



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



February 9, 2006

James E. Hartl AICP
Director of Planning

TO: Mayor Michael D. Antonovich
Supervisor Gloria Molina
Supervisor Yvonne B. Burke
Supervisor Zev Yaroslavsky
Supervisor Don Knabe

FROM: James E. Hartl, AICP
Director of Planning

**SUBJECT: REPORT TO REVIEW ORDINANCE NO. 2000-0068
REQUIRING SUBDIVIDERS TO PLANT ONE TREE WITHIN THE
FRONT YARD OF EACH LOT IN NEW SUBDIVISIONS**

As requested by your honorable Board of Supervisors at its January 10, 2006 meeting, the Los Angeles County Departments of Public Works ("Public Works") and Regional Planning ("Regional Planning") have reviewed their implementation of Ordinance No. 2000-0068 ("ordinance"), adopted on November 21, 2000, requiring that one tree be planted within the front yard of each lot as a condition of approval for all new residential subdivisions. The following is a joint summary response by Regional Planning and Public Works.

Currently, Regional Planning conditions this requirement on all new residential subdivisions in accordance with the ordinance, found in Section 21.32.195 of the Los Angeles County Code. A minimum of one tree is required within the front yard of every residential lot. Per policy, Regional Planning staff has been recommending additional trees within multi-family lots where only one tree would be required, to meet the intent of the ordinance. Prior to recordation of the final map, Regional Planning requires evidence from the subdivider, typically provided in the form of posted improvement bond(s), to ensure that the front yard trees will be planted. Public Works assists Regional Planning by holding the improvement bond(s) associated with these improvements.

Inspection of the planting of front yard trees is initiated when release of the improvement bond(s) is requested by the subdivider. Regional Planning staff reviews submitted verification before conducting a site visit to ensure that the trees are in place. Regional Planning then notifies Public Works that the improvements have been completed and that the front yard tree bond(s) may be released.

Coordination between Regional Planning and Public Works appears to work effectively in ensuring planting of the required front yard trees. Subdivisions are not permitted to record without the posting of bonds (or proof of the physical planting of trees), and

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bonds for the front yard trees are not released without field verification by Regional Planning staff. Regional Planning may consider modifying the procedure to withhold release of the improvement bond(s) for one year after planting to greater ensure that the front yard trees are maintained in a healthy condition. This is consistent with Public Works' procedure for ensuring the planting and maintenance of street trees. After the one-year time period, maintenance of the front yard tree would become the responsibility of the property owner; no County Code provisions currently exist to enforce the keeping of the front yard tree. Public Works recommends that if this procedure is modified, the language of Subdivision Multiple Agreement ("Agreement") for front yard trees should be revised to reflect existing similar language for the street trees, as found in Section 8, Page 4 of the Agreement (see attachment).

Regional Planning and Public Works continue to strive to make the development process clearer and more efficient for developers and the public. As part of the ongoing efforts of the Land Development Task Force, formed by your Board, Regional Planning and Public Works are working with the Los Angeles County Departments of Fire, Parks and Recreation, and Health Services to enhance and improve enforcement of project conditions of approval. The efficient and timely enforcement of the planting of front yard trees will be one of many conditions the County Departments will be reviewing.

As a side note, your Board should be advised that due to the length of time from subdivision approval to construction of a project, there may exist a perception that developments are not providing the required front yard trees discussed herein. Subdivisions that were approved prior to the effective date of the ordinance, but under construction today, would not have been conditioned to provide front yard trees. As projects approved after the effective date of the ordinance, and under construction in the future will be subject to these requirements, more and more projects throughout the County will be constructed with front yard trees in place.

Should you have any questions or concerns, please feel free to contact myself or Paul McCarthy of our Land Divisions Section at (213) 974-6433. Our office hours are Monday through Thursday, 7:30 a.m. to 6 p.m. We are closed on Fridays.

JEH:FM:PMC:st

Attachment

c: Chief Administrative Officer
County Counsel
Executive Officer
Director, Department of Public Works

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS
MULTIPLE AGREEMENT

For Tract No./Parcel Map No. _____

THIS AGREEMENT, made and entered into on _____, 20____, by and between the COUNTY OF LOS ANGELES and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), State of California, acting by and through the Director of Public Works, hereinafter collectively called the COUNTY, and _____

(Name)

(Address)

hereinafter called the SUBDIVIDER.

WITNESSETH:

This Agreement is entered into between the parties pursuant to Title 7, Division 2 of the Government Code ("The Subdivision Map Act"), together with Title 16, Division 1 ("The Highway Permit Ordinance"), and Title 21, Division 1 ("The Subdivision Ordinance") of the Los Angeles County Code.

Whereas the SUBDIVIDER wishes to file with the COUNTY a final map or parcel map pursuant to all applicable State and County requirements, and will, by the filing of such map or other instrument, dedicate or offer for public use easements for certain roads, streets, highways, alleys, sanitary sewers, storm drains or other purposes to the COUNTY, needed for the public benefit and the general use of the lot owners in the subdivision;

Whereas the COUNTY, before acceptance of any easement offered for dedication on the final map or parcel map, including easements for roads, streets, highways, alleys, sanitary sewers, and storm drains, desires to insure that all improvements proposed to be constructed within said easements meet and comply with standards and plans previously approved and implemented by the COUNTY;

Whereas the COUNTY, before approving any road, street, highway, alley, sanitary sewer, storm drain or other improvements as complete and accepting such improvements for maintenance, desires to insure that all such improvements are constructed according to standards and plans previously approved and implemented by the COUNTY;

FIRST: The SUBDIVIDER for and in consideration of the approval of the final map of that certain land division known as Tract No./Parcel Map No. _____ hereby agrees, at the SUBDIVIDER'S own cost and expense, to furnish all labor, materials and equipment necessary to perform and complete, and within twenty-four (24) months from the date of filing of said map, or such extensions as the COUNTY approves, to perform and complete in a good and workmanlike manner, the following improvement(s) and/or work indicated below, to wit:

- [] A 5-foot CHAIN LINK FENCE per latest revision of Standard Plans for Public Works Construction No. 600 at the rear and/or side of lots/parcels _____ (inclusive) adjacent to _____ The estimated cost of this work is the sum of _____ dollars (\$ _____).

- [] A COMBINATION MASONRY WALL AND CHAIN LINK FENCE per latest revision of standard Plans for Public Works Construction No. 621-1 at the rear and/or side of lots/parcel _____ (inclusive) adjacent to _____
The estimated cost of this work is the sum of _____
dollars (\$ _____).
- [] A 5-foot MASONRY WALL per the latest revision of Standard Plans for Public Works Construction No. 601-1 at the rear and/or side of lots/parcels _____
_____ (inclusive) adjacent to _____
_____. The estimated cost of this work is the sum of _____
dollars
(\$ _____).
- [] CORRECTIVE GEOLOGIC IMPROVEMENTS. Said work shall be done under the provisions of Title 26 of the Los Angeles County Code. The estimated cost of this work is the sum of _____
_____ dollars (\$ _____).
- [] SANITARY SEWERS and appurtenances thereto, under Private Contract (PC) No. _____, in streets and/or rights of way. The estimated cost of this work is the sum of _____
_____ dollars
(\$ _____).
- [] STORM DRAINS and appurtenances thereto, under Private Drain (PD) No. _____, in streets and/or rights of way. The estimated cost of this work is the sum of _____
_____ dollars
(\$ _____).
- [] Setting of SURVEY MONUMENTS AND TIE POINTS and furnishing to the Director of Public Works or other designated County official tie notes for said points, according to the provisions of Title 21 of the Los Angeles County Code regulating division and mapping of land, and paying the surveyor or engineer of record or his authorized substitute for the work performed by him and notice subdivider and Director of Public Works or other designated County official when monuments have been set as provided for in Division 2, Chapter 4, Article 9 of Title 7 of the Government Code (the Subdivision Map Act). The estimated cost of this work is the sum of _____
_____ dollars
(\$ _____).
- [] WATER SYSTEM FACILITIES including pump stations, water tanks, water mains, water wells, fire hydrants, and all other appurtenances thereto, in dedicated public streets, private streets and easements, in accordance with plans and specifications on file in the office of the Director of Public Works. The estimated cost of this work is the sum of _____
_____ dollars
(\$ _____).
- [] ROAD IMPROVEMENTS in accordance with the approved road plans for said land division on file in the office of the Director of Public Works. The estimated cost of this work and improvements is the sum of _____
_____ dollars
(\$ _____).

[] STREET TREE IMPROVEMENTS in accordance with the approved road plans for said land division on file in the office of the Director of Public Works. The estimated cost of this work and improvements is the sum of _____

_____ dollars
(\$ _____).

[] _____ The estimated cost of this work is the sum of _____

_____ dollars
(\$ _____).

[] _____ The estimated cost of this work is the sum of _____

_____ dollars
(\$ _____).

The above-mentioned improvement(s) are to be constructed within and without the boundaries of said land division according to the approved plans and/or applicable Standard Specifications for Public Works Construction, as amended, which are hereby made a part of this agreement, on file in the office of the Director of Public Works and/or other County officials as applicable and hereby made a part of this contract as though fully set forth herein. That said work shall be done under the inspection of, and to the satisfaction of, the Director of Public Works and/or other County official as applicable, and shall not be deemed completed until all inspection fees are paid and the work and improvements are approved or approved and accepted for maintenance by the COUNTY as follows:

1. Fences and walls, as required by the Department of Regional Planning, when fully constructed according to standard plans. The COUNTY will not assume maintenance responsibility for these improvements.
2. Corrective geologic improvements when fully constructed according to the plans and geotechnical reports on file with the COUNTY. The COUNTY will not assume maintenance responsibility for these improvements.
3. Sanitary sewers when fully constructed according to PC No. _____ on file with the COUNTY. The acceptance for maintenance shall be effective on the date of the letter to the SUBDIVIDER giving notice of the release of the improvement security for the work, unless another date is specified in the letter.
4. Storm drains when fully constructed according to PD. No. _____ on file with the COUNTY. The acceptance for maintenance can only be approved by the Board of Supervisors. The acceptance for maintenance shall be effective on the date of the Board of Supervisors' action. The improvement security shall be released after the Board has acted to accept the storm drain(s).
5. Survey monuments when set according to the final tract map or final parcel map on file with the COUNTY and all tie points are submitted to the COUNTY. The improvement security shall be released after the COUNTY has inspected the monuments and indexed the tie notes.
6. Water system facilities when fully constructed according to plans on file with the COUNTY. The acceptance for maintenance by the private water utility or a County Waterworks District, as appropriate, shall be effective on the date of the letter to the SUBDIVIDER giving notice of the release of the improvement security for the work, unless another date is specified in the letter.

7. Road improvements when fully constructed according to plans on file with the COUNTY. Road improvements within dedicated public rights of way will be accepted for maintenance by the COUNTY. Private and future streets will not be accepted into the County roadway system for maintenance. The acceptance for maintenance of road improvements shall be effective on the date of the letter to the SUBDIVIDER giving notice of the release of the improvement security for the work, unless another date is specified in the letter. In the interest of public safety or necessity, the Director of Public Works may, at his or her sole discretion, accept for maintenance partial improvements completed under the inspection of and deemed satisfactory to the Director, or other designated County official. The acceptance for maintenance of partial improvements shall be effective on the date of the letter to the SUBDIVIDER indicating that the COUNTY will maintain these improvements.
8. Street tree improvements when fully constructed according to plans on file with the COUNTY. Street trees within dedicated public rights of way will be accepted for maintenance by the COUNTY. The COUNTY will not assume maintenance responsibility for trees on private and future streets. The acceptance for maintenance of street tree improvements shall be effective on the date of the letter to the SUBDIVIDER giving notice of the release of the improvement security for the work, unless another date is specified in the letter. The improvement security for the street trees will be released one year after the initial inspection if the trees are reinspected at that time and found to be healthy and the road improvements have been accepted as complete.

Furthermore, the SUBDIVIDER shall maintain these improvements until accepted by the COUNTY. Such maintenance includes, but is not limited to, graffiti removal, debris removal, brush/weed removal, rodent control, and concrete/asphalt and fence repairs.

SECOND: That the COUNTY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring within the easements offered or dedicated for improvements or to the improvements specified in this agreement prior to the completion, approval, and acceptance for maintenance of same. Nor shall the COUNTY, nor any officer or employee thereof, be liable or responsible to persons or property damaged or injured by reason of said improvements or by reason of the acts, omissions or services of the SUBDIVIDER, its agents or employees, in performance of the construction of said improvements prior to acceptance of said improvements by the COUNTY. All of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the acts, omissions or services of the SUBDIVIDER, its agents or employees hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with the acts, omissions or services by any person pursuant to this agreement, or arising out of the use of any patent or patented article in the construction of said improvements. For purposes of this paragraph, any work performed by the COUNTY, its agents or employees, under authority of Chapters 16.06 and/or 16.10 of Title 16 of the Los Angeles County Code, or under authority granted to the COUNTY by Government Code Section 831.3, where such work by the COUNTY has been initiated as a result of the failure of SUBDIVIDER to comply with any specification or requirement, or by failure of the SUBDIVIDER to complete any work contemplated by this Agreement, such work by the COUNTY shall be deemed to have arisen out of and from the acts, omissions or services of the SUBDIVIDER, and for which the SUBDIVIDER agrees to indemnify, defend, and save harmless the COUNTY.

THIRD: The SUBDIVIDER hereby grants to the COUNTY, the Surety upon any Bond, the financial institution of any improvement security, and to the agents, employees, and contractor of them the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvement. The permission shall terminate in the event that the SUBDIVIDER, financial institution, or the Surety has completed the work within the time specified or any extension thereof granted by the Director of Public Works or other designated County official.

FOURTH: The SUBDIVIDER will at all times, from the approval of said land division to the completion of said work or improvement and acceptance for maintenance by the COUNTY as provided in the first paragraph above by the COUNTY, give good and adequate warning of each and every dangerous condition caused by the construction of said improvements and will protect the traveling public therefrom.

FIFTH: It is further agreed that the SUBDIVIDER shall have such control of the ground/area reserved for the installation of such work, and the streets in which they are to be placed, as is necessary to allow him/her to carry out this Agreement.

SIXTH: The SUBDIVIDER hereby agrees to pay for the inspection of such work and improvements as may be required by the Director of Public Works or other designated County official prior to the acceptance of said improvements by the COUNTY.

SEVENTH: The SUBDIVIDER shall give notice to the Director of Public Works or other designated County official at least 24 hours before beginning any work or improvements contemplated by this Agreement and shall furnish said Director of Public Works all reasonable facilities for obtaining full information respecting the progress and manner of work.

EIGHTH: The SUBDIVIDER agrees to grant to the COUNTY such easements and/or fee rights as are necessary for the upkeep and maintenance by the COUNTY of the improvements agreed to be constructed herein.

NINTH: The SUBDIVIDER shall perform any changes or alterations necessitated by field conditions and based on applicable standard specifications in the construction and installation of such improvements required by the COUNTY, provided that all such changes or alterations do not exceed ten percent of the original total estimated cost of such improvements. Said cost is to be borne by the SUBDIVIDER.

TENTH: The SUBDIVIDER shall guarantee such improvements for a period of one year following acceptance for maintenance by the COUNTY against any defective work or labor done or defective materials in the performance of this agreement by the SUBDIVIDER.

ELEVENTH: The SUBDIVIDER hereby agrees that all work on any County Highway, which existed prior to the filing of said map, shall be completed in accordance with the terms and provisions of Title 16, Division 1, of the Los Angeles County Code (Highway Permits). Said Code requires, in part, that once work is commenced, it shall be prosecuted in a diligent and workmanlike manner to completion. If the COUNTY determines that the SUBDIVIDER has failed to perform as therein specified, the COUNTY reserves the right to exclude the SUBDIVIDER from the site and complete the work contemplated by COUNTY forces or by separate contract. The SUBDIVIDER further agrees to reimburse the COUNTY for all charges accruing as a result of such construction by COUNTY forces or separate contract.

TWELFTH: It is further agreed that the SUBDIVIDER has filed with the COUNTY, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work and improvements, as above specified, for the faithful performance of the terms and conditions and guarantees of this Agreement and has also deposited with the COUNTY a good and sufficient payment security for labor and materials in the amount prescribed by law to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code. If said improvement security or payment security becomes insufficient in the Opinion of the COUNTY, the SUBDIVIDER agrees to renew said improvement security and/or payment security with good and sufficient improvement security and/or payment security within ten days after receiving demand therefor.

THIRTEENTH: If the SUBDIVIDER neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the time specified, or within such extensions of said time as have been granted by the Director of Public Works, or if the SUBDIVIDER violates or neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, or if the SUBDIVIDER neglects, refuses or fails to pay the inspection fees for the work and improvements, he shall be in default of this Agreement and notice in writing of such default shall be served upon him and upon any Surety or financial institution in connection with this Contract. The Director of Public Works, or other designated County official, shall have the power to terminate all rights of the SUBDIVIDER in such contract, but said termination shall not

affect or terminate any of the rights of the COUNTY as against the SUBDIVIDER, financial institution, or Surety then existing or which thereafter accrue because of such default. The determination by the Director of Public Works or other designated County official of the question as to whether any of the terms of the Contract or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the SUBDIVIDER, his surety, and any and all other parties who may have any interest in the Contract or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the COUNTY under law.

FOURTEENTH: In the event legal action is brought upon this Contract, the SUBDIVIDER hereby agrees to pay to the COUNTY reasonable attorney's fees and costs incurred in prosecuting such action, until such time as the COUNTY accepts the work and improvements completed pursuant to this Agreement.

FIFTEENTH: It is further agreed by and between the parties hereto, including the Surety or Sureties on any Bond attached to this contract or the financial institution guaranteeing the improvement security and payment security, that in the event it is deemed necessary by the COUNTY to extend the time of completion of the work contemplated to be done under this Contract, said extension may be granted by the Director of Public Works or other designated County official either at his/her own option or upon request of the SUBDIVIDER, and shall in no way affect the validity of this contract or release the Surety or Sureties on any Bond attached hereto or the financial institution guaranteeing the improvement security and payment security. SUBDIVIDER further agrees to maintain said improvement security and payment security in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein. The Director of Public Works or other designated County official may condition any extension of time upon the provision of additional good and sufficient improvement security and payment security if the Director of Public Works or other designated County official determines, in his/her sole discretion, that the existing security is insufficient to guarantee the costs of completing the work and improvements.

SIXTEENTH: It is further agreed by and between the parties hereto that this contract firmly binds the parties, their heirs, executors, administrators, successors or assignees, jointly and severally. The SUBDIVIDER shall immediately notify the Director of Public Works or other designated County official of any change in ownership or other event which alters the responsibility for completing the work and improvements.

IN WITNESS thereby, SUBDIVIDER has affixed his name and seal.

(Seal)

By _____

By _____

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgments/jurats.)

Approved as to form

COUNTY COUNSEL

Accepted on behalf of the
County of Los Angeles by the
DIRECTOR OF PUBLIC WORKS

By _____
Deputy

By _____
Deputy

Date _____