mayor read proclamation proclaiming April 2018 as "DMV/Donate Life Month."

Council presented a proclamation to One Legacy Ambassadors Eva and Arnold Perez, for their Compassionate Actions for Donating Life to Others.

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

Lt. Manuel Gill, California Highway Patrol (CHP), in partnership with Unit Manager Dawnde Pence, Automobile Club of Southern California (AAA), presented "10851 Awards" to Police Officers Manuel Coronel, Henry Andrade and Raymond Gradillas for their Performance in the area of Stolen Vehicle Recoveries.

PUBLIC COMMENT

1. Rolando Montalvo, commented on public safety and feels he doesn't get help from the Police when he calls.
2. Rodolfo Cruz, commented on various items; 46 years American Citizen, comment by Mayor on crime in the city, people gathering in alleyways on Pacific Boulevard and Saturn Avenue, measure, and directors pay.

STAFF RESPONSE

Mayor Pineda asked staff to get Mr. Montalvo's information. Chief of Police Cosme Lozano stated that the Police Department is very well aware of Mr. Montalvo.

CLOSED SESSION

At 7:09 p.m. Assistant City Attorney Noel Tapia, recessed to 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

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

CLOSED SESSION ANNOUNCEMENT

Assistant City Attorney Tapia announced all Council Members were present with the exception of Council Members Avila and Sanabria ABSENT. Council was briefed and discussed closed session items 1 and 2. Item 1.) no action taken, nothing to report. Item 2.) no action taken, nothing to report.

CONSENT CALENDAR

Motion: Vice Mayor Macias motioned to approve consent calendar, seconded by Council Member Ortiz. Motion passed 3-0-2, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved 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. Approved Accounts Payable and Payroll Warrant(s) dated April 3, 2018.

CITY ATTORNEY

3. Adopted 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**

Interim City Manager Ricardo Reyes announced the item and introduced City Clerk Donna Schwartz who presented the report.

Motion: Mayor Pineda motioned to appoint **Council Member Ortiz** to the Los Angeles County Board of Supervisors – Huntington Park Oversight Committee as the Alternate during her term, seconded by Vice Mayor Macias. Motion passed 3-0-2, by the following vote:

ROLL CALL:

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

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

Interim City Manager Reyes requested this item be moved to the next city council meeting. Council concurred.

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**

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

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.

Motion: Council Member Ortiz motioned to table the item to the next city council meeting, seconded by Vice Mayor Macias. Motion passed 3-0-2, by the following vote:

ROLL CALL:

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

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila - ABSENT

Council Member Graciela Ortiz, thanked staff for going above and beyond looking for funding and asked to continue working as a team. Ms. Ortiz asked that Council continue to be made aware of what grants are being sought after and wished everyone a good night.

Council Member Marilyn Sanabria - ABSENT

Vice Mayor Karina Macias, thanked staff for all their support, and reiterates working together to obtain funds and keeping Council aware, thanked staff for their efforts in looking for grants and staying within budget.

Mayor Jhonny Pineda, thanked staff for doing an amazing job, and feels staff should continue looking for available workshops that will help grow professionally and to take advantage whenever possible.

ADJOURNMENT

At 8:05 p.m. Mayor Pineda adjourned the City of Huntington Park City Council 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 17, 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
4-17-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	
ADIR INTERNATIONAL EXPORT LTD	7/1/17-12/30/17	111-3010-465.56-33	SALES TAX ALLOCATION	24,964.20	
				\$24,964.20	
ADLERHORST INTERNATIONAL LLC	100159	229-7010-421.74-10	POLICE K9 DOG FOOD	165.94	
				\$165.94	
AFSCME COUNCIL 36	PPE 04/08/2018	802-0000-217.60-10	AFSCME COUNCIL 36 DUES	793.44	
				\$793.44	
ALICIA SALAZAR	67563/67840	111-6060-466.33-20	CONTRACT INSTRUCTOR	202.40	
				\$202.40	
ALL CITY MANAGEMENT SERVICES	53659	111-7022-421.56-41	CROSSING GUARD 2/25/18-3/10/18	6,301.90	
	53944	111-7022-421.56-41	CROSSING GUARD 3/11/18-3/24/18	6,234.50	
				\$12,536.40	
ALVAREZ-GLASMAN & COLVIN	2018-02-17109	745-9031-413.32-70	3RD PARTY ADMIN LEGAL FEB18	225.00	
	2018-02-17110	745-9031-413.32-70	3RD PARTY ADMIN LEGAL FEB18	630.00	
	2018-02-17111	745-9031-413.32-70	3RD PARTY ADMIN LEGAL FEB18	625.00	
	2018-02-17112	745-9031-413.32-70	3RD PARTY ADMIN LEGAL FEB18	832.90	
	2018-02-17113	745-9031-413.32-70	3RD PARTY ADMIN LEGAL FEB18	2,544.37	
	2018-02-17114	745-9031-413.32-70	3RD PARTY ADMIN LEGAL FEB18	2,557.50	
	2018-02-17115	745-9031-413.32-70	3RD PARTY ADMIN LEGAL FEB18	6,878.88	
				\$14,293.65	
AMERICAN EXPRESS	10001102370	111-0210-413.59-15	PARKS-GRANT WRITING COURSE	595.00	
	25530805800	111-0210-413.59-15	CITY MNGR-LODGING EXPENSE	279.58	
	10001065709	111-6010-451.59-15	PARKS CPRS CONFERENCE	125.00	
	10001066166	111-6010-451.59-15	PARKS CPRS MEMBERSHIP	20.00	
	100010661672	111-6010-451.59-15	PARKS CPRS MEMBERSHIP	165.00	
	10001066181	111-6010-451.59-15	PARKS CPRS MEMBERSHIP	165.00	
	10001066197	111-6010-451.59-15	PARKS CPRS MEMBERSHIP	95.00	
	100010749324	111-6010-451.59-15	CPRS CONFRNCE REGISTRATION	525.00	
	100010749665	111-6010-451.59-15	CPRS CONFRNCE REGISTRATION	525.00	
	100010749780	111-6010-451.59-15	CPRS CONFRNCE REGISTRATION	525.00	
	10001074992	111-6010-451.59-15	CPRS CONFRNCE REGISTRATION	425.00	
	100010750056	111-6010-451.59-15	CPRS CONFRNCE REGISTRATION	425.00	
	15191422000	111-6030-451.61-35	PARKS DEPT STAFF SHIRTS	846.23	
	0024091183	681-8030-461.59-15	LODGING-UTILITY CONFRNCE	956.44	
	0024091265	681-8030-461.59-15	LODGING-UTILITY CONFRNCE	642.14	
	0024092009	681-8030-461.59-15	LODGING-UTILITY CONFRNCE	-315.70	
	5685463	681-8030-461.59-15	UTILITY CONFRNCE REGISTRATION	3,048.00	
	6000034000	681-8030-461.59-15	FLIGHT-UTILITY CONFERENCE	502.60	
					\$9,549.29
	AMERICAN FAMILY LIFE ASSURANCE	PPE 04/08/2018	802-0000-217.50-40	CANCER INSURANCE	22.51
				\$22.51	
ANA I POPPER	22547-8116	681-0000-228.70-00	FINAL BILL REFUND	75.73	
				\$75.73	
ANDREW BALCOF IN SERVICE	23175-21530	681-0000-228.70-00	FINAL BILL REFUND	1,000.00	
				\$1,000.00	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-17-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ARAMARK UNIFORM & CAREER APPAREL	533165498	741-8060-431.61-20	UNIFORM LAUNDRY SERVICE	100.62
	533182681	741-8060-431.61-20	UNIFORM LAUNDRY SERVICE	101.89
				\$202.51
ARDON WELDING INC.	1660	535-8090-452.43-20	FABRICATION IRON FENCE	1,940.00
				\$1,940.00
ASSOCIATED OF LOS ANGELES, INC.	S1138670.001	535-8016-431.61-45	STREET LIGHT BOX COVERS	1,971.00
				\$1,971.00
AT&T	11093334	111-9010-419.53-10	CITY WIDE PHONE 2/20/18-3/19/18	40.62
	11134637	111-9010-419.53-10	CITY WIDE PHONE 3/1/18-3/31/18	200.90
	11163228	111-9010-419.53-10	CITY WIDE PHONE 3/4/18-4/3/18	1,549.22
	11163329	111-9010-419.53-10	CITY WIDE PHONE 3/4/18-4/3/18	3,737.67
	11163330	111-9010-419.53-10	CITY WIDE PHONE 3/4/18-4/3/18	8.44
	11163331	111-9010-419.53-10	CITY WIDE PHONE 3/4/18-4/3/18	246.60
	3/21/18-4/20/18	111-9010-419.53-10	HP COMMUNITY CENTER INTERNET	64.00
	3/23/18-4/22/18	111-9010-419.53-10	PUBLIC WORKS YARD INTERNET	128.00
	3/28/18-4/27/18	111-9010-419.53-10	FREEDOM PARK INTERNET	54.00
	3/28/18-4/27/18	111-9010-419.53-10	RAUL PEREZ PARK INTERNET	54.00
	4/1/18-4/30/18	111-9010-419.53-10	SALT LAKE PRK INTERNET SRVC	55.83
	1/17/18-2/16/18	111-9010-419.53-10	SALT LAKE PRK INTERNET SRVC	128.34
	3/30/18-3/31/18	111-9010-419.53-10	SALT LAKE PRK INTERNET REINSTATE	100.00
AT&T MOBILITY	X03142018	111-5055-419.53-10	CODE ENFRMNT MOBILE SRVC 3/2018	144.51
	X03142018	239-5055-419.53-10	CODE ENFRMNT MOBILE SRVC 3/2018	144.51
				\$289.02
AT&T PAYMENT CENTER	3/20/18-4/19/18	111-7010-421.53-10	POLICE DEPT PHONE SERVICE	55.59
				\$55.59
BAKHSHI, MICHAEL & LUCILA	23069-510	681-0000-228.70-00	FINAL BILL REFUND	98.38
				\$98.38
BARR & CLARK INC	45779	246-5098-463.56-41	LEAD INSPECT 6604TEMPLETN	540.00
	45805	246-5098-463.56-41	LEAD INSPECT 7052 STATE	785.00
				\$1,325.00
BATTERY SYSTEMS INC	4325321	741-8060-431.43-20	FLEET BATTERIES	1,185.36
				\$1,185.36
BAYSIDE REPORTING COMPANY	9483	745-9031-413.32-70	3RD PARTY LEGAL LIAB 2/13/18	760.00
	9485	745-9031-413.32-70	3RD PARTY LEGAL LIAB 2/13/18	752.00
	9511	745-9031-413.32-70	3RD PARTY LEGAL LIAB 3/07/18	305.00
	9512	745-9031-413.32-70	3RD PARTY LEGAL LIAB 3/07/18	320.00
				\$2,137.00
BENNETT LANDSCAPE	203165	231-8010-415.56-41	LANDSCAPE SERVICE MAR2018	2,635.00
	203165	535-8090-452.56-60	LANDSCAPE SERVICE MAR2018	18,445.00
				\$21,080.00
BLUE TARP FINANCIAL, INC.	39820586	111-8010-431.61-21	FIELD WORK SAFETY GLOVES	49.95
				\$49.95

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BOB BARKER COMPANY INC.	WEB000532845	121-7040-421.56-14	PD JAIL & INMATE SUPPLIES	523.18
	WEB000532870	121-7040-421.56-14	PD JAIL & INMATE SUPPLIES	193.01
	WEB000533242	121-7040-421.56-14	PD JAIL & INMATE SUPPLIES	1,016.48
				\$1,732.67
CALIF PUBLIC EMPLOYEES RETIREMENT	15248748/248770	111-0110-411.23-50	UNFUNDED ACCRUED LIAB	2,104.88
	15248748/248770	111-0210-413.23-50	UNFUNDED ACCRUED LIAB	2,704.94
	15248780	111-0210-413.23-50	UNFUNDED ACCRUED LIAB	6.10
	15248748/248770	111-0230-413.23-50	UNFUNDED ACCRUED LIAB	1,891.91
	15248748/248770	111-1010-411.23-50	UNFUNDED ACCRUED LIAB	1,885.17
	15248748/248770	111-3010-415.23-50	UNFUNDED ACCRUED LIAB	9,488.42
	15248748/248770	111-5010-419.23-50	UNFUNDED ACCRUED LIAB	9,052.87
	15248780	111-5010-419.23-50	UNFUNDED ACCRUED LIAB	3.35
	15248748/248770	111-6010-451.23-50	UNFUNDED ACCRUED LIAB	4,341.15
	15248748/248770	111-7010-421.23-50	UNFUNDED ACCRUED LIAB	19,002.48
	15248753/248762	111-7010-421.24-50	UNFUNDED ACCRUED LIAB	129,996.47
	15248748/248770	111-8010-431.23-50	UNFUNDED ACCRUED LIAB	14,816.68
	PPE 03/11/2018	802-0000-217.30-10	RETIREMENT BENEFIT	34,045.94
	PPE 03/25/2018	802-0000-217.30-10	RETIREMENT BENEFIT	34,166.95
	PPE 03/11/2018	802-0000-218.10-10	RETIREMENT BENEFIT	57,213.71
PPE 03/25/2018	802-0000-218.10-10	RETIREMENT BENEFIT	57,340.87	
				\$378,061.89
CALPERS	15235446	217-0230-413.28-00	MEDICAL BENFIT APRIL2018	171,069.25
	15235446	217-0230-413.56-41	MEDICAL BENFIT APRIL2018	585.47
	15235446	746-0213-413.56-41	MEDICAL BENFIT APRIL2018	520.41
	15235446	802-0000-217.50-10	MEDICAL BENFIT APRIL2018	157,700.55
				\$329,875.68
CARLA ENRIQUETA TORRES GARCIA	67611/67881	111-6060-466.33-20	CONTRACT INSTRUCTOR	224.00
				\$224.00
CARPENTER ROTHANS & DUMONT LLP	30612	745-9031-413.32-70	3RD PARTY LEGAL 2/2018	4,316.98
				\$4,316.98
CHARTER COMMUNICATIONS	0467069032718	111-7010-421.53-10	POLICE DEPT FIBER INTERNET 4/7-5/6	1,250.00
	0019175032218	111-9010-419.53-10	CITY HALL CABLE SRVCS 4/2018	22.28
	0444795032218	111-9010-419.53-10	CITY HALL INTERNET 4/2-5/1	680.00
	0389644032118	121-7040-421.56-14	POLICE DEPT TV SRVC 3/31-4/30	228.61
				\$2,180.89
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 04/08/2018	802-0000-217.30-30	MEDICAL REIMBURSEMENT	732.22
				\$732.22
CITY OF HUNTINGTON PARK GEA	PPE 04/08/2018	802-0000-217.60-10	GEA DUES & PREPAID LEGAL	136.30
				\$136.30
CITY OF VERNON	GEN-37092	221-8014-429.56-41	TS MAINTENANCE 1/17-6/17	1,440.55
				\$1,440.55
CLAUDIA SOLTERO	5414	111-0000-322.20-00	PLAN CHECK REFUND	1,301.52
	23476	111-0000-341.10-00	DEVELOPMENT PERMIT REFUND	244.19
				\$1,545.71

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COLLISION AND INJURY DYNAMICS, INC	43008	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	7,433.00
				\$7,433.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 04/08/2018	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,051.59
				\$1,051.59
COMMUNITY VETERINARY HOSPITAL	344741	111-7030-421.61-20	PD K9 VETERINARY SERVICES	273.00
				\$273.00
CONTRERAS GARDEN SUPPLY	3/21/2018	741-8060-431.43-20	BLOWER REPAIR	126.00
				\$126.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW-18031205569	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENANCE 2/2018	698.02
				\$698.02
DAILY JOURNAL CORPORATION	B3104930	111-1010-411.31-10	CLERK-ORDINANCE PUBLICATION	1,873.20
	B3115346	111-1010-411.31-10	CLERK-ORDINANCE PUBLICATION	79.80
	B3108171	111-5010-419.54-00	PLANNING-ZONING ORDINANCE AD	243.60
				\$2,196.60
DANIEL HERNANDEZ	1220401	111-4010-431.59-15	PW EXPO-LODGING-REIMBURSEMENT	708.72
	3/27-3/30/18	111-4010-431.59-15	PARKING EXPENSE REIMBURSE	115.00
	3/27-3/30/18	111-4010-431.59-15	PER DIEM REIMBURSEMENT	211.25
	3/28-3/30/18	111-4010-431.59-15	PW OFCR CONFERENC REGSTRN	575.00
	NWGDZL	111-4010-431.59-15	FLIGHT REIMBURSEMENT	276.60
	4/10/18	111-8020-431.59-15	MSA MEMBERSHIP MEETING	80.00
	220048	111-8020-431.61-20	NATIONAL PW WEEK POSTER	50.13
				\$2,016.70
DAPEER, ROSENBLIT & LITVAK	14274	111-5055-419.32-50	CODE ENFRCMNT LEGAL 2/2018	227.59
	14278	111-5055-419.32-50	CODE ENFRCMNT LEGAL 2/2018	67.50
				\$295.09
DATA TICKET INC.	86429	111-3010-415.44-00	CITATION PROCESS JAN18	1,213.50
	87450	111-3010-415.44-00	CITATION PROCESS FEB18	1,213.50
	86429	111-3010-415.56-15	CITATION PROCESS JAN18	8,145.72
	87450	111-3010-415.56-15	CITATION PROCESS FEB18	9,123.35
	86429	111-3010-415.56-41	CITATION PROCESS JAN18	2,341.20
	87450	111-3010-415.56-41	CITATION PROCESS FEB18	2,132.16
	86429	111-9010-419.53-10	CITATION PROCESS JAN18	580.27
	87450	111-9010-419.53-10	CITATION PROCESS FEB18	580.27
				\$25,329.97
DAY WIRELESS SYSTEMS	218931-00	225-7120-421.74-10	POLICE RADIO BATTERIES	898.00
				\$898.00
DE LAGE LANDEN	58538246	111-9010-419.44-10	CLERK/CITYHALL COPIER LEASE 4/2018	1,940.47
				\$1,940.47
DF POLYGRAPH	2018/2	111-7010-421.56-41	PD POLYGRAPH EXAMINATIONS	1,750.00
				\$1,750.00
DUNN EDWARDS CORPORATION	2009245222	111-8024-421.43-10	PD BUILDING PAINT SUPPLY	225.35
	2009245295	111-8024-421.43-10	PD BUILDING PAINT SUPPLY	38.03
	2009245677	111-8024-421.43-10	PD BUILDING PAINT SUPPLY	343.70
				\$607.08

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ERIC SERRANO	1938	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	375.00
				\$375.00
ERICK ALFARO	21883-1868	681-0000-228.70-00	FINAL BILL REFUND	31.78
				\$31.78
ESTELA RAMIREZ	67801/67989	111-6060-466.33-20	CONTRACT INSTRUCTOR	228.80
				\$228.80
EXPRESS PIPE & SUPPLY CO., LLC	S103529846.001	111-8023-451.43-10	STEEL RESTROOM PARTITION	3,181.41
				\$3,181.41
EXPRESS TRANSPORTATION SERVICES LLC	HPE03312018	111-0000-362.20-15	HP EXPRES PROP LEASE MAR18	-5,200.00
	HPE03312018	219-0000-340.30-00	HP EXPRESS FARE MAR 2018	-5,251.65
	HPE03312018	219-0000-362.20-10	HP EXPRES BUS LEASE MAR 18	-500.00
	DAR03312018	219-0250-431.56-45	HP DIAL A RIDE MARCH 2018	51,500.00
	HPE03312018	220-0250-431.56-43	HP EXPRESS MARCH 2018	80,593.60
	HPE03312018	222-4010-431.56-43	HP EXPRESS MARCH 2018	15,054.44
				\$136,196.39
F.S. CONTRACTORS INC	RET RELEASE	111-8010-431.74-10	CONTRACTOR MIDDLETON RETENTION	18,385.75
				\$18,385.75
F&A FEDERAL CREDIT UNION	PPE 04/08/2018	802-0000-217.60-40	EMPLOYEE CU DEDUCTION	10,697.30
				\$10,697.30
FERGUSON ENTERPRISES INC	5855031	111-8024-421.43-10	PD PLUMBING FITTINGS	380.17
				\$380.17
FIRST CHOICE SERVICES	598730	111-9010-419.61-20	CITY HALL COFFEE SUPPLIES	221.67
				\$221.67
FM THOMAS AIR CONDITIONING INC	38221	111-8024-421.56-41	PD AC REPAIR/SRVC 3/2018	1,397.96
				\$1,397.96
GARDA CL WEST, INC.	10385570	111-9010-419.33-10	ARMORED TRANSPORT APR18	686.31
				\$686.31
GLOBALSTAR USA	100000009189685	111-7010-421.53-10	POLICE DEPT PHONE 2/16-4/15/18	83.11
				\$83.11
GRAINGER	9740901559	111-8023-451.61-20	SAFETY MASK CARTRIDGE	50.25
	9732845152	111-8024-421.43-10	POLICE DEPT FAUCETS	898.05
	9728411845	741-8060-431.43-20	HARDWARE-RIVET DOME	22.93
	9735015506	741-8060-431.43-20	PLASTIC ENTRANCE CHAIN	118.51
	9685250475	741-8060-431.61-20	PW WORKSTAND FOR SHOP	588.43
				\$1,678.17
HOME DEPOT U.S.A. INC.	7/1/17-12/30/17	111-3010-465.56-32	SALES TAX ALLOCATION	120,735.85
				\$120,735.85
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 04/08/2018	802-0000-217.60-10	POLICE MNGMNT ASSOC DUES	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 04/08/2018	802-0000-217.60-10	OFFICER ASSOCIATION DUES	5,856.38
				\$5,856.38
HUNTINGTON PARK RUBBER STAMP CO.	RGC009447	111-6010-451.61-20	COUNCIL NAME PLATES	39.61
				\$39.61

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INFRASTRUCTURE ENGINEERS	22904	111-5010-419.56-49	BUILDING SAFETY SRVC JAN	40,797.00
	22958	111-5010-419.56-49	BUILDING SAFETY SRVC FEB	38,510.50
				\$79,307.50
INTER VALLEY POOL SUPPLY, INC	105960	681-8030-461.41-00	HYPOCHOLORITE PURCHASE	217.80
				\$217.80
JCL TRAFFIC	94636	221-8012-429.61-20	RED & WHITE CURB PAINT	1,736.12
	94765	221-8012-429.61-20	STOP SIGN REPLACEMENT	1,757.48
				\$3,493.60
JESSICA RUIZ	67213/67994	111-0000-347.20-00	CLASS REFUND	60.00
				\$60.00
JESUS GUTIERREZ	502617	741-8060-431.62-30	FUEL REIMBURSEMENT	84.43
	6534124	741-8060-431.62-30	FUEL REIMBURSEMENT	80.50
	9040300	741-8060-431.62-30	FUEL REIMBURSEMENT	73.61
				\$238.54
JETSON NOLASCO	1972131	745-9031-413.52-30	CLAIM SETTLEMENT	4,451.51
				\$4,451.51
JJ PHOTOCOPY SERVICES, INC	195589	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	125.00
	195877	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	146.50
	195878	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	146.50
	195879	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	146.50
	195880	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	146.50
	195889	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	146.50
				\$857.50
JOANNA VAZQUEZ	67752/67961	111-0000-347.50-00	CLASS REFUND	30.00
				\$30.00
JOSE SAAVEDRA	1974389	745-9031-413.52-30	CLAIM SETTLEMENT	2,100.00
				\$2,100.00
JOSE VALDEZ	67390/67968	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
JTB SUPPLY COMPANY INC	103991	221-8014-429.61-20	TRAFFIC SIGNAL LAMPS	385.40
				\$385.40
JUAN PRECIADO	1014382	741-8060-431.62-30	FUEL REIMBURSEMENT	18.00
				\$18.00
KARLA TORRES	67559/67810	111-0000-228.20-00	DEPOSIT REFUND	250.00
				\$250.00
KEYSTONE UNIFORM DEPOT	700010570	111-7010-421.61-20	PD UNIFORM ACCESSORIES	302.04
	700010574	111-7010-421.61-20	PD UNIFORM ACCESSORIES	160.95
	700010588	111-7010-421.61-20	PD UNIFORM ACCESSORIES	18.73
	700010638	111-7010-421.61-20	PD UNIFORM ACCESSORIES	128.97
	700010916	111-7010-421.61-20	PD UNIFORMS & ACCESSORIES	571.27
	700010918	111-7010-421.61-20	PD UNIFORM ACCESSORIES	630.45
	700011032	111-7010-421.61-20	PD UNIFORM ACCESSORIES	87.05
				\$1,899.46

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KONICA MINOLTA BUSINESS SOLUTIONS	251011707	111-0110-411.43-05	COUNCIL COPIER LEASE 3/2018	104.51
	251011709	111-0110-411.43-05	COUNCIL COPIER LEASE 3/2018	71.17
	251011707	111-0210-413.43-05	CM/ADMIN COPIER LEASE 3/2018	104.51
	251011709	111-0210-413.43-05	CM/ADMIN COPIER LEASE 3/2018	71.18
	251011420	111-9010-419.43-15	FINANCE COPIER LEASE 3/2018	278.76
	251011425	111-9010-419.43-15	FINANCE COPIER LEASE 3/2018	208.20
	251011700	111-9010-419.43-15	FINANCE COPIER LEASE 3/2018	357.56
	251011706	111-9010-419.43-15	FINANCE COPIER LEASE 3/2018	377.88
				\$1,573.77
LAN WAN ENTERPRISE, INC	60379	111-0230-413.61-20	HR COMPUTER MOUSE PURCHASE	40.23
	59968	111-1010-411.74-10	CITY CLERK-PRINTER CABLE	22.97
	60460	111-1010-411.74-10	CITY CLERK MONITORS	520.35
	60522	111-9010-419.43-15	IT SERVICES APRIL2018	23,500.00
	60459	229-7010-421.74-10	EMAIL SECURITY SOFTWARE	1,390.22
	60476	229-7010-421.74-10	WIRELES DATA ACCES POINTS	1,486.08
				\$26,959.85
LEONARD GARCIA	27	111-6020-451.61-35	TINY TOT FIELD TRIP REIMBURSEMENT	339.00
				\$339.00
LGP EQUIPMENT RENTALS INC	102005	111-8010-431.44-10	PW WHEEL LOADER RENTAL	4,135.80
	104383	111-8010-431.61-21	SIDEWALK CONCRETE PURCHASE	373.67
	104399	111-8010-431.61-21	SIDEWALK CONCRETE PURCHASE	373.67
				\$4,883.14
LORENZO SANCHEZ	22677-6302	681-0000-228.70-00	FINAL BILL REFUND	159.86
				\$159.86
LUIS BALIBRERA	67648/67993	111-0000-347.20-00	CLASS REFUND	65.00
				\$65.00
LYNBERG & WATKINS APC	47896	745-9031-413.32-70	LEGAL SERVICES FEB2018	1,002.15
				\$1,002.15
MANUEL PRIETO	67457/67913	111-6060-466.33-20	CONTRACT INSTRUCTOR	364.80
				\$364.80
MCCULLAH FENCE COMPANY	20180311	535-8090-452.61-20	SPORTS FENCE SWING GATE	1,985.00
				\$1,985.00
MUNISERVICES, LLC	INV06-002237	111-3013-415.56-41	UTILITY USR TAX 1/18-3/18	6,377.52
				\$6,377.52
NACHO'S LOCK & KEY SERVICE	13997	111-8023-451.43-10	DOOR SERVICE CALL	680.78
	13917	111-8024-421.43-10	REPLACEMENT LOCK ASSEMBLY	1,105.13
				\$1,785.91
NATION WIDE RETIREMENT SOLUTIONS	PPE 04/08/2018	802-0000-217.40-10	DEFERRED COMP DEDUCTION	14,013.00
				\$14,013.00
NATIONWIDE ENVIRONMENTAL SERVICES	29082	221-8010-431.56-41	SWEEPING SERVICES FEB2018	17,018.77
	29082	222-8010-431.56-41	SWEEPING SERVICES FEB2018	16,325.00
	29082	231-8010-415.56-41	SWEEPING SERVICES FEB2018	7,368.47
				\$40,712.24
NELLY HEREDIA	67144/67809	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00

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NEOGOV	INV23602	111-0230-413.54-00	HR HIRING SOFTWARE	12,012.00
				\$12,012.00
NETWORK DEPOSITION SERVICES, INC	A18020335	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	364.80
	A18020360	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	585.25
	A18020370	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	590.46
	A18020377	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	617.53
				\$2,158.04
OK PRINTING DESIGN & DIGITAL PRINT	780	111-7030-421.61-20	PD DETECTIVE BUSINES CARD	342.75
				\$342.75
ORIENTAL TRADING COMPANY, INC.	689117879-01	111-6020-451.61-35	TINY TOT GRADUATION SUPPL	183.40
				\$183.40
PARAMOUNT ICELAND INC.	67726/67871	111-6060-466.33-20	CONTRACT INSTRUCTOR	254.40
				\$254.40
PERSONAL COURT REPORTERS, INC	113791	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	733.00
	114183	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	384.50
	114412	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	914.95
				\$2,032.45
PRUDENTIAL OVERALL SUPPLY	52111941	111-7010-421.61-20	PD MAT CLEANING SERVICE	20.07
				\$20.07
PSYCHOLOGICAL CONSULTING ASSOC, INC	523235	111-7010-421.56-41	PD PRE-EMPLOYMENT EVALS	800.00
				\$800.00
RAYVERN LIGHTING SUPPLY CO, INC.	56147-0	111-8022-419.43-10	CITY HALL LIGHT PURCHASE	382.16
				\$382.16
RICOH USA, INC.	5052795886	111-6010-451.56-41	PARKS COPIER CHRGE 3/19-4/18/18	86.98
				\$86.98
RIO HONDO COLLEGE	5/7/18-5/9/18	111-7010-421.59-20	FIELD TRAINING OFCR COURS	30.00
	S18-132-ZHPK	111-7010-421.59-20	ARREST/CONTROL COURSE	36.80
				\$66.80
RUIZ, GUADALUPE & VILMA	14031-9130	681-0000-228.70-00	FINAL BILL REFUND	25.86
				\$25.86
SANCHEZ AWARDS	1219	111-0110-411.61-20	FORMER MAYOR RECOGNITION PLAQUE	126.79
				\$126.79
SC FUELS	3520719	741-8060-431.62-30	FUEL PURCHASE	24,251.06
				\$24,251.06
SOURCE ONE OFFICE PRODUCTS, INC.	WO-34221-1	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	66.05
				\$66.05
SOUTHERN CALIFORNIA EDISON	2/15/18-3/19/18	111-8020-431.62-10	PUBLIC WORKS ELECTRICAL	1,163.65
	2/05/18-3/22/18	111-8022-419.62-10	VARIOUS SERVICE ACCOUNTS	1,082.11
	11/17-3/20/18	535-8016-431.62-10	VARIOUS SERVICE ACCOUNTS	44,444.74
	2/26/18-3/27/18	535-8016-431.62-10	STREET LIGHT ELECTRICAL	36.87
	3/6/18-4/5/18	535-8016-431.62-10	PUBLIC WORKS ELECTRICAL	54.32
	11/17-3/20/18	681-8030-461.62-20	VARIOUS SERVICE ACCOUNTS	22,024.05
				\$68,805.74

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-17-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SPARKLETTS	15142085 032918	111-0110-411.66-05	COUNCIL DRINKING WATER 3/2018	34.63
	15142085 032918	111-0210-413.61-20	CM/ADMIN DRINKING WATER 3/2018	34.62
	15142085 032918	111-1010-411.61-20	CITY CLERK DRINKING WATER 3/2018	1.00
	15142085 032918	111-3010-415.61-20	FINANCE DRINKING WATER 3/2018	63.42
	15142085 032918	111-4010-431.61-20	PW ENGINEERING WATER 3/2018	27.87
	15142085 032918	111-5010-419.61-20	COMMUNITY DEVELOPMNT WATER 3/18	27.86
	15142085 032918	111-5055-419.61-20	CODE ENFORCEMENT WATER 3/18	27.86
	15142085 032918	111-8020-431.61-20	PW ADMIN WATER 3/2018	54.94
	15142085 032918	741-8060-431.43-20	PW YARD WATER 3/2018	15.98
				\$288.18
SUPERIOR COURT OF CALIFORNIA	FEB2018	111-3010-415.56-10	CITATION SURCHARGE 2/2018	35,192.45
				\$35,192.45
SUSAN CRUM	104200314	111-0240-466.61-20	EARTH DAY MEETING ITEMS	35.93
				\$35.93
TELEWORKS	15983	111-9010-419.53-10	PARKS-PHONE SRVICE/REPAIR	140.00
				\$140.00
THE FORMS DESK, INC.	26185	111-3010-415.61-20	FINANCE-AP CHECKS	453.33
				\$453.33
THE RACK DEPOT INC	18-0135	111-8020-431.43-10	PW PALLET RACK	1,185.89
				\$1,185.89
TITAN LEGAL SERVICES, INC	SU290663-03-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	42.78
	SU290663-05-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	42.78
	SU295777-01-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	107.91
	SU295777-03-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	84.83
	SU295777-04-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	84.83
				\$363.13
TOWN HALL STREAMS	8827	111-1010-411.56-41	COUNCIL ONLINE STREAMING	300.00
				\$300.00
TRAFFEX ENGINEERS, INC	1	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	6,783.03
				\$6,783.03
TRIANGLE SPORTS	35836	111-6030-451.61-35	ADULT BASKETBALL AWARDS	161.51
	36117	111-6030-451.61-35	YOUTH SPORTS TROPHIES	427.05
				\$588.56
U.S. BANK	PPE 04/08/2018	802-0000-217.30-20	EMPLOYEE PARS DEDUCT	1,962.38
	PPE 04/08/2018	802-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,800.71
	PPE 04/08/2018	802-0000-218.10-05	EMPLOYER CONTRIBUTION	16,326.81
				\$20,089.90
UPS	0000F911X6128	111-7010-421.61-20	POLICE DEPT SHIPPING SERVICE	21.85
				\$21.85
VERITEXT CORPORATION	CA3261709	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	1,320.20
	CA3266358	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	1,445.70
				\$2,765.90
VERONICA JURADO	67753/67962	111-0000-347.50-00	CLASS REFUND	30.00
				\$30.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
4-17-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VULCAN MATERIALS COMPANY	71733322	111-8010-431.61-21	ASPHALT-POTHOLE REPAIR	178.97
	71734872	111-8010-431.61-21	ASPHALT-POTHOLE REPAIR	177.39
	71737287	111-8010-431.61-21	ASPHALT-POTHOLE REPAIR	269.68
	71747261	111-8010-431.61-21	ASPHALT-POTHOLE REPAIR	84.32
	71765754	111-8010-431.61-21	ASPHALT-POTHOLE REPAIR	177.39
				\$887.75
WALTERS WHOLESALE ELECTRIC COMPANY	S109282884.001	111-8020-431.43-10	FAN LIGHT PURCHASE	525.60
	S110132575.001	111-8020-431.43-10	CITY YARD CAMERA CABLE	636.47
	S110137657.001	111-8020-431.43-10	CAMERA CONDUIT MATERIALS	186.96
	S110157337.001	111-8020-431.43-10	CAMERA WEATHER PROOF BOXS	35.55
	S110139191.001	111-8022-419.43-10	CITY HALL REPLACMNT LIGHT	303.34
				\$1,687.92
WAXIE SANITARY SUPPLY	77346752	111-8020-431.43-10	PW PAPER SOAP PURCHASE	27.64
	77354809	111-8020-431.43-10	PW PAPER TOWEL PURCHASE	61.12
				\$88.76
WELLS FARGO BANK-FIT	PPE 04/08/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	50,286.90
				\$50,286.90
WELLS FARGO BANK-MEDICARE	PPE 04/08/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,230.40
				\$7,230.40
WELLS FARGO BANK-SIT	PPE 04/08/2018	802-0000-217.20-20	STATE TAX DEPOSIT	18,711.93
				\$18,711.93
WILLDAN FINANCIAL SERVICES	010-37400	111-9010-419.56-41	TAX ADMIN REFUSE COLLECT	125.00
	010-37399	535-8016-431.56-41	SPEC TAX ADMIN 4/18-6/18	1,950.46
				\$2,075.46
XEROX CORPORATION	092798622	111-8020-431.43-05	PARKS COPIER LEASE 2/21-3/21/18	163.74
	092798622	681-8030-461.61-20	PARKS COPIER LEASE 2/21-3/21/18	163.74
				\$327.48
YAZMIN CHAVEZ	0023	111-0230-413.61-20	ST. PATRICK'S DAY EVENT	6.30
	3/15/2018	111-0230-413.61-20	ST. PATRICK'S DAY EVENT	5.98
	321 9 143 320	111-0230-413.61-20	ST. PATRICK'S DAY EVENT	27.95
	807200013628	111-0230-413.61-20	ST. PATRICK'S DAY EVENT	10.49
				\$50.72
				\$1,621,223.63



CITY OF HUNTINGTON PARK

City Managers Office
City Council Agenda Report

April 17, 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 FOR RETENTION OF CONSULTANT FOR COMMUNITY EDUCATIONAL PROGRAM FOR MEASURE “S”

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the retention of The Kilkenny Group to conduct an educational and information program to the City’s residents regarding Measure “S;” and
2. Authorize Interim City Manager to execute a Professional Services Agreement (PSA) with The Kilkenny Group.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City Council approved placing a ballot initiative before the Huntington Park voters authorizing a one cent sales tax, if approved by the City’s electorate. California State law allows public resources to be utilized to educate and inform the public concerning the elements of this initiative, Measure S.

The Kilkenny Group has experience in providing the necessary services to conduct a community educational program to inform residents about the purpose of Measure S. City staff does not have the background, experience or resources to provide such services.

FISCAL IMPACT/FINANCING

There is sufficient budget within the City Manager’s Office 2017-18 Fiscal Year Operating Budget to fund the professional services provided under this agreement.

**CONSIDERATION AND APPROVAL FOR RETENTION OF CONSULTANT FOR
COMMUNITY EDUCATIONAL PROGRAM FOR MEASURE "S"**

April 17, 2018

Page 2 of 2

CONCLUSION

Upon Council approval, staff will proceed with recommended changes.

Respectfully submitted,



RICARDO REYES
Interim City Manager

ATTACHMENT(S)

A. Proposal submitted by The Kilkenny Group

ATTACHMENT "A"



THE KILKENNY GROUP

Communicating with the HP Community

Production and Field Services for Measure S

Presented to:

Ricardo Reyes, City Manager

Introduction

It is with great pleasure that we submit the following proposal to assist the City of Huntington Park with its efforts to communicate with its constituency base on the upcoming ballot measure; Measure S. The measure, placed on the June 2018 ballot, will help the city maintain essential services that are utilized by the residents of Huntington Park and it will be our job to ensure that they are aware of the benefits of this measure.

In our prior work in this region and this type of production and field arena, our team has assisted many municipalities in the way they communicate with their constituency bases ensuring that they are well aware of the activities and successes that are occurring in their cities. We have helped other cities in their communications efforts and ensuring that residents are well aware of measures on ballots along with their benefits and impacts. We will work with you and your team members to ensure that we are engaging accordingly and that we follow all legal requirements and that all efforts are being executed accordingly.

The Group

The Kilkenny Group is a strategic communications company that understands the diverse communities of Southern California. We have guided the communication efforts of companies, public agencies and non-profit agencies.

The Kilkenny Group consists of many seasoned communications, public relations and community relations professionals that are experts at developing and delivering precise and effective communications services. Through our group of professionals, we execute different areas of expertise that include:

- Public and Governmental Affairs
- Strategic Planning
- Brand Development
- Media Relations
- Messaging
- Production

Services

We are ready to provide production and field services that will help communicate Measure S to the residents of Huntington Park. We will work with the City Manager's office along with any assigned staff to help develop creative and engaging production pieces that will help educate the community about the measure. We will also build a field team that will canvass the community to help answer any questions in regards to the measure and help engage, educate and activate this constituency block so that they actively participate in the June primary and play and role in the future of the city's services.

The following are some of the expected deliverables:

- Create and Develop a Public Education Campaign for Measure S
- Work with City Manager and staff to outline project goals and deliverables based on mandates and timelines, as well as budgets
- Develop a production timeline that provides the city with expected production goals



- Develop all messages, creative, production, printing and delivery of mail pieces
- Create and manage a field program that will engage the community on the measure
- Work with city staff on any social media efforts
- Work with any assigned staff to ensure that all efforts are being executed accordingly

Reporting

We will always maintain an open line of communication with assigned point of contact and ensure that the execution of every phase is clearly understood and followed. If any reporting requirements are needed, we will gladly provide those for you.

Budget

The following budget reflects the entire project. We hope to begin as soon as possible considering that they election cycle is quickly approaching and production work has some lengthy timelines attached to it. We also need to build the field team; train and message, so that the right message is delivered. Our fees are as follows:

Production Services:

- Mail Program **\$40,000.00**

Field Services:

- Canvassing Team **\$25,000.00**

Consulting Services:

- Project Fee **\$5,000.00**

**Fees Due upon submittal of invoice*

Summary

It is our pleasure to submit to you this proposal to assist you in your communications efforts. The Kilkenny Group prides itself in its ability to help a client reach its communications goals. We look forward to serving you and the Huntington Park community in the near future.

Contact

The Kilkenny Group
 Ed Coghlan, CEO
 9127 Rubio
 North Hills CA 91343
 Office: (818) 893-1453
 Cellular: (818) 489-4774
 Email: edcoghlan@kilkennygroup.com



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

April 17, 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 ECO-RAPID TRANSIT SPECIAL ASSESSMENT FOR THE DEVELOPMENT OF STRATEGIC VISION PLANNING SESSION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a special assessment of \$1,500 for Eco-Rapid Transit to conduct a strategic vision planning session.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Eco-Rapid Transit, also known as the Orangeline Development Authority, is a joint powers authority (JPA) originally created to pursue development of a transit corridor/system. With the recent passage of Measure M and the development of a P3 program at Metro, Eco-Rapid Transit recognizes the importance of developing a strategic vision - being an economic development project utilizing rail transit to create overall progress, opportunities and connect together a diverse group of communities within its sphere of influence.

To accomplish this, Eco-Rapid Transit seeks to evaluate the organizational, governance, management and oversight structure and activities of the Joint Powers Authority. This can be analyzed as a strategic planning session looking at the current organization as well as taking a look at the future direction and organizational structure necessary to maximize the possibility of successful investment and economic development in the corridor.

FISCAL IMPACT/FINANCING

These are planning activities fundable under Measure R.

CONSIDERATION AND APPROVAL OF ECO-RAPID TRANSIT SPECIAL ASSESSMENT FOR THE DEVELOPMENT OF STRATEGIC VISION PLANNING SESSION

April 17, 2018

Page 2 of 2

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
Interim City Manager

ATTACHMENT(S)

A. Draft Strategic Vision Planning Session

ATTACHMENT "A"

Strategic Vision Session

Draft

Eco-Rapid Transit, also known as the Orangeline Development Authority, is a joint powers authority (JPA) originally created to pursue development of a transit corridor/system. With the recent passage of Measure M and the development of a P3 program at Metro, Eco-Rapid Transit recognizes the importance of developing a strategic vision - being an economic development project utilizing rail transit to create overall progress, opportunities and connect together a diverse group of communities within its sphere of influence.

To accomplish this, Eco-Rapid Transit seeks to evaluate the organizational, governance, management and oversight structure and activities of the Joint Powers Authority. This can be analyzed as a strategic planning session looking at the current organization as well as taking a look at the future direction and organizational structure necessary to maximize the possibility of successful investment and economic development in the corridor.

Eco-Rapid Transit has thirteen members with approximately 1.4 million residents. Eco-Rapid Transit is working with its members to provide the local planning component to reach and balance regional and local goals and objectives. This includes active participation in the development of the environmental, public private partnership (P3), planning, design and implementation components of the West Santa Ana Branch transit corridor project, eventually extending north to Glendale and Hollywood Burbank Airport. This also includes participation in the construction process and becoming the local partner on construction mitigation programs. It includes coordination of and development of a multi-jurisdictional collaborative effort to create transit-oriented development (TOD) throughout the corridor.

Eco-Rapid Transit has a unique opportunity to be a vehicle for transformational progress in its sphere of influence, to create an organizational, financial and funding structure capable of meeting local goals and objectives while creating additional opportunities for investment and economic development, among other things. It is important to work together to identify actions to move the station area plans forward from planning through preparation of regulatory land use and entitlement documents and ultimately into development. It is imperative to establish a clear and viable understanding of design and development to attract developers and investment to meet the station vision of each city.

Eco-Rapid Transit and its members envision a corridor that Integrates station area TOD plans into a cohesive, compelling transit-oriented corridor (TOC) vision. A unified vision and approach for a transit-supportive corridor will provide a strong land use and economic development foundation for the corridor as a whole as well as for individual cities to ensure success in leveraging the future Metro light rail transit investment into overall progress and opportunity. The entire process requires a thoughtful approach that includes decision makers and stakeholders with interests in the project area. On a local level, this can include:

- How do we get there?
- What policy, regulatory, financial, organizational and cultural vehicles and structures are available to get there?
- What development do you see happening in your city's future station area?
- What are your city's economic needs?

- What are the challenges to development in your city?
- What are your city's infrastructure needs?
- How do we attract appropriate investment and development?
- How can we develop an integrated multi-jurisdictional approach in station areas?
- How do we share costs and benefits in the corridor?

It is timely to ask the question – “where are we going?” and “how do we get there?” to help the communities to plan and accelerate benefits of the West Santa Ana Branch project. It requires creation of a vision and analysis of a governance structure to create a platform for “early action elements” and provide the base for short term and long-term project successes. It creates an opportunity to examine core components of the project, using this concept to maximize assets and investments as quickly as possible. We recognize the quicker we move, the more economic development and return on investment that we all will have.

The proposed scope of work for this visioning program requires a thoughtful, facilitated approach that builds upon efforts of Eco-Rapid Transit to create economic development and investment opportunities in the corridor:

- **Consistent development documents and approach attractive to developers.** A strategy to work with members and support multi-jurisdictional station area concept plans. It needs to be a viable regulatory document providing clear project entitlements to attract future development.
- **Develop a corridor-wide economic and employment strategy.** The Corridor is an untapped economic powerhouse and yet it has been undervalued as a viable market for future investment. There are challenges in attracting new retail, commercial and housing projects. A coordinated and comprehensive economic and employment strategy provides a basis for marketing corridor destinations, attractions and services along with creating a unique and attractive image and brand.
- **Provide an integrated funding strategy.** Infrastructure improvements will be required to provide utility service and capacity improvements required for a higher level of future development and better serve existing communities. This could provide additional benefits to the Eco-Rapid Transit cities and requires development of an integrated strategy to secure private sector investments and compete for local, state and federal funding.

Scope of Work

To accomplish this requires the creation of a strategic vision of our future. It is suggested that a working session of our decision makers and staff is critical. Therefore, Eco-Rapid Transit seeks the services of a consultant to lead a strategic planning working session to set this vision.

Task 1 – Task and Work Session Preparation

The Consultant will work with Eco-Rapid Transit staff to identify an approach for a Strategic Implementation Framework to be discussed at an Eco-Rapid Transit Board and Staff working session. It is anticipated that the working session will involve Eco-Rapid Transit Board of Directors, Eco-Rapid Transit Staff, City Managers/key corridor city representatives and Metro Executive Staff.

The resulting implementation action plan will include, but is not limited to, recommendations for land use regulatory documents and entitlement process, economic/employment strategy, funding sources and strategies, and organizational options. Possible discussion items include:

- Applicable Eco-Rapid Transit and Metro plans and policies to be included and/or reflected in the resulting strategy.
- Land use plan/regulatory options to be considered.
- Economic and employment strategy framework elements.
- Possible funding sources and funding framework options.
- Other discussion points to be identified by participants, such as an organizational recommendation.

It is anticipated that a strong foundation for successful implementation can be provided through actions in four key areas:

- 1. Consistent, Clear Land Use Plan and Policies.** Develop plans, policies and approval processes that provide a predictable framework for future corridor development. Encourage actions to incentivize development in future station areas to attract/encourage the identified development.
- 2. Corridor-wide Implementation Authority.** Consider formation of a corridor-wide organization to ensure successful implementation of an economic and employment strategy, and funding and development of the complex transportation and development efforts over an anticipated 25-year plus timeframe. Formation of a project-specific organization, building on the existing Eco-Rapid Transit Joint Powers Authority, could provide clear and efficient decision-making in coordinating public and private sector efforts, and the political and financial ability to address the depth of project funding and financing resources required to secure private development investment.
- 3. Committed Funding Stream.** A long-term revenue stream will be required to fund the required large-scale infrastructure projects to support future development that may be beyond the funding capacity of a single city. This funding capacity was once provided by redevelopment authority tax increment financing. The replacement revenue source may be provided through formation of Enhanced Infrastructure Financing District (EIFD) or development of a Public Private Benefit Corporation. This may be an organization that can offer the ability to generate a long-term funding stream for public infrastructure to encourage use of transit, create pedestrian-friendly station area environments, and attract private development. The corridor cities, of varied size and funding capabilities, will be challenged to secure individual funding streams, such as EIFD agreements with the County of Los Angeles, but as a JPA with Supervisorial support, Corridor-wide funding may be accomplished.
- 4. Funding Strategy to Secure Other Funding Resources.** Corridor cities could use their political strength to develop and implement an integrated funding strategy to secure competitive local, state and federal funding, and possible private market resources. However, a comprehensive, coordinated and collaborative approach using the resources of an area with a population that would make it one of the largest cities in California and the United States seems to have tremendous potential.

Task 2 – Work Session

The consultant will conduct the working session to discuss and develop a viable implementation strategy framework providing action items and creating a vision for a governance structure designed to enhance economic development, community development and corridor investment. The work session will focus

on developing a strategic vision that includes a discussion of goals, objectives, plans, perceived opportunities and challenges, organizational/governance structure possibilities, and funding. The work session will be held at a location to be determined. The consultant will document comments and recommendations.

Task 3 – Draft and Final Strategic Vision and Implementation Framework

The consultant will incorporate the recommendations in preparation of a draft strategic implementation framework approach for inclusion as a final section of the report with text, diagrams and images as appropriate to convey the strategy's intents. The consultant will prepare a draft version for review and comment by Eco Rapid Transit. A final report and PowerPoint suitable for presentation to the Eco-Rapid Transit Board will be prepared. The consultant will participate in the presentation to the Eco-Rapid Transit Board as appropriate.

SCHEDULE

After agreement on the task scope, schedule and budget is reached, the study schedule is proposed to be approximately seven weeks in length in consideration of a final presentation to the Eco-Rapid Transit Board:

- Week 1** Preparation of an implementation strategy approach, work session agenda and materials.
- Week 2** Review draft materials and finalize meeting materials.
- Week 3** Conduct working session and document comments and recommendations.
- Week 4** Prepare draft based on received comments and recommendations.
- Week 5** Review and comment of draft.
- Week 6** Prepare a draft final study report and PowerPoint for presentation.
- Week 7** Participate in Eco Rapid Transit Board presentation and finalize study report based on Board comments.

BUDGET

It is anticipated that the planning effort will cost approximately \$13,000 to \$15,000.



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 17, 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 AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6722 ALBANY STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of \$13,550 to remediate lead-based paint hazards on a single-family unit located at 6722 Albany Street; and
2. Authorize Interim City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6722 ALBANY STREET, HUNTINGTON PARK, CALIFORNIA

April 17, 2018

Page 2 of 3

The owner residing at the single family property located at 6722 Albany Street is qualified to participate the program. The City received bids from two (2) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
De La Torre	\$13,550
Sarahang	\$15,500

Based on the bid analysis performed, Alfredo De La Torre Construction Services is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work under the Lead Based Paint Program

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas
6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of \$13,550 for this program is included in the FY 2017-18 Budget in account number 246-5098-463.73-10 (Lead Based Paint Grant Program).

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6722 ALBANY STREET, HUNTINGTON PARK, CALIFORNIA

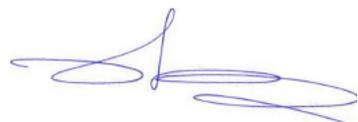
April 17, 2018

Page 3 of 3

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
Interim City Manager

A handwritten signature in blue ink, appearing to read 'Sergio Infanzon', with a circular flourish at the end.

SERGIO INFANZON
Community Development Director

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT "A"

**CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation**

6722 Albany St.

ITEM		De La Torre	Alternative	Sarahang	Alternative
LBPH					
1	Exterior - Door Frames to Living Room & Laundry	700	900	500	
2	Interior Door Frames - Living Room, Kithcen, Laundry	900		600	
3	Replace Windows(7) & address all exisiting	-	3,500	-	5,000
4	Plaster Walls in Nook	1,200		800	
5	Electrical Panel & Wood Wall at Electrical Panel in Laundry Room	350		300	
6	Ceramic Tiled Surfaces in Kitchen, Laundry & Bedroom 2	-		-	
7	Exterior Window Components	3,000			4,000
8	Access Panel Frames	350		300	
9	Ceramic Tiled Walkway on East Side of House	-		-	
10	Clean - Floors, Window Sills, Window Wells,	900		500	
11	Waste disposal	700		500	
	Subtotal	\$ 8,100		\$ 3,500	
Healthy Homes					
1	Replace Wall Heater	375		2,000	
2	Ground Fault Circuit Interceptors	650		500	
3	Smoke & Carbon Monoxide Detectors (4)	25		500	
	Subtotal	\$ 1,050		\$ 3,000	
	TOTAL	\$ 9,150	\$ 4,400	\$ 6,500	\$ 9,000
	Combined Total	\$ 13,550		\$ 15,500	

ATTACHMENT "B"

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this _____, 2018, by and between the City of Huntington Park (hereinafter "City") Martha Aguilera (hereinafter "Owner") and Alfredo De La Torre Construction Services (hereinafter "Contractor"), bearing California Contractor's License No 789226.

RECITALS

- A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.
- B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6722 Albany Street, Huntington Park, California 90255 ("Property").
- C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

- 1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed.** Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.
- 2. Execution of Agreement.** Owner has executed this contract on _____, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.
- 3. Work Write-Up, Specifications and Drawings.** The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the

expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed **Thirteen Thousand Five Hundred Fifty Dollars (\$13,550)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded.

Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractor's option, at no expense to the Owner.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this

Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Fairbanks Insurance Brokers, Inc. (949) 595-0284.

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change

order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit

covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Martha Aguilera
6722 Albany Street
Huntington Park, CA 90255

Contractor: Alfredo De LA Torre Construction Services
Attn: Alfredo De La Torre
17827 Santa Ana Ave.
Bloomington, CA 92316

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association (“AAA”) and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.

b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].

c. Any member of or delegate to the Congress of the United States.

d. Any Resident Commissioner.

e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Three Day Right to Cancel.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

36. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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Parties have caused this Agreement to be executed as follows:

OWNER(S)

Signature

Date

Name

Signature

Date

Name

CONTRACTOR

Signature

Date

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

Ricardo Reyes, Interim City Manager

Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

Work Requested -	Estimated Cost
<p>1) Exterior Door Frames to Living Room and Laundry Room – All paint on the “<i>friction</i>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner MUST BE “PAINT READY.”</p> <p><i>Alternatively</i> - The lead-laden door frames may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 700</p> <p>\$ 900</p>
<p>2) Interior Door Frames (Living Room, Kitchen, and Laundry Room) – All paint on the “<i>friction</i>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the remaining paint with a suitable encapsulant. Any surface treated in this manner MUST BE “PAINT READY.”</p> <p><i>Alternatively</i> - The lead-laden door frames may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 900</p> <p>\$</p>

Work Requested -	Estimated Cost
<p>3) Interior Window Components (Living Room, Dining Room, Kitchen, Nook, Laundry Room and Bedroom 3) - All paint on the "friction" portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window (<i>friction and non-friction surfaces</i>). Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner MUST BE "PAINT READY."</p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: <u>7 TOTAL</u></p>	<p>\$ 9,000 - <i>Friction Impact</i></p> <p>\$ 3,500 -</p>
<p>4) Plaster Walls in the Nook - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner MUST BE "PAINT READY." <i>DRY WALL ENCLOSURE</i></p>	<p>\$ 1,200 -</p>
<p>5) Electrical Panel & Wood Wall at Electrical Panel in Laundry Room - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner MUST BE "PAINT READY."</p>	<p>\$ 350 -</p>

Work Requested -	Estimated Cost
<p>6) Ceramic Tiled Surfaces in Kitchen, Laundry Room and Bathroom 2- The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p>
<p>7) Exterior Window Components - All paint on the "friction" portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window (<i>friction and non-friction surfaces</i>). Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner MUST BE "PAINT READY."</p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: _____</p>	<p>\$ INTERIOR & EXTERIOR \$ SAME # 3 \$ 3,000</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>8) <i>Access Panel Frames</i> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner MUST BE "PAINT READY."</p>	<p>\$ 350</p>
<p>9) <i>Ceramic Tiled Walkway on the East Side of House</i> - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p> <p>\$ N/A</p>
<p>10) Because the dust wipe samples indicated a level of lead <u>above</u> the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned (<i>HEPA / TSP Equivalent / HEPA</i>).</p>	<p>\$ 900</p>
<p>11) Waste Disposal (Hazardous & Non-hazardous)</p>	<p>\$ 700</p>
<p>12) Total Lead Abatement Cost</p>	<p>\$ 12,500</p>

Lead Based Paint Abatement Specifications
Single Family Residence
6722 Albany Street
Project Number 3010989

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: ALFREDO DELATORRE CON ST SERV.

Company Phone #: (323) 243-7622

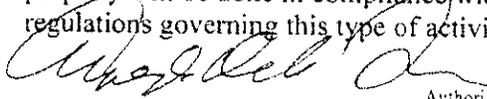
Contact Person: ALFREDO DE LA TORRE

Date of Bid: _____

Total amount of Bid: \$ 12,500

Estimated Time of Completion: 2 WEEKS

I ALFREDO DELATORRE hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.



Authorized Signature

**CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM**

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Martha Aguilera	APN No.:	6321-025-019
Address:	6722 Albany St.	Tel. No.:	(323) 835-6329
City:	Huntington Park 90255	Date:	January 17, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Replace Wall Heater: Remove and replace the existing double sided wall heater located in the hallway/living room. Provide and install the new double sided wall heater of sufficient size to heat entire dwelling. Installation shall include all connections and ducting as required by the manufacturer and building codes. Requires permits and inspections.	\$1,900 -
2.	Ground Fault Circuit Interceptors: Install new ground fault circuit interceptors (GFCI) receptacles in the kitchen (2) within 6 feet of the kitchen sink and in the bathroom (2) (minimum of one) in accordance with Section 210-8 of the National Electrical Code.	\$950 -
3.	Smoke and Carbon Monoxide Detectors: Install new smoke detectors in 3 bedrooms at a point centrally located. Install 1 smoke and carbon monoxide detector at hallway	\$150 -
	Project Total	\$ 3,000 -

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. LICENSES, FEES, PERMITS AND CLEARANCES

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.



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

April 17, 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 AGREEMENTS AND THE DESIGN, BID ADVERTISEMENT, AND BID ANALYSIS FOR THE DEVELOPMENT OF THE HUNTINGTON PARK GREENWAY LINEAR PARK PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Interim City Manager and/or Director of Parks and Recreation to execute the Grant Agreement with California Natural Resources Agency in accepting funding for the Greenway Linear Park in the amount of 4.7 Million dollars;
2. Authorize the Interim City Manager and/or Director of Parks and Recreation to execute agreement and partner with From Lot to Spot (FLTS) in a not-to-exceed amount of \$50,000 for Community Outreach and Engagement for Greenway Linear Park;
3. Authorize Infrastructure Engineers (IE) under the currently approved Augmentation Contract, to proceed with Design, Bid Advertisement, and Bid Analysis per the approved fee schedule at a not to exceed fee of 7% of the project construction budget plus \$70,000 for geotechnical and topographical surveys; **or**
4. Authorize City Staff to issue a Request for Proposals (RFP) for Design, Bid Advertisement, and Bid Analysis.

BACKGROUND

The California Natural Resources Agency (CNRA) awarded the City of Huntington Park a \$4.7M grant for the development of a linear park. The project is a 0.5 mile linear greenway and will utilize the (10) Los Angeles Department of Water and Power lots located just south of Salt Lake Park, between Florence Avenue and Santa Ana Street. This project will increase parkland in the community by 19%, will reduce greenhouse gas (GHG) emissions and provide multiple benefits to the community at large through the new

CONSIDERATION AND APPROVAL OF AGREEMENTS AND THE DESIGN, BID ADVERTISEMENT, AND BID ANALYSIS FOR THE DEVELOPMENT OF THE HUNTINGTON PARK GREENWAY LINEAR PARK PROJECT

April 17, 2018

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trails, pedestrian pathways, play areas and recreational elements. Resolution No. 2017-10 was adopted on April 18, 2017 approving the application for the grant. City Staff is currently working closely with the designated Grant Administrator from California Natural Resources Agency to complete the Grant Agreement document which will outline the expectations and budgeted amounts for different items necessary to bring the linear park to reality. This Agreement should be complete by April 30, 2018 and thereafter allow for the encumbrance of funds for Huntington Park and for work on the project to begin. All funding is set to exhaust in May of 2020.

On February 20, 2018, From Lot to Spot (FLTS) presented in-person to City Council the vast array of community engagement methods that they utilize to incorporate the vital element and input of residents into projects. FLTS was a part of the plan in the original grant application submitted and later awarded to the City. FLTS has presented the City with a proposal for their services in conducting and incorporating extensive community input via community workshops, sidewalk engagements and focus groups. Due to their involvement with the original application submitted, CNRA has expressed the importance of that continued involvement to bring the conceptual design to life.

Infrastructure Engineers (IE) is currently contracted with the City and has been a great consultation resource thus far in these early stages of planning for the linear park. Due to the confinements of the grant period and funding exhausting in May of 2020, it has placed a very real time constraint for the project to be completed. As such, it is being proposed that the City elect to award the design and corresponding geotechnical and topographical surveys (estimated at \$70,000) to IE as they are already very familiar with the project scope and will keep the project on schedule. If Council wishes to direct staff to issue an RFP, the schedule would be delayed by almost three (3) months and push us beyond May 2020. The table below illustrates the impact to estimated schedule.

	Award to IE		Issue RFP	
	Start	End	Start	End
Design	5/1/2018	2/19/2019	7/24/2018	5/7/2019
Construction	5/13/2019	5/12/2020	7/16/2019	7/15/2020

FISCAL IMPACT/FINANCING

The total cost for the original conceptual design is \$6M, of which only \$4.7M was awarded to the City and thus this will be what is utilized for the entire project. The funding shortage of the original estimate will require some modifications to the original concept. Funding for the Huntington Park Greenway Linear Park Project will be budgeted for FY18-19 and FY19-20.

**CONSIDERATION AND APPROVAL OF AGREEMENTS AND THE DESIGN, BID
ADVERTISEMENT, AND BID ANALYSIS FOR THE DEVELOPMENT OF THE
HUNTINGTON PARK GREENWAY LINEAR PARK PROJECT**

April 17, 2018

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CONCLUSION

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

Respectfully submitted,



RICARDO REYES
Interim City Manager



CYNTHIA NORZAGARAY
Director of Parks and Recreation



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. From Lot to Spot Proposal

ATTACHMENT "A"

City of Huntington Park Greenway Project

COMMUNITY & OUTREACH SERVICES PROPOSAL

PREPARED FOR THE CITY OF HUNTINGTON PARK, CA



Firm Description

From Lot to Spot (FLTS) is a 501c3 non-profit organization dedicated to improving low income, communities of color in the greater Los Angeles area one vacant space at a time. FLTS does this by creating much needed, community-designed greenspaces and access to resources that help empower community members to transform their communities. In our work, FLTS promotes healthy and livable communities by working with communities from the ground up. FLTS works **with** community members to build pocket parks, community gardens, micro-spaces, walking paths, bicycle paths, and other innovative spaces where communities as a whole can come together. Our work supports the core of our mission to create more livable communities, **by** the community.

FLTS has prepared the following proposal using our extensive experience in working with low-income, communities of color in southeast Los Angeles County.

Related Experience

City of Cudahy, Community Outreach & Facilitation Services

Client: City of Cudahy, Ca

From Lot to Spot implemented a city-wide engagement campaign in the City of Cudahy, to capture community input around the city's sustainability growth plan to create financing mechanisms that will sustain park creation under future growth. Community engagement tools included sidewalk engagements, stakeholder interviews, focus groups, questionnaires and community workshops.

Lara Linear Park, Lynwood, CA

Client: City of Lynwood, Ca

From 2011-2015, FLTS spearheaded a comprehensive community engagement and fund development plan to build and design Lara Linear Park in Lynwood. The new 5.25-acre park features extensive drought-tolerant native plantings, a fitness block, and numerous bioswales.

South Gate Urban Orchard Project, South Gate, CA

Client: Trust for Public Land

In 2016, FLTS spearheaded a community outreach and engagement campaign that reached out to over 5,000 South Gate residents, hosted not only a traditional workshop but also included "Sidewalk Engagements", where we take the meeting to the streets. Currently FLTS continues to engage community in final design workshops.

Vernon Village Community Garden, City of Vernon, CA

Client: WCH Housing

In partnership with WCH housing, From Lot to Spot is developing a comprehensive community gardening program for residents in the affordable housing complex in the City of Vernon. The project scope includes engaging over 200 tenants around healthy eating and active living.

Project Approach

For this project, From Lot to Spot (FLTS) will implement a detailed, on-the-ground community engagement effort to engage the Huntington Park community in participatory planning and design to build a greenspace that meets their needs. The ultimate objective will be to garner as much input through a variety of means and incorporate the community's voice in the final design.

In order to gather authentic input from community members in their environments, FLTS will be host not only two traditional workshops but also implement "Sidewalk Engagements" - meetings **with** the community, **in** the community. Our approach involves hosting meetings in informal settings, where Huntington Park residents go, rather than having "them" come to "us". This informal setting allows for a more fluid conversation to occur and a wide array of rich and authentic input to be gathered. The following are summaries of each key engagement method.

As needed, FLTS will include everything from questionnaires, surveys, specialized workshops, focus groups, door-to-door outreach, on-line input pages, and social media advertisements to be able to capture comprehensive input.

Scope of Work

FLTS will implement a comprehensive outreach campaign to include actionable deliverables to garner authentic, bi-lingual Spanish/English participation from community members. The goal is to garner input utilizing authentic methods and build a strong community base to support the park, its development and long-term success.

1. Sidewalk Engagements – Two (2)

FLTS will host two “Sidewalk Engagements” in key locations in the City of Huntington Park. Prior to setting locations, FLTS will confer with City of Huntington Park staff and our community partners to choose the most high-foot-traffic locations where we can take the meeting to the streets.

Deliverable: Two sidewalk engagement events, summary of input results with key findings in form of a bullet-point report.

2. Grupos de Enfoco – Three (3) Focus Groups

FLTS will create all materials for and facilitate three bi-lingual focus groups to garner input from specific community groups. Participants will be chosen based on further conversations with City of Huntington Park staff and our community partners and allies.

Deliverable: Three focus groups, summary of input results with key findings in form of a bullet-point report.

3. Community-Wide Workshop – Two (2)

To capture comprehensive input, FLTS will plan and facilitate two community-wide meeting to present information gathered from sidewalk engagements and focus groups and to garner additional input. Second workshop will present final input.

Deliverable: Two workshops, Summary of input results with key findings in form of a bullet-point report for each workshop.

4. Form Park Advisory Committee

To maximize community input and inclusivity, FLTS will identify seven – nine community members to serve on a Park Advisory Committee (PAC). The role of the PAC is to foster community ownership and engagement of the Huntington Park Greenway Project. PAC members provide essential input from their respective communities and facilitate the process to actively engage the community in the park. FLTS will facilitate the volunteer committee to provide input on park usage, help promote park use, and provide input on activities and programming. Park Advisory will meet once a month before park grand opening with a total of 12 meetings.

Participants will be chosen based on further conversations with City of Huntington Park staff, our community partners and allies to include at least 2 councilmembers, 1 youth, 1 senior representative and various sectors of the public. An open invitation to city council members, commissioners and Parks & Rec staff will always be extended.

Deliverable: Park Advisory Committee, 12 PAC meetings.



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

April 17, 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 17, 2018

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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 _____, **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 _____, 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

Public Works Department
City Council Agenda Report

April 17, 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 ACCEPTANCE OF WORK PERFORMED BY ALFARO COMMUNICATIONS CONSTRUCTION, INC. (ACCI) FOR THE PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of work performed by Alfaro Communications Construction Inc. (ACCI) for the construction of the Pacific Boulevard Lighting and Beautification Project with a total final amount of \$642,642.87; including \$75,451.64 for Contract Change Order #8 (CCO) for increased scope;
2. Authorize Director of Public Works to sign the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the Notice of Completion, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year the City prepares an Annual Action Plan in connection with the Five-Year Consolidated Plan which details how the City will expend federal funds received from the Department of Housing and Urban Development (HUD). On December 6, 2016, a substantial amendment to the Annual Plan was approved to allocate \$520,000 in the Community Development Block Grant (CDBG) public facility funds to the Pacific Boulevard Lighting and Beautification Project.

The construction of the project started on April 17, 2017. The project was completed on December 7, 2017, including all project punch list items.

CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED BY ALFARO COMMUNICATIONS CONSTRUCTION INC. (ACCI) FOR THE PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT

April 17, 2018

Page 2 of 4

Construction Background

On December 20, 2016 the City Council awarded the construction contract to ACCI for a total base bid amount of \$404,750 to complete the following scope of work:

- Remove double acorn fixtures
- Install Cobra Head LED lighting fixture
- Paint all existing street furniture
- Install two Thomas Seth Street clocks

On June 6, 2017, City Council approved CCO# 2

COOR #	Description	CCO #	Amount
5	New paint specification	2	\$100,000
		Total	\$100,000

On June 20, 2017, City Council approved CCO#s 1, 3 through 7, and a budget appropriation in the Arts in Public Places in account number 232-8010-431.73-10 in the amount of \$190,719.56 for expenses associated with the purchase and installation of the Thomas Seth clocks.

COOR #	Description	CCO #	Amount
3	Construct the footing and the electrical for the two clocks.	1	\$15,000.00
2	Paint all the existing luminaires black.	3	\$7,430.00
4	Remove and reinstall new wires. Existing wire slack was not sufficient.	4	\$13,397.41
10	Credit for payment made to Verdin Company for clocks.	5	(\$56,183.87)
7	Repair street light pole access doors.	6	\$12,499.64
9	Replace steel cables that connect from light post to light post.	7	\$70,298.05
		Total	\$62,441.23

On September 5, 2017, City Council approved a budget appropriation of \$149,767 due to a delay in the replacement of the steel cables on Pacific Blvd. ACCI anticipated completing the cable installation before the end of FY 16/17. However due to a procurement issue of a key component, the installation was delayed. The appropriation amount did not exceed the original awarded grant amount of \$520,000, but only

CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED BY ALFARO COMMUNICATIONS CONSTRUCTION INC. (ACCI) FOR THE PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT

April 17, 2018

Page 3 of 4

appropriated the unused budgeted funds from FY16/17 into FY 17/18 to complete the project.

Lastly, on October 5, 2017 staff presented City Council with the remaining items to complete the Pacific Blvd project which included street striping. Based on the items presented, City Council directed staff to complete the striping separate from the remaining items which were packaged into a Notice Inviting Bids for the Pacific Boulevard Pedestrian and Transportation Project. The Striping resulted in CCO #8 which staff is seeking City Council approval.

COOR #	Description	CCO #	Amount
12	Construct the footing and the electrical for the two clocks.	8	\$75,451.64
		Total	\$75,451.64

Construction Administration Background

City Council directed the Public Works staff to perform Construction Management, Construction Inspection (CMCI) and Labor Compliance administration. CMCI was performed by staff with oversight provided by both Transtech and Infrastructure Engineers. Labor Compliance was performed by Klimt Consulting LLC. It's important to note, Labor Compliance was completed post construction due to the termination of our previous Labor Compliance Officer's contract. Although, Labor Compliance was completed post construction, Klimt Consulting LLC ensured all CDBG and Labor standards were met by ACCI.

FISCAL IMPACT/FINANCING

The project used funding from the CDBG and Arts in Public Places.

Below is the final cost breakdown for the project:

Project Expenditures	Amount
ACCI. Base Contract Amount	\$404,750.00
ACCI. CCOs	\$237,892.87
Klimt Consulting LLC	NTE \$10,000.00
Total Project Expenditures	\$652,642.87

Per the contract, 5% retention of the total construction contract amount of \$642,642.87 or \$32,132.14 was held back. This portion can be released for payment to the contractor

CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED BY ALFARO COMMUNICATIONS CONSTRUCTION INC. (ACCI) FOR THE PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT

April 17, 2018

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thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at this time.

LEGAL AND PROGRAM REQUIREMENTS

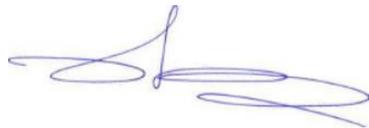
It is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the "Notice of Completion" with the County Recorder's Office for the project.

Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company, and make final payment of the 5% retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Notice of Completion
- B. Contract Change Orders
- C. Final Invoice

ATTACHMENT "A"

(NO FEE PURSUANT TO GOVT. CODE SECT. 6103)

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Huntington Park
3. The full address of the owner is: **6550 Miles Avenue, Huntington Park, CA 90255-4393**
4. The nature of the interest or estate is:

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on 12/7/17

(Date)

The work done was: **Pacific Boulevard Lighting and Beautification Project**

7. The name of the contractor, if any, for such work of improvement is:

Alfaro Communications Construction, Inc.

4/17/17

(If no Contractor for work of improvement, insert "none")

(Date of Contract)

8. The street address of said property is: **Pacific Boulevard Florence Ave. to Slauson Ave.**

9. The property on which said work of improvement was completed is in the city of Huntington Park County of Los Angeles, State of California, and is described as follows:

VERIFICATION

I, the undersigned, say:

I am **Daniel Hernandez, Director of Public Works**

(“President,” “Owner,” “Partner,” “Manager,” etc.)

of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on 4/3/18, at Huntington Park, California.

(Date of Signature)

(City Where Signed)

(Personal Signature of the Individual who is swearing that the contents of the Notice of Completion are true)

ATTACHMENT "B"

CHANGE ORDER

CEM-4900 (REV 05/2015)

Change Requested by: Engineer Contractor

CHANGE ORDER NO. <u>12-JD (8)</u>	SUPL. NUMBER	CONTRACT NUMBER 1667	CO-RTE-PM Pacific Blvd. Lighting & Beaut.	FEDERAL NUMBER(S)
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TO
Alfaro Communication Construction, Inc. , contractor
You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Re-striping of Pacific Blvd.

Estimated Cost: Increase Decrease \$ 75,451.64

For this order, the time of completion will be adjusted as follows: 15 Working Days

SUBMITTED BY

SIGNATURE 	(PRINT NAME AND TITLE) Jamal Deaifi, Estimator	DATE 11/10/17
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APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME AND TITLE) Daniel Hernandez, Public Works Director	DATE 11/13/17
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ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE) Nadeem Syed, P.E.	DATE 11/13/17
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We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE 	(PRINT NAME AND TITLE) Jamal DEAIFI / Estimator	DATE 11/13/17
--	--	------------------

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ATTACHMENT "C"

CONTRACTOR'S PAY REQUEST

Invoice Date:	12/08/17	Invoice No.:	final	Net Pay Amount:	\$ 32,132.14
Invoice Period:	10/03/17		12/08/17		

Project:	Pacific Blvd Lighting and Beautification Project,Phase II Improvements			City Project/Account ID No.:	-
Contractor:	Alfaro communications	Address:	620 S.Bradfield Avenue,Compton , CA 90221	Contractor Project ID No.:	-

Base Contract Amount	\$	404,750.00
Change Orders to Date	\$	237,892.87
Total Contract Amount to Date	\$	642,642.87
Amount Invoiced to Date	\$	642,642.87
Amount Invoiced Previously	\$	610,510.73
Current Invoice Amount		
Less Retention		5.00%

Net Amount to be Paid for this Invoice Period before any adjustments for Stop Notices and Penalties (see below) \$ 32,132.14

MINUS amount to be withheld for Stop Notices filed for this period (1.25% x stop notice amounts - Stop Notices Attached)	No.	Date of Notice	Reason for Withholding	Amount	Tot Withhold w/1.25%
				\$ -	\$ -
				\$ -	\$ -
PLUS amount to be released from previous Stop Notices for which monies were withheld but cleared by Contractor (Cleared Stop Notices attached)	No.	Date of Release	Reason for Release	Amount	Tot Released
				\$ -	\$ -
				\$ -	\$ -
MINUS amount to be withheld for other reasons or any penalties withheld by City (Labor compliance violations, LD, etc.)	No.	Date Withheld	Reason for Withholding	Amount	Tot Withheld
				\$ -	\$ -
				\$ -	\$ -
PLUS amount to be released which was withheld but now cleared for other reasons or any penalties withheld by City (Labor compliance violations, LD, etc.)	No.	Date of Release	Reason for Release	Amount	Tot Released
				\$ -	\$ -
				\$ -	\$ -

NET PAY AMOUNT TO BE ISSUED TO CONTRACTOR FOR THIS PAY PERIOD \$ 32,132.14

Quantities and Amounts agreed an accepted by Contractor

The Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	Name:	Hugo Alfaro
	Signature:	
	Date:	4/12/2018

Project Inspector Quantities checked and approved		Resident Engineer Reviewed and payment recommended		City Approval City Staff _____	
Name:		Name:		Name:	
Signature:		Signature:		Signature:	
Date:		Date:		Date:	
Federal/Labor Compliance Officer Compliance reviewed and approved		Project Manager Reviewed and payment recommended		City Approval Department Director	
Name:		Name:		Name:	
Signature:		Signature:		Signature:	
Date:		Date:		Date:	

INFO TO BE ENTERED BY CITY, RE, CM, CI, PM	INFO TO BE ENTERED BY CONTRACTOR	COMMON PROJECT INFO					
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CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 17, 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 May 1, 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

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

April 17, 2018

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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.**

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

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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

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

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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

**CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDMENT BUNDLE
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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		

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

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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, carport	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, carport , 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.**

**CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDMENT BUNDLE
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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	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	

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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.

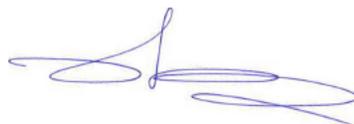
CONCLUSION

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

**CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDMENT BUNDLE
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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"/>	X
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"/>	X
ii)	Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
iii)	Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
iv)	Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

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

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?						X
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?						X
g)	Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?						X
h)	Expose people or structures to a significant risk of						X

IX. HYDROLOGY AND WATER QUALITY.

Would the project:

a)	Violate any water quality standards or waste discharge requirements?						X
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)?						X
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?						X
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?						X

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

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

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 Farm-land 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 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 <u>units</u> <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)*
	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, attached carport , gazebo	Rear	3
	Side	3
	Side (street)	Main building setback
Unenclosed/detached patio cover (within rear 1/3 of parcel)	Rear	1
	Side	1
	Side (street)	Main building setback
Air conditioning equipment, pool and spa equipment, and ground-based antennae	Rear	3
	Side	3 located in rear yard;
	Side (street)	Main building setback located in side yard. 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.



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 17, 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 AMENDING CHAPTER 5, SECTION 5-3.7 AND SECTION 5-3.8 OF THE DOWNTOWN SPECIFIC PLAN (DTSP) TO INCLUDE LANGUAGE ALLOWING FOR ADDITIONAL ROOF SIGNAGE AND THE ADOPTION OF AN ASSOCIATED NEGATIVE DECLARATION UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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. 2018-964, amending Chapter 5, Section 5-3.7 and Section 5-3.8 of the Downtown Huntington Park Specific Plan (DTSP) and adopting a Negative Declaration; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the May 1, 2018 City Council meeting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Planning Division received a request for Zone Ordinance Amendment that proposes to amend Chapter 5, Section 5-3.7 and Section 5-3.8 of the Downtown Huntington Park Specific Plan (DTSP) which proposes to allow for additional roof mounted signage on buildings with an existing architectural feature of a building. The application was submitted by the property owners, 6400 Pacific Limited Liability Company. The applicant is requesting additional signage on an existing architectural

CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING CHAPTER 5, SECTION 5-3.7 AND SECTION 5-3.8 OF THE DOWNTOWN SPECIFIC PLAN (DTSP) TO INCLUDE LANGUAGE ALLOWING FOR ADDITIONAL ROOF SIGNAGE AND THE ADOPTION OF AN ASSOCIATED NEGATIVE DECLARATION UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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feature located on their existing building. Per current code, only businesses fronting Pacific Boulevard are allowed to install signage on the existing feature.

According to the property owner, the proposed Zone Change will allow their prospective tenant, America's Best Contacts and Eyeglasses, additional signage opportunities currently not allowed per code.

It is worth noting that the applicant is also proposing an associated Sign Design Review application for the proposed roof mounted sign. The Sign Design Review application can be processed administratively; however, it is contingent upon the approval of the proposed Zone Ordinance Amendment.

Planning Commission Meeting

On March 21, 2018, the Planning Commission held a public hearing and considered Zoning Ordinance Case Number 2018-01 regarding proposed changes to development standards regulating roof mounted signage located in Chapter 5, Section 5-3.7 and Section 5-3.8 of the Downtown Huntington Park Specific Plan (DTSP).

After considering the proposed amendments, the Planning Commission recommended approval of the proposed changes to the City Council.

Zoning Ordinance Amendment

The Zoning Ordinance Amendment will amend section 5-3.7 of the DTSP. Specifically, section 5-3.7 pertains to Prohibited Signs. Currently, section 5-3.7 lists signs on roofs, including mansard-type roofs as prohibited. For the purposes of this report, all existing code text will be shown in normal font, all proposed text to be removed will be shown in ~~strike through~~ font, and all proposed text will be shown in **bold underline**. The proposed amendment will read as follows:

E. Signs on roofs, including mansard-type roofs, **except as identified in Chapter 5, section 5-3.8 of the Downtown Huntington Park Specific Plan.**

The Zoning Ordinance Amendment will also amend section 5-3.8 of the DTSP. Section 5-3.8 pertains to Signs for Legal Nonconforming Uses and Legal Nonconforming Signs. Roof signs are currently considered legal nonconforming, as they are listed as prohibited. The exception noted above will allow roof signs to be modified pursuant to standards listed under sections 5-3.8. The applicant has requested to allow for additional signage than is currently allowed by section 5-3.8. The proposed amendment will read as follows:

CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING CHAPTER 5, SECTION 5-3.7 AND SECTION 5-3.8 OF THE DOWNTOWN SPECIFIC PLAN (DTSP) TO INCLUDE LANGUAGE ALLOWING FOR ADDITIONAL ROOF SIGNAGE AND THE ADOPTION OF AN ASSOCIATED NEGATIVE DECLARATION UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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3. Nonconforming roof signs or pole signs which are not classified as contributing to the City historical database or not classified as historic and which do not retain the original copy but which were installed as part of the building's or structures original construction and are architecturally integrated into the building or structure can be considered for a change of copy subject to a Sign Design Review and the following development standards:

- a. Sign copy shall not exceed sixty-five percent (65%) of the structure's surface area;
- b. Sign copy shall not project beyond the structure's surface area;
- c. The sign shall consist of individual channel letters;
- d. Illumination shall be internal or external as approved by the Director of Community Development or Review Authority; and
- e. All other criteria shall be consistent with the sign guideline standards contained within this chapter.
- f. If it is a multi-tenant location, then ~~only one sign~~ **a maximum of 2 signs** per side of structure shall be permitted.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Zoning Ordinance Amendment Findings

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

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

All four findings can be made in support of the proposed ZOA. They are as follows:

- 1) The proposed amendment is consistent with the General Plan.

Finding: The proposed amendment allowing for additional roof mounted

CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING CHAPTER 5, SECTION 5-3.7 AND SECTION 5-3.8 OF THE DOWNTOWN SPECIFIC PLAN (DTSP) TO INCLUDE LANGUAGE ALLOWING FOR ADDITIONAL ROOF SIGNAGE AND THE ADOPTION OF AN ASSOCIATED NEGATIVE DECLARATION UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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signage on existing architectural features will be consistent with Goal 5.0; Policy 5.2 of the General Plan by encouraging non-local firms to locate in Huntington Park through streamlined permit approval processes. Non-local businesses, will be allowed to apply for roof mounted signage if it complies with all code provisions. The signage will help to identify the business presence in the City's Downtown. In addition, pursuant to Chapter 5, section 5-1 of the Downtown Huntington Park Specific Plan (DTSP), the purpose of the DTSP sign guidelines and standards is to provide high quality design and character of Downtown Huntington Park including accessory elements such as signs in order to ensure the compatibility with the overall downtown theme.

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

Finding: It is not anticipated that the proposed amendment to the Zoning Code will create an adverse impact to public health, welfare and safety because the overall goal of the proposed amendment is to allow for additional roof mounted signage that meet the DTSP sign guidelines and standards. The sign guidelines and standards also require high quality design and character of Downtown Huntington Park including accessory elements such as signs in order to ensure the compatibility with the overall downtown theme.

- 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 (ND) 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 this Code.

Finding: The proposed amendment is internally consistent with other applicable provisions of the Downtown Huntington Park Specific Plan (DTSP) as well as provisions of the Municipal Code in that the amendment will continue to allow for roof mounted signage only if it complies with the requirements stated in section 5.3-8 of the DTSP. The amendments, specifically, will allow for additional signage.

CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING CHAPTER 5, SECTION 5-3.7 AND SECTION 5-3.8 OF THE DOWNTOWN SPECIFIC PLAN (DTSP) TO INCLUDE LANGUAGE ALLOWING FOR ADDITIONAL ROOF SIGNAGE AND THE ADOPTION OF AN ASSOCIATED NEGATIVE DECLARATION UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

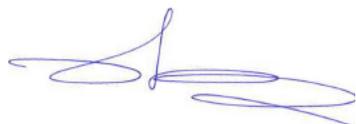
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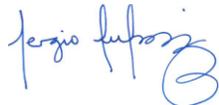
CONCLUSION

The proposed code amendment will be applicable to all structures with an existing architectural feature, such as a roof mounted “fin.” Structures with such features will be allowed to install signage on similar existing architectural features. The intent of the code amendment does not include construction of new architectural features in order to allow roof-mounted signs. The proposed changes will remain consistent with other sections of the DTSP as well as preserve the historical component of Pacific Boulevard.

Respectfully submitted,



RICARDO REYES
Interim City Manager



SERGIO INFANZON
Community Development Director

ATTACHMENT(S)

- A. Ordinance No. 2018-964
- B. PC Resolution No. 2018-01
- C. Negative Declaration

ATTACHMENT "A"

1 operative part hereof.

2 **SECTION 2:** Chapter 5, Section 5-3.7 of the Downtown Huntington Park Specific Plan hereby
3 amended to read as follows:

4 **5-3.7 PROHIBITED SIGNS**

5 The following signs are prohibited in all Districts:

- 6 A. Any sign not in compliance with the provisions of the City’s Sign Ordinance and the
7 Specific Plan or which were not in compliance with the laws and rules in effect at
8 the time of original construction or mounting (disregarding any rules making
9 reference to message content).
- 10 B. Abandoned signs and sign structures.
- 11 C. Bench signs, except at approved bus passenger loading areas.
- 12 D. Light bulb strings used as part of commercial advertising.
- 13 E. Signs on roofs, including mansard-type roofs, **except as identified in Chapter 5,**
14 **section 5-3.8 of the Downtown Huntington Park Specific Plan.**
- 15 F. Billboards, as defined within the City’s Sign Ordinance.
- 16 G. Portable signs, A-frame signs, or “human” signs, other than outdoor advertising
17 signs permitted by Section 4.16 - Outdoor Advertising.
- 18 H. Signs emitting audible sounds, odors, or visible matters.
- 19 I. Signs placed in a manner so that they interfere with the free use of any fire escape, exit
20 or standpipe, or obstruct any required ventilator, door, stairway or window.
- 21 J. Signs that obstruct traffic visibility or cause a hazardous distraction to motorists as
22 determined by the City Engineer, without consideration of copy or message displayed.
- 23 K. Painted wall signs and murals when not part of a comprehensive sign program and
24 where not located on permanent materials or building walls.
- 25 L. Styrofoam or similar nondurable material signs. Styrofoam core (or similar material)
26 individual channel letter signs may be approved by the Director of Community
27 Development if enclosed with a durable exterior finish and part of an integrated sign
28 design. A durable finish shall provide good weather resistance.
- 29 M. Can signs, cabinet signs, or internally illuminated box signs.
- 30 N. Painted or handmade signs on temporary material (paper, cardboard, etc).
- 31 O. Rotating, revolving, flashing, animated, blinking, gyrating or moving signs.
- 32 P. Signs on vehicles, trailers or other mobile devices when used exclusively or primarily
33 as advertising displays.
- 34 Q. Flags, pennants, streamers, spinners, festoons, windsocks, balloons or other inflatable
35 devices.
- 36 R. Freestanding pole signs.

1
2 **SECTION 3:** Chapter 5, Section 5-3.8 of the Downtown Huntington Park Specific Plan
3 hereby amended to read as follows:

4 5- 3.8 SIGNS FOR LEGAL NONCONFORMING USES AND LEGAL
5 NONCONFORMING SIGNS

- 6 A. Except as otherwise provided herein, nonconforming signs which are damaged by any
7 cause may be repaired if the cost of repair does not exceed 50% of the current replacement
8 value of the sign. Such repairs shall be limited to routine painting, repair and replacement
9 of electrical components; change of copy shall not be permitted. Notwithstanding this
10 provision, signs painted directly on the surface of a building or painted directly on a flat
11 surface affixed to a building may only be repainted to conform to all requirements of the
12 Specific Plan.
- 13 B. The copy or content of nonconforming roof signs or pole signs may not be altered. Such
14 signs shall be removed if ownership or use of the advertised building or business changes.
15 Except as follows:
- 16 1) Nonconforming roof signs and pole signs which were installed at the time of a
17 building's or structure's initial construction, and which have retained their original
18 copy and which are located on buildings or structures classified as contributing in the
19 City's historical database or which have been designated as historic signs may be
20 repaired or restored regardless of cost and may be retained regardless of change in
21 ownership; however the copy shall not be changed.
- 22 2) Signs that were installed at the time of a building's or structure's initial construction,
23 but were subsequently removed or altered, and such building or structure is classified
24 as contributing in the City's historic database, may be restored or replicated subject to
25 the provision of historical evidence of the original configuration of such sign which
26 meets the approval of the Director of Community Development or Review Authority.
27 Such renovation or replication, inclusive of change of copy as may be approved by the
28 Director of Community Development or Review Authority, shall not be required to
meet existing sign regulations as long as the resulting sign replicates the original one. If
the original sign copy is retained, the sign shall not be construed as additional signage,
but rather the preservation of original historic elements of a building or structure.
- 3) Nonconforming roof signs or pole signs which are not classified as contributing to the
City's historical database or not classified as historic and which do not retain the original
copy but which were installed as part of the building's or structures original construction
and are architecturally integrated into to the building or structure can be considered for a
change of copy subject to a Sign Design Review and the following development
standards:
- a. Sign copy shall not exceed sixty-five percent (65%) of the structure's surface area;
 - b. Sign copy shall not project beyond the structure's surface area;
 - c. The sign shall consist of individual channel letters;
 - d. Illumination shall be internal or external as approved by the Director of Community
Development or Review Authority; and

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- e. All other criteria shall be consistent with the sign guideline standards contained within this chapter.
- f. If it is a multi - tenant location, then ~~only one sign~~ **a maximum of 2 signs** per side of structure shall be permitted.

SECTION 4: Upon completion of the Environmental Assessment Initial Study, the City of Huntington Park has determined that the proposed Zoning Ordinance Amendment will not have a significant effect on the environment and has prepared a Negative Declaration. The Negative Declaration (ND) was prepared in accordance with the California Environmental Quality Act (CEQA), Article 1. Sec. 15000 et. seq.

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

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

SECTION 5: The City Council hereby incorporates by reference herein and adopts all of the findings and conclusions contained within the Planning Commission Resolution No. 2018-01.

SECTION 6: This Ordinance shall take effect thirty 30 days after it final passage by the City Council.

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SECTION 7: The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2018.

Jhonny Pineda, Mayor

ATTEST:

Donna Schwartz, City Clerk

ATTACHMENT "B"

1 **WHEREAS**, upon completion of the Environmental Assessment Initial Study, the City
2 of Huntington Park has determined that the proposed project will not have a significant effect
3 on the environment and has prepared a Negative Declaration for the project. The Negative
4 Declaration (ND) was prepared in accordance with the California Environmental Quality Act
5 (CEQA), Article 1. Sec. 15000 et. Seq.; and

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

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

11
12 **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**
13 **HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS**
14 **FOLLOWS:**

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

19 **SECTION 2.** The Planning Commission hereby makes the following findings in
20 connection with the proposed Zoning Ordinance Amendment:

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

22 **Finding:** The proposed amendment allowing for additional roof mounted signage on
23 existing architectural features will be consistent with Goal 5.0; Policy 5.2 of the General
24 Plan by encouraging non-local firms to locate in Huntington Park through streamlined
25 permit approval processes. Non-local businesses, will be allowed to apply for roof
26 mounted signage if it complies with all code provisions. The signage will help to identify
27 the business presence in the City's Downtown. In addition, pursuant to Chapter 5,
28 section 5-1 of the Downtown Huntington Park Specific Plan (DTSP), the purpose of the

1 DTSP sign guidelines and standards is to provide high quality design and character of
2 Downtown Huntington Park including accessory elements such as signs in order to
3 ensure the compatibility with the overall downtown theme.

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

6 **Finding:** It is not anticipated that the proposed amendment to the Zoning Code will
7 create an adverse impact to public health, welfare and safety because the overall goal
8 of the proposed amendment is to allow for additional roof mounted signage that meet
9 the DTSP sign guidelines and standards. The sign guidelines and standards also
10 require high quality design and character of Downtown Huntington Park including
11 accessory elements such as signs in order to ensure the compatibility with the overall
12 downtown theme.

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

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

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

22 **Finding:** The proposed amendment is internally consistent with other applicable
23 provisions of the Downtown Huntington Park Specific Plan (DTSP) as well as
24 provisions of the Municipal Code in that the amendment will continue to allow for roof
25 mounted signage only if it complies with the requirements stated in section 5.3-8 of the
26 DTSP. The amendments, specifically, will allow for additional signage.

27 **SECTION 3:** The Planning Commission hereby approves Resolution No. 2018-01,
28 recommending to the City Council approval of a Zoning Ordinance Amendment and a Sign

1 Design Review application.

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

4 //

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8 **PASSED, APPROVED, AND ADOPTED** this 21st day of March 2018 by the
9 **following vote:**

10 AYES:

11 NOES:

12 ABSENT:

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HUNTINGTON PARK PLANNING COMMISSION

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Chairperson

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19 ATTEST:

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Carlos Luis, Secretary

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ATTACHMENT "C"



Community Development Department

ORIGINAL FILED

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

MAR 01 2018
LOS ANGELES, COUNTY CLERK

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

PROJECT: Case No. 2018-01 Zoning Ordinance Amendment / Sign Design Review and Negative Declaration 2018-01

LOCATIONS: 1) Citywide – Downtown Huntington Park Specific Plan (DTSP) Zone – ZOA
2) 6400 Pacific Blvd. Huntington Park, CA 90255 – Sign Design Review

PROJECT DESCRIPTION: Case No. 2018-01 Zoning Ordinance Amendment (ZOA) / Sign Design Review (SDR) proposes to amend Chapter 5, section 5-3.7 and section 5-3.8 of the Downtown Huntington Park Specific Plan to include language allowing for additional roof signage located on an existing architectural building feature. In addition, the proposed project includes the installation of new signage on an existing architectural feature to an existing building.

APPLICANT: 6400 Pacific Limited Liability Company

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 March 1, 2018 and expires on March 20, 2018.

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. 2018-01 ZOA/SDR on **Wednesday, March 21, 2018**, 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: Carlos Luis, Senior Planner, 6550 Miles Avenue, Huntington Park, CA 90255, (323)584-6250, cluis@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. 2018-01 Zoning Ordinance Amendment / Sign Design Review and Negative Declaration No. 2018-01

LOCATIONS: 1) Citywide – Downtown Huntington Park Specific Plan (DTSP) Zone ZOA
2) 6400 Pacific Blvd. Huntington Park, CA 90255 - DP

PROJECT DESCRIPTION: Case No. 2018-01 Zoning Ordinance Amendment (ZOA) / Sign Design Review (SDR) proposes to amend Chapter 5, section 5-3.7 and section 5-3.8 of the Downtown Huntington Park Specific Plan (DTSP) to include language allowing for additional signage located on an existing architectural building feature. In addition, the proposed project includes the installation of new signage on an existing architectural feature to an existing building.

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**CITY OF HUNTINGTON PARK
ENVIRONMENTAL CHECKLIST FORM**

PROJECT TITLE: 2018-01 Zoning Ordinance Amendment / Sign Design Review and Negative Declaration No. 2018-01

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

**CONTACT PERSON
AND PHONE NUMBER:** Carlos Luis, Senior Planner
(323) 584-6250

PROJECT LOCATIONS: 1) Citywide: Downtown Huntington Park Specific Plan (DTSP) Zone - ZOA
2) 6400 Pacific Blvd. Huntington Park, CA 90255 - SDR

**PROJECT SPONSOR'S
NAME AND ADDRESS:** 6400 Pacific Limited Liability Company
201 S. Figueroa Street, Suite 300
Los Angeles, CA 90012

GENERAL PLAN DESIGNATION: The proposed text amendments pertain to the following Land Use Designation: "Downtown Huntington Park Specific Plan".

ZONING CLASSIFICATION: The proposed text amendments pertain to the following Zoning Classification: DTSP (Downtown Huntington Park Specific Plan).

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. 2018-01 Zoning Ordinance Amendment (ZOA) / Sign Design Review (SDR) amends Chapter 5, Section 5-3.7 and section 5-3.8 of the Downtown Huntington Park Specific Plan to include language allowing for additional roof signage when located on an existing architectural building feature. In addition, the project includes the installation of a new signage on an existing architectural feature to an existing building.

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

The proposed text amendments apply to the Downtown Huntington Park Specific Plan (DTSP) Zone and specifically impact property located at 6400 Pacific Boulevard.

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

None

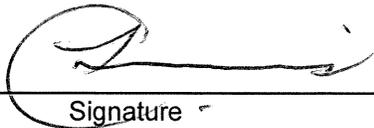
ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

Carlos Luis
Printed Name

March 1, 2018
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
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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 pollutants 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 means?	<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.

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

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.	<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?						X
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?						X
g)	Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?						X
h)	Expose people or structures to a significant risk of						X

IX. HYDROLOGY AND WATER QUALITY.

Would the project:

a)	Violate any water quality standards or waste discharge requirements?						X
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)?						X
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?						X
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?						X

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 checked="" type="checkbox"/>
f)	Otherwise substantially degrade water quality?	<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 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 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 checked="" type="checkbox"/>
j)	Inundation by seiche, tsunami, or mudflow?	<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 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 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 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 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 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 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 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 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 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 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 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 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 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, 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:	<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"/>

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 Farm-land 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 Zoning Ordinance Amendment and Sign Design Review will not propose any new physical development or grading and therefore, there is no opportunity to impact any agricultural resource. In addition all proposed construction will be limited to the installation of signage on an existing architectural feature on an existing building.

- 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 Zoning Ordinance Amendment and Sign Design Review will not propose any new physical development and therefore, there is no opportunity to affect the air quality. In addition all proposed construction will be limited to the installation of signage on an existing architectural feature on an existing building.

- 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 and Sign Design Review 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 text amendments and sign installation 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 and Sign Design Review do not propose any new physical development that could potentially affect cultural resources. All work will consist of installation of new signage on an existing architectural feature on an existing building. For these reasons, it is concluded that the proposed text amendments and sign installation 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 Amendment and the Sign Design Review will 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. All proposed work will consist of installation of new signage on an existing architectural feature on an existing building and will be subject to review and approval by the City's Building and Safety.

- 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 and Sign Design Review, 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 and Sign Design Review will not propose any new physical development that could potentially generate greenhouse gas emissions. For these reasons, it is concluded that the proposed text amendment and sign installation 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 Zoning Ordinance Amendment and Sign Design Review will 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 Amendment and Sign Design Review will 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 and sign installation.

- 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 Amendment and Sign Design Review will 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 Amendment and Sign Design Review will 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. In addition, all proposed work will consist of installation of new signage on an existing architectural feature on an existing building.

- 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 Amendment and Sign Design Review will 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. In addition, all proposed work will consist of installation of new signage on an existing architectural feature on an existing building.

- 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 Amendment and Sign Design Review will 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. In addition, all proposed work will consist of installation of new signage on an existing architectural feature on an existing building.

- 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 Amendment will not propose any new physical development and therefore, there is no opportunity to permanently or temporarily increase noise levels. In addition, all proposed work consist of installation of new signage on an existing architectural feature on an existing building.

- 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 Amendment will 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 Amendment and Sign Design Review will 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 Amendment and Sign Design Review at property located at 6400 Pacific Blvd, which is located within the Downtown Huntington Park Specific Plan zone are being considered along with the proposed text amendments. No displacement of housing or persons is anticipated. 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 and Sign Design Review will 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 Amendment and Sign Design Review will 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 Amendment and Sign Design Review will 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 Amendment and Sign Design Review will 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 Amendment and Sign Design Review will 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 and Sign Design Review will 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 Amendment and Sign Design Review will 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 Amendment amends Chapter 5, section 5-3.7 and 5-3.8 of the Downtown Huntington Park Specific Plan to include language

allowing for additional roof signage located on an existing architectural building feature. The installation of new signage is also proposed to the existing building at property located at 6400 Pacific Blvd. are being considered along with the proposed text amendments. 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