NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, March 03, 2015
3:30 PM

HEARING(S)

3:35 P.M. - PUBLIC HEARING - TO CONSIDER A PROPOSED ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR ACQUISTION AND REHABILITATION OF ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR - 425 S. OLEANDER STREET (Item #5)

3:45 P.M. - PUBLIC HEARING - GENERAL PLAN AMENDMENT CASE NO. 2013-002/NEGATIVE DECLARATION NO. 932 - (1940 N. Bullis Road) - (Item #6)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE RECOGNITION - Sheriff's Explorer
   (Councilperson Isaac Galvan)

2. CERTIFICATE RECOGNITION - February 2015 Business of the Month
   (Councilperson Isaac Galvan)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

3. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 2-30 TO ESTABLISH A PUBLIC WORKS COMMISSION **(Second Reading)**

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAPPY SOFTWARE, INC. FOR SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR SOFTWARE MODULES ($9,165)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING NEGATIVE DECLARATION NO. 932 AND AMENDING THE LAND USE ELEMENT AND LAND USE POLICY MAP OF THE GENERAL PLAN (AMENDMENT CASE NO. 2013-002) TO CHANGE THE DESIGNATION OF PROPERTY LOCATED AT 1940 NORTH BULLIS ROAD, COMPTON FROM LOW DENSITY RESIDENTIAL (LDR) TO GENERAL COMMERCIAL (GC)

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT TO AUTHORIZE THE CONTRIBUTION OF ANNUAL FUNDING FROM EACH MEMBER CITY FOR THE OPERATION OF THE AUTHORITY AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $25,000

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR TRAFFIC MANAGEMENT INC. TO PROVIDE TRAFFIC MANAGEMENT FOR CAMERA INSTALLATION AS PART OF THE CITY-WIDE CAMERA SURVEILLANCE SYSTEM PROJECT ($14,000)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN CITY-OWNED PROPERTY LOCATED AT 950 WEST ALONDRA BOULEVARD, COMPTON

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF UNDERSTANDING (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721, MAINTENANCE AND TRADES UNIT, FOR FISCAL YEARS 2015 - 2016

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF UNDERSTANDING (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721, PUBLIC SAFETY AUXILIARY, AFL-CIO FOR FISCAL YEARS 2015 - 2016

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE "STRONG CITIES, STRONG COMMUNITIES PROGRAM" AND AUTHORIZING THE PAYMENT OF THE CITY'S ESTIMATED COST SHARE FOR THE ASSISTANCE ($63,714)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, March 10, 2015 @ 5:45 PM.

Visit our website at http://www.comptoncity.org

View Meetings Live at mms://livemedia.comptoncity.org:8080

March 3, 2015

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER'S OFFICE**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 2-30 TO ESTABLISH A PUBLIC WORKS COMMISSION**

SUMMARY:

Councilperson Yvonne Arceneaux has requested that an ordinance be brought forth for City Council consideration that will establish a "Public Works Commission" for the City of Compton, charged as an advisory body with the responsibility of reviewing and providing comment on public works-related issues; such as, capital improvement projects and programs, public utility matters, waste management and hazardous disposal, traffic safety and transportation matters.

BACKGROUND:

Pursuant to the Section 1000 of the City of Compton Charter, the City Council is authorized to create by ordinance such advisory boards or commissions as in its judgment are required and may grant to them such powers and duties as are consistent with the provisions of the Charter. The City Council acknowledges the importance of establishing a Public Works Commission to address such issues related to the public works needs and requirements of the City. This Commission would also be the proper body for the public to present any issues or concerns relating to active or future public works projects by the City.

STATEMENT OF ISSUE:

The Public Works Commission shall consist of five (5) members appointed by the City Council and each member of the City Council shall appoint one (1) member to a four (4) year term of office. The voting members of the Commission shall be residents of the City of Compton and shall not be officers or employees of the City. No member of the Commission may have any interest in any contract with the City either during such member's term of office or for a period of one (1) year after the termination of such membership.

All members shall have an expressed interest in and knowledge of public works projects, methods and procedures. The City shall make a concerted effort to recruit at

least one (1) registered civil engineer with an active license, and professionals with expertise in other areas such as traffic engineering, structural engineering, architecture, landscape architecture, contracting or construction, construction law, or construction management and inspection.

The responsibilities of the Public Works Commission shall be to review and provide comment on public works related issues such as capital improvement projects and programs, public utility matters, waste management and hazardous disposal, traffic safety and transportation matters, and perform other related duties as directed by the City Council. The Public Works Commission shall act as an advisory body and may discharge its responsibilities in the manner and means selected by it, subject to the limitations provided for by this ordinance.

FISCAL IMPACT:

The members of the Public Works Commission shall receive a stipend of one hundred fifty dollars ($150.00) for each meeting in attendance. No additional compensation shall be paid for expenses incurred by the members of the Commission in the performance of their duties, unless otherwise authorized by the City Council.

RECOMMENDATION:

Staff makes no recommendations. Council has discretion to choose whether or not to adopt the attached Ordinance which will amend Chapter II of the Compton Municipal Code to add Section 2-30 establishing a Public Works Commission.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 2-30 TO ESTABLISH A PUBLIC WORKS COMMISSION

WHEREAS, pursuant to Section 1000 of the City Charter, the City Council is authorized to create by ordinance such advisory boards or commissions as in its judgment are required and may grant to them such powers and duties as are consistent with the provisions of the Charter; and

WHEREAS, the City Council acknowledges the importance of establishing a Public Works Commission to address such issues related to the public works needs and requirements of the City; and

WHEREAS, this Commission would be the proper body for the public to present any issues or concerns relating to active or future public works projects by the City; and

WHEREAS, the responsibilities of the Public Works Commission shall be to review and provide comment on public works related issues such as capital improvement projects and programs, public utility matters, waste management and hazardous disposal, traffic safety and transportation matters, and perform other related duties as directed by the City Council; and

WHEREAS, the Public Works Commission shall act as an advisory body and may discharge its responsibilities in the manner and means selected by it, subject to the limitations provided for by this ordinance and other applicable City rules, regulations and laws.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. That Chapter II of the Compton Municipal Code is hereby amended to add Section 2-30 and shall read as follows:

2-30 PUBLIC WORKS COMMISSION

2-30.1 Created. There is hereby created and established a Public Works Commission in and for the City of Compton which shall be known and referred to, among other things, as the "Public Works Commission of the City of Compton" or as the "Public Works Commission." The authority to create and establish a Public Works Commission is pursuant to Section 1000 of the City of Compton Charter.

2-30.2 Membership and Commission Composition.

a. The Public Works Commission shall consist of five (5) members to be appointed by the City Council and be subject to removal in accordance with the provisions of Section 1002 of the Compton City Charter. Each member of the City Council shall appoint one (1) member of the Public Works Commission to a term of four (4) years and until their respective successors are appointed and qualified.

b. The members of the Commission shall be residents of the City of Compton and shall not be officers or employees of the City. No member of the Commission may have any interest in any contract with the City either during such member's term of office or for a period of one (1) year after the cessation of such service.

c. All members shall have an expressed interest in and knowledge of public works projects, methods and procedures. The City shall make a concerted effort to recruit at least one (1) registered civil engineer with an active license, and professionals with expertise in other areas such as traffic engineering, structural

engineering, architecture, landscape architecture, contracting or construction, construction law, or construction management and inspection.

2-30.3 Vacancies. Any vacancies on the Commission, from whatever cause arising, shall be filled by appointment by the Councilmember of the Council District that made the appointment to the vacant Commission position for the remainder of the unexpired term.

2-30.4 Meetings; Elections.

a. The Public Works Commission shall schedule regular meetings on a quarterly basis, at such time and dates as designated in the rules and regulations adopted by the Commission to govern procedures of the Commission. The meeting shall be held at such location designated by the City Manager. Special meetings may be held on the call of the Chairperson or any three (3) members of the Commission. All meetings shall comply with State laws governing open and public meetings.

b. At the first meeting of each fiscal year, the Commission shall elect a Chair and Vice-Chair from among the appointed members for a term of one (1) year. The Commission may also create and fill other offices from among the members as they deem necessary and in accordance with the rules and regulations adopted by the Commission.

2-30.5 Compensation. The members of the Public Works Commission shall receive a stipend of one hundred fifty dollars ($150.00) for each meeting in attendance. No additional compensation shall be paid for expenses incurred by the members of the Commission in the performance of their duties, except that the City Council may from time to time authorize in advance, expenditures for attendance at seminars, institutes, or other meetings which the City Council finds to be beneficial to the Commissioners in the performance of their duties, and in accordance with the City's "Expense and Reimbursement Policy."

2-30.6. Duties of the Public Works Commission. The Public Works Commission shall act as an advisory commission to the City Council and perform the following duties:

a. To provide annual review and comment on public works capital improvement projects and programs;

b. To receive regular updates on active capital improvement projects;

c. To review and provide input on long-term infrastructure maintenance and repair programs;

d. To review and comment upon the following:

1. Public utility matters, including electric, telephone and gas companies' community service levels;

2. Waste management, recycling programs and hazardous waste disposal; and

3. Traffic safety and transportation matters (e.g. stop signs, traffic signals, speed limits, crosswalks, bicycle routes, parking control, bus and truck routes, etc.).

e. At the request of the City Council, to recommend policies and programs to the City Council for efficient and cost-effective methods for providing for the public works needs and requirements of the City;

f. To perform other related duties or studies as directed by the City

Council.

2-30.7 Limitations. The Public Works Commission may discharge its duties in the manner and means selected by it, except as follows:

a. Unless expressly authorized to do so by the City Council, it shall not represent itself to be, nor in any way act for or on behalf of the City Council, nor shall it commit the officers, employees, or staff of the City in any manner or to any course of action. To the contrary, it shall act as a study center and clearinghouse for advisory action to the City Council;

b. It shall not encroach upon any area preempted by state or federal law; and

c. It shall forward all of its findings and recommendations to the City Council prior to public release.

2-30.8 Advisory Members. The City Manager or his/her designee, the Director of the Public Works/Municipal Utilities Department or his/her designee and any other member(s) of the City's personnel that the City Manager deems appropriate, shall be non-voting advisory members to the Commission.

Section 2. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by an reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller, and Public Works/Municipal Utilities Department.

Section 4. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this ____ day of _____, 2015.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ___ day of _____, 2015.

That said Ordinance was adopted by the following vote, to wit:

AYES: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 2-30 TO ESTABLISH A PUBLIC WORKS COMMISSION (First Reading)**

Ruth Rugley — **2/10/2015 6:55:50 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **2/17/2015 9:56:02 AM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **2/12/2015 3:04:41 PM**
CITY CONTROLLER — DATE

Johnny Ford — **2/12/2015 1:42:00 PM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 3, 2015

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **DELMONSHA GREEN, DIRECTOR**
COMPTON LOCAL HOUSING AUTHORITY

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAPPY SOFTWARE, INC. FOR SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR SOFTWARE MODULES ($9,165)**

SUMMARY

This request is for authorization to issue a purchase order to HAPPY Software, Inc. for payment of the Software Use License for the “Happy Pro” and "HAPCheck” software programs and support and maintenance services for the Compton Local Housing Authority (“Housing Authority” or “LHA”) for the period of February 1, 2015 through January 31, 2016.

BACKGROUND

HAPPY Software has been utilized by the Housing Authority since January 2004. Even though there is other software in the housing industry, a polling of other Public Housing Authority’s (“PHA”) reveals that HAPPY Software is the most common and desirable. Reliable software is the single most important factor in managing tenant data, inspections and daily responsibilities at the Housing Authority. The Housing staff is very knowledgeable of the system.

STATEMENT OF THE ISSUE

Continued use of HAPPY software and support ensures that the Housing Authority software will be current with ever-changing regulations, entitles the agency to technical support, feature updates and software enhancements and assistance when needed. This software manages the day-to-day operation of the Housing Authority and is approved by the Housing and Urban Development (“HUD”). It is also used to upload valuable information to HUD and other divisions within HUD.

The software allows the Housing Authority to input and maintain important data required by HUD to operate a PHA, such as:

Waiting List – makes it easy to manage one or more multiple preferenced waiting lists and generate ready-to-mail applicants, letters and forms. The Waiting List component manages both active and inactive lists and includes full statistical reporting.

Occupancy – streamline the Specialists everyday tasks. It offers automated wizards for performing HUD actions. Specialists can enter required 50058 data, efficiently manage their caseloads, and print all required documentation.

Letters and Forms – print more than 70 forms filled-out and create custom packets. It also creates Spanish language forms with automatic language substitution.

Rent Reasonableness – gives agencies a fast and consistent way to instantly find the most comparable units, without complicated point systems or time-consuming manual comparisons.

Inspections – completely automates the entire HQS Inspections process. The built-in automated scheduler reduces the time it takes to create and schedule inspections.

This is a small list of components the Housing Authority utilizes on a daily basis within the software. There are more features this software has to offer.

The software maintenance coverage recently expired and it is necessary to renew, thus, the Housing Authority is requesting authorization to issue a purchase order for Software Use License and maintenance support renewal to cover the period of one year (February 1, 2015 through January 31, 2016) in the amount of Nine Thousand One Hundred and Sixty Five Dollars ($9,165.00).

FINANCIAL IMPACT

The Urban Community Development Commission (“UCDC”) is the governing body of the Compton Local Housing Authority, thus a companion Resolution has been presented to that legislative body for authorization for continuation of the Software Use License and maintenance support services. However, the Housing Authority’s budget is controlled by the City Council; therefore, Council approval is needed for issuance of the purchase order.

Funds have been allocated for this expense in Account No. 2820 790 000 4222 in the amount of $9,165.00.

RECOMMENDATION

The Housing Authority recommends that the City Council adopt the attached Resolution.

**DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAPPY SOFTWARE, INC. FOR SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR HAPPY SOFTWARE MODULES ($9,165.00)

WHEREAS, the Compton Local Housing Authority ("Housing Authority") utilizes software programs and maintenance support services provided by HAPPY Software, Inc.; and

WHEREAS, continued use of HAPPY software and support ensures that the Housing Authority software will be current with ever-changing regulations, entitles the agency to technical support, feature updates, software enhancements, and assistance when needed; and

WHEREAS, the HAPPY Software has been utilized successfully by the Housing Authority for a number of years and this software manages the day-to-day operation of the Housing Authority and is approved by the Housing and Urban Development Department ("HUD"), is also used to upload valuable information to HUD and other divisions within HUD; and

WHEREAS, the software maintenance coverage recently expired and it is necessary to renew, thus the Housing Authority is requesting that a purchase order for Software Use License and maintenance support renewal to cover the period of February 1, 2015 through January 31, 2016, in the amount of Nine Thousand One Hundred Sixty Five Dollars ($9,165.00); and

WHEREAS, the funds for this expenditure are available in the Fiscal Year 2014-2015 Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager is hereby authorized to issue a purchase order in the amount of $9,165.00 for the continuation of the licensing and maintenance support services from Happy Software, Inc. for the period of February 1, 2015 through January 31, 2016.

Section 2. That funds for these services are available in Account No. 2820 790 000 4222.

Section 3. That a certified copy of this Resolution shall be filed in the Offices of the City Manager, City Controller, City Clerk and the Compton Local Housing Authority.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2015.

_____

MAYOR OF THE CITY OF COMPTON

#4.

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2015.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

HAPPY SOFTWARE

11 Federal Street • Saratoga Springs, NY 12866
(518) 584-4668 • (888) GT HAPPY • Fax (518) 584-5388
www.happysoftware.com

12/1/2014

Ms. Delmonsha Green, Housing Director
Compton Housing Authority
600 N. Alameda St.
Compton, CA 90221

Total Due: $9,165.00

TAX ID: 16-1521627

Invoice #: 28520

Invoice
Support Renewal

HAPPY Support Renewal

Item	Start Date	End Date	Price	Qty	Price
Waiting List Renewal for 1 Year - HP	2/1/2015	1/31/2016	$741.00	1	$741.00
Occupancy Renewal for 1 Year - HP	2/1/2015	1/31/2016	$1813.00	1	$1,813.00
FileMTCS Renewal for 1 Year - HP	2/1/2015	1/31/2016	$741.00	1	$741.00
Payments Renewal for 1 Year - HP	2/1/2015	1/31/2016	$741.00	1	$741.00
1099s & Payment History Renewal for 1 Year - HP	2/1/2015	1/31/2016	$741.00	1	$741.00
Inspections Renewal for 1 Year - HP	2/1/2015	1/31/2016	$990.00	1	$990.00
Custom Forms Renewal for 1 Year - HP	2/1/2015	1/31/2016	$555.00	1	$555.00
FSS Pro Renewal for 1 Year - HP	2/1/2015	1/31/2016	$1204.00	1	$1,204.00
Remote Screen Sharing Renewal for 1 Year - HP	2/1/2015	1/31/2016	$204.00	1	$204.00
HQS Mobile Inspections (iPad) Renewal for 1 Year - HP	2/1/2015	1/31/2016	$210.00	1	$210.00
HAPCheck Renewal for 1 Year - HP	2/1/2015	1/31/2016	$875.00	1	$875.00
Direct Deposit Renewal for 1 Year - HP	2/1/2015	1/31/2016	$350.00	1	$350.00

Total HAPPY Support Renewal: $9,165.00

#4.

Agency is responsible for sales and use tax if applicable.

1.5% Monthly Late Fee Charged on all Overdue Payments.
If payment has already been sent, please disregard this invoice.

Total Due:	**$9,165.00**

Please write the invoice number on your check and make payable to:

HAPPY Software, Inc.
11 Federal Street
Saratoga Springs, NY 12866

Payment is Due: February 1, 2015

12/1/2014

Invoice Number: 28520

HAPPY SOFTWARE

11 Federal Street • Saratoga Springs, NY 12866
(518) 584-4668 • (888) GT HAPPY • Fax (518) 584-5388
www.happysoftware.com

December 1, 2014

Ms. Delmonsha Green, Housing Director
Compton Housing Authority
600 N. Alameda St.
Compton, CA 90221

Dear Ms. Green:

We would like to take this opportunity to thank you for your continued use of HAPPY Software, and to make you aware that your software support contract will be expiring on January 31, 2015. Your support contract ensures that your software is current with ever-changing regulations, entitles your agency to technical support, feature updates and software enhancements, and assistance when you need it.

Enclosed are our current Definition of Support, Software License and an Invoice for your Support Renewal. Use of the software binds you to the terms and conditions contained in these documents.

To ensure we have the most up to date information for your agency, please complete the enclosed Contact List and return it to us with your payment. Now is also an excellent time to consider adding new functionality to your system. Please call our Sales Department at (888) 484-2779 option 4 for further details.

If you have any questions regarding your Support Renewal, please contact Ginny Duggan at (888) 484-2779 extension 117.

Thank you for using HAPPY Software.

Sincerely,

Joseph R Mastrianni

Joe Mastrianni, President and CEO
HAPPY Software, Inc.

#4.

Definition of Support

HAPPY SOFTWARE

2. Technical Support

Incidents

Licensee will receive Support for an unlimited number of incidents. HAPPY will answer your questions and help you to resolve your problems with the Software to the best of our ability. HAPPY reserves the right to limit each support contact to one hour or one incident.

Availability

Support includes access to Technical Support representatives via phone, mail, email, fax, and web-based systems during regular business hours. Regular business hours are from 9:00 am to 5:00 pm Eastern Time, Monday through Friday. Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond HAPPY's control. Phone and other communication charges for contacts with HAPPY are the responsibility of the Licensee.

Response Time

HAPPY will attempt to respond to Licensees within published response times. This shall not be deemed a representation or warranty on HAPPY's behalf regarding the time within which a resolution, if any, may be available for any particular Incident. No remedy is available for HAPPY's failure to meet the published response time goal.

Remote Assistance

In certain cases, remote access to your system may be required to most efficiently resolve an issue. HAPPY uses an industry standard remote assistance tool to provide this Support and reserves the right to refuse service or charge for Support should remote assistance via our standard tool be denied.

Limitations

Support shall not include or be responsible for Incidents resulting from the following:

- Third-party services, products, or service providers
- Hardware, network or system connections or configurations
- Migration of Software to a new server or host computer
- Improper use, operation or neglect of the Software
- Alteration or modification to the Software
- Failure to implement recommendations in respect to solutions
- Use of the software for a purpose for which it was not designed
- Use that is inconsistent with published regulations and official guidance

Incidents not included in the standard Support contract will be billed at standard hourly rates. HAPPY will notify the Licensee in advance if a fee will be charged for services outside the scope of "Support".

Upgrades

Upgrades to the software are not included in the Support contract. Availability, pricing and information about Upgrades, including required database engine changes, will be provided in advance.

Terms and Conditions

HAPPY shall have the right to change or add to the terms of Support at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Support (including but not limited to pricing, technical support options, and other support-related policies) upon notice by any means HAPPY determines in its discretion to be reasonable.

HAPPY SOFTWARE

Software Use License

PLEASE READ CAREFULLY

Definitions

(i) "Activation Code" means the code provided or reissued by HAPPY Software, Inc. (HAPPY) that permits Use of the Software and for which the Agency has paid the appropriate fees.

(ii) "Agency" means a Housing Authority as defined by the U.S. Department of Housing and Urban Development or HUD.

(iii) "Content" means all data, text, images, documents, and any other information or materials uploaded by or on behalf of you in connection with your use of the Software.

(iv) "Purchase Agreement" means the HAPPY document that specifies the Software licensed to the Agency.

(v) "Information" means personally identifiable information.

(vi) "Installed User" means the number of active users registered in the software. An Agency's permitted number of Installed Users is set forth on the Purchase Agreement.

(vii) "Licensee" collectively refers to the Agency and the Installed Users using the Software.

(vii) "Service Term" means the period of time for which you have elected to pay for and/or use a Service.

(ix) "Software" means proprietary HAPPY product(s) or services, associated documentation, any updates, additional modules, or additional software provided by HAPPY Software in connection therewith.

(x) "Use" means that the Software is either loaded in the temporary memory of a computer or installed in the permanent memory of a computer.

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Ownership

The Software is licensed, not sold, to you by HAPPY for Use only under the terms of this License, and HAPPY reserves any rights not expressly granted to you. HAPPY shall, at all times, retain title to and ownership of all Software, regardless of its form, including without limitation, any and all revisions, custom development, updates, upgrades, modifications, bug fixes and enhancements to the Software. The Licensee specifically acknowledges and agrees that it shall not acquire any ownership interest or proprietary right to any Software by virtue of this Use License.

Restrictions

The Software contains trade secrets in its human perceivable form and, to protect them, you may not reverse engineer, decompile, disassemble or otherwise reduce the Software to any human perceivable form. You may not modify, adapt, translate, rent, lease, loan or create derivative works based upon the Software or any part thereof. The Software produces copyrighted forms and other proprietary materials during normal Use. Your Agency is allowed full Use of these materials within your Agency only, and is barred from distributing these materials for Use by any other party. You may not distribute, integrate, transmit, or provide access to the Software to any software provider that is generally competitive with HAPPY Software product offerings.

#4.

Software Use License

HAPPY SOFTWARE

Access to Services

Your ability to access the services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. HAPPY is not responsible for any equipment you may need to be able to access the services.

To gain access to and use the services, you may be required to create a login ID and password ("Log-In Information"). You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In Information confidential and not share your Log-In Information with third parties. HAPPY has no obligation or responsibility with regard to your use, distribution, disclosure, or management of Log-In Information. Notwithstanding the foregoing, HAPPY may require you to change your Log-In Information if such Log-In Information is inconsistent with the terms of this agreement.

Content

You may upload Content to the service in connection with your use of the service. HAPPY does not verify, endorse, or claim ownership of any Content, and you retain all right, title, and interest in and to the Content. HAPPY does not store Content except as necessary for HAPPY to perform the service. HAPPY shall make commercially reasonable efforts to block the uploading of Content to the service that contains viruses detected by using industry standard virus detection software. Notwithstanding anything to the contrary herein, HAPPY has no responsibility or liability for the deletion or accuracy of Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the service. Certain features of the service enable you to specify the level at which such service restrict access to your Content. You are solely responsible for applying the appropriate level of access to your Content.

Use Restrictions

Access to and use of the service is subject to all applicable international, federal, state and local laws and regulations. You agree not to use this service in any way that violates such laws or regulations. In connection with your access or use of the service, you agree not to:

(i) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;

(ii) use the service in any manner that could damage, disable, overburden, or impair any HAPPY server, or the network(s) connected to any HAPPY server or interfere with any other party's use of the Service;

(iii) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any HAPPY server or to the service, through hacking, password mining, or any other means;

(iv) obtain or attempt to obtain any materials or information through any means not intentionally made available through the service;

(v) sell, lease, or rent access to or use of the service, or otherwise transfer any rights to use the service under this Agreement;

If HAPPY becomes aware of any possible violations, HAPPY reserves the right to investigate such violations, and HAPPY may, at its sole discretion, terminate immediately your license to use of the service or change, alter or remove Content, in whole or in part, without prior notice to you.

Use of the service is subject to your payment of HAPPY's charges for the services, which may vary according to the service, features, or service term to which you have subscribed (the "Service Fees"). You are responsible for paying all taxes levied in connection with your use of the services.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAPPY SOFTWARE, INC. FOR SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR SOFTWARE MODULES ($9,165)**

Delmonsha Green — **2/26/2015 11:46:09 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **2/26/2015 6:18:56 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **2/26/2015 4:06:00 PM**
CITY CONTROLLER — DATE

Johnny Ford — **2/26/2015 1:24:20 PM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 3, 2015

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR**

SUMMARY

Staff is requesting Council to approve the issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for acquisition and rehabilitation of the St. Timothy's Tower and St. Timothy's Manor, a 135-unit multifamily rental housing facility located at 425 S. Oleander in the City of Compton.

BACKGROUND

St. Timothy's Tower and St. Timothy's Manor, 135-unit senior multifamily rental housing projects were built in 1971 and 1963 respectively. Over the past several years, the two properties have experienced structural obsolescence and prolonged neglect creating an unhealthy and unsafe environment for the tenants as well as creating negative visual impact for the community at large. In order to mitigate the deteriorating conditions prevailing in the two multifamily projects, BlueGreen Preservation and Development, LLC ("BlueGreen"), representing the owners of St. Timothy's Tower and Manor have proposed a finance plan involving the issuance of tax exempt revenue bonds in the amount of $18,000,000 in combination with private funding sources for a total amount of $22,028,365 to facilitate acquisition and rehabilitation of the two projects.

STATEMENT OF THE ISSUE

In accordance with California Government Code Section 6500 et seq., California Statewide Communities Development Authority (the "Authority") permits certain local agencies throughout the State of California, including the City of Compton (the "City"), to issue tax exempt revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects. Pursuant to Tax and Equity Fiscal Responsibility Act ("TEFRA") Section 147(f) of the Internal Revenue Code of 1986, the governmental unit having jurisdiction over the area in which the facility is located must conduct a TEFRA public hearing to consider the proposed bonds issue to finance the acquisition and rehabilitation of the subject property.

ANALYSIS

The Successor Agency has reviewed St. Timothy's proposed financing crafted to mitigate the deteriorating and substandard conditions at St. Timothy and has determined that the proposed financing strategy would provide a suitable healthy and safe environment for the seniors for several reasons.

As the nation's stock of affordable housing is on the decline and the senior population is growing, there is a dire need to preserve the existing affordable housing projects, especially geared towards seniors. According to staff research, more than 7% of the City of Compton's population is seniors and senior citizens are more than 15% of the Head of Household in the City. Additionally, at least 3,258 senior households in the community have a medium family income of less than or equal to the Los Angeles County. These statistics indicate that there is a need for assistance for seniors in securing safe decent affordable housing in Compton.

St. Timothy's Manor caters to disabled seniors, a further disenfranchised sector of the population who will be well served by the rehabilitation of the Manor and the Project as a whole. By preserving this Project, St Timothy's will be able to continue to provide 135 units of affordable housing to the senior population residing in the community of Compton. Further,

FINANCIAL FEASIBILITY OF PROJECT

The two rental properties are federally subsidized projects with average rents of $290 per unit (30% of tenants fixed income). As is common with financing affordable senior projects targeted to households on subsistent income, revenues from such projects do not generate adequate returns on investment to induce private sector participation. In absence of public intervention mechanism (tax credits, revenue bonds) to ensure financial feasibility, property upgrade of such projects would not occur. The proposed a financing plan involving the issuance of tax exempt bonds provides a viable alternative to induce private capital infusion in the rehabilitation project.

The rehabilitation of this project will be completed within an 18-24 month period in accordance with the State guidelines for acquisition/rehabilitation. The objective of this fast track schedule is to allow for the minimal disruption to residents during the rehabilitations process. The rehabilitation will include an upgrade of mechanical, electrical and plumbing. In addition to the major building systems, interior upgrades will include electrical outlets, new kitchen and bathroom equipment, flooring and window treatments. Exterior upgrades will include exterior and corridor lighting, window, doors, improved landscaping, wood trims, gutters and down spouts (See Attachment).

DEVELOPER EXPERIENCE

BlueGreen Preservation and Development, LLC ("BlueGreen") is a recognized leader in the development and rehabilitation of high quality senior housing projects which has been instrumental in strengthening Southern California communities (See Attached). With a portfolio of several deed-restricted housing units, BlueGreen has demonstrated competency in acquisition, entitlement, financing, construction and operations of affordable housing communities in Southern California. The proposed acquisition and rehabilitation of the two properties bring a needed synergy to the overall revitalization of Compton's multicultural pedestrian oriented environment while generating additional property tax revenue for the City's General fund.

LOCAL HIRING

Local hiring is a major component of BlueGreen Preservation and Development's portfolio. Towards that end, St. Timothy's Manor project will uphold this commitment by hiring local vendors and subcontractors to benefit its senior residents and its immediate community. The project will allocate approximately $4.3 million towards hard construction costs. This would translate into creation of approximately 100 construction jobs such as mechanical, electrical and plumbing, interior upgrades, landscaping, wood trims, and gutters and down spouts (see attachment) throughout the six month construction process. At least 40% of the jobs will be allocated towards local hiring and/or benefit local subcontractors, thereby creating jobs within the community and stimulating the local economy.

FISCAL IMPACT

The resolution approving the issuance of the bonds will have no impact on the City's General Fund or the Successor Agency budget. The developer will be issuing private activity bonds under a tax exempt status.

RECOMMENDATION

Staff recommends that Council conduct the public hearing and approve the resolution authorizing the issuance of multifamily housing revenue bonds through the California Statewide Communities Development Authority for the acquisition and rehabilitation of St. Timothy Tower and St. Timothy Manor, a 135-unit multifamily rental housing facility located at 425 S. Oleander in the City of Compton.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Compton (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, St. Timothy's Preservation, LP, a limited partnership or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed $18,000,000 in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of a 135-unit senior multifamily rental housing project located at 425 S. Oleander Avenue, Compton, California, generally known as St. Timothy's Tower and St. Timothy's Manor (the "Project") and operated by Solari Enterprises, Inc.; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City of Compton (the "City"); and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMPTON AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. The City Clerk shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 5. This resolution shall take effect immediately upon its passage.

ADOPTED this _____ day of _____, 2015.

_____ _
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2015.

That said resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

ST. TIMOTHY'S MANOR

415-425 S. OLEANDER AVE.
COMPTON, CA 90220

135 UNIT AFFORDABLE SENIOR HOUSING

A DEVELOPMENT OF
ST TIMOTHY'S MANOR & BLUE/GREEN PRESERVATION & DEVELOPMENT
500 SOUTH GRAND AVENUE, 22ND FLOOR
LOS ANGELES, CA 90071

SCOPE OF WORK - ST. TIMOTHY'S MANOR

BASEMENT ABATEMENT
17 = STUDIO UNITS
04 = 1 BEDROOM UNIT
TOTAL: 21 UNITS

GENERAL
HAZARDOUS MATERIAL ABATEMENT
MOLD REMEDIATION
TERMITE REPORT AND REPAIR AS REQUIRED
HOME ENERGY PERFORMANCE REPORT: ALL WORK SHALL BE FULLY COMPLIANT WITH THE REPORT TO REDUCE CURRENT ENERGY USAGE BY NOT LESS THAN 10%.
DRYROT REPAIR AND REPLACEMENT AS REQUIRED
INSTALL NEW HARDWIRED SMOKE DETECTORS IN BEDROOMS AND HALLWAYS, INSTALL HARDWIRED CARBON MONOXIDE DETECTORS AT EACH APARTMENT, COMBO UNITS ARE ACCEPTABLE.
ALL RESIDENTIAL UNITS: REPLACE EXISTING WINDOWS WITH DUAL GLAZE WINDOWS
REQUIRED ACCESSIBLE UNITS (5%): 7 UNITS (4=STUDIO, 3=1BEDROOM)
REQUIRED AUDIBLE UNITS (2%): 1 UNIT (1=STUDIO)

SCOPE OF WORK AT UNITS:
KITCHEN:
1. DEMO EXISTING KITCHEN, INSTALL NEW ACCESSIBLE KITCHEN
2. DEMO EXISTING CLOSET ADJACENT TO KITCHEN - BUILD NEW WALL TO ACCOMODATE REFRIGERATOR (ADA KITCHENS)
3. INSTALL NEW ENERGY STAR APPLIANCES AND NEW FLOOR FIXTURES
4. INSTALL NEW GFI OUTLETS WITH DEDICATED CIRCUITS--AS REQUIRED

BATHROOMS:
5. REMOVE AND REPLACE EXISTING PLAN, FIXTURES, AND ACC. WITH NEW (LOW FLOW)
6. INSTALL GRAB BARS AND BATHTUB--ACCESSIBLE ACCESSORIES AT 5% OF UNITS
7. CONVERT TUB TO SHOWER--INSTALL PAN, WALL BOARD, CEMENT BOARD, TILE OVER CEMENTITIOUS BOARD AND WATERPROOF MEMBRANE
8. INSTALL MECHANICAL EXHAUST FAN WITH HUMIDISTAT CONTROL
9. REPLACE EXISTING LIGHTING WITH NEW ENERGY STAR FIXTURE
10. REPLACE EXISTING DOOR, CABINET WITH NEW
11. REPLACE EXISTING TOWEL BAR, MIRORS AND ACCESSORIES WITH NEW
12. INSTALL NEW LINOLEUM OR SHEET VINYL OVER EXISTING FLOORING
13. PAINT INTERIOR OF BATHROOM WITH SEMI-GLOSS PAINT
14. REPLACE EXISTING OUTLETS WITH GFI OUTLETS
15. AT ACCESSIBLE UNITS--ENLARGE BATHROOM TO ACCOMODATE TURNAROUND SPACE
16. AT ACCESSIBLE UNITS--ENLARGE KITCHEN TO ACCOMODATE REQUIRED CLEARANCES
17. REMOVE EXISTING WALL HEATER--CAP AND INSTALL NEW ELECTRIC WALL HEATER WITH WALL CONTROLS
18. IN ADA BATHROOMS ADD FIRE ALARM STROBES AND AUDIBLE ALARM

LIVING ROOM:
19. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING
20. INSTALL NEW 4" BASE THROUGHOUT
21. PAINT ALL INTERIOR WALLS AND CEILINGS
22. REPLACE EXISTING LIGHT FIXTURES WITH NEW SURFACE MOUNTED ENERGY STAR FIXTURES
23. REPLACE EXISTING CLOSET DOORS WITH NEW
24. REPLACE EXISTING CLOSET SHELF AND POLE WITH NEW (ADD ANGLE BRACKETS FOR ADA)
25. AT ACCESSIBLE UNITS - INSTALL NEW LAND LOW PROFILE DOOR AT ENTRY DOOR
26. INSTALL NEW LEVER HARDWARE AT INTERIOR DOORS
27. REPLACE ALL EXPOSED ENTRY DOOR WITH NEW - PREHUNG, 3MIN, ACTION LEVER HARDWARE AND HIGH 4-LOOP PER HOUSE AT ADA UNITS
28. INSTALL NEW ACCESSIBLE THRESHOLD AT ENTRY DOOR
29. INSTALL NEW WINDOWS (SCREENS), AT ALL UNITS
30. INSTALL NEW HARDWIRED SMOKE ALARM AND STROBE AND MANUAL DOORBELL AT ACCESSIBLE AND AUDIBLE UNITS & FIRE ALARM KITCHEN (HALLWALL SMOKE) IN ALL UNITS, BEDROOMS, BATHROOM
31. REPLACE EXISTING WALL FURNACE AND UNIT AND REPLACE WITH PTAC UNIT IN COMPLIANCE WITH ENERGY REPORT, UNIT TO BE ELECTRICALLY CONNECTED WITH HARDWIRED CONNECTIONS (IF AND EXPOSED CORD)
32. REPLACE EXISTING THERMOST AT LIVING ROOM TO COMPLY WITH SERVICE REQUIREMENTS
33. REMOVE EXISTING WALL HEATER--CAP AND INSTALL NEW ELECTRIC WALL HEATER WITH WALL CONTROLS
34. EXISTING LIGHT SWITCHES--ADD TO BE CONNECTED TO 48" A.F.F. (ADA UNITS)
35. EXISTING WALL OUTLETS--NEED TO BE RAISED TO 15" A.F.F. (ADA UNITS)

SCOPE OF WORK AT COMMON AREA:
36. CLEAN EXISTING TILE FLOORING AT FIRE, ROOM
37. INSTALL NEW 4" COVE BASE THROUGHOUT
38. INSTALL SHEETVINYL TO BSLAP, ROOM
39. DEMO/REDO BATHROOM AND RELARGE TO BE ACCESSIBLE
40. PROVIDE NEW WIRE MOLD, LAV, FIXTURES AND WC (LOW FLOW), ACCESSORIES, FLOOR TILE AND WAINSCOT, INTERIOR PAINT AND LIGHTING AT REC. ROOM BATHROOM
41. REPLACE EXISTING SLIDING GLASS DOORS WITH ACCESSIBLE "FRENCH DOORS" WITH LEVER HARDWARE AND ACCESSIBLE THRESHOLD
42. REPLACE EXISTING LIGHT FIXTURES WITH NEW ENERGY STAR FIXTURES
43. REPLACE EXISTING BATHROOM WITH NEW ACCESSIBLE CABINETRY AND FIXTURES
44. INSTALL NEW LAND DOOR AT KITCHEN CUSTODIAN AT LAUNDRY
45. REPLACE EXISTING LIGHT FIXTURES AT LAUNDRY WITH HIGH EFFICIENCY LIGHTING
46. INSTALL NEW EXHAUST FAN AT LAUNDRY & CLEAN WINDOW OF EXISTING
47. PAINT INTERIOR WALLS AND CEILINGS AT LAUNDRY
48. INSTALL NEW SURFACE MOUNTED FIRE EXTINGUISHERS EVERY 75 L.F. THROUGHOUT BUILDING WITH ADA COMPLIANT INSTALLATION
49. UPGRADE EMERGENCY AND MANUAL POWER LIGHTING TO COMPLY WITH CURRENT CODE INCLUDING BUT NOT LIMITED TO REQUIRED LIGHTING LEVELS
50. REMOVE AND REPLACE EXISTING SITE LIGHTING WITH NEW
51. INSTALL NEW SIGNAGE WITH BRAILLE FOR UNITS, STAIRWAYS, EXIT AND ALL MISC. ROOMS

EXTERIOR:
52. PAINT EXTERIOR OF BUILDING (COLOR: window)
53. PAINT ALL METAL WORK
54. REPLACE EXISTING EXTERIOR LIGHTING WITH NEW HIGH EFFICIENCY LIGHTING
55. DEMO EXISTING ROOF AND REPLACE WITH TPO ROOFING
56. PROVIDE NEW FLASHING AND ROOFING AT ROOF THROUGHOUT
57. REMOVE EXISTING WINDOW AND INSTALL NEW PEDESTAL WELDED WET TO BBQ ROOM
58. REMOVE EXISTING PEDESTAL SINK AND INSTALL NEW ADA-COMPLIANT GATE WITH LEVER HARDWARE
59. DEMO EXISTING HARDSCAPE + PROVIDE NEW SLAB-ON GRADE AND RAMPS THROUGHOUT TO ACCOMODATE AN ACCESSIBLE PATH OF TRAVEL
60. PROVIDE NEW CONCRETE "COURTESY" CURB RAMPS, AND SIDEWALK WITH GRIDDED
61. INSTALL NEW EXTERIOR LIGHTING AND EXIT SIGNS IN COMPLIANCE WITH CODE
62. PROVIDE NEW GUTTERS AND DOWNSPOUTS

SCOPE OF WORK - ST. TIMOTHY'S TOWER

ST. TIMOTHY'S TOWER
91 = SINGLE UNITS
23 = 2 BEDROOM UNITS
TOTAL: 114 UNITS

GENERAL
HAZARDOUS MATERIAL ABATEMENT
MOLD REMEDIATION
HOME ENERGY PERFORMANCE REPORT: ALL WORK SHALL BE FULLY COMPLIANT WITH THE REPORT TO REDUCE CURRENT ENERGY USAGE BY NOT LESS THAN 10%.
DRYROT REPAIR AND REPLACEMENT AS REQUIRED
INSTALL NEW HARDWIRED SMOKE DETECTORS IN APARTMENT BEDROOMS AND HALLWAYS, MEET ALL MANDATED CARBON MONOXIDE DETECTORS AT EACH APARTMENT, COMBO UNITS ARE ACCEPTABLE.
REQUIRED ACCESSIBLE UNITS (5%): 6 UNITS
REQUIRED AUDIBLE UNITS (2%): 2 UNITS

SCOPE OF WORK AT UNITS:
KITCHEN:
1. DEMO EXISTING KITCHEN, INSTALL NEW ACCESSIBLE KITCHEN
2. RELOCATE EXISTING ELECTRICAL PANEL TO ADJACENT WALL (ADA KITCHENS)
3. DEMO EXISTING CLOSET ADJACENT TO KITCHEN - BUILD NEW WALL TO ACCOMODATE REFRIGERATOR (ADA KITCHENS)
4. INSTALL NEW ENERGY STAR APPLIANCES, LOW FLOW FIXTURES AND GARBAGE DISPOSAL
5. INSTALL NEW GFI OUTLETS WITH DEDICATED CIRCUITS--AS REQUIRED
6. INSTALL NEW EXHAUST GRILL, IN ADA KITCHENS, ABOVE RANGE HOOD AND EXHAUST THROUGH EXTERIOR WALL - PROVIDE SOFIT

BATHROOMS:
7. REMOVE AND REPLACE EXISTING LVT, FIXTURES, AND ACC. WITH NEW (LOW FLOW)
8. INSTALL GRAB BARS AND SHOWER ACCESSIBLE ACCESSORIES AT 5% OF UNITS
9. REPLACE MIRRORS AS REQUIRED WITH NEW
10. INSTALL NEW CONVECT FAN WITH HUMIDISTAT CONTROLS AT ADA UNITS - PROVIDE MIN GRILLE AND MIN DUCTWORK UNITS
11. REPAIR EXISTING EMERGENCY FUEL CORD SYSTEM AS REQUIRED
12. REPLACE EXISTING LIGHTING WITH NEW ENERGY STAR FIXTURES
13. REPLACE EXISTING MIRROR, CABINET WITH NEW
14. REPLACE EXISTING TOWEL BAR, MIRORS AND ACCESSORIES WITH NEW
15. INSTALL NEW LINOLEUM OR SHEET VINYL OVER EXISTING FLOORING
16. PAINT INTERIOR OF BATHROOM WITH SEMI-GLOSS PAINT
17. REPLACE EXISTING OUTLETS WITH GFI OUTLETS
18. IN ADA BATHROOMS ADD FIRE ALARM STROBES AND AUDIBLE ALARM

LIVING ROOM:
19. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING
20. INSTALL NEW 4" COVE BASE THROUGHOUT
21. PAINT ALL INTERIOR WALLS AND CEILINGS
22. REPLACE EXISTING LIGHT FIXTURES WITH NEW SURFACE MOUNTED ENERGY STAR FIXTURES
23. REPLACE EXISTING CLOSET DOORS WITH NEW
24. REPLACE EXISTING CLOSET SHELF AND POLE WITH NEW (ADD ANGLE BRACKETS FOR ADA)
25. AT ACCESSIBLE UNITS - INSTALL NEW LAND LOW PROFILE DOOR AT ENTRY DOOR
26. INSTALL NEW LEVER HARDWARE AT ALL INTERIOR DOORS
27. REMOVE EXISTING WINDOWS AT ALL ENTRY DOORS - REPLACE WITH NEW LEVER HANDLES
28. INSTALL NEW ACCESSIBLE THRESHOLD AT ENTRY DOOR
29. INSTALL NEW WINDOWS (SCREENS) AT ALL UNITS
30. INSTALL NEW HARDWIRED SMOKE ALARM AND AUDIBLE AND VISUAL DOORBELL AT ACCESSIBLE AND OF AUDIBLE UNITS
31. REPLACE EXISTING WALL FURNACE AND UNIT AND REPLACE WITH PTAC UNIT IN COMPLIANCE WITH ENERGY REPORT, UNIT TO BE ELECTRICALLY CONNECTED WITH HARDWIRED CONNECTIONS (IF AND EXPOSED CORD)
32. REPLACE EXISTING THERMOST AT LIVING ROOM TO COMPLY WITH SERVICE REQUIREMENTS
33. REMOVE EXISTING WALL HEATER--CAP AND INSTALL NEW ELECTRIC WALL HEATER WITH WALL CONTROLS
34. REMOVE EXISTING WALL HEATER - CAP AND INSTALL NEW ELECTRIC WALL HEATER WITH WALL CONTROLS
35. EXISTING LIGHT SWITCHES--ADD TO BE CONNECTED TO 48" A.F.F. (ADA UNITS)
36. EXISTING WALL OUTLETS--NEED TO BE RAISED TO 15" A.F.F. (ADA UNITS)

SCOPE OF WORK AT COMMON AREA:
37. INSTALL NEW LVT FLOORING OVER EXISTING FLOOR AT CORRIDOR
38. INSTALL NEW 4" COVE BASE THROUGHOUT
39. INSTALL SHEETVINYL (WITH ROLL OVER) AT COMMONS
40. REPLACE EXISTING WALL MOUNTED LIGHT FIXTURES AND REPLACE WITH NEW ENERGY STAR CLG FIXTURES
41. PAINT INTERIOR WALLS AND CEILINGS
42. INSTALL NEW SURFACE MOUNTED FIRE EXTINGUISHERS EVERY 75 L.F. THROUGHOUT BUILDING WITH ADA COMPLIANT INSTALLATION
43. UPGRADE EMERGENCY AND MANUAL POWER LIGHTING TO COMPLY WITH CURRENT CODE INCLUDING BUT NOT LIMITED TO REQUIRED LIGHTING LEVELS
44. INSTALL NEW SIGNAGE WITH BRAILLE FOR UNITS, STAIRWAYS, EXIT AND ALL MISC. ROOMS
45. PAINT ALL STAIRWELLS
46. INSTALL NEW HANDRAILS AT STAIRS
47. REPLACE EXISTING LIGHTING WITH NEW CODE COMPLIANT HIGH EFFICACY FIXTURES AT STAIRWELLS
48. UPGRADE EXISTING ELEVATOR TO COMPLY WITH CODE AND ADA REQUIREMENTS
49. INSTALL NEW SIGNAGE WITH BRAILLE FOR BUTTONS, SYMBOLS, EXIT AND ALL MISC. ROOMS
50. PAINT ALL STAIRWELLS AT STAIRS
51. REPLACE EXISTING LIGHTING WITH NEW CODE COMPLIANT HIGH EFFICACY FIXTURES AT STAIRWELLS
52. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING AT LOBBY, RECREATION ROOM, OFFICES AND OTHER MISC. ROOMS
53. INSTALL NEW 4" COVE BASE THROUGHOUT
54. PAINT ALL INTERIOR WALLS AND CEILINGS
55. REPLACE EXISTING LIGHTING WITH NEW HIGH EFFICACY LIGHTING
56. REMOVE AND REPLACE EXISTING MIRRORS
57. PROVIDE NEW SIGNAGE (LAV, FIXTURES AND MIC) FLOOR, AND ACCESSORIES AT COMMON AREA BATHROOMS
58. PROVIDE NEW CORRIDOR HANDRAILS
59. INSTALL PUSH BUTTON ADA DOOR OPENER AT LOBBY ENTRY
60. INSTALL NEW SMOKE DETECTOR WITH ELECTRICAL OUTLETS AND DATA PORTS
61. INSTALL NEW SHEET LINOLEUM FLOORING OVER EXISTING AT LAUNDRY ROOM
62. REMOVE AND REPLACE EXISTING LIGHTING WITH NEW HIGH EFFICACY LIGHTING AND OCCUPANCY SENSORS AT LAUNDRY
63. REPAIR EXISTING EXHAUST FAN AT LAUNDRY
64. PROVIDE NEW PAINTED CENTRAL COLUMNS AT LAUNDRY
65. PAINT FINISH DEMO AREA AT ALL EXISTING WALLS
66. CONVERT HOT WATER CENTRAL SYSTEM, REPLACE/RE-AND/OR REPLACE AS REQUIRED

EXTERIOR:
67. PAINT EXTERIOR OF BUILDING (COLOR: window)
68. PAINT ALL METAL WORK
69. PROVIDE NEW EXTERIOR "COURTESY" LANDSCAPE SCREEN
70. PROVIDE NEW ADA PARKING STALL STRIPING
71. REPLACE ANY TRASH CHUTE ROOM WITH NEW OVERHEAD COILING DOOR
72. PROVIDE NEW ADDRESSABLE FIRE SYSTEM AT PEDESTRIAN ENTRY WITH "TTY" COMPONENTS
73. REMOVE AND REPLACE EXISTING PEDESTRIAN ENTRY GATE WITH NEW ASSEMBLE GATE
74. PATCHING NEW MEMBERS FOR VERSA-LAM GATE
75. REPLACE EXISTING EXTERIOR LIGHTING WITH NEW HIGH EFFICACY LIGHTING
76. DEMO EXISTING ROOF AND REPLACE WITH TPO ROOFING
77. PROVIDE NEW FLASHING AND ROOFING AT ROOF THROUGHOUT
78. CONNECT NEW PTAC UNITS WITH VERTICAL CONDENSATE RISERS MOUNTED TO EXTERIOR WALL PAINTED TO MATCH EXTERIOR FINISH PAINT COLOR, REFER TO TERMINATION AT A DRYWELL LOCATED IN THE LANDSCAPE AREA.

DESCRIPTION OF WORK

GENERAL NON-STRUCTURAL REHABILITATION OF EXISTING 5 STORY, 114 UNIT & 1 STORY, 21 UNIT AFFORDABLE SENIOR APARTMENT BUILDINGS.

WORK INCLUDES:
- INTERIOR REPAIRS AND ALTERATIONS
- ACCESSIBILITY IMPROVEMENTS AT COMMON AREAS, PATH OF TRAVEL AND PARKING
- ACCESSIBILITY RENOVATIONS TO 5% OF APARTMENT UNITS
- ACCESSIBILITY AND AUDIBLE/VISUAL RENOVATIONS FOR ALARM SYSTEMS TO 2% OF APARTMENT UNITS.
- EXTERIOR REPAIRS AND ALTERATIONS TO SITEWORK.
- NEW LANDSCAPING
- NEW ROOFING
- COMPLIANCE WITH THE HOME ENERGY PERFORMANCE REPORT TO REDUCE PRESENT ENERGY USAGE BY NOT LESS THAN 10%

PROJECT DATA

	ST TIMOTHY'S MANOR	ST TIMOTHY'S TOWER
ADDRESS:	415 S. OLEANDER AVE. COMPTON, CA 90220	425 S. OLEANDER AVE. COMPTON, CA 90220
APN:	6161-021-011	6161-021-012
ZONE:	CORH	CORH
SITE AREA:	28,408 S.F.	17,246 S.F.
USE:	SENIOR AFFORDABLE APTS	SENIOR AFFORDABLE APTS
YEAR BUILT:	1963	1971
NUMBER OF UNITS:	17 - STUDIOS 4 - 1 BEDROOM 21 = TOTAL	91 - STUDIOS 23 - 1 BEDROOM 114 = TOTAL
STORIES:	1	5
SPRINKLERS	NO	NO
FIRE ALARM	YES	YES
AREA CALCULATIONS:		
BUILDING AREA	8104 S.F.	7139 S.F. PER FLOOR 41,270 S.F. (TOTAL)
RESIDENTIAL AREA:	6,485 S.F.	30,208 S.F.
COMMON AREA S.F.: (office/laundry/pantry room)	128 S.F.	1,280 S.F.
COMMUNITY ROOM AREA:	391 S.F.	782 S.F.
UNIT TYPES:		
STUDIOS:	UNIT A: 17 UNITS: 264 S.F.	UNIT A: 75 UNITS: 400 S.F. UNIT B: 8 UNITS: 547 S.F. UNIT C: 8 UNITS: 451 S.F.
	TOTAL: 17 UNITS: 4,488 S.F.	TOTAL: 91 UNITS: 56,824 S.F.
1 BEDROOM:	UNIT B: 2 UNITS: 586 S.F. UNIT C: 2 UNITS: 401 S.F.	UNIT D: 16 UNITS: 585 S.F. UNIT E: 7 UNITS: 606 S.F.
	TOTAL: 4 UNITS: 1972 S.F.	TOTAL: 23 UNITS: 13,934 S.F.

LEGAL DESCRIPTION

ST TIMOTHY'S MANOR:

LOT: 74 CITY: REDMON/CLUSTER: 20/28402 TRK: 634 TEMPLE AND GIBSON TRACT 634 MORE OR LESS AC COM AT SE COR OF LOT 74 MANN AND PITCH'S ADD TH N ON N LINE OF S 5 ACS OF E 1/2 CITY/MUN/TWP: REDMON/CLUSTER: 20/ 28402

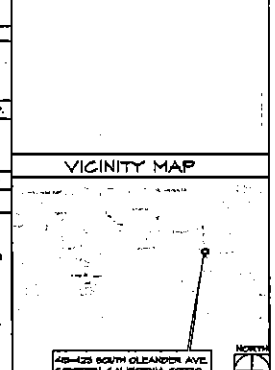
ST TIMOTHY'S TOWER:

LOT: C CITY: REDMON/CLUSTER: 20/28402 TRK: 634 TEMPLE AND GIBSON TRACT 634 MORE OR LESS AC COM AT SE COR OF NW 1/ 4 OF LOT 67H W 217.86 FT TO SC COR OF LOT 10 TR NO 12440 CITY/MUN/TWP: REDMON/CLUSTER: 20/ 28402

SHEET INDEX

A1.00	COVER SHEET
A2.01	SITE PLAN/ LANDSCAPE PLAN
A2.02	FLOOR PLANS - ST TIMOTHY'S MANOR
A2.03	UNIT PLANS - ST TIMOTHY'S MANOR
A2.04	FLOOR PLANS - ST TIMOTHY'S TOWER
A2.05	FLOOR PLANS - ST TIMOTHY'S TOWER
A2.06	UNIT PLANS - ST TIMOTHY'S TOWER
A2.07	UNIT PLANS - ST TIMOTHY'S TOWER
A3.01	ELEVATIONS - TOWER & MANOR

VICINITY MAP



REVISIONS

Architects
BRIDGE GROUP
2200 Wilshire Avenue, Los Angeles 90017
213.444.7666 PHX

A PRE-DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
&
BLUE/GREEN PRESERVATION & DEVELOPMENT

PROJECT NAME:
ST TIMOTHY'S MANOR
415-425 S. OLEANDER ST
COMPTON CA 90220

TITLE:
COVER SHEET

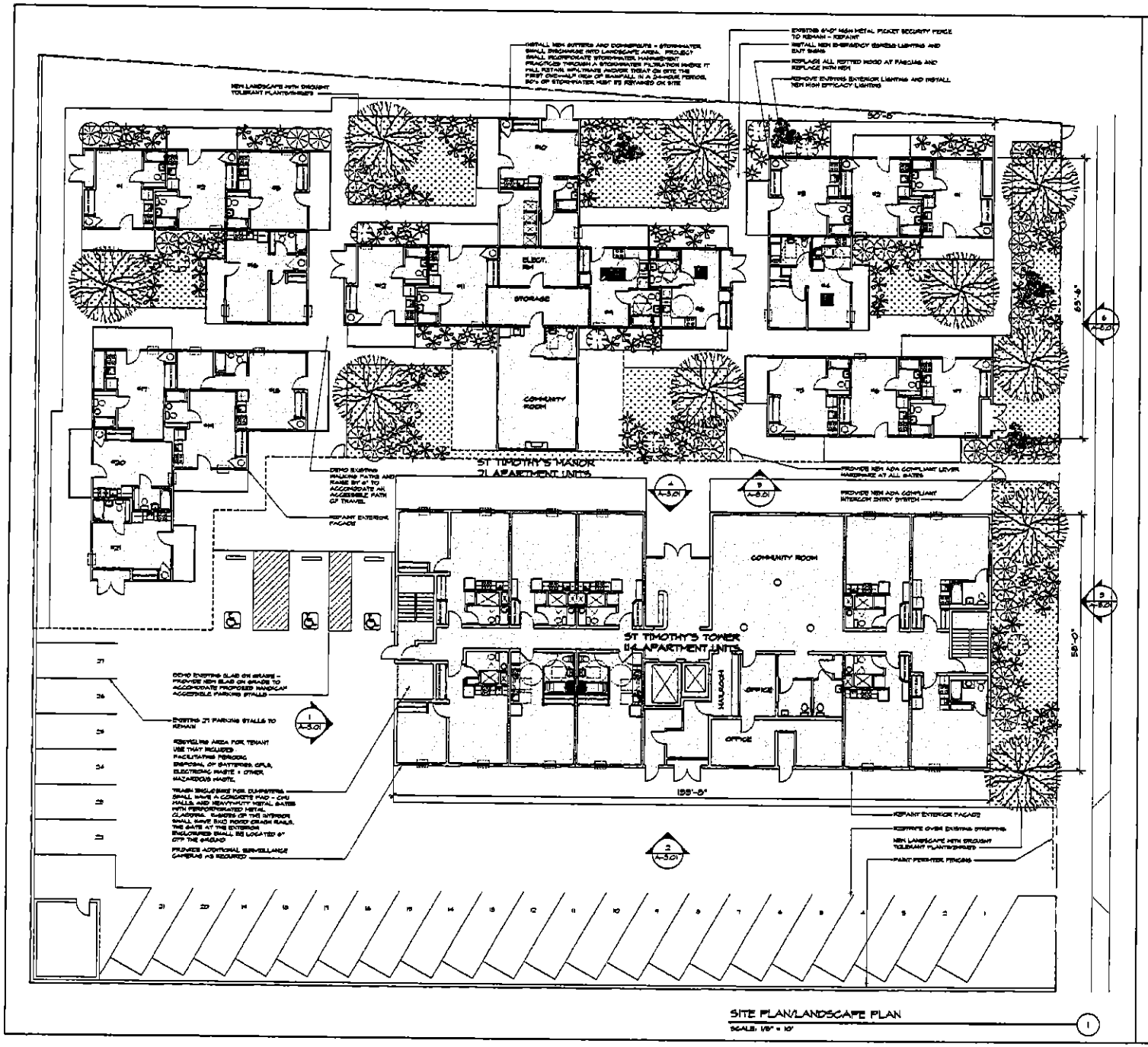
SCALE:

DATE: 1/4/13

SHEET NO.
A-1.00

#5.

#5.



SITE PLAN/LANDSCAPE PLAN
SCALE: 1/8" = 1'0"

LANDSCAPE - GREEN BUILDING GUIDELINES

- GROUP PLANTS BY WATER NEEDS (HYDROZONING). DIVIDE THE LANDSCAPE INTO ZONES OF LOW, MEDIUM, AND HIGH WATER USE TO PREVENT OVER-WATERING. PLACE THIRSTIER PLANTS IN SPOTS THAT NATURALLY COLLECT WATER. PLANT LARGER, PERIMETER AREAS WITH DROUGHT-ADAPTED SPECIES.
- EACH HYDROZONE SHALL BE CLEARLY DELINEATED ON THE SITE IRRIGATION AND PLANTING PLAN. INSTALL SEPARATE IRRIGATION VALVES FOR DIFFERENT ZONES.
- APPLY DRAINING MULCH (NO ROCK OR RUBBER MULCH) AROUND ALL PLANTS AND TREES. USE SITE MADE MULCH OR FINISH LOCAL SOURCES WITH A 3in/MILE RATIO. INSTALL 3 INCHES OF MULCH TO ACCOUNT FOR SETTLING AND ENSURE THAT 2 INCH MINIMUM WILL BE MET.
- USE LESS WATER AND FERTILIZER AND AVOID CREATING RUNOFF DEBRIS BY CONSTRUCTING BIOSOLUTE EFFICIENT LANDSCAPE. USE PLANTS AND TECHNIQUES THAT ARE SUITED TO LOCAL SOILS, WILDLIFE, RAINFALL AND SLOPE.
- ELIMINATE ANY INVASIVE SPECIES FROM THE SITE BEFORE PLANTING. EXCLUDE INVASIVE SPECIES FROM PLANTING PLAN.
- EXCLUDE ANY PLANT SPECIES FROM PLANTING PLAN THAT WILL REQUIRE SHEARING OR PRUNING. SELECT SPREADING PLANTS A PLANT LOCATION THAT WILL ALLOW THE PLANTS TO GROW TO THEIR NATURAL SIZE WITH VERY LIMITED MAINTENANCE/PRUNING. SELECT TREES WITH MATURE HEIGHT OF LESS THAN 20 FEET WHEN PLANTING NEAR POWER LINES TO REDUCE PRUNING.
- INCORPORATE 75% OF PLANTS THAT ARE DROUGHT-TOLERANT, CALIFORNIA NATIVES, MEDITERRANEAN OR OTHER APPROPRIATE SPECIES. UTILIZE PLANTS THAT ARE DROUGHT-TOLERANT AND REQUIRE NO OR LITTLE IRRIGATION DURING THE DRY SEASON.
- INSTALL HIGH EFFICIENCY IRRIGATION SYSTEM TO PREVENT WATER RUNOFF AND OVERWATERING.
  - A. UTILIZE DRIP AND BUBBLER IRRIGATION. USE LOW-FLOW SPRINKLER HEADS.
     USE IRRIGATION SYSTEM THAT IS CONTROLLED BY CLIMATE/SOIL SENSORS.
  - B. IRRIGATE SHRUB AREAS EXCLUSIVELY WITH DRIP, BUBBLERS, OR LOW-FLOW SPRINKLERS.
  - C. INSTALL A SMART WEATHER BASED IRRIGATION CONTROLLER TO ADJUST THE FREQUENCY AND DURATION OF IRRIGATION TIMES IN RESPONSE TO CHANGING WEATHER AND SOIL MOISTURE.
- ADD TWO INCHES OF COMPOST IN THE TOP 6 TO 12 INCHES OF TOPSOIL BEFORE PLANTING.
- DESIGN LANDSCAPE WITH AN IRRIGATION SYSTEM TO OPERATE WATER EFFICIENTLY. LESS THAN OR EQUAL TO 70% REFERENCE EVAPOTRANSPIRATION. LANDSCAPE ARCHITECT WILL CALCULATE THE AMOUNT OF IRRIGATION NEEDED AT SPECIFIC SITE TO COMPLY WITH WATER BUDGET.
- PROVIDE A COMMUNITY GARDEN ON SITE. THE COMMUNITY GARDEN WILL INCLUDE SOILAR, ACCESS, FENCING, WATER SUPPLY, GARDEN BED PER TOOL STORAGE, PLANTING AREAS, AND ACCESS TO PEDESTRIAN.

PLANT AND MATERIAL LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	COPIUS DESERTICOLA	WESTERN REDBUD (EVERGREEN)	36" BOX	LOW
	CITRUS X LIMON 'MEYER'	'MEYER' LEMON	24" BOX	LOW
	CITRUS LIMETTIOIDES	SWEET LIME	24" BOX	LOW
	CITRUS X SINENSIS	SWEET ORANGE	24" BOX	LOW
	PUNICA GRANATUM 'WONDERFUL'	POMEGRANATE	24" BOX	LOW
	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE (CLUSTERED)	24" BOX	LOW
	POLYSTICHUM MUNITUM	ASIAN SWORD FERN	5 GAL.	LOW
	ROSMARINUS O. 'TUSCAN BLUE'	ROSEMARY 'TUSCAN BLUE'	5 GAL.	LOW
	CEANOTHUS 'MAGNIF. BLUE'	MEDIUM BLUE CALIFORNIA LILAC	5 GAL.	LOW
	ARCTOSTAPHYLOS 'HOWARD MCMINN'	MANZANITA 'HOWARD MCMINN'	5 GAL.	LOW
	LANTANA 'NEW GOLD'	GOLDEN LANTANA	5 GAL.	LOW
	CAREX OSHIMENSIS 'EVERILLO'	EVERILLO JAPANESE SEDGE	5 GAL.	LOW
	LAVENDULA STOECHAS	SPANISH LAVENDER	5 GAL.	LOW
	MUHLENBERGIA CAPILLARIS	PINK MUHLY	5 GAL.	LOW
	RHAPHIOLEPIS INDICA 'CLARA'	CLARA INDIAN HAWTHORN	5 GAL.	MED
	CYCAS REVOLUTA	SAGO PALM		LOW
	ECHIUM SAVALLICUM	WILD		
	HELICTOTRICHON SEMPERVIRENS 'SAPPHIRE'	BLUE OAT GRASS	5 GAL.	

ALL SHRUBS MAY MULCH IN ALL PLANTING AREAS, EXCEPT LAWN

A DEVELOPMENT BY: ST. TIMOTHY'S MANOR, REHABILITATION & DEVELOPMENT

ARCHITECT: BRA GROUP, 2338 Hyperion Avenue, Los Angeles, 90027, 323.644.7744

PROJECT NAME: ST TIMOTHY'S MANOR, 425-429 S. GLENGER ST, COMPTON, CA 90220

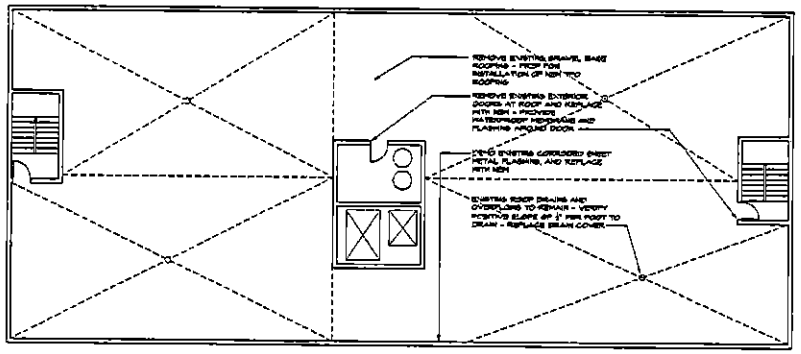
TITLE: SITE PLAN, LANDSCAPE PLAN

REVISIONS

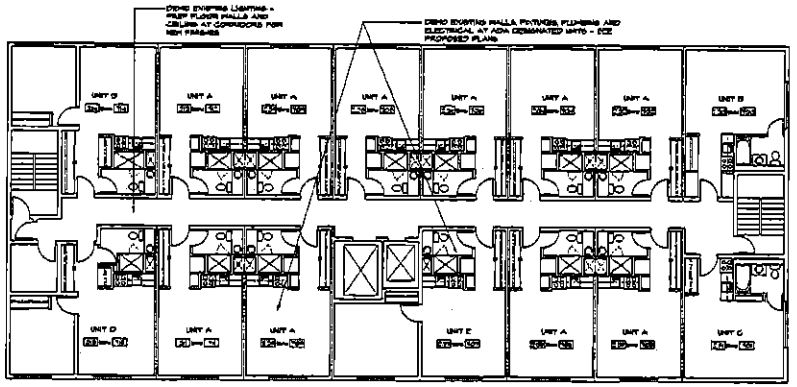
SCALE:

DATE:

SHEET NO.: A-2.01



EXISTING/DEMO FLOOR PLAN - ST TIMOTHY — ROOF PLAN (1)
SCALE: 1/8" = 1'



EXISTING/DEMO FLOOR PLAN - ST TIMOTHY — 2ND-7TH FLOOR (2)
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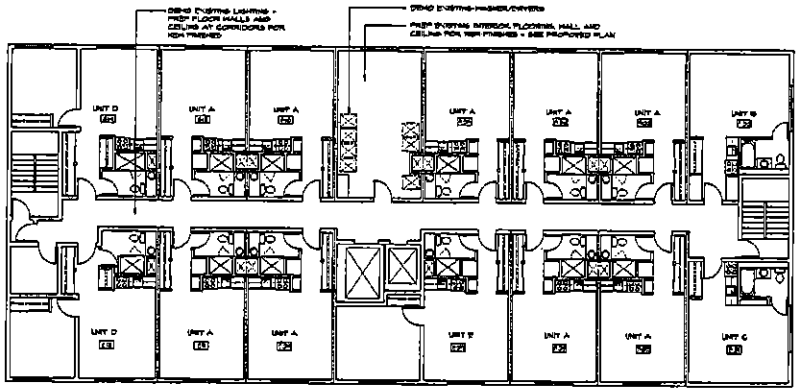
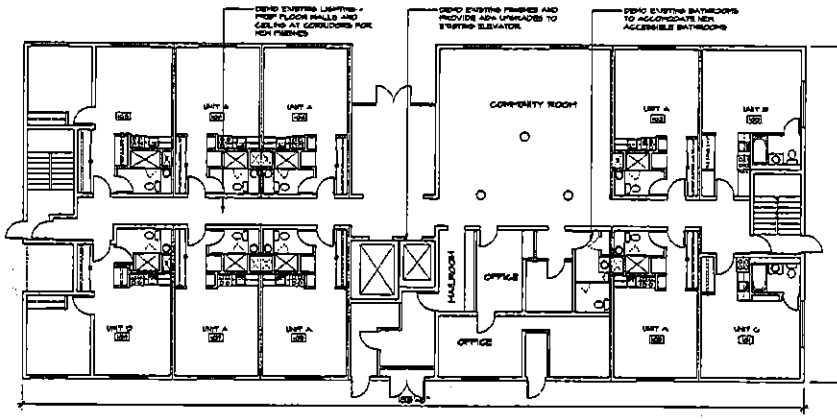


EXISTING/DEMO FLOOR PLAN - ST TIMOTHY — 8TH FLOOR (3)
SCALE: 1/8" = 1'



EXISTING/DEMO FLOOR PLAN - ST TIMOTHY — 1ST FLOOR (4)
SCALE: 1/8" = 1'

REVISIONS

ARCHITECT: BRBA GROUP
2960 Wilshire Avenue, Los Angeles, 90010
323.642.7868 FAX

A DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
BLUE/GREEN PRESERVATION I DEVELOPMENT

PROJECT NAME:
ST. TIMOTHY'S MANOR
4100 S. BROADWAY
LOS ANGELES, CA 90037

TITLE:
ST TIMOTHY'S TOWER
FLOOR PLANS - DEMO

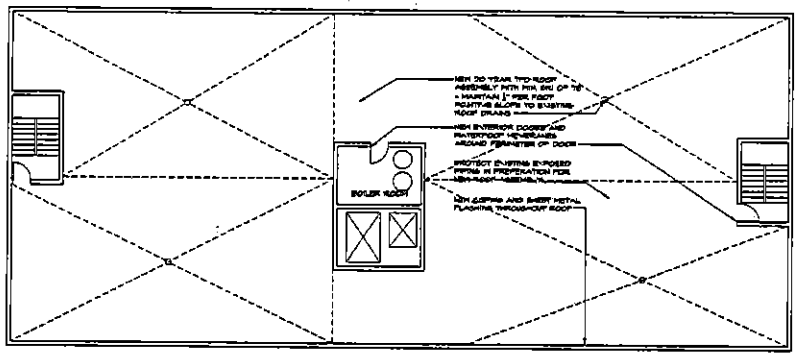
SCALE:

DATE: ISSUED:

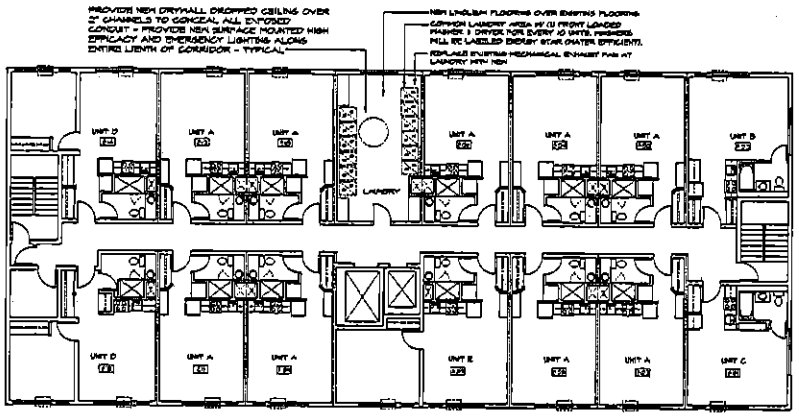
SHEET NO.
A-2.04

#5.

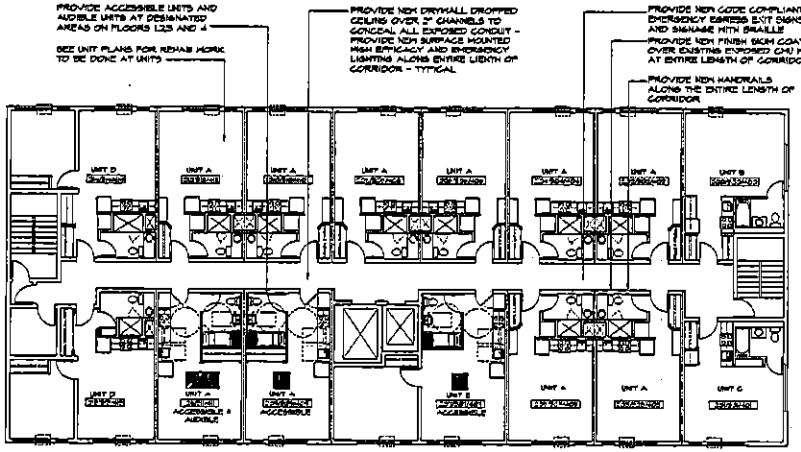
#5.



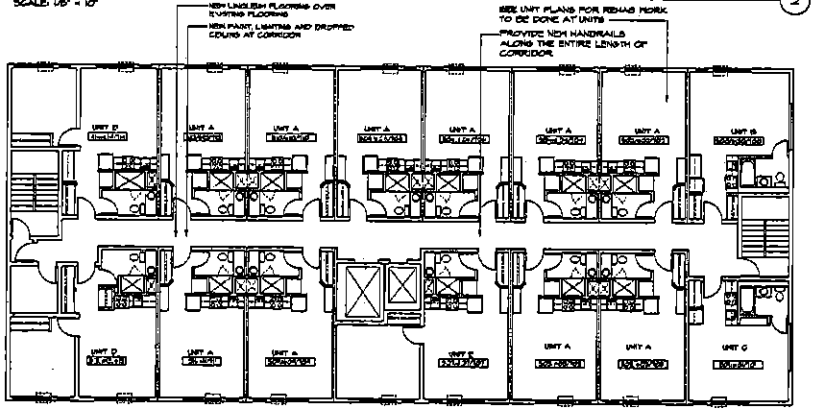
PROPOSED FLOOR PLAN - ST TIMOTHY — ROOF PLAN (1)
SCALE: 1/8" = 1'0"



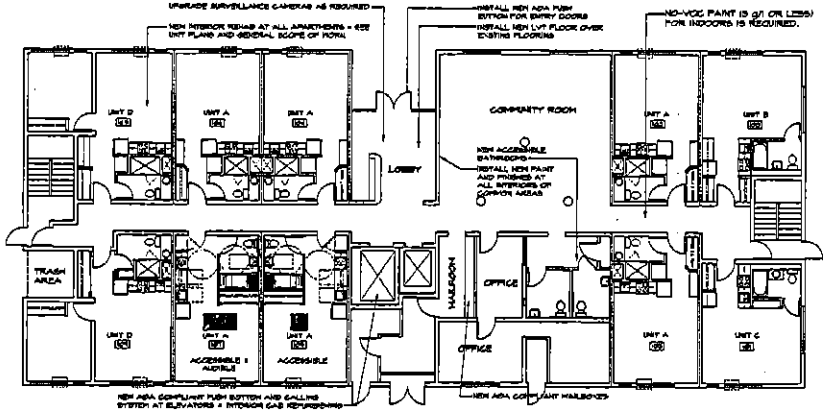
PROPOSED FLOOR PLAN - ST TIMOTHY — 8TH FLOOR (2)
SCALE: 1/8" = 1'0"



PROPOSED FLOOR PLAN - ST TIMOTHY — 2ND, 3RD, 4TH FLOOR (3)
SCALE: 1/8" = 1'0"



PROPOSED FLOOR PLAN - ST TIMOTHY — 5TH, 6TH, 7TH FLOOR (4)
SCALE: 1/8" = 1'0"



PROPOSED FLOOR PLAN - ST TIMOTHY — 1ST FLOOR (5)
SCALE: 1/8" = 1'0"

REVISIONS

Architects: BTR&A GROUP
2200 Wilshire Avenue, Los Angeles 90021
323-446-7868 FAX

A DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
BLUE/GREEN PRESERVATION & DEVELOPMENT

PROJECT NAME:
ST TIMOTHY'S MANOR
401-425 S. CLEANDER ST
COMPTON, CA 90220

TITLE:
ST TIMOTHY'S TOWER
FLOOR PLANS-PROPOSED

SCALE:

DATE: 1/4/13

SHEET NO.
A-2.05

REVISIONS

EIP ARCHITECTURE GROUP
3200 Wilshire Avenue, Los Angeles 90021
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A DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
&
BLEIB/KLEIN PRESERVATION &
DEVELOPMENT

PROJECT NAME:
ST TIMOTHY'S MANOR
48-429 S. DUNMORE ST
COACHELLA, CA. 92230

TITLE:
ST TIMOTHY'S MANOR
FLOOR PLANS

SCALE:

DATE:

SHEET NO.
A-2.02

ROOF KEY PLAN
SCALE: 1" = 50'-0"

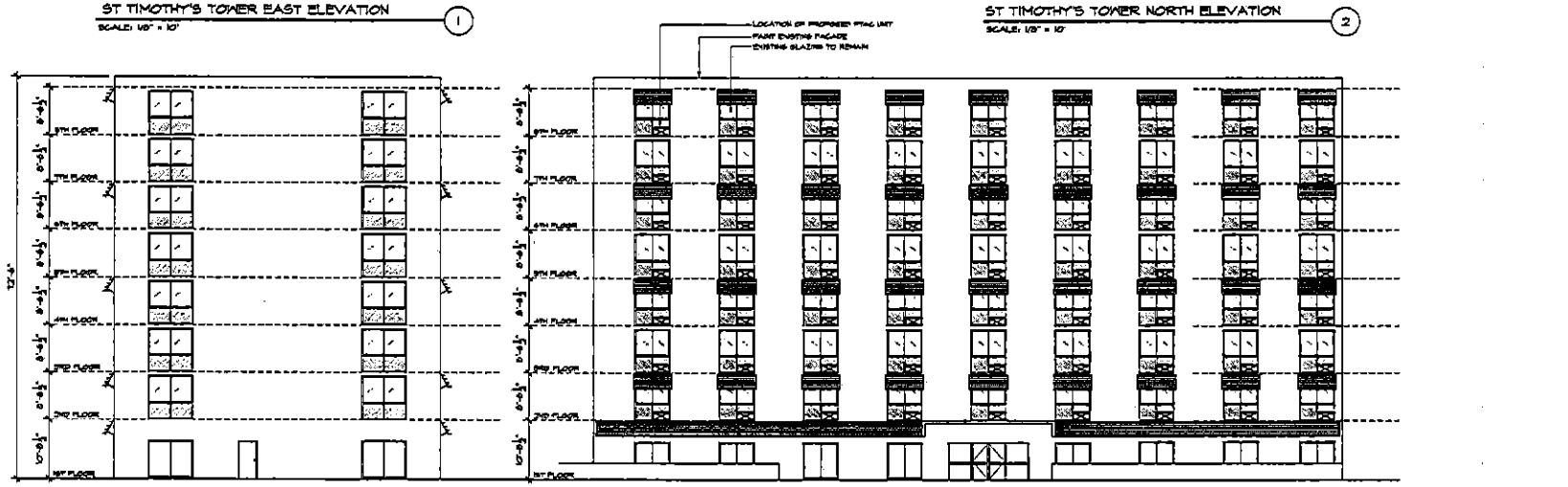
EXISTING/DEMO FLOOR PLAN - MANOR
SCALE: 1/8" = 1'-0"

PROPOSED FLOOR PLAN - MANOR
SCALE: 1/8" = 1'-0"

#5.

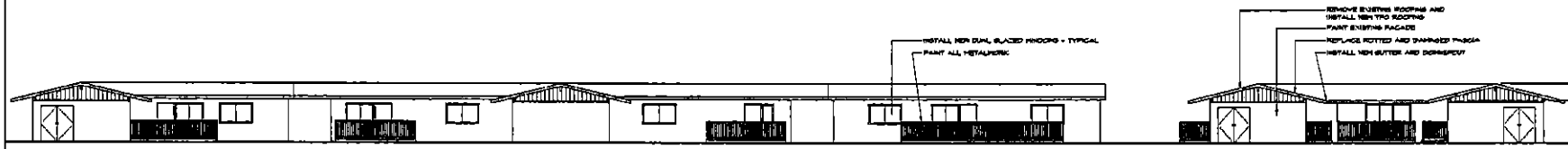
ST TIMOTHY'S TOWER EAST ELEVATION
SCALE: 1/8" = 1'0"
1

ST TIMOTHY'S TOWER NORTH ELEVATION
SCALE: 1/8" = 1'0"
2



ST TIMOTHY'S TOWER WEST ELEVATION
SCALE: 1/8" = 1'0"
3

ST TIMOTHY'S TOWER SOUTH ELEVATION
SCALE: 1/8" = 1'0"
4



ST TIMOTHY'S MANOR NORTH ELEVATION
SCALE: 1/8" = 1'0"
5

ST TIMOTHY'S MANOR WEST ELEVATION
SCALE: 1/8" = 1'0"
6

REVISIONS

ARCHITECT
BARRAGROUP
2760 Wilshire Avenue, Los Angeles 90073
323.666.1166 323.666.1166 FAX

A DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
&
BLUE/AGEN PRESERVATION + DEVELOPMENT

PROJECT NAME:
ST. TIMOTHY'S MANOR
140-148 E. LOCUST ST.
CANTON, CA 44203

TITLE:
ELEVATIONS

SCALE

DATE 1/14/20

SHEET NO.
A-3.01

ST. TIMOTHY & MANOR SENIOR APARTMENTS
425 S. OLEANDER STREET
COMPTON, CA 90220
GENERAL SCOPE OF WORK

MANOR APARTMENTS
17 - SINGLE UNITS
04 - 1 BEDROOM UNIT
TOTAL: 21 UNITS

REQUIRED ACCESSIBLE UNITS (5%): 2 UNITS (1-SINGLE, 1-1BEDROOM)
REQUIRED AUDIBLE UNITS (2%): 1 UNIT

SCOPE OF WORK AT UNITS:
KITCHEN:

1. DEMO EXISTING KITCHEN, INSTALL NEW ACCESSIBLE KITCHEN
2. DEMO EXISTING CLOSET ADJACENT TO KITCHEN - BUILD NEW WALL TO ACCOMODATE REFRIGERATOR
3. INSTALL NEW ENERGY STAR APPLIANCES AND LOW FLOW FIXTURES
4. INSTALL NEW GFI OUTLETS

BATHROOM:

1. REMOVE AND REPLACE EXISTING LAV, FIXTURES AND W.C. WITH NEW (LOW FLOW)
2. INSTALL GRAB BARS AND BATHTUB ACCESSIBLE ACCESSORIES AT 5% OF UNITS
3. EXISTING TUB TO REMAIN - INSTALL NEW GREENBOARD AND TILE AND WATERPROOFING
4. INSTALL NEW MECHANICAL EXHAUST SYSTEM WITH HUMIDISTAT
5. REPLACE EXISTING LIGHTING WITH NEW FLOUR. FIXTURE
6. REPLACE EXISTING MED. CABINET WITH NEW
7. REPLACE EXISTING TOWEL BAR, HOOKS AND ACCESSORIES WITH NEW
8. INSTALL NEW LINOLEUM OR SHEET VINYL OVER EXISTING FLOORING
9. PAINT INTERIOR OF BATHROOM WITH SEMI-GLOSS PAINT
10. REPLACE EXISTING OUTLETS WITH GFI OUTLETS
11. AT ACCESSIBLE UNITS - ENLARGE BATHROOM TO ACCOMODATE TURNAROUND SPACE
12. AT ACCESSIBLE UNITS - ENLARGE KITCHEN TO ACCOMODATE REQUIRED CLEARANCES
13. REMOVE EXISTING WALL HEATER - CAP AND INFILL

LIVING ROOM:

1. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING
2. INSTALL NEW 4" COVE BASE THROUGHOUT
3. PAINT ALL INTERIOR WALLS AND CEILINGS
4. REPLACE EXISTING LIGHT FIXTURES WITH NEW SURFACE MOUNTED FLOUR. FIXTURES
5. REPLACE EXISTING CLOSET DOORS WITH NEW
6. REPLACE EXISTING CLOSET SHELF AND POLE WITH NEW (HIGH AND LOW FOR ADA)
7. AT ACCESSIBLE UNITS - INSTALL HIGH AND LOW PEEP HOLE AT ENTRY DOOR
8. INSTALL NEW LEVER HARDWARE AT INTERIOR DOORS
9. INSTALL NEW LEVER HARDWARE AT EXISTING ENTRY DOOR
10. INSTALL NEW ACCESSIBLE THRESHOLD AT ENTRY DOOR
11. INSTALL NEW HARDWIRED DOORBELL AT ALL UNITS
12. INSTALL NEW HARDWIRED AUDIBLE AND VISUAL DOORBELLS AT 2% OF AUDIBLE UNITS
13. REPLACE EXISTING WALL MOUNT AC UNIT AND REPLACE WITH PTAC UNIT
14. REPLACE EXISTING WINDOW AT LIVING ROOM TO COMPLY WITH EGRESS REQUIREMENTS
15. REMOVE EXISTING WALL HEATER - CAP AND INFILL
16. EXISTING LIGHT SWITCHES NEED TO BE LOWERED TO 48" A.F.F.
17. EXISTING WALL OUTLETS NEED TO BE RAISED TO 18" A.F.F.

#5.

SCOPE OF WORK AT COMMON AREAS:

1. CLEAN EXISTING TILE FLOORING AT REC. ROOM
2. INSTALL NEW 4" COVE BASE THROUGHOUT
3. INSTALL NEW RAMP TO EQUIP. ROOM
4. DEMO EXISTING BATHROOM AND ENLARGE TO BE ACCESSIBLE
5. PROVIDE NEW GRAB BARS, LAV, FIXTURES AND WC (LOW FLOW), ACCESSORIES, FLOOR TILE AND WAINSCOT, INTERIOR PAINT AND LIGHTING AT REC. ROOM BATHROOM
6. REPLACE EXISTING SLIDING GLASS DOORS WITH ACCESSIBLE "FRENCH DOORS" WITH LEVER HARDWARE AND ACCESSIBLE THRESHOLD.
7. REPLACE EXISTING LIGHT FIXTURES WITH NEW FLOUR. FIXTURES
8. REPLACE EXISTING KITCHENNETTE WITH NEW ACCESSIBLE CABINETRY AND FIXTURES
9. INSTALL NEW LINOLEUM FLOORING OVER EXISTING AT LAUNDRY
10. REPLACE EXISTING LIGHT FIXTURES AT LAUNDRY
11. INSTALL NEW EXHAUST SYSTEM AT LAUNDRY
12. PAINT INTERIOR WALLS AND CEILING AT LAUNDRY
13. INSTALL NEW SURFACE MOUNTED FIRE EXINGUISHERS EVERY 75 L.F. THROUGHOUT BUILDING
14. UPGRADE EMERGENCY LIGHITING TO COMPLY WITH CURRENT CODE
15. INSTALL NEW SIGNAGE WITH BRAILLE FOR UNITS, STAIRWAYS, EXIT AND ALL MISC. ROOMS

EXTERIOR:

1. PAINT EXTERIOR OF BUILDING
2. PAINT ALL METAL WORK
3. REPLACE EXISTING EXTERIOR LIGHTING WITH NEW
4. DEMO EXISTING ROOF AND REPLACE WITH TPO ROOFING
5. PROVIDE NEW FLASHING AND COPING AT ROOF THROUGHOUT
6. REMOVE EXISTING MAILBOX AND INTSTALL NEW PEDSTAL MAILBOX NEXT TO REC ROOM
7. REMOVE EXISTING PEDESTRIAN GATE AND INSTALL NEW ADA COMPLIANT GATE WITH LEVER HARDWARE
8. DEMO EXISTING HARDSCAPE - PROVIDE NEW SLAB ON GRADE AND RAMPS THROUGHOUT TO ACCOMODATE AN ACCESSIBLE PATH OF TRAVEL
9. PROVIDE NEW DROUGHT TOLERANT LANDSCAPING AND IRRIGATION DESIGN
10. INSTALL NEW EGRESS LIGHTING AND EXIT SIGNS IN COMPLIANCE WITH CODE

ST. TIMOTHY & MANOR SENIOR APARTMENTS
425 S. OLEANDER STREET
COMPTON, CA 90220
GENERAL SCOPE OF WORK

ST. TIMOTHY TOWER
91 - SINGLE UNITS
21 - 1 BEDROOM UNITS
TOTAL: 112 UNITS

REQUIRED ACCESSIBLE UNITS (5%): 6 UNITS
REQUIRED AUDIBLE UNITS (2%): 3 UNITS

SCOPE OF WORK AT UNITS:
KITCHEN:

1. DEMO EXISTING KITCHEN, INSTALL NEW ACCESSIBLE KITCHEN
2. RELOCATE EXISTING ELECTRICAL PANEL TO ADJACENT WALL
3. DEMO EXISTING CLOSET ADJACENT TO KITCHEN - BUILD NEW WALL TO ACCOMODATE REFRIGERATOR
4. INSTALL NEW ENERGY STAR APPLIANCES AND LOW FLOW FIXTURES
5. INSTALL NEW GFI OUTLETS

BATHROOM:

1. REMOVE AND REPLACE EXISTING LAV, FIXTURES AND W.C. WITH NEW (LOW FLOW)
2. INSTALL GRAB BARS AND SHOWER ACCESSIBLE ACCESSORIES AT 5% OF UNITS
3. REPLACE FIBERGLASS SHOWERS WITH NEW
4. INSTALL NEW MECHANICAL EXHAUST SYSTEM WITH HUMIDISTAT
5. REPAIR EXISTING EMERGENCY PULL CHORD SYSTEM AS REQUIRED
6. REPLACE EXISTING LIGHTING WITH NEW FLOUR. FIXTURE
7. REPLACE EXISTING MED. CABINET WITH NEW
8. REPLACE EXISTING TOWEL BAR, HOOKS AND ACCESSORIES WITH NEW
9. INSTALL NEW LINOLEUM OR SHEET VINYL OVER EXISTING FLOORING
10. PAINT INTERIOR OF BATHROOM WITH SEMI-GLOSS PAINT
11. REPLACE EXISTING OUTLETS WITH GFI OUTLETS

LIVING ROOM:

1. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING
2. INSTALL NEW 4" COVE BASE THROUGHOUT
3. PAINT ALL INTERIOR WALLS AND CEILINGS
4. REPLACE EXISTING LIGHT FIXTURES WITH NEW SURFACE MOUNTED FLOUR. FIXTURES
5. REPLACE EXISTING CLOSET DOORS WITH NEW
6. REPLACE EXISTING CLOSET SHELF AND POLE WITH NEW (HIGH AND LOW FOR ADA)
7. AT ACCESSIBLE UNITS - INSTALL HIGH AND LOW PEEP HOLE AT ENTRY DOOR
8. INSTALL NEW LEVER HARDWARE AT INTERIOR DOORS
9. INSTALL NEW LEVER HARDWARE AT EXISTING ENTRY DOOR
10. INSTALL NEW ACCESSIBLE THRESHOLD AT ENTRY DOOR
11. INSTALL NEW HARDWIRED DOORBELL AT ALL UNITS
12. INSTALL NEW HARDWIRED AUDIBLE AND VISUAL DOORBELLS AT 2% OF AUDIBLE UNITS
13. REPLACE EXISTING WALL MOUNT AC UNIT AND REPLACE WITH PTAC UNIT
14. PROVIDE NEW SILL UNDER WINDOW AT LOCATION OF PTAC
15. INFILL EXISTING HOLE AT WALL WHERE AC ACCURS WITH CONCRETE
16. REMOVE EXISTING WALL HEATER - CAP AND INFILL
17. REPAIR EXISTING EMERGENCY PULL CHORD SYSTEM AS REQUIRED

SCOPE OF WORK AT COMMON AREAS:

1. INSTALL NEW LVT FLOORING OVER EXISTING FLOOR AT CORRIDORS
2. INSTALL NEW 4" COVE BASE THROUGHOUT
3. INSTALL DROPPED DRYWALL CEILING AT CORRIDORS

4. REPLACE EXISTING WALL MOUNTED LIGHT FIXTURES AND REPLACE WITH NEW CLG FIXTURES
5. PAINT INTERIOR WALLS AND CEILING
6. INSTALL NEW SURFACE MOUNTED FIRE EXINGUISHERS EVERY 75 L.F. THROUGHOUT BUILDING
7. UPGRADE EMERGENCY LIGHITING TO COMPLY WITH CURRENT CODE
8. INSTALL NEW SIGNAGE WITH BRAILLE FOR UNITS, STAIRWAYS, EXIT AND ALL MISC. ROOMS
9. PAINT ALL STAIRWELLS
10. INSTALL NEW HANDRAILS AT STAIRS
11. REPLACE EXISTING LIGHTING WITH NEW CODE COMPLIANT FLOUR. FIXTURES AT STAIRWELLS
12. UPGRADE EXISTING PUSH BUTTONS AND CALLING SYSTEM AT ELEVATORS TO BE ADA COMPLIANT
13. PROVIDE NEW FINISHES AT INTERIOR ELEVATOR CABS INCLUDING: FLOOR, WALLS, LIGHTING AND NEW ACCESSIBLE GRAB BARS
14. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING AT LOBBY, RECREATION ROOM, OFFICES AND OTHER MISC. ROOMS
15. INSTALL NEW 4" COVE BASE THROUGHOUT
16. PAINT ALL INTERIOR WALLS AND CEILINGS
17. REPLACE EXISTING LIGHTING WITH NEW
18. PROVIDE NEW GRAB BARS, LAV, FIXTURES AND WC (LOW FLOW), AND ACCESSORIES AT COMMON AREA BATHROOMS
19. PROVIDE NEW
20. INSTALL PUSH BUTTON ADA DOOR OPENER AT LOBBY ENTRY
21. INSTALL NEW RECEPTION DESK
22. INSTALL NEW SHEET LINOLEUM FLOORING OVER EXISTING AT LAUNDRY ROOM
23. REMOVE AND REPLACE EXISTING LIGHTING WITH NEW AT LAUNDRY
24. REPAIR EXISTING EXHAUST SYSTEM AT LAUNDRY
25. PROVIDE NEW DROPPED DRYWALL CELINGS AT LAUNDRY

EXTERIOR:

1. PAINT EXTERIOR OF BUILDING
2. PAINT ALL METAL WORK
3. PROVIDE NEW DROUGHT TOLERANT LANDSCAPE DESIGN
4. PROVIDE NEW ADA PARKING STALL STRIPING
5. PROVIDE NEW TRASH CHUTE OVERHEAD COILING DOOR
6. PROVIDE NEW ACCESSIBLE CALL SYSTEM AT PEDESTRIAN ENTRY WITH "TTY" COMPONENTS
7. REMOVE AND REPLACE EXISTING PEDESTRIAN ENTRY GATE WITH NEW ACCESSIBLE GATE
8. PROVIDE NEW SENSORS FOR VEHICULAR GATE
9. REPLACE EXISTING EXTERIOR LIGHTING WITH NEW
10. DEMO EXISTING ROOF AND REPLACE WITH TPO ROOFING
11. PROVIDE NEW FLASHING AND COPING AT ROOF THROUGHOUT

wnc

January 14, 2015

Mr. Matthew Love
St. Timothy's Preservation LP
500 South Grand Avenue, 22nd Floor
Los Angeles, California 90071

Re: St. Timothy's Tower & Manor
Compton, California

Dear Mr. Love:

Thank you for giving us the opportunity to present this offer to provide equity financing for St. Timothy's Tower & Manor. WNC & Associates, Inc. has been investing in affordable housing for over 40 consecutive years and has capital to invest in quality tax credit properties. We have acquired over $6.2 billion of real estate assets representing more than 1,200 properties nationwide.

This Letter of Understanding is designed to address the basic business terms under which WNC, on behalf of an affiliate (the "Investment Partnership") and WNC Housing, L.P., as the special limited partner (the "SLP"), will acquire limited partnership interests in St. Timothy's Preservation LP (the "Project Partnership") which owns St. Timothy's Tower & Manor. Based on the terms specified below, the Investment Partnership and the SLP agree to make a capital contribution payment to the Project Partnership in the amount of $7,371,492 ("Capital Contribution") (includes the SLP's Capital Contribution) based on a price of $0.99 for each dollar of Tax Credits allocated to the Investment Partnership over the Tax Credit Period. The Capital Contribution will be payable in installments based upon the schedule and conditions set forth below:

1. $1,778,365 will be payable upon the Investment Partnership's admittance into the Partnership.

2. $368,688 will be payable upon the later of December 10, 2015 or the Investment Partnership's receipt and approval of the following: (a) documents substantiating lien free construction completion; (b) the issuance of a permanent certificate of occupancy; (c) payoff letter from the contractor; and (d) insurance required during operations.

3. $737,376 will be payable upon the later of January 10, 2016 or the Investment Partnership's receipt and approval of the following: (a) fully signed permanent mortgage documents; (b) verification the Project Partnership has maintained a debt service coverage of 1.20 for 90 consecutive days; (c) an updated title insurance policy; (d) 100% tax credit qualified occupancy and 90% actual occupancy for 90 consecutive days; (e) construction cost certification; and (f) an as-built survey.

4. $4,464,428 will be payable upon the later of April 10, 2016 or the Investment Partnership's receipt and approval of the following: (a) verification that all the conditions referenced above have been met; (b) tenant files to determine that 100% of the tax credit apartment units in the Apartment Complex qualify under Section 42 of the Internal Revenue Code; (c)

a fully executed IRS Form 8609; (d) the first year tax return in which Tax Credits are taken; and (e) a copy of the Project Partnership's property audited financial statement.

5. $25,000 will be payable upon the SLP receipt and approval of initial tenant files.

Funds from the Capital Contribution payments through completion of construction will be used to pay acquisition, hard and soft costs, including up to 15% of the cash portion of the development fee (subject to underwriting). Funds will be held by WNC or the construction lender and disbursed to the Project Partnership or the contractor upon the submission of draw requests.

A. ASSUMPTIONS

1. The Project Partnership will own, or owns, a 135 unit, rehabilitated apartment complex intended for use as elderly housing in Compton, California (the "Apartment Complex"). The Project Partnership will be party to a 15 year project-based Section 8 HAP contract for 100% of the apartments for a minimum term of the compliance period. The Project Partnership is duly formed and validly existing under the laws of the State of California. The Project Partnership holds, or will hold, legal title to the Apartment Complex as evidenced by an Owners ALTA Title Insurance Policy.

The general partner (the "General Partner") and an acceptable guarantor (identified below) shall have sufficient financial resources to meet the obligations required by the Investment Partnership.

- St. Timothy's Preservation LP

The Apartment Complex will be managed by a property management company that is experienced in managing tax credit properties.

2. The Project Partnership will obtain permanent mortgage financing from a qualified commercial lender(s). Permanent mortgage loan(s) shall have a fixed interest rate and must be approved by the SLP. The Project Partnership will maintain a debt service coverage of 1.20, excluding any "soft" debt that is payable only from available cash flow based on an operating budget approved by the SLP. The first mortgage loan will be from a qualified lender in the amount of $9,403,000 for a term of 35 years at an interest rate equal to 4.75% and amortized over 420 months. The second mortgage loan will be from a Seller Note in the amount of $2,750,000 for a term of 40 years at a compound interest rate equal to 3.32% with no payments of principal or interest until maturity. The second mortgage may also be payable from available cash flow. At closing, a contribution in the amount of $318,087 from the transfer of existing reserves will be demonstrated. In addition, $487,316 of income during operations has been presented during the construction period to balance sources and uses of the deal; any amount less than that identified shall be deferred developer fee. All of the permanent debt financing for the Project will be nonrecourse to the Project Partnership and its partners. None of the permanent debt financing constitutes related party debt. No financing secured in whole or in part by the property may be cross-collateralized or cross-defaulted with any other financing. In addition, the permanent loan commitment or documents evidencing the permanent loan must not require any on going debt coverage maintenance provisions.

We have utilized the above referenced loan terms in order to determine pricing. In the event that any of the terms change prior to the Investment Partnership's admission into the Project Partnership, then an adjustment in price may need to be made in order to ensure a consistent yield.

3. The housing tax credits, depreciation, operating profits, and losses shall be allocated 99.99% to the Investment Partnership and SLP and 0.01% to the General Partner. This allocation assumes that the local state statutes allow for this structure.

4. The construction and rent-up schedule will be as follows:

Start Construction	4/1/2015
Complete Construction	12/1/2015
100% Qualified Occupancy	4/1/2015

5. The allocation of Tax Credits to the Apartment Complex, the Investment Partnership, and SLP shall be as follows:

(a) Total Tax Credits to Apartment Complex during Tax Credit Period	$7,446,697
(b) Total Tax Credits to Investment Partnership and SLP during Tax Credit Period (99.99%)	$7,445,952
(c) Annual Tax Credits to Investment Partnership and SLP during Tax Credit Period	$497,201 for 2015 $744,595 for 2016 – 2024 $247,394 for 2025

We have utilized this projected schedule in order to determine pricing. In the event that this schedule changes prior to the Investment Partnership's admission into the Project Partnership, then an adjustment in price may need to be made in order to ensure a consistent yield.

6. During construction, the Project Partnership shall obtain liability insurance and the Investment Partnership shall be named as an additional insured. In addition, the Investment Partnership shall be named as an additional insured on the contractor's builder's risk insurance and liability insurance. The contractor shall also maintain workers' compensation. During operations, the Project Partnership shall obtain liability coverage, hazard coverage, business interruption coverage and worker's compensation (all insurance collectively referred to as "insurance"). The Investment Partnership shall be a named insured on all the insurance policies. All such insurance policies shall be purchased from a company rated A or better for financial safety by A.M. Best or Standard & Poor's, and shall prohibit cancellation without at least a 30 day prior written notice to the Investment Partnership. The Project Partnership shall also carry an umbrella liability insurance policy.

B. ADJUSTMENTS

1. The total Capital Contribution will be adjusted in the event that the total tax credits to the Investment Partnership and the SLP are different than the amount set forth above in Section A.5 (b) based upon Form 8609. In this event, the Investment Partnership's and the SLP's capital contributions shall be adjusted so that it equals $0.99 of the actual total tax credits allocated to the Investment Partnership and the SLP during the Tax Credit Period. Notwithstanding the foregoing, any increase in the Capital Contribution of the Investment Partnership and the SLP shall be subject to the following: (a) the Investment Partnership having funds available to pay any such increase; (b) the price per credit will be the

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lesser of the actual price per credit paid at the closing of the Partnership Agreement or the current market price as determined by the Special Limited Partner; and (c) in no event will the Investment Partnership's additional Capital Contribution exceed 5% of its aggregate Capital Contribution.

2. In the event the tax credits received by the Investment Partnership and SLP in 2015 and 2016 are less than the amount set forth in Section A.5(c) for these years, then the total Capital Contribution from the Investment Partnership and SLP shall be reduced by $0.89 of each dollar of tax credits below such amounts.

C. GUARANTEES AND RESERVES

1. The General Partner and an acceptable guarantor will guarantee: a) lien free completion of construction at a fixed price amount in accordance with the plans and specifications and the construction budget approved by the SLP; (b) the lease-up of the property and ensure the Project Partnership achieves three consecutive months of 1.20 debt service coverage; (c) the conversion of all permanent mortgages ("Permanent Mortgage Commencement"); (d) funding of all required reserves; and (e) all covenants, representations, and warranties of the General Partner pursuant to the Partnership Agreement. The Project Partnership shall bear the cost of the monthly construction inspections of the SLP's third party engineer. The SLP will provide invoices to the Project Partnership for payment and the Project Partnership will reimburse the SLP upon completion of construction.

2. The General Partner and acceptable guarantor will fund operating deficits ("Operating Loans") for five years following the later of: (a) Permanent Mortgage Commencement or (b) The achievement of three consecutive months of 1.20 debt service coverage (the "Operating Deficit Guarantee Period"); provided however, the Operating Deficit Guarantee Period shall not expire unless the Apartment Complex has achieved a 1.15 debt service coverage for the most recent period of 12 consecutive months based on an audit. The guarantee is for a maximum cumulative amount equal to twelve months operating expenses, including debt service and reserves. Such advances shall constitute interest-free loans repayable out of future cash flow or sale or refinancing proceeds as described in Sections D and E below.

3. The General Partner and an acceptable guarantor shall guarantee the annual Tax Credit amount.

4. In the event of a recapture of Tax Credits, the General Partner and an acceptable guarantor will fund any loss of Tax Credit and associated costs that are incurred during the compliance period.

5. In the event the development fee is not paid in full from loan proceeds and/or Capital Contribution proceeds, then the unpaid portion of the development fee will be deferred, evidenced by a development fee agreement and payable to the developer, or designee (the "Developer"). If on the 14th anniversary of the placed-in-service date the deferred development fee has not been fully repaid, the General Partner and/or guarantor will be required to advance to the Project Partnership, as a guarantee payment, an amount equal to the unpaid balance of the deferred development fee so that the deferred development fee is repaid in full. The current estimated developer fee is $2,500,000. Should any fee be deferred, it may be paid from available cash flow.

6. The General Partner and the acceptable guarantor shall be obligated to repurchase the partnership interests of the Investment Partnership and the SLP in the Project Partnership as more fully described in the Partnership Agreement.

7. The General Partner and the acceptable guarantor hereby agree to indemnify and hold harmless the Project Partnership, the Investment Partnership, and the SLP, and their respective partners, directors, officers, employees, and agents from and against any and all liability directly or indirectly arising out of the use, generation, manufacture, storage, or disposal of Hazardous Substance on, under or about the project. The foregoing indemnification obligation of the General Partner and the acceptable guarantor shall survive the termination of the compliance period.

8. In the event that the property is not fully occupied at construction completion, the General Partner shall cause the Project Partnership to deposit into a rent up reserve account an amount equivalent to four months of rental income. The rent up reserve will be released upon 3 consecutive months of stabilized operations.

9. The Project Partnership will fund an operating deficit reserve account at closing in an amount equal to six (6) months of operating expenses, debt service and reserves. This account is to be used subsequent to the funding of all Operating Loans. Any unused portion of this reserve will be released to the Project Partnership upon the termination of the compliance period.

10. The General Partner shall cause the Project Partnership to deposit into a replacement and reserve account an annual amount equal to a minimum of $300 per unit per year (to be funded in twelve monthly installments) and escalated at 3% per year.

11. In the event the Partnership is the beneficiary of a project-based Section 8 contract, the General Partner may be required to establish a re-tenanting reserve in an amount to be determined upon completion of underwriting, for the purpose of providing adequate funds to re-lease the project and maintain breakeven operations through the compliance period in the event that such Section 8 contract is not renewed.

D. FEES AND CASH FLOW

Fees and net cash flow (after payment of operating expenses, debt service and reserves) will be allocated as follows:

1. To pay any Voluntary Funding made by the Investment Partnership;
2. To pay any unpaid tax credit adjusters;
3. To pay the Investment Partnership an annual Asset Management Fee equal to $5,000 increased by 3% per year, which shall accrue if not paid;
4. To pay the interest at 0% and then principal on the deferred development fee (as described in Section C.5), if any;
5. To pay any Operating Loans made by the General Partner (from 50% of the remaining cash flow);
6. 80% of the remaining cash flow to pay the General Partner Incentive Management Fee and the Tax Credit Compliance Fee; and
7. The balance 99.98% to the Investment Partnership, 0.01% to the SLP and 0.01% to the General Partner.

E. PROFITS, LOSSES, TAX CREDITS AND DISTRIBUTIONS

Profits, losses, and Tax Credits commencing with entry of the Investment Partnership and SLP as the limited partners of the Project Partnership shall be allocated 99.99% to the Investment Partnership and the SLP and 0.01% to the General Partner. Proceeds upon sale or refinancing of the Apartment Complex shall be distributed in the following sequence:

1. Retirement of mortgage debt (if applicable) and all expenses related to the transaction;
2. To pay any unpaid tax credit adjusters and any Voluntary Funding;
3. Payment of priority debts, Operating Loans, and reserves in accordance with state law; and
4. Thereafter 20% to the Investment Partnership and 80% to the General Partner.

F. FINANCIAL AND OTHER CONSIDERATIONS

1. By March 1st of each calendar year, including during construction, the General Partner shall provide to the Investment Partnership a copy of the Project Partnership's audited financial statement that shall be issued by an accounting firm experienced in auditing Tax Credit properties and approved by the SLP. The cost of such audits shall be considered as a cost of operations for the Project Partnership and shall be satisfied out of cash flow.

2. By February 20th of each calendar year, the General Partner will provide to the Investment Partnership all information necessary for the preparation of the Investment Partnership's income tax return. The Project will constitute "residential rental property" eligible for 27.5 year depreciation under the Internal Revenue Code.

3. Prior to admission, the Project Partnership, the Investment Partnership and/or the construction lender will establish a procedure for the disbursement of construction funds.

4. The general contractor will provide the Project Partnership with full payment and performance bonds. Subject to underwriting, a 15% (of total hard costs) letter of credit may be provided in lieu of payment and performance bonds.

5. The Project Partnership shall be responsible for legal fees associated with the preparation of the Partnership Agreement and other related documents incorporating the terms of this Letter of Understanding. Upon closing, the Partnership will furnish an invoice for such costs, which shall be payable from the first Capital Contribution. Additionally, in the event the Project Partnership is closed by WNC prior to the closing of the Investment Partnership, the General Partner will agree to additional commercially reasonable modifications to the existing terms of the Partnership Agreement at the time of closing if required by the investors in the Investment Partnership.

6. During rent-up, the General Partner will send to the Investment Partnership: (a) copy of the previous month's rent roll (through the last day of the month), (b) Tax Credit compliance certification reports and tenant certifications, (c) worksheet with copies of all initial tenant files including completed applications, completed questionnaires, documentation of third party verification of income and assets, and executed lease agreements.

7. Within thirty days of the end of each quarter, the General Partner will send to the Investment Partnership a report on operations including (a) Tax Credit compliance report, (b) unaudited income statement and balance sheet, and (c) rent roll and schedule of reserves, as of the end of the previous quarter. The General Partner shall provide financial statements or trial balances in a consistent, electronic file format to WNC or its designee.

8. The Project Partnership shall bear a portion of the cost of the SLP's market study, environmental study, plan and cost review, site visit and background investigation costs in the amount of $60,000.

9. On or before November 1 of each calendar year, the General Partner will send to the Investment Partnership a copy of the following year's proposed operating budget. Each such budget shall contain an amount required for reserves and for payment of real estate taxes, insurance, debt service, and other payments.

10. The Investment Partnership may provide voluntary loans or capital contributions ("Voluntary Funding") to the Project Partnership if it determines, in its sole discretion, that such funding would be of benefit to the Project Partnership or the Apartment Complex. If such Voluntary Funding is provided in the form of a loan, the terms of such loan shall be mutually satisfactory to the General Partner and the Investment Partnership and shall be evidenced by a written agreement.

G. **DUE DILIGENCE REVIEW**

1. Commencing upon the receipt in our offices of this executed Letter of Understanding and terminating 45 days after the date WNC has received the documents listed in the Due Diligence Checklist (provided by WNC's underwriting team), WNC shall have the exclusive right to acquire the interests in the Project Partnership. Accordingly, by executing this Letter of Understanding, you agree on your own behalf and on behalf of any persons associated with or employed by you or the Project Partnership, not to disclose any of the terms or provisions in this letter to any other person or entity other than those prospective parties having a direct and immediate need to review the information for the purpose of evaluating and underwriting the transaction.

2. The acquisition of the limited partnership interests in the Project Partnership is subject to the satisfactory review and approval of the Project Documents and is based on the Investment Partnership's admittance into the Partnership in a 90 day period from the execution date of this letter. If such admittance does not occur within this time frame, the Capital Contributions set forth in this Letter of Understanding may be recalculated based on the market conditions at the time of admittance. Notwithstanding the foregoing, the closing of the limited partnership interest in the Project Partnership may be simultaneous with the final upper tier investor's entry into the upper tier partnership.

3. Consistent with the TCAC Regulation Section 10322(h)(18), WNC shall not pay any fees or provide any other financial or other substantive benefit to a partnership developer unless all such fees or benefits are fully and completely disclosed to the California Tax Credit Allocation Committee in this LOU.

Again, thank you for considering WNC as your equity partner for St. Timothy's Tower & Manor. If this Letter of Understanding meets with your approval, please execute and return via fax or e-mail.

#5.

Very truly yours,

Lisa Castillo
Vice President - Originations

ACCEPTED BY:
St. Timothly's Preservation LP

By: Matthew Love

Date: 1-15-15

WNC

Commercial Lending Center

3267 W. Olympic Boulevard, Second Floor
Los Angeles, California 90006
Tel. (213) 235-3113
Fax (213) 406-8921

January 13, 2015

St. Timothy Tower and Manor
C/O BlueGreen preservation and Development, LLC
500 South Grand Avenue, 22nd Floor
Los Angeles, Ca 90071

Re: St. Timothy Tower and Manor
Rehab & Permanent Loans

Subject 4% tax credit project for the Rehabilitation phase and permanent loans of One Hundred Thirty Five (135) affordable senior housing units. For

Dear Ms. Lum:

Thank you for presenting to BBCN Bank, ("Bank") Borrower's request for a loan ("Loan") to Rehab 135 affordable senior housing units. Bank hereby offers this Letter of Interest ("LOI") to the purchase of $16,000,000 in tax exempt bond to be issued in connection with the project and to the construction and permanent loans on the following terms:

Loan Amount and type: The Loan will be a new 4% Tax exempt bond to be used for the construction loan ("Construction Loan") convertible upon the satisfaction of certain terms and conditions to a permanent term loan ('Permanent Loan'). Bank will fund the construction loan followed by a permanent loan subject to the terms and conditions outlined below.

Borrower: St. Timothy Preservation, LP a California Limited Partnership, with St. Timothy Tower and Manor as the Administrative General partner

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Project:	St. Timothy Tower and Manor, 135 senior housing units
Address:	425 S. Oleander Compton, Ca 90220

Construction Loan

Loan Amount:	Up to a maximum amount of $16,000,000 or 75% of acceptable appraisal, whichever is lower.
Collateral:	The Construction Loan shall be secured by a first trust deed recorded against the 135 senior housing units located at 425 S. Oleander Compton, Ca 90220.
Guarantees:	To Be Determined
Rate:	1% over WS Prime with 4.75% floor rate.
Monthly Payment:	Interest only on funds as disbursed, until maturity.
Maturity:	Twenty Four (24) months, subject to any extension options.
Origination Fee:	1.00% of the Construction Loan amount, due at recordation of Construction Loan.
Commitment Fee:	See section under Permanent Loan.
Extensions:	Subject to satisfaction of terms and conditions, one extension option shall be available for six (6) months, at a fee of 1.00% of the construction balance per annum.

Permanent Loan

Loan Amount:	Up to a maximum amount of $9,403,000 not to exceed 75% of appraised Decontrol Value.
Collateral:	The Permanent Loans shall be secured by a first trust deed recorded against the 21senior housing units located at 425 S. Oleander Compton, Ca 90220
Guarantees:	None—The Permanent Loan is non-recourse.

Rates:	Permanent loan: 4.75% fixed rate with a 1.15 DCR
Term/Amortization:	The Permanent Loan shall be amortized over thirty Five Years (35) years.
Maturity:	The Maturity Date for the Permanent Loan will be 35 years from closing.
Origination Fee:	One percent (1.00%) of the Permanent Loan amount. Of this amount, 0.50% is due at recordation of the Construction Loan, and 0.50% is due at conversion to Permanent Loan.
Assumption/Transfer:	Not permitted.
Debt Service Coverage (DSC):	Bond's DSC must be at least 1.15:1 for three consecutive months. DSC means – Properties Net Operating Income (Properties revenue less Properties operating expenses and reserves, as determined by BBCN Bank based on the lower of budgeted amounts or actual amounts) divided by sum of principal and interest payments and Issuer fees on Bond after Construction.
Occupancy:	Must be at 90% prior to conversion of construction to permanent loan
Availability:	Disbursements of the above-referenced Bond Amount will be made in BBCN Bank's sole discretion as Improvements are constructed.
Bank Expenses:	Borrower is responsible for payment of all expenses incurred by BBCN Bank, including legal documentation, appraisals, costs evaluation, inspections during construction and environmental review
Payments:	After conversion monthly installments of required debt service due on the first day of each month, at the close of escrow, Borrower will pay interest accruing between closing and the first day of the first month immediately following closing. Until conversion, Construction Loan will be payable interest only to ensure timely payments of debt service, an acceptable (to BBCN Bank in its sole discretion) method of advance payment will be devised.
Prepayments:	After conversion prepayment of principal in excess of amounts described herein will be subject to a yield maintenance charge. Such yield maintenance will equal the present value of the difference in debt service at an equivalent-term U.S. Treasury rate at the time of bond closing and

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debt service at an equivalent-term U.S. Treasury rate at time of prepayment for the remaining period of each bond series.

Replacement Reserve: $300 per unit.

Assignment: This "LOI" and the rights and obligations of the borrower shall not be assignable by the Borrower, by operation of law or otherwise, and any purported assignment by the Borrower shall be null and void.

Termination: The borrower's offer for a loan on the foregoing terms will expire December 31, 2015. The borrower may request us to extend our offer for three months from the original expiration date. The extension of the Bank's "LOI" is a sole option of the Bank.

Commitment: The Bank shall fund for the Construction and Permanent Loan **if and only if the Bank approves** all due diligence information deemed relevant by Bank including appraisals of the Project and final approval by the Bank's Board of Directors in its sole discretion.

Assignment: Borrower may not assign the offer or any interest therein without the consent of the Lender.

Expiration: This offer shall expire automatically, unless extended in writing by Lender, the earlier of December 31, 2015 or when the Borrower is informed that it did not receive an infill Infrastructure Grant Program Commitment.

CONDITIONS TO CLOSING:

None of the loan proceeds shall be released and no additional loan proceeds shall be advanced unless each of the following conditions is satisfied in the sole and absolute discretion of Bank:

1. Final plans, specifications and budget for the construction are approved by Bank;
2. Bank has approved the general contract and general contractor proposed by Borrower and the general contract is executed and delivered to the Bank;
3. All building permits and other governmental approvals necessary to complete the rehabilitation has been issued;
4. 100% payment and performance bond for all subcontractors with a contract in excess of $50,000. Performance bonds must be executed and delivered to the Bank.
5. Third party Company such as ABACUS to provide inspection during construction.
6. Bank or its consulting engineer has approved all plans, specifications and budgets for the construction & rehabilitation.

7. Evidence satisfactory to the Bank that all loans from government agency have been irrevocably committed to provide all amounts necessary to fund all construction budget deficits,
8. Proceeds from seller's note in the amount of $2,750,000
9. Developer's fee in the amount of $2,500,000 to be deferred during construction and $1,698,470 after conversion to permanent.
10. Net tax equity of no less than $7,371,492
11. Equity injection during construction of no less than $1,778,365
12. This LOI is subject to an acceptable appraisal(s), environmental report and final review and approval by BBCN Bank's Management Loan Committee & the Board of Directors.
13. Such other reasonable conditions that the Bank shall impose with respect to the initial funding of the loan have been satisfied.
14. Borrower represents and warrants to the lender that it will not take any action on the basis of this Letter without first notifying the Lender of its intended action in writing beforehand. Further, the Lender's obligation to provide the Construction & Perm Loans is expressly conditioned on the fact that there has been no material adverse change in the financial condition of the Borrower and/or the Guarantors or if any information submitted to Lender in connection with the Construction Loan shall prove to be false or misleading in any material respect, or if any bankruptcy, insolvency, receivership, or any other debtor's relief proceedings shall be commenced by or against the Borrower. This Letter supersedes any prior or previous Letters on this Project from the Lender.

If this Offer is not accepted pursuant to the execution and return of this letter within 30 days, it shall be considered withdrawn and, therefore void.

Thank you for the opportunity to be of service to you. Should you have any questions, please do not hesitate to contact me.

BBCN BANK

Hassan M. Bouayad,
Senior Vice President & Manager
Multifamily Affordable Housing

Agreed to and accepted:

St. Timothy Tower and Manor
By: BlueGreen Preservation & Development, LLC

ST. TIMOTHY'S MANOR

415-425 S. OLEANDER AVE.
COMPTON, CA 90220

135 UNIT AFFORDABLE SENIOR HOUSING

A DEVELOPMENT OF
ST TIMOTHY'S MANOR & BLUE/GREEN PRESERVATION & DEVELOPMENT
500 SOUTH GRAND AVENUE, 22ND FLOOR
LOS ANGELES, CA 90071

SCOPE OF WORK - ST. TIMOTHY'S MANOR

BUILDING ADVANTAGES
17 - STUDIO UNITS
04 - 1 BEDROOM UNIT
TOTAL: 21 UNITS

GENERAL
HAZARDOUS MATERIAL ABATEMENT
MOLD REMEDIATION
TERMITE REPORT AND REMARK AS REQUIRED
HOME ENERGY PERFORMANCE REPORT: ALL WORK SHALL BE FULLY COMPLIANT WITH THE REPORT TO REDUCE CURRENT ENERGY USAGE BY NOT LESS THAN 10%.
DRYROT REPAIR AND REPLACEMENT AS REQUIRED
INSTALL NEW HARDWIRED SMOKE DETECTORS IN ALL BEDROOMS AND HALLWAYS, INSTALL HARDWIRED CARBON MONOXIDE DETECTORS AT EACH APARTMENT, COMBO UNITS ARE ACCEPTABLE.
ALL RESIDENTIAL UNITS: REPLACE EXISTING WINDOWS WITH DUAL GLAZE WINDOWS
REQUIRED ACCESSIBLE UNITS (5%): 2 UNITS (1-STUDIO, 1-BEDROOM)
REQUIRED AUDIBLE UNITS (2%): 1 UNIT (1-STUDIO)

SCOPE OF WORK AT UNITS:
KITCHEN
1. DEMO EXISTING KITCHEN, INSTALL NEW ACCESSIBLE KITCHEN
2. DEMO EXISTING CLOSET ADJACENT TO KITCHEN - BUILD NEW WALL TO ACCOMODATE REFRIGERATOR (ADA KITCHENS)
3. INSTALL NEW SWING-UP ATAH (OPEN UNDER) AND LOW FLOW FIXTURES
4. INSTALL NEW GFI OUTLETS WITH DEDICATED CIRCUITS--AS REQUIRED

BATHROOM
5. REMOVE AND REPLACE EXISTING LAV, FIXTURES AND WC, WITH NEW (LOW FLOW)
6. INSTALL GRAB BARS AND SHOWER ACCESSIBLE ACCESSORIES AT 5% OF UNITS
7. EXISTING TUB TO REMAIN - INSTALL NEW GLAZED CERAMIC TILE OVER GEOMETTRIOUS BOARD AND WATERPROOF MEMBRANE
8. INSTALL NEW MECHANICAL EXHAUST FAN WITH HUMIDISTAT CONTROL
9. REPLACE EXISTING LIGHTING WITH NEW ENERGY STAR FIXTURE
10. REPLACE EXISTING MED. CABINET WITH NEW
11. REPLACE EXISTING TOWEL BAR, HOOKS AND ACCESSORIES WITH NEW
12. INSTALL NEW LINOLEUM OR SHEET VINYL OVER EXISTING FLOORING
13. PAINT INTERIOR OF BATHROOM WITH MILDEW-RESISTANT PAINT
14. REPLACE EXISTING OUTLETS WITH GFI OUTLETS
15. AT ACCESSIBLE UNITS - ENLARGE BATHROOM TO ACCOMODATE TURNAROUND SPACE
16. AT ACCESSIBLE UNITS - ENLARGE KITCHEN TO ACCOMODATE REQUIRED CLEARANCES
17. WINDOW FINISHING WALL NEAR TUB - CAP AND INFILL + INSTALL CEILING MOUNTING HEATER WITH WALL CONTROLS
18. IN ADA BATHROOMS ADD FIRE ALARM STROBES AND AUDIBLE ALARM

LIVING ROOM
19. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING
20. INSTALL NEW 4" COVE BASE THROUGHOUT
21. PAINT ALL INTERIOR WALLS AND CEILINGS
22. REPLACE EXISTING LIGHT FIXTURES WITH NEW SURFACE MOUNTED ENERGY STAR FIXTURES
23. REPLACE EXISTING CLOSET DOORS WITH NEW
24. REPLACE EXISTING CLOSET SHELF AND POLE WITH NEW (HIGH AND LOW FOR ADA)
25. AT ACCESSIBLE UNITS - INSTALL HIGH AND LOW PEEP HOLE AT ENTRY DOOR
26. INSTALL NEW LEVER HARDWARE AT INTERIOR DOORS
27. REPLACE ALL EXISTING ENTRY DOOR WITH NEW - PROVIDE SIGNAL ACTION LEVER HARDWARE AND HIGH & LOW PEEP HOLES AT ADA UNITS
28. INSTALL NEW ACCESSIBLE THRESHOLD AT ENTRY DOOR
29. INSTALL NEW HARDWIRED DOORBELL AT ALL UNITS
30. INSTALL NEW HARDWIRED FIRE ALARM STROBES, DOORBELLS AT ACCESSIBLE AND AUDIBLE UNITS & FIRE ALARM STROBES (AUDIBLE & VISUAL) IN ALL HABITABLE ROOMS & BATHROOMS
31. REPLACE EXISTING WALL MOUNT AC UNIT AND REPLACE WITH PTAC UNIT IN COMPLIANCE WITH ENERGY REPORT. UNIT TO BE ELECTRICALLY CONNECTED WITH WIREMOLD CONCEALMENT (NO EXPOSED CORD)
32. REPLACE EXISTING WINDOW AT LIVING ROOM TO COMPLY WITH EGRESS REQUIREMENTS
33. REMOVE EXISTING WALL HEATER - CAP AND INFILL - INSTALL CEILING MOUNTED HEATER WITH WALL CONTROLS
34. EXISTING LIGHT SWITCH NEED TO BE LOWERED TO 48" A.F.F. (ADA UNITS)
35. EXISTING WALL OUTLETS NEED TO BE RAISED TO 18" A.F.F. (ADA UNITS)

SCOPE OF WORK AT COMMON AREAS:
36. CLEAN EXISTING TILE FLOORING AT RBC ROOM
37. INSTALL NEW 4" COVE BASE THROUGHOUT
38. INSTALL NEW RAMP TO EQUIP. ROOM
39. DEMO EXISTING BATHROOM AND ENLARGE TO BE ACCESSIBLE
40. PROVIDE NEW GRAB BARS, LAV, FIXTURES AND WC (LOW FLOW), ACCESSORIES, FLOOR TILE AND WAINSCOT, INTERIOR PAINT AND LIGHTING AT RBC ROOM BATHROOM
41. REPLACE EXISTING SLIDING GLASS DOORS WITH ACCESSIBLE "FRENCH DOORS" WITH LEVER HARDWARE AND ACCESSIBLE THRESHOLD.
42. REPLACE EXISTING LIGHT FIXTURES WITH NEW ENERGY STAR FIXTURES
43. REPLACE EXISTING KITCHENETTE WITH NEW ACCESSIBLE CABINETRY AND FIXTURES
44. INSTALL NEW LINOLEUM FLOORING OVER EXISTING AT LAUNDRY
45. REPLACE EXISTING LIGHT FIXTURES AT LAUNDRY WITH HIGH EFFICACY LIGHTING
46. INSTALL NEW EXHAUST FAN AT LAUNDRY & CLEAN INTERIOR OF DUCTWORK
47. PAINT INTERIOR WALLS AND CEILING AT LAUNDRY
48. INSTALL NEW SURFACE MOUNTED FIRE EXTINGUISHERS EVERY 75 LF, THROUGHOUT BUILDING WITH ADA COMPLIANT INSTALLATION
49. UPGRADE EMERGENCY AND NORMAL POWER LIGHTING TO COMPLY WITH CURRENT CODE INCLUDING BUT NOT LIMITED TO REQUIRED LIGHTING LEVELS.
50. REMOVE AND REPLACE EXISTING SITE LIGHTING WITH NEW
51. INSTALL NEW SIGNAGE WITH BRAILLE FOR UNITS, STAIRWAYS, EXIT AND ALL MISC. ROOMS

EXTERIOR:
52. PAINT EXTERIOR OF BUILDING (3-COLOR MINIMUM)
53. PAINT ALL METAL WORK
54. REPLACE EXISTING EXTERIOR LIGHTING WITH NEW HIGH EFFICACY LIGHTING
55. DEMO EXISTING ROOF AND REPLACE WITH TPO ROOFING
56. PROVIDE NEW FLASHING AND COPING AT ROOF THROUGHOUT
57. REMOVE EXISTING MAILBOX AND INSTALL NEW PEDESTAL MAILBOX NEXT TO RBC ROOM
58. REMOVE EXISTING PEDESTRIAN GATE AND INSTALL NEW ADA COMPLIANT GATE WITH LEVER HARDWARE
59. DEMO EXISTING HARDSCAPE - PROVIDE NEW SLAB ON GRADE AND RAMPS THROUGHOUT TO ACCOMODATE AN ACCESSIBLE PATH OF TRAVEL
60. PROVIDE NEW DROUGHT TOLERANT LANDSCAPING AND IRRIGATION DESIGN
61. INSTALL NEW EGRESS LIGHTING AND EXIT SIGNS IN COMPLIANCE WITH CODE
62. PROVIDE NEW GUTTERS AND DOWNSPOUTS

SCOPE OF WORK - ST. TIMOTHY'S TOWER

ST. TIMOTHY TOWER
79 - SINGLE UNITS
73 - 1 BEDROOM UNITS
TOTAL: 114 UNITS

GENERAL
HAZARDOUS MATERIAL ABATEMENT
MOLD REMEDIATION
HOME ENERGY PERFORMANCE REPORT: ALL WORK SHALL BE FULLY COMPLIANT WITH THE REPORT TO REDUCE CURRENT ENERGY USAGE BY NOT LESS THAN 10%.
DRYROT REPAIR AND REPLACEMENT AS REQUIRED
INSTALL NEW HARDWIRED SMOKE DETECTORS IN ALL BEDROOMS AND HALLWAYS, INSTALL HARDWIRED CARBON MONOXIDE DETECTORS AT EACH APARTMENT, COMBO UNITS ARE ACCEPTABLE.
REQUIRED ACCESSIBLE UNITS (5%): 6 UNITS
REQUIRED AUDIBLE UNITS (2%): 3 UNITS

SCOPE OF WORK AT UNITS:
KITCHEN
1. DEMO EXISTING KITCHEN, INSTALL NEW ACCESSIBLE KITCHEN
2. RELOCATE EXISTING ELECTRICAL PANEL TO ADJACENT WALL (ADA KITCHENS)
3. DEMO EXISTING CLOSET ADJACENT TO KITCHEN - BUILD NEW WALL TO ACCOMODATE REFRIGERATOR (ADA KITCHENS)
4. INSTALL NEW ENERGY STAR APPLIANCES, LOW FLOW FIXTURES AND GARBAGE DISPOSAL
5. INSTALL NEW GFI OUTLETS WITH DEDICATED CIRCUITS - AS REQUIRED
6. INSTALL NEW EXHAUST GRILL, IN ADA KITCHENS, ADD RANGE HOOD AND EXHAUST THROUGH EXTERIOR WALL - PROVIDE SOFFIT

BATHROOM
7. REMOVE AND REPLACE EXISTING LAV, FIXTURES AND WC, WITH NEW (LOW FLOW)
8. INSTALL GRAB BARS AND SHOWER ACCESSIBLE ACCESSORIES AT 5% OF UNITS
9. REPLACE PRESENTLESS SHOWERS WITH NEW
10. INSTALL NEW EXHAUST FAN WITH HUMIDISTAT CONTROLS AT ADA UNITS - PROVIDE NEW GRILLE AND WORK ON 3 UNITS
11. REPAIR EXISTING EMERGENCY PULL CORD SYSTEM AS REQUIRED
12. REPLACE EXISTING LIGHTING WITH NEW ENERGY STAR FIXTURES
13. REPLACE EXISTING MED. CABINET WITH NEW
14. REPLACE EXISTING TOWEL BAR, HOOKS AND ACCESSORIES WITH NEW
15. INSTALL NEW LINOLEUM OR SHEET VINYL OVER EXISTING FLOORING
16. PAINT INTERIOR OF BATHROOM WITH MILDEW-RESISTANT PAINT
17. REPLACE EXISTING OUTLETS WITH GFI OUTLETS
18. IN ADA BATHROOMS ADD FIRE ALARM STROBES AND AUDIBLE ALARM

LIVING ROOM
19. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING
20. INSTALL NEW 4" COVE BASE THROUGHOUT
21. PAINT ALL INTERIOR WALLS AND CEILINGS
22. REPLACE EXISTING LIGHT FIXTURES WITH NEW SURFACE MOUNTED ENERGY STAR FIXTURES
23. REPLACE EXISTING CLOSET DOORS WITH NEW
24. REPLACE EXISTING CLOSET SHELF AND POLE WITH NEW (HIGH AND LOW FOR ADA)
25. AT ACCESSIBLE UNITS - INSTALL HIGH AND LOW PEEP HOLE AT ENTRY DOOR
26. INSTALL NEW LEVER HARDWARE AT ALL INTERIOR DOORS
27. REMOVE EXISTING HARDWARE AT ALL ENTRY DOORS - REPLACE WITH NEW LEVER HANDLES
28. INSTALL NEW ACCESSIBLE THRESHOLD AT ENTRY DOOR
29. INSTALL NEW HARDWIRED DOORBELL AT ALL UNITS
30. INSTALL NEW HARDWIRED FIRE ALARM AND AUDIBLE AND VISUAL DOORBELLS AT ACCESSIBLE AND 'O' AUDIBLE UNITS
31. REPLACE EXISTING WALL MOUNT AC UNIT AND REPLACE WITH PTAC UNIT IN COMPLIANCE WITH THE ENERGY REPORT.
32. PROVIDE NEW WALL UNDER WINDOW AT LOCATION OF PTAC
33. INFILL EXISTING HOLE AT WALL WHERE AC OCCUPIES WITH CONCRETE
34. REMOVE EXISTING WALL HEATER - CAP AND INFILL, PROVIDE NEW CEILING MOUNTED HEATER
35. REPAIR EXISTING EMERGENCY PULL CORD SYSTEM AT ALL LOCATIONS - PULL CORD SYSTEM IS REQUIRED AT BATHROOMS AND BEDROOMS

SCOPE OF WORK AT COMMON AREAS:
36. INSTALL NEW LVT FLOORING OVER EXISTING FLOOR AT CORRIDORS
37. INSTALL NEW 4" COVE BASE THROUGHOUT
38. INSTALL FLOORING SURROUND, CEILING AT CORRIDORS
39. REPLACE EXISTING WALL MOUNTED LIGHT FIXTURES AND REPLACE WITH NEW ENERGY STAR CLG FIXTURES
40. PAINT INTERIOR WALLS AND CEILING
41. INSTALL NEW SURFACE MOUNTED FIRE EXTINGUISHERS EVERY 75 LF, THROUGHOUT BUILDING WITH ADA COMPLIANT INSTALLATION
42. UPGRADE EMERGENCY AND NORMAL POWER LIGHTING TO COMPLY WITH CURRENT CODE INCLUDING BUT NOT LIMITED TO REQUIRED LIGHTING LEVELS
43. INSTALL NEW SIGNAGE WITH BRAILLE FOR UNITS, STAIRWAYS, EXIT AND ALL MISC. ROOMS
44. PAINT ALL STAIRWELLS
45. INSTALL NEW HANDRAILS AT STAIRS
46. REPLACE EXISTING LIGHTING WITH NEW CODE COMP. UNIT HIGH EFFICACY FIXTURES AT STAIRWELLS
47. UPGRADE EXISTING PUSH BUTTON AND CALLING SYSTEM AT ELEVATIONS TO BE ADA COMPLIANT. RE-FURNISH EXISTING ELEVATOR SYSTEM
48. PROVIDE NEW FINISHES AT INTERIOR ELEVATOR CABS INCLUDING: FLOOR, WALLS, LIGHTING AND NEW ACCESSIBLE GRAB BARS
49. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING AT LOBBY, RECREATION ROOM, OFFICES AND OTHER MISC. ROOMS
50. INSTALL NEW 4" COVE BASE THROUGHOUT
51. PAINT ALL INTERIOR WALLS AND CEILINGS
52. REPLACE EXISTING LIGHTING WITH NEW HIGH EFFICACY LIGHTING
53. PROVIDE NEW GRAB BARS, LAV, FIXTURES AND WC (LOW FLOW), AND ACCESSORIES AT COMMON AREA BATHROOM
54. PROVIDE NEW CORNER HANDRAILS
55. INSTALL PUSH BUTTON ADA DOOR OPENER AT LOBBY ENTRY
56. INSTALL NEW RECEPTION DESK WITH ELECTRICAL OUTLETS AND DATA PORTS
57. INSTALL NEW SHEET LINOLEUM FLOORING OVER EXISTING AT LAUNDRY ROOM
58. REPLACE EXISTING LIGHTING WITH NEW HIGH EFFICACY LIGHTING AND OCCUPANCY SENSORS AT LAUNDRY
59. REPAIR EXISTING EXHAUST FAN AT LAUNDRY
60. PROVIDE NEW DROPPED DRYWALL CEILINGS AT LAUNDRY
61. NEW PAINT AND NEW CHAIR RAIL ALONG CORRIDOR WALLS
62. DOMESTIC HOT WATER CENTRAL SYSTEM, REFURBISH AND/OR REPLACE AS REQUIRED

EXTERIOR:
63. PAINT EXTERIOR OF BUILDING (3-COLOR MINIMUM)
64. PAINT ALL METAL WORK
65. REPLACE WITH DROUGHT TOLERANT LANDSCAPE DESIGN
66. PROVIDE NEW ADA PARKING STALL STRIPING
67. PROVIDE NEW TRASH CHUTE ROOM OVERHEAD COILING DOOR
68. PROVIDE NEW ACCESSIBLE MAIL SYSTEM AT PEDESTRIAN ENTRY WITH "TTY" COMPONENTS
69. REMOVE AND REPLACE EXISTING PEDESTRIAN ENTRY GATE WITH NEW ACCESSIBLE GATE
70. PROVIDE NEW HANDRAILS FOR VEHICULAR GATE
71. REPLACE EXISTING EXTERIOR LIGHTING WITH NEW HIGH EFFICACY LIGHTING
72. DEMO EXISTING ROOF AND REPLACE WITH TPO ROOFING
73. PROVIDE NEW FLASHING AND COPING AT ROOF THROUGHOUT
74. CONVERT NEW PTAC UNITS WITH VERTICAL CONDENSATE RISERS MOUNTED TO EXTERIOR WALL PAINTED TO MATCH EXTERIOR FINISH PAINT COLOR, RISER TO TERMINATE IN A DRYWELL LOCATED IN THE LANDSCAPE AREA.

DESCRIPTION OF WORK

GENERAL NON-STRUCTURAL REHABILITATION OF EXISTING 8 STORY, 114 UNIT & 1 STORY, 21 UNIT AFFORDABLE SENIOR APARTMENT BUILDINGS.

WORK INCLUDES:
- INTERIOR REPAIRS AND ALTERATIONS
- ACCESSIBILITY IMPROVEMENTS AT COMMON AREAS, PATH OF TRAVEL AND PARKING
- ACCESSIBILITY RENOVATIONS TO 5% OF APARTMENT UNITS
- ACCESSIBILITY AND AUDIBLE/VISUAL RENOVATIONS FOR ALARM SYSTEMS TO 2% OF APARTMENT UNITS.
- EXTERIOR REPAIRS AND ALTERATIONS TO SITEWORK.
- NEW LANDSCAPING
- NEW ROOFING
- COMPLIANCE WITH THE HOME ENERGY PERFORMANCE REPORT TO REDUCE PRESENT ENERGY USAGE BY NOT LESS THAN 10%.

PROJECT DATA

	ST TIMOTHY'S MANOR	ST TIMOTHY'S TOWER
ADDRESS:	425 S. OLEANDER AVE. COMPTON, CA 90220	425 S. OLEANDER AVE. COMPTON, CA 90220
APN:	6161-021-011	6161-021-012
ZONE:	CORH	CORH
SITE AREA:	28,405 S.F.	17,246 S.F.
USE:	SENIOR AFFORDABLE APTS	SENIOR AFFORDABLE APTS
YEAR BUILT:	1963	1971
NUMBER OF UNITS:	17 - STUDIOS 4 - 1 BEDROOM 21 = TOTAL	41 - STUDIOS 73 - 1 BEDROOM 114 = TOTAL
STORIES:	1	8
SPRINKLERS	NO	NO
FIRE ALARM	YES	YES
AREA CALCULATIONS:		
BUILDING AREA	8,124 S.F.	7,784 S.F. PER FLOOR 61,810 S.F. (TOTAL)
RESIDENTIAL AREA:	6,499 S.F.	30,208 S.F.
COMMON AREA S.F. (offices/laundry/bedroom)	1213 S.F.	1,200 S.F.
COMMUNITY ROOM AREA:	361 S.F.	782 S.F.
UNIT TYPES:		
STUDIOS:	UNIT A: 17 UNITS: 264 S.F.	UNIT A: 15 UNITS: 400 S.F. UNIT B: 6 UNITS: 347 S.F. UNIT C: 5 UNITS: 451 S.F.
	TOTAL: 17 UNITS: 4,918 S.F.	TOTAL: 41 UNITS: 34,624 S.F.
1 BEDROOM:	UNIT B: 2 UNITS: 599 S.F. UNIT C: 2 UNITS: 401 S.F.	UNIT D: 16 UNITS: 535 S.F. UNIT E: 7 UNITS: 600 S.F.
	TOTAL: 4 UNITS: 1,972 S.F.	TOTAL: 23 UNITS: 13,934 S.F.

LEGAL DESCRIPTION

ST TIMOTHY'S MANOR:

LOT: 'M' CITY: REMON/CLUSTER: 20/20402 TRA: 0.01 TEMPLE AND WILSON TRACT 0.61 MORE OR LESS AC COM AT SE COR OF LOT 'M' MARK AND PITCH'S ADD 'M' H ON N LINE OF S 5 ACS OF E 1/2 CITY/MUN/TWP: REMON/CLUSTER: 20/ 20402

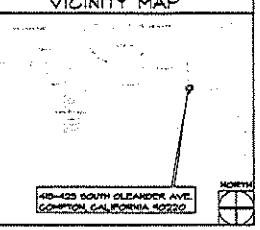
ST TIMOTHY'S TOWER:

LOT: 6 CITY: REMON/CLUSTER: 20/20402 TRA: 0.01 TEMPLE AND WILSON TRACT 0.01 MORE OR LESS AC COM AT SE COR OF NW 1/ 4 OF LOT 6TH 'H' 217.56 FT TO SC COR OF LOT 10 TR NO 12440 CITY/MUN/TWP: REMON/CLUSTER: 20/ 20402

SHEET INDEX

A1.00	COVER SHEET
A2.01	SITE PLAN/ LANDSCAPE PLAN
A2.02	FLOOR PLANS - ST TIMOTHY'S MANOR
A2.03	UNIT PLANS - ST TIMOTHY'S MANOR
A2.04	FLOOR PLANS - ST TIMOTHY'S TOWER
A2.05	FLOOR PLANS - ST TIMOTHY'S TOWER
A2.06	UNIT PLANS - ST TIMOTHY'S TOWER
A2.07	UNIT PLANS - ST TIMOTHY'S TOWER
A3.01	ELEVATIONS - TOWER & MANOR

VICINITY MAP



REVISIONS:

ARCHITECTS
BRBARCHITECTS
3200 Wilshire Blvd., Los Angeles 90010
323.386.4488 tel 323.386.4444 fax

A DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
&
BLUE/GREEN PRESERVATION & DEVELOPMENT

PROJECT NAME:
ST TIMOTHY'S MANOR
415-425 S. OLEANDER ST
COMPTON, CA 90220

TITLE:
COVER SHEET

LOS ANGELES ARCHITECT
REG. NO. C-12242
LICENSE EXPIRES 12-31-2013
STATE OF CALIFORNIA

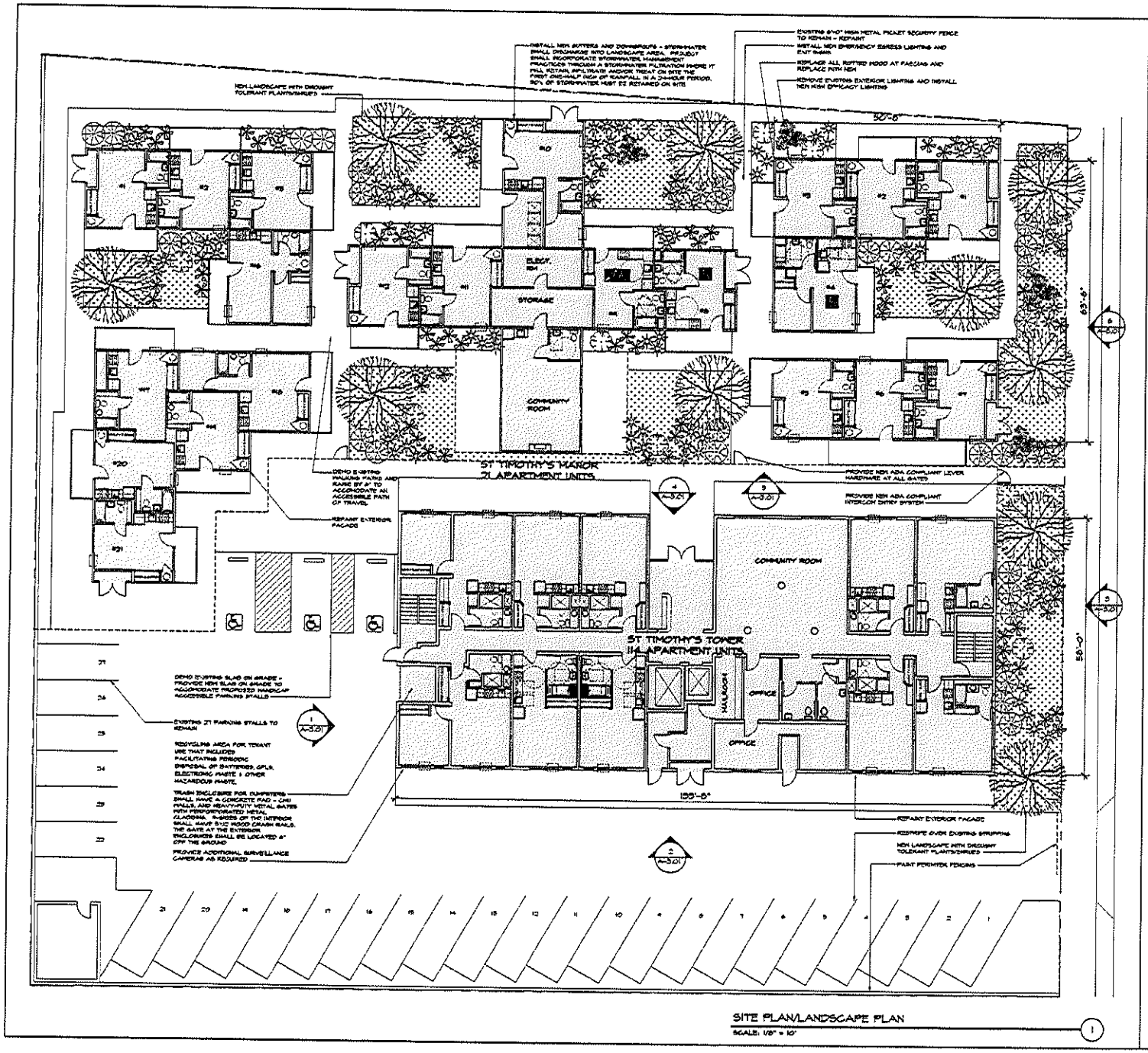
SCALE:

DATE: 1/4/13

SHEET NO.
A-1.00

#5.

#5.



SITE PLAN/LANDSCAPE PLAN
SCALE: 1/8" = 1'0"

LANDSCAPE - GREEN BUILDING GUIDELINES

- GROUP PLANTS BY WATER NEEDS (HYDROZONING). DIVIDE THE LANDSCAPE INTO ZONES OF LOW, MEDIUM, AND HIGH WATER USE TO PREVENT OVER-WATERING. PLACE THIRSTIER PLANTS IN SPOTS THAT NATURALLY COLLECT WATER. PLANT LARGER, PERIMETER AREAS WITH DROUGHT-ADAPTED SPECIES.
- EACH HYDROZONE SHALL BE CLEARLY DELINEATED ON THE SITE IRRIGATION AND PLANTING PLAN. INSTALL SEPARATE IRRIGATION VALVES FOR DIFFERENT ZONES.
- APPLY ORGANIC MULCH (NO ROCK OR RUBBER MULCH) AROUND ALL PLANTS AND TREES. USE SITE MADE MULCH OR FROM LOCAL SOURCES WITHIN A 30-MILE RADIUS. INSTALL A DEPTH OF MULCH TO ACCOUNT FOR SETTLING AND ENSURE THAT 3 INCH MINIMUM WILL BE MET.
- USE LESS WATER AND FERTILIZER AND AVOID CREATING RUNOFF BY CONSTRUCTING RESOURCE EFFICIENT LANDSCAPE. USE PLANTS AND TECHNIQUES THAT ARE SUITED TO LOCAL SOILS, RAINFALL AND CLIMATE.
- ELIMINATE ANY INVASIVE SPECIES FROM THE SITE BEFORE PLANTING.
- EXCLUDE ANY PLANT SPECIES FROM PLANTING PLAN THAT WILL REQUIRE SHEARING OR PRUNING. SELECT SPECIFIC PLANTS + PLANT LOCATION THAT WILL ALLOW THE PLANTS TO GROW TO THEIR NATURAL SIZE WITH VERY LIMITED SHEARING/PRUNING. SELECT TREES WITH MATURE HEIGHT OF LESS THAN 30 FEET WHEN PLANTING NEAR POWER LINES TO REDUCE PRUNING.
- INCORPORATE 75% OF PLANTS THAT ARE DROUGHT-TOLERANT, CALIFORNIA NATIVES, MEDITERRANEAN OR OTHER APPROPRIATE APPLIES. UTILIZE PLANTS THAT ARE DROUGHT-TOLERANT AND REQUIRE NO OR LITTLE IRRIGATION DURING THE DRY SEASON.
- INSTALL HIGH EFFICIENCY IRRIGATION SYSTEM TO PREVENT WATER RUNOFF AND OVERWATERING.
  - A. UTILIZE DRIP AND SUBSURFACE IRRIGATION, USE LOW-FLOW SPRINKLER HEADS.
    USE IRRIGATION SYSTEM THAT IS CONTROLLED BY EVAPOTRANSPIRATION SENSORS.
  - B. SEPARATE SHRUB AREAS EXCLUSIVELY WITH DRIP, BUBBLERS, OR LOW-FLOW SPRINKLERS.
  - C. INSTALL A SMART (WEATHER BASED) IRRIGATION CONTROLLER TO ADJUST THE FREQUENCY AND DURATION OF IRRIGATION TIMES IN RESPONSE TO CHANGING WEATHER AND SOIL MOISTURE.
- ADD TWO INCHES OF COMPOST IN THE TOP 6 TO 12 INCHES OF TOPSOIL BEFORE PLANTING.
- OBTAIN LANDSCAPE WITH AN IRRIGATION SYSTEM TO OPERATE WITHIN BUDGET AT LESS THAN OR EQUAL TO 70% REFERENCE EVAPOTRANSPIRATION. LANDSCAPE ARCHITECT WILL CALCULATE THE AMOUNT OF WATER NEEDED AT EFFECTIVE SITE TO COMPLY WITH WATER BUDGET.
- PROVIDE A COMMUNITY GARDEN ON SITE. THE COMMUNITY GARDEN WILL INCLUDE SOLAR ACCESS, FENCING, WATER SUPPLY, GARDEN BED PLAN, TOOL STORAGE, PLANTING AREAS, AND ACCESS TO PEDESTRIAN.

PLANT AND MATERIAL LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
	EXPOSE OCCIDENTALIS	WESTERN REDBUD 'CHITWOOD'	20' 30'	LOW
	CITRUS x LIMON 'MEYER'	MEYER LEMON	24" 30'	LOW
	CITRUS LIMETTIOIDES	SWEET LIME	24" 30'	LOW
	CITRUS x SINENSIS	SWEET ORANGE	24" 30'	LOW
	RUBUS ULMIFOLIUS 'VARIEGATUS'	POMEGRANATE	24" 10'	LOW
	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE 'STANDARD'	10' 50'	LOW
	POLYSTICHUM MUNITUM	ATSAN SWORD FERN	5 GAL.	LOW
	BOUGAINVILLEA	'KAMOKAZI' ICE BOUGAINVILLEA	5 GAL.	LOW
	CLIVIA MINIATA 'VARIEGATA'	MOUNT BAY CALIFORNIA LILAC	5 GAL.	LOW
	MISCANTHUS 'MORNING'	MORNING LIGHT MAIDEN GRASS	5 GAL.	LOW
	LANTANA x 'SUNBURST'	SUNBURST LANTANA	5 GAL.	LOW
	CAPSICUM ANNUM ANNUUM	HUNGARIAN WAXED PEPPER		
	MISCANTHUS PURPUREUM 'RUBY'	RUBY AUSTRALIAN PASS	5 GAL.	LOW
	PHILODENDRON SELLOUM	CHINESE STAR JASMINE	5 GAL.	MEDIUM
	CYCAS REVOLUTA	KING SAGO PALM		LOW
	OCIMUM BASILICUM	BASIL		
	MUHLENBERGIA CAPILLARIS 'REGALIS'	BLUE OAT GRASS	5 GAL.	

NO SPECIES MAY HELD IN ALL PLANTING AREAS, EXCEPT LAWN

REVISIONS

ARCHITECT
EREA GROUP
2350 Westwood Avenue, Los Angeles 90031
323.344.7888 FAX

A DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
&
BLUE SCREEN PRESERVATION II
DEVELOPMENT

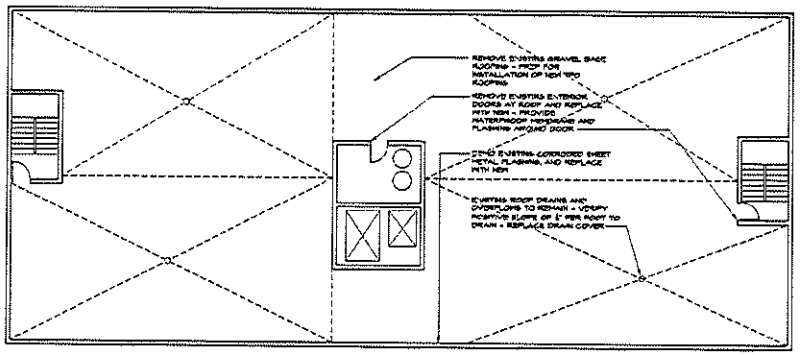
PROJECT NAME:
ST. TIMOTHY'S MANOR
43-425 S. GLENCOE ST.
COMPTON, CA 90220

TITLE:
SITE PLAN
LANDSCAPE PLAN

SCALE:

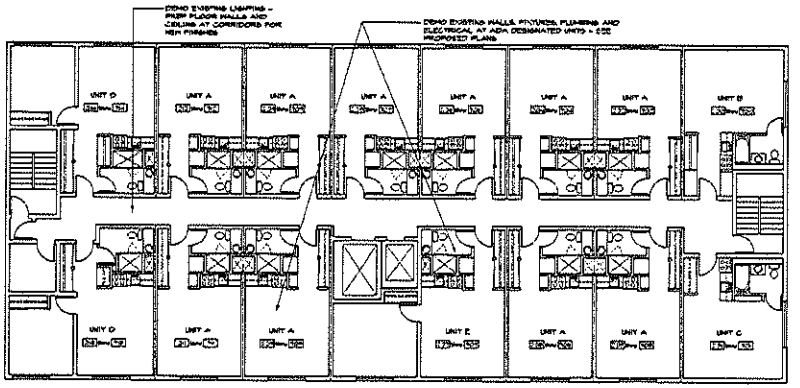
DRAWN: MM/DD

SHEET NO.
A-2.01



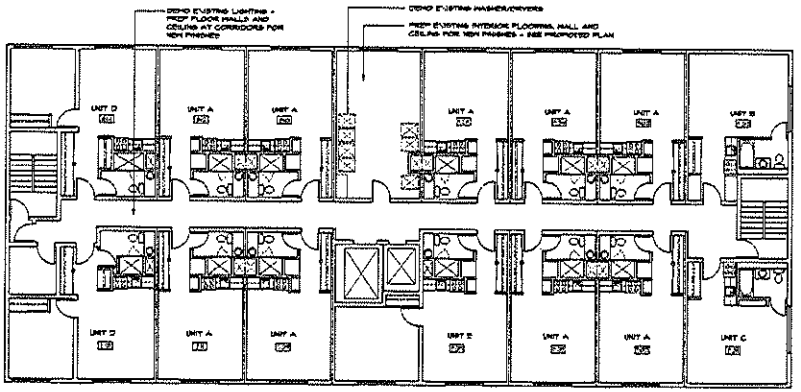
EXISTING/DEMO FLOOR PLAN - ST TIMOTHY — ROOF PLAN (1)

SCALE: 1/8" = 1'



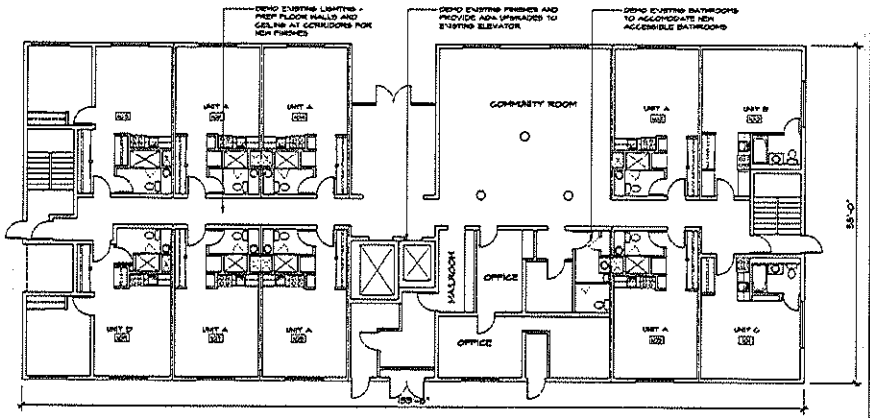
EXISTING/DEMO FLOOR PLAN - ST TIMOTHY — 2ND-7TH FLOOR (2)

SCALE: 1/8" = 1'



EXISTING/DEMO FLOOR PLAN - ST TIMOTHY — 8TH FLOOR (3)

SCALE: 1/8" = 1'



EXISTING/DEMO FLOOR PLAN - ST TIMOTHY — 1ST FLOOR (4)

SCALE: 1/8" = 1'

REVISIONS:

ARCHITECT: EPPEA GROUP

A DEVELOPMENT BY: ST. TIMOTHY'S MANOR & BLUE SHIELD PRESERVATION DEVELOPMENT

PROJECT NAME: ST TIMOTHY'S MANOR 433-439 & 4540-45 51ST COMPTON, CA 90220

TITLE: ST TIMOTHY'S TOWER FLOOR PLANS - DEMO

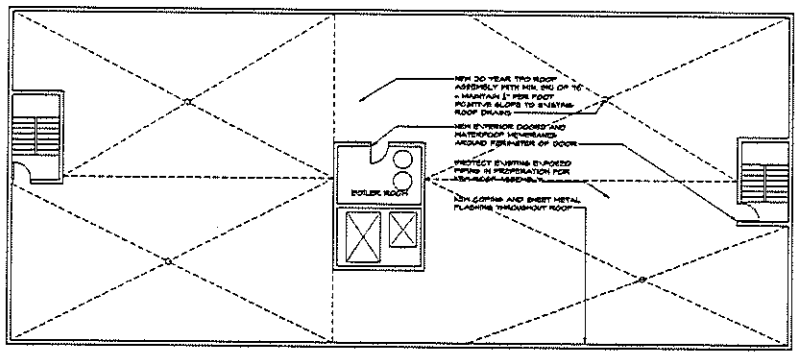
SCALE:

DATE:

SHEET NO.: A-2.04

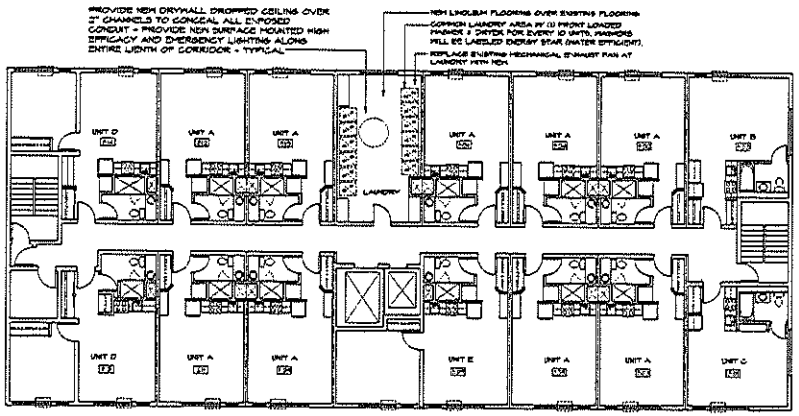
#5.

#5.



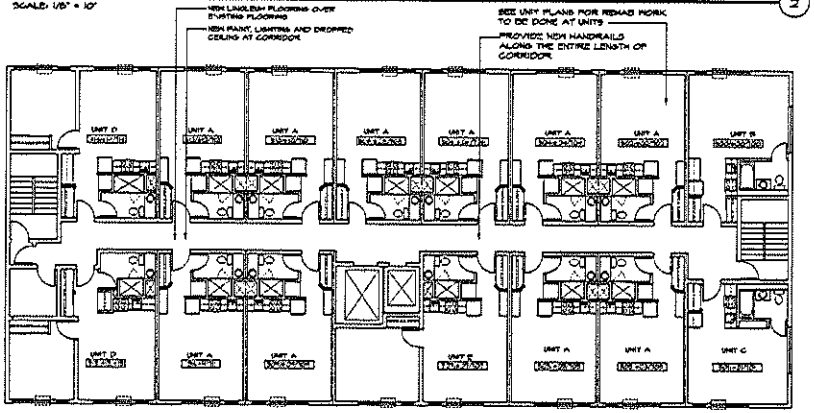
PROPOSED FLOOR PLAN - ST TIMOTHY — ROOF PLAN (1)

SCALE: 1/8" = 1'0"



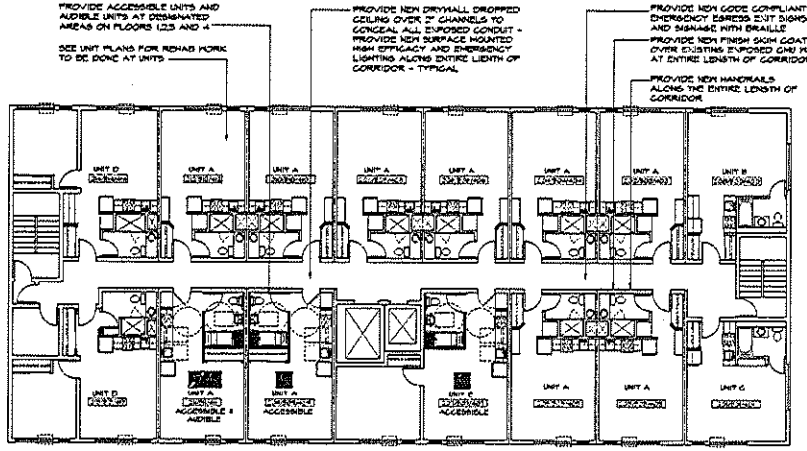
PROPOSED FLOOR PLAN - ST TIMOTHY — 8TH FLOOR (2)

SCALE: 1/8" = 1'0"



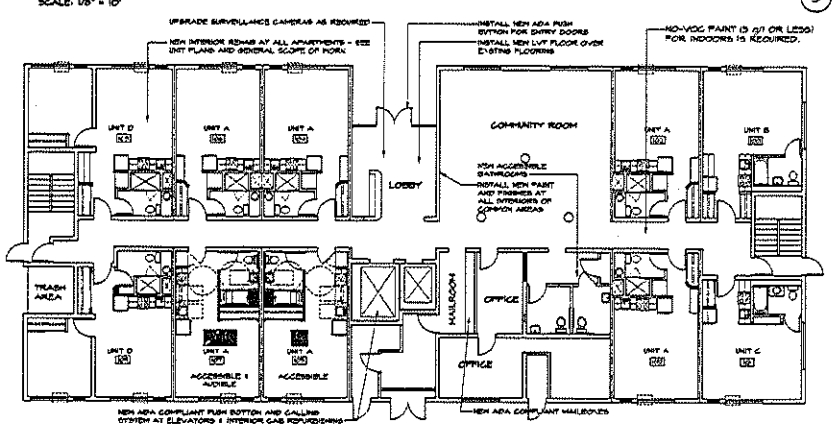
PROPOSED FLOOR PLAN - ST TIMOTHY — 5TH, 6TH, 7TH FLOOR (4)

SCALE: 1/8" = 1'0"



PROPOSED FLOOR PLAN - ST TIMOTHY — 2ND, 3RD, 4TH FLOOR (3)

SCALE: 1/8" = 1'0"



PROPOSED FLOOR PLAN - ST TIMOTHY — 1ST FLOOR (5)

SCALE: 1/8" = 1'0"

REVISIONS

Architects
BRAGG GROUP
3330 Wilshire Avenue, Los Angeles 90010
323.666.7788 323.666.7866 Fax

A DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
&
BLUE/GREEN PRESERVATION II
DEVELOPMENT

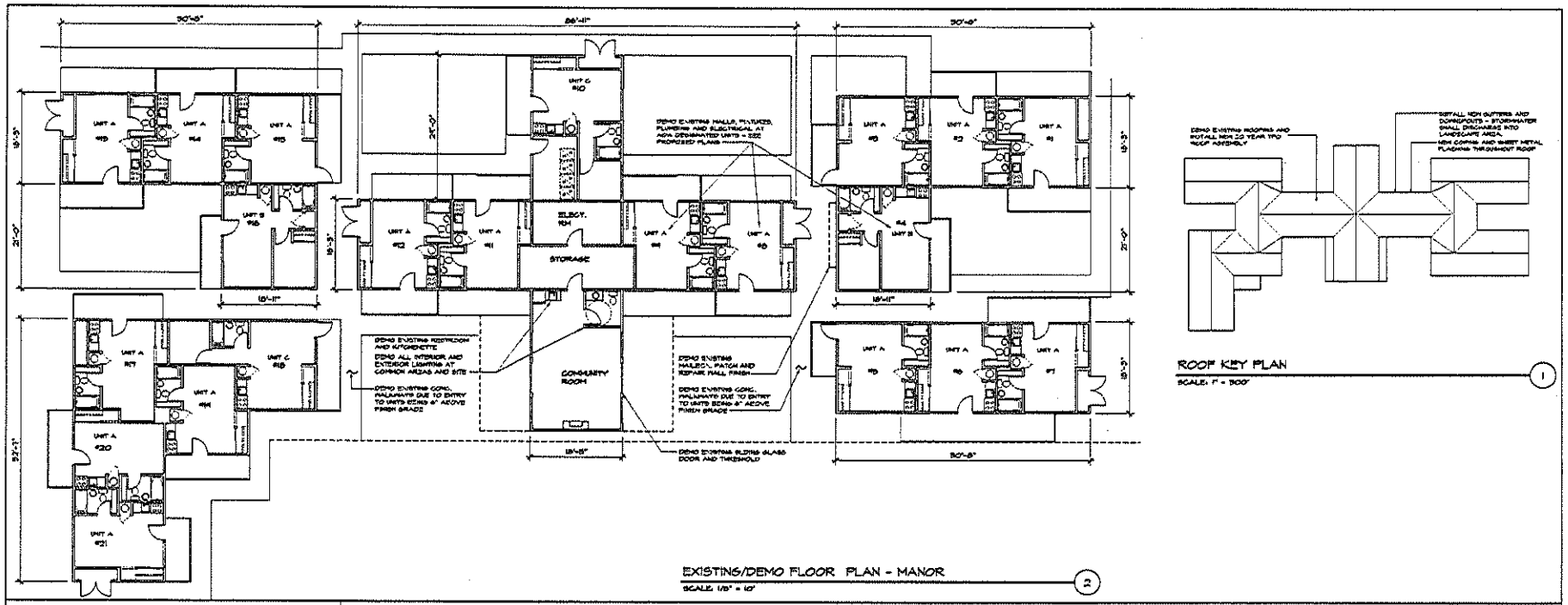
PROJECT NAME:
ST TIMOTHY'S MANOR
4545 E. COMPTON BLVD.
COMPTON, CA. 90220

TITLE:
ST TIMOTHY'S TOWER
FLOOR PLANS-PROPOSED

SCALE:

DATE: 1/4/18

SHEET NO.
A-2.05



ROOF KEY PLAN

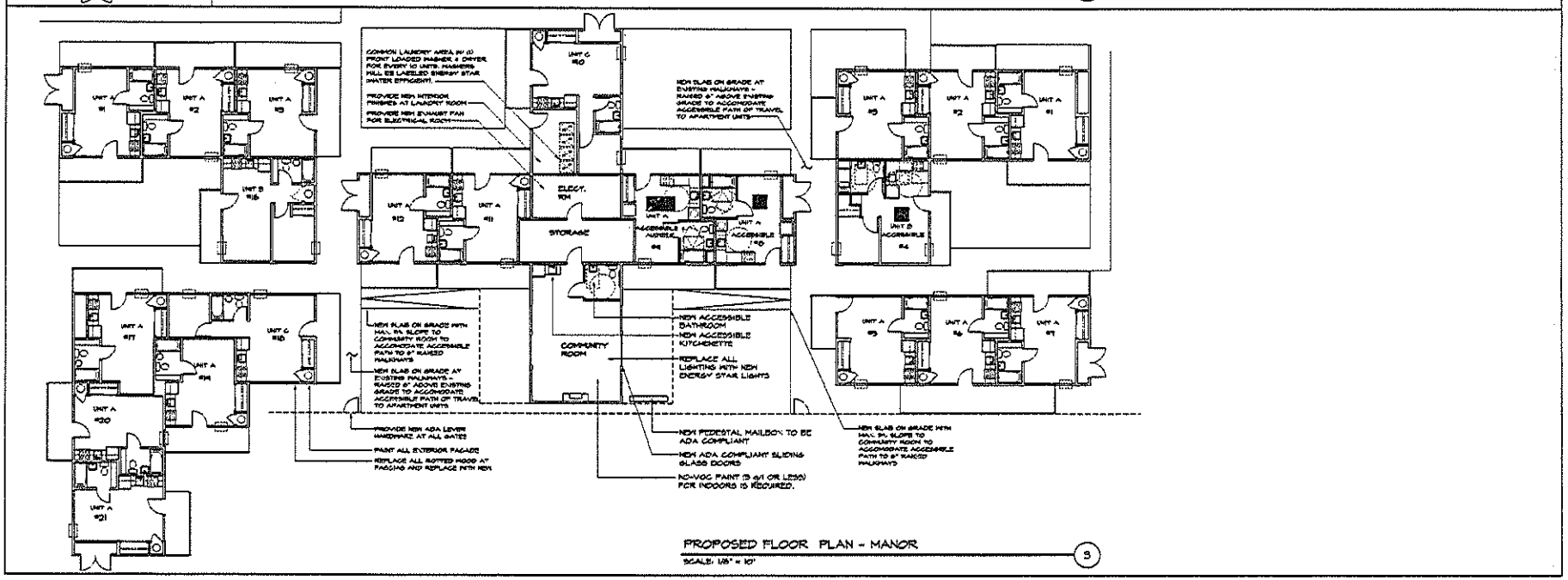
SCALE: 1" = 300'

1

EXISTING/DEMO FLOOR PLAN - MANOR

SCALE: 1/8" = 10'

2



PROPOSED FLOOR PLAN - MANOR

SCALE: 1/8" = 10'

3

REVISIONS:

ARCHITECT: EIP GROUP
2350 Yorba Avenue, Los Angeles 90031
323.441.7150 323.441.1064 FAX

A DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
&
BLUE GREEN PRESERVATION II DEVELOPMENT

PROJECT NAME:
ST TIMOTHY'S MANOR
4624-4628 COMPTON BLVD
COMPTON, CA 90220

TITLE:
ST TIMOTHY'S MANOR
FLOOR PLANS

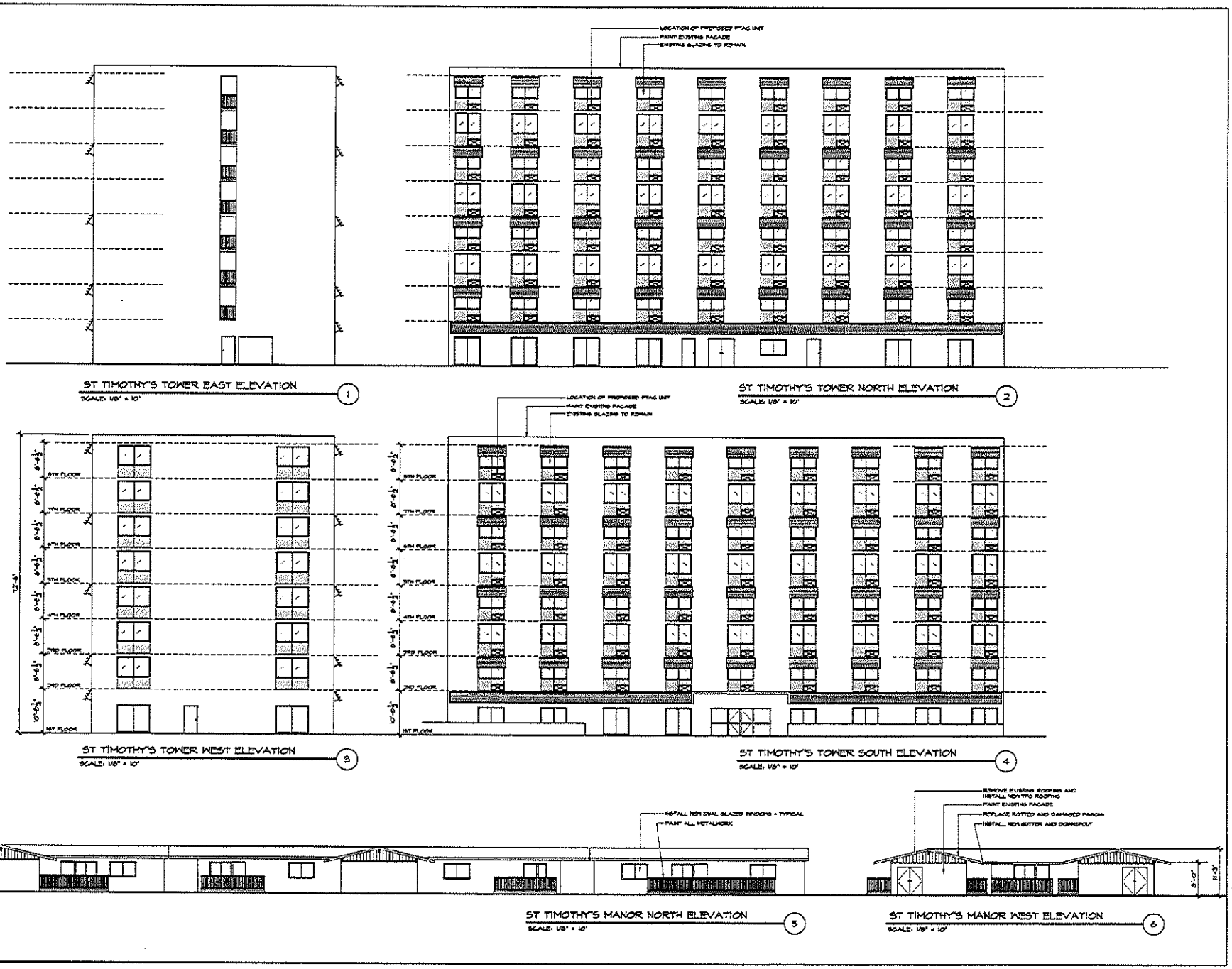
SCALE:

DATE: 1/4/19

SHEET NO:
A-2.02

#5.

#5.



REVISIONS

Architects RRM GROUP
2552 Wilshire Avenue, Los Angeles 90057
323 666 1783 323 666 1884 FAX

A DEVELOPMENT BY:
ST. TIMOTHY'S MANOR
BLUE/GREEN PRESERVATION & DEVELOPMENT

PROJECT NAME:
ST TIMOTHY'S MANOR
43-429 S. OLIVE ST
COMPTON, CA. 90221

TITLE:
ELEVATIONS

SCALE:

DATE: 1/16/15

SHEET NO.
A-3.01

ST. TIMOTHY & MANOR SENIOR APARTMENTS
425 S. OLEANDER STREET
COMPTON, CA 90220
GENERAL SCOPE OF WORK

MANOR APARTMENTS
17 - SINGLE UNITS
04 - 1 BEDROOM UNIT
TOTAL: 21 UNITS

REQUIRED ACCESSIBLE UNITS (5%): 2 UNITS (1-SINGLE, 1-1BEDROOM)
REQUIRED AUDIBLE UNITS (2%): 1 UNIT

SCOPE OF WORK AT UNITS:
KITCHEN:

1. DEMO EXISTING KITCHEN, INSTALL NEW ACCESSIBLE KITCHEN
2. DEMO EXISTING CLOSET ADJACENT TO KITCHEN - BUILD NEW WALL TO ACCOMODATE REFRIGERATOR
3. INSTALL NEW ENERGY STAR APPLIANCES AND LOW FLOW FIXTURES
4. INSTALL NEW GFI OUTLETS

BATHROOM:

1. REMOVE AND REPLACE EXISTING LAV, FIXTURES AND W.C. WITH NEW (LOW FLOW)
2. INSTALL GRAB BARS AND BATHTUB ACCESSIBLE ACCESSORIES AT 5% OF UNITS
3. EXISTING TUB TO REMAIN - INSTALL NEW GREENBOARD AND TILE AND WATERPROOFING
4. INSTALL NEW MECHANICAL EXHAUST SYSTEM WITH HUMIDISTAT
5. REPLACE EXISTING LIGHTING WITH NEW FLOUR. FIXTURE
6. REPLACE EXISTING MED. CABINET WITH NEW
7. REPLACE EXISTING TOWEL BAR, HOOKS AND ACCESSORIES WITH NEW
8. INSTALL NEW LINOLEUM OR SHEET VINYL OVER EXISTING FLOORING
9. PAINT INTERIOR OF BATHROOM WITH SEMI-GLOSS PAINT
10. REPLACE EXISTING OUTLETS WITH GFI OUTLETS
11. AT ACCESSIBLE UNITS - ENLARGE BATHROOM TO ACCOMODATE TURNAROUND SPACE
12. AT ACCESSIBLE UNITS - ENLARGE KITCHEN TO ACCOMODATE REQUIRED CLEARANCES
13. REMOVE EXISTING WALL HEATER - CAP AND INFILL

LIVING ROOM:

1. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING
2. INSTALL NEW 4" COVE BASE THROUGHOUT
3. PAINT ALL INTERIOR WALLS AND CEILINGS
4. REPLACE EXISTING LIGHT FIXTURES WITH NEW SURFACE MOUNTED FLOUR. FIXTURES
5. REPLACE EXISTING CLOSET DOORS WITH NEW
6. REPLACE EXISTING CLOSET SHELF AND POLE WITH NEW (HIGH AND LOW FOR ADA)
7. AT ACCESSIBLE UNITS - INSTALL HIGH AND LOW PEEP HOLE AT ENTRY DOOR
8. INSTALL NEW LEVER HARDWARE AT INTERIOR DOORS
9. INSTALL NEW LEVER HARDWARE AT EXISTING ENTRY DOOR
10. INSTALL NEW ACCESSIBLE THRESHOLD AT ENTRY DOOR
11. INSTALL NEW HARDWIRED DOORBELL AT ALL UNITS
12. INSTALL NEW HARDWIRED AUDIBLE AND VISUAL DOORBELLS AT 2% OF AUDIBLE UNITS
13. REPLACE EXISTING WALL MOUNT AC UNIT AND REPLACE WITH PTAC UNIT
14. REPLACE EXISTING WINDOW AT LIVING ROOM TO COMPLY WITH EGRESS REQUIREMENTS
15. REMOVE EXISTING WALL HEATER - CAP AND INFILL
16. EXISTING LIGHT SWITCHES NEED TO BE LOWERED TO 48" A.F.F.
17. EXISTING WALL OUTLETS NEED TO BE RAISED TO 18" A.F.F.

#5.

SCOPE OF WORK AT COMMON AREAS:

1. CLEAN EXISTING TILE FLOORING AT REC. ROOM
2. INSTALL NEW 4" COVE BASE THROUGHOUT
3. INSTALL NEW RAMP TO EQUIP. ROOM
4. DEMO EXISTING BATHROOM AND ENLARGE TO BE ACCESSIBLE
5. PROVIDE NEW GRAB BARS, LAV, FIXTURES AND WC (LOW FLOW), ACCESSORIES, FLOOR TILE AND WAINSCOT, INTERIOR PAINT AND LIGHTING AT REC. ROOM BATHROOM
6. REPLACE EXISTING SLIDING GLASS DOORS WITH ACCESSIBLE "FRENCH DOORS" WITH LEVER HARDWARE AND ACCESSIBLE THRESHOLD.
7. REPLACE EXISTING LIGHT FIXTURES WITH NEW FLOUR. FIXTURES
8. REPLACE EXISTING KITCHENNETTE WITH NEW ACCESSIBLE CABINETRY AND FIXTURES
9. INSTALL NEW LINOLEUM FLOORING OVER EXISTING AT LAUNDRY
10. REPLACE EXISTING LIGHT FIXTURES AT LAUNDRY
11. INSTALL NEW EXHAUST SYSTEM AT LAUNDRY
12. PAINT INTERIOR WALLS AND CEILING AT LAUNDRY
13. INSTALL NEW SURFACE MOUNTED FIRE EXINGUISHERS EVERY 75 L.F. THROUGHOUT BUILDING
14. UPGRADE EMERGENCY LIGHITING TO COMPLY WITH CURRENT CODE
15. INSTALL NEW SIGNAGE WITH BRAILLE FOR UNITS, STAIRWAYS, EXIT AND ALL MISC. ROOMS

EXTERIOR:

1. PAINT EXTERIOR OF BUILDING
2. PAINT ALL METAL WORK
3. REPLACE EXISTING EXTERIOR LIGHTING WITH NEW
4. DEMO EXISTING ROOF AND REPLACE WITH TPO ROOFING
5. PROVIDE NEW FLASHING AND COPING AT ROOF THROUGHOUT
6. REMOVE EXISTING MAILBOX AND INTSTALL NEW PEDSTAL MAILBOX NEXT TO REC ROOM
7. REMOVE EXISTING PEDESTRIAN GATE AND INSTALL NEW ADA COMPLIANT GATE WITH LEVER HARDWARE
8. DEMO EXISTING HARDSCAPE - PROVIDE NEW SLAB ON GRADE AND RAMPS THROUGHOUT TO ACCOMODATE AN ACCESSIBLE PATH OF TRAVEL
9. PROVIDE NEW DROUGHT TOLERANT LANDSCAPING AND IRRIGATION DESIGN
10. INSTALL NEW EGRESS LIGHTING AND EXIT SIGNS IN COMPLIANCE WITH CODE

ST. TIMOTHY & MANOR SENIOR APARTMENTS
425 S. OLEANDER STREET
COMPTON, CA 90220
GENERAL SCOPE OF WORK

ST. TIMOTHY TOWER
91 - SINGLE UNITS
21 - 1 BEDROOM UNITS
TOTAL: 112 UNITS

REQUIRED ACCESSIBLE UNITS (5%): 6 UNITS
REQUIRED AUDIBLE UNITS (2%): 3 UNITS

SCOPE OF WORK AT UNITS:
KITCHEN:

1. DEMO EXISTING KITCHEN, INSTALL NEW ACCESSIBLE KITCHEN
2. RELOCATE EXISTING ELECTRICAL PANEL TO ADJACENT WALL
3. DEMO EXISTING CLOSET ADJACENT TO KITCHEN - BUILD NEW WALL TO ACCOMODATE REFRIGERATOR
4. INSTALL NEW ENERGY STAR APPLIANCES AND LOW FLOW FIXTURES
5. INSTALL NEW GFI OUTLETS

BATHROOM:

1. REMOVE AND REPLACE EXISTING LAV, FIXTURES AND W.C. WITH NEW (LOW FLOW)
2. INSTALL GRAB BARS AND SHOWER ACCESSIBLE ACCESSORIES AT 5% OF UNITS
3. REPLACE FIBERGLASS SHOWERS WITH NEW
4. INSTALL NEW MECHANICAL EXHAUST SYSTEM WITH HUMIDISTAT
5. REPAIR EXISTING EMERGENCY PULL CHORD SYSTEM AS REQUIRED
6. REPLACE EXISTING LIGHTING WITH NEW FLOUR. FIXTURE
7. REPLACE EXISTING MED. CABINET WITH NEW
8. REPLACE EXISTING TOWEL BAR, HOOKS AND ACCESSORIES WITH NEW
9. INSTALL NEW LINOLEUM OR SHEET VINYL OVER EXISTING FLOORING
10. PAINT INTERIOR OF BATHROOM WITH SEMI-GLOSS PAINT
11. REPLACE EXISTING OUTLETS WITH GFI OUTLETS

LIVING ROOM:

1. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING
2. INSTALL NEW 4" COVE BASE THROUGHOUT
3. PAINT ALL INTERIOR WALLS AND CEILINGS
4. REPLACE EXISTING LIGHT FIXTURES WITH NEW SURFACE MOUNTED FLOUR. FIXTURES
5. REPLACE EXISTING CLOSET DOORS WITH NEW
6. REPLACE EXISTING CLOSET SHELF AND POLE WITH NEW (HIGH AND LOW FOR ADA)
7. AT ACCESSIBLE UNITS - INSTALL HIGH AND LOW PEEP HOLE AT ENTRY DOOR
8. INSTALL NEW LEVER HARDWARE AT INTERIOR DOORS
9. INSTALL NEW LEVER HARDWARE AT EXISTING ENTRY DOOR
10. INSTALL NEW ACCESSIBLE THRESHOLD AT ENTRY DOOR
11. INSTALL NEW HARDWIRED DOORBELL AT ALL UNITS
12. INSTALL NEW HARDWIRED AUDIBLE AND VISUAL DOORBELLS AT 2% OF AUDIBLE UNITS
13. REPLACE EXISTING WALL MOUNT AC UNIT AND REPLACE WITH PTAC UNIT
14. PROVIDE NEW SILL UNDER WINDOW AT LOCATION OF PTAC
15. INFILL EXISTING HOLE AT WALL WHERE AC ACCURS WITH CONCRETE
16. REMOVE EXISTING WALL HEATER - CAP AND INFILL
17. REPAIR EXISTING EMERGENCY PULL CHORD SYSTEM AS REQUIRED

SCOPE OF WORK AT COMMON AREAS:

1. INSTALL NEW LVT FLOORING OVER EXISTING FLOOR AT CORRIDORS
2. INSTALL NEW 4" COVE BASE THROUGHOUT
3. INSTALL DROPPED DRYWALL CEILING AT CORRIDORS

4. REPLACE EXISTING WALL MOUNTED LIGHT FIXTURES AND REPLACE WITH NEW CLG FIXTURES
5. PAINT INTERIOR WALLS AND CEILING
6. INSTALL NEW SURFACE MOUNTED FIRE EXINGUISHERS EVERY 75 L.F. THROUGHOUT BUILDING
7. UPGRADE EMERGENCY LIGHITING TO COMPLY WITH CURRENT CODE
8. INSTALL NEW SIGNAGE WITH BRAILLE FOR UNITS, STAIRWAYS, EXIT AND ALL MISC. ROOMS
9. PAINT ALL STAIRWELLS
10. INSTALL NEW HANDRAILS AT STAIRS
11. REPLACE EXISTING LIGHTING WITH NEW CODE COMPLIANT FLOUR. FIXTURES AT STAIRWELLS
12. UPGRADE EXISTING PUSH BUTTONS AND CALLING SYSTEM AT ELEVATORS TO BE ADA COMPLIANT
13. PROVIDE NEW FINISHES AT INTERIOR ELEVATOR CABS INCLUDING: FLOOR, WALLS, LIGHTING AND NEW ACCESSIBLE GRAB BARS
14. INSTALL NEW LVT FLOORING OVER EXISTING FLOORING AT LOBBY, RECREATION ROOM, OFFICES AND OTHER MISC. ROOMS
15. INSTALL NEW 4" COVE BASE THROUGHOUT
16. PAINT ALL INTERIOR WALLS AND CEILINGS
17. REPLACE EXISTING LIGHTING WITH NEW
18. PROVIDE NEW GRAB BARS, LAV, FIXTURES AND WC (LOW FLOW), AND ACCESSORIES AT COMMON AREA BATHROOMS
19. PROVIDE NEW
20. INSTALL PUSH BUTTON ADA DOOR OPENER AT LOBBY ENTRY
21. INSTALL NEW RECEPTION DESK
22. INSTALL NEW SHEET LINOLEUM FLOORING OVER EXISTING AT LAUNDRY ROOM
23. REMOVE AND REPLACE EXISTING LIGHTING WITH NEW AT LAUNDRY
24. REPAIR EXISTING EXHAUST SYSTEM AT LAUNDRY
25. PROVIDE NEW DROPPED DRYWALL CELINGS AT LAUNDRY

EXTERIOR:

1. PAINT EXTERIOR OF BUILDING
2. PAINT ALL METAL WORK
3. PROVIDE NEW DROUGHT TOLERANT LANDSCAPE DESIGN
4. PROVIDE NEW ADA PARKING STALL STRIPING
5. PROVIDE NEW TRASH CHUTE OVERHEAD COILING DOOR
6. PROVIDE NEW ACCESSIBLE CALL SYSTEM AT PEDESTRIAN ENTRY WITH "TTY" COMPONENTS
7. REMOVE AND REPLACE EXISTING PEDESTRIAN ENTRY GATE WITH NEW ACCESSIBLE GATE
8. PROVIDE NEW SENSORS FOR VEHICULAR GATE
9. REPLACE EXISTING EXTERIOR LIGHTING WITH NEW
10. DEMO EXISTING ROOF AND REPLACE WITH TPO ROOFING
11. PROVIDE NEW FLASHING AND COPING AT ROOF THROUGHOUT

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Community Redevelopement**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR**

Kofi Sefa-Boakye — **2/26/2015 8:01:56 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Craig Cornwell — **2/26/2015 7:45:09 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **2/26/2015 6:32:58 PM**
CITY CONTROLLER — DATE

Johnny Ford — **2/26/2015 1:25:15 PM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 3, 2015

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **STEVE MASURA, DIRECTOR**
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING NEGATIVE DECLARATION NO. 932 AND AMENDING THE LAND USE ELEMENT AND LAND USE POLICY MAP OF THE GENERAL PLAN (AMENDMENT CASE NO. 2013-002) TO CHANGE THE DESIGNATION OF PROPERTY LOCATED AT 1940 NORTH BULLIS ROAD, COMPTON FROM LOW DENSITY RESIDENTIAL (LDR) TO GENERAL COMMERCIAL (GC)**

SUMMARY

City Council will consider a proposal to amend the General Plan land use designation for the property located at 1940 North Bullis Road, Compton. The request is to change the General Plan Land Use designation from Low Density Residential ("LDR") to General Commercial ("GC") to be consistent with the existing Limited Commercial ("C-L") zoning of the subject site.

BACKGROUND

On January 14, 2015, the Planning Commission held a public hearing to consider the applicant's request for change of land use designation from Low Density Residential (LDR) to General Commercial (GC). After due consideration, the Commission found that 1940 North Bullis Road, is more suitable for General Commercial (GC) uses than the existing Low Density Residential (LDR) land use designation given that the subject site is already zoned Limited Commercial (C-L) & Parking (P), located off a major arterial street and has been developed commercially since the early 1950's. The Planning Commission voted to recommend to the City Council that the designation be changed.

STATEMENT OF THE ISSUE

Staff supports the requested general plan amendment since 1) the property is already zoned Limited Commercial (CL) and Parking (P); 2) the property is already developed commercially and has been in the early 1950's; 3) the City was already proposing to change the land use of the entire site to General Commercial in the draft 2030 General Plan; and 4) the proposed general plan amendment would not affect the current commercial zoning and therefore the proposed general plan amendment would not allow new or more intensive land uses.

The City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Negative Declaration as part of its environmental review. A Negative Declaration is a determination that the proposed project will not have a significant effect on the environment.

This case was properly noticed in accordance with California Government Code sections 65352, 65353 and 65090, Public Resources Code, Division 13 §21000 et seq. and Section 30-28 of Compton Municipal Code. The environmental document was both posted in the Los Angeles County Clerk's office in Norwalk and circulated for a 20-day public review period. The General Plan Amendment was circulated for a 45 day review period by public utility service providers, adjacent municipalities and school district. No comments were received. A notice of public hearing was published in the Compton Bulletin on February 11th and 18th. Lastly, public hearing notices were sent to both owners and occupants within a 500-foot radius.

FINANCIAL IMPACT

None.

ALTERNATIVE

Council may approve or deny the General Plan Amendment request.

RECOMMENDATION

Staff recommends that Council adopt Negative Declaration No. 932 and approve General Plan Amendment Case No. 2013-002 pursuant to the findings contained in the attached resolution.

STEVE MASURA, DIRECTOR
COMMUNITY DEVELOPMENT

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

Attachments:

PC Staff Report
Negative Declaration
City Council Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING NEGATIVE DECLARATION NO. 932 AND AMENDING THE LAND USE ELEMENT AND LAND USE POLICY MAP OF THE GENERAL PLAN (AMENDMENT CASE NO. 2013-002) TO CHANGE THE DESIGNATION OF PROPERTY LOCATED AT 1940 NORTH BULLIS ROAD, COMPTON FROM LOW DENSITY RESIDENTIAL (LDR) TO GENERAL COMMERCIAL (GC)

WHEREAS, Soon Hee Lee has made an application, in accordance with Section 30-28 of the Compton Municipal Code, to amend the Land Use Element and Land Use Policy Map of the General Plan from Low Density Residential ("LDR") to General Commercial ("GC") for certain real property located at 1940 North Bullis Road, Compton, California; and

WHEREAS, the Land Use Element and Land Use Policy Map of the General Plan of the City of Compton were adopted by the City Council on December 3, 1991, by Resolution No. 16,742; and

WHEREAS, referral, publication and written notice of the proposed amendment was provided in accordance with Section 65090, 65352 and 65353 of the California Government Code prior to consideration of the request by the Planning Commission and the City Council; and

WHEREAS, a public hearing on said request to amend the Land Use Element and land Use Policy Map was held before the Planning Commission on January 14, 2015 and the Planning Commission being fully informed thereon recommended approval of General Plan Amendment Case No. 2013-002 to the City Council; and

WHEREAS, a public hearing on said request to amend the Land Use Element and Land Use Policy Map was held before the City Council on March 3, 2014; and

WHEREAS, based on the Initial Study and Negative Declaration prepared for the project, the City Council found that the project would not have a significant effect on the environment; and

WHEREAS, the City Council considered all evidence and information presented and found that the proposed modification conformed to the goals of the Land Use Element; and

WHEREAS, the City Council considered all the information presented pertaining to the Negative Declaration No. 932 and General Plan Amendment No. 2013-002; and

WHEREAS, the City Council being fully informed,

F I N D S

1. That in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study for the project was prepared that identifies and evaluates the environmental impacts of the project.

2. That the City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Negative Declaration as part of its environmental review.

3. That the notice of intent along with the Initial Study/Negative Declaration No. 932 was both posted with the Los Angeles County Clerk's office in Norwalk, and circulated for a 20-day public review period and mailed to abutting property owners.

#6.

4. That all environmental documents have been processed in accordance with the California Environmental Quality Act (CEQA) guidelines.

5. That the proposed General Plan land use designation, change to General Commercial (GC) is substantially in conformance with existing zoning classification of Limited Commercial (C-L) and Parking (P) will achieve consistency between the General Plan and Zoning map.

6. That the subject site is more suitable for General Commercial (GC) uses than the existing Low Density Residential (LDR) land use designation in that the subject site is already zoned Limited Commercial (C-L) & Parking (P), located off a major arterial street and has been developed commercially since the early 1950's.

7. That the proposed General Plan land use designation change to General Commercial (GC) will not be detrimental to the surrounding area in that the site is already zoned and developed commercially, and the general plan amendment will not result in any new or more intensive commercial land uses being permitted.

NOW, THERFORE, THE CITY COUNCIL OF THE CITY OF COMPTON HEREBY RESOLVES AS FOLLOWS:

Section 1. That Negative Declaration No. 932 is adopted and the Land Use Element and Land Use Policy Map of the General Plan shall be amended to reflect a change in the land use designation of the above-described property (1940 North Bullis Road) be changed from Low Density Residential (LDR) to General Commercial (GC).

Section 2. That copies of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, the Community Redevelopment Agency and the Planning and Economic Development Department.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2015.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ___ day of _____, 2015.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–
ABSTAIN: COUNCIL MEMBERS–

_____
CITY CLERK OF THE CITY OF COMPTON

ITEM 4A

Planning & Economic Development Department

205 S. Willowbrook Ave., Compton, CA 90220 (310) 605-5532 Fax: (310) 761-1488 www.comptoncity.org

STAFF REPORT

CASE NO.	**GENERAL PLAN AMENDMENT CASE NO. 2013-002** **CONDITIONAL USE PERMIT CASE NO. 2701** **NEGATIVE DECLARATION NO. 932**
LOCATION	**1940 N. BULLIS RD.** **APN: 6177-006-030**
REQUEST	**AMEND THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM LOW DENSITY RESIDENTIAL (LDR) TO GENERAL COMMERCIAL (GC) AND ESTABLISH A 1,925 SQ. FT. BANQUET HALL**
HEARING DATE	**JANUARY 14, 2015**

Owner/Applicant:
Soon Hee Lee
885 5th Ave.
Los Angeles, CA 90005

Representative:
King Woods & Associates, Inc.
C/o King Woods
1142 S. Diamond Bar Blvd., #437
Diamond Bar, CA 91765

Requested Action/Project Description

The City of Compton is reviewing General Plan Amendment Case No. 2013-002, Conditional Use Permit (CUP) Case No. 2701 and Negative Declaration No. 932, a request to 1) convert 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility and 2) change the General Plan land use designation of the subject site from Low Density Residential (LDR) to General Commercial to be consistent with the existing Limited Commercial (C-L) zoning of the subject site.

Location

The subject site is a 100,250 square foot (2.2 acre) irregular-shaped parcel of land located on the east side of Bullis Rd. between Pine Street and Mc Millan Street. The area surrounding the subject site is developed both commercially and residentially. Properties to the west of the subject site across Bullis Rd. are zoned commercial and are developed with large commercial centers. The properties to the north and south of the subject site, are zoned Limited Commercial and developed with multi-family to the north and a commercial center to the south. Properties east of the corner lots and east of the project site on both McMillan and Pine Street are developed with single and multi-family residential properties.

Zoning and Land Use

SUMMARY	Project Site	North	South	East	West
General Plan	Low Density Residential (LDR)	High and Low Density Residential (HDR) & (LDR)	Low Density Residential (LDR)	Low Density Residential (LDR)	Mixed Use (MU)
Zoning	Limited Commercial (C-L) & Parking (P)	Limited Commercial (C-L) and Parking-High Density Residential (P-R-H)	Limited Commercial (C-L) and Low Density Residential (RL)	Low Density Residential (RL)	Limited Commercial (C-L)
Existing Land Use	Commercial Center	Apartment Complex and Single Family Houses	Commercial Center and Single Family Houses	Single Family Houses	Regional Commercial Centers

Environmental Determination:

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study for the project was prepared that identifies and evaluates the environmental impacts of the project. The City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Negative Declaration as part of its environmental review. A Negative Declaration is a determination that the proposed project will not have a significant effect on the environment.

Background

The site is currently developed commercially and has been since the early 1950's. The site is developed with a 24,120 square foot, freestanding commercial building and 146 parking spaces. The site is fully improved with a parking lot, landscaping planters and parking lot lights. The existing building covers approximately 24% of the lot. The building currently houses the following two licensed tenants within the building: 1) Ekono Store and 2) Beemsters Café. Ms. Lee also owns Bullis Recycling, a small recycling center in the rear section of the subject site's parking lot.

ANALYSIS

By Code, banquet hall facilities require approval of a Conditional Use Permit (CUP). The CUP process gives the city an opportunity to thoroughly evaluate each proposal and manage/control potential negative impacts to the surrounding areas by the imposition of conditions of approval.

Ms. Lee would like to convert 1,925 square feet of unused commercial space located inside the existing 24,120 square foot commercial building to create and operate a small banquet hall facility. The banquet facility would operate 7 days a week from 9 a.m. to 12 a.m. According to the applicant, the venue is intended to host private celebrations like wedding receptions, birthday parties, quinceañeras and similar types of events. All events are intended to be private and not open to the public. The applicant will only rent out the venue space, tables and chairs. Renters will be responsible for providing their own food and music, if desired. The proposed banquet hall will not provide any on-site kitchen facilities, no dressing rooms, and no stage. Banquet hall attendees will have access to restroom facilities already existing on the northeast corner of the building. Alcohol is not a part of this request and therefore not permitted.

The applicant is proposes to provide a security guard during banquet event/functions. Lastly, the applicant proposes to install insulation to minimize the potential for sound emanating from the building. No exterior changes to the site are proposed with the exception of repainting the building, clean-up and filling in of missing landscaping.

A minimum of 119 parking spaces are required for all existing and proposed uses on the subject property and 146 parking spaces are provided on-site. The site provides 27 surplus parking spaces.
The table below provides the parking ratios and requirements for the building.

USE	PARKING RATIO	SQUARE FOOTAGE (sq. ft.)	PARKING REQUIRED
Retail	1/250 sq ft of gross floor area (GFA)	19,280	77.1
Warehouse/Storage	1/850 sq. ft. of gross floor area	2,915	3.4
Banquet/Rental Hall	1/50 sq ft of gross floor area (GFA)	1,925	38.5
TOTAL		**24,120**	**119 Spaces**

Staff supports the proposed banquet hall facility with the implementation of the conditions of approval. The site provides adequate parking to accommodate all uses concurrently. The banquet hall venue is relatively small in square footage and will not be providing amenities like stages, dressing rooms, kitchen or catering rooms normally provided for much larger venues and events/functions. Since alcohol is not a part of this entitlement request, staff has incorporated a condition of approval that does not allow alcohol to be consumed, sold or served on-site at any events/functions in this banquet facility without prior ABC License and City of Compton Conditional Use Permit approval.

The applicant proposes to provide a security guard between the hours of 4 p.m. and 12 a.m. during banquet events/functions, however staff recommends that the hours be extended by 1 hour, from 4 p.m. and **1 a.m.** to ensure that a security guard will be provided on-site while the event organizers break-down the event. Staff is also requiring that the applicant install and maintain in good working order, a 24-hour surveillance camera system. Surveillance camera systems often serve as a deterrent for criminal activity and also assist Law Enforcement in investigating crimes on or around the premises.

Lastly, noise is a typical concern of staff when reviewing banquet hall facilities. However, in this particular instance the existing commercial building is of masonry block construction which acts as a natural sound attenuating barrier. In addition to the insulation the applicant is proposing to install in the walls, staff has imposed condition number 9, which requires the applicant to install sound attenuating exterior doors and acoustical window inserts in the proposed banquet hall facility prior to commencement of any events/functions. The nearest residents are located directly across Pine Street to the north of the banquet facility approximately 150 feet away.

The general plan amendment is necessary because of the CUP request. One of the required CUP findings is that the project be substantially in conformance with the General Plan, which it is not currently; the subject site is currently zoned Limited Commercial & Parking and the existing General Plan land use designation for the entire site is Low Density Residential (LDR). Initially the applicant was informed that

the City was in the process of updating the General Plan and that the City had already proposed to change the land use for the entire subject site to General Commercial. The applicant was given the option to wait for the City to finish the General Plan update or the applicant could process their own General Plan Amendment prior to the City adopting the new General Plan. Initially, the applicant decided to wait for the City, however, the General Plan update has taken longer than initially planned. Therefore, the applicant formally filed General Plan Amendment Case No. 2013-002 to change the land use for the entire property to General Commercial. Use of the CUP for the banquet hall facility would be contingent on approval of the general plan amendment. Staff supports the requested general plan amendment since the City was already proposing to change the land use of the entire site to General Commercial and would make the existing Limited Commercial (C-L) zone and commercial development consistent with the General Plan. Lastly, the proposed general plan amendment would not affect the current zoning of Limited Commercial (C-L) and Parking (P). The zoning would remain the same and therefore the proposed general plan amendment would not allow new or more intensive land uses.

As previously mentioned, the City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Negative Declaration as part of its environmental review. A Negative Declaration is a determination that the proposed project will not have a significant effect on the environment since the project essentially consists of a general plan amendment and minor interior tenant improvements to accommodate the proposed banquet hall facility within the existing commercial building. No exterior work is proposed other than minor property maintenance upgrades such as power wash and paint the exterior of the building and add missing landscaping within existing landscape planters.

The applicant submitted a petition with 112 signatures in support of the proposed general plan amendment and banquet hall facility and it has been included as an exhibit. Please note, that staff has no formal process to authenticate signatures on the petition.

This item was before the Planning Commission back in November 2014. However at the request of the City Attorney's Office, this project was continue to the January 14, 2015 Planning Commission meeting in order provide staff sufficient time to circulate the general plan amendment (GPA) for a 45 day review and comment period in compliance with Section 65352 of the California Government Code. The GPA has been circulated as required. The review/comment period commenced on Friday, November 21, 2014 and ended on Monday, January 5, 2015; no comments were received.

NOTICING

This case was properly noticed in accordance with California Government Code 65352, 65353 and 65090, Public Resources Code, Division 13 §21000 et seq. and Compton Municipal Code Section 30-26 and 30-28 of Compton Municipal Code. The environmental document was both posted in the LA County Clerk office in Norwalk and circulated for a 20 day public review period. Additionally, a notice of public hearing was published in the Compton Bulletin on November 5th and 12th. Lastly, public hearing notices were sent to both owners and occupants within a 500 foot radius on November 6, 2014. As of January 8, 2015, no correspondence either for or against the project have been received, with the exception of the aforementioned petition.

RECOMMENDATION

Therefore, staff recommends that the Planning Commission adopt Negative Declaration No. 932, recommend to the City Council approval of General Plan Amendment Case No. 2013-002 and approve Conditional Use Permit Case No. 2701, subject to the findings and conditions of approval contained herein.

FINDINGS FOR ADOPTION OF NEGATIVE DECLARATION NO. 932:

1. That in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study for the project was prepared that identifies and evaluates the environmental impacts of the project.

2. That the City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Negative Declaration as part of its environmental review.

3. That the notice of intent along with the Initial Study/Negative Declaration No. 932 was both posted with the Los Angeles County Clerk's office in Norwalk, and circulated for a 20 day public review period and mailed to abutting property owners.

4. That all environmental documents have been processed in accordance with the California Environmental Quality Act (CEQA) guidelines.

FINDINGS FOR APPROVAL OF GENERAL PLAN AMENDMENT CASE NO. 2013-002:

1. That the proposed General Plan land use designation, change to General Commercial (GC) is substantially in conformance with existing zoning classification of Limited Commercial (C-L) and Parking (P) will achieve consistency between the General Plan and Zoning map.

2. That the subject site is more suitable for General Commercial (GC) uses than the existing Low Density Residential (LDR) land use designation in that the subject site is already zoned Limited Commercial (C-L) & Parking (P), located off a major arterial street and has been developed commercially since the early 1950's.

3. That the proposed General Plan land use designation change to General Commercial (GC) will not be detrimental to the surrounding area in that the site is already zoned and developed commercially, and the general plan amendment will not result in any new or more intensive commercial land uses being permitted.

FINDINGS FOR APPROVAL OF CONDITIONAL USE PERMIT CASE NO. 2701:

1. That the proposed 1,925 square foot banquet hall facility will be compliant with all applicable provisions of the Zoning Ordinance with implementation of the conditions of approval.

2. That the proposed 1,925 square foot banquet hall facility will not be detrimental to the public welfare or the surrounding area with implementation of all the conditions of approval.

3. That the proposed 1,925 square foot banquet hall facility will be substantially in conformance with the goals and objectives of the General Plan and compatible with the existing patterns and development in the surrounding area with implementation of the conditions of approval.

CONDITIONS OF APPROVAL

Project Specific Conditions of approval:

1. That Conditional Use Permit Case No. 2701 shall be contingent on adoption of Negative Declaration No. 932 and approval and adoption of General Plan Amendment Case No. 2013-002.

2. That approval of this conditional use permit grants the operation of a 1,925 square foot banquet hall facility, within an existing 24,120 square foot commercial building.

3. That the hours of operation for the banquet hall shall be restricted to 9:00 a.m. to 12:00 a.m., Monday through Sunday. Set up, take down activities are not restricted.

4. That no alcohol shall be consumed, sold or served on-site at any events/functions in this banquet facility without prior ABC License and City of Compton Conditional Use Permit approval.

5. That banquet hall events/functions shall be limited to private events not open to the public.

6. That a minimum of 1 security guard, licensed through the State of California and the City of Compton, shall be provided on-site during banquet hall events/functions between the hours of 4 p.m. and 1 a.m.

7. That the applicant shall install and maintain in good working order, at all times, a 24-hour surveillance camera system which records activity in the banquet room and on the outside premises.

8. That the applicant shall be responsible for installing sound attenuating exterior doors and acoustical window inserts in the proposed banquet hall facility prior to the issuance of a business license or certificate of occupancy.

9. That no internal loudspeaker or sound equipment shall be used which can be heard from the exterior of the building.

10. That the applicant shall be responsible for preventing any sound associated with the facility from disturbing neighbors.

11. That the banquet hall doors leading to the exterior of the building must remain closed during all events/functions.

12. That all un-permitted signage and banners must be removed prior to Certificate of Occupancy issuance for the banquet hall.

13. That the entire exterior of the building must be power washed and painted, subject to approval of an Exterior Paint Permit prior to obtaining a business license.

Standard Conditions of Approval:

14. That the property shall be maintained in accordance with all applicable local ordinances, including but not limited to the City's Noise Ordinance.

15. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.

16. That any required site improvements, if any, including but not limited to the following: building paint permit, lighting, landscaping and signage shall be subject to design review and approval by the Planning & Economic Development Department (PEDD).

17. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Planning & Economic Development Department and the Building Department for plan check as a detail sheet.

18. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.

19. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.

20. That all emergency and fire access points and lanes shall be maintained free of obstructions at all times.

21. Prior to operation, the applicant shall implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, sprinklers, onsite fire hydrants, fire escapes, fire alarms etc.

22. That exterior lighting shall be provided to all on-site parking and pedestrian areas at a 1-foot candle minimum subject to Planning & Economic Development Department review and approval.

23. That security lighting, parking area lighting and signage must be properly shielded to prevent off-site light and glare. Photometric lighting plans shall be submitted to the Building and Safety Department for plan–check and permit issuance.

24. That all security alarms must employ "silent" alarm devices.

25. That the applicant, property manager, or other responsible party shall be required to implement graffiti removal in accordance with the Compton Municipal Code.

26. That the exterior of the property shall be maintained free of trash and debris throughout the construction period.

27. That the proposed banquet use and property shall be operated in accordance with the staff report and plot plan on file for Conditional Use Permit Case No. 2701, unless otherwise modified by the Planning & Economic Development Department.

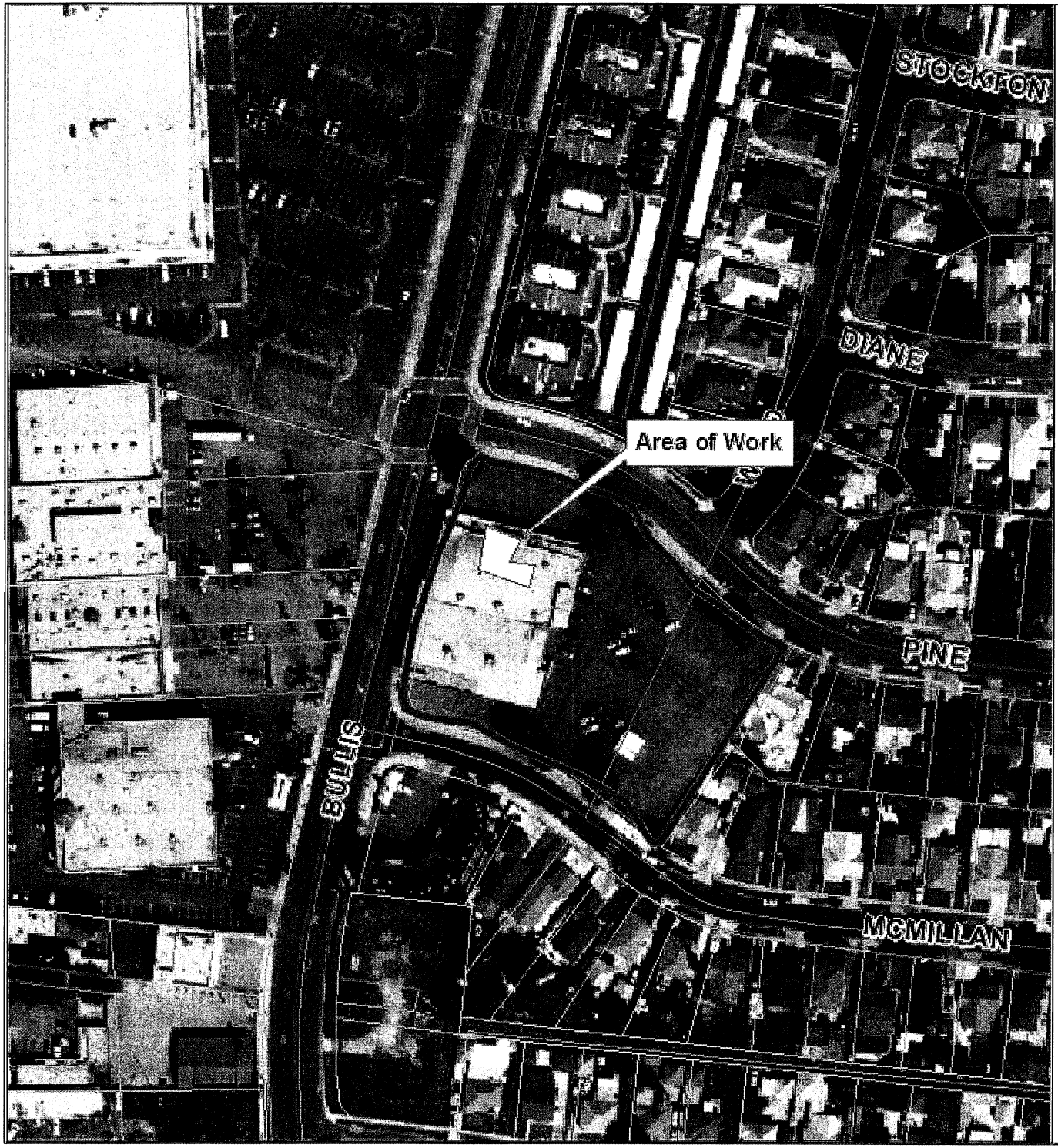
28. That construction, use and property development shall comply with all requirements of the Public Works, Fire, and Building and Planning and Economic Development Departments, Compton Municipal Codes and all applicable County, State and Federal agencies.

29. That failure, at any time, to exercise the approved use (banquet hall facility) for 24 consecutive months subsequent to the date of approval for that use shall render this resolution automatically null and void without benefit of a public hearing.

30. That this permit shall be subject to suspension or revocation at any time if it is determined that the terms of the permit and any conditions contained therein, or any rules or regulation adopted by the state or federal government concerning the use of such are being violated.

Exhibits

1) Aerial Map
2) General Plan Map
3) Zoning Map
4) Site Photos (6 pgs.)
5) Applicant's Project Description (5 pgs.)
6) Project Plans (3 pgs.)
7) Petitions (8 pgs.)
8) Security Guard Co. Letter
9) Initial Study/Negative Declaration No. 932



CITY OF COMPTON

AERIAL MAP

Conditional Use Permit Case No. 2701
General Plan Amendment Case No. 2013-002
Negative Declaration No. 932
1940 N. Bullis Rd.
APN: 6177-006-030

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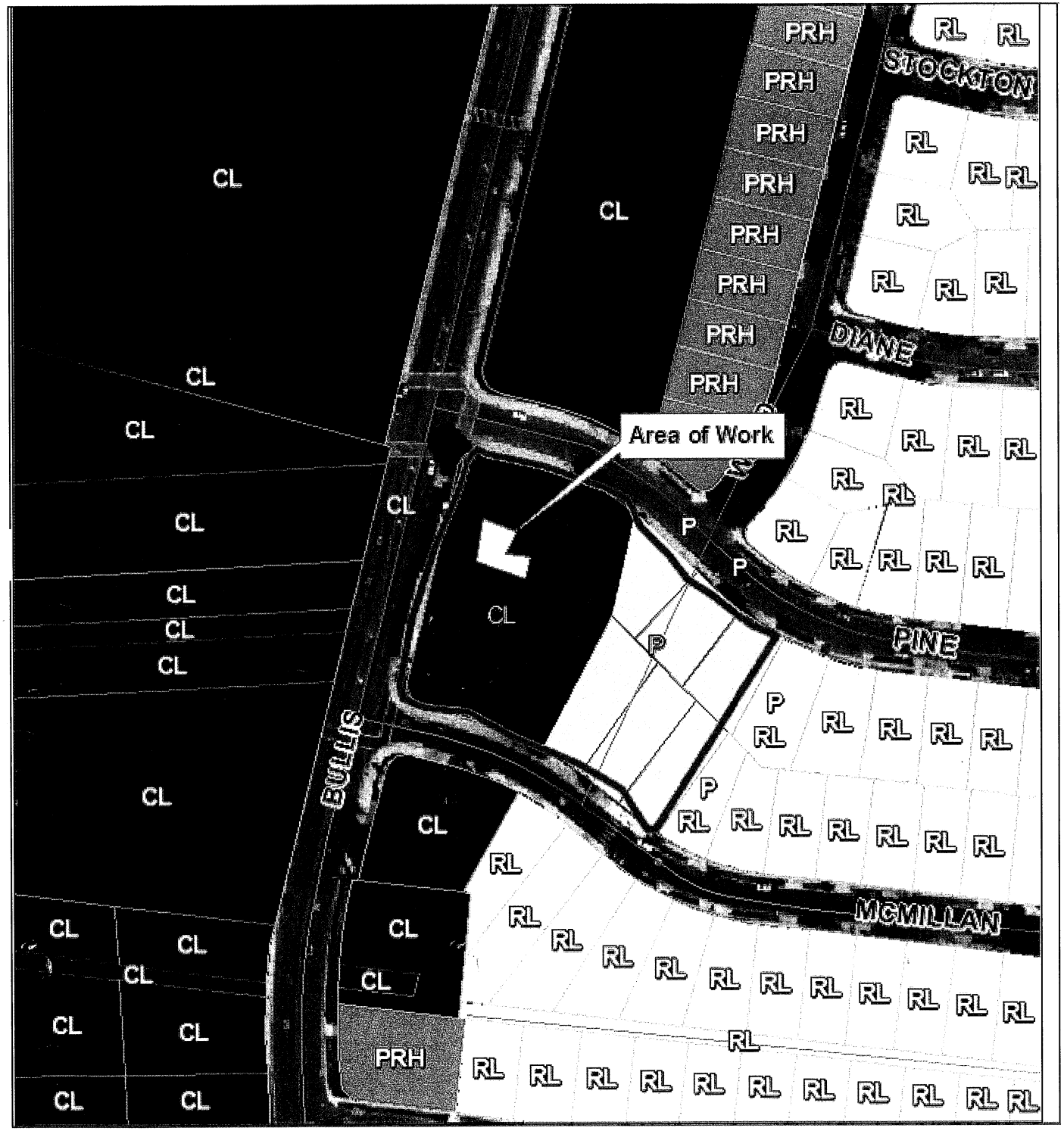
CITY OF COMPTON

ZONING MAP

Conditional Use Permit Case No. 2701
General Plan Amendment Case No. 2013-002
Negative Declaration No. 932
1940 N. Bullis Rd.
APN: 6177-006-030



Legend

- City Limits
- RA - Residential Agriculture
- RL - Low Density Residential
- RM - Medium Density Residential
- RH - High Density Residential
- P - Parking
- PRL - Parking/Low Density Residential
- PRM - Parking/Medium Density Residential
- PRH - Parking/High Density Residential
- CL - Limited Commercial
- CM - Commercial Manufacturing
- ML - Limited Manufacturing
- MH - Heavy Manufacturing
- B - Buffer
- LAC - Los Angeles County
- UNZONED

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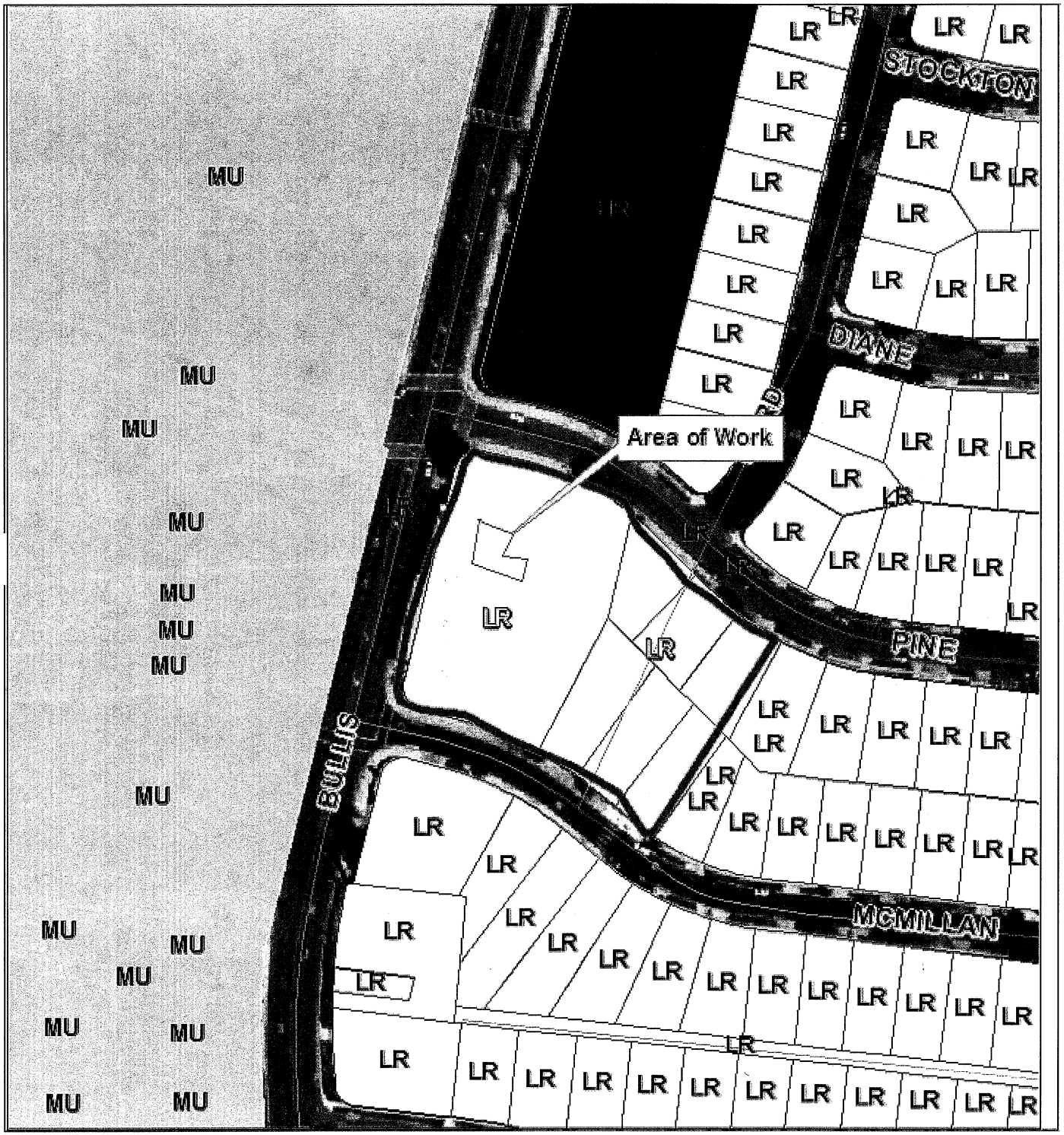

CITY OF COMPTON

GENERAL PLAN MAP

Conditional Use Permit Case No. 2701
General Plan Amendment Case No. 2013-002
Negative Declaration No. 932
1940 N. Bullis Rd.
APN: 6177-006-030

Legend

- Low Density Residential <8.0 du/ac
- Medium Density Residential 8.1-17.0 du/ac
- High Density Residential 17.1-34.0 du/ac
- General Commercial
- Mixed Use
- Industrial
- Open Space/Parks
- Public/Quasi-Public
- Transportation
- City Limits

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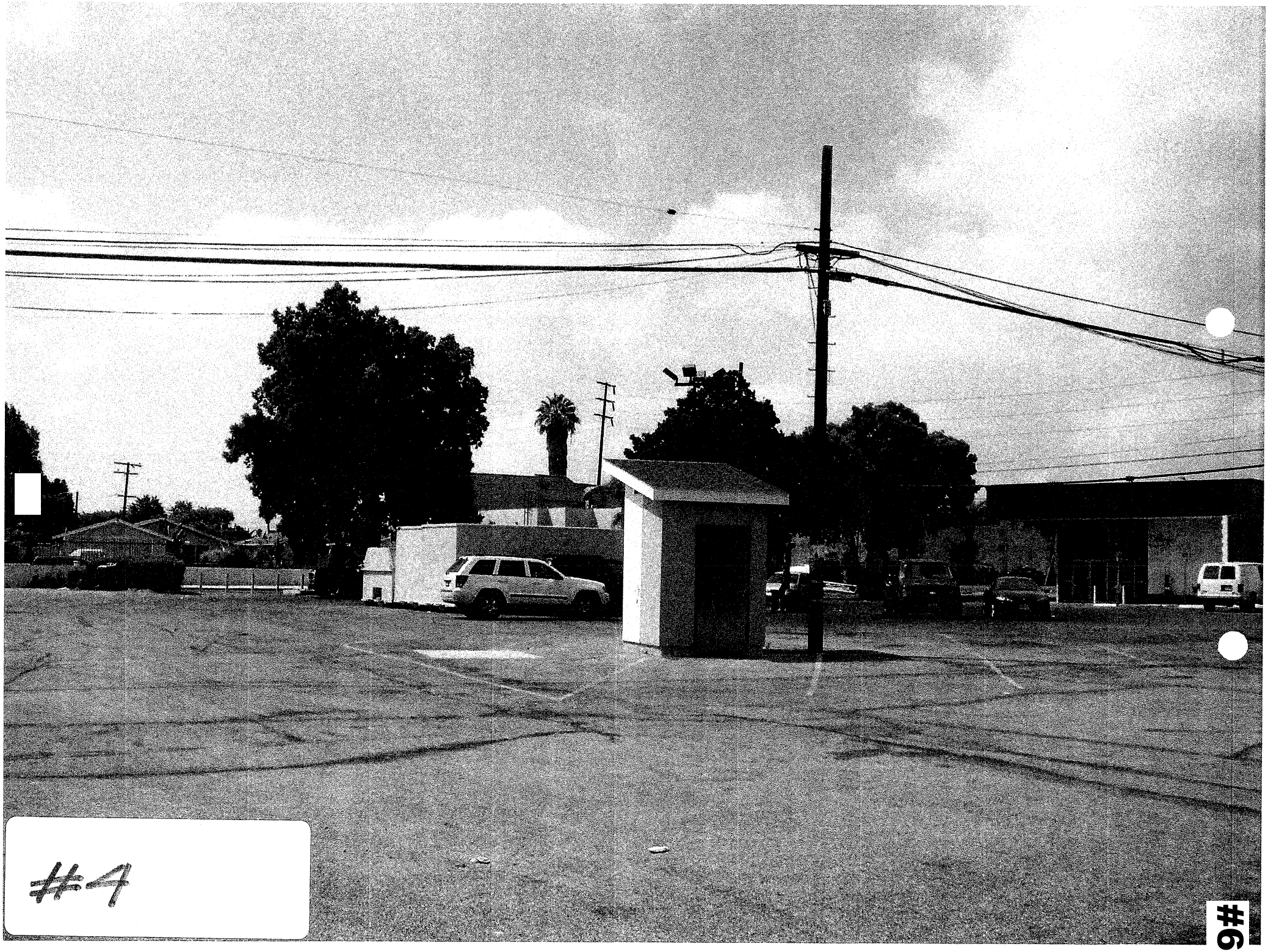

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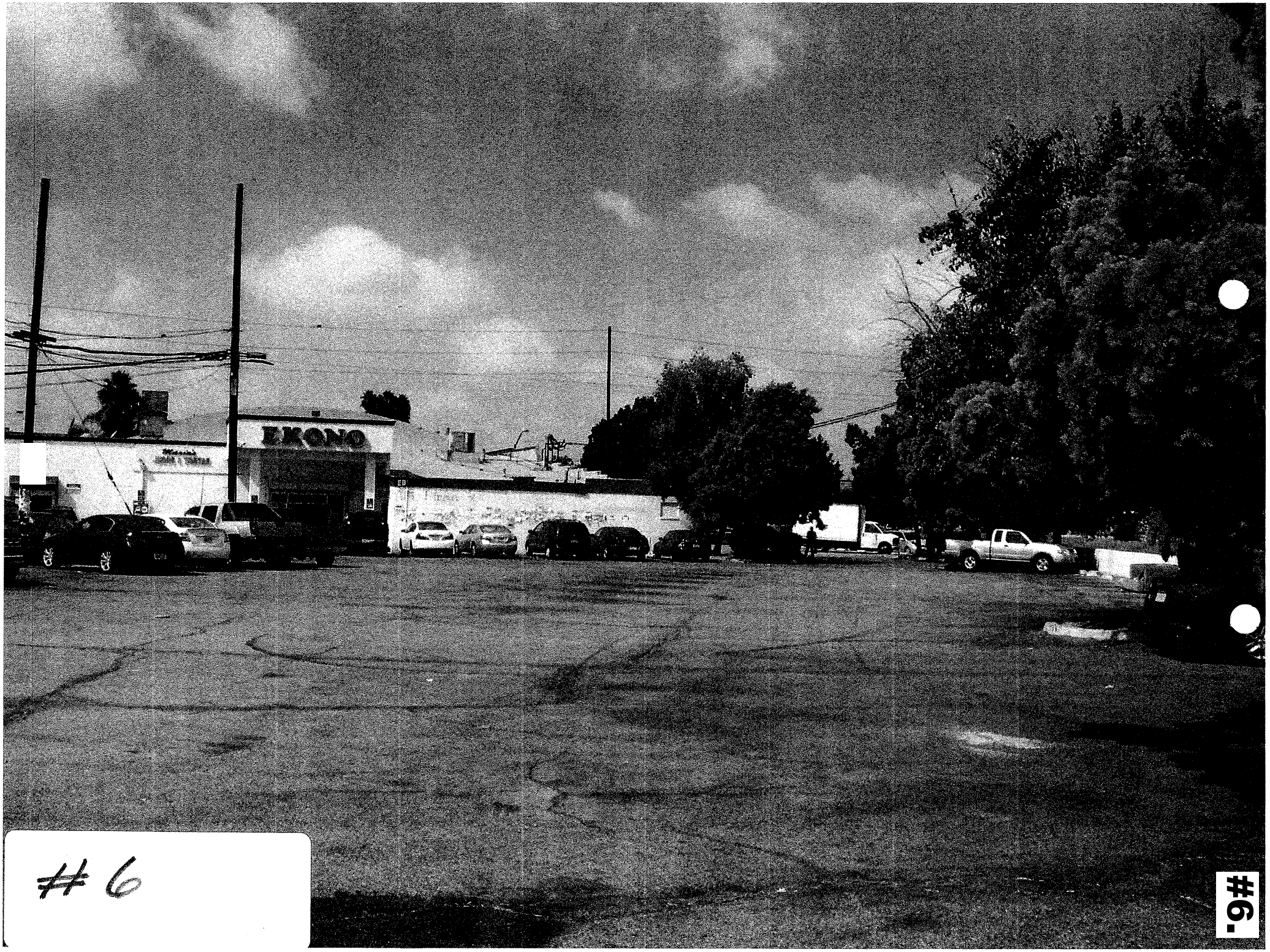

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KING R. WOODS & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTANTS

June 16, 2014

Ms. Jessica Lopez
City of Compton
Planning Dept.
205 S. Willowbrook Ave.
Compton, CA 90220

Re: 1940 N. Bullis Rd.

Case No.: CUP 2701/GPA 2013-002/ MND 932

Dear Ms. Lopez:

The applicant will operate the banquet facility seven days a week and does not have experience with this type of use; however, she does have friends that have many years experience operating banquet hall facilities and has been given advice and support needed to make this a successful business. The owner will hold wedding celebrations, quinceanera and other such events at this facility. All events will be private and some maybe hosted by the owner. The banquet hall is 1,925 square feet in size, per the plans, there are no event rooms proposed. The clients will provide the catering as well as the music. The only service the owner will provide is that of the banquet facility for private use. There is no kitchen on-site. No alcohol requested with this application. There are no dressing rooms provided; however, clients can use the restroom facilities to change or freshen up.

According to the plans, there is no designated dance floor or stage but dancing is requested as this is a normal part of celebrations within a banquet hall facility. Music will be provided by the clients and will be provided within the structure. As you know, sound intensity diminishes with distance. The subject site is adjacent for the most part, to residential uses however, the subject use should not cause any adverse impact attributed by music played at the site. The residential uses are buffered by a large parking lot and retaining wall and distance from the structure which will minimize or militate against any disturbance caused by sound. Good sound insulation ensures sound absorption within the subject site which contributes to a quiet and pleasant atmosphere. If required, acoustic panel inside the subject site can be added as a condition of approval. Security will be provided as needed or as required.

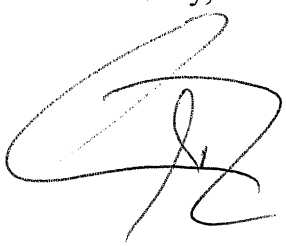
1142 S. DIAMOND BAR BLVD., #437 DIAMOND BAR, CA 91765
Tel 909-597-2415 ** Fax 909-861-5902
kingwoods@att.net

The applicant/owner will repaint the building, clean up and maintain the landscaping on the subject site. The owner will also do some upgrades to the site to continue to make it more attractive.

We are requesting that the requested conditional use permit and general plan amendment be approved to allow the banquet use which we feel would be benefit to the community and the City as a whole.

Please see the attached requested additional $500.00 from the applicant to finish the Mitigated Negative Declaration required to move the case forward. Also attached is a CD with the revised case. If you should have any questions, please feel free to call us at (909) 597-2415 or contact us by email at kingwoods@att.net.

Sincerely,



Erika Diaz

King R. Woods & Associates, Inc.

#6.

REVISED CUP/GPA **JUNE 16, 2014**

CASE NO.: **CUP 2701/GPA 2013-002/ MND 932**

PROJECT ADDRESS: 1940 N. BULLIS RD., CITY OF COMPTON

APPLICANT/OWNER: SOON HEE LEE

1940 N. BULLIS ROAD

COMPTON, CA 90220

REPRESENTATIVE: KING R WOODS & ASSOCIATES, INC.

1142 S. DIAMOND BAR BLVD., #437

DIAMOND BAR, CA 91765

CONTACT: *(909) 597-2415 or kingwoods@att.net*

LEGAL DESCRIPTION: *Lots 359 thru 364; Tract 11991 Por of Bullis Land on San Antoinio Rancho*

APN: *6177-006-030*

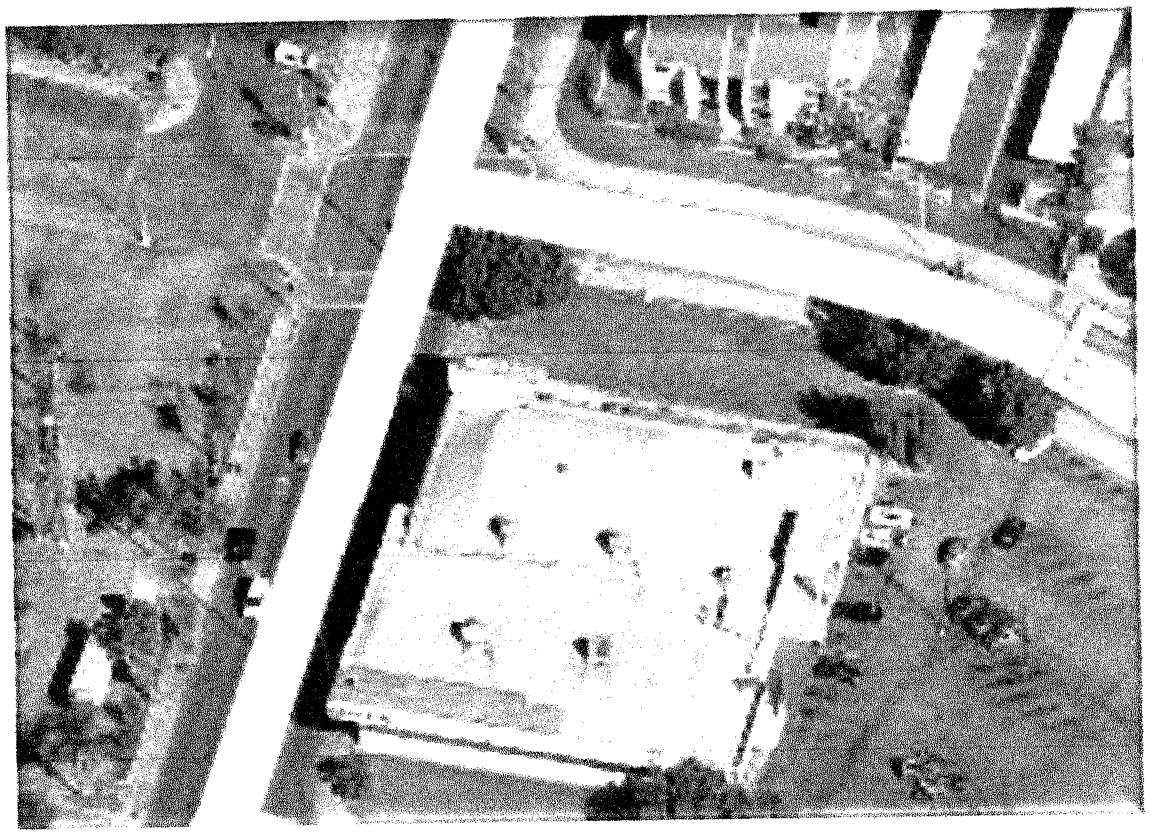
PROJECT DESCRIPTION:

The subject site is located at 1940 North Bullis Road in the City of Compton, California. The subject property is improved with a 24,120 square foot commercial center consisting of a large retail market and various smaller commercial uses. The property provides 146 off-street parking spaces in compliance with the City of Compton Code requirement which includes the parking requirements for the requested banquet facility. The applicant/owner proposes to change the use of an existing commercial space (1,925 sq. ft.) to banquet hall use. The proposed banquet facility will employ 3 to 4 employees with requested hours of operation from 9 am to 12 midnight, daily. Said use will be available for various types of celebration such as weddings, birthdays, quinceaneras and other such celebrations.

The requested banquet hall use is found in most communities in California and will be a benefit to the local community as well as a benefit to the public welfare. The subject use is in conformance with the adjacent General Plan, the proposed General Plan for this area and the zoning designation for this area. The existing LDR land use designation will not allow a banquet

use on the subject site; therefore, a General Plan Amendment is being requested to allow for the subject property changing the land use designation to General Commercial (GC) which will allow the requested banquet hall use. In addition, the draft General Plan recommends the General Commercial (GC) designation for this specific property.

Along with our General Plan Amendment request, the owner previously filed for a conditional use permit under CUP 2701 for a banquet hall use on this site which has now been combined with our GPA request.



The applicant/owner will operate the banquet facility seven days a week with hours from 9 am to midnight, daily. The owner will hold wedding celebrations, quinceanera and other such events at this facility. All events will be private and some maybe hosted by the owner. The banquet hall is 1,925 square feet in size, per the plans, there are no event rooms proposed. The clients will provide the catering as well as the music. The only service the owner will provide is that of the banquet facility for private use. There is no kitchen on-site. No alcohol requested with this application. There are no dressing rooms provided; however, clients can use the restroom facilities to change or freshen up.

#6.

According to the plans, there is no designated dance floor or stage but dancing is requested as this is a normal part of celebrations within a banquet hall facility. There are 12 tables provided with a seat count of 48 patrons. Parking is to code and is not an issue with the request. The music will be provided by the clients and will not extend to the exterior of the structure. The subject site is adjacent for the most part, to residential uses however, the subject use should not cause any adverse impact attributed by music played at the site. The residential uses are buffered by a large parking lot and retaining wall and plain distance from the structure which will minimize or militate against any disturbance caused by sound. Good sound insulation ensures sound absorption within the subject site which contributes to a quiet and pleasant atmosphere. If required, acoustic panel inside the subject site can be added as a condition of approval. Security will be provided as needed or as required.

The subject property is located in an area that will attract patrons and local residents to the subject site for such celebratory events. It will not adversely affect the adjacent community. The economic success of the proposed request is proper in relation to the surrounding neighborhood because it will generate much needed tax dollars for the city. Therefore, the approval of this conditional use permit request along with the General Plan Amendment will not adversely affect the welfare of the community. Further, the residentially zoned properties near the subject site also provides for the public convenience and necessity. In light of these issues then, the proposed location is admirably suited for the proposed project, in that it promotes the community's convenience and economic well-being while enhancing the development of the community.

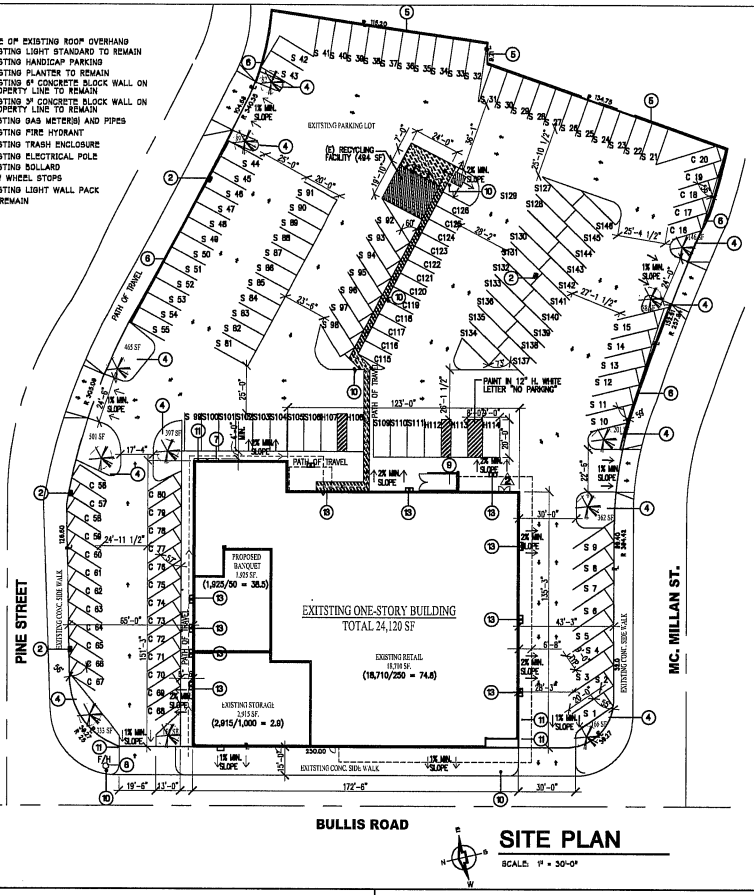
The applicant/owner is requesting the City approve the requested General Plan Amendment and the Conditional use permit to allow a 1,925 square foot banquet hall use at 1940 North Bullis Road in the City of Compton.

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES OR ERRORS PROCEEDING WITH THE WORK.
2. ALL MATERIALS AND WORK SHALL CONFORM TO ALL GOVERNING AGENCIES AND APPLICABLE CODES.
3. PROVIDE PEDESTRIAN PROTECTION AS REQUIRED. PER UBC SECTION. 3303.7CONSTRUCTION WORK SHALL PROCEED IN SUCH A MANNER AS TO MINIMIZE THE SPREAD OF DUST AND FLYING PARTICLES AND TO PROVIDE SAFE WORKING CONDITIONS FOR PERSONNEL.
4. SPECIFIC DETAILS AND NOTES SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND DETAILS.
5. EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. SPECIAL LOCKING DEVICE SHALL BE AN APPROVED TYPE.
6. PROVIDE AND POST A PLASTIC "EXIT" SIGN OVER LEGAL EXIT WITH LETTERS MINIMAL 6" AND 3/4" STROKE HIGH IN CONTRASTING COLORS. PROVIDE ILLUMINATED EXIT SIGN WHERE REQUIRED BY GOVERNING CODES.
7. ANY DECORATIONS (CURTAINS, DRAPES, SHADE, HANGING, ETC.) USED SHALL BE NONCOMBUSTIBLE OR FLAMEPROOFED.
8. ALL ACCESSIBLE ENTRANCES SHALL BE IDENTIFIED WITH AT LEAST ONE STANDARD SIGN WITH ADDITIONAL SIGNS, AS REQUIRED, VISIBLE FROM APPROACHING PEDESTRIAN WAYS.
9. ANY OBSTRUCTION OVERHANG A PEDESTRIAN WAY SHALL BE A MIN. OF 80" ABOVE THE WALKING SURFACE AS MEASURED TO THE BOTTOM OF THE OBSTRUCTION.
10. WALKS, HALLS, CORRIDORS, PASSAGEWAYS, AISLES OR OTHER CIRCULATION SPACES SHALL HAVE 80" MIN. CLEAR HEAD ROOM.
11. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS TO THE ARCHITECT FOR OWNER USE.
12. DOORS NOT LOCATED BY DIMENSIONS SHALL BE CENTERED IN WALL OR SHALL BE LOCATED FIVE INCHES FROM FINISH WALL TO EDGE OF DOOR BUCK.
13. ALL TRADES SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK.
14. CONTRACTOR SHALL COMPARE CAREFULLY THE LINES AND LEVELS SHOWN ON DRAWINGS WITH EXISTING LEVELS FOR THE LOCATION AND CONSTRUCTION OF THE WORK AND SHALL CALL ARCHITECT'S ATTENTION TO ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
15. ALL PRIMARY ENTRANCES TO BUILDINGS AND FACILITIES SHALL BE MADE ACCESSIBLE TO THE PHYSICALLY DISABLED.
16. PROVIDE ALL ACCESS PANELS AS REQUIRED. LOCATION AND TYPE SHALL BE APPROVED BY ARCHITECT PRIOR TO OBTAINING AND INSTALLING.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION OF SUBCONTRACTOR'S WORK TO SECURE COMPLIANCE OF DRAWINGS AND SPECIFICATIONS, THE ACCURATE LOCATION OF STRUCTURAL MEMBERS, AND OPENINGS FOR MECHANICAL, ELECTRICAL AND MISCELLANEOUS EQUIPMENT. SUBMIT SHOP DRAWINGS AND CATALOGS OF EQUIPMENT AS REQUIRED.
18. CONTRACTOR SHALL PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 4A60BC FOR PROTECTION DURING CONSTRUCTION.
19. CONTRACTOR SHALL VERIFY SIZES AND LOCATIONS OF ALL OPENINGS FOR MECHANICAL EQUIPMENT WITH MECHANICAL CONTRACTOR BEFORE PROCEEDING WITH THE WORK.
20. CONTRACTOR SHALL FURNISH AND MAINTAIN TEMPORARY SANITATION FACILITIES AS REQUIRED DURING CONSTRUCTION.
21. BRACING AND TEMPORARY SUPPORTS SHALL BE PROVIDED AS REQUIRED TO HOLD THE WORK SECURELY IN PLACE, AND TO SUSTAIN ALL LOADS THAT MAY OCCUR DURING ERECTION AND UNTIL SUBSEQUENT CONSTRUCTION IS ADEQUATE TO REPLACE TEMPORARY BRACING.
22. CONTRACTOR SHALL PROVIDE AND INSTALL STIFFENERS, BRACING, BACK-UP PLATES AND SUPPORTING BRACKETS REQUIRED FOR INSTALLATION OF ALL CASEWORK AND OF ALL WALL MOUNTED OR SUSPENDED MECHANICAL, ELECTRICAL OR MISCELLANEOUS EQUIPMENT.
23. OBJECTS PROJECTING FROM WALLS (FOR EXAMPLE, TELEPHONES) WITH THEIR LEADING EDGES BETWEEN 27" AND 80" ABOVE THE FINISHED FLOOR SHALL PROTRUDE NO MORE THAN 4" INTO WALKS, HALLS, CORRIDORS, PASSAGEWAYS OR AISLES.
24. PROTRUDING OBJECTS SHALL NOT REDUCE THE CLEAR WIDTH OF AN ACCESSIBLE ROUTE OR MANEUVERING SPACE.
25. FREESTANDING OBJECTS MOUNTED ON POSTS OR PYLONS MAY OVERHANG 12" MAX. FROM 27" TO 80" ABOVE THE GROUND OR FINISHED FLOOR.

NOTES: A. TRASH CONTAINER MUST BE PROVIDED DURING CONSTRUCTION
B. BEST MANAGEMENT PRACTICES SHALL BE MAINTAINED DURING CONSTRUCTION PERIOD
I. SEE A101 FOR ATTACHMENT 'A'
C. APPLICANT SHALL COMPLY WITH RECYCLING REQUIREMENTS, PRIOR ISSUANCE VERIFICATION OF DEPOSIT OR TRASH CONTAINER FEES IS REQUIRED
D. PROVIDE MIN. 2% AWAY FROM BUILDING AND INDICATE MIN. 1% TO STREET

NOTES:
1. LINE OF EXISTING ROOF OVERHANG
2. EXISTING LIGHT STANDARD TO REMAIN
3. EXISTING HANDICAP PARKING
4. EXISTING PLANTER TO REMAIN
5. EXISTING 6" CONCRETE BLOCK WALL ON PROPERTY LINE TO REMAIN
6. EXISTING 3" CONCRETE BLOCK WALL ON PROPERTY LINE TO REMAIN
7. EXISTING GAS METER(S) AND PIPES
8. EXISTING FIRE HYDRANT
9. EXISTING TRASH ENCLOSURE
10. EXISTING ELECTRICAL POLE
11. EXISTING BOLLARD
12. NEW WHEEL STOPS
13. EXISTING LIGHT WALL PACK TO REMAIN



SITE PLAN
SCALE: 1" = 30'-0"

BUILDING SUMMARY

OWNER/APPLICANT:	SOON HEE LEE 1940 NORTH BULLIS ROAD COMPTON, CA 90221
APN NO.:	6177-006-030
LOT NO.:	200 AC
TRACT NO.:	11891
OCCUPANCY:	M / B-2 / A-2
CONSTRUCTION TYPE:	III-B
LAND USE DESIGNATION:	LOW DENSITY RESIDENTIAL (LDR)
ZONING:	LIMITED COMMERCIAL
SCOPE OF WORK:	1. GENERAL PLAN AMENDMENT FROM LOW DENSITY RESIDENTIAL TO GENERAL COMMERCIAL 2. CHANGE OF USE FROM RETAIL TO RETAIL / BANQUET HALL
PROPOSED AREA OF WORK:	1,925 SF
APPLICABLE CODE:	2010 CALIFORNIA BUILDING CODE (CBC) 2010 CALIFORNIA RESIDENTIAL CODE (CRC) 2010 CALIFORNIA FIRE CODE (CFC) 2010 CALIFORNIA ELECTRICAL CODE (CEC) 2010 CALIFORNIA MECHANICAL CODE (CMC) 2010 CALIFORNIA PLUMBING CODE (CPC) 2010 CALIFORNIA EXISTING BUILDING CODE 2010 CALIFORNIA REFERENCE STANDARD CODE 2008 CALIFORNIA ENERGY EFFICIENCY COMPTON MUNICIPAL CODE

AREA SUMMARY

LOT SIZE:	100,250 SF
BUILDING AREA:	24,120 SF
LOT COVERAGE RATIO:	24,120 / 100,250 = 24% 24% < 40% THUS, LOT COVERAGE RATIO IS OK!
PARKING AREA:	78,130 SF
LANDSCAPE:	2,655 SF 2,655 / 78,130 = 3.5%

PARKING CACULATION

PARKING REQUIRED:	[E] RETAIL - 18,710 SF / 250 = 74.8 [E] STORAGE - 2,915 SF / 1,000 = 2.9 [N] BANQUET HALL - 1,925 SF / 50 = 38.5 117 TOTAL PARKING SPACES
PARKING PROVIDED:	68 STANDARD 5 H/C 43 COMPACT 116 TOTAL PARKING SPACES

INDEX

ARCHITECTURAL

T1.01 SITE PLAN, PROJECT DATA
T1.02 DISABLED ACCESS DETAILS
A1.01 RECYCLING FACILITY PLAN & ELEVATIONS
A1.02 CASHIER PLANS, SECTIONS, ELEVATIONS & DETAILS

FIRE NOTE

1. PROVIDE EXIT SIGN(S) WITH BATTER BACK UP AND/OR AS DIRECTED BY THE FIRE DEPARTMENT FIELD INSPECTOR (LETTER SIZE TO BE 6" HIGH ON CONTRASTING BACKGROUND) AND COMPLY WITH PROVISION OF THE 2001 UBC 1013
2. FIRE DAMPERS OR DOORS SHALL BE PROVIDED WHERE DUCTS PENETRATE FIRE-RATED WALLS OR CEILINGS (2001 U.B.C.)
3. EXIT SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED, WITH EMERGENCY LIGHTING CAPABLE OF PROVIDING ANY INTENSITY OF NO LESS THAN ONE FOOT-CANDLE AT FLOOR LEVEL. BUILDING CODE SEC.3315.
4. ANY DECORATIONS USED SHALL BE NONCOMBUSTIBLE OR FLAME-RETARDENT TREATED IN AN APPROVED MANNER. (CURTAIN, DRAPES, SHADES, HANGINGS, ETC.)
5. BUILDING ADDRESS NUMBERS TO BE PROVIDED ON THE FRONT OF ALL BUILDINGS AND VISIBLE AND LEGIBLE FROM STREET FRONTING THE PROPERTY. SAID NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. FIRE CODE SEC.10.208
6. PROVIDE FIRE EXTINGUISHER AS REQUIRED BY FIRE DEPARTMENT FIELD INSPECTOR.
7. EXIT DOOR SHALL SWING IN THE DIRECTION OF EXIT OVER EXTERIOR PAVING NO MORE THAN 1/2" BELOW THE THRESHOLD. EXIT DOORS SHALL BE OPENABLE FROM INSIDE WITHOUT USE OF KEY, SPECIAL KNOWLEDGE OR EFFORT. FLUSH BOLTS OR SURFACE BOLTS ARE PROHIBITED.
8. ALTERATIONS TO THE FIRE SPRINKLER SYSTEM SHALL BE BY SEPARATE PERMIT. SUBMIT PLANS WITHIN 30 DAYS TO THE GFD AND OBTAIN PERMIT PRIOR TO COMMENCEMENT OF ALTERATIONS. ALL SPRINKLERS SHALL BE QUICK RESPONSE OTHERWISE APPROVED BY THE GFD. THE SYSTEM SHALL BE 5 YEARS TESTED, AND THE 5 YEAR TEST CERTIFICATE SHALL BE PROVIDED PRIOR TO FINAL INSPECTION.
9. EXTEND THE FIRE ALARM SYSTEM CAPABLE OF NOTIFYING THE OCCUPANTS, AUDIBLY AND VISUALLY, OF THE BUILDING IN THE EVENT OF ACTIVATION OF THE AUTOMATIC FIRE SPRINKLER SYSTEM. THE FIRE ALARM SYSTEM SHALL BE INSTALLED BY A UL LISTED FIRE ALARM INSTALLATION COMPANY. UPON COMPLETITION OF THE INSTALLATION A SERIALIZED CERTIFICATE SHALL BE ISSUED IN ACCORDANCE WITH THE LISTING AGREEMENT BETWEEN THE INSTALLER AND UNDER WRITERS LABORATORIES. PLANS AND PERMIT APPLICATION SHALL BE SUBMITTED WITHIN 30 DAYS OF ISSUANCE OF THE BUILDING PERMIT. WORK ON THE FIRE ALARM SYSTEM SHALL BE DONE ONLY BY A QUALIFIED, UL LISTED FROM ALARAM CONTRACTOR WHO WILL PROVIDE THIS OFFICE WITH A COPY OF A UL CERTIFICATE CERTIFYING THE PROPER INSTALLATION OF THE SYSTEM AND MINIMUM 1 YEAR TESTING AND MAINTENANCE AGREEMENT PRIOR TO FINAL INSPECTION. NOTE ON PLANS.
10. FIRE ALARM SHALL BE MONITORED BY A UL CERTIFICATED CENTRAL STATION MONITORING COMPANY. PROVIDE NOTE ON PLANS.
11. PROVIDE A 2A-10BC FIRE EXTINGUISHER WITH RECESSED OR SEMI-RECESSED CABINET WITHIN 75 FEET TRAVEL DISTANCE OF OF ALL POINTS IN THE OCCUPANCY. MULTIPLE FLOORS OR MEZZANINES SHALL BE PROVIDED WITH EXTINGUISHERS INDEPENDENTLY EXTINGUISHERS SHALL BE MOUNTED IN EASILY ACCESSIBLE LOCATIONS AT 48" FROM THE TOP OF THE EXTINGUISHERS TO THE FINISHED FLOOR. IN THE KITCHEN, THE EXTINGUISHER SHALL BE 40BC AND LOCATED ADJACENT TO THE HOOD SYSTEM MANUAL PULL STATION.

CONSULTANTS

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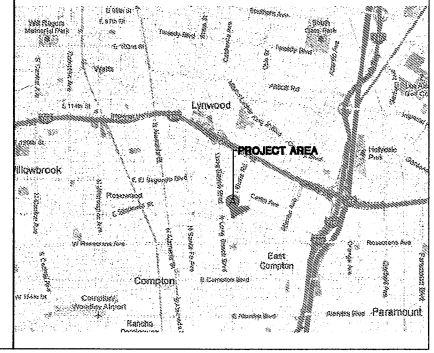
LOCATION



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SHEET TITLE

SITE PLAN
PROJECT INFO.

PROJECT

BANQUET HALL
1940 NORTH BULLIS ROAD
COMPTON, CA 90221

REVISION

DATE	REMARK
02/11	1 CITY CORRECTION

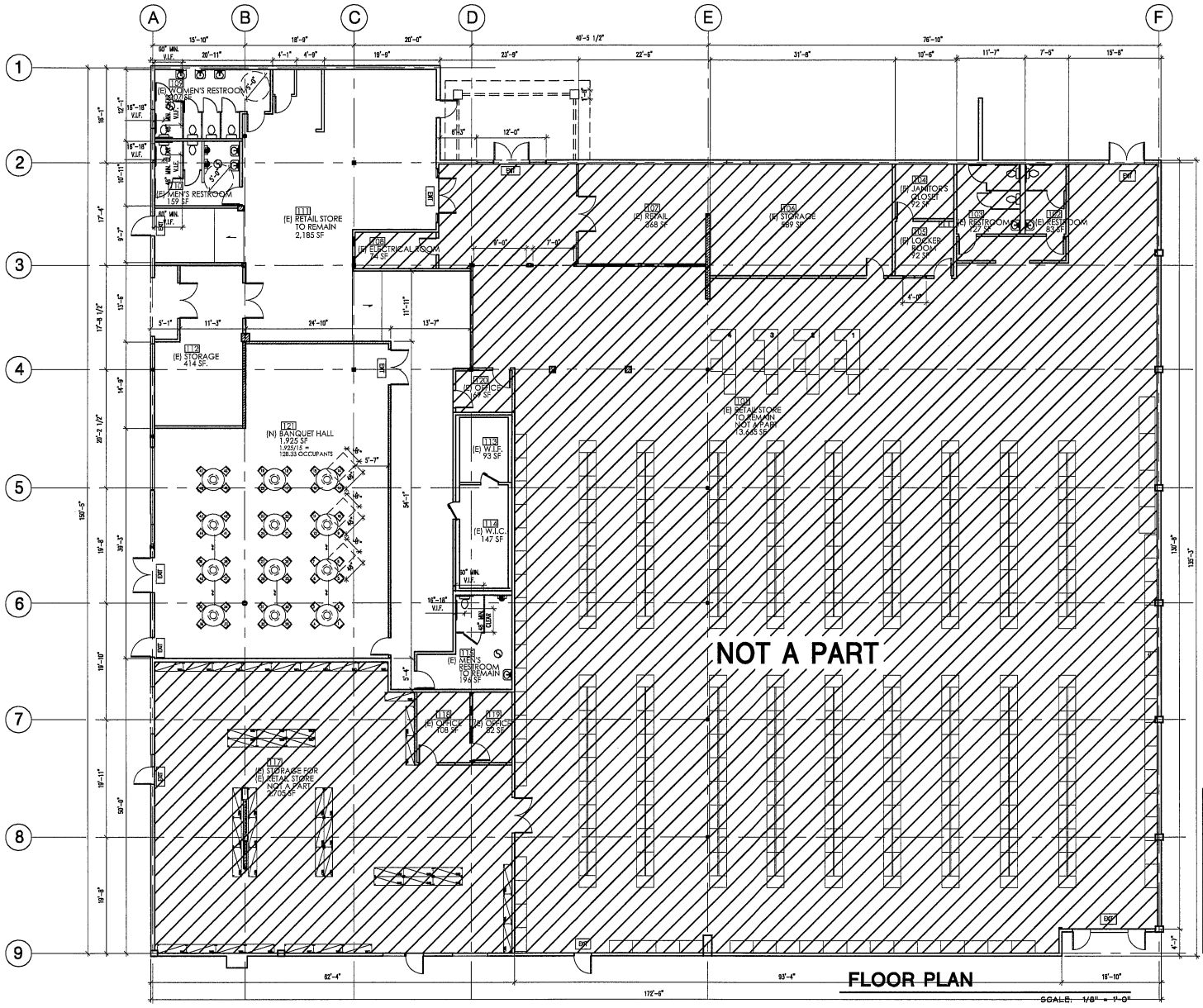
STAMP

JOB No.
DATE 02-24-12
SCALE AS SHOWN
DRAWN BY

SHEET NO.
T1.01

#6.

#9.



NOTE ALL EXIT DOORS MUST BE UNLOCKED DURING BUSINESS HOURS

LEGEND

(E)	EXISTING
(N)	NEW
	EXISTING NON-BEARING WALL TO BE REMOVED
	EXISTING WALL
	EXISTING CMU LOAD-BEARING WALL
	NEW NON-BEARING PARTITION WALL
(E)	(E) VENTILATION
EXIT	BATTERY BACK UP ILLUMINATED EXIT SIGN MUST BE ILLUMINATED WITH A MINIMUM OF ONE FOOT CANDLE AT FLOOR LEVEL ANY TIME THE BUILDING IS OCCUPIED PROVIDE EMERGENCY ILLUMINATION OF EXIT PATHWAYS

ARCHITECTURE

GRACE PARTNERSHIP INC.
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SHEET TITLE

FLOOR PLAN

PROJECT

BANQUET HALL

1940 NORTH BULLIS ROAD
COMPTON, CA 90221

REVISION

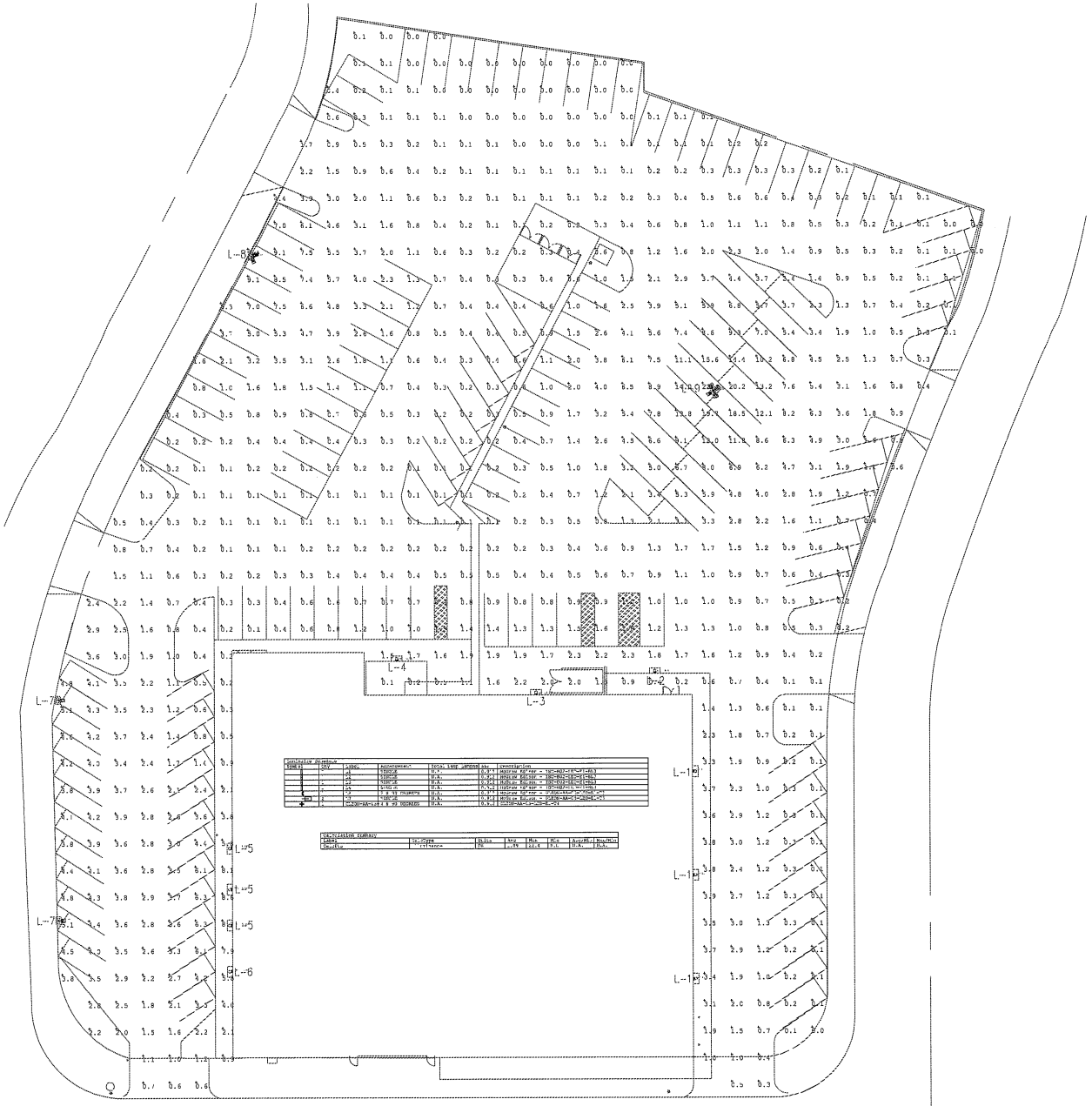
DATE	REMARK
02/11	1 CUP CORRECTION

STAMP

JOB No.	
DATE	02-24-12
SCALE	AS SHOWN
DRAWN BY	

SHEET NO.

A2.01



Calculations are provided using industry recognized software and are provided for estimation purposes only. Input data for the calculations corresponds to the information provided to us (assumptions may be made for information that is not provided). It is the responsibility of those using this service to verify that our input data is consistent with expected field conditions. Results of the lighting calculations accurately reflect the input data. However, actual lighting levels will vary depending on field conditions such as room characteristics, temperature, voltage and lamp/ballast output and other factors. Calculations are also subject to the limitations of the software. Due to the above considerations, Southern California Illumination cannot guaranty that actual light levels measured in the field will match our initial calculations.

Project Name: Ekono 99
Location:

Company: Grace Partnership

Applications Department:
www.scllights.com
app@sclights.com
phone: 949/622-3000
fax: 949/622-3095

Scale: 1/16" = 1' 0"

Date: 3/23/22
Dwg No: P-SL-1

SCI LIGHTING SOLUTIONS

#6.

#6.

PETITION

REQUEST FOR A GENERAL PLAN AMENDMENT

1940 N. BULLIS ROAD

COMPTON,CALIF

WE THE UNDERSIGNED SUPPORT THE REQUEST FOR A GENERAL PLAN AMENDMENT TO GENERAL COMMERCIAL WHICH WOULD ALLOW THE USE AND MAINATANCE OF THE PROPOSED BANQUET FACILITY.THE COMMUNITY IS IN NEED OF A QUALITY BANQUET FACILITY THAT PROVIDES REQUIRED OFF STREET PARKING AND NECESSARY SECURITY.THE PROPOSED GENERAL PLAN AMENDMENT AND BANQUET FACILITY WOULD BE A WELCOME AMENITY FOR THIS COMMUNITY.

Name –Address and Phone Number

1. Shana Lee. 1940 N Bullis Rd., Compton, CA 90221.
2. Juan Franco 83 Crocsus Ave Los Angeles
3. Henry Lyan 4150 Virginia St Lynwood ca
4. Maria Miranda 2803 N Santa Fe Ave Compton CA 90222
5. Miguel Sanchez 1601 E pine St compton ca 90221
6. Karla Tabares 1605 E. Kay st compton CA 90221
7. ~~Lily Medrano. 115 taft Coach. Ct Parson CA 90745~~
8. ~~Lorenzo Vega 610 S Harris Ave (310) 920 7473~~
9. ~~Dennise Aguilar 610 S Harris Ave (310) 920 7483~~
10. ~~Guisselle Gramajo 4251 Niland St. Lywood Ca. 90262~~
11. ~~Allan Covallos 4251 Niland St. Lywood Ca. 90262~~
12. ~~Dahiri Covallos 4251 Niland St. Lywood Ca. 90262~~
13. 902 N. Mayo av. Compton CA 90221 Reina Orellana
14. Yesenia Celio 612 1/2 43rd St LA. 90011

PETITION

REQUEST FOR A GENERAL PLAN AMENDMENT

1940 N. BULLIS ROAD

COMPTON,CALIF

WE THE UNDERSIGNED SUPPORT THE REQUEST FOR A GENERAL PLAN AMENDMENT TO GENERAL COMMERCIAL WHICH WOULD ALLOW THE USE AND MAINATANCE OF THE PROPOSED BANQUET FACILITY.THE COMMUNITY IS IN NEED OF A QUALITY BANQUET FACILITY THAT PROVIDES REQUIRED OFF STREET PARKING AND NECESSARY SECURITY.THE PROPOSED GENERAL PLAN AMENDMENT AND BANQUET FACILITY WOULD BE A WELCOME AMENITY FOR THIS COMMUNITY.

Name –Address and Phone Number

1. GERMAN Chan 1440 S. Long Beach Bl (310) 6372026
2. AIMA CHAN 1440 S. Long Beach Blvd. (424)246-0041
3. Sara Estrella 1940 N. Bullis Rd ste B 562/612 8999
4. Kimberly Pluscensia 4305 E. Rosecrans Ave (310) 2278046
5. leticia Garcia 1345 E Glencoe st 562 616 2900
6. Alejandra Reyes 2436 E. 117th Pl 323-514-4999
7. Elizabeth Albayeros 16121 Thorson ave Compton CA 90221 310 404-4548
8. Helida Macias 104 E. Cypress st. Compton Ca 90220
9. Darrell Hartley 2005 N. Bullis Ave Compton Ca 90222 (424) 785-8341 (424) 785-7188
10. FELIX AHA Cel 3102130809 8604 Madison Ave Apt 101 South Gate Ca 90280
11. Sharon Tristan 1620 Diane Dr Cpt Ca 90221 (310 637-9552)
12. Juliana Lopez 3587 BURTON AV. LYNWOOD CA 90262
13. Marian Acosta 323 617 6427
14. Monica Acosta 323 812 99 62.

#6.

PETITION

REQUEST FOR A GENERAL PLAN AMENDMENT

1940 N. BULLIS ROAD

COMPTON,CALIF

WE THE UNDERSIGNED SUPPORT THE REQUEST FOR A GENERAL PLAN AMENDMENT TO GENERAL COMMERCIAL WHICH WOULD ALLOW THE USE AND MAINATANCE OF THE PROPOSED BANQUET FACILITY.THE COMMUNITY IS IN NEED OF A QUALITY BANQUET FACILITY THAT PROVIDES REQUIRED OFF STREET PARKING AND NECESSARY SECURITY.THE PROPOSED GENERAL PLAN AMENDMENT AND BANQUET FACILITY WOULD BE A WELCOME AMENITY FOR THIS COMMUNITY.

Name –Address and Phone Number

1. Maria Trujillo 325 w. Laurel st. Compton, CA 90220 (424)243-1376
2. Thelma Paniagua 12120 Louise Ave, Lynwood, CA 90262 (562)361-2223
3. Eduardo Prado 14695 Alaric Av #B compton (323) 387-7681
4. ZOYLA RODRIGUEZ 111 S LOCUST AVE APT F compton CA 90221
5. MARGARITA RIOS 2103 N Wanda Av. Compton CA 90221
6. Estrella Figueroa 1010 N Muriel Ave Compton CA 90221 (323)535-4317
7. Oralia Enciso 3585 Euclid Ave #B (562) 618-9524
8. [illegible] 1801 E. SAN VINCENTE AVE COMPTON CA. 90221 (949)233-3110
9. Veronica Villegas 3519 Orchard Lynwood CA (310-714-2413
10. Cristina Benitez 2229 E. Pine (323)425-6769
11. Sonia Guerrero Compton, CA 90222 310) 631-3493
12. Maricla Mejia 3331 orchard Ave Lynwood (310) 537-6539
13. Maria Valencia 1705 E KAY St #2 (323) 245-3145
14. EVA GOMEZ (323) 331-7450 11041 BULLIS rd LYNWOOD

PETITION

REQUEST FOR A GENERAL PLAN AMENDMENT

1940 N. BULLIS ROAD

COMPTON,CALIF

WE THE UNDERSIGNED SUPPORT THE REQUEST FOR A GENERAL PLAN AMENDMENT TO GENERAL COMMERCIAL WHICH WOULD ALLOW THE USE AND MAINATANCE OF THE PROPOSED BANQUET FACILITY.THE COMMUNITY IS IN NEED OF A QUALITY BANQUET FACILITY THAT PROVIDES REQUIRED OFF STREET PARKING AND NECESSARY SECURITY.THE PROPOSED GENERAL PLAN AMENDMENT AND BANQUET FACILITY WOULD BE A WELCOME AMENITY FOR THIS COMMUNITY.

Name –Address and Phone Number

1. Hector Daniel Chavez 503 Est. Oaks St #15
2. Liliana Madrano 11 Stage Coach Ct Carson CA 90745
3. Guisselle Gramajo 12834 S. Harris Ave. Compton 90221
4. Allan Cevallos 12834 S. Harris Ave. Compton 90221
5. Dahiri Cevallos 12884 S. Harris Ave. Compton 90221
6. Lorenzo Vega 610 S. Harris Ave (310) 920 7473
7. Dennise Aguilar 610 S. Harris Ave (310) 920 7481
8. Rocio Gomez 1675 Stockton av. (562) 231-8028
9. Veronica Sarabia 1601 E Ezmeralda St (310) 433-0640
10. Alma Burgos 3303 Burton Ave (562) 419-0411
11. [illegible] 11901 Long Beach Blvd Lynwood (310) 608-0329
12. Tania Estrada 3613 Burton Av. 310 663 5785.
13. Jose Ruiz 644 Lomsich Blvd. 310 648 5496
14. [illegible] 702 S. Harris ave (cell) 310/747-57

17

#6.

PETITION

REQUEST FOR A GENERAL PLAN AMENDMENT

1940 N. BULLIS ROAD

COMPTON,CALIF

WE THE UNDERSIGNED SUPPORT THE REQUEST FOR A GENERAL PLAN AMENDMENT TO GENERAL COMMERCIAL WHICH WOULD ALLOW THE USE AND MAINATANCE OF THE PROPOSED BANQUET FACILITY.THE COMMUNITY IS IN NEED OF A QUALITY BANQUET FACILITY THAT PROVIDES REQUIRED OFF STREET PARKING AND NECESSARY SECURITY.THE PROPOSED GENERAL PLAN AMENDMENT AND BANQUET FACILITY WOULD BE A WELCOME AMENITY FOR THIS COMMUNITY.

Name –Address and Phone Number

1. Amelia Pecales 1714 orisava L.B CA 90804
2. JOSE A. SANTOS 15421 S. WASHINGTON AVE, COMPTON, CA 90221
3. Mariana Sandoval 115 N. Bullis Ave. Compton CA 90224
4. Angel Navarro 310) 493-8838 6931 Long Beach blvd. LB CA 90805
5. Bardelia Aguilar (323) 208-87-77
6. Ricardo Lopez 310-638-6279 Martha Flores (562) 884 1790
7. Araceli Ramirez (310) 604 98 58
8. Monica Recelez 1461 Bullis av.
9. Lillie King (323) 217-0062
10. Josefina Zuniga (323) 476-6416
11. Jose Rubler 323)249 1241
12. LUIS HUITZ. 323-572-7712.
13. Sandra Sosa. 323-572-0067
14. 12607 Waldorf Dr. Lynwood.

#6.

PETITION

REQUEST FOR A GENERAL PLAN AMENDMENT

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Name –Address and Phone Number

1. Angelica Guerrero - 1419 W. 152nd st compton Ca. (310) 404-4678
2. Esther Garcia 12506 Waldorf Lynwood (310) 898-13-74
3. Elsa LACEFIELD 125 E. RAYMOND ST. COMPTON CA 90220 (310) 639-6447
4. Maria Raquel 1701 E Kay St Compton CA 90221 (310) 9372546
5. Gerardo Arellano 1924 E Compton (310) 764-2591
6. Fatima Marmei 532 East El Segundo blvd Compton Ca.
7. ma Estte Paz 5-Liwut
8. Zoeva Pacheco 2023 W Santee Ave compton CA 90221 424 257 2760
9. Claudia Garcia 435 Santa Fe CA 90222 (310) 415.8462
10. Gennell Lewis 1821 E. Orchard St. Compton, CA 90221 (310) 635-
11. ~~Vanessa Hernandez~~ 11236 Louise Ave. Lynwood CA 90262
12. Leonor Alvarez 1307 N. Spring Ave Compton. CA (310) 537 6733 310 907-7928
13. Maria Elena Perez 3603 Calin Ave Lynwood CA 90262 310 489-3486
14. Rosy Figueroa 910-N Muriel Ave Compton CA 90221 323-535 4317

#6.

PETITION

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Name –Address and Phone Number

1. Graciela Vargas 2437 E. EL SEGUNDO Blvd #B (310) 200-9624
2. Pedro Rodriguez 3321 Tecumseh Ave. (323) 2475458
3. HAYDI MORENO 11742 4 AVE LYNWOOD (323) 523-4414
4. Maribel ZAVALA 310 977-44-54
5. Susana Navarro (310) 884-9638
6. Justino Espinosa C 310-592-58-16
7. Juana Miranda 310-703-4589
8. Araceli martinez 310 764-2184
9. maria cardenas
10. Irene Romero (424) 7858739
11. Teresa Solis (310) 6081520
12. Avilia Ordoñez (310) 6318744
13. Araceli Piazo (310-6358455
14. 3523 BEEWOOD LYNWOOD CA D

#6.

PETITION

REQUEST FOR A GENERAL PLAN AMENDMENT

1940 N. BULLIS ROAD

COMPTON,CALIF

WE THE UNDERSIGNED SUPPORT THE REQUEST FOR A GENERAL PLAN AMENDMENT TO GENERAL COMMERCIAL WHICH WOULD ALLOW THE USE AND MAINATANCE OF THE PROPOSED BANQUET FACILITY.THE COMMUNITY IS IN NEED OF A QUALITY BANQUET FACILITY THAT PROVIDES REQUIRED OFF STREET PARKING AND NECESSARY SECURITY.THE PROPOSED GENERAL PLAN AMENDMENT AND BANQUET FACILITY WOULD BE A WELCOME AMENITY FOR THIS COMMUNITY.

Name –Address and Phone Number

1. Irma Alvarado 5507 Olanda St. 310-631-7253
2. Michael Ramon 1140 Bullis Rd. (310) 638-4549
3. Cesar Arbulano (310) 387-56-47
4. Nancy Ortiz 1518 White (562) 753-3923
5. Claudia Flores 929 Oaks St 562 417-9357.
6. Silvia Paniagua 12120 Louise Ave 562 361-0534
7. Guadalupe Lopez 1231 W Willas St Compton CA 90221
8. Oscar Noriega 1309 S. Tamarind Ave. Compton (562) 400 5432
9. Odilia Riviera 12624 Harris Ave Lynwood CA. (323) 928 8389.
10. OSCAR J. A 1612 DINE COMTON 310 505 2187
11. Maria Del Pinillo 3429 Cortland St Lynwood 90262
12. Rosa Franco 5926 Mamilan St Lynwood
13. Ana Sarabia 1601 E Ezmirelian St (909) 979679 310) 637 0821
14. Carlos Mclara 1809 E San Vincente

#6.

PAN-AM PRIVATE PATROL, INC.

3609 W. San Marino St. #3, Los Angeles, CA 90019

To the City of Compton,

Our company, Pan-Am Private Patrol, Inc., will post a security guard at 1940 N. Balls Rd, Compton ,CA. 90221 for the Banquet Hall. He will be there from 4 P.M. to 12 A.M.

PAN-AM PRIVATE PATROL, INC.
STATE LIC. # P.P.O. 16581
3609 W. SAN MARINO ST. # 3
LOS ANGELES, CA 90019

INITIAL STUDY/NEGATIVE DECLARATION NO. 932
General Plan Amendment No. 2013-002
Conditional Use Permit 2701

Project:
Establish A Small Banquet Hall Facility
at
1940 N. Bullis Rd.
Compton, CA 90221

Lead Agency:
City of Compton
Planning & Economic Development Department
205 South Willowbrook Avenue
Compton, CA 90220

October 2014

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PURPOSE OF INITIAL STUDY

Pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.), this Initial Study/Mitigated Negative Declaration has been prepared in accordance with State CEQA Guidelines. This Initial Study has been prepared to identify and evaluate short-term and long-term operational impacts associated with the request to approve Conditional Use Permit (CUP) Case No. 2701, General Plan Amendment No. 2013-002 and Negative Declaration No. 932, a request to convert 1,925 square feet of existing unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. This project also requires that the General Plan land use designation be amended from Low Density Residential (LDR) to General Commercial to be consistent with existing commercial development and the existing Limited Commercial (C-L) zoning of the subject site.

CEQA requires that all State and local government agencies consider the environmental consequences of projects over which they have discretionary authority before taking action on those projects. Pursuant to Section 15367 of the State CEQA guidelines, the City of Compton is the Lead Agency and has the principal responsibility of approving and implementing the proposed project. The Initial Study would provide the Lead Agency, the City of Compton, with information to use as basis for deciding whether to prepare an Environmental Impact Report (EIR), Negative Declaration (ND) or Mitigated Negative Declaration (MND) for the project. If the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall prepare a Negative Declaration or Mitigated Negative Declaration for the project.

ENVIRONMENTAL REVIEW REQUIREMENTS

The proposed project requires environmental review under the California Environmental Quality Act (CEQA). Section 15063(a) of the State CEQA Guidelines requires the Lead Agency to prepare an Initial Study (IS) to determine if the proposed project has the potential to have a significant effect on the environment. This IS/MND provides the basis for the finding that, with the implementation of mitigation measures prescribed herein, the proposed project would not have the potential to result in a significant effect on the environment.

Section 15063 of the CEQA Guidelines identifies specific disclosure requirements for inclusion in an Initial Study. Pursuant to these requirements, an Initial Study shall include:

- Identification of the environmental setting;
- A description of the proposed project;
- Identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries;
- Discussion of ways to mitigate significant effects identified, if any;
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls; and
- The name of the person who prepared or participated in the preparation of the Initial Study.

This document alone is a disclosure document aimed at informing all concerned parties and fostering informed discussion and decision-making regarding all aspects of the proposed project. The City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Negative Declaration as part of its environmental review.

Copies of the Initial Study and the Notice of Intent to Adopt a Negative Declaration will be forwarded to responsible agencies, trustee agencies, if any, and will be made available to the public for review and comment. A 20-day public review period will be provided to allow these entities and other interested parties to comment on the proposed project, the Negative Declaration, and the findings of this Initial Study.

INITIAL STUDY ORGANIZATION

PROJECT SUMMARY

This section provides summary of the project and general information, including the project title, the project applicant and the lead agency for the proposed project.

PROJECT DESCRIPTION:

The Project Description section provides an overview of the existing site, describes the characteristics of the proposed use, and identifies the discretionary approvals required as part of the proposed project's implementation. This section provides a detailed description of the proposed project, environmental setting and the proposed project, including project objectives.

SCOPE OF ANAYLSIS/ANALYSIS THRESHOLDS:

This section provides an overview of the topics to be reviewed in the initial study checklist, discusses each of the four possible responses and thresholds of significance.

ENVIRONMENTAL ANALYSIS: INITIAL STUDY CHECKLIST AND EVALUATION:

Environmental Analysis contains a discussion of the existing conditions and analyzes the potential impacts with the proposed project. This section contains the complete IS Checklist showing the level of impact under each environmental impact category. This section also contains an assessment and discussion of the impacts associated with each environmental impact category associated with the IS Checklist. When the evaluation identifies potential significant effects, mitigation measures are provided to reduce such impacts to less-than-significant levels.

FINDINGS:

The findings section provides a discussion of how the proposed project may yield or have the potential to yield. A significant effect upon one or more of the issue areas analyzed herein initial study.

MITIGATION MONITORING PROGRAM:

This section provides a comprehensive list all of mitigation measures and discusses how each mitigation measure will be monitored.

PROJECT SUMMARY

Project Overview:
Conditional Use Permit (CUP) Case No. 2701, General Plan Amendment No. 2013-002 and Negative Declaration No. 932, are applications submitted to the City of Compton by Soon Hee Lee to convert 1,925 square feet of existing unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. This project also requires that the General Plan land use designation be amended from Low Density Residential (LDR) to General Commercial to be consistent with existing commercial development and the existing Limited Commercial (C-L) zoning of the subject site.

Project Title:
General Plan Amendment No. 2013-002
Conditional Use Permit Case No. 2701
Negative Declaration No. 932

Project Location:
1940 N. Bullis Rd.
Compton, CA 90221

Assessor Parcel No.:
6177-006-030

Applicants:
Soon He Lee
885 5th Ave.
Los Angeles, CA 90005

Representatives:
King Woods & Associates, Inc.
King Woods
1142 S. Diamond Bar Blvd., #437
Diamond Bar, CA 91765

Lead Agency and IS/ND Preparer:
City of Compton
Planning and Economic Development Department
205 South Willowbrook Avenue
Compton, CA 90220
Telephone: 310.605.5532

PROJECT DESCRIPTION

This Initial Study/Negative Declaration No. 932 (IS/ND) analyzes the potential environmental effects of 1) converting 1,925 square feet of commercial space within an existing 24,120 square foot commercial building to establish a small banquet hall facility and 2) amending the General Plan land use designation from Low Density Residential (LDR) to General Commercial to be consistent with existing commercial development and the existing Limited Commercial (C-L) zoning of the subject site.

Soon Hee Lee, the property owner is requesting approval to convert 1,925 square feet of unused commercial space within the existing 24,120 square foot commercial building to operate a small banquet hall facility. The banquet hall facility would be operated by the property owner. The banquet would operate 7 days a week from 9 a.m. to 12 a.m. The banquet is intended to hold small private events like wedding receptions, birthday parties, quinceaneras and other similar events. All events are private and not open to the public. The clients would be responsible for providing their food and music. No on-site kitchen, dressing rooms, stage or designated dance floor area are proposed. See Exhibit 3. Security is proposed from the hours of 4 p.m. to midnight. The applicant proposes to install sound attenuating insulation to minimize noise concerns. No exterior changes to the site are proposed.

The subject site is currently zoned Limited Commercial and has been developed commercially since the early 1950's. However, the existing General Plan land use designation, for the subject site is Low Density Residential (LDR). The City is in the latter process of updating the general plan and the City is proposing to change the subject site' land use to General Commercial, which would make the property consistent with the existing commercial zoning and the existing commercial development. However, due to the lengthy processing time of the General Plan, the applicant has decided submit their request for a general plan amendment to change the existing land use designation to General Commercial. Approval of the banquet hall would be contingent on approval of the general plan amendment.

Exhibit 1 - Aerial Vicinity Map

Project Background

The subject site is a 100,250 square foot (2.2 acre) rectangular shaped parcel of land located on the east side of Bullis Rd. between Pine Street and Mc Millan Street, refer to Exhibit 1. The site is currently developed commercially and has been since the early 1950's. The site is developed with a 24,120 square foot, freestanding

commercial building. The site is fully improved with a parking lot, landscaping planters and parking lights. The building covers approximately 24% of the lot. The site is improved with 146 parking stalls, refer to Exhibit 2.

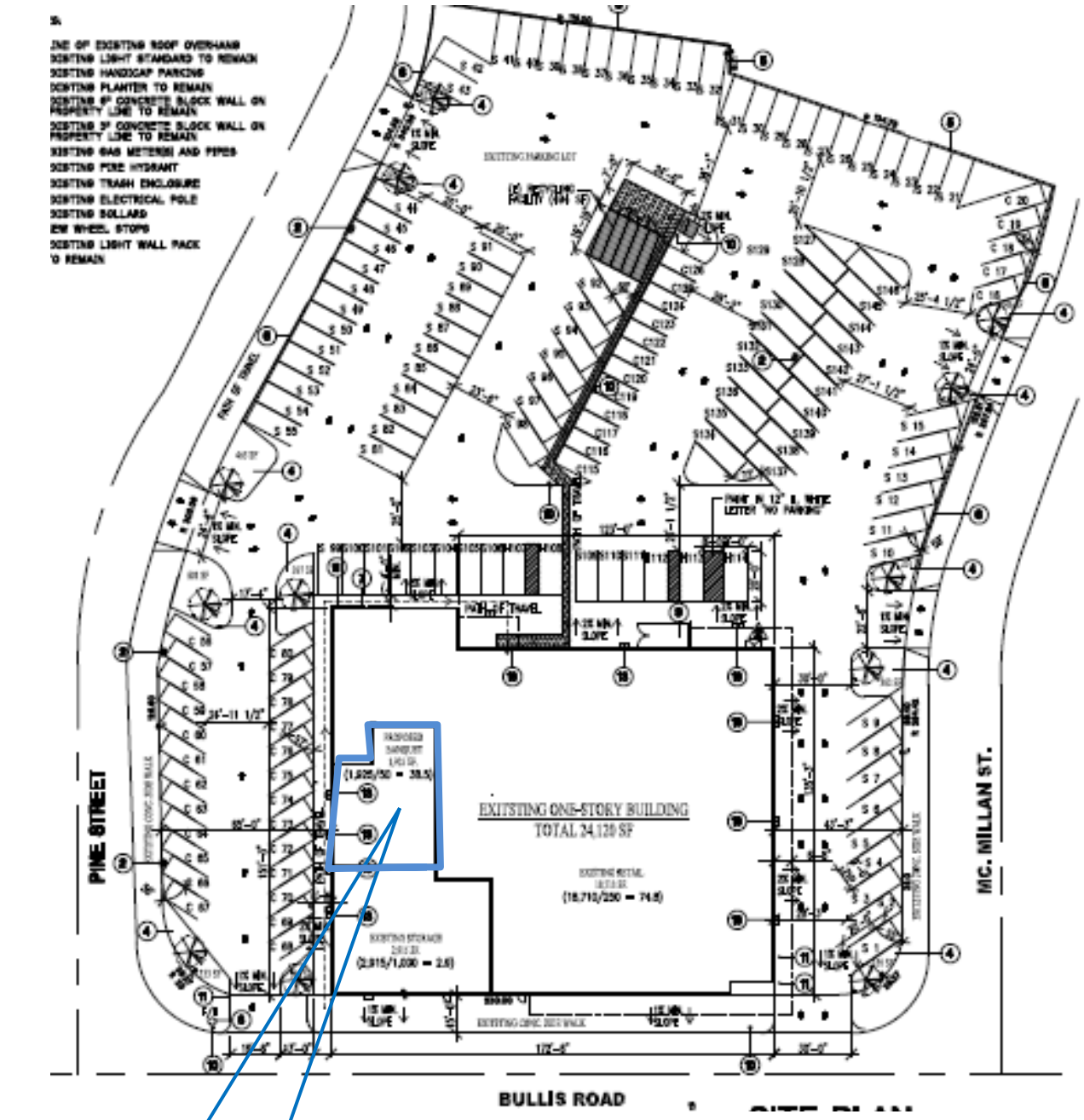


Exhibit 1 - Proposed Site Plan

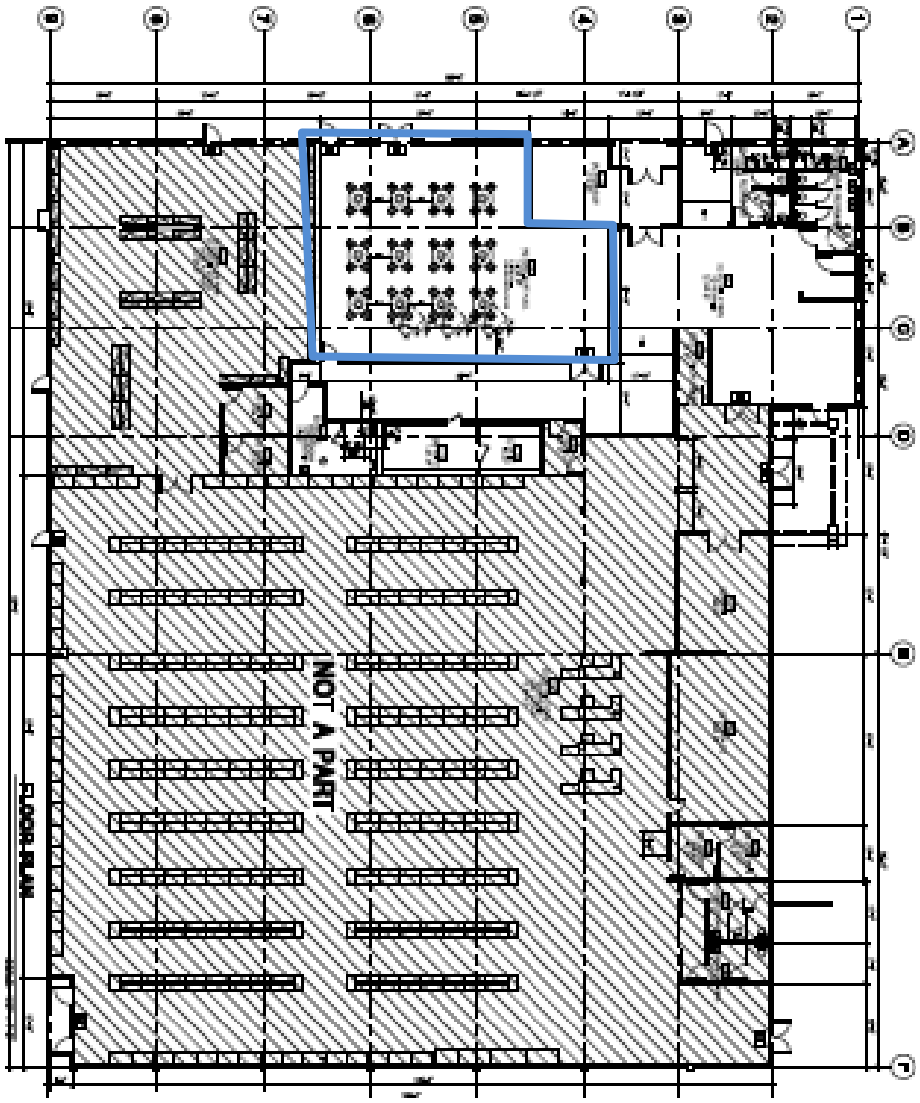


Exhibit 3 – Proposed Floor Plan

Zoning and Land Use - The property is currently zoned Limited Commercial (C-L) and the General Plan land use designation is Low Density Residential (LDR). The table below provides a summary of zoning and land uses for adjacent uses.

SUMMARY	Project Site	North	South	East	West
General Plan	Low Density Residential (LDR)	Low Density Residential (LDR)	Low Density Residential (LDR)	Low Density Residential (LDR)	Mixed Use (MU)
Zoning	Limited Commercial (C-L)	Limited Commercial (C-L)	Limited Commercial (C-L)	Parking (P) and Low Density Residential (RL)	Limited Commercial (C-L)
Existing Land Use	Commercial Center	Apartment Complex and Single Family Houses	Commercial Center and Single Family Houses	Single Family Houses	Regional Commercial Centers

Table 1 – Zoning & Land Use Summary

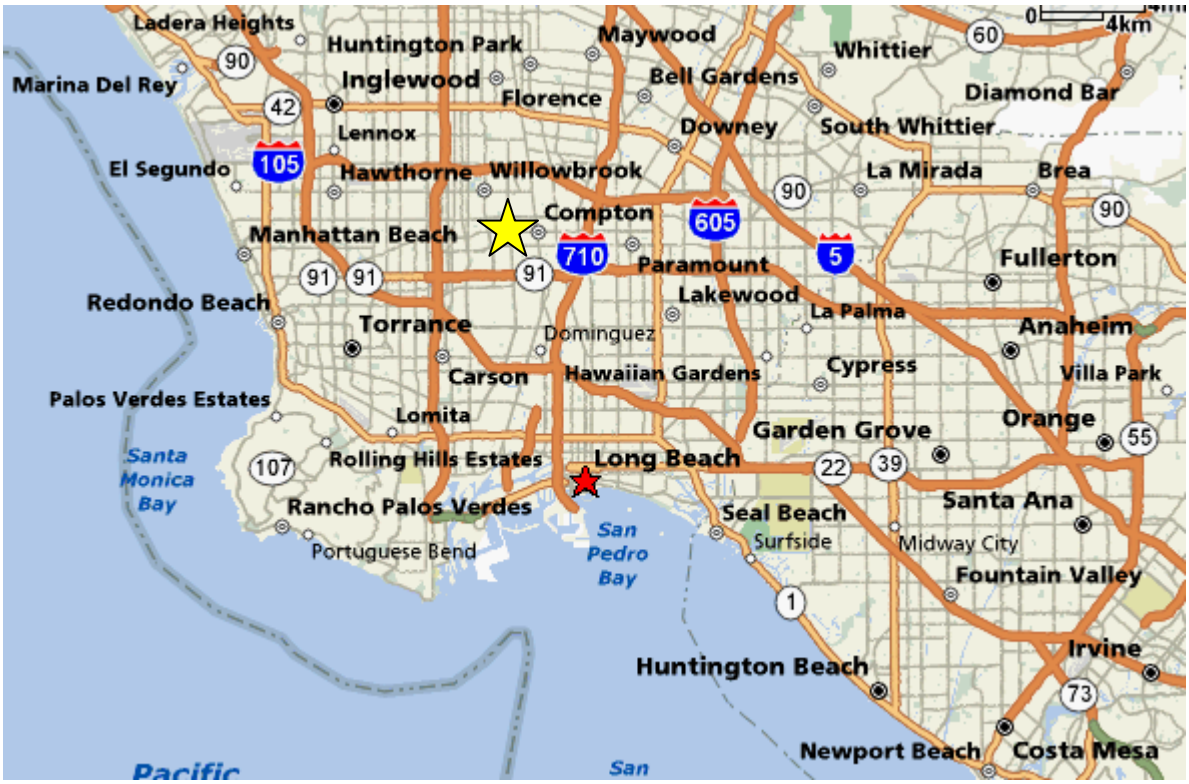


Exhibit 4 – Regional Map

REGIONAL LOCATION

The proposed facility is located in the north-eastern portion of the City of Compton in an existing commercial and residential area. The City of Compton is bordered by the unincorporated Los Angeles County community of Willowbrook on the north and northwest, the unincorporated Los Angeles County community of West Rancho Dominguez on the west, the City of Carson on the southwest, the unincorporated Los Angeles County community of Rancho Dominguez on the south, the City of Long Beach on the southeast, the City of Paramount and the

unincorporated Los Angeles County community of East Compton on the east, and the City of Lynwood on the northeast.

The City of Compton has a comprehensive transportation system that has resulted in its nickname, "the Hub City." Four regional highways (I-110 from Pasadena to San Pedro; I-710 from Alhambra to Long Beach; I-105 from El Segundo to Norwalk; and SR-91 from Redondo Beach to Riverside) form the general boundaries of the City. The Alameda Corridor is a rail and truck route which runs through the City. The Los Angeles International Airport (LAX) is located approximately 11 miles from the City and, the City also has a general aviation airport, the Compton/Woodley Airport.

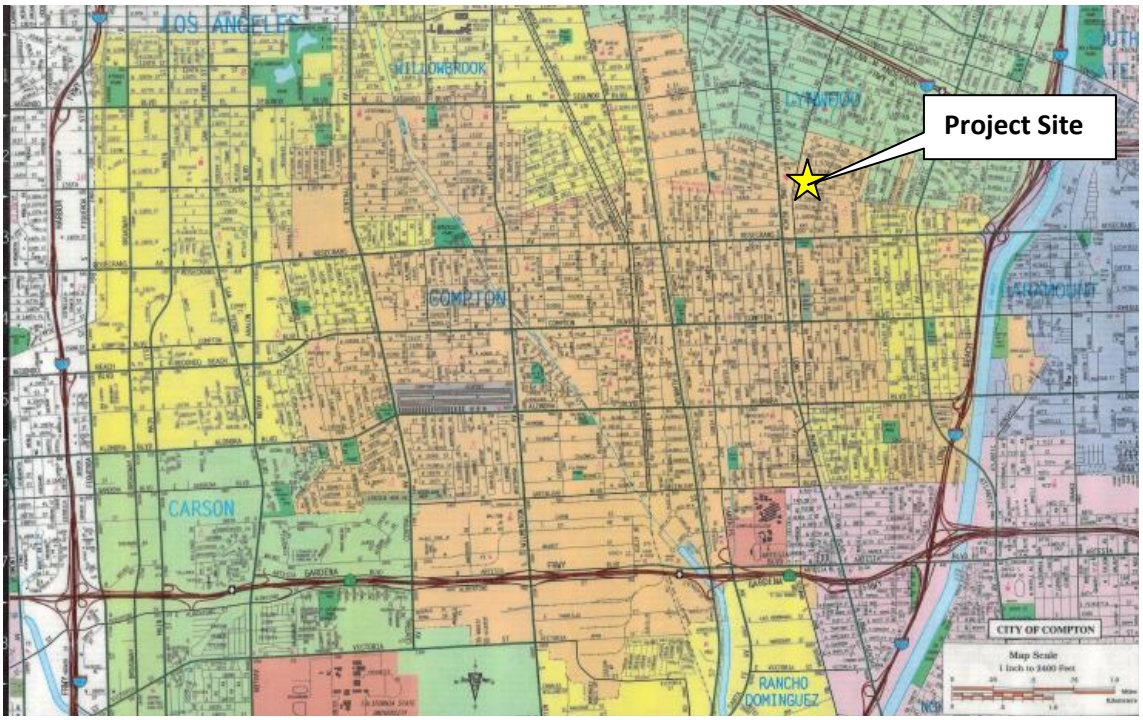


Exhibit 5 – Project Location in the City of Compton

OVERVIEW OF SURROUNDING LAND USES AND ENVIRONMENTAL SETTING

The area surrounding the subject site is generally developed commercial and residential. Properties to the west of the subject site across Bullis Rd. are zoned commercial and are developed with large commercial centers. Properties to the north and east of the subject site, on both McMillan and Pine Street are developed residentially (single and multi-family residential). The property on the southeast corner of Bullis Rd. and McMillan St. is zoned commercial and is develop with a commercial center. The property on the northeast corner of Bullis Rd. and Pine St. is zoned commercial but is developed with a 66 apartment unit complex.

Photo 2: View of subject site looking north on Bullis Rd.

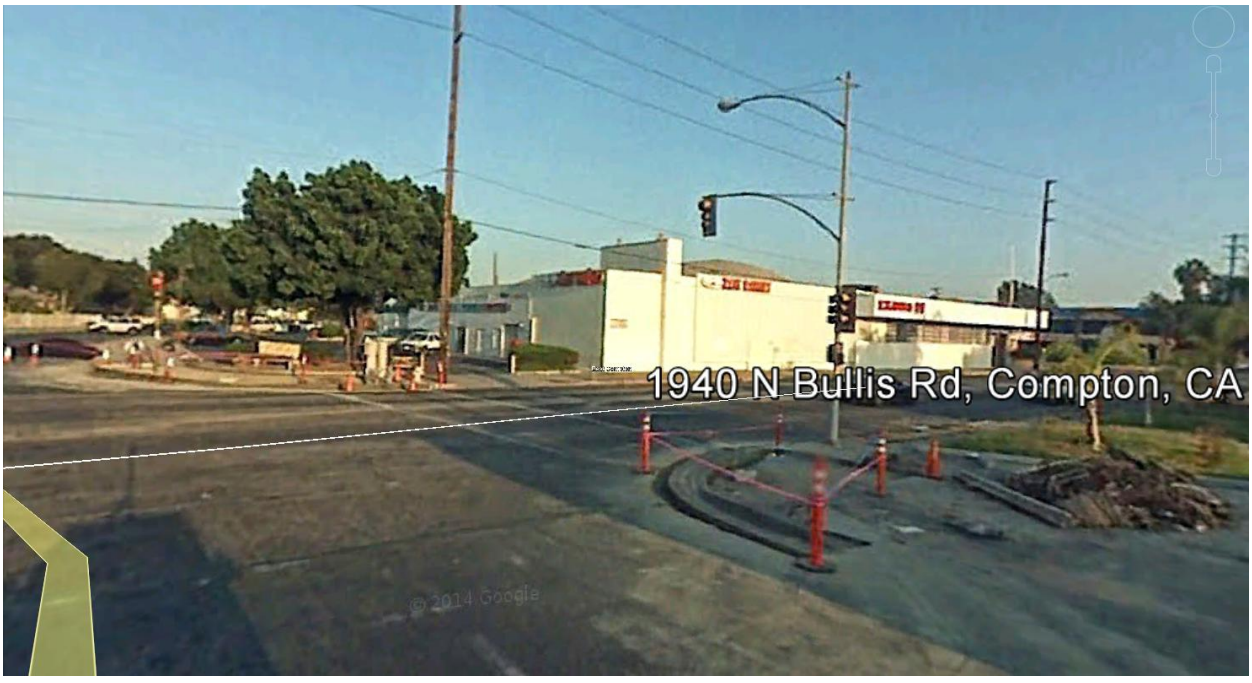


Photo 3: View of subject site looking east.

Photo 4: View of surrounding properties across McMillan St. to the south.

Photo 5: View of surrounding properties across Pine St. looking east.

Photo 6: View of surrounding properties to the east of the subject site on McMillan St.

DISCRETIONARY ACTIONS

Discretionary actions include those local approvals or entitlements necessary in order to implement a project. Under CEQA, there are several discretionary actions associated with approval of the proposed project. The first action will be a decision on whether or not to approve the proposed project on the part of the Lead Agency, City of Compton. The City of Compton will consider the following:

- The approval of General Plan Amendment No. 2013-002.
- The approval of Conditional Use Permit Case No. 2701
- The adoption of Negative Declaration No. 932

SCOPE OF ANAYLISIS/ANAYLSIS THRESHOLDS

This section of the Initial Study analyzes the potential environmental impacts that may result from the This Initial Study has been prepared to identify and evaluate short-term and long-term operational impacts associated with the conversion of 1,925 square feet of existing unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility and the General Plan land use designation amendment from Low Density Residential (LDR) to General Commercial to be consistent with existing commercial development and the existing Limited Commercial (C-L) zoning of the property located at 1940 N Bullis Rd.

The issue areas evaluated in this Initial Study include the following:

- Aesthetics;
- Agriculture Resources;
- Air Quality ;
- Biological Resources;
- Cultural Resources;
- Geology And Soils;
- Greenhouse Gas Emissions;
- Hazards And Hazardous Materials;
- Hydrology And Water Quality
- Land Use And Planning;
- Mineral Resources;
- Noise;
- Population And Housing;
- Public Services;
- Recreation;
- Transportation/Traffic;
- Utilities And Service Systems

The environmental analysis contained in this section of the Initial Study reflects the Initial Study Checklist format used by the City of Compton in its environmental review process. Under each issue area, an assessment of impacts is provided in the form of questions and answers. The analysis contained herein, provides a response to the individual questions. For the evaluation of potential impacts, questions are stated and an answer is provided according to the analysis undertaken as part of this Initial Study's preparation. To each question, there are four possible responses:

- ***No Impact***. The proposed wholesale and public recycling facility will not have any measurable environmental impact on the environment and no further analysis is required.

- ***Less Than Significant Impact***. The proposed wholesale and public recycling facility may have the potential for impacting the environment, although these impacts are below levels or thresholds that the City or other responsible agencies consider to be significant.

- ***Potentially Significant Impact Unless Mitigated.*** The proposed wholesale and public recycling facility may have the potential to generate impacts, though the level of impact may be reduced to levels that are considered to be less than significant with the implementation of the recommended mitigation measures

- ***Potentially Significant Impact***. The proposed wholesale and public recycling facility is known to represent impacts, that are considered significant or additional analysis is required to identify the potential impacts and any requisite mitigation measures. A notation under this column signifies those issues that will be evaluated in the EIR.

Evaluation Of Environmental Impacts.

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 (e.g., 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 (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

All answers must take 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.

Once the lead agency has determined that a particular physical impact may occur, and then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" ” appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" ”entries when the determination is made, an EIR is required.

"Negative Declaration: “a Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" or 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.

Earlier analyses 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:

Impacts Adequately Addressed. Identify which effects 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 the earlier analysis.

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.

Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., 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. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

INITIAL STUDY CHECKLIST AND EVALUATION

AESTHETICS	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
Would the project:				
a. Have a substantial adverse effect on a scenic vista?	X			
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	X			
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	X			
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	X			

Would the project:

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

No Impact. No significant adverse impacts would occur if the implementation of the proposed project were undertaken as proposed as there are no scenic vistas in the surrounding area. The project site is highly urbanized, fully developed and the surrounding area is commercial and residential.

A scenic vista refers to a view of a focal point or panoramic views of broader geographic areas that have visual interest. A focal point view consists of a view of a notable object, building, or setting. A panoramic view is generally a wide-angle view that extends into the distance. An impact to a scenic vista would occur if the bulk or design of a building, structure or development contrasts enough with a visually interesting view, so that the quality of the view is permanently affected. No new buildings are proposed.

Mitigation Measures: None

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcrops, and historic buildings within a state scenic highway?

No Impact. No adverse impact would occur resulting from implementation of the proposed project. There are no roadways or State Highways adjacent to or in the vicinity of the project area that are designated as scenic highways. The nearest State-designated scenic highway is Route 1, located approximately 12 miles northwest of the project area. The site is fully developed within a heavily urbanized area and no native trees, rock outcrops or historic buildings are onsite. Therefore, no impacts related to scenic resources would occur.

Mitigation Measures: None required.

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

No Impact. No significant adverse impact would occur resulting from implementation of the proposed project that would substantially degrade the existing visual character or quality of the project area and its industrial area. Significant impacts to the visual character of a site and its surroundings are generally based on the removal of features with aesthetic value. In actuality, the site is fully developed land has been since the early 1950's. The site is located in a fully urbanized area. No exterior changes to the site are proposed. The applicant's request is to convert 1,925 square feet of existing unused commercial space located within an existing 24,120 square foot commercial building into a small banquet hall facility. Therefore the proposed project will not degrade the existing visual character or quality of the site or surrounding area.

Mitigation Measures: None required.

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

No Impact. The subject site is already developed commercially with existing parking lot and parking lot lighting poles. No exterior changes to the site are proposed. Therefore, the proposed project will not result in the creation of any significant impacts related to light or glare.

Mitigation Measures: None

AGRICULTURE RESOURCES	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department 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?	X			
b. Conflict with existing zoning for agricultural use, or a Williamson act contract?	X			
c. Conflict with existing zoning for, or cause rezoning of forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	X			
d. Result in the loss of forest land or conversion of forest land to non-forest use?	X			
e. Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	X			

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 Monitoring Program of the California Resources Agency, to non-agricultural uses?

No Impact. No significant adverse impact would occur resulting from implementation of the proposed project. The proposed project would not convert valued farmland to non-agricultural uses. There are no agricultural uses or operations present onsite or in the project area and the proposed project area is not included in the Farmland Mapping and Monitoring Program of the California Resources Agency The project site is already fully developed in an industrial urbanized area. No impacts related to conversion of agricultural lands would occur.

Mitigation Measures: None

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

No Impact. No significant adverse impact would occur with implementation of the project since the project area does not conflict with any agricultural zoning or contain agricultural parcels enrolled under the Williamson Act. The majority of land in the immediate area is zoned for commercial and residential land uses and no farmland is present. No Prime Farmland, Unique Farmland, or Farmland of Statewide Importance is also present within the City of Compton. Therefore, no impacts related to Williamson Act lands would occur.

Mitigation Measures: None

c) Conflict with existing zoning for, or cause rezoning of forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. No adverse impact would occur resulting from implementation of the proposed project. The proposed project will not affect any existing timberland or cause the rezoning of any forest land, timberland, or timberland zoned for Timberland Production. The project area is fully developed for commercial and residential uses and not zoned for forestry purposes. No timberland zoning is present in the vicinity of the proposed project or within the City of Compton. Therefore, no impact related to forest or timber lands would occur.

Mitigation Measures: None

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. No adverse impact would occur resulting from implementation of the proposed project resulting in the loss of forest land or conversion of forest land to non-forest use. The project area and the area in the vicinity of the Project are developed with commercial and residential land uses and located in a highly urbanized area and does not contain forest land. Therefore, no impact related to conversion of forest land would occur.

Forest Land defined in Public Resources Code section 12220(g): "Forest land is land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits."

Timberland defined in Public Resources Code section 4526: "Timberland means land, other than land owned by the federal government and land designated by the board as experimental forest land, which is available for, and capable of, growing a crop of trees of any commercial species used to produce lumber and other forest products, including Christmas trees. Commercial species shall be determined by the board on a district basis after consultation with the district committees and others."

Mitigation Measures: None

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

No Impact. No conversion of farmland to non-agricultural use or conversion of forest land to non-forest use will occur. According to the State of California Department of Conservation, Division of Land Resource Protection,

Farmland Mapping website[1] the City of Compton is not designated as farmland or forest land. Therefore, no negative impact to agricultural, farm, forest, or timber lands would occur as a result from implementing the proposed Project.

Mitigation Measures: None required.

[1] State of California Department of Conservation, Division of Land Resource Protection, Farmland Mapping website, *http://www. http://maps.conservation.ca.gov/ciff/ciff.html,* accessed October 22, 2014.

AIR QUALITY	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
Where available, the significance criteria established by the applicable air quality management or air pollution control District be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	X			
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	X			
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 (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	X			
d. Expose sensitive receptors to substantial pollutant concentrations?	X			
e. Create objectionable odors affecting a substantial number of people?	X			

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

No Impact. A proposed project should be considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The SCAQMD CEQA Handbook identifies two key indicators of consistency: (1) Whether the project will result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP. (2) Whether the project will exceed the assumptions in the AQMP in 2012 or increments based on the year of project build out and phase.

Consistency with the AQMP assumptions is determined by performing an analysis of the proposed project with the assumptions in the AQMP. The emphasis of this criterion is to insure that the analyses conducted for the proposed project are based on the same forecasts as the AQMP. The 2012-2035 Regional Transportation/Sustainable Communities Strategy, prepared by SCAG, 2012, consists of three sections: Core Chapters, Ancillary Chapters, and Bridge Chapters. The Growth Management, Regional Mobility, Air Quality, Water Quality, and Hazardous Waste Management chapters constitute the Core Chapters of the document. These chapters currently respond directly to federal and state requirements placed on SCAG. Local governments are required to use these as the basis of their plans for purposes of consistency with applicable regional plans under CEQA. For this project, the City of Compton Land Use Plan defines the assumptions that are represented in the AQMP. The proposed project conforms to criterion

2 since it would not significantly affect any regional population, housing, and employment projections prepared for the City of Compton by the SCAG. The potential employment of 4 persons is well within the projected employment growth from 31,347 jobs to 31,626 in 2020. The proposed project is also consistent with the City's zoning classification and would not lead to any area-wide growth inducing impacts. Therefore, no impact is anticipated.

Mitigation Measures: None

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

No Impact. The subject site is fully developed commercially and has been since the early 1950's. The proposed project will not require any exterior changes to the site. The proposed banquet facility will be conducted within an existing commercial building. Minor interior tenant improvements will be made to the inside of the building to accommodate the proposed 1,925 square foot banquet hall. Therefore, the project proposed will not violate any air quality standard and will have no impact on contributing to an existing or projected air quality violation.

Mitigation Measures: None

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

No Impact The subject site is fully developed commercially and has been since the early 1950's. The proposed project will not require any exterior changes to the site. The proposed banquet facility will be conducted within an existing commercial building. Minor interior tenant improvements will be made to the inside of the building to accommodate the proposed 1,925 square foot banquet hall. Therefore, the proposed project will have no impact on the cumulatively or considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.

Mitigation Measures: None

d) Expose sensitive receptors to substantial pollutant concentrations?

No Impact. The subject site is fully developed commercially and has been since the early 1950's. The subject is located within an urbanized area. The proposed project will not require any exterior changes to the site. The proposed banquet facility will be conducted within an existing commercial building. Minor interior tenant improvements will be made to the inside of the building to accommodate the proposed 1,925 square foot banquet hall. Therefore, the proposed project will have no impact to sensitive receptors to substantial pollutant concentrations.

Mitigation Measures: None

e) Create objectionable odors affecting a substantial number of people?

No Impact. The SCAQMD CEQA Handbook states that an odor impact would occur if the proposed project creates an odor nuisance pursuant to SCAQMD Rule 402, which states: "A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing

of crops or the raising of fowl or animals." If the proposed project results in a violation of Rule 402 with regards to odor impacts, then the proposed project would create a significant odor impact.

No objectionable odors affecting a substantial number of people would result from implementation of the proposed project. The proposed project consist of establishing a 1,925 square foot banquet hall facility within and existing 24, 120 square foot commercial building. All private functions would take place within the building. Therefore, the proposed project will not create objectionable odors.

Mitigation Measures: None

BIOLOGICAL RESOURCES Would the project	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
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, by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	X			
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?	X			
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?	X			
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?	X			
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, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	X			

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. No adverse impact will occur with the implementation of the proposed project. The site is fully developed and is located in an urbanized fully developed area completely covered by impervious materials, manmade landscaping and devoid of any natural habitat. Therefore there will be no degradation of habitat that results in the loss or destruction of 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 (CDFG) or U.S. Fish and Wildlife Service (USFWS). Plant and animal species are considered sensitive if they have been listed as such by federal, State, or local agencies, or by one or more special interest groups, such as the California Native Plant Society (CNPS). The CDFG publishes separate comprehensive lists for sensitive plants and animals within the California Natural Diversity Database (CNDDB).

Mitigation Measures: None required.

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

No Impact. The project will not result in any negative impact to any existing riparian habitat or natural community. The project area is an urbanized fully developed with commercial and residential areas. A sensitive habitat is one that is considered rare within the region, supports sensitive plants or animals, or provides connectivity between sensitive habitats. There are no sensitive habitats or animals onsite or adjacent to the subject site. Therefore no impacts related to the loss of riparian habitat or other sensitive natural community would occur.

Mitigation Measures: None

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?

No Impact. There are no federally protected wetlands onsite or abutting the project area.

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. There will be no negative impacts to any resident or migratory fish or wildlife species or within established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. The project area is located within an urbanized commercial and residential area and is fully developed and there are no creeks or streams or habitat areas adjacent to the site. The closest creek or stream is 1.7 miles to the west of the subject site. The Compton Creek is a concreted storm water canal. Therefore, the proposed project will have no negative impacts to any resident or migratory fish or wildlife species or within established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Mitigation Measures: None

e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance (e.g., oak trees or California walnut woodlands)?

No Impact. The proposed project will not conflict with any tree preservation policies or ordinances protecting biological resources. The subject site is fully developed commercially and has been since the early 1950's. The proposed project will not require any exterior changes to the site. The proposed banquet facility will be conducted within an existing commercial building. Minor interior tenant improvements will be made to the inside of the building to accommodate the proposed 1,925 square foot banquet hall. Therefore, the proposed project will have no related to local policies or ordinances protecting biological resources will occur.

Mitigation Measures: None

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

No impact. No adverse impacts will occur as a result establishing a 1,925 square foot banquet facility within an existing 24,120 square foot commercial building. Presently the City of Compton does not have a Habitat Conservation Plan or Natural Community Conservation Plan. Since no applicable plan covers the project area, no negative impacts are anticipated as it relates to habitat conservation plans, natural community conservation plans or habitat areas.

Mitigation Measures: None

CULTURAL RESOURCES Would the project:	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5?	X			
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 5064.5?	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			

a) Cause a substantial adverse change in significance of a historical resource as defined in State CEQA '15064.5?

No Impact. Section 15064.5 of the CEQA Guidelines generally defines historical significance as any object, building, structure, site, area, place, record, or manuscript determined to be historically significant or significant in the architectural or cultural annals of California. Historical resources[2] are further defined as being associated with significant events, important persons, or distinctive characteristics of a type, period, or method of construction; representing the work of an important creative individual; or possessing high artistic values.

The proposed project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building built in 1950's. According the Office of Historic Preservation's website, the subject site is not listed a historical resource. Therefore the project will cause no substantial adverse change of historical resources.

Mitigation Measures: None required.

b) Cause a substantial adverse change in significance of an archaeological resource pursuant to State CEQA '15064.5?

No Impact. Section 15064.5 of the State CEQA Guidelines defines significant archaeological resources as resources, which meet the criteria for historical resources, or resources which constitute unique archaeological resources. A project-related significant impact could occur if the proposed project would adversely affect archaeological resources, which fall under either of these categories. The proposed Project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building built in 1950's. The site fully

[2] California Office of Historic Preservation, California Historical Landmarks website, http://ohp.parks.ca.gov/ListedResources/?view=county&criteria=19, accessed October 22, 2014.

developed and no exterior changes are proposed. Therefore the project will cause no substantial adverse change to archaeological resources.

Mitigation Measures: None required.

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

No Impact. The proposed Project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building built in 1950's. The site fully developed and no exterior changes are proposed. Therefore, the proposed project will have no direct or indirect impact to unique paleontological resource or geologic feature.

Mitigation Measures: None

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

No. Impact. The proposed Project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building built in 1950's. The site fully developed and no exterior changes are proposed. The project area is also not part of a formal cemetery and, therefore, it is highly unlikely that human remains exist on or in the vicinity of the project area. No exaction is proposed. Therefore the project will have no impact or disturb any human remains.

Mitigation Measures: None

GEOLOGY AND SOILS Would the project:	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
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 evidence of a known fault? Refer to Division of Mines and Geology Special Publication.	X			
ii Strong seismic ground shaking?	X			
iii Seismic-related ground failure, including liquefaction?	X			
i Landslides?	X			
b. Result in substantial soil erosion, loss of topsoil, or changes in topography or unstable soil conditions from excavation, grading, or fill?	X			
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?	X			
d. Be located on expansive soil, as defined in Table 18-1-A of the California Building Code (2001), creating substantial risks to life or property?	X			
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	X			

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 State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication.

No Impact. No impacts would occur as a result of the implementation of the Project. According to General Plan Safety Element, the project area is not located within an Alquist-Priolo Special Study Fault Zone, and no known active faults are mapped as crossing or projecting towards the project area. Nevertheless, the project area is located in seismically-active Southern California, characterized by major faults and fault zones. Seismic activity occurring along a number of active faults in the region, including the San Andreas, San Jacinto, Whittier-Elsinore, Newport-Inglewood, San Fernando, and Sierra Madre faults would affect the project area. No exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death beyond that already present in the southern California region is anticipated as a result of the proposed project.

Mitigation Measures: None required.

ii) Strong seismic ground shaking?

No Impact. The project area, as is all of Southern California is located within a seismically active area and strong ground shaking due to seismic activity could occur within the project area. There are numerous regional and local faults capable of producing severe earthquakes of magnitude 6.0 or greater. As noted above, the proposed project would be required to comply with the requirements of Title 24 of the California Code of Regulations. Compliance with such requirements would reduce seismic ground shaking impacts to the maximum extent practicable with current engineering practices.

Mitigation Measures: None required.

iii) Seismic-related ground failure, including liquefaction?

No Impact. Soil liquefaction occurs when loose, saturated, granular soils lose their inherent shear strength due to excess water pressure that builds up during repeated movement from seismic activity. Factors that contribute to the potential for liquefaction include a low relative density of granular materials, a shallow groundwater table, and a long duration and high acceleration of seismic shaking. Liquefaction usually results in horizontal and vertical movements from lateral spreading of liquefied materials and post-earthquake settlement of liquefied materials. Liquefaction potential is greatest where the groundwater level is shallow, and submerged loose, fine sands occur within a depth of approximately 50 feet or less. According to the General Plan Safety Element, "the water table underlying most of Compton is at least 100 feet underground. Consequently, liquefaction potential in the City is generally low, with the exception of the central eastern area of the City where the groundwater level is higher."[3] According to the Department of Conservation's[4] website, the project site is located in an area identified by the General Plans having liquefaction potential. However, the site is fully developed and no new construction is proposed. Therefore, no new impact related to seismic-related ground failure, including liquefaction, would occur.

[3]City of Compton General Plan, Public Safety Element, Dec. 3, 1991.

[4] Dept. of Conservation, http://gmw.consrv.ca.gov/shmp/download/pdf/ozn_sgate.pdf, accessed October 22, 2014.

Mitigation Measures: None required.

iv) Landslides?

No Impact. No significant adverse impact would occur due to the implementation of this Project since the project site is level and the surrounding area is similarly level and paved with either concrete or asphalt. Therefore, the site would not be impacted by any potential for landslides.

Mitigation Measures: None required.

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

No Impact. No exterior site construction activities are proposed and the site is fully paved with either concrete or asphalt. Therefore, would not result in substantial erosion or loss of topsoil due to the implementation of this project.

Mitigation Measures: None required.

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 landslides, lateral spreading, subsidence, liquefaction, or collapse?

No Impact. According to the Department of Conservation's[4] website, the project site is located in an area identified by the General Plans having liquefaction potential. However, the site is fully developed and no new construction is proposed. Therefore, no new impact related to seismic-related ground failure, including liquefaction, would occur.

Mitigation Measures: None required

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. The proposed project site is fully developed and no new exterior construction is proposed. Therefore, there will be no new significant adverse impact related to expansive soils.

Mitigation Measures: None required

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The proposed project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. The site fully developed and no exterior changes are proposed. The site is currently served by the City water and sewer lines and will not require the installation of any septic tanks onsite. Septic tanks and other alternative wastewater disposal systems are not necessary. Therefore, no impact related to septic tanks or alternative wastewater disposal systems would occur.

Mitigation Measures: None required.

GREENHOUSE GAS EMISSIONS Would the project:	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		X		
b) Conflict with an applicable plan, policy or regula adopted for the purpose of reducing the emissions greenhouse gases?		X		

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

No Impact. The City of Compton does not yet have a Climate Action Plan or Greenhouse Gas Reduction Plan. Although SCAQMD is not the lead agency, the proposed project is within the SCAQMD regulatory area. Therefore, the SCAQMD's industrial GHG emission threshold is applicable to the proposed project. The SCAQMD has adopted an industrial source GHG emission threshold of 10,000 MTCO2e per year, where SCAQMD is the lead agency. The SCAQMD provided this interim threshold in order to conform to the required GHG emissions reductions required by AB 32. This threshold was developed through the findings of a Working Group, which found that the 10,000 MTCO2e annual threshold would capture 90 percent of all new stationary source industrial projects and excludes small projects that will in aggregate contribute less than one percent of future 2050 statewide GHG emissions target of 85 MMTCO2e per year. In addition, these small projects are already subject to Best Available Control Technologies (BACT) for criteria pollutants and may be subject to future applicable GHG control regulations that would further reduce their overall future contribution to the statewide GHG inventory.

The proposed project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. The site fully developed and no exterior changes are proposed. The overall use of the subject site will remain the same.

Mitigation Measures: None

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

No Impact. A significant impact would occur if the proposed project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. Although SCAQMD is not the lead agency, the proposed project is within the SCAQMD regulatory area. Therefore, the SCAQMD's industrial GHG emission threshold is applicable to the proposed project. The SCAQMD has adopted an industrial source GHG emission threshold of 10,000 MTCO2e per year, where SCAQMD is the lead agency. The SCAQMD provided this interim

threshold in order to conform to the required GHG emissions reductions required by AB 32. This threshold was developed through the findings of a Working Group, which found that the 10,000 MTCO2e annual threshold would capture 90 percent of all new stationary source industrial projects and excludes small projects that will in aggregate contribute less than one percent of future 2050 statewide GHG emissions target of 85 MMTCO2e per year. In addition, these small projects are already subject to Best Available Control Technologies (BACT) for criteria pollutants and may be subject to future applicable GHG control regulations that would further reduce their overall future contribution to the statewide GHG inventory. The proposed project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. The site fully developed and no exterior changes are proposed. The overall use of the subject site will remain the same. Therefore, the proposed project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

Mitigation Measures: None

HAZARDS AND HAZARDOUS MATERIALS Would the project:	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	X			
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?	X			
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	X			
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	X			
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 in 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 loss, injury, or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?	X			

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

No Impact. The proposed project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. The site fully developed and no exterior changes are proposed. Therefore, the proposed project would have no impacts as it related to the transport, use, or disposal of hazardous materials.

Mitigation Measures: None.

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?

No Impact. The proposed project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. The site fully developed and no exterior changes are proposed. Therefore, the proposed project would not result in impacts related to create a significant hazard through reasonably foreseeable upset and accident conditions.

Mitigation Measures: None.

c) 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. The proposed project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. The site fully developed and no exterior changes are proposed. Therefore, the proposed project would result in no impacts.

Mitigation Measures: None required.

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 the environment?

No Impact. According to the California Department of Toxic Substances Control Envirostor's website the subject site is not located on a hazardous material site. Therefore, the proposed project will not create new significant hazard to the public or the environment.

Mitigation Measure: None

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?

No Impact. No adverse impacts would occur with the implementation of the Project exposing persons residing or working in the project area to risks associated with the proximity of an airport. The Compton/Woodley Airport, a general aviation airport, is located approximately 2.2 miles southwest of the project site along Alondra Blvd. The nearest regional airport, Los Angeles International (LAX), is located approximately 16 miles northwest of the project site. There are no portions of the project area that are within an airport land use plan. The City of Compton is a highly urbanized area and the Project does not propose any new development that would contrast in size or scale to the surrounding land uses. As such, the Project would not result in safety hazard for people residing or working in the project area or the surrounding area. Therefore, no impact related to airport activity would occur.

Mitigation Measures: None

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

No Impact. No adverse significant impacts would occur with implementation of the Project exposing persons residing or working in the area to risks associated with the proximity of a private airstrip. The proposed project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. The site fully developed and no exterior changes are proposed. Therefore, no impact related to private airport activity would occur.

Mitigation Measures: None

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impacts. The proposed Project will not result in any adverse impacts to any emergency response or evacuation plan. According to the City of Compton General Plan Safety Element, the designated four emergency north/south evacuation routes, Central Avenue, Alameda Street, Wilmington Avenue and Willowbrook Avenue which do not cross or run adjacent to the project site. The subject site is located within a fully urbanized area with an existing street grid. Therefore the proposed project will not result in any significant impact related to the adopted emergency response or evacuation plans.

Mitigation Measures: None

h) Expose people or structures to a significant risk of loss, injury, or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?

No Impact. No significant wildfire impact would occur as a result of the Project. The project area is located in the City of Compton and surrounded by a built urban environment within a commercial and residential area. There are no wild land fire areas in the City. Therefore, no impact related to exposure of persons and property to wildfire would occur.

Mitigation Measures: None

HYDROLOGY AND WATER QUALITY Would the project	No Impact	Less than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
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 (e.g., 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 stream or river, in a manner that 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 that would result in flooding on- or off-site?	X			
e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	X			
f. Otherwise substantially degrade water quality?	X			
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	X			
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	X			
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?	X			
j. Inundation by seiche, tsunami, or mudflow?	X			
k. Potentially impact storm water runoff from construction activities?	X			

l. Potentially impact storm water runoff from post-construction activities?	X			
m. Result in a potential for discharge of storm water pollutants from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas, loading docks or other outdoor work areas?	X			
n. Result in the potential for discharge of storm water to affect the beneficial uses of the receiving waters?	X			
o. Create the potential for significant changes in the flow velocity or volume of storm water runoff to cause environmental harm?	X			
p. Create significant increases in erosion of the project site or surrounding areas?	X			

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

No Impact. The Project is located in an urbanized commercial and residential area and the 2.1 acre project site is already fully developed and covered with impervious surfaces. The subject site was developed in the early 1950's, and no exterior changes to the site are proposed. Therefore, the proposed project would result in no adverse impacts related to water quality standards or waste discharge requirements.

Mitigation Measures: None.

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 (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned land uses for which permits have been granted)?

No Impact. The Project is located in an urbanized commercial and residential area and the existing 2.2 acre project site is already fully developed and covered with impervious surfaces. The existing commercial building is already supplied with municipal water through existing underground lines. Water supply in the City is supplied by the Compton Municipal Water Department (CMWD). The CMWD gets its water from two sources: from local groundwater wells operated and maintained by the CMWD and the Metropolitan Water District, which draws its water supplies from distant sources for which it conducts its own assessment and mitigation of potential environmental impacts.
The project area is located within the Central Groundwater Basin. This basin is adjudicated and is therefore regulated by a Watermaster, the California Department of Water Resources, Southern District.[5] The Watermaster Program ensures that water is allocated by established rights and that only safe yields are produced from the basin. This guarantees that the groundwater levels will not be depleted. Therefore, the proposed project would result in no impacts as it relates to groundwater supply and groundwater recharge.

Mitigation Measures:

[5]Association of Ground Water Agencies' website, *http://www.agwa.org/adjud_basins.html*, accessed October 23, 2014.

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. The subject site is already fully developed and covered with impervious surfaces. No changes to drainage patterns are proposed. All existing and future stormwater and irrigation runoff would be directed into existing storm drains. There are no streams or rivers onsite thus no alteration would occur resulting in any erosion or siltation. Therefore, the proposed project would result in no impacts related to the alteration of drainage patterns that would result in substantial erosion or siltation on- or off-site.

Mitigation Measures: None

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. The subject site is already fully developed and covered with impervious surfaces. No changes to the existing drainage patterns are proposed. Therefore, the proposed project would result in no adverse impacts related to altering the existing drainage pattern or substantially increasing the rate or amount of surface runoff that would result in flooding on- or off-site.

Mitigation Measures: None

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. There will be no project-related significant adverse effect as a result of the project. The site is already fully paved and developed and no exterior site changes are proposed. Therefore the proposed project will not create or contribute to runoff water which would exceed the capacity of existing stormwater drainage systems or provide substantial sources of polluted runoff.

Mitigation Measures: None

f) Otherwise substantially degrade water quality?

No Impact. No significant impact to water quality will occur with the implementation of the Project. The proposed operation of a small 1,925 square foot banquet hall would take place within an existing 24,120 square foot commercial building. Therefore, the proposed project would result in no adverse impacts related to water quality.

Mitigation Measures: None

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

No Impact. Housing is not a part of the project nor is housing present on the site. Therefore, no impacts related housing within a 100-year flood plain would occur.

Mitigation Measures: None

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

No Impact. The site is located within an urbanized area with flood control improvements already installed. The Project proposes no new construction or expansion of any kind with the exception of minor interior improvements to the existing commercial building to accommodate the proposed banquet hall, nothing that would impede or redirect flood flows. Therefore, the proposed project would not result in any significant impact related to flooding.

Mitigation Measures: None

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. No significant adverse impact will occur if the Project was implemented. The site is already fully developed. The site is located within an area susceptible to flooding as a result of Dam failure. If the Hansen Dam fails, the water would reach Compton within twenty hours with a depth of one foot. The northern portion of Compton would flood first and then it would continue to spread throughout the entire City. Industrial, commercial and residential areas would all be affected by a flood caused by a failure of the Hansen Dam. The Sepulveda Dam is 29 miles upstream from the City. If this dam has a failure, the flooding would reach Compton within eleven hours with a one foot depth. Flooding potential within the City is between a 100-year and 500-year event and covers the eastern two thirds of the City of Compton. Therefore, the implementation of the proposed project will not expose people or structures to new significant risk of loss, injury, or death involving flooding.

Mitigation Measures: None

j) Expose people or structures to inundation by seiche, tsunami, or mudflow?

No Impact. No adverse impacts will occur with the implementation of the Project. A seiche is an oscillation of a body of water in an enclosed or semi-enclosed basin, such as a reservoir, harbor, or lake. A tsunami is a great sea wave produced by a significant undersea disturbance. Mudflows result from the down slope movement of soil and/or rock under the influence of gravity.

The City of Compton is located inland; more than eight miles from the Pacific Ocean and thus the project area would not be exposed to the effects of a tsunami. Similarly, damage to the project area due to a seiche is not likely because no large bodies of water are present near the project area. Furthermore, the project area is not located within a hillside area or positioned down slope from any unprotected slopes or landslide areas; as a result, the project area is not positioned in an area of potential mudflow. Therefore no impacts related to inundation by seiche, tsunami, or mudflow would occur.

Mitigation Measures: None

LAND USE AND PLANNING Would the project	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
a. Physically divide an established community?	X			
b. Conflict with any applicable land use plan, policy, or regulation of an 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?		X		
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	X			

a) Physically divide an established community?

No Impact. The project site is an existing 2.2 acre commercial site that is located within already subdivided plots of land with traditional grid pattern lots. No impact related to division of an established or proposed community would occur.

Mitigation Measures: None

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

Less-Than-Significant Impact. A less-than-significant impact will occur with implementation of the Project. The subject site is currently zoned Limited Commercial and has been developed commercially since the early 1950's. However the existing General Plan land use designation, adopted back in 1991, is Low Density Residential (LDR). The City is in the latter process of updating the general plan and the City is proposing to change the subject site' land use to General Commercial which would make the property consistent with the existing commercial zoning and the existing commercial development. However, due to the long processing time of the General Plan, the applicant urgency to establish the banquet hall, the applicant is requesting a general plan to change the land use to General Commercial. To physical expansion to the site is proposed. Since approval of the banquet hall would be contingent on approval of the general plan amendment, the proposed project would not conflict with any applicable land use plan or policy, and the project is in accordance with goals and policies of the adopted General Plan. Therefore, the proposed project would not result in any adverse impacts related to any applicable land use plan and policies.

Mitigation Measures: None

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

No Impact. No significant adverse impact would occur to any Habitat Conservation Plan (HCP) with implementation of the Project. The area surrounding the project area is located in a highly urbanized. There is also no habitat areas onsite or adjacent to the project site. Currently, there is no adopted HCP or Natural Community Conservation Plan (NCCP) applicable to the project area. Therefore, no adverse impact related to any HCP or NCCP would occur.

Mitigation Measures: None

MINERAL RESOURCES	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
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?	X			
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?	X			

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

No Impact. The Project site is already fully developed. Therefore, the proposed project would result in any new impacts related to site coverage or the loss of a known mineral resource.

Mitigation Measures: None

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. The proposed project will not result in the loss of any locally identified mineral resources. The City's proposed General Plan identifies the locations of locally-important mineral resources. The proposed project would not result in the loss or non-availability of any known, locally valuable mineral resource. Therefore, no impact related to loss of availability of a locally-important mineral resource would occur.

Mitigation Measures: None

NOISE	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
Would the project :				
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?	X			
b. Exposure of persons to or generation of excessive ground born vibration or ground born noise levels?	X			
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	X			
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	X			
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?	X			
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?	X			

a) Expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

No Impact. The Noise Element of the City of Compton's General Plan is a comprehensive program for including noise control in the planning process.[6] It is a tool for achieving and maintaining environmental noise levels compatible with land use. The Noise Element includes a noise/land use compatibility matrix that states that industrial land uses are normally compatible with noise levels up to 80 dBA CNEL. The Noise Element also includes the State of California Recommended Land Use Compatibility Standards included in Table 2. The City has adopted a noise ordinance to support the Noise Element. The Noise Ordinance states that it is the policy of the City to prohibit unnecessary, excessive and annoying noises from all sources subject to its police power.

[6]City of Compton, *General Plan – Vision 2010*, December 3, 1991.

Sensitive Receptors - Noise-sensitive land uses are locations where people reside or where the presence of unwanted sound could adversely affect the use of the land. Residences, schools, hospitals, guest lodging, libraries, and some passive recreation areas would each be considered noise-sensitive and may warrant unique measures for protection from intruding noise. The sensitive noise receptors in the vicinity are the residences located approximately 130 feet to the north, residential homes approximately 260 feet to the east and residences approximately 280 feet to the south.

Operational Noise – All banquet hall functions will take place within the commercial building. The applicant has proposed to install additional sound insulation to keep address potential noise concerns. Therefore, the proposed project would not expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Mitigation Measures: None

TABLE 2: STATE OF CALIFORNIA RECOMMENDED LAND USE COMPATIBILITY

Land Use Categories		**CNEL**						
Categories	**Uses**	**<55**	**60**	**65**	**70**	**75**	**80>**	
Residential	Single-Family, Duplex, Multi-Family							
	Mobile Home, Mixed Use							
Commercial	Hotel, Motel, Other Lodging							
	General Commercial, Retail							
	Office							
Industrial	Business Park, Research & Development							
	Manufacturing, Warehousing							
Institutional	Hospitals, Schools, Libraries							
	Churches, Civic Uses							
Recreation and Open Space	Public Parks							
	Golf Course, Natural Habitat							
	Commercial Recreation							

	Clearly Compatible	Ambient noise levels are not significant enough to require special construction and/or mitigation.
	Normally Compatible	Most land uses will not be affected by ambient noise. Some form of design measures and/or mitigation may be required for noise sensitive land uses.
	Clearly Incompatible	Noise sensitive land uses should not be located in these areas unless mitigation is employed to reduce interior noise levels.
	Normally Incompatible	Noise sensitive land uses should not be located in these areas due to excessive and continuous high ambient noise.
SOURCE: City of Compton, *Draft General Plan 2030*, January 2011.		

b) Exposure of people to or generation of excessive ground borne vibration or ground borne noise levels?

No Impact. The proposed project site is already fully developed and no exterior changes are proposed. Therefore, the proposed project will not expose people or generate excessive ground borne vibration or noise.

Mitigation Measures: None

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

No Impact. The proposed project consists of converting 1,925 square feet of existing commercial space within the an existing 24,120 square foot commercial building to establish a small banquet hall facility designed to accommodate approximately 50 persons. The use of the overall site will remain unchanged. All banquet functions will take place within the building and additional sound proofing is proposed by the applicant. Therefore, the proposed project would not result in substantial permanent increase in ambient noise.

Mitigation Measures: None

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

No Impact. No exterior changes are proposed to the site. Therefore, the proposed project would not result in a substantial temporary or permanent increase in ambient noise.

Mitigation Measures: None

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 project site is located approximately 2.2 miles northeast of the Compton Airport. Additionally Compton is a small uncontrolled general aviation airport with limited operations. The Noise Element of the General Plan states that land uses designated as industrial uses are clearly compatible with noise levels up to 65 dBA CNEL.[7] The project site is not located within the 65 dBA CNEL airport contour. The proposed project would not expose people residing or working in the project area to excessive aircraft noise levels related to the operation of a public airport. Therefore, no impact related to public airport noise exposure would occur.

Mitigation Measures: None

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. The project site is located approximately 2.2 miles northeast of a private airstrip. The proposed project would not expose people residing or working in the project area to excessive noise levels related to the operation of a private airstrip. There are no other airports within a 10 mile radius of the project site. Therefore, no impact related to private airstrip noise exposure would occur.

Mitigation Measures: None

[7] City of Compton, *General Plan – Vision 2010*, December 3, 1991.

POPULATION AND HOUSING Would the project	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
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)?	X			
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	X			
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	X			

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. No significant adverse impact would occur with implementation of the Project. The proposed project consists of converting 1,925 square feet of existing commercial space within the an existing 24,120 square foot commercial building to establish a small banquet hall facility designed to accommodate approximately 50 persons. The Project does not involve the new construction, demolition or relocation of any residences nor the creation of a demand for new construction consequently; the proposed project would not induce substantial population growth in the area.

Mitigation Measures: None

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

No Impact. As stated above, the proposed project site is already developed commercially. There are no residential units located on the subject site. The Project does not involve the demolition or relocation of any residences. Therefore, displacement of substantial numbers of housing will not occur.

Mitigation Measures: None

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

No Impact. As stated above, the proposed project site is already developed commercially. There are no residential units located on the subject site. The Project does not involve the demolition or relocation of any residences. Therefore, no impact related to population displacement would occur.

Mitigation Measures: None

PUBLIC SERVICES Would the project	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
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:	X			
i) Fire protection?	X			
ii) Police protection?	X			
iii) Schools?	X			
iv) Parks?	X			
v) Other public facilities?	X			

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the need for new or physically altered governmental facilities, 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. Fire services for the City are provided by the City of Compton Fire Department (CFD). Its resources include four fire stations. The stations located in the City include the following: Fire Station #1 located at 201 South Acacia Avenue; Fire Station #2 located at 1320 East Palmer Street; Fire Station #3 located at 1133 West Rosecrans Avenue; and Fire Station #4 located at 950 West Walnut.

The CFD ranks among the five busiest departments in California, responding to an average of 10,000 emergency calls per year. Approximately 75 percent of the calls are for Emergency Medical Services. The CFD's average response time is 4.5 minutes.[8] The project area is located in an urbanized area and is not designated by the City of Compton General Plan as a high fire hazard area.

[8]City of Compton, Fire Department Overview website, *http://www.comptoncity.org/index.php/Fire-Department/fire-department-overview.htm*, accessed on October 23, 2014.

The Project would not directly generate population growth because it does not include any housing which typically increases the need for fire protection services. The proposed banquet will be established within an existing commercial building already serviced by the City.

Mitigation Measures: None

(ii) Police protection?

No Impact. Police protection services to the City are provided by the Los Angeles County Sherriff's Department (LACSD). A significant impact would occur if implementation of the Project resulted in the LACSD not adequately being able to serve the proposed project, necessitating a new or physically altered station. The Compton Sheriff's Station is located at 301 S. Willowbrook Avenue, approximately 1.7 miles southwest of the project site.

The Project would not directly generate population growth since it does not include any housing which typically increases the need for police protection. Additionally, the applicant is proposing to provide a security guard during in the late afternoon and night hours of operation. Therefore the Project would not generate substantial need for additional police protection.

Mitigation Measures: None

(iii) Schools?

No Impact. The proposed project will not have any impact on school facilities and will not contribute to over capacity situation, if present. The Project would not generate population growth since it does not propose any housing and, will draw employees from the surrounding communities, consequently, the proposed project would not generate new students.

Mitigation Measures: None

(iv) Parks?

No Impact. No adverse significant impact would occur with implementation of the Project. The local park system is managed by the City of Compton Department of Parks and Recreation (CDPR). Within the City of Compton, there is a deficiency of parks for the resident population per the City-specific standards. There are 20 parks within the City of Compton that comprise a total of 74.6 acres With a population of 97,300 (2008 Census estimate), there currently exist approximately 0.77 acres of open space per 1,000 residents, far below the City preferred standard of two acres per 1,000 residents.

No significant impacts would occur with implementation of the Project since it would not generate any substantial population growth in the City, nor generate a demand that prevents the local park system to serve the residents or necessitates new or physically altered park facilities, the construction of which would cause significant environmental impacts. Therefore, no negative adverse impacts related to parks would occur.

Mitigation Measures: None

v) Other public facilities?

No Impact. No impact would occur with implementation of the Project since the project will not include any population growth or include any housing that could generate a demand for other public facilities (such as libraries, and other general public facilities), which exceed the capacity available to serve the project area, necessitating new or physically altered public facility, the construction of which would cause significant environmental impacts. Therefore, the proposed project would result in no impacts related to other public facilities.

Mitigation Measures: None

RECREATION Would the Project		No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
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?	X			
b.	Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	X			
c.	Would the project affect existing recreational opportunities?	X			

a) 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. No impact will occur with implementation of the Project or result in a substantial physical deterioration of existing neighborhood and regional parks or other recreational facilities. The proposed project consists of establishing a small, 1,925 square foot banquet facility within an existing 24,120 square foot commercial building; no new residential, commercial or industrial construction is proposed. Therefore, the proposed project would result in no increased use of any park or recreational facility within the City or to cause any substantial physical deterioration of existing neighborhood and regional parks or other recreational facilities.

Mitigation Measures: None

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. As discussed above, the proposed project does not involve any new residential construction and therefore no increased use of existing recreational facilities is expected to occur. Therefore no adverse impact related to recreational facilities would occur in Compton as a result of project implementation.

Mitigation Measures: None

c) Would the project affect existing recreational opportunities?

As discussed above. The subject site is already fully developed commercially and does not impact any existing recreational opportunities.

Mitigation Measures: None

TRANSPORTATION/TRAFFIC Would the project	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
a. Cause an increase in traffic that 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)?	X			
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	X			
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?	X			
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	X			
e. Result in inadequate emergency access?	X			
f Result in inadequate parking capacity?	X			
g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	X			

a) Cause an increase in traffic that 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 Project will not substantially increase the traffic load beyond the system capacity nor significantly increase the traffic load in general. The proposed project consists of converting 1,925 square feet of unused commercial space located within an existing 24,120 square foot commercial building to establish a small banquet hall facility. The site fully developed and no exterior changes are proposed. The overall use of the subject site will remain the same. Therefore the proposed project will not substantially increase traffic and traffic load capacity.

Mitigation Measures None

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. The Project individually or cumulatively will not exceed the service standards of the Los Angeles County Metropolitan Transportation Authority's (Metro) Congestion Management Plan (CMP). The CMP is a State-mandated program designed to address the impact urban congestion has on local communities and the region as a whole. The CMP provides an analytical basis for the transportation decisions contained in the State Transportation Improvement Project (STIP). The guidelines require evaluation of all designated CMP roadway intersections where a project could add 50 or more trips during either peak hour. The two CMP study intersections in the City are located at Alameda and Compton Blvd. and Alameda and 91 freeway. The project site is located approximately 1.55 miles northeast of the Alameda/Compton intersection and approximately 3.16 miles northeast of the Alameda/91 freeway intersection. The proposed project would not generate peak hour trips that exceed CMP requirements and require further study, and as such, would not exceed, or cumulatively contribute to exceeding the level of service standard established by the county congestion management agency for designated roads or highways. Therefore, the proposed project would result in no impacts related to a CMP.

Mitigation Measures: None required.

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. No impact would occur if the project were implemented because it would not cause any change in air traffic patterns that would result in a substantial safety risk. At the closest point, the project is 2.28 miles northeast from the Compton Airport. The tallest features of the Project would be the existing commercial building approximately 30-35 feet high, well below the typical 800 to 1000 foot altitude for small civilian aircraft departing or approaching the airport pattern 2.28 miles away. The proposed project is not tall enough so as to require a change in standard air traffic patterns or pose a hazard to air navigation. Also, implementation of the Project will not result in the generation of any new air traffic. Therefore, no impacts related to a change in air traffic patterns would occur.

Mitigation Measures: None

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

No Impact. The Project will reuse an existing 2.2 commercial site; no physical layout changes are proposed. The operation of this facility does not require the alteration of any existing street or intersection or the construction of any new improvements. Therefore the Project would not introduce any design features or incompatible uses to the area that would affect physical design of traffic lanes. Therefore, no impact related to increased hazards would occur.

Mitigation Measures: None

e) Result in inadequate emergency access?

No Impact. The Compton Fire Department has reviewed the Project to ensure that required fire protection safety features, including adequate emergency access, are implemented. Therefore, the proposed project will not result in a significant safety impact related to adequate emergency access.

Mitigation Measures: None

f) Result in inadequate parking capacity?

No Impact. The project requires a minimum of 117 parking stalls to accommodate all existing and the proposed banquet hall and 146 parking stall spaces currently existing on-site. Therefore, the proposed project will not result in inadequate parking capacity.

Mitigation Measures: None

g) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities

No Impact. The Project will not conflict with any adopted policies, plans, or programs regarding transportation, walking, biking, or equestrian pathways or facilities. The proposed project will occur entirely onsite within the existing 2.2 acre commercial site and no offsite improvements are proposed. Therefore, no impacts related to adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities are anticipated to occur.

Mitigation Measures: None

UTILITIES AND SERVICE SYSTEMS	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	X			
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?	X			
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?	X			
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	X			
e. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the provider's existing commitments?	X			
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	X			
g. Comply with federal, state, and local statutes and regulations related to solid waste?	X			

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

No Impact. The City of Compton Public Works Department, in coordination with the Los Angeles County Sanitation Districts, maintains and operates the sewer system in the City in accordance with the requirements of the RWQCB. The City is served by the Los Angeles County Sanitation District Nos. 1, 2, and 8. Sewer lines are maintained by the Los Angeles County Department of Public Works. The Sanitation Districts of Los Angeles County operate ten water reclamation plants and one ocean discharge facility, the Joint Water Pollution Control Plant (JWPCP). The closest plant to the City is the JWPCP located in the City of Carson. This wastewater treatment plant provides treatment for 350 million gallons of wastewater per day serving a population of approximately 3.5 million people. Currently, the JWPCP has a design capacity of 400 million gallons per day (mgd) and an average flow of 281 mgd. Wastewater treated at

JWPCP is disinfected and sent out into the Pacific Ocean through a network of ocean outfalls that extend two miles off the coast of the Palos Verdes Peninsula at a depth of 200 feet. This ocean outfall produces a safe dilution level in excess of 100 parts seawater to one part wastewater.[9]

The proposed banquet hall facility will use the existing bathroom facilities already existing within the commercial building. Therefore, no impact related to wastewater treatment would occur.

Mitigation Measures: None

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. The proposed banquet hall facility will not require the construction of new water or wastewater treatment facilities since the banquet hall will operate within an existing commercial building. Therefore, no impact related to the construction of new water or wastewater treatment facilities.

Mitigation Measures: None

c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

No Impact. The subject site is currently fully developed and has been since the early 1950's. The surrounding area is already fully developed with stormwater infrastructure. No alterations to the existing drainage patterns are proposed. Therefore, the proposed project would not require or result in the construction or expansion of stormwater treatment facilities.

Mitigation Measures: None

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

No Impact. The City is served by the Compton Municipal Water Department (CMWD), which derives its supply from local groundwater wells and imported water through the Metropolitan Water District. The City's long-range water demand and availability program is expressed in the City of Compton Urban Water Management Plan, which addresses available supply and entitlements, and system infrastructure, on the basis of the General Plan build out. Development consistent with the General Plan is taken into consideration in system planning. Since the proposed project would be consistent with the General Plan's designated land use and the entitled land use under the existing zoning, it is expected that sufficient water would be available to the CMWD, under existing entitlements, to serve the proposed project.

Water usage would be limited to irrigation of landscaping planters and for dust suppression for the existing wood recycling portion of the recycling facility. Wood material is off-loaded unto an existing paved area where the material will be visually inspected, sorted and loaded into conveyers; it is during this phase of the process that industrial water misters are used to suppress any dust that may be produced as a result of these activities. These activities would require minimal water and demand is not anticipated to have any adverse impact on the available water supply or the existing water distribution system. Therefore, the proposed project would not require a substantial demand in water.

[9]Sanitation Districts of Los Angeles County website, *http://www.lacsd.org/civica/filebank/blobdload.asp?BlobID=4445,*accessed on October 23, 2014.

Mitigation Measures: None

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. The subject site is currently commercially developed and has been since the early 1950's. No significant impact would occur with implementation of the Project to increase wastewater generation beyond the capacity of current facilities serving the project site. Therefore, no significant impact related to wastewater treatment capacity would occur.

Mitigation Measures: None

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

No Impact. The Solid Waste Management Department of the Sanitation Districts of Los Angeles County (SWMD) operates three county landfills: Calabasas, Puente Hills and Scholl Canyon. In addition, the SWMD operates three regional Materials Recovery and Transfer stations and a recycling center. The Puente Hills landfill located at 2800 South Workman Mill Road, Whittier, California is the closest open landfill to the City. The total remaining permitted inert waste capacity in Los Angeles County is estimated to be approximately 69.94 million tons, a capacity that could be exhausted in approximately 60 years.

Since there is no anticipated shortfall in disposal capacity for inert waste within the County, any operational related activities that could occur as a result of the Project would not have an impact on solid waste disposal. Therefore, the proposed project would not impact landfill capacity.

Mitigation Measures: None

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

No Impact. Solid waste management is guided by the California Integrated Waste Management Act of 1989 that emphasizes resource conservation through reduction, recycling, and reuse of solid waste. The Act requires that localities conduct a Solid Waste Generation Study (SWGS) and develop a Source Reduction Recycling Element (SRRE). The proposed MRF will directly facilitate compliance with source reduction goals mandated by the state of California.

The Solid Waste Management Department of the Sanitation Districts of Los Angeles County (SWMD) operates three county landfills: Calabasas, Puente Hills and Scholl Canyon. In addition, the SWMD operates three regional Materials Recovery and Transfer stations and a recycling center. The Puente Hills landfill located at 2800 South Workman Mill Road, Whittier, California is the closest open landfill to the City. The total remaining permitted inert waste capacity in Los Angeles County is estimated to be approximately 69.94 million tons, a capacity that could be exhausted in approximately 60 years.

The miscellaneous solid waste generated as a result of the operation of the Project would be disposed of in accordance with all applicable statutes and conservation measures regarding solid waste. Therefore, no impact related to solid waste services would occur.

Mitigation Measures: None

FINDINGS

MANDATORY FINDINGS OF SIGNIFICANCE	No Impact	Less Than Significant Impact	Potentially Significant Impact Unless Mitigated	Potentially Significant Impact
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?	X			
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,	X			
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	X			

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of 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 preceding analyses concluded that there would be no potential to degrade the environment. The project would not result in damage to any biological resources, species or habitat. The project is located in a fully developed urban location absent of any biological resources, species or habitat onsite or adjacent to the project.

Based on these findings, the proposed Project is not expected to degrade the quality of the environment. Therefore, the proposed project would result in no impact.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of an individual 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 preceding analyses concluded that the proposed project would not have considerable cumulative short or long term impacts.

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

No Impact. The preceding analyses concluded that the proposed project would not have substantial adverse direct or indirect effects on human beings.

SOURCES

California Department of Toxic Substances Control, Envirostor website, *http://geotracker.waterboards.ca.gov*, accessed October 22, 2014.

California Office of Historic Preservation, California Historical Landmarks website, *http://ohp.parks.ca.gov/ListedResources/?view=county&criteria=19*,, accessed October 22, 2014.

California Scenic Highway Mapping System website, *http://www.dot.ca.gov/hq/LandArch/scenic_highways/index.htm*, accessed May 8, 2013.

City of Compton, *General Plan Public Safety Element*, 1991.

City of Compton, *General Plan – Vision 2010*, December 3, 1991.

City of Compton, Fire Department Overview website, *http://www.comptoncity.org/index.php/Fire-Department/fire-department-overview.htm*, accessed on October 23, 2014.

Department of Conservation, *http://gmw.consrv.ca.gov/shmp/download/pdf/ozn_sgate.pdf*, accessed October 22, 2014.

Los Angeles County Airport Land Use Commission, *Compton Airport Influence Area*, October 23, 2014.

Sanitation Districts of Los Angeles County website, *http://www.lacsd.org/civica/filebank/blobdload.asp?*, accessed on October 23, 2014.

State of California Department of Conservation, Division of Land Resource Protection, Farmland Mapping website, *http://maps.conservation.ca.gov/ciff.html*, accessed October 22, 2014.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Planning**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING NEGATIVE DECLARATION NO. 932 AND AMENDING THE LAND USE ELEMENT AND LAND USE POLICY MAP OF THE GENERAL PLAN (AMENDMENT CASE NO. 2013-002) TO CHANGE THE DESIGNATION OF PROPERTY LOCATED AT 1940 NORTH BULLIS ROAD, COMPTON FROM LOW DENSITY RESIDENTIAL (LDR) TO GENERAL COMMERCIAL (GC)**

Robert Delgadillo	**2/19/2015 5:08:28 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/26/2015 3:12:44 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**2/26/2015 12:17:37 PM**
CITY CONTROLLER	DATE
Johnny Ford	**2/19/2015 5:08:28 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 3, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT TO AUTHORIZE THE CONTRIBUTION OF ANNUAL FUNDING FROM EACH MEMBER CITY FOR THE OPERATION OF THE AUTHORITY AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $25,000

SUMMARY:

Since 2006, the City of Compton has been a member of the California Cities for Self Reliance Joint Powers Authority ("Authority"). The attached resolution will authorize the City Manager to execute, on behalf of the City of Compton, an amendment to the Authority's Joint Powers Agreement to require that each member city make an annual contribution to the Authority in the sum of Twenty Five Thousand Dollars ($25,000.00). Additionally, a purchase order in the amount of $25,000 will be authorized for the City of Compton's 2014-2015 Fiscal Year contribution.

BACKGROUND:

In 2001, the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens (the "Founding Members") formed the California Cities for Self Reliance Joint Powers Authority (the "Authority"). Pursuant to California Government Code Section 6500 *et seq.,* the Founding Members executed a Joint Powers Agreement (the "Agreement"). The Agreement was amended in September 2006 to admit the City of Compton and the City of Inglewood as "Trade Members."

The members of the Authority consist of cities that are authorized to license the operation and ownership of card clubs (i.e. gaming establishments) and regulate the operations thereof. The Authority was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities. More specifically, the Authority identifies as some of the purposes for which it was created as : (1) to promote and protect the gaming economy of the member cities of the Authority; (2) to seek opportunities for gaming beneficial to the member cities and gaming establishments within their boundaries; (3) to advance the interests of member

cities on issues of gaming; (4) to support the interests of gaming establishments in the member cities at regional, state and national levels; and (5) to create gaming opportunities and enter into ventures with all participants in gaming so as to enhance gaming revenues to member cities and the gaming establishments within their boundaries.

STATEMENT OF THE ISSUE:

On January 21, 2015, the Authority Board of Directors voted to authorize the preparation of an amendment to the Joint Powers Agreement to provide for funding from each member city to the Authority in the sum of $25,000 per year, or such greater sum agreed upon by the member cities. Each of the member cities has been requested to present the proposed amendment to their respective governing bodies for review and approval, in addition to submission of $25,000 for Fiscal Year 2014-2015.

FISCAL IMPACT:

Funds for this expenditure are available in the 2014-2015 Fiscal Year budget in Account No. 1001 510 000 4219 (Memberships and Publishing).

RECOMMENDATION:

It is recommended that the attached Resolution be adopted.

JOHNNY FORD
CITY MANAGER

Attachmts: Proposed Resolution

JF:KM:CJC:RAR:rar

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT TO AUTHORIZE THE CONTRIBUTION OF ANNUAL FUNDING FROM EACH MEMBER CITY FOR THE OPERATION OF THE AUTHORITY AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $25,000

WHEREAS, Section 6500 *et seq.,* of the California Government Code provides that two or more cities may, by agreement, jointly exercise any powers common to the cities to the agreement and may by that agreement create an entity which is separate from the cities to the agreement; and

WHEREAS, the California Cities for Self Reliance Joint Powers Authority ("Authority") was formed on July 11, 2001, by the execution of a Joint Powers Authority Agreement ("Agreement") by and between the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens; and

WHEREAS, on September 12, 2006, the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens approved Addendums to the Agreement to admit the City of Compton and the City of Inglewood as Trade Members of the Authority; and

WHEREAS, members of the Authority consist of cities that are authorized to license the operation and ownership of card clubs (i.e. gaming establishments), license employees to work in gaming establishments and otherwise regulate the operations of gaming establishments; and

WHEREAS, the Authority was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities; and

WHEREAS, on January 21, 2015, the Authority Board of Directors voted to authorize the preparation of an amendment to the Joint Powers Agreement to provide for funding from each member city to the Authority in the sum of $25,000 per year, and has requested the each of the member cities present the proposed amendment to their respective governing bodies for approval, in addition to submission of $25,000 for Fiscal Year 2014-2015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Amendment to the California Cities for Self Reliance Joint Powers Authority Agreement, specifically Section 15 – "Contributions, Advances, Prior Expenses" (which is attached hereto and incorporated herein), to require that each Member City agree to make an annual contribution to the Authority in the sum of Twenty Five Thousand Dollars ($25,000) is hereby approved and the City Manager, upon the advice of the City Attorney, is hereby authorized to take all necessary actions to implement the Amendment, including but not limited to the signing of contracts, agreements and other related documents.

Section 2. That the City Manager is authorized to issue a purchase order in the amount of Twenty Five Thousand Dollars ($25,000.00) to the California Cities for Self Reliance Joint Powers Authority as payment for the City of Compton's 2014-2015 Fiscal Year contribution to the Authority.

Section 3. That funds are available in the 2014-2015 Fiscal Year budget, in Account No. 1001 510 000 4219.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk, City Treasurer and City Controller.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2015.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

CALIFORNIA CITIES FOR SELF RELIANCE

AMENDMENT TO JOINT POWERS AUTHORITY AGREEMENT

This Amendment to the Restated and Amended Joint Powers Authority Agreement ("Amendment") is entered into as of March 1, 2015 by and among the City of Bell Gardens, the City of Commerce, the City of Gardena, the City of Hawaiian Gardens, the City of Compton and the City of Inglewood ("Member" or "Members").

WHEREAS, the Members are parties to the California Cities for Self Reliance Joint Powers Authority Agreement ("Agreement") that formed the California Cities for Self Reliance Joint Powers Authority ("Authority") on July 11, 2001 and the subsequent amendments thereto;

WHEREAS, the Members desire to amend the Agreement further to provide financial contributions to the Authority by each Member;

NOW, THEREFORE, the Members hereto agree as follows:

I. The recitals to this Amended Agreement are true and correct.

II. Section 15 of the Agreement is hereby amended as follows:

SECTION 15

CONTRIBUTIONS, ADVANCES, PRIOR EXPENSES

1. The Authority may receive contributions or advances of funds and of personnel, services, equipment or property to the Authority for any of the purposes of this Agreement. An advance may be made subject to repayment and in such case shall be repaid in the manner agreed upon by the contributor and the Authority at the time of the advance.

2. Commencing with the 2014-2015 fiscal year, each Member agrees that it shall make an annual contribution to the Authority in the sum of twenty-five thousand ($25,000), or such greater sum the Members may agree to contribute to the Authority, until the Agreement is terminated.

3. In the event a Member is unable to make an annual contribution, the Member will be deemed to have withdrawn from the Authority without any liability for the annual contribution to the Authority. Said withdrawal, if any, will occur if a Member does not make the annual contribution by the sixtieth day following the Authority's invoice to the Members. Except for the 2014-2015 fiscal year, the invoices shall be sent to the Members by June 1 for the following fiscal year.

III. Except as provided herein, each provision of the Agreement shall remain as originally written except as amended by the First Restated and Amended Agreement, the Second Restated and Amended Agreement, Third Restated and Amended Agreement, each of which is hereby reapproved and reconfirmed.

This Amended Agreement is agreed to by the Members and effective on March 1, 2015.

CITY OF BELL GARDENS,
A Municipal Corporation

By: _____

Its Mayor

Date: _____

Attest:

By: _____

City Clerk

By: _____

City Attorney

CITY OF COMMERCE,
A Municipal Corporation

By: _____

Its Mayor

Date: _____

Attest:

By: _____

City Clerk

By: _____

City Attorney

CITY OF GARDENA,
A Municipal Corporation

By: _____

Its Mayor

Date: _____

Attest:

By: _____

City Clerk

By: _____

City Attorney

CITY OF HAWAIIAN GARDENS,
A Municipal Corporation

By: _____

Its Mayor

Date: _____

Attest:

By: _____

City Clerk

By: _____

City Attorney

CITY OF COMPTON,
A Municipal Corporation

By: _____

Its City Manager

Date: _____

Attest:

By: _____

City Clerk

By: _____

City Attorney

CITY OF INGLEWOOD,
A Municipal Corporation

By: _____

Its Mayor

Date: _____

Attest:

By: _____

City Clerk

By: _____

City Attorney

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT TO AUTHORIZE THE CONTRIBUTION OF ANNUAL FUNDING FROM EACH MEMBER CITY FOR THE OPERATION OF THE AUTHORITY AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $25,000**

Ruth Rugley — **2/25/2015 1:11:06 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **2/26/2015 12:32:38 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **2/26/2015 11:33:27 AM**
CITY CONTROLLER — DATE

Kelly Montgomery — **2/25/2015 1:50:54 PM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 3, 2015

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **JON THOMPSON, CHIEF**
COMPTON FIRE DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR TRAFFIC MANAGEMENT, INC. TO PROVIDE TRAFFIC MANAGEMENT FOR CAMERA INSTALLATION AS PART OF THE CITY-WIDE CAMERA SURVEILLANCE SYSTEM PROJECT ($14,000)**

SUMMARY

This resolution authorizes the City Manager to enter into an agreement with Traffic Management, Inc. ("TMI") to provide traffic management services during the camera installations for the City-wide Camera Surveillance System Project and establish a purchase order in the amount of Fourteen Thousand Dollars ($14,000.00).

BACKGROUND

The City Council has appropriated Lease Revenue Bond funds to establish a City-wide Camera Surveillance System to assist law enforcement with the curtailing of various activities throughout the City. The City-wide Camera Surveillance System Project is in the final phase, including installation of the License Plate Recognition cameras at key and busy intersections.

Installation of the cameras in certain locations are not easily accessible and require the use of dedicated traffic management personnel to monitor and control traffic at the affected intersections during the camera installation to provide a safe environment for both the installation vendor and the general public.

The State of California mandates the training and qualifications that individuals assigned to manage traffic flow, lane closures and placement of traffic control devices must possess. While certain employees of the Public Works Department and the Parking Enforcement Division may possess the requisite qualifications, neither division has sufficient staffing to spare and fulfilling daily responsibilities would be greatly affected if the employees were diverted from performing their usual duties to provide traffic management services for this project.

STATEMENT OF ISSUE

Traffic Management, Inc. offers an array of quality traffic control services in California, the East Coast and Great Lakes regions. As a C-31 licensed contractor, they are approved to perform all work-zone traffic control services. Their certified and specially trained flaggers carry all necessary equipment to maintain a safe and effective work area

and maintaining a continuous flow of traffic. According to TMI, they have had zero traffic related injuries since 1994, credited to the rigorous training and safety program their field employees are given in order to create and maintain a safe work area for both the City and the general public.

TMI has been and will continue to provide traffic management services to the City, including provision of all necessary staffing and manpower, traffic control equipment and vehicles. The City has used their services on this and other projects. An agreement and purchase order is needed to accommodate a timely finishing of this Project. This request for fourteen thousand dollars ($14,000) will take total expenditures over $25,000, which needs Council approval.

FISCAL IMPACT

There is no further impact to the budget. Funds for this expenditure ($14,000) are allocated in Bond Account No. 3030 690 000 4334 of the Fire Department's Fiscal Year 2014-2015 budget.

ALTERNATIVE

An alternative would be to use City staff to perform these functions, however doing so would greatly affect the performance of daily functions of the Public Works staff and/or almost cease parking enforcement functions.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution authorizing the City Manager to enter into a service agreement with Traffic Management, Inc. for a term of November 1, 2014 through June 30, 2015 and issue a purchase order for $14,000.00.

JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED TO FORWARD:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR TRAFFIC MANAGEMENT, INC. TO PROVIDE TRAFFIC MANAGEMENT FOR CAMERA INSTALLATION AS PART OF THE CITY-WIDE CAMERA SURVEILLANCE SYSTEM PROJECT ($14,000)

WHEREAS, the City Council has appropriated Lease Revenue Bond funds to establish this City-wide Camera Surveillance System to assist local law enforcement with the curtailing of various activities in our City parks, Gateway Towne Center and other locations throughout the City; and

WHEREAS, the installation of the cameras in certain locations are not easily accessible and require the use of dedicated traffic management personnel to monitor and control traffic at the affected intersections during the camera installation to provide a safe environment for both the installation vendor and the general public; and

WHEREAS, the State requires such traffic management be performed by trained and qualified individuals and while certain employees of the Public Works Department and the Parking Enforcement Division may possess the requisite qualifications, neither division has sufficient staffing to spare and fulfilling daily responsibilities would be greatly affected if the employees were diverted from performing their usual duties to provide dedicated traffic control service for this project; and

WHEREAS, Traffic Management, Inc. offers an array of quality traffic control services and as a licensed contractor, they are approved to perform all work-zone traffic control services; and

WHEREAS, staff recommends that it is in the best interest of the City to use Traffic Management, Inc. to provide the traffic control services to necessary to complete the installation of the License Plate Recognition cameras.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager, upon the advice and consent of the City Attorney is hereby authorized to enter into an agreement with Traffic Management, Inc. to provide traffic control and management services for camera installations as part of the City-wide Camera Surveillance System Project for the term of November 1, 2014 through June 30, 2015.

Section 2. That a purchase order in the amount of Fourteen Thousand Dollars ($14,000.00) with Traffic Management, Inc. is authorized to be issued.

Section 3. That funds for this expenditure are available in Bond Account No. 3030 690 000 4334 of the Fire Department's 2014-2015 Fiscal Year budget.

Section 4. That a certified copy of this Resolution shall be filed with the offices of the City Manager, City Controller, City Attorney, Fire and the City Clerk.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2015.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on ____ day of _____, 2015.

That said Resolution was adopted by the following vote, to wit:

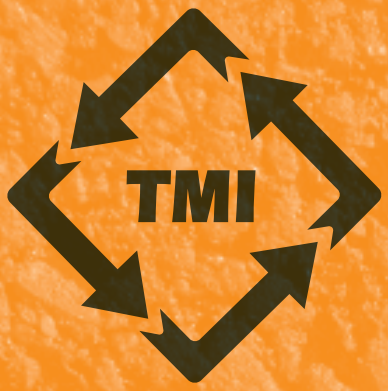
AYES: Council Members-
NOES: Council Members-
ABSTAINS: Council Members-
ABSENT: Council Members-

_____
CITY CLERK OF THE CITY OF COMPTON

TRAFFIC MANAGEMENT INC.

Services

#8.



Services

Traffic Management offers an array of quality traffic control services in California, the East Coast and Great Lakes regions. It is our goal to provide the tools, knowledge and experience to get your job done in a safe and efficient manner. TMI specializes in:

- Single & Multiple Lane Closures
- K-Rail Installation
- Road Closure & Detours
- Flagging Operations
- Full Service Installation
- Traffic Control for Special Events & Location Filming
- Temporary “No Parking” Sign Installation
- Temporary Striping
- Maintenance of Traffic Control Setups

Service From Start to Finish.

TMI can provide a vast array of traffic-related services for start-to-finish application. These are the tools you need to get the job done. With a complete menu of quality traffic control services TMI is an effective resource.

Superior Customer Service

TMI is available when you need us most. We are ready to respond to your needs with 24/7 customer support and emergency response.

Our highly trained staff is equipped with computerized dispatching and job management systems. Real time crew tracking coupled with constant cellular phone contact with all field personnel ensures quick response time and flexibility.

Single & Multi-Lane Closures

For situations that require a work area in an open travel lane, a closure of some type is required. Traffic Management is experienced in these closures, and our flaggers are trained and equipped to perform any closure safely and quickly.

- Shoulder closures
- Single lane closures
- Multi lane closures
- Intersection closures

#8.

TRAFFIC MANAGEMENT INC. **Services**

K-Rail Installation

Creating a safe work area can sometimes require more than the standard delineation device. TMI has the resources to provide you with the solution to your K-rail needs.

Water-Filled or Concrete?

When it comes to k-rail, you have options. TMI can provide either type depending on your needs and based on the following considerations:

- Duration of project
- Quantity needed
- Anticipated use and location
- Ease of installation and moveability
- Agency, permit or other regulatory requirements

Service from Start to Finish:

- Transportation & trucking services to and from job site
- Installation and placement with operated crane
- Temporary traffic control during installation and removal activities
- Crash arrays or attenuators for end treatment as required
- Supporting signage and delineation
- Maintenance and relocation as needed

Road Closure & Detours

Our traffic control installations can effectively close one or both directions of any roadway. Traffic Management will anticipate the necessary signage and post accordingly.

Advance notification can be in the form of custom information signs, lighted boards (Changeable Message Signs), and letters or flyers to affected businesses and residents.

Impeccable Safety

Since 1994, TMI has had zero traffic related injuries. We credit this success to our field employees who through a rigorous training and safety program are given the tools they need to create and maintain a safe work area for both our clients and the general public.

Flagging Operations

Certified and specially trained TMI flaggers carry all the necessary equipment to maintain a safe and effective work area for any situation. Second to safety, maintaining a continuous flow of traffic is our priority. Our flaggers are trained to maintain that flow by conducting intermittent stoppage of traffic, two way flagging or operating a full-scale multiple flagger intersection closure.

- Single flaggers
- Two way flagging
- Rural or arterial

Full Service & Installation

TMI can perform installations of any size. Whether your project requires a few cones and signs for a single day or a long term major installation, we have the resources to make it work.

As a C-31 licensed contractor, we are approved to perform all work-zone traffic control services.

Special Events & Filming

Our years of experience in a variety of special events and film projects, including most major Los Angeles and Hollywood awards shows, have taught us what it takes to tackle unique projects.

We handle all aspects of crowd control, limousine and/or valet traffic control, parking, special signs, temporary water-filled k-rail, customized directional and information signs (CMS) and many other specialized needs for this demanding industry.

Our established relationships with public agencies allow for efficient permit and planning services to accommodate your next project.

Some of the events TMI has participated in include:

- Academy Awards
- Grammy Awards
- Latin Grammy's
- X-Games
- ESPY Awards
- Long Beach Marathon
- Extreme Makeover: Home Edition

24 hour Availability & Emergency Response

A live attendant is available to take your call day or night. Crews can often be dispatched within an hour and be on-site to assess the situation shortly thereafter. Our established relations with local public works agencies gives us the ability to safely and quickly respond to virtually any situation.

Temporary "No Parking" Sign Installation

Often street parking can have an impact on the closure or operation. Proper posting and enforcement can be critical for a smooth operation.

TMI will supply and install temporary signs while notifying the proper agencies for enforcement.

Temporary Striping

Our in house engineering department can review your project and assess your striping needs.

Depending on the duration of the project, high-grade reflective tape, paint or thermoplastic material may be used.

Maintenance

For one-day closures a crew can be provided for the entire shift to monitor the setup, or assist with traffic in or around the work area.

For longer-term projects Traffic Management can provide a maintenance schedule either daily, weekly or on an as-needed basis. Our crew will report on dirty, damaged or missing equipment in addition to any other situation that warrants attention.

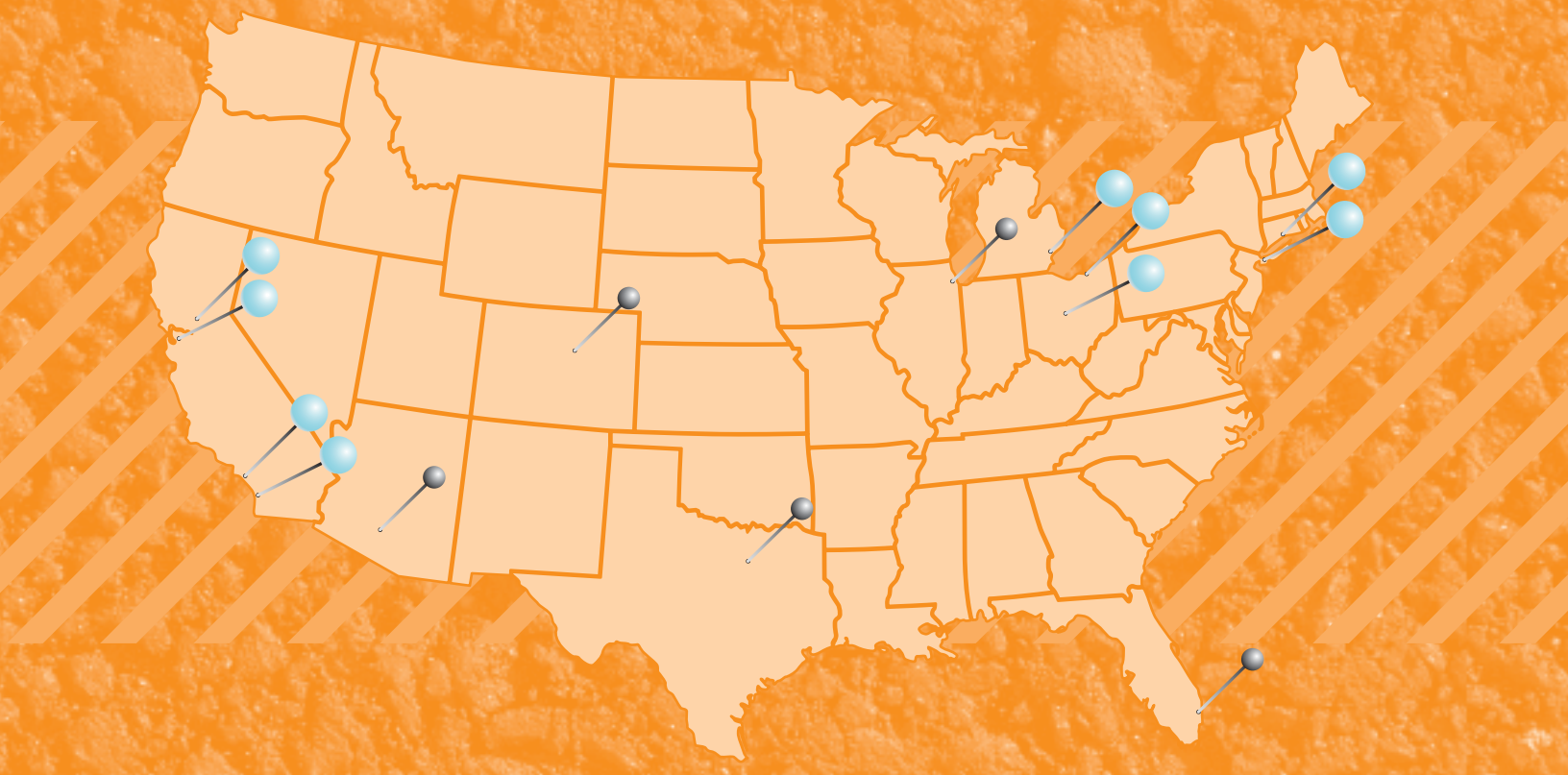
Short and Long Term Projects

TMI provides comprehensive traffic control services for projects lasting one day or beyond one year. Depending on the duration of the project, we will evaluate:

- Sign selection and mounting in construction areas
- Surface mounted channelizers vs. portable delineators
- Temporary striping: paint vs. tape
- Conflicting signage or striping resolution
- Maintenance requirements
- Effects on local traffic or business
- Permit or other regulatory requirements

Locations

TMI's products and services are available nation-wide. Check out our web site: www.trafficmanagement.com to find a location near you.



Western Region

- **Sacramento, CA**
  1 888 763.3999
- **San Francisco, CA / Bay Area**
  1 877 763.3999
- **San Diego, CA**
  1 800 759.4945
- **Los Angeles, CA / Orange County**
  1 800 763.3999

Great Lakes Region

- **Cleveland, OH**
  1 888 763.5999
- **Columbus, OH**
  1 888 763.5999
- **Detroit, MI**
  1 888 763.5999

Eastern Region

- **Brooklyn, NY**
  1 877 763.5999
- **North Haven, CT**
  1 877 763.5999

2009-2010 Expansion

- **Chicago, IL**
- **Dallas, TX**
- **Denver, CO**
- **Fort Lauderdale, FL**
- **Phoenix, AZ**

Corporate Office: 2435 Lemon Avenue · Signal Hill, CA 90755 · **Phone:** 1 800 763.3999 · **Fax:** 1 562 424.0266

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www.trafficmanagement.com
1 800 763 3999

ESTIMATE Nº E-36898

800-763-3999
562-424-0266 fax
www.trafficmanagement.com

TRAFFIC MANAGEMENT. INC.
2435 Lemon Ave
Signal Hill, CA 90755

COMPANY:		PHONE:	FAX:
City of Compton		310-605-5505	

CONTACT PERS	DIRECT PHONE/	DIRECT FAX:	CELL PHONE:	EMAIL:
Sabrina "Fire	310-761-1437			sgallardo@comptoncity.org

COMPANY ADDR	CITY, STATE, ZIP:
205 S. Willowbrook Ave.	Compton, CA 90220

JOB LOCATION:	CITY / COMMUNI	T.B. MAP PAGE:
Compton	Compton	

PROJECT INFORMATION

OTHER INFO:	CUST. REF #:	PLAN REFERENCE:

CUSTOMER WORK DES
30 day terms.

APPROX. START	START TIME:	WORK HOURS / DU	RFQ #:

LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1				$168.00 ea/dy	**Single Lane Closure (Move-In)** Mobilization of labor and equipment to job site only. Price does not include onsite time, please see below for hourly rate.	**$168.00**
2				$80.00 hourly	**Single Lane Closure (Hourly Rate)** Hourly rate of traffic control devices. Equipment includes up to fifty (50) cones, six (6) type-I barricades, four (4) warning signs with stands, four (4) regulatory signs, and one (1) flashing arrow sign (FAS or arrow board). Price does not include the mobilization. Also includes one (1) professionally trained and equipped traffic control man (flagger) at an hourly rate, for up to eight (8) hours, for the purpose of setting up and maintaining traffic control devices, or otherwise controlling and directing vehicle or pedestrian traffic through or around the work area. Overtime rates apply after 8 hours and on Saturdays. Double time rates apply after 12 hours, on Sundays and Holidays. Price does not include mobilization.	**$80.00**
3				$168.00 ea/dy	**Single Lane Closure (Move-In) Prevailing Wage** Mobilization of labor and equipment to job site only. Price does not include onsite time, please see below for hourly rate.	**$168.00**
4				$107.00 hourly	**Single Lane Closure (Hourly Rate) Prevailing Wage** Hourly rate of traffic control devices. Equipment includes up to fifty (50) cones, six (6) type-I barricades, four (4) warning signs with stands, four (4) regulatory signs, and one (1) flashing arrow sign (FAS or arrow board). Price does not include the mobilization. Also includes one (1) professionally trained and equipped traffic control man (flagger) at an hourly rate, for up to eight (8) hours, for the purpose of setting up and maintaining traffic control devices, or otherwise controlling and directing vehicle or pedestrian traffic through or around the work area. Overtime rates apply after 8 hours and on Saturdays. Double time rates apply after 12 hours, on Sundays and Holidays. Price does not include mobilization.	**$107.00**
5				$335.00 LS	**Multi-Lane Closure (Move-In)** Mobilization of labor and equipment to job site only. Price does not include onsite time, please see below for hourly rate.	**$335.00**

#8.

6				$161.00 hourly	**Multi-Lane Closure (Hourly Rate)** Hourly rate of traffic control devices. Equipment includes up to one hundred twenty (120) cones, twelve (12) type-I barricades, six (6) warning signs with stands, ten (10) regulatory signs, and two (2) flashing arrow signs (FAS or arrow boards). Price does not include the mobilization. Also includes two (2) professionally trained and equipped traffic control men (flaggers) at an hourly rate, for up to eight (8) hours, for the purpose of setting up and maintaining traffic control devices, or otherwise controlling and directing vehicle or pedestrian traffic through or around the work area. Overtime rates apply after 8 hours and on Saturdays. Double time rates apply after 12 hours, on Sundays and Holidays. Price does not include mobilization.	**$161.00**
7				$335.00 ea/dy	**Multi-Lane Closure (Move-In) Prevailing Wage** Mobilization of labor and equipment to job site only. Price does not include onsite time, please see below for hourly rate.	**$335.00**
8				$215.00 hourly	**Multi-Lane Closure (Hourly Rate) Prevailing Wage** Hourly rate of traffic control devices. Equipment includes up to one hundred twenty (120) cones, twelve (12) type-I barricades, six (6) warning signs with stands, ten (10) regulatory signs, and two (2) flashing arrow signs (FAS or arrow boards). Price does not include the mobilization. Also includes two (2) professionally trained and equipped traffic control men (flaggers) at an hourly rate, for up to eight (8) hours, for the purpose of setting up and maintaining traffic control devices, or otherwise controlling and directing vehicle or pedestrian traffic through or around the work area. Overtime rates apply after 8 hours and on Saturdays. Double time rates apply after 12 hours, on Sundays and Holidays. Price does not include mobilization.	**$215.00**

EXCLUSIONS:
The following is not included in this estimate: Tax; Encroachment Permits; Traffic Control Plans; Traffic Signal Plans; Posting of "No Parking" Signs; Lost or damaged equipment; Business and/or resident notfication; Temporary striping or striping removal; Construction fencing; Steel/trench plates; Changeable message signs (CMS); Custom signage; Replacement or modification of existing facilities; Other; Net 30 Terms

STANDARD TERMS & CONDITIONS:
1) Although TMI maintains standard general liability, workers compensation, and other insurance coverages, additional costs may be incurred for the issuance of insurance certificates that require special wording, endorsements, or additional coverages or policy changes. 2) Information provided herein should be relied on for estimating purposes only. 3) This estimate is based on information available and/or provided at the time of the estimate request, such as current permit rates and requirements from public agencies, and is subject to change without notice. 4) TMI reserves the right to modify this estimate should the scope of the project change or additional information is provided. 5) Unless otherwise specified, individual line items and rates are based on acceptance of the estimate as a whole. Significant changes in quantities, addition/deletion of line-items, or selection of single line-items may result in price changes. 6) Prices are valid for up to 60 days. 7) All orders for standard traffic control and equipment (without permit or posting requirements), will require at least three working days advance notice; additional time may be required for non-standard and/or large scale traffic control. General availability of traffic control is not guaranteed and is subject to availability and schedule of TMI crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8) Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated, and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization.

x_____ Sam Knutson TMI ESTIMATOR	x_____ CUSTOMER ACKNOWLEDGEME	DATE PREPARED: 1/26/2015

SERVICE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
TRAFFIC MANAGEMENT, INC.

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **TRAFFIC MANAGEMENT, INC.** (hereinafter referred to as "**CONTRACTOR")** located at 2435 Lemon Avenue, Signal Hill, California 90755, pursuant to Resolution No. _____, adopted by the City Council on _____, 2015.

WITNESSETH:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. Services to be Performed by Contractor: Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing traffic management services during the camera installation as part of the City-wide Camera Surveillance Project. More specifically, Contractor shall provide and perform the following services: Set up and maintain traffic control devices; controlling and directing vehicle and/or pedestrian traffic through and/or around work areas; provide both single and multi-lane closure(s), as needed; provide at least 120 cones, 12 type-1 barricades, 6 warning signs with stands, 10 regulatory signs and 2 flashing arrow signs (FAS or arrow boards).

Contractor agrees to perform all the said services and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City**,** the services herein set forth.

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with the services.

2. Compensation: The method of payment for this Contract will be based on hourly and daily rates specified in Contractor's **"Fee Estimate No. E-36898,"** which is incorporated herein.

The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation payable will not be effective until authorized and approved by the City.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for services completed. Invoice(s) shall be delivered or mailed to the **Fire Chief** of the City at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Contractor is required to comply with all federal, state and local laws and ordinances

applicable to the work.

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for services rendered during the term of this Agreement is limited to **Fourteen Thousand Dollars ($14,000.00).**

In the event of termination, the Contractor shall be entitled to non-disputed compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and material associated with the performance of this Agreement.

3. Commencement of Services: The term of this Agreement shall be effective as of November 1, 2014. The term of the services to be provided by Contractor are based on completion of the camera installations; thus this Agreement shall expire upon completion of the need to provide traffic management services in connection with the camera installation project, or when the allotted funds of $14,000.00 has been exhausted, whichever occurs first, unless this Agreement is terminated as provided herein.

4. Indemnity: Contractor shall indemnify and save harmless the City**,** its officials, officers, employees, agents and volunteers (collectively hereafter the "CITY") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

This indemnification and hold harmless obligation does not extend to claims arising out of the sole negligence or willful misconduct of the City.

5. Insurance: Without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the City's Risk Manager, shall be delivered to the City. Such evidence shall express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

5.1 General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than **One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall name the City on the Certificate of Insurance and Endorsement Page(s) as "additional Insured" and shall identify the Project or work involved.**

5.2 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage in an amount not less than **One Million Dollars ($1,000,000.00)** per accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles and equipment, or coverage for "any auto".

5.3 Workers' Compensation Insurance. Contractor shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance with limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement.

6. Nondiscriminatory Employment Practices: During the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

7. Successor and Assigns: City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City. Any attempted assignment of this Contract without the written consent of both parties is void.

8. Warranties: The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship throughout completion of the services.

9. Independent Contractor Status: Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

10. Permits and Licenses: Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

11. Termination: Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

11.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor advance written notice, terminate this Agreement.

11.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if it fails to make prompt payment to any subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement.

11.3. If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the City may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement.

11.4. If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination Contractor shall furnish to the City a final invoice for work performed.

11.5. Pursuant to the provisions of Section 3 above.

12. Force Majeure: In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of non-disputed compensation owed for services rendered to the point at which this Contract is terminated.

13. Waivers: A waiver by either party to this Agreement of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

14. Amendments: This Agreement may be modified or amended only by written document executed by both Contractor and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

15. Notices: All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

15.1 Addresses. All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Fire Chief, Compton Fire Department
(310) 605-5670
(310) 632-8414 – Fax

with copies to:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

All notices, demands or requests from City to Contractor shall be addressed to:

Traffic Management, Inc.
2435 Lemon Avenue
Signal Hill, California 90755
Attn: [name/title]
(800) 763-3999
(562) 424-0266 – fax.

15.2 Change in Address. In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

16. Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City**,** at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

17. Examination and Audit: This Contract shall be subject to examination and audit of the City**,** State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

18. Extent of Agreement: This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subconsultant or subcontractor and the City.

19. Governing Law and Severability: This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in shall

lie exclusively in the County of Los Angeles.

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

20. Federal and State Withholding Taxes: Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

21. Miscellaneous: No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONTRACTOR has executed this Agreement and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

TRAFFIC MANAGEMENT, INC.
CONTRACTOR

Dated: _____

By _____
Name: _____
Title: _____

CITY OF COMPTON
Recommended for Approval:

By _____
Jon Thompson, Fire Chief
Compton Fire Department

Dated: _____

Approved by:

Dated: _____ **By_____**
Johnny Ford, City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR TRAFFIC MANAGEMENT INC. TO PROVIDE TRAFFIC MANAGEMENT FOR CAMERA INSTALLATION AS PART OF THE CITY-WIDE CAMERA SURVEILLANCE SYSTEM PROJECT ($14,000)**

Jon Thompson	**1/26/2015 3:23:374PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/25/2015 5:28:39 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**1/27/2015 7:32:53 AM**
CITY CONTROLLER	DATE
Johnny Ford	**1/26/2015 8:06:05 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 3, 2015

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN CITY-OWNED PROPERTY LOCATED AT 950 WEST ALONDRA BOULEVARD, COMPTON**

SUMMARY

Staff respectfully requests the City Council to authorize the City Manager to enter into an Exclusive Negotiation Agreement with Neighborhood Housing Services, Inc. of Los Angeles County (NHS) to work out the terms of a Purchase and Sale Agreement (PSA) for disposition and development of certain City-owned property located at 950 West Alondra Boulevard in the City of Compton.

BACKGROUND

Over the past several years, the Successor Agency has undertaken aggressive efforts to transform Compton's economic, physical and social fabric into a vibrant, commercial/retail center-destination place for new housing and moderate-income residents. By fostering public/private partnership arrangements, the Agency has successfully lured investments into the community resulting in commercial, retail and residential developments in former blighted and underutized areas. As part of this process, the Agency acquired, through a foreclosure sale, a partially completed 28 unit town homes development located at 950 West Alondra Boulevard purposely to facilitate completion of the townhomes and sold at affordable levels to income-qualified home buyers.

On December 21, 2014, the Housing Successor initiated an RFP process to solicit proposals from interested developers to acquire and develop up to 28 affordable units of 'for-sale' single-family townhomes at the subject site. To ensure maximum response and participation from the investment and development community, staff published the RFP in the Daily Breeze, Long Beach Press Telegram, and the City's website. At the close of the scheduled deadline (January 21, 2015), staff received a total of six (6) developer responses including: Levy Affiliated Holdings LLC., Homes In LA, BIO Environmental, Horizon Development, AIM Consulting Services and Neighborhood Housing Services of Los Angeles County (NHS).

This report presents an update of staff activities that culminated in the selection of the most qualified and responsive developer to acquire and develop the City owned property at 950 West Alondra blvd.

STATEMENT OF THE ISSUE

The City-owned property located at 950 West Alondra Boulevard is an unfinished townhome development. The former Community Redevelopment Agency acquired the 1.53 acre site from the EastWest Bank for the sum of for $1,900,000 through a foreclosure sale in 2011. Current improvements on the site consist of seven partially completed three story townhome style buildings designed to contain 28 three bedroom, two and a half bath units with attached garages and a 2 story community building. The successful developer would be required to enter into an Exclusive Negotiation Agreement ("ENA") with the Housing Successor to work out terms and conditions necessary to consummate the sale transaction. Furthermore, the selected developer would also be required to negotiate with the Calvary Community Church and reimburse the Church for certain common area improvements at the subject site.

To ensure transparency in the selection process, the Housing Successor established an inter departmental Selection Committee comprising of the City Manager's Office, Planning Department, Controller's Office, and the Successor Agency to determine the most qualified proposal. Among other things, the RFP process was designed to select the firm that provides the strongest combination of: a) a cost effective housing project; b) relevant experience and qualifications; c) capacity to acquire and finance the construction of the affordable homes and; d) proven ability to expedite the sale of the developed units.

Selection Process

Each proposal was rated and ranked based on agreed upon selection criteria as follows: Developer Experience (10%); Land Acquisition Price (25%), Total Subsidy Required (15%), Financial Capacity (10%), Construction Schedule (10%), Affordable Units (20%), Financing Mechanism (10%).

The Agency purchased the subject property for $1,900,000. In order to recapture its initial capital investment to expand construction of additional housing stock and replenish the dwindling supply of affordable housing in the community, the Selection Committee placed a higher preference for a proposal that could offer the highest land acquisition price and provide the opportunity for the city to: (a) recapture its initial capital investment of $1,900,000; (b) reduce public subsidies to develop the site; (c) utilize the land sale proceeds to subsidize ultimate low to moderate income homebuyers through a silent second program.

On the basis of the above criteria, the Committee ranked each proposal as follows: NHS (40.35 points, Rank#1); Levy Affiliate (33.95 points, Rank#2); AIM (32.55, Rank#3); Homes LA (30.55, Rank#4); Horizon (27.3points, Rank#5); BIO Environmental (25.2 points, Rank#6).

Analysis

All the proposals demonstrated varied experience and financial capacity in their respective field to acquire and undertake construction of the affordable units. However, NHS emerged as the the most qualified and responsive bidder to acquire and build affordable housing at the subject site. NHS catapulted to the highest rank with the most points because the company offered the highest land acquisition price of $2,400,000 (see attached) that provides the opportunity for the city to: (a) recapture its initial capital investment of $1,900,000; (b) reduce public subsidies to develop the site; (c) utilize the land sale proceeds to subsidize ultimate low to moderate income homebuyers through a silent second program.

According to the company's proposal, NHS would purchase the site for $2,400,000, complete the project at cost of $7,806,700 and sell the homes at 299,000-300,000. First, the NHS purchase offer exceeds the various prices offered by the five competitors. Second, the developer's offer provides a rare opportunity for the City to recapture its initial capital investment of $1,900,000. Third, the company's proposal provides opportunity for the City to use the proceeds from the land sale to reduce sale price necessary to qualify the low to moderate income home buyers targeted for purchase of the 28 homes; and finally, selection of NHS eliminates the need for the City to discount the value of the land and thereby free up public funds to expand affordable housing production. In contrast, selection of the other developers would require the City to provide both construction subsidy and affordability subsidy for each of the proposals.

The following comparative assessment reveals the amount of subsidy requirement and feasibility characteristic of each development proposal.

- Levy Affiliated Holding proposes to purchase the subject property for $600,000, complete the development at a total construction cost of $3,500,000 and sell the homes at a range of $175,000-225,000. The NHS offer exceeds Levy's purchase price by a margin of $1.8m. In order to ensure project feasibility to facilitate affordable homes, the Agency would have to discount the value of land by a margin of $1.3m (33.95points)

- AIM Consulting Services is a minority owned and operated firms with renowned expertise in the development of affordable housing and mixed-use development. The firm proposes to purchase the site for $600,000. Furthermore, the firm's proposal contains a commitment to reimburse the Calvary Community Church for certain common area improvements for up to $205,000. The total construction cost is estimated at $6,665,849. The homes will be sold within a stipulated range of $185,000-300,000.The NHS offer exceeds the developer's purchase price by a margin of $1.8m. In order to ensure project feasibility, the Agency would have to discount the value of land by a margin of $1.3m (32.5 points,)

- BIO Environmental proposal entails acquisition of the site for $616,000. The total development cost inclusive of acquisition cost is $6,720,000. The NHS offer exceeds the developer's purchase price. In order to ensure project feasibility and sell the homes at affordable levels, the Agency would have to discount the value of land by $1,284,000 (25.2 points).

- Homes in LA, real estate brokerage specializes on affordable housing developments. Homes In LA would acquire the land for $465,000. Additionally, the firm proposes to compensate Calvary Community Church for certain common area improvements at the subject site resulting into a total development cost of $4,460,000. The homes will be sold within a range of $205,000--$218,000. The NHS acquisition price exceeds Homes in LA by a margin of $1,935,000. In order ensure project feasibility and sell the homes at affordable levels, the City would have to discount the value of the land by $1,435,000 (30.55points)

- Horizon Development proposes to develop the site for construction cost of $6,416,264. To ensure project feasibility, the developer is requesting a zero purchase price for the site. The homes will be sold for $224,000. Such a proposal would translate into a land write down (subsidy) of $1.9m to the developer (27.3 points).

The forgoing assessment demonstrates that none of the competing developers could match the acquisition price offered by NHS. In addition to recapturing its initial investment, the NHS proposal provides additional resources for the city to provide silent seconds to expand and preserve affordable housing in the community. Furthermore the extensive experience of NHS in affordable housing development and rehabilitation in underserved communities and neighborhoods in the field of financial education, counseling, affordable mortgage homes, construction management, full service real estate and neighborhood revitalization services in communities of Huntington Park, Pasadena, Inglewood, Compton, Baldwin Park, San Gabriel, Bell, Lynwood, Downey, Norwalk spanning over the past 30 years makes the company uniquely qualified and resourceful to partner with the City to affordable housing for this community

Housing Needs Assessment

The Housing Element of the General Plan provides the most definitive statement of unmet housing needs in Compton to target utilization of the City's Housing Asset Fund. Currently, over 70% percent of the City of Compton existing housing stock is over 45 years old. Due to the City's disproportionate amount of aging and deteriorating housing stock, a lot of homes are in need of rehabilitation, substandard and therefore a need for new housing stock is necessary to mitigate these housing issues.

Overcrowding:

According to statistical data as of 2000, more than 39% of the City's existing housing stock was considered overcrowded. Studies have shown that overcrowding may be a factor of poor affordability of quality housing stock within a community. Thus necessitating the City encourages and develops policies for the construction of new affordable housing units in the City. The City's population has had an average growth rate of 7% over the past 20 years from 1990 – 2010; however the City's housing stock has only increased at a rate of 2.5% over the same 20 year period. (U.S. Census Bureau, 1980, 1990, 2000 and DOF 2009). The bleak statistics that shadow such neighborhoods requires effective strategies that take into account the unique needs and assets including affordable housing that exist within this community. NHS proposal provides a timely intervention to provide affordable in the community.

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Affordable Housing Commitment

The driving force behind the Agency's acquisition of the partially finished townhomes is to facilitate completion of the development and sell them at affordable levels to qualified low to moderate income homebuyers. Low to moderate income households are defined according to federal and state requirements are households whose income fall between 80% - 50% of the Los Angeles County median income. According to the latest publication, the median household income in the LA County for a family of four is $64,800. Based on this data, 80% of the median income is $51,840. Under the assumption of 30% monthly income for housing a qualified household could afford a mortgage loan of $241,421 (5%, $1,296, 30 year loan).

NHS proposes to sell the homes between $299,000-$300,000. The difference between the NHS purchase price for the home ($300,000) and the maximum private mortgage ($241,421) that a prospective moderate income buyer could qualify is defined as the affordability gap. Assuming that a market study confirms the NHS sales price of $300,000, the affordability gap for the homebuyer is $55,579 **(297,000-241,421).** In order to bridge the affordability gap, the City would utilize portion of NHS land sale proceeds in combination with the Agency's set aside tax Allocation Bonds (Housing bonds) to provide silent second mortgage subsidy to facilitate the sale of the homes to the target households.

Economic Benefits

The subject property is located at a major arterial thoroughfare in the City. The construction of a high quality housing development project, as proposed by the developer, will offer several economic benefits to the City. For example, the City will receive increased property tax revenue, because the property currently does not participate in the property tax roll as public land. Once the development is completed, the project is estimated to have a value of approximately total private investment of over $6 million dollar into the City.

Center for Sustainable Communities

A major deliverable that sets NHS apart from other developers is the company's commitment to partnering with the City government in various community economic development activities NHS has just opened a Center in Compton at 1050 Rosecrans known as Center for Sustainable Communities to assist families and individual with crucial and critical community needs including business incubator, a Financial Opportunity Center, fitness center computer training and technology Center, job youth training and urban gardens. Furthermore, the project will involve hiring of WBE/MBE local contractors and vendors. Additionally, the center will also house a drop in office for the City of Compton emergency services providers and law enforcement. The proposal offered by NHS provides a viable economic intervention strategy that could fill some of the void created by the disappearance of redevelopment mechanism to uproot poverty in blighted neighborhoods. The developer familiarity of Compton coupled with ongoing economic ventures in the City make NHS unique asset for the community.

FISCAL IMPACT

There is no negative fiscal impact to the City's General Fund with the approval of this resolution. The Successor Agency has funds allocated in its 2010 Tax Allocation Bond – Series A housing proceeds for this project to assist First Time Homebuyers.

RECOMMENDATION

Staff respectfully requests the Council authorize the City Manager to enter into an Exclusive Negotiation Agreement to work out the terms of a Purchase and Sale Agreement with Neighborhood Housing Services for the sale certain Housing Successor owned property located at 950 W. Alondra Boulevard in the City of Compton.

KOFI SEFA-BOAKYE
MANAGER

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN CITY-OWNED PROPERTY LOCATED AT 950 WEST ALONDRA BOULEVARD, COMPTON

WHEREAS, in its aggressive effort to expand and preserve affordable homeownership opportunities for home buyers so as to expand the City's tax base, the Housing Successor initiated a Request for Proposal (RFP) process to solicit proposals from prospective developers to acquire and develop up to 28 affordable units of 'for-sale' single-family townhomes that would result in 'for sale' single-family units ("Project") that conforms to existing zoning (Residential) on certain City-owned property located at 950 West Alondra Boulevard; and

WHEREAS, prospective developers who responded to the RFP included Levy Affiliated Holdings LLC., Homes In LA, BIO Environmental, Horizon Development, AIM Consulting Services and Neighborhood Housing Services of Los Angeles County (NHS); and

WHEREAS, upon evaluation of the submitted proposals staff has determined that NHS proposal to acquire the subject for $2,400,000 and develop affordable for-sale townhomes at the subject site, Inc., is the most responsible proposal for acquisition and development of the partially completed 28 townhome units at the subject site; and

WHEREAS, the Housing Successor desires to enter into an Exclusive Negotiation Agreement with NHS for a period of 60 days to work out mutually agreeable terms, conditions, covenants, restrictions and agreements necessary to consummate the Sale transaction; and

WHEREAS, the Agency through its 2010 Tax Allocation Bonds – Series A Housing funds has committed subsidies to facilitate eligible the sale of the homes to income-qualifying home buyers to purchase the homes at affordable levels.

NOW, THEREFORE, THE CITY COUNCIL, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into Exclusive Negotiation Agreement with the Neighborhood Housing Services, Inc. for acquisition and development of certain City- owned parcel located at 950 West Alondra Boulevard in the City of Compton.

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Section 2. That this Resolution is adopted pursuant to Health and Safety Code Section 34177.

Section 3. That there is no negative impact to the City of Compton or the affecting taxing entities with the approval of this Resolution.

Section 4. That the officers and staff of the City and the Housing Successor are hereby authorized and directed, jointly and severally to execute the agreement as agreed upon by all parties and to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney and the Successor Agency.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2015.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

Request For Proposal Rating Criteria

950 W. Alondra Blvd.

Reviewer Name: _John Doe_____

Reviewer Title: _____

Name of Proposal: _____

Please rate each category 0 to 10 points for each proposal. Then multiply the weighting and the points awarded for each category. Add up the numerical scores for each category and place that number in the total box below.

	Weight	Proposal Facts	Points
CATEGORY : 1 to 10 points			
Developer Experience & Qualification, Similar Projects	10%		
Land Acquisition Payment	25%		
Total Subsidy Cost (Land and Unit)	15%		
Financial Capacity	10%		
Proposed Construction Days/Schedule	10%		
Number of Affordable Units Median Sales Price for ownership units $295,000 Mean Household Income $ 52,586 Average price per sq. ft. $237	20%		
Affordability financing/Marketing Sales Plan	10%		
	100%		
TOTAL POINTS			

Comments:

_____

_____

_____

_____

_____

#9.

Neighborhood Housing Services
of Los Angeles County

January 20, 2015

Dr. Kofi Sefa-Boakye
Manager
City of Compton
205 Willowbrook Ave
Compton, CA 90220

Dear Dr. Sefa-Boakye:

Neighborhood Housing Services of Los Angeles County (NHS) is honored to submit the attached RFP to the Housing Successor for the **950 West Alondra** site in Compton, California. Please accept this letter as an acknowledgement that NHS has reviewed the RFP and developer responsibilities and conditions and does not have any exceptions to reference in the proposal. Attached please find one original and three copies of our proposal and a corresponding PDF version of the proposal on a CD-ROM.

The vision for our project includes acquiring and rehabilitating the site to provide affordable homeownership for 28 families of modest means. We foresee the resale of the units to be at $299,000 for 1,500 sf and $325,000 for 1,900 sf units. Given our extensive knowledge of the Compton community and serving low to moderate income families, we believe that the redevelopment of the site is paramount to helping to make Compton a better place to live, work and play. We envision that an adjacent green space, along with a 1,500 – 2,500 square foot community room would be built on site to serve families. This additional space would include some of the following amenities for buyers:

Community & Family Gardens
Small fitness center
Small park with children's playland
Benches, tables & built in BBQ grill
Bike racks
Storage spaces
Club room with large screen TV & game room
Business center with free WiFi

We would also offer buyer amenities that could include new appliances, training in water conservation, tips on utilities, etc. We would envision that every potential buyer receives financial education and homeownership counseling through NHS' ongoing education programs.

Our construction schedule includes primary benchmarks that involve the City of Compton expediting permit and design processes using existing entitlements with minor amendments. Financing for the project will come from NHS' existing NSP2 resources, coupled with permanent financing for buyers from local lending partners and subsidies from both NHS and the City of Compton.

For more than 30 years, **Neighborhood Housing Services of Los Angeles County** has developed and rehabilitated housing and commercial units in neighborhoods throughout Los Angeles County, including transit oriented development projects, mixed use, and industrial projects that have provided the

opportunity to serve families, neighborhoods, and communities well. Utilizing a public and private partnership approach to meeting its strategic goals, NHS has developed, owned, and managed its projects as a community-based developer, reinvesting more than $4 billion back into urban communities throughout Los Angeles County.

We look forward to helping the City of Compton to achieve its vision for the 950 West Alondra site and welcome this opportunity to work together as we serve the goals of transforming the community. Please feel free to contact me at 213-381-2862 if you have any questions or require more information.

Sincerely yours,

Lori Gay
President & CEO

Neighborhood Housing Services of Los Angeles County

City of Compton, CA

RFP for Housing Development – 950 West Alondra St.

Submitted by:

Neighborhood Housing Services of Los Angeles County
3926 Wilshire Blvd, Suite 200
Los Angeles, CA 90010
Contact: Lori Gay - (213) 381-2862

Developer Applicant Information

Name: Neighborhood Housing Services of Los Angeles County (NHS) & Affiliates

Type of Entity: 501c3 non-profit corporation (EIN – 95-3938955)

Primary Contact: Lori Gay, President & CEO

- *Address:* 3926 Wilshire Blvd, Suite 200, Los Angeles, CA 90010
- *Telephone:* (213) 381-2862
- *Email:* lgay@lanhs.org
- *Website:* www.nhslacounty.org

Developer's Qualification Statement

For more than 30 years, NHS has developed and rehabilitated housing and commercial units in neighborhoods throughout Los Angeles County, providing financial education/counseling, affordable mortgage loans, construction management, full service real estate and neighborhood revitalization services. During its tenure, NHS has developed/rehabilitated more than **18,000** housing and commercial units, including transit oriented development projects, mixed use, and industrial projects that have provided the opportunity to serve families, neighborhoods, and communities well. Utilizing a public and private partnership approach to meeting its strategic goals, NHS has developed, owned, and managed its projects as a community-based developer, reinvesting more than **$4.3 billion** back into urban communities throughout Los Angeles County. NHS has also worked to protect home, commercial and neighborhood values by assisting existing homeowners and small business owners to protect and refinance their mortgages, providing financial counseling and helping owners to preserve/maintain more than **$2.3 billion** annually in property values. All of these efforts have helped NHS to revitalize neighborhoods, create more than **185** block clubs, employ **218** neighborhood young people and create nearly **54,000** jobs during its history. Before the foreclosure crisis, NHS worked primarily revitalizing low-income neighborhoods destabilized by crime and gang violence and experiencing business and economic divestiture. We've served the communities hardest hit by natural disasters, such as the 1994 Northridge earthquake, or public unrest, such as the damage caused by the 1992 Los Angeles riots.

NLS and its affiliates have a long history of serving low-income families in Los Angeles County. The majority of clients that we assist are families who have historically been targeted by unfavorable lending practices and are unaware of the critical role credit plays in their financial security. Over the past 30 years, 90% of NHS NLS' client base has been low-to-moderate income, minority families. In 2014, 95% of our clients were considered low-to-moderate income. 84% of NHS' clients were ethnic minorities. The benefits of our lending and development programs ripple beyond our target market. Historically, NHS community reinvestment activity generates **$101** for every $1 in lending, and creates **$231** in economic and social impact for every $1 invested through our financing programs (including job creation, commercial and community revitalization). In FY14, NHS created **$1.76 billion** of reinvestment

into Los Angeles County and facilitated loans of **$73 million** for local residents to create affordable housing opportunities, improve housing conditions, facilitate homeownership, and prevent foreclosure. With this mix of programs as our focus, NHS is dedicated to attracting capital, enlarging its lending partner relationships, and building affordable housing to better serve families of modest means as they pursue homeownership.

As a residential home developer and affordable housing provider, NHS has partnered with numerous public and private entities including Bank of America, JPMorgan Chase Bank, Wells Fargo, the City of Los Angeles Housing Department, the City of Los Angeles, the County of Los Angeles Community Redevelopment Agency, and the former City of Los Angeles Redevelopment Agency. In addition, NHS has partnered with or provided development and housing related services to the cities of Los Angeles, Huntington Park, Pasadena, Inglewood, Compton, Baldwin Park, San Gabriel, Bell, Lynwood, Downey, Norwalk and numerous other public, private and municipal entities. NHS utilizes local contractors on all projects as long as the contractor can meet mandated guidelines. NHS' first preference is to contract with local vendors to create jobs and provide training to trainees.

NHS also has extensive experience with utilizing, managing and implementing public subsidies on residential and community oriented projects. Proposed public subsidies include, but are not limited to: New Markets Tax Credits, U.S. Treasury, State of California Program funds, State of California Historic Preservation, U.S. Department of Housing & Urban Development, Community Housing Development Organization, HOME, CSBG and CDBG funding as appropriate.

From 2010-13, NHS managed a $60 million Neighborhood Stabilization Program award as a leader of the Homeownership & Neighborhood Stabilization Consortium. The award allowed us to target 37 census tracts most severely impacted by foreclosures and provide affordable financing through origination of first mortgages, lending of down payment subsidies for more than 400 homes, and the acquisition/rehabilitation of foreclosed or vacant properties.

Developer's Qualifications – Detail

1) *List of Key Staff* - Please also see **Attachment 1 (Resumes)**:
    - *Lori Gay, NHS President & CEO (Phone – 213-381-2862 x242; Email – lgay@lanhs.org)* - Lori Gay has worked in the community development field for over 30 years, and has focused her efforts on rebuilding impoverished communities and creating mechanisms for community empowerment and ownership. Ms. Gay has served on numerous boards and community coalitions which further social policy agendas and implementation of community development initiatives. She is a member of the board of the California Housing Finance Agency, Board of Directors of the National NeighborWorks® Association, and a member of the FDIC's Alliance for Economic Inclusion Steering Committee.

Some of her activities have included serving as Chair of the California Organized Investment Network (COIN), and as a former Board Member of the Federal Reserve Bank of San Francisco Los Angeles Branch, and of the Washington Mutual Advisory Council. Ms. Gay has worked for NHS since 1990, holds an M.B.A. degree from Pepperdine University and a B.S. degree in Development, Resource and Consumer Economics from the University of California at Davis.

- *J.P. Veen, NHS Vice President & Chief Operating Officer (Phone – 213-381-2862 x231; Email – jveen@lanhs.org)*- Mr. Veen has 20 years of experience in finance and operations management. He joined the NHS staff in March 2008 and in this capacity, is currently responsible for direct supervision of the Lending, Construction, Information Technology, and Operations Departments to ensure that production and reporting in all areas are analyzed, developed, and maintained effectively. JP attended Pasadena City College. He brings considerable experience and skills to his position, including a number of years in the lending field. Immediately prior to joining us, J.P. was employed as Team Manager of the Retail Call Center at Countrywide Home Loans. He has also worked in management positions at ALG Capital and Aames Financial Corporation.
- *Rhonda McMillan, NHS Vice President & Director of Corporate Affairs (Phone – 213-381-2862 x219; Email – rmcmillian@lanhs.org)*– Rhonda McMillan joined NHS in 2002. She has managed all aspects of corporate finance, investments, corporate facilities and donor relations. Prior to joining NHS, Rhonda worked for various companies such as Verdugo Hills Visiting Nurse Association, Hollins Energy Control, UCLA, School of Medicine and City of Chicago Department of Health. Ms. McMillan oversees corporate compliance, contracts management, investor relations and corporate facilities.
- *Jesse Ibarra, Assistant Vice President & Director of Business Development (Phone – 213-381-2862 x254; Email – jibarra@lanhs.org)*- Jesse Ibarra oversees community outreach and strategic partnerships for NHS. He holds a Broker's License and MLO endorsement and has over 13 years of experience in residential and commercial real estate. In 2010-2012, Jesse oversaw and managed acquisition, rehab, and disposition for Core Opportunity Fund LLC, a $60 million fund used to invest in residential Real Estate throughout Los Angeles County. While at the firm, he was a top agent and quality award winner with his office. Since joining NHS in 2012, he has been involved with acquisition and disposition with the Neighborhood Stabilization Program 2 (NSP 2), managed municipal contracts, down payment assistance programs, home rehabilitation loans/grants, and loan origination. Serving the community has always been a priority and has

led him to serve as Chairman of Grievance, Community Relations, and Local Government Relations Committees for local Real Estate Boards and Associations.

- *Tony Matthews, NHS Project Manager (Phone – 213-381-2862 x206; Email – tmatthews@lanhs.org)* – Tony Matthews joined the NHS in August 2013 to serve as Project Manager in our Acquisitions Department. Tony received a B.A. degree in Economics from South Dakota State University and is currently working on an MBA degree from the University of Phoenix. Prior to joining us, Tony owned his own business, Skyline 312 Inc., which was focused on the acquisition, rehab, and resale of properties in low-to-moderate income areas of Chicago.
- *Steve Medellin, NHS Senior Construction Specialist (Phone – 213-381-2862 x210; Email – smedellin@lanhs.org)*– Steve Medellin joined NHS in February 2006 as a Construction Specialist performing property inspections, work write-ups, and monitoring on job sites. He was subsequently promoted to Sr. Construction Specialist. Steve attended Los Angeles Mission College where he studied Liberal Arts. Steve has approximately 13 years of experience in the construction industry, including positions as a Rehabilitation Construction Specialist with the City of Los Angeles in the Main Projects Division and the Handyworker Program. He also worked construction and project management for Bears & Cubs Construction in Aqua Dulce, California.
- *Dane Andros, NHS Senior Construction Specialist (Phone – 213-381-2862 x207; Email – dandros@lanhs.org)* - Dane Andros joined NHS in June 2011 as a Construction Specialist performing property inspections, work write-ups, & monitoring on job sites. In 2014 Dane was promoted to Sr. Construction Specialist. Dane attended college at Taylor University and Purdue University in Indiana. He is also a licensed General Contractor. Dane has over 25 years of experience in the construction industry. Immediately prior to joining NHS, Dane was employed as Superintendent with Tim Schneider Construction in Ventura County for 10 years.

2) *Description of Qualifications, Capabilities, and Experience of Contractors/Subcontractors:*

In addition to utilizing NHS' construction and planning staff, NHS maintains an extensive database of licensed and insured contractors and subcontractors that all meet required state and local regulations. Primary contractors NHS uses include:

- *Aztec Construction & Painting Company Inc. (PO Box 922331, Sylmar, CA 91392; 818-833-8085)* – Minority (Latino – 100%) owned. Since 2002, Aztec Construction & Painting Company has been providing exceptional residential and

commercial painting and construction services to clients throughout Los Angeles. As a General Contractor Aztec offers custom home and apartment remodeling and bath/kitchen renovation in addition to electrical, plumbing, HVAC, home repair, landscaping, room additions, and carpentry. Aztec enjoys excellent professional grades and holds General Building Contractor, Painting, and Decorating licenses with the State of CA. The company is also rated in the top 20% of state contractors according to Buildzoom. CA General Contractors License # 736964.

- Active Builders & Remodeling (219 Freedom St., Carson, CA 90746; (310)925-0741) – Minority (African-American – 100%) owned. Since 189, Active Builders has been providing exceptional residential and commercial construction services to clients throughout northern and southern California. With a focus in central, south and east Los Angeles County, Active provides extensive reconstruction, fire and water restoration and tenant improvement specialization services. Active enjoys excellent professional grades and holds General Building Contractor, Environmental, Restoration and Fire licenses with the State of CA. The company is also rated in the top 20% of state contractors according to Buildzoom. CA General Contractors License #627147.
- *Verdugo Construction (9800 Cayuga Avenue, Pacoima, CA 91331; 818-896-0810)* – Minority (Latino – 100%) owned. Verdugo Company is an affiliated general contracting firm that provides construction services for each project developed by Chandler Partners. The company has been active in the Southern California construction industry since 1978 and has built in excess of 15,000 residential units. It is one of the most experienced contractors in Southern California, and over the decades has gained a substantial reputation for high-quality service, workmanship, and ethical business practices. The company is also managing 400 units under planning and construction with a value in excess of $150 million annually. General Contractors License #707327.
- *Mendoza Contracting (780 West Markland Drive, Monterey Park, CA 91754; 323-838-5429)* – Minority (Latino – 100%) owned. Serving Los Angeles County as Building Construction Consultants, Building Contractors, and General Contractors since 2000, Mendoza Contracting has an excellent record with its clients and an A+ rating with the Better Business Bureau. They are rated in the top 30% of state contractors and specialize in all areas of construction including carpentry, electrical, bathroom remodeling, additions, general rehab, and plumbing and have successfully completed hundreds of contract jobs over the last 10 years. CA General Contractors License #774344.

- *Coleman Construction (1973 West 48th Street, Los Angeles, CA 90062; 323-295-5484)* – Women (75%) owned. Coleman Construction is a SBA Certified HUBZone, Small Disadvantaged Business and Economically Disadvantaged Woman owned construction firm that specializes in general building and engineering construction projects. The company handles IDIQ contracts, government contract jobs, roofing, general construction, kitchen and bathroom renovation, general carpentry, electrical, mechanical, HVAC, plumbing, housing restorations, interior and exterior painting, and landscaping. In addition to residential projects, Coleman manages non-profit organization construction work, tenant improvements, industrial building, water and sewer, design-builds and commercial construction. They received the Small Business of the Year Award in 2010 and Minority Construction Firm of the Year in 2004. With over 21 years of construction experience and more than 2,000 projects completed, Coleman's management staff provides customer satisfaction and superior construction work. CA General Contractors License #697040.
- *New Generation Home Improvements (PO Box 18431, Encino, CA 91416; 323-574-9594)* – Minority (Latino – 100%) owned. New Generation Home Improvements services include overall Project Management, Pre-Design, Construction, and Close-Out. They specialize in custom home rehab, electrical, general remodeling, residential kitchen and bathroom renovation, green technology, structural additions, and have served hundreds of clients while achieving an A+ rating with the Better Business Bureau. CA General Contractors License #938552.
- *Coto Construction (2730 Denby Ave, Los Angeles, CA 90039-3416; 818-837-5050)* – Minority (Latino – 100%) owned. Coto Construction is a recognized regional house and room addition and installations contractor in Los Angeles serving clients since 2006. They are a certified construction services provider and contractor, fully licensed, bonded & insured to perform house and room addition work. Coto has extensive experience in specialized residential and commercial interior upgrading, room installation, heating, plumbing, and electrical. CA General Contractors License #888078.
- *VV & G Construction (4560 Yellowstone St, Los Angeles, CA 90032; 323-775-8428)* – Women and Minority (Latina – 100%) owned. Specializing in single-family home construction, electrical work and upgrades, appliances, and residential renovations, VV & G Construction features premiere craftsmanship on all projects. CA General Contractors License #970646.
- *Classic Apartment Restoration Co (PO Box 76714, Los Angeles CA 90077; 213-216-1387)* – Minority (Persian – 100%) owned. Classic Apartment Restoration

Company has been providing construction and renovation services to the greater Los Angeles County region, including Beverly Hills, Sherman Oaks and Studio City since 2007. The company specializes in electrical, interior rehab, and home renovation work and has worked on 100+ properties while maintaining a high degree of customer satisfaction. CA General Contractors License #872746.

- *Herbert Gomez Construction (18631 Kenya St, Porter Ranch, CA 91326; 818-448-5746)* – Minority (Latino – 100%) owned. Since 2003, Herbert Gomez Construction has been providing clients in Los Angeles County and the San Fernando Valley region with high quality residential upgrades, kitchen remodeling, interior renovation electrical, plumbing, and general carpentry services for apartments, commercial buildings, and single family homes. They are rated in the top 30% of state contractors and maintain a high level of customer satisfaction. CA General Contractors License #822383.

3) *Incorporation Information:*

- *List of Affiliated Organizations* - NHS of Los Angeles County has two corporate affiliates, NHS Neighborhood Lending Services (NHSNLS) and NHS Neighborhood Redevelopment Corporation (NHSNRC). NHS Neighborhood Lending Services and NHS Neighborhood Redevelopment Corporation have been working to serve low to moderate-income families throughout Los Angeles County for over thirty years with great success:
    - *NHS Neighborhood Lending Services (NHSNLS – EIN 95-4646850)* - Incorporated in 1996, NHSNLS is a certified Community Development Financial Institution committed to creating homeowners and stable communities for low to moderate income minority families in LA County by providing affordable homeownership, home repair, refinance loans, financial education, counseling programs, and mortgage brokering services.
- *NHS Neighborhood Redevelopment Corporation (NHSNRC – EIN 95-4646848)* – NHSNRC was created in 1996 to facilitate the real estate and redevelopment activities as they expanded through NHS' service delivery. The company serves as a developer, mission-driven real estate company and neighborhood revitalization and advocacy organization.
- *Annual Budget* – NHS and affiliates: $6,583,810
- *List of Major Funding Sources* – NHS and affiliates:

    - *Housing and Urban Development*
    - *U.S. Treasury*
    - *JPMorgan Chase Foundation*

- *Wells Fargo Foundation*
- *Bank of America Foundation*
- *California Bank & Trust*
- *Weingart Foundation*

4) *Related Projects and Jurisdictions* - Please see **Attachment 2 (Related Projects)**:
5) *Loan Default or Foreclosure Disclosure for Last 5 Years*: None.

Developer Experience

Describe 5 Examples of Previous Affordable Residential Projects - Please see **Attachment 2 (Related Projects)**

San Pedro Villas – NHS acquired this property through a bank foreclosure action and was able to negotiate it at 50% of market value. Given that it was across the street from the local public housing, significant outreach was done to assist public housing tenants to relocate and receive financial education so that they could be better tenants (and eventual homeowners).

North Hills Villas (8844 Burnet Avenue, North Hills, CA/San Fernando Valley) – NHS conducted significant community outreach in partnership with the city's Community Redevelopment Agency, the local Neighborhood Council, local schools and local realtors to reach area residents for the opportunity to become homeowners. NHS developed the homeowner's association and stayed involved as an active member for two years.

Ralph Bunche Villas (913-915 E. 50th Street, Los Angeles, CA) – NHS was able to turnaround a significant eyesore and nuisance property into a 6 unit low income rental property for local residents. NHS utilized its Youth in Action program to rehabilitate the facility and develop two new units onsite. Community outreach included creating a new block club, work with the neighborhood homeowner's association, two local churches and area schools.

NHS Business Center & Village (3111 S. Flower Street, 464 W. 31st St., 1025 30th St., 3100 S. Figueroa, Los Angeles, CA)– NHS utilized the Center to provide ongoing outreach, community financial education and affordable lending and redevelopment for more than 10,000 families each year.

Proposed Sources & Uses – NHS will utilize its NSP2 award funds (program income) and construction lines of credit that are available through local lending partners (see example of $1MM line through Luther Burbank Savings) to acquire and rehabilitate the property. NHS will utilize both its own subsidy sources (up to $75,000 per income qualified family), subsidies that may be available through the City of Compton and permanent financing from local lenders (e.g. Union Bank of California, California Bank & Trust and Luther Burbank Savings) to facilitate financing for eligible buyers.

Construction Schedule NHS plans to implement Phase 1 of their planning and design phase in three months if chosen as the winning bid to the RFP process held by the City of Compton. Our team would plan to meet with the assigned City staff team to help review the site according to existing codes and entitlements to facilitate design changes within 30 days following selection. Our plans include utilizing the existing plans with a revision to potentially include a bedroom on the second floor of the units to accommodate intergenerational living arrangements and the disabled for families wherein grandparents and other seniors (or disabled individuals) may be a part of the potential buyer family. The team foresees that with expedited permit processing and all of its funding in place, the project could be under construction in 3-6 months, with a rehabilitation/development process of six months. See **Attachment 5 (Proforma)**

- Planning & Design, Plan Check, & Review (3 months)
- Project Financing Approvals - Immediate
- Construction Begins on site (Phase 2) – 6 months
- Housing Resale – 9 months
- Homeowner Association Setup & Implementation – 9 months

Financial Capacity

NHS has utilized local financial institutions, public subsidies, private equity, local foundations and state funding to finance developments of similar types. NHS has access to local financial institution commercial loans, lines of credit, U.S. Treasury, New Markets Tax Credits, private equity and permanent debt financing as may be required. In the case of historic preservation, NHS has utilized state of California Historic Preservation grants to help cover costs of similar developments. Also see **Attachment 3 (Statement of Financial Qualifications)**.

NHS also has access to $49 million in net assets that it will use toward the development of transit oriented sites, and it will utilize these funds to further leverage the needed funds for site development. NHS maintains grant, investment and subsidy contracts with the State of California, U.S. Department of Housing and Urban Development, U.S. Treasury and local financial institutions and foundations which will be utilized to provide acquisition, development, and permanent financing for the project. NHS will utilize its banking, investment and grant development partners as resources for the remainder of funds needed that are not equity. Evidence of an equity line of credit from a lending institution is included.

Unanticipated budget increases will be handled through existing lines of credit and/or equity. Please see **Attachment 4 (Evidence of Credit Line).**

Included below please find names and addresses of at least two commercial or institutional credit references, and one reference from a municipality and/or public entity:

1) *Steve Herman*, Community Reinvestment Manager, California Bank & Trust, 1940 Century Park East – 1st Floor, Los Angeles, CA 90067
2) *Sal Mendoza*, Senior VP/CRA Manager, City National Bank, 555 S. Flower St. – 10th Floor, Los Angeles, CA 90071
3) City of Pasadena, Bill Huang, 626-744-8320

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Neighborhood Housing Services of Los Angeles County

Attachment 1 – Resumes

Lori R. Gay

Employment History

1990 – Present
Neighborhood Housing Services of Los Angeles County — Los Angeles, CA
President/Chief Executive Officer

- Top executive and principal executive for the organization, report to the Board of Directors and serve as a member of the Board
- Plan, develop, and establish policies and objectives of the organization in accordance with Board directives and corporation charter
- Assume responsibility for the financial viability of the entire organization and its numerous programs
- Ensure that the organization is efficiently staffed through effective human resources management that is in compliance with Federal and State employment legislation
- Confer with organization officials to plan business objectives, develop organizational policies, coordinate functions and operations among departments, and to establish responsibilities and procedures for attaining objectives
- Review activity reports and financial statements to determine progress and status in attaining objectives and revise objectives and plans in accordance with current conditions
- Direct and coordinate formulation of financial programs to provide funding for new or continuing operations to maximize return on investment and to increase productivity
- Plan and develop corporate, personnel, and public relations policies designed to improve company's efficiency and relations with clients, employees, and public
- Evaluate performance of senior managers for compliance with established policies and objectives of the organization and contributions in attaining objectives

1988 – 1990
NeighborWorks America
Field Services Officer

1987 – 1988
LA Neighborhood Housing Services
Neighborhood Director

1985 – 1987
Maxicare Health Plans,
Marketing Representative

1984 – 1985
Herbalife International
Travel Department Manager

Education

Neighborhood Housing Services of Los Angeles County

1991
Masters of Business Administration
Pepperdine University

1984
Bachelor of Science, Development, Resource & Consumer Electronics
Minor: Community Development
University of California - Davis

Board Service & Professional Affiliations

- National NeighborWorks® Association
- FDIC's Alliance for Economic Inclusion Steering Committee, 2004 – Present
- Former Board Service includes:
  - NHSA-Just Price Solutions Oversight Committee
  - Chair of the California Organized Investment Network (COIN)
  - California Housing Finance Agency (CalHFA)
  - Director, Federal Reserve Bank of San Francisco - Los Angeles Branch, 1997 - 2002
  - Washington Mutual Advisory Council

Awards & Certifications

- NeighborWorks® America Visionary Leaders Award, 2010
- State of California Project Homeowner Team Award, 2009
- The Canaan Group, 2007
- CitiBank, Community Star Award, 2005
- NeighborWorks® The Dorothy Richardson Award, 2003
- Charles McIver Outstanding Leadership Award, 1999
- Leslie N. Shaw, Sr. Memorial Award, 1992

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Neighborhood Housing Services of Los Angeles County

Jean-Paul Veen

Employment History
2010 - Present
Neighborhood Housing Services of Los Angeles County — Los Angeles, CA
Vice President/Chief Operations Officer (2012 – Present)

- Provide effective and inspiring leadership by being actively involved in all programs and services
- Implement and lead continuous quality improvement processes throughout the programs and service areas, focusing on systems/process improvement
- Oversee multiple business lines and programs within the organization including;
  - → Education Department – Foreclosure Preventions efforts, First-Time Homebuyer education, Financial Literacy and Debt Management programs
  - → Construction Department – Corporate Asset Management, construction process, spec and schedules
  - → Lending Department – in unison with the CEO manage the Neighborhood LIFT, HUD NSP, CalHome and other niche lending programs, process flow and production
  - → Real Estate – Property acquisition process
  - → MIS – Oversee all aspects of IT and IT vendor management
  - → Operations Team – Oversee all data and processing functions;
- Develop and execute operations that are consistent with the strategy of each line of business within the organization
- In unison with the senior management team, strategize and manage budgetary aspects for multiple business lines

Operations Manager (2008 – 2012)

- Provide NFMC Grant production management, production reporting, and grant compliance management
- Process Flow design and implementation
- Successfully implemented processes for data quality management
- Directly supervise IT and Operational personnel

2007
Countrywide Home Loans — Van Nuys, CA
Team Manager, Retail Call Center

- Motivate and Inspire Account Executives by actively engaging in all areas of the loans process;
- Prime, Alt-A and Non-Prime loan origination
- Manage a team of Account Executives in a call center environment; including predicative dialing systems and Stratasoft call Management systems
- Assisted in the training of employees
- Proficient in all related technologies, including DU, LP, Virtual Loan File and CLUES (CHL Proprietary)
- Pipeline management and forecasting

2003 - 2007
Countrywide Home Loans, FSL Division — Van Nuys, CA
Branch Manager, National Retail Call Center

Neighborhood Housing Services of Los Angeles County

- Motivate and Inspire Account Executives by actively engaging in all areas of the loans process
- Prime, Alt-A and Non-Prime loan origination
- Recruiting, staffing and related human resource matters
- Implemented and managed Business-to-Business, affinity and private label origination management
- Increased sales from branch inception to over $144 million annual funded volume
- Managed 22 Account Executives and Operations staff in a call center environment, including predictive dialing systems and Symposium Call Management
- Revenue and P&L management
- Managed a pipeline of up to 200 active loans per month
- Proficient in all related technologies, including DU, LP, Virtual Loan File and CLUES (CHL Proprietary)

2002 - 2003
Aames Financial Corporation Los Angeles, CA
Branch Manager, National Loan Center

- Managed Non-Prime, Alt-A and Prime origination
- Assisted with the introduction of Prime products into a Sub-Prime sales culture
- Managed sales operation of 10 Loan Officers
- Responsible for increasing sales $100 thousand to $2.5 million in 1 month
- Awarded as Top-Producing Branch Manager, 2002
- Implemented sales structure to increase sales in under-performing teams
- Trained Loan Officers to use and understand DU, LP and CLOUT 1.0

Education
1991 - 1994
Pasadena City College
Pasadena, CA

Neighborhood Housing Services of Los Angeles County

Rhonda J. McMillan

Employment History
Aug 2002 - Present
Neighborhood Housing Services of Los Angeles County — Los Angeles, CA
Vice President & Director of Corporate Affairs (2014 – Present)
Assistant Vice President (2010 – 2014)
Executive Assistant (2002 - 2010)

May 1999 – Aug 2002
Verdugo Hills Visiting Nurse Association dba VNA Care — Glendale, CA
Executive Assistant

- Answer and screen telephone inquiries to the office of the director
- Compose and transcribe confidential correspondence
- Schedule and maintain Director's calendar
- Coordinate travel for executive director and managers
- Transcribe for various agency committee meetings including staff meetings, management meeting, monthly board meeting, etc.
- Coordinate various agency's annual meeting, strategic planning retreat, monthly Board of Directors meeting, and other meetings/events
- Establish and maintain relationships with agency's Board of Director's, as well as tenants, vendors and contractors
- Represent CEO with other agencies, community organizations, etc.
- Collaborate with CFO in tracking building related finances
- Assist in coordinating agency fundraising events
- Maintain agency contracts with healthcare providers
- Process membership/association application, renewals, etc.
- Maintain agency licenses and certificates, credentialing and re-credential documents
- Set-up and maintain agency's corporate files
- Process account receivables for payment of services provided, insurance claims and agency donations
- Interact with IS department to determine computer needs and provide problems resolutions
- Coordinate agency's United Way campaign
- Provide property/building management; resolve issues related to leases, renewals, adjustments, increases, tenant improvements, and building services
- Negotiate and procure contracts for building services (i.e., janitorial and landscaping services
- Prepare data for tenant's annual CAM expenses
- Prepare yearly property tax exemption documents
- Negotiate and procure contracts for building services
- Provide contract administrative support for VNS's of California Coalition
- Other projects as assigned

Aug 1997 – Feb 1999
Hollins Energy Control — Van Nuys, CA
Company Representative
Sales, Marketing and Estimating

- Developed and implemented marketing and sales strategies for acquiring contracts for installation and servicing of heating, ventilating and air conditioning

- Solicited opportunities to bid on HVAC projects
- Analyzed market trends and compared to ensure that companies remained competitive
- Established and maintained working relationships with general contractors
- Attended pre-bid meetings and job walks
- Coordinated equipment orders through vendors to assure orders met project plan specifications and requirements
- Ordered and coordinated delivery of materials and equipment from suppliers
- Followed-up on project leads
- Visited job sites to ascertain status of projects
- Answered inquiries regarding anticipated project start date, equipment delivery, etc.
- Prepared materials and made presentations explaining services avaialable
- Attended trade shows and seminars related to the industry

Oct 1991 – Dec 1997
UCLA School of Medicine Los Angeles, CA
Division of Gynecology, Department of Obstetrics and Gynecology
Administrative Analyst

- Provided administrative support to the Chief of Gynecology
- Maintained calendars for the Chief
- Coordinated travel arrangements
- Interviewed, hired, trained, supervised, and prepared performance evaluations for division personnel
- Supervised clerical staff established priorities and ensured that deadlines were met, and provided counseling and disciplinary action when required
- Explained policies and procedures
- Coordinated the Gynecologic Oncology Fellowship Program
- Conducted divisional staff meetings
- Composed correspondence; transcribed meeting minutes; prepared and edited correspondence, grant proposals, reports, manuscripts, research papers, and textbooks
- Developed relationships with other UCLA divisions and departments, as well as professional organizations and institutions
- Authorized the release of confidential patient records (information when appropriate)
- Reviewed monthly financial reports and ensured that spending is appropriate and within the budget
- Prepared materials for division budget
- Organized and coordinated meetings and events
- Provided clerical support for publication and manuscripts, research papers and textbooks
- Coordinated the use of office equipment and ordered office supplies

Oct 1987 – Oct 1991
UCLA School of Medicine Los Angeles, CA
Gynecologic Oncology Service, Department of Obstetrics and Gynecology
Administrative Assistant III/Supervisor

- Provided administrative and clerical support to the Director and Assistant Director
- Managed and coordinated administrative activities for the division
- Supervised Gynecologic Oncology staff, interviewed, hired and trained office personnel

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- Composed and typed correspondence, patient reports, grant proposals and renewals, manuscripts, textbooks, and research papers
- Managed difficult and sensitive situations telephone calls and patient related problems and situations
- Liaison for division with other university clinics and departments
- Transcribed meeting minutes and prepared teaching materials
- Maintained calendar for the Director and Assistant Director
- Coordinated and scheduled meetings
- Supervised the compilation of patient office medical records
- Phoned in prescriptions and prescription refills
- Provided patient's with test results when authorized by physician
- Made travel arrangements; prepared travel vouchers and expense reimbursements

Nov 1985 – Oct 1987
UCLA School of Medicine — Los Angeles, CA
Hematology/Oncology, Bowyer Multidisciplinary Oncology Clinic
Secretary III

- Provided secretarial and administrative support to the Director and Assistant Director
- Transcribed correspondence and prepared manuscripts, grant proposals and lecture notes
- Processed gifts and donations and make proper acknowledgements
- Processed forms for expense reimbursements and travel vouchers
- Arranged speaking engagements for Director and Assistant Director
- Made travel arrangements for Director and Assistant Director
- Set-up and maintained filing systems
- Screened telephone calls to the clinic's administrative office
- Prepared presentation materials

Feb 1973 – Aug 1984
City of Chicago, Department of Health — Chicago, IL
Communicable Disease Investigator

- Provided secretarial and administrative support to the city's Medical Director of the Division of Communicable Disease
- Supervised clerical staff assigned to the Infectious Disease Division
- Trained employees, explained and interpreted policies and procedures
- Assigned cases to field investigators and completed files to the Medical Director
- Conducted investigations of assigned communicable diseases contacting patients and physicians to obtain information
- Reported disease investigation information to county and state health departments
- Maintained statistical records and data on infectious disease cases
- Conducted patient education in-house and off-site
- Supported the Budget Office in gathering data and preparation of the annual budget for the entire division including outlying clinics
- Worked with the office of AIDS Activities
- Composed and prepared correspondence and reports
- Handled difficult and confidential telephone inquiries and calls to the Office of the Medical Director

Education
1983, Chicago State University (Chicago, Illinois)

Neighborhood Housing Services of Los Angeles County

1979, Roosevelt University (Chicago, Illinois)
1973, Loop Junior College (Chicago, Illinois)
1969, Olive Harvey Junior College (Chicago, Illinois)
1969, Loyola University (Chicago, Illinois)

Certifications and Seminars

2001 – Institute of Real Estate Management
- Managing Small Commercial Properties

2001 – University of California, Los Angeles (Extension
- Property Management

Neighborhood Housing Services of Los Angeles County

Jesse Ibarra

Employment History

2012 - Present

Neighborhood Housing Services of Los Angeles County — Los Angeles, CA

Homeownership Center Manager/Real Estate Broker

- Facilitated company growth through various external efforts.
- Formed partnerships with municipalities throughout the San Gabriel Valley and East Los Angeles County area. Cities include Baldwin Park, El Monte, San Gabriel, Pasadena, Pico Rivera, Downey, Norwalk, Paramount, Monterey Park, Huntington Park, and others to be determined
- Helped NHS become a certified Community Housing Development Organization (CHDO) with city of Baldwin Park by initiating, negotiating, and completing an MOU agreement.
- Screened, prepared, and assisted residents with affordable rehabilitation loans, down payment assistance loans, financial education classes, and advocacy.
- Coordinated Construction Specialist to complete home rehabilitation.
- Organized and presented educational information about our programs and services to hundreds of Realtors in the community.
- Hosted community outreach events.

2009 – 2012

M.R. & Associates — Downey, CA

Broker/Manager

- Hiring and training new and experienced Real Estate agents.
- Managed agent files, set and monitored marketing and prospecting goals for company and agents.
- Supervised new agents.
- Handled day to day administrative duties.
- Administrator for First Tuesday, instructor for Real Estate Sales Person Course.

2009 - 2012

Core Management Group LLC — Los Angeles, CA

Team Captain – Southeast Los Angeles County

- Managed team of Realtors in various areas of Southeast Los Angeles.
- Managed acquisition and resale of over 30 properties.
- Property acquisition value analysis and determined retail sales price for potential acquisitions.
- Supervise and coordinate contractors to complete rehabilitation and maintain properties after completion.
- Listed and sold acquired properties and assigned agents to list and sell acquired properties.
- Supervised and managed settlement for all properties.
- Other activities include but not limited to: BPO's, cash for keys, re-keys, trash out, initial clean up, activate utilities, obtain bids for repair, and more.

2001 – 2010

Century 21/My Real Estate Co. — Downey, CA

Broker Associate

Neighborhood Housing Services of Los Angeles County

- Listed and sold properties
- Marketing and customer service
- Promoted and executed business relations

Education
2001 – 2004
Associate of Arts
Long Beach City College

2001
General Education
Warren High School

Certifications and Seminars
Allied Business Schools
- 20 Hour SAFE Mortgage Loan Originator Comprehensive 7/6/2012
- Real Estate Broker License #01362817
- 2012 Chairman of the Grievance Committee at Downey Association of Realtors

Relevant skills
- Fluent in Spanish
- Knowledgeable in REO, Short Sales, and Distressed Property
- Excellent Public Speaking skills
- Expert in multiple aspects of Real Estate

Special achievements
- Presidents Award 2012 – Neighborhood Housing Services of Los Angeles County
- Top Sales for 2011 -- M.R. & Associates
- Quality Service award 2009-11 -- M.R. & Associates
- Quality Service and Top Sales 2009 -- Century 21 My Real Estate

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Neighborhood Housing Services of Los Angeles County

Tony Matthews

Employment History
Aug 2013 - Present
Neighborhood Housing Services of Los Angeles Los Angeles, CA
Project Manager

- Assume responsibility for management of all projects that relate to acquisition or real estate development, with particular emphasis on the purchase / rehab / resale of properties.
- Interact with program partners to meet production goals and enhance target communities.
- Serve as a liaison with asset managers and loan servicers to obtain REO and other properties for sale.

2010 - 2013
Skyline 312, Inc Chicago, IL
President

- Owned and operated a residential real estate investment company.
- Analyzed residential market in the Chicagoland area.
- Purchased, renovated, rented and sold over fifty residential properties over the last three years.
- Secured the financing to acquire properties.
- Obtain city permits for property rehabilitation.
- Supervised subcontractors.
- Aggressively market properties for sale and rentals.

2007 - 2010
Skyloft Development Chicago, IL
Director of Operations

- Implemented a strategic marketing plan that increased revenue by 42% in my 1st year.
- Managed tenant placement and property management divisions of the company.

1998 - 2007
Express Mortgage, Inc. Chicago, IL
President

- Owned and operated a residential mortgage company.
- Oversaw sixty employees in three locations.
- Processed, packaged and brokered approximately 450 residential loans per year to end-lenders such as Chase and Bank of America.

1995 - 1998
American Family Insurance Chicago, IL
Agency Owner

- Owned and operated the agency.
- Sold auto, homeowners, life and health insurance to public consumers. Also serviced policies and processed claims for policyholders.
- Managed an agency team of 6 employees.

1993 - 1995

Neighborhood Housing Services of Los Angeles County

State Farm Insurance, Phil Block Agency Chicago, IL
Office Manager

- Sold all lines of Insurance.
- Managed customer service issues.
- Supervised office of 4 employees.
- Helped to accomplish our goal of 15% annual growth each year I was office manager.

1992 – 1993
Metlife Insuramce Company Chicago, IL
Agent

- Sold life insurance and serviced policies

Education
1992
Bachelor of Arts, Economics
South Dakota State University

Relevant skills

- Residential Real Estate Sales and Leasing
- Deal-making and Contract Negotiations
- Mortgage Consulting
- Construction/Renovation
- Financial Planning and Market Analysis
- Property Management
- Tenant Placement/Tenant Relations
- Vendor and Subcontractor Relations
- Maintenance Scheduling and Coordination
- Foreclosures
- Energetic
- Personable
- Self starter
- Keen Attention to Details
- Excellent Follow-Through
- Strong Communication Skills
- Sales Driven

#9.

Neighborhood Housing Services of Los Angeles County

William Steven Medellin

Employment history

2006 – Present

Neighborhood Housing Services of Los Angeles County (NHS of LA) Los Angeles, CA
Sr. Construction Specialist

- Analyze property profiles, city range files and property activity reports prior to initial inspection
- Inspection of Affordable Housing and New Construction improvement for Single Family Homes
- Review project designs for lead abatement; prepare specification and cost estimates; evaluate and process project disbursement; monitor construction project
- Coordinate construction process from the development stage through final construction, making sure that the project is completed on time and within budget
- Oversee the selection of general contractors to complete all specifications (i.e., structural, plumbing, electrical, paint, and flooring installation
- Manage Department staff activities, production and work flow
- Interface with managers, developers, contractors and home owners
- Provided education presentations and workshops for first time buyers and existing homeowners

2005 - 2006

City of Los Angeles Housing Department – Major Projects Division Los Angeles, CA
Rehabilitation Construction Specialist

- Inspection of Affordable Housing Rehabilitation and New Construction Multi-Unit Projects
- Refer projects that may have lead to the approved program contractors for Lead Abatement
- Inspect, verify and submit invoices for payment on on-going construction
- Interface with managers, developers, contractors, accounting and customers to ensure that projects are developing smoothly
- Interface with public telephonically and in person to ensure they have the most current program information and give referrals where necessary

1994 - 2005

Bear and Cubs Construction Agua Dulce, CA

- Assisted in rehabilitation and new construction for commercial, single and multi-unit homes including reading, preparing and checking plan specification and cost estimates
- Forming and pouring concrete foundations, slabs, and framing, laid roofing, install plumbing, electrical and all aspects of construction
- Supervised projects; drew up all plans, submit plans through Building and Safety and obtained required permits
- Performed cost estimates using a variety of resources (i.e., National Estimator, Means Estimator, and called material suppliers for detail cost estimating

2001 - 2005

Watts/Anderson Barrows Palmdale, CA

- Perform machine set-up, handle changeovers and troubleshooting from various widths and lengths

- Maintaining flow of material, inspecting product for quality, as well as coing and packing to a completed product
- Developed and maintained a database tracking the inventory of all raw to manufactured materials; to better research, report and maintain inventory control of any matters related to quality control of materials for accurate monthly to mid-year reporting
- Balance inventory efficiency for forecasting and capacity planning
- Indentified inventory control through Bills of Materials for finished goods and slow moving and obsolete inventory
- Cycle counting throughout the plant, and other related duties

2000 - 2003
City of Los Angeles Housing Department – Handy Worker Program Los Angeles, CA
Rehabilitation Construction Specialist

- Inspected and wiped rehabilitation properties for Lead in the Handy Worker Program
- Analyzing and process results for clearance for Lead Abatement prior to starting the rehabilitation of project
- Read, edit and create floor plans
- Explained the program to potential customers and interviewed them to ensure qualification for the benefits and referred them to a licensed lead contractor and regular contractor list for swift completion of projects

Education
Liberal Arts
Los Angeles Mission College, Sylmar, CA

Certifications and Seminars

- California DHS Accredited Supplemental Training Course
- Lead Related Construction Supervisor/Project Monitor
- APIC Educational
- Certified Inventory Control
- Cost Estimation for Rehab Specialist
- Rehab Management
- Design & Specification for Rehab Specialist
- Skillpath Seminar Excelling
- First Time Manager or Supervisor

Relevant skills

- Chief Architect, 3D Home Architect
- Home Developer Pro
- Adobe Phtoshop
- ABC Specs and Forms
- Win2Data for Property Profiles and Property/Neighborhood Comparisons
- Navigate LA for Property Profiles and Property/Neighborhood Comparisons
- National Estimator – Material Cost Estimating
- Means Estimator – Material Cost Estimating
- 311 – Los Angeles Citywide Services Directory
- Microsoft Office: Word, Excel, Access, PowerPoint and Outlook
- Corel WordPerfect and Quatro Pro

Neighborhood Housing Services of Los Angeles County

Dane Andros

Employment History

2011 – Present

Neighborhood Housing Services of Los Angeles County — Los Angeles, CA

Construction Specialist

- Provides counseling service to homeowners in the rehabilitation of their property
- Thoroughly inspects properties for Code Violations and other problems that may adversely affect the occupants
- Coordinates work with appropriate Contractors and Code Enforcement to assure work on structure meets applicable codes and program standards
- Recruits, screens, develops and orients a pool of reputable contractors on an ongoing basis
- Prepares construction specifications and estimates for homeowner's approval
- Facilitates contractor selection process
- Prepares all paper work, including Change Orders for parties to the contract; prepares documentation for payouts. Ascertains all signatures are on required documents
- Assures inspection and homeowner's satisfaction
- Assures work as stipulated in the specifications has been performed in an acceptable manner prior to recommending any progress or final payment
- Monitors construction work progress and provides timely reports to NHS customers, management and other investors as required
- Provides weekly and monthly reports to management
- May perform other duties as assigned

2002 - 2011

Tim Schneider Construction — Westlake Village, CA

Superintendent

- Report directly to the owner of the company
- Manage building of custom homes for clients that are generally designing and building their dream homes
- Day-to-day management of subcontractors, vendors, and labor
- Primary work involves building custom residential homes
- Superintendent in charge of an extensive remodel at a large Mercedes-Benz dealership. The project was highly technical and fast paced. It was a very exciting and rewarding experience
- Considerable night, off hours work was required to minimize impact to business

1987 - 2002

Residential Construction Company — Los Angeles, CA

Superintendent

- Supervise remodeling projects in the Westside area of Los Angeles. These projects were in exclusive areas where the expectations of quality were very high
- Independently handled all day-to-day onsite operations and performed physical tasks where this was the most sensible and appropriate route
- Management of extensive residential remodeling projects

Neighborhood Housing Services of Los Angeles County

- Handled all scheduling and overseeing the work of all subcontractors
- Hands on participation in various trades was also required on all projects

Education

California Contractor's License
B-Classification, #726701.

Neighborhood Emergency Response Team (CERT)
Completed training to become a Certified member

Completed two years of college education
Taylor University Indiana

Indiana/Purdue University
Fort Wayne, Indiana.

High School Diploma
North Side High School, Ft. Wayne, Indiana.

Relevant Skills

- Proficient in MS Word and Outlook
- Hold a current California Contractors B license
- Understand need to keep an eye on the bottom line and to minimize liability exposure, knowledge reinforced by experience with projects I have completed under my own license
- Working knowledge of trades I manage through experience starting as a skilled laborer
- Thrive in a fast-paced environment, coordinating multiple trades and/or projects simultaneously
- Ability to understand, anticipate and troubleshoot potential problems always looking to maintain proposed schedule
- Work well and communicate effectively with clients, and our team of subcontractors, architects, engineers, designers, and labor force
- Experience dealing with Ventura County, City of Thousand Oaks, Los Angeles City and County, City of Calabasas Departments of Building and Safety

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Attachment 2 – Related Projects Chart

I. NHS Business Center & Village

Location:	3111 S. Flower St., 464 W. 31st St., 1025 30th St., 3100 S. Figueroa St., Los Angeles
Description	Corporate headquarters; family housing; parking; existing one story building that was converted to office space; NHS purchased subsequent 13 parcels surrounding property.
Total Cost	$21.8 million, 4.8 acres
Land Uses	Commercial; office; affordable housing; parking; industrial, warehousing
Time/date Completed	2 years, 2001
Financing Method	Equity, Commercial and residential bank loans
Dev. Team Roles	NHS owned & managed 100% of development
Municipal Contact	Solomon Banks, LAHD (retired)
Tenants/ Lease/Sale	Owner/user; managed rental housing
Public/Private Exp	Numerous public sector partners given the headquarters location
Mixed/HOA/Retail	Mixed-use; rental
Project holding time	13 years

II. San Pedro Villas

Location	282 W. 1st Street, San Pedro, CA
Description	30 units of large family housing for low to moderate income families
Total Cost	$6.7 million 1.2 acres
Land Uses	Commercial rezone to R4 zone
Time/date Completed	9 months, 1993
Financing Method	Commercial loan for acquisition and rehab
Dev. Team Roles	NHS managed 100% of development project
Municipal Contact	No public entity involvement other than plan check and filing of D/Bacon paperwork (LAHD)
Tenants/ Lease/Sale	N/A
Public/Private Exp	Various LAHD staff supported project; Building & Safety
Mixed/HOA/Retail	Managed Davis/Bacon process for construction; Created HOA for tenants
Project holding time	4 years

Attachment 2 – Related Projects Chart

III. Compton Homeownership Initiative

Location:	Scattered site throughout City of Compton
Description	Purchase, rehabilitation and sale or rental of more than 75 single-family homes in the Compton community; sales were to low to moderate income families or individuals at 120% AMI or below. More than 70% were to families at 80% AMI or below.
Total Cost	$22,500,000+ on acquisitions; reinvested more than $45M through rehab, equity, down payment assistance and resale
Land Uses	Residential; affordable homeownership; lease to purchase
Time/date Completed	3 years, 2011-2014
Financing Method	NSP2 and local financial institutions to facilitate acquisition/rehab; permanent takeout on 1st mortgages through banks, with subordinate financing through NHS (subsidy)
Dev. Team Roles	NHS served as developer, financing entity and long term lender where appropriate; coordinated all aspects of financing, homebuyer outreach, education and representation; full-service real estate for all buyers
Municipal Contact	Local HUD Contact, Chin Woo City of Compton contacts: Building & Safety, City Manager, Successor Agency, local Council representatives, Mayor Brown
Tenants/ Lease/Sales	For sale projects; one property available for rental
Public/Private Exp	Worked closely with the Successor Agency, Building & Safety and local financial institutions
Mixed/HOA/Retail	N/A
Project holding time	6-9 months per site

IV. North Hills Villas

Location:	8844 Burnet Avenue, North Hills, CA (San Fernando Valley)
Description	North Hills Townhomes North Hills is a 30 unit, zero lot line, single family affordable homeownership subdivision. Development consisted of 3 and 4 bedroom units priced to sell for $325,000 to $495,000.
Total Cost	$13,850,000, 2.3 acres
Land Uses	North Hills was the second zero lot line development in the City of Los Angeles
Time/date Completed	2006-2007
Financing Method	Commercial bank loans, equity, intermediary financing
Dev. Team Roles	NHS owned & developed, resold; created and initially managed HOA. association through 2009
Municipal Contact	Doug Swoger, LAHD; Margarita de Escontrias, CRA Manager, Southeast (retired)

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Attachment 2 – Related Projects Chart

Tenants/ Lease/Sale	NHS represented, listed and sold all 30 properties
Public/Private Exp	Worked closely with CRA and Building & Safety; raised enough funding to cover all costs and sell property
Mixed/HOA/Retail	Affordable for sale house; created and managed HOA; Managed Davis/Bacon, Section 3 processes
Project holding time	3 ½ years

V. Ralph Bunche Villas

Location:	913-915 E. 50th Street, Los Angeles, CA
Description	Historic property located in South Los Angeles; 6 unit building with 1-2 bedroom family rental units.
Total Cost	$1,450,000; 32,000sf
Land Uses	Adaptive reuse of single-family home and parcel to 6 units; new construct of 2 units
Time/date Completed	1 year, 1991
Financing Method	LA Housing Department acquisition/rehab loan, private equity, grants
Dev. Team Roles	NHS owned, developed and managed the units until 2007; Historic rehab was done by youth program
Municipal Contact	Doug Smith, LAHD (retired)
Tenants/ Lease/Sale	N/A
Public/Private Exp	Utilized private equity dollars to offset costs
Mixed/HOA/Retail	Affordable rental housing
Project holding time	17 years

NHS' newest venture is the **Center for Sustainable Communities**, located at 1051 W. Rosecrans in Compton, California. The property is the site of a former supermarket which has been abandoned for the past 20 years. The site contains a 28,343 square foot building on approximately 72,000 square feet of land. NHS purchased the property in early 2014 and it is anticipated that the Center will open by spring 2015. The Center will leverage community resources to help residents and families in Compton deal with impacts of long term economic divestiture by the Center serving as a central hub to provide information and access to resources that make communities stronger, sustainable, and more viable. The central hub will utilize NHS as a Lead agency, along with other non-profit and for profit service providers to assist families and individuals with critical community services. Planned services include a business incubator, a Financial Opportunity Center, fitness rooms, a Computer Training and Technology Center, free community meeting space, senior and after school programming, a free library, youth job training, a Community Green Education & Conservation Center, a Healthy Living Café, and organic urban gardens. The Center will also house a drop in office for the City of Compton emergency services providers and law enforcement. The property was funded by HUD, New Markets Tax Credits, private equity and local foundations. The project will involve hiring of WBE/MBE, local contractors and vendors. Municipal Contact: Johnny Ford, City Manager and Mayor Aja Brown, City of Compton (310) 605-5500.

Neighborhood Housing Services
of Los Angeles County

Attachment 3 - Statement of Financial Qualifications

#9.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

FEB 1 1 2010

Ms. Ester B. Cadavid
Senior Vice President and Chief Development Officer
Los Angeles Neighborhood Housing Services, Inc.
3926 Wilshire Blvd., Suite 200
Los Angeles, CA 90010

Dear Ms. Cadavid:

Congratulations again on your competitive grant award of Neighborhood Stabilization Program 2 ("NSP2") funds under the American Recovery and Reinvestment Act of 2009 (Recovery Act). The Department looks forward to working with you as your consortium implements your NSP2 program.

Enclosed for your execution are three copies of the Grant Agreement for NSP2 grant funds awarded to Los Angeles Neighborhood Housing Services, Inc. in the amount of **$60,000,000.** Read your entire Grant Agreement carefully and become thoroughly familiar with it; it contains general conditions that govern your award. Further, for some grantees, HUD has incorporated Special Conditions into the Grant Agreement to address identified risk conditions.

Under the terms of the Recovery Act, NSP2 grantees have 24 months to expend half the grant and 36 months to expend the entire grant awarded to them. The date of HUD's signature on the grant agreement is the trigger date for these periods. Note that HUD already has signed and dated this agreement. Please sign the agreements and retain one for your records. *Grant Agreements must be signed by an authorized official of the grantee.* Return two copies to HUD as quickly as possible to ensure that you have the maximum time available to use the NSP2 funds. Return your signed Grant Agreements to the following address:

Mr. William Vasquez, Director
Community Planning and Development
U.S. Department of Housing andUrban Development
611 W. 6th Street, Suite 800
Los Angeles, CA 90017
Telephone: 213-534-2555

Upon receipt of the signed Grant Agreements, HUD will immediately forward a signed Grant Agreement to the Department's accounting operations center in order to make the funds available on the grantee's line of credit.

Please recall that NSP2 funds will be available through HUD's Disaster Recovery Grant Reporting (DRGR) system. Directions for obtaining a user account are available at http://www.hud.gov/drgr. If you have questions regarding DRGR, please contact the DRGR help desk at DRGR_Help@hud.gov. HUD will notify grantees when NSP2 funds are available for drawdown through DRGR.

Grantees are reminded that Appendix 1, Section O. Reporting (page 71), in the May 2009 Notice of Funding Availability (NOFA) establishing NSP2 requires quarterly performance reporting by grantees. Such reports are due not later than **10** days following the end of each calendar quarter with the first such report due not later than April 30, 2010. It is imperative that grantees regularly update DRGR with program performance information. HUD will closely monitor quarterly report submissions and will aggressively pursue grantees that fail to report in a timely manner. Grantees are also reminded that each quarterly performance report must be posted on their web sites so that the public may have ready access to the information. Grantees must also report summary information at www.federalreporting.gov in the same timeframe and summary environmental review information in HUD's RAMPS system. Additional information about reporting requirements will be transmitted under separate cover.

NSP2 grantees may use up to 10 percent of their NSP2 funds for administrative costs incurred in management and implementation of the program. While HUD is cognizant of the fiscal pressures facing many state and local governments, please note that these funds may only be used for administration of your NSP2 effort and may not be used to finance the broader governmental functions of the grantee. The Department will be monitoring NSP2 drawdowns to identify instances where grantees draw administrative funds that are excessive in relation to the level of program progress.

Grantees are reminded that:

- You must complete and submit to the HUD contact above a Standard Form (SF) 1199a, Direct Deposit form to designate a financial institution account to receive drawdowns under this grant. This form is available at http://www.forms.gov .

- NSP technical assistance is available at the NSP Resource Exchange website at http://www.hud.gov/nspta . This assistance includes an ever-growing library of NSP reference material, document templates, and program tools and tips. You may also ask NSP questions and ask for technical assistance.

- NSP-funded activities are subject to applicable provisions of the HUD Environmental Review Procedures (24 CFR Part 50 or 58, as applicable). In this regard, for activities within the jurisdiction of a consortium member that is a unit of general local government, a request for release of funds must be approved by HUD prior to the obligation or utilization of funds for NSP activities. In such cases, the environmental review process for NSP2 is the same as for the Community Development Block Grant (CDBG) program. For any activity outside such jurisdiction, please consult HUD for proper part 50 review procedures. Please refer to Appendix 1, Section T. Nonprofits and environmental reviews (pages 75 and 76) of the May 2009 NOFA for a summary of compliance with HUD' environmental review requirements and your responsibilities before obligation and expenditure of federal and non-federal funds for NSP2 eligible activities.

- As a recipient of HUD funds, federal law requires that you ensure your plan benefits all members of your community, without regard to race, color, national origin, sex, religion,

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familial status, or disability. You should take affirmative steps to ensure that no person is denied the benefit of housing or housing-related services for any of the foregoing reasons.

- Members of your consortium are not subrecipients; they are part of the NSP2 grantee. Prior to providing NSP2 funds to any member of the consortium, you must enter into a *consortium funding agreement* with each non-profit member describing a consortium member's specific NSP2 activities, including timetable for completion, the distribution of NSP2 funding and the responsibilities of a consortium member in accordance with Appendix 1, Section U.2. (page 77) of the 2009 NOFA. See a sample Consortium Funding Agreement on HUD's NSP2 website under "Quick Links" in middle of the menu on the right side of the screen to access this sample guide that may be helpful in drafting your consortium funding agreements and that comply with state and local laws. Please submit all of your executed Consortium Funding Agreements to the appropriate HUD Field Office within **60 days** of receiving this letter.

- Prior to providing NSP2 funds to a for-profit partner (s), you must carry out a cost analysis and enter into a separate written agreement with each such partner. The agreement must include the applicable requirements described in Appendix 1, Section U. Consortia and for-profit partners (pages 76 – 78), in the May 2009 NOFA.

- Providing false, fictitious or misleading information with respect to the administration of NSP funds may result in criminal, civil or administrative prosecution under 18 U.S.C. 1001, 18 U.S.C. 1343, 31 U.S.C. 3729, 31 U.S.C. 3801, or another applicable statute.

Should you have any further questions, please contact Stan Gimont, Director, Office of Block Grant Assistance, at 202-402-4559, or by email: Stanley.Gimont@hud.gov or Hugh Allen, Acting NSP Operations Manager, at 202-402-4654 or email: Hugh.Allen@hud.gov.

The Department is pleased to have this opportunity to assist your consortium with implementation of its Neighborhood Stabilization Program.

Sincerely,

Yolanda Chávez
Deputy Assistant Secretary
for Grant Programs

Enclosures

NSP2 Purchase Rehabilitation Worksheet

Attachment 5 - Proforma				
PURCHASE/ REHAB. Project cost				
Actual Project Cost Analysis				Buyer: Neighborhood Housing Services
Prepared January 2015				Seller: City of Compton
	950 W. Alondra, Compton CA			
				ACQUISITION/REHAB/SALE
Cost Category / Item	**Amount**			**Comments**
ACQUISITION				
Purchase Price	**$ 2,400,000**	enter info		
Hazard Insurance	$ 2,500	enter info		
Prorated Taxes	$ 25,000	enter info		
Title Fees	$ 1,250	enter info		
Loan Fees	$ -	enter info		
Escrow Charges & Fees	$ 1,550	enter info		
Lead Inspection	$ -	enter info		
Misc. Carrier Services recording	$ 250			
Adjustments	$ 500			
Appraisal Fees	$ 650			
HUD-1 Actual Acquisition cost:	**$ 2,431,700**			
REHAB & COMPLETION OF NEW CONSTRUCTION				
Proposed	$ 4,070,000	enter info		
Remediation & Restoration	$ 250,000	enter info		
Estimated Rehab. Cost	**$ 4,320,000**			
Contingency	$ 380,000			
Termite	$ -			
Total Rehab cost:	$ 4,700,000			
Developer Fee:	$ 675,000			
SUBTOTAL Actual Rehab Cost :	**$ 7,806,700**			
CARRYING COSTS				
Utilities	$ 24,000	enter info		Estimated utilities cost
Hazard Insurance	$ 25,000			Incl. home warranty for 10 years
Homeowners Dues	$ -	enter info		
Site Management fee	$ -	enter info		
Total Actual Carrying Cost:	**$ 49,000**			
MARKETING & SALE				
Legal/Accounting	$ 15,000			
Marketing/Advertising	$ 25,000	enter info		Estimated Marketing Cost
County transfer tax	$ -	enter info		$1.10 per thousand Estimated
Escrow fees	$ -	enter info		$2 per thousand and a base of $300 Estimated
City transfer tax	$ -	enter info		$4.50 per thousand Estimated
Commissions	$ -	enter info		Est 5% of sales price Estimated
Buyer Concessions	$ 3,500	enter info		
Title	$ -	enter info		Est. .44% of sale price Estimated
Home Protection Plan	$ 12,600	enter info		Homebuyer warranty Estimated
Miscellaneous	$ 15,000	enter info		grant deed record, city 9A report, wire fees, messenger fees,sub escrow Estimated
Estimated Marketing/Sale Cost:	**$ 71,100**			
Projected "After Rehab" Value/Sale Price:	**$ 7,926,800**			
				93.8

CITY OF COMPTON HOUSING SUCCESSOR

EXCLUSIVE NEGOTIATION AGREEMENT

(950 West Alondra Boulevard Affordable Residential Project)

THIS EXCLUSIVE NEGOTIATION AGREEMENT ('Agreement') is dated as of _____, 2015 for reference purposes only, and is entered into by and between the Housing Successor of the City of Compton , a public body corporate and politic , and_____, to provide a specified period of time to attempt to negotiate a disposition and development agreement. The Housing Successor and the Developer are sometimes referred to in this Agreement individually, as a 'Party' and, collectively, as the 'Parties.' This Agreement is entered into by the Parties with reference to the following recited facts (each, a 'Recital'):

RECITALS

A. The Housing Successor of the City of Compton is the current owner of certain real property located at 950 West Alondra Boulevard and more specifically described in the legal description attached to this Agreement as Exhibit 'A' ('Property') and incorporated into this Agreement by this reference; and

B. The Developer has proposed the redevelopment of the Property as an affordable for-sale single-family housing development; and

C. The intent of both the Housing Successor and the Developer in entering into this Agreement is to establish a specific, limited period of time to negotiate regarding a future agreement between them governing the potential sale of the Property from the Housing Successor to the Developer and development of the Project on the Property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented a future purchase and sale agreement ('PSA').

NOW, THEREFORE, IN VIEW OF THE GOALS AND OBJECTIVES OF THE HOUSING SUCCESSOR RELATING TO THE IMPLEMENTATION OF THE POJECT AND THE PROMISES OF THE HOUSING SUCCESSOR AND THE DEVELOPER SET FORTH IN THIS AGREEMENT, THE HOUSING SUCCESSOR AND THE DEVELOPER AGREE, AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

2. **Deposits.** Concurrent with the Developer's execution of this Agreement, the Developer shall pay to the Housing Successor a deposit in the amount of Twenty Five Thousand Dollars ($25,000) in immediately available funds ('Initial Deposit') to ensure that the Developer will proceed diligently and in good faith to fulfill its obligations under this Agreement during the Negotiation Period (as defined in Section 3(a)), as part of the consideration for the Housing Successor's agreement not to negotiate with other persons during the Negotiation Period, and to defray certain costs of the Housing in pursuing the contemplated negotiations with the Developer during the Negotiation Period, pursuant to this Agreement. The Initial Deposit shall be credited and applied by the Housing to the Sales Price of the Property or, in lieu thereof, refunded or released to the Developer upon receipt by the Housing Successor of written direction from the Developer at any time following execution of a PSA by the Parties and prior to the termination of this Agreement. Notwithstanding the foregoing, in the event that the Parties do not execute

a PSA prior to the termination of this Agreement, except for the Commission's breach of this Agreement or the Developers failure to perform per the Exclusive Negotiating Agreement Timeline contained in Exhibit___, the Developer shall be entitled to a return of the Deposit and any accrued interest thereon.

3. **Term of Agreement.**

(a) The rights and duties of the Housing and the Developer established by this Agreement shall commence on the first date on which all of the following have occurred (the 'Effective Date'): (1) execution of this Agreement by the authorized representative(s) of the Developer and delivery of such executed Agreement to the Housing, (2) payment of the Initial Deposit to the Housing by the Developer, in accordance with Section 2, and (3) approval of this Agreement by the Housing governing body and execution of this Agreement by the authorized representative(s) of the Housing Successor and delivery of such executed Agreement to the Developer. The Housing Successor shall deliver a fully executed counterpart original of this Agreement to the Developer, within ten (10) calendar days following the Housing Successor's approval of this Agreement, if approved, and the execution of this Agreement by the authorized representative(s) of the Housing Successor. This Agreement shall continue in effect for the period of 60 consecutive calendar days immediately following the Effective Date ('Negotiation Period').

(b) This Agreement shall automatically expire and be of no further force or effect at the end of the Negotiation Period, unless, prior to that time, both the Housing Successor and the Developer approve and execute a separate PSA acceptable to both the Housing and the Developer, in their respective sole and absolute discretion, in which case this Agreement will terminate on the effective date of such PSA.

4. **Obligations of Developer.** During the Negotiation Period, the Developer shall proceed diligently and in good faith to develop and present to Housing Successor staff and, subsequently, to the Housing Successor Board, for review, all of the following:

(a) A proposed complete conceptual development plan for the Project on the Property that describes and depicts: (1) the location and placement of proposed buildings and (2) the architecture and elevations of the proposed buildings;

(b) Proposed zoning change or changes to the City's General Plan, if any, necessary to accommodate the Project on the Property;

(c) A market study justifying the Developers proposed home sale price, as developed with the Project;

(d) A proposed time schedule and cost estimates for the development of the Project on the Property;

(e) A proposed financing plan identifying financing sources for all private and public improvements proposed for the Project; and

(f) A preliminary financial analysis demonstrating the costs and benefits to the City and the Housing Successor regarding all construction, maintenance and operations of all proposed public improvements, the costs of additional or increased levels of public services and any new public revenues anticipated to be generated by the Project.

4. **Milestone Schedule.** Housing Successor and Developer acknowledge and agree that all submittals required by this Agreement shall be made pursuant to the time schedule attached hereto as

Exhibit ___ may be amended administratively by Executive Director with the concurrence of Developer; provided that the timeline does not exceed the Negotiation Period.

5. **Negotiation of DDA.** During the Negotiation Period, the Housing Successor and the Developer shall negotiate diligently and in good faith to negotiate a PSA between them. The Housing Successor and the Developer shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both the Housing Successor and the Developer shall exercise reasonable efforts to complete discussions relating to the terms and conditions of a PSA and such other matters, as may be mutually acceptable to both the Housing Successor and the Developer, in their respective sole discretion. The exact terms and conditions of a PSA, if any, shall be determined during the course of these negotiations. Nothing in this Agreement shall be interpreted or construed to be a representation or agreement by either the Housing Successor or the Developer that a mutually acceptable PSA will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive PSA in the future. Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed PSA that may be negotiated by Housing Successor staff and the Developer will be approved by the Housing Successor governing body. The Developer acknowledges and agrees that the Housing Successor consideration of any PSA is subject to the sole and absolute discretion of the Housing Successor governing body and all legally required public hearings, public meetings, notices, factual findings and other determinations required by law.

6. **Restrictions Against Change in Ownership, Management and Control of Developer and Assignment of Agreement.**

(a) The qualifications and identity of the Developer and its principals are of particular concern to the Agency. It is because of these qualifications and identity that the Housing Successor has entered into this Agreement with the Developer. During the Negotiation Period, no voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement, except as provided in Section 6(c).

(b) The Developer shall promptly notify the Housing Successor in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in Control (as defined in Section 6(d) of the Developer, as well as any and all changes in the interest or the degree of Control of the Developer by any such person, of which information the Developer or any of its shareholders, partners, members, directors, managers or officers are notified or may otherwise have knowledge or information. Upon the occurrence of any significant or material change, whether voluntary or involuntary, in ownership, management or Control of the Developer (other than such changes occasioned by the death or incapacity of any individual) that has not been approved by the Housing Successor , prior to the time of such change, the Housing Successor may terminate this Agreement, without liability to the Developer or any other person, by sending written notice of termination to the Developer, referencing this Section 6(b).

(c) The Developer may assign its rights under this Agreement to an Affiliate (as defined in Section 6(d)), on the condition that such Affiliate expressly assumes all of the obligations of the Developer under this Agreement in a writing reasonably satisfactory to the Housing Successor, and further provided that NHS, a California Limited Liability Company, shall, at all times, Control any such Affiliate and be responsible and obligated directly to the Housing Successor for performance of the Developer's obligations under this Agreement.

(d) For the purposes of this Agreement, the term 'Affiliate' means any person, directly or indirectly, controlling or controlled by or under common control with the Developer, whether

by direct or indirect ownership of equity interests, by contract, or otherwise. For the purposes of this agreement, 'Control' means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether by ownership of equity interests, by contract, or otherwise.

7. **Developer Obligations to Review Draft Agreements and Attend Meetings.**

(a) During the Negotiation Period, the Developer shall diligently review and comment on drafts of a NHS prepared by the Housing Successor's legal counsel and, if the terms and conditions of such a PSA are agreed upon between Housing Successor staff and the Developer, submit the PSA fully executed by the authorized representative(s) of the Developer to the Housing Successor Executive Director for submission to the Housing Successor governing body for review and approval or disapproval. Any future PSA shall consist of terms and conditions acceptable to both the Developer and the Housing Successor governing body, in their respective sole and absolute discretion.

(b) During the Negotiation Period, the Developer shall also keep the Housing Successor governing body and staff advised on the progress of the Developer in performing its obligations under this Agreement, on a regular basis or as requested by Housing Successor staff, including, without limitation, having one or more of the Developer's employees or consultants who are knowledgeable regarding this Agreement, the design and planning of the Project and the progress of negotiation of a PSA, such that such person(s) can meaningfully respond to Housing Successor questions regarding the progress of the design and planning of the Project or the negotiation of a PSA attend both: (1) weekly meetings or conference calls with Housing Successor staff, as reasonably scheduled by Housing Successor staff during the Negotiation Period (each, a 'Weekly Meeting'), and (2) meetings of the Housing Successor governing body, when reasonably requested to do so by Agency staff.

8. **Developer to Pay All Costs and Expenses.** All fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by the Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or negotiation of a PSA that may be undertaken by the Developer during the Negotiation Period, pursuant to or in reliance upon this Agreement or in the Developer's discretion, regarding any matter relating to a PSA, the Property or the Project, shall be the sole responsibility of and undertaken at the sole cost and expense of the Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of or in reliance upon the Housing Successor. The Developer shall also pay all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City and/or the Housing Successor of any and all applications and other documents and information to be submitted to the City and/or the Housing Successor by the Developer pursuant to this Agreement or otherwise associated with the Project. The Housing Successor shall not be obligated to pay or reimburse any expenses, fees, charges or costs incurred by the Developer in pursuit of any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or negotiation of a PSA that may be undertaken by the Developer during the Negotiation Period, whether or not this Agreement is, eventually, terminated or extended or a PSA is entered into between the Housing Successor and the Developer, in the future.

9. **Agency Not To Negotiate With Others.**

(a) During the Negotiation Period, the Housing Successor shall not negotiate with any other person regarding the sale or redevelopment of the Property. The term 'negotiate,' as used in this Agreement, means and refers to engaging in any discussions with a person other than the Developer,

regardless of how initiated, with respect to that person's redevelopment of the Property to the total or partial exclusion of the Developer from redeveloping the Property, without the Developer's written consent, subject to the provisions of Section 9(b) and further provided that the Housing Successor may receive and retain unsolicited offers regarding redevelopment of the Property, but shall not negotiate with the proponent of any such offer during the Negotiation Period; provided, however, that the Housing Successor may discuss the fact that the Housing Successor is a party to this Agreement.

(b) Implementation of this Project development shall be and remain in the sole and exclusive purview and discretion of the Housing Successor. Nothing in this Agreement shall limit, prevent, restrict or inhibit the Housing Successor from providing any information in its possession or control that would customarily be furnished to persons requesting information from the Housing Successor concerning the Housing Successor's activities, goals, matters of a similar nature relating to implementation of the project as required by law to be disclosed, upon request or otherwise.

10. **Acknowledgments and Reservations.**

(a) The Housing Successor and the Developer agree that, if this Agreement expires or is terminated for any reason, or a future PSA is not approved and executed by both the Housing Successor and the Developer, for any reason, neither the Housing Successor nor the Developer shall be under any obligation, nor have any liability to each other or any other person regarding the sale or other disposition of the Property or the redevelopment of the Property.

(b) The Developer acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by the Housing Successor, nor an acceptance by the Housing Successor of any offer or proposal from the Developer for the Housing Successor to convey any estate or interest in the Property to the Developer or for the Housing Successor to provide any financial or other assistance to the Developer for redevelopment of the Project or the Property.

(c) The Developer acknowledges and agrees that the Developer has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from the Housing Successor.

(d) Certain development standards and design controls for the Project may be established between the Developer and the Housing Successor, but it is understood and agreed between the Housing Successor and the Developer that the Project and the redevelopment of the Property must conform to all Housing Successor, City and other applicable governmental development, land use and architectural regulations and standards. Drawings, plans and specifications for the Project shall be subject to the approval of the Housing Successor and the City, through the standard development application process in the community. Nothing in this Agreement shall be considered approval of any plans or specifications for the Project or of the Project itself by the City.

(e) The Housing Successor reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of the Developer to lease develop and operate the Property and/or the Project. The Developer acknowledges that it may be requested to make certain financial disclosures to the Housing Successor, its staff, legal counsel or other consultants, as part of the financial due diligence investigations of the Housing Successor relating to the potential sale of the Property and redevelopment of the Project on the Property by the Developer and that any such disclosures may become public records. The Housing Successor shall maintain the confidentiality of financial information of the Developer to the extent allowed by law, as determined by the City Attorney.

(f) The Housing Successor shall not be deemed to be a Party to any agreement for the acquisition of, lease of or disposition of real or personal property, the provision of financial assistance to the Developer or development of the Project on the Property or elsewhere, until the terms and conditions of a complete future PSA are considered and approved by both the City Council and the Housing Successor governing body, in their respective sole and absolute discretion, following the conclusion of one or more duly noticed public hearings, as required by law. The Developer expressly acknowledges and agrees that the Housing Successor will not be bound by any statement, promise or representation made by Housing Successor staff or representatives during the course of negotiations of a future PSA and that the Housing Successor shall only be legally bound upon the approval of a complete PSA by both the City Council and the Housing Successor Board, in their respective sole and absolute discretion, following one or more duly noticed public hearings, as required by law.

11. **Nondiscrimination.** The Developer shall not discriminate against nor segregate any person, or group of persons on account of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry in undertaking its obligations under this Agreement.

12. **Limitation on Damages and Remedies.**

(a) THE DEVELOPER AND THE HOUSING SUCCESSOR ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE DEVELOPER UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE DEVELOPER WOULD SUFFER UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR, THE DEVELOPER AND THE HOUSING SUCCESSOR AGREE THAT A REASONABLE ESTIMATE OF THE DEVELOPER'S DAMAGES IN SUCH EVENT IS FIFTY THOUSAND DOLLARS ($50,000) (THE 'LIQUIDATED DAMAGES AMOUNT'). THEREFORE, UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR, THE HOUSING SUCCESSOR SHALL PAY THE LIQUIDATED DAMAGES AMOUNT TO THE DEVELOPER AND THIS AGREEMENT SHALL TERMINATE. RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT SHALL BE THE DEVELOPER'S SOLE AND EXCLUSIVE REMEDY ARISING FROM ANY BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR.

_____	_____
Initials of Authorized Representative of Housing Successor	Initials of Authorized Representative of Developer

(b) THE HOUSING SUCCESSOR AND THE DEVELOPER EACH ACKNOWLEDGE AND AGREE THAT THE HOUSING SUCCESSOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, IF IT WERE TO BE LIABLE TO THE DEVELOPER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY OTHER THAN TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE LIQUIDATED DAMAGES AMOUNT. ACCORDINGLY, THE HOUSING SUCCESSOR AND THE DEVELOPER AGREE THAT THE DEVELOPER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR IS TO TERMINATE THIS AGREEMENT AND RECEIVE THE LIQUIDATED DAMAGES AMOUNT.

(c) THE DEVELOPER ACKNOWLEDGES THAT IT IS AWARE OF THE MEANING AND LEGAL EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(d) CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF THE DEVELOPER TO BE BOUND BY THE LIMITATION ON DAMAGES, RECOVERY AND REMEDIES SET FORTH IN THIS SECTION 12, AND THE DEVELOPER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST THE HOUSING SUCCESSOR FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY BREACH OF THIS AGREEMENT, EXCEPT RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO THE DEVELOPER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT. THE DEVELOPER SPECIFICALLY WAIVES THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT WITH REGARD TO THE LIMITATIONS ON DAMAGES AND REMEDIES AND WAIVERS OF ANY SUCH DAMAGES AND REMEDIES CONTAINED IN THIS SECTION 12.

_____	_____
Initials of Authorized Representative of Housing Successor	Initials of Authorized Representative of Developer

13. **Default.**

(a) Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement. If the Party who is claimed to be in default by the other Party cures, corrects or remedies the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default, such Party shall not be in default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If there are less than fifteen (15) days remaining in the Negotiation Period, the cure period allowed pursuant to this Section 13(a) shall be automatically reduced to the number of days remaining in the Negotiation Period.

(b) The Party claiming that a default has occurred shall give written notice of default to the Party claimed to be in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. However, the injured Party shall have no right to exercise any remedy for a default under this Agreement, without first delivering written notice of the default.

(c) Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

(d) If a default of either Party remains uncured for more than fifteen (15) calendar days following receipt of written notice of such default, a 'breach' of this Agreement by the defaulting

Party shall be deemed to have occurred. In the event of a breach of this Agreement, the sole and exclusive remedy of the Party who is not in default shall be to terminate this Agreement by serving written notice of termination on the Party in breach and, in the case of a breach by the Housing Successor, the Developer shall also be entitled to receive the Liquidated Damages Amount.

14. **Compliance with Law.** The Developer acknowledges that any future PSA, if approved by the governing body of the Housing Successor , will require the Developer (among other things) to carry out the development of the Project in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and federal and state labor and wage laws.

15. **Press Releases.** The Developer agrees to obtain the approval of the Housing Successor Executive Director or his or her designee or successor in function of any press releases Developer may propose relating to the lease or redevelopment of the Property or negotiation of a PSA with the Housing Successor, prior to publication.

16. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight delivery service or by facsimile and confirmed by first class certified or registered United States Mail, with return receipt requested, to the address and/or fax number for the Party set forth in this Section 16. Notice shall be deemed confirmed by United States Mail effective the third (3rd) business day after deposit with the United States Postal Service. Notice by personal service or nationally recognized overnight delivery service shall be effective upon delivery. Either Party may change its address for receipt of notices by notifying the other Party in writing. Delivery of notices to courtesy copy recipients shall not be required for valid notice to a Party.

TO DEVELOPER:

COPY TO: _____
_____
_____

TOHOUSING SUCCESSOE:
Successor Agency, City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attention: Manager
Successor Agency
Phone: 310 605-5511

COPY TO:

17. **Warranty against Payment of Consideration for Agreement.** The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 17, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and other consultants, when such fees are considered necessary by the Developer.

18. **Acceptance of Agreement by Developer.** The Developer shall acknowledge its acceptance of this Agreement by delivering to the Agency three (3) original counterpart executed copies of this Agreement signed by the authorized representative(s) of the Developer.

19. **Counterpart Originals.** This Agreement may be executed by the Housing Successor and the Developer in multiple counterpart originals, all of which together shall constitute a single agreement.

20. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person or entity other than the Agency or the Developer.

21. **Governing Law.** The Housing Successor and the Developer acknowledge and agree that this Agreement was negotiated, entered into and is to be fully performed in the City of Compton, California. The Housing Successor and the Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, without application of such laws' conflicts of laws principles.

22. **Waivers.** No waiver of any breach of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of such term or condition, or of any other term or condition contained in this Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, or any modification of this Agreement shall be enforceable against the Housing Successor or the Developer, unless made in writing and executed by both the Agency and the Developer.

23. **Construction.** Headings at the beginning of each section and sub-section of this Agreement are solely for the convenience of reference of the Housing Successor and the Developer and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of the Housing Successor or the Developer, but rather as if both the Housing Successor and the Developer prepared this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to this Agreement and incorporated into this Agreement by this reference. If the date on which the Housing Successor or the Developer is required to take any action pursuant to the terms of this Agreement is not a business day of the Agency, the action shall be taken on the next succeeding business day of the Housing Successor.

24. **Attorneys' Fees.** If either Party hereto files any action or brings any action or proceeding against the other arising out of this Agreement, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court, in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees. For the purposes hereof the words 'reasonable attorneys' fees' mean and include, in the case of Housing Successor, salaries and expenses of the lawyers employed by Agency (allocated on an hourly basis) who may provide legal services to Housing Successor in connection with the representation of the Housing Successor in any such matter.

[Signatures on following page]

IN WITNESS WHEREOF, the Agency and the Developer have executed this Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPER:

Dated:_____ By:_____

AGENCY:

HOUSING SUCCESSOR

By:_____
Johnny Ford
Executive Secretary

Dated:_____

ATTEST:

By:_____
Alita Goodwin
Agency Secretary

APPROVED AS TO FORM:

By:_____
Craig Cornwell
City Attorney

EXHIBIT ‘A’
TO
NEGOTIATION AGREEMENT

Property Legal Description

EXHIBIT ‘B’
TO
NEGOTIATION AGREEMENT

Project Description

[To Be Attached Behind This Cover Page]

EXHIBIT ‘C’
TO
NEGOTIATION AGREEMENT

Timeline

[To Be Attached Behind This Cover Page]

EXHIBIT 'C'
Exclusive Negotiating Agreement Timeline

MILESTONE	DESCRIPTION
Within Days of Effective Date (_____, 2015) of ENA	
Initial Pro Forma	Submit initial pro forma for the proposed development.
Project Development Schedule	Submit projected construction schedule for the proposed development.
Due Diligence	Provide written determination of property's physical suitability for development, taking into account relevant regulatory and environmental conditions.
Full Project Submittal	Submit site plans and elevations. Submit all relevant applications and fees.
Within Days of Effective Date of ENA	
Plan Review	Staff reviews plans for compliance with applicable codes and regulations; letter prepared by Agency staff summarizing staff comments is sent to developer.
Within Days of Effective Date of ENA	
Revised Site Plans and	Submit revised site plans and elevations
2nd Plan Review	Staff reviews plans for compliance with applicable codes and regulations; letter prepared by Project Manager summarizing staff comments is sent to developer.
Revised Proforma and Development Schedule	Submit refined proforma and development schedule based on revised site plans and elevations.
Development Partners and Structure	Submit letter identifying investment partners.
Funding Partners and Structure	Submit letter identifying lenders and proof of ability to obtain financing.
Within Days of Effective Date of ENA	
Draft PSA	Complete negotiations and draft Disposition and Development Agreement.
Final Revisions	Finalize revisions to development proposal and all relevant materials
Within Days of Effective Date of ENA	
Housing Successor Agency / City Council Hearing	Present development proposal and DDA to Agency for final review and approval.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Community Redevelopement**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN CITY-OWNED PROPERTY LOCATED AT 950 WEST ALONDRA BOULEVARD, COMPTON**

Kofi Sefa-Boakye — **2/17/2015 9:14:46 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **2/26/2015 7:47:29 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **2/26/2015 12:24:47 PM**
CITY CONTROLLER — DATE

Johnny Ford — **2/23/2015 4:07:34 PM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 3, 2015

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721, MAINTENANCE AND TRADES UNIT FOR FISCAL YEARS 2015 - 2016**

SUMMARY

The City Council will consider this resolution adopting a two-year employment contract (Memorandum of Agreement) between the City of Compton and SEIU Local 721, Maintenance and Trades Unit.

BACKGROUND

The City of Compton has four union locals that represent the majority of its Miscellaneous (Non Safety) employees. The proposed Memorandum of Agreement (MOA) is for SEIU Local 721, Maintenance and Trades Unit representing maintenance, trades and service employees in the City of Compton.

The previous union contract between the City and SEIU Local 721 expired on June 30, 2012. In January 2012, the City and SEIU Local 721 agreed to a side letter of agreement modifying the terms of the MOA for a period of two years.

STATEMENT OF THE ISSUE

Over the past months, the City has been negotiating with SEIU Local 721 regarding salary and benefits and has come to agreement. SEIU Local 721 has met with its members and voted to approve the terms of the contract agreed to during negotiations. The proposed MOA must now be approved by the City Council, at which point it may be executed and implemented.

This MOA is for a two-year term and provides for the following salary adjustments:

- 3% Cost of Living Adjustment (COLA), effective July 1, 2014
- 3% COLA, effective July 1, 2015

Health, dental, vision and vacations benefits have been updated to current levels. On July 1, 2014 the City reinstituted the employee benefits suspended during the two-year side letter of agreement. There were no changes to the educational incentives. In addition, the City Council has approved, through resolution, the holiday schedule. Further, staff intends to bring a separate resolution making comparable adjustments to the salary and benefits of unrepresented classifications.

FINANCIAL IMPACT

The cost for the MOA with SEIU Local 721 for Fiscal Year 2014/2015 is approximately $164,253. The cost for the two-year agreement is $334,937. This cost will be covered with funds from the Employee Medical and Labor Compensation Fund, General Fund and other Non-General Fund sources.

RECOMMENDATION

Staff recommends that the Council approve the attached resolution adopting the MOA for the SEIU Local 721, Maintenance and Trades Unit.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL721, MAINTENANCE AND TRADES UNIT FOR FISCAL YEARS 2015 -- 2016

WHEREAS, the City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Milias-Brown Act; and

WHEREAS, the negotiations have resulted in an agreement with the City of Compton and SEIU, Local 721, Maintenance and Trades Unit; and

WHEREAS, it is in the best interest of the City to adopt this agreement as proposed; and

WHEREAS, funds have been allocated in all City Departments' Fiscal Year 2014-2015 annual budgets for this agreement and will be appropriated each of the subsequent Fiscal Years' budgets.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of Compton does hereby approve the MOA executed by the representatives of SEIU Local 721, Maintenance and Trades Unit, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That the City Manager is hereby directed to execute and implement the MOA in accordance with the provisions of this resolution.

SECTION 3. That this Resolution and the MOA referenced herein supersede any provisions of previously adopted City policies that conflict with the provisions of this MOA.

SECTION 4. That the monthly salary range for each of the classifications covered by the SEUI Local 721, Maintenance and Trades Unit MOA is hereby fixed and established in accordance with Article 19 of this MOA.

SECTION 5. That the monthly retirement contribution for each of the classifications covered by SEIU Local 721, Maintenance and Trades Unit MOA is hereby established in accordance with Article 31 of this MOA.

SECTION 6. That a certified copy of this resolution shall be forwarded to the City Attorney, City Clerk, City Manager's Office, the City Controller's Office and the Human Resources Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2015.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2015.

That said resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

MEMORANDUM

OF

AGREEMENT

CITY OF COMPTON, A MUNICIPAL CORPORATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #721,

MAINTENANCE AND TRADES UNIT

JULY 1, 2014

TO

JUNE 30, 2016

PREAMBLE

This Memorandum of Understanding has been prepared pursuant to the terms of Government Code, Section 3500, which is hereby incorporated by reference as is fully set forth herein, and has been executed by the City Manager on behalf of the City Council of the City of Compton, hereinafter referred to as the City, and by the Service Employees International Union, Local #721 (SEIU), Maintenance and Trades Unit hereinafter referred to as Union, on behalf of all employees **as described in Article 1** occupying position-classification set forth in Article 19. It is, however, the mutual understanding of all parties hereto, that such Agreement is of no force or affect whatsoever, unless or until ratified and approved by resolution duly adopted by the City Council of the City of Compton.

The Personnel Rules and Regulations adopted November 6, 1979, by Resolution #12,522, shall be applicable to employees of this Unit. It is specifically understood that the expressed terms of this Agreement prevail where provisions are inconsistent.

ARTICLE 1. RECOGNITION

Service Employees International Union, Local #721, Maintenance and Trades (SEIU) is hereby acknowledged by the City as the recognized employee organization representing all permanent and full-time employees who occupy classified positions within the Maintenance and Trades Unit. The Unit, as presently established, consists of the classifications shown in Article 19.

ARTICLE 2. SCOPE OF REPRESENTATION

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or organization or executive order. The City agrees to consult with the Union on all classification specifications determined to be within the internal and occupational community of interest to the Union. In the event that the Union disputes the City's determination of community of interest and appropriate unit, the matter will be submitted to the Division of Conciliation of the Department of Industrial Relations for mediation or for recommendation resolving the dispute.

ARTICLE 3. PAYROLL DEDUCTIONS

A. Payroll Deductions for Union Membership Dues

It is mutually agreed that the City will deduct union membership dues and assessments twice each month, in an amount certified to be current and correct by the Treasurer of the Union from the pay of those employees who individually authorize, in writing on the City's form, that such deductions shall be remitted by the City to the Treasurer of the Union. This authorization shall remain in full force

and effect as specified in Council Resolution Number 10,471.

B. Voluntary Contributions to SEIU Local 721 Political Action Fund

Bargaining unit members may make voluntary political contributions to the SEIU Local 721 Political Action Fund through payroll deductions. **Bargaining unit members** wishing to make such contributions shall do so on an authorization card that the Union shall furnish. The card will clearly indicate that: 1) purpose of the payroll deduction is to contribute to the SEIU Local 721 Political Action Fund; and 2) the contribution is totally voluntary. Notwithstanding any other provision in this Agreement, any authorization for political contributions to the SEIU Local 721 Political Action Fund may be revoked at any time.

C. Hold Harmless

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of dues, deductions, or transmittal of such funds to the Union.

D. Agency Shop Agreement

1. All permanent, non-probationary, non-management, non-police officers, and non-confidential employees who are represented by the Union or who attain such status after the effective date of this Agreement, and who chose not to become members of the Union, shall be required to pay to the Union, as a condition of employment, a representation service fee that represents each such **bargaining unit member's** proportionate share of the Union's cost of meeting and conferring and administering this Agreement, beginning 60 days after this agency shop agreement comes into effect as described in this agreement, or after an employee attains such status, or after the union has provided such employees and the City with the legally requisite expenditure information described below, whichever is latest. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Union members. The City agrees to deduct such fees, in accordance with the law and the provisions of this

section, through a bi-weekly payroll deduction.

2. The representation service fee arrangement provided by this section may be rescinded by a majority vote determined in a secret ballot election in which all employees in the unit are eligible to vote provided that: 1) a request for such vote is supported by a petition containing the signatures of at least 30% of all **bargaining unit members** ; and 2) the vote may be taken at any time during or after the term of this Agreement, but in no event shall there be more than one vote taken during any calendar year. The sufficiency of a petition shall be determined, and the election shall be conducted, by the State Mediation and Conciliation Service if the Union and the City cannot agree on the selection of another neutral person or entity to conduct the election. The Union and the City shall split the costs, if any, for conducting such an election.

3. **A bargaining unit member** who is subject to the payment of a representation service fee hereunder, shall have the right to object to any part of that fee payable by him or her which is in aid of Political Action committees, or of activities or causes of a partisan political or ideological nature, or that is applied toward the cost of benefits available only to Union members, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering this Agreement.

4. The Union shall be fully responsible for expending funds received under this article in a manner that is consistent with all legal requirements and limitations for expenditures of representation service fees or employee dues, which are applicable to public sector labor organizations. Prior to a **bargaining unit member** having any obligations to pay a representation service fee hereunder, the Union shall make available a detailed financial report in the form of a balance sheet and an operating statement certified as to its accuracy and completeness by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A timely copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section

3546.5 shall satisfy this requirement. The Union agrees to update and provide this financial information to employees and the City on or before September 1 of each calendar year. This financial information must itemize and adequately describe all categories of expenses. This financial information must cover local expenditures as well as uses made by county, state, national and international organizations with which the Union is directly or indirectly affiliated and to whom the Union transmits a portion of its dues and/or representation service fee funds.

5. The Union shall make available, at its expense, an expeditious administrative appeals procedure to **bargaining unit members** who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made and the impartial decision-maker jointly selected by the Union and the objecting **bargaining unit member(s)**. The Union shall make available a copy of such procedure to **bargaining unit members** and the City prior to the time that any employee becomes subject to the payment of representation service fees.
6. Any **bargaining unit member** who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to pay the representation service fees described in this section. This exemption shall not be granted unless and until such **bargaining unit member** has certified his or her bona fide membership under penalty of perjury. Such employee must, instead arrange with the Union to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee. Proof of such payments shall be submitted to the City on a monthly basis as a condition of continued exemption from the representation service fee requirement.
7. When an authorized agent of the City is served with written notice by a **bargaining unit member** or **members**, or by the Union, that a dispute exists involving employee rights with respect to: 1) representation service fee expenditures or associated Union obligations; or 2) the

bargaining unit member exemption described in this section, the City and/or the Union shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise, in writing, the other and the complaining employees. The City shall not be obligated to take any other or further action pending the resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of a legally binding settlement agreement between the **bargaining unit member(s)** and the Union, or non-appealable final judgment of an administrative agency, the Public Employment Relations Board and/or court of competent jurisdiction. The sole obligation of the City with respect to such disputes is as set forth in this paragraph. The City shall not be made a party to administrative or court proceedings, except to the limited extent when such administrative body and/or court determine such to be necessary for the purpose of enforcing its order or judgment. In such event, the Union shall pay the City's attorneys' fees and costs, as further described in this section.

8. Whenever a **bargaining unit member** shall be delinquent in the satisfaction of his or her obligations as described in this section, the Union shall simultaneously give both the **bargaining unit member** and the City's **Human Resources** Director written notice thereof, which notice shall give the **bargaining unit member** 15 days to cure the delinquency. In the event the **bargaining unit member** fails to cure said delinquency the Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

9. The City shall not be obligated to make the bi-weekly payroll deductions described in this section during any period when a **bargaining unit member** is an unpaid status, or does not have enough earnings to pay the dues or fees. Notwithstanding any other provision in this Agreement, a **bargaining unit member's** failure to make sufficient earnings to pay the representative service fee does not constitute grounds for termination.

#10.

10. The parties acknowledge that the **Bargaining Unit** does not contain management, supervisory, confidential or peace officer employees, and that the law precludes the parties from applying agency shop requirements to such employees.
11. Except as provided herein, representation service fees that the City withdraws from payroll shall be transmitted to the Union Officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.
12. The representation service fee obligations described in this section shall continue in effect, unless rescinded pursuant to the procedure described in this section, for only as long as the Union is the recognized collective bargaining representative of those in the **Bargaining Unit**, notwithstanding the expiration of the Agreement between the City and the Union.
13. The Union hereby agrees to defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article. The Union's indemnify liability obligation is more fully set forth as follows:
    a. The Union shall defend, indemnify and hold harmless the City and its officers and employees from any claim, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, the Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its officers and employees because of any application of this Article shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Association shall not diminish the Union's defense and indemnification obligations under this Agreement.
    b. The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Union of such action, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action

and fully cooperate with the Union in providing all necessary employee witnesses and assistance necessary for such defense. The cost of any such assistance shall be paid by the Union.

The Union, upon its compromise or settlement of such action or matter shall timely pay the parties to such action all such sums due under such settlement or compromise. The Union, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owning under such order and judgment.

ARTICLE 4. NON DISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employees because of race, religious opinions or affiliations, creed, color, sex, age, physical handicap, national origin, ancestry, political affiliation of union activities as defined by applicable sections of California Government Code (MMBA).

ARTICLE 5. BULLETIN BOARDS/POSTING OF NOTICES

The City agrees to maintain space for suitable convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such areas. The Union agrees to forward a copy of each notice and/or bulletin to the Office of the City Human Resources Department prior to posting.

ARTICLE 6. PERSONAL LEAVE

Each **bargaining** unit member shall be allowed to designate up to 45 hours of accrued sick leave as personal leave per calendar year. **Bargaining unit members** shall be allowed to use this leave for personal business, **bargaining unit members** shall give at least one (1) days notice, where possible, of any intended use of personal leave. The only specific prohibition is that it cannot be used to provide for the three (3) day waiting

period for workers' compensation claims. Personal leave days may not be accumulated from year to year.

ARTICLE 7. BEREAVEMENT LEAVE

In the event of a death in the immediate family ("immediate family" shall mean the spouse, father, current father-in-law, mother, current mother-in-law, son, daughter, brother or sister of the employee, grandmother and grandfather, stepchildren, stepmother and stepfather, registered domestic partner, spouse's brother, spouse's sister, spouse's parents, spouse's grandparents, spouse's son-in-law and spouse's daughter-in-law) a **bargaining unit member** shall be entitled to the necessary time to attend the funeral, up to a maximum of three (3) working days. If bereavement leave requires the unit member to travel outside the State of California, the unit member shall be allowed to take up to five days of sick leave to cover the absence from work.

In the event of the death of a relative not considered in the immediate family, a **bargaining unit member** shall be entitled to take the necessary time to attend the funeral. This leave shall be charged against accrued sick time. If there is not accrued sick time, the **bargaining unit member** should then request vacation in accordance with the vacation procedures. The City reserves the right to verify leave taken pursuant to this section.

ARTICLE 8. SICK LEAVE BANK PAYMENTS UPON SEPARATION

Effective with the Resolution adopting this agreement, upon separation from the service due to termination for any reason other than disciplinary causes, every **bargaining unit member** shall be entitled to receive as severance pay (calculated at the final level of compensation), a proportion of sick leave accrual in accordance with the following

schedule.

Severance Pay Proportion of Sick

Length of Service	Leave Bank	
	Up to 800 hrs.	Over 800 hrs
0 - 4 years	10%	0%
5 – 10 years	25%	0%
10 – 14 years	50%	25%
15 – 19 years	75%	50%
20 – 24 years	100%	75%
25 plus	100%	100%

Bargaining unit members hired on or after July 1, 2014 shall not be entitled to the 0-4 years benefit.

A. After payment of the severance amount calculated as described above, all accumulated sick leave shall permanently be lost, and no other payments shall be made to any other employee in lieu thereof.

B. Severance pay will be granted only one time during the lifetime of any one employee.

C. The total severance pay to which each **bargaining unit member** may be entitled based upon this Rule shall be actually paid in installments on each regular City pay day in an amount not in excess of the compensation to which the employee would have been entitled if still employed, until the entire severance pay entitlement has been exhausted.

ARTICLE 9. HEALTH/WELFARE BENEFITS

A. Medical Insurance Coverage

For the term of this agreement the City shall pay up to the maximum of the Kaiser Los Angeles Region Family rate. The City's actual contribution for each

bargaining unit member shall be based upon the **bargaining unit member's** enrollment in a plan provided through the City's contract with Public Employees Retirement System (PERS) and status as:

1. Employee only
2. Employee and 1 dependent
3. Employee and 2 or more dependents

At the City's request, **bargaining unit** members shall submit verifiable proof of dependence for any one they seek to cover. Acceptable proof includes, but not limited to: marriage license, last IRS 1040 form, and certificates of birth. This shall apply to all **bargaining unit members** who are currently enrolled as well as new hires.

B. Dental Insurance

1. For the term of this Agreement, the City shall provide full payment for Citywide pre-paid plans. Dental coverage is available for employees and eligible dependents.
2. It is specifically understood that **bargaining unit members** shall pay any and all additional premium increases related to the orthodontic benefits and additional options not provided for in or in excess of the citywide basic plan through monthly payroll deductions.

INTENT: It is the intention of the Article to specify the City's obligations in paragraph "1" and the Unit member's responsibilities in paragraph "2."

C. State Disability Insurance

The City agrees to provide State Disability Insurance (SDI) at no cost to unit members.

D. Life Insurance

The City shall provide life insurance for **bargaining unit members** in the amount

of $40,000.

E. The City shall not contribute toward any benefits when the **bargaining unit member** is on unpaid status, or is on suspension during the time the deductions are to be made, except as provided by law.

F. Vision Insurance

The City shall provide a citywide vision plan. Vision Coverage is available for employees and eligible dependents. The coverage will become effective upon acceptance by the carrier selected by the City.

G. Administration of Fringe Benefits

The City reserves the right to select, change, administer or fund any fringe benefits program involving insurance that now exists or may exist in the future during the term of this Agreement. In the administration of fringe benefit programs involving insurance, the City shall have the right to select any insurance carrier or other method providing coverage to fund insurance benefits described herein during the term of this Agreement. The City shall meet and confer with the Union prior to any change of insurance carrier or method of funding coverage for any fringe benefits during the term of this Agreement. No change in insurance carrier or methods of funding coverage shall result in the reduction of benefits to any employee covered by this Agreement unless agreed to by both parties.

H. Parity

If any other employee organization that the City has formally recognized pursuant to Resolution No. 10, 471 negotiates an increase in the health insurance benefits described in this Article for another City bargaining unit, the City will provide that increased benefit to unit members on the same terms and conditions that apply to the other unit.

I. Reopener

Either the City and/or SEIU may reopen this memorandum of agreement effective July 1, 2014 for the purpose of adjustment to health and welfare benefits.

ARTICLE 10. STANDBY/CALLBACK

Additional compensation shall be paid to **bargaining unit members** assigned to be on call for emergency maintenance or repair work during periods other than normal working hours. The rate of pay for a **bargaining unit member** on standby status who responds to all Calls shall be $25.00 per day of standby.

Overtime work performed during a callback period shall be paid at the rate of one and one-half times the straight time hourly rate for the time worked, exclusive of such standby premium.

During the standby period (provided the **bargaining unit member** makes himself available and responds to all calls for emergency work), the **bargaining unit member** so assigned will receive the weekly standby premium for the entire period. **Bargaining unit e**mployees of this Unit shall serve standby assignments when requested by the department manager. A **bargaining unit member** who is found to be unavailable, or who does not respond to an emergency call, shall not qualify for standby pay for the entire standby period except in cases where he has notified his supervisor in advance of an emergency which will prevent his responding. In that event, the **bargaining unit member** shall be compensated only for the prorated portion of the entire weekly standby period for which he was available. The City will furnish two mechanical beepers or equivalent devices for **bargaining unit members** serving standby duty.

The City and the bargaining unit agree to discuss this article during the quarterly meetings in accordance with Article 29 of this MOA.

ARTICLE 11. OVERTIME

Whenever a **bargaining unit member** is required by the City to work on a recognized holiday, the City agrees to compensate at two-and-one-half times the **bargaining unit member's** regular hourly rate for all hours worked on the specified holiday, provided that the employee is not absent, or on sick leave within 48 hours after such time worked.

If a **bargaining unit member** uses sick leave within 48 hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the **bargaining unit member** does not provide verification of sickness, he is paid at double the **bargaining unit member's** employee's regular hourly rate for all hours worked on the specified holiday.

Bargaining unit members of this unit will receive cash payment at the rate of one-and-one-half times the **bargaining unit member's** regular rate for all hours in paid status over forty (40) hours per week, or at the **bargaining unit member's** discretion by compensatory time off (up to a maximum of 150 hours).

Bargaining unit members who have accumulated comp time in excess of 150 hours as of the ratification of this agreement will not be allowed to accumulate any comp time until their accumulated comp time has been reduced below 150 hours. A week shall be defined as beginning at 12:01 A.M. Sunday and ending 12:00 Midnight the following Saturday. Given reasonable notice, **bargaining unit members** of this unit shall perform overtime work as requested by the department manager. Request for the use of compensatory time accrued under previous agreements and this agreement must be

submitted in writing in advance of intended use and will be granted upon mutual agreement between the **bargaining unit member** and the supervisor.

ARTICLE 12. HIGHER JOB CLASSIFICATION

All **bargaining unit members** shall receive move up pay after a one-time completion of a 10-day training period in any higher job classification. For purposes of this Article, all **bargaining unit members** of the bargaining unit would start with no official training time recorded as of the adoption of this agreement. No prior acting assignments will be counted toward satisfying the 10-day training requirement for higher job classifications.

For purposes of this Article, an acting or move up assignment must be initiated by a personnel action form and must be for a minimum of eight (8) hours.

Personnel action forms showing the completion of a minimum of 10 days move up or acting assignment in any/each higher job classification will satisfy the requirement of the training period.

After the successful completion of the 10-day training period whenever a **bargaining unit member** of the unit is given an acting assignment to that position, the **bargaining unit members** shall receive compensation fixed by the **bargaining unit member's** department manager.

The compensation shall be fixed within the higher salary range for the position in which the move-up placement is made and shall be an increase of not less than five percent (5%) of the **bargaining unit member's** regular base salary.

ARTICLE 13. HOURS OF WORK

Continuous job schedules apply to those jobs or assignments which must be performed in whole or in part on each day of the year, with work days scheduled in conformity with past practice according to the particular job or assignment involved and with two (2) scheduled days of rest within each seven (7) day work week, or four (4) scheduled days of rest within each 14 day pay period.

In cases where inclement weather prevents **bargaining unit members** of this unit from performing his/her regular assigned duties and/or tasks, the City will make every reasonable effort to assign such **bargaining unit members** to other related work. If in the event no work is available or if assigning other related work prevents other **bargaining unit members** from performing their regular assigned duties, the City retains the right to dismiss **bargaining unit members** for lack of work.

Bargaining unit members under this provision may be assigned to other divisions or departments as needed before being dismissed for lack of work. Under this provision, **bargaining unit members** may be assigned work out of their respective classifications with no adjustment either upward or downward in compensation and benefits.

A **bargaining unit member**, who reports for work at the start of his/her own regularly scheduled shift and is sent home because there is no work available for him, shall receive four hours of straight time pay at his regular hourly rate for so reporting. This reporting pay provision shall not apply if the **bargaining unit member** was advised at least two (2) hours in advance that there would be no work, or was not reasonably available to receive such notice, when offered work during such four (4) of eight (8) hour

periods refuses, to perform came.

If such **bargaining unit member** is put to work, he**/she** shall be guaranteed a minimum of four hours of work, or four hours of pay in lieu thereof. If such **bargaining unit member** is put to work for more than four (4) hours, he**/she** shall be guaranteed a minimum of eight (8) hours of pay.

ARTICLE 14. NIGHT DIFFERENTIAL

Bargaining unit members, who are required to work between 5:00 p.m. and 7:00 a.m., shall receive a night premium of 10% above base pay. **Bargaining unit members** must work a minimum of four (4) hours during the above-specified hours to be eligible, and will receive a bonus for the entire eight (8) hours worked.

ARTICLE 15. GRIEVANCE PROCEDURES

It is recommended that the following procedures be applicable to **bargaining unit** members of the bargaining unit:

A. Purpose of Grievance Procedures:

1. To promote improved employer-employee relations.
2. To provide that grievances shall be settled as near possible to the point of origin.
3. To provide that the grievance procedures shall be as informal as possible.

B. A "Grievance" is defined as the expression of an employee's complaint regarding the interpretation and application of one or more provisions of the rules, regulations and conditions of employment, as embodied in this Memorandum of Agreement between the City and the Union.

C. Grievances, as herein defined, shall be processed in the following manner:

1. Step 1 (Informal)

An employee's grievance must be submitted to the supervisor/foreman immediately in charge of the aggrieved employee within ten (10) business days after the event-giving rise to the grievance. The supervisor/foreman will give his answer to the employee by the end of the tenth calendar day following the presentation of the grievance and the giving of such answer will terminate Step 1. The ten (10) business day requirement may be waived by mutual consent of the parties involved.

2. Step 2

If the grievance is not settled in Step 1, the employee and his representative, if any, shall, within fifteen (15) working days after the termination of Step 1, appeal in writing on the City provided form to the department head.

The department head shall schedule a meeting place within ten (10) business days from date grievance is referred to Step 2.

The department head may invite other members of management to be present at such meeting. The department head will give a written reply by the end of the fifteenth (15) business day following the date of the meeting, and giving of such reply will terminate Step 2.

3. Step 3 (City Manager's Office/Personnel Department)

The grievance shall be submitted within fifteen (15) business days of the receipt of the response given in Step 2. The City Manager or his/her designee will respond to the employee within fifteen (15) business days of receipt of grievance. The decision of the City Manager terminates Step 3.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived"'. If a grievance is not appealed to the next step within the specified time limit (or any agreed extension thereof), it shall be considered settled on the basis of the City's last answer. If the City does not answer within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next level.

The time limit in each step may be extended by prior mutual written agreement of the City and the employee at each step.

ARTICLE 16. ARBITRATION

Grievances which are not settled pursuant to the established procedures above, and where all other informal, internal means of settlement have been exhausted unsuccessfully, and which either party desire to contest further, shall be submitted to arbitration as provided below.

A. The matter will go to arbitration if either party files with the other in writing, a demand for such further procedures within 15 calendar days after the decision provided for by Step 3 of the Grievance Procedure.

As soon as possible, and in any event not later than ten (10) days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

B. The arbitrator shall have no power to amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

C. The award of the arbitrator shall- be binding for all grievances as defined by this Agreement. Grievances resulting from suspensions, dismissals, and demotion, may be submitted to advisory arbitration, and the decision and award are advisory to the City Manager and City Council.

D. The arbitrator may hear and determine only one grievance at a time without the expressed agreement of City and the grievant representative.

E. The parties shall share equally the expense of the cost of arbitration, with the exception of their own Counsel's fees and witness service. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator shall be paid solely by the requesting party.

The CITY and SEIU Local 721 mutually agree to request the City Attorney to review the arbitration process and, if needed, recommend changes.

ARTICLE 17. REASONABLE NOTICE

It is mutually agreed that a copy of the City Council and/or Personnel Board agenda for each meeting be forwarded to the Union whenever the agenda includes items affecting employees of this Unit.

ARTICLE 18. LAYOFF AND RETRENCHMENT PROCEDURES

A. General Statement

Any employee in the Classified Services may be laid off for lack of funds through action of the City Council, as set forth in Section 1107 of the City Charter.

Article XI Section 1107

Abolition of Position Lay-Offs

Whenever it becomes necessary, in the opinion of the City Council, to abolish a position, or to reduce the number of employees in a given class in the Classified Service, the City Council, may do so by stating in its proceedings, its reasons therefore. Should such positions involving substantially the same duties be created or filled within one year, the employee or employees discharged shall be entitled to be appointed thereto.

All lay-offs occasioned by the abolishment of a position or the reduction in number of employees in a given classification shall be governed by seniority service and shall be in the reverse order as seniority in service and shall be in the reverse order as hired.

Interpretation

Service Seniority is interpreted and defined as length of continuous service in the respective classification within the same occupational family group.

B. Order of Separation

Seniority in classification shall govern the order of layoff so that positions remaining, which are not abolished or are to be staffed after layoff will be occupied by employees with greatest Length of continuous service in the classification.

1. Wherever seniority in classification is equal, the following criteria shall be applied in the order below:
    a. Service within that occupational group
    b. Total City Service
    c. Relative position on eligibility list
    d. Drawing of lots

C. Voluntary Reduction in Lieu of Layoff

Any classified employee serving in a permanent or promotional probationary status who is scheduled to be laid off may, not later than five working days after notice of

layoff, request a reduction to a lower class, regardless if he has previously served, a 90-day probationary period will be required. If the employee does not receive a satisfactory evaluation, he/she then reverts to the next lower position within the group in which they have accrued seniority.

Employees may revert to positions outside of the family group only when they have previously served in the respective position, and there is a vacancy or there is an incumbent in such position who has less total service therein than the employee requesting the demotion in lieu of layoff.

The employee displaced shall be considered as laid off for the same reason as the person who displaced him and shall employ the same procedures.

The employee laid off shall be given written notice of layoff not less than 30 calendar days prior to the effective date of the layoff, and shall be informed of his/her reinstatement status in writing.

The employee laid off or displaced as a result of another employee's reversion to a lower classification shall receive written notice of layoff not less than 20 days prior to the effective date of such action.

The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) days prior to the effective date of the layoff.

The names of permanent employees who have been laid off due to a reduction in force shall be placed on an appropriate layoff/reinstatement list according to the date of separation and shall be based on: last employee laid off is the first employee on the list with other employees eligible in sequential order hereafter.

Said list shall be used by the appointing officer when a vacancy for that class is to be filled before certification.

D. Order of Recall

Employees in the Classified Service who have been laid off shall be placed on an appropriate layoff/reinstatement list according to the date of separation and classification of position. Said list shall be used by the appointing officer when a vacancy exists for the class or position of former employment.

Recall from layoff shall be in the reverse order of layoff within the class and in accordance with the reinstatement list compiled for such purposes.

E. Notice of Recall

Notice of recall from layoff shall be return-receipt requested mail and shall specify the date for reporting to work, which shall not be more than two weeks from the date notice, is received.

Notice shall be deemed to have been received when sent to the last known address on file with the City and delivery if certified by the Postal Service.

Notice of recall will also be forwarded to the respective employee organization. Employees to be laid off shall submit to the Personnel Department their current address at the time of separation. Upon receiving notice, the person on layoff shall have five days to accept or decline the recall opportunity.

1. If an employee fails to respond in writing within five (5) days of recall, the City will proceed to the next senior person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met, or the list is exhausted.

2. Any employee who refuses recall fails to report on the prescribed date within the two-week maximum thereby waives all remaining rights to recall and reinstatement as an employee.

F. Reinstatement /Restoration

Any employee who has been laid off and who is reinstated in a permanent position within one year from the date of layoff shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account for which the employee was not compensated when laid off shall be restored;
2. All seniority held at the time of layoff shall be restored;
3. All prior active duty time shall be credited for the purpose of determining vacation service awards.
4. The probationary status of any employee who is interrupted by layoff must be completed upon reinstatement; however, a new probationary period of not less than 90 days will be required in all cases where the probation has been interrupted by layoff for a period of six months or more, as well as in situations where recall is to a different class or department from which displaced by layoff.

a. Resignation in Lieu of Recall

An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and be entitled only to those rights related to severance from the service.

b. Assignment of Duties to Another

The duties performed by any employee laid off may be assigned to any other employee or employees handling positions in appropriate

classes.

G. Separation after Recall

Layoff for more than one year will terminate reinstatement rights. The employee will be entitled to same severance benefits and pay as are provided in the case of other separations or retirements.

H. Checkout upon Layoff, Separation or Terminations

Any employee who is laid off, terminated, or who separates from the service for any reason, shall not receive his final paycheck until he has turned in his City identification card, has cleared with his department head the disposition of any clothing, tools, or other working materials that have been provided to him by the City, and has completed all exit interviews and forms which may be required by the City Manager.

I. Severance Benefits upon Termination of Employment

The employee who is separated from the service is entitled to receive, in lieu of any other severance payments other than the benefits of a vested retirement program, those accumulations of unused and accrued vacation and sick leave credits as are provided for in this Memorandum of Agreement. If an employee elects to withdraw all compensation due at the time of layoff, he/she must request in writing, total and final severance pay from the City Controller at least ten (10) days prior to the effective date of the layoff. Upon receipt by an employee of such amounts of accumulation, all rights to any further severance pay shall be accrued and accumulated credit for unused vacation or sick leave time, nor any lump sum payment in lieu thereof be counted as sick credit nor be deemed as compensation for purposes of establishing the level of retirement benefits under any retirement plan then in force and effect. If an employee elects to restore time for which he/she

was compensated, he/she must remit any monies received to the City.

ARTICLE 19. COMPENSATION

A. Retirement Contributions

The CITY shall provide Classic California Employees' Retirement Systems (CalPERS) members who are covered by this MOA, the 2.7% at 55 years Retirement Plan of CalPERS. The CITY shall provide employees who are New CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS. The CITY shall continue to pay the employees' 8 % portion of retirement contributions to CalPERS for Classic CalPERS members who are employed in a classification represented by SEIU Local 721. Employees defined as New CalPERS members shall pay their portion of contribution to CalPERS retirement.

Note: Classic members are defined as CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

New members are defined as members who are brought into CalPERS membership for the first time on or after January 1, 2013 and who have no qualifying membership in any other California public retirement system.

B. Adjustments to Compensation

Effective July 1, 2014, Unit members shall receive a three (3%) percent Cost of Living Adjustment to base pay which shall be reflected in the CITY'S salary ranges.

Effective July 1, 2015, Unit members shall receive a three (3%) percent Cost of Living Adjustment to base pay which shall be reflected in the CITY'S salary

ranges.

If any bargaining unit, except Firefighters, receives a total on schedule base compensation package exceeding the amount SEIU agrees to, the difference shall be provided to each unit represented by SEIU.

C. Salary ranges of classifications represented by the Union shall be set as follows:

Classification	**06/30/14**	**07/01/15**	**07/01/16**
Air Conditioning Mechanic	114	117	120
Air Conditioning Service Worker	90	93	96
Anti Graffiti Painter	83	86	89
Assistant Electrician	90	93	96
Automotive Service Worker	62	65	68
Automotive Service Lead Worker	72	75	78
Carpenter	125	128	131
Concrete Crew Leadworker	90	93	96
Concrete Maintenance Worker	74	77	80
Concrete Repair Worker	80	83	86
Custodian	69	72	75
Custodian Leadworker	90	93	96
Electrical Inspector	100	103	106
Electrical Maintenance Worker	77	80	83
Electrician	125	128	131
Engineering Aide	82	85	88
Equipment Operator, Grade I	68	71	74
Equipment Operator, Grade II	76	79	82
Equipment Operator, Grade III	90	93	96
Facility Maintenance Worker I	80	83	86
Facility Maintenance Worker II	85	88	91
Facility Maintenance Worker III	90	93	96
Greenskeeper	82	85	88
Heavy Equipment Mechanic	111	114	117
Laborer	58	61	64
Maintenance Assistant	38	41	44
Maintenance Leadworker	90	93	96
Mechanic	96	99	102
Mechanic Assistant	82	85	88
Mechanic Leadworker	102	105	108
Meter Reader	104	107	110
Meter Repair Worker I	68	71	74
Meter Repair Worker II	76	79	82
Paint Crew Lead Worker	90	93	96
Painter	83	86	89
Park Gardener/Caretaker	103	106	109
Park Gardener/Caretaker Trainee	47	50	53
Parks Maintenance Worker I	80	83	86
Parks Maintenance Worker II	96	99	102

Parks Maintenance Leadworker	108	111	114
Plumber	125	128	131
Public Works Inspector	100	103	106
Public Works Inspector Assistant	82	85	88
Pump Operator	95	98	101
Senior Engineering Aide	97	100	103
Senior Park Gardener/Caretaker	72	75	78
Senior Pump Operator	110	113	116
Sewer Maintenance Crew Lead Worker	92	95	98
Sewer Maintenance Worker	72	75	78
Small Engine Mechanic	82	85	88
Sprinkler Systems Service Worker	80	83	86
Storekeeper	93	96	99
Street Maintenance Lead Worker	90	93	96
Street Sweeper Operator	86	89	92
Street Sub-Foreman	72	75	78
Traffic & Lighting Electrician	125	128	131
Traffic Painter	76	79	82
Traffic Painter Helper	63	66	69
Traffic Sign Maintenance Worker	63	66	69
Traffic Signal Technician	121	124	127
Tree Trimmer	78	81	84
Tree Trimmer Lead Worker	90	93	96
Wastewater Technician	116	119	122
Water Serviceworker I	104	107	110
Water Serviceworker II	117	120	123
Water Serviceworker III	132	135	138

ARTICLE 20. STEWARDS

It is agreed that SEIU, Maintenance and Trades Unit may select one chief steward and five division stewards to represent this Unit. The Union agrees to give the City a written list of employees who have been selected, and such list shall be kept current by the Union.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay and/or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their union activities and roles as stewards.

#10.

Stewards, when leaving their work location/station to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted unless such absence would cause interference in departmental or divisional operations. If such permission cannot be granted at the time so requested, the steward will be immediately informed as to the earliest available time. Before entering a work location, the steward must obtain permission from the responsible supervisor before conducting grievance handling during work hours. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption or interference in operations. If the employee cannot be made available, the steward will be informed as to the time he/she will be made available. The Union agrees that a steward shall not log compensatory time spent performing at the first steps of the grievance process in an effort to resolve the grievance at the earliest possible time and increase communication between the City and the Union.

ARTICLE 21. UNION BUSINESS

Any **bargaining unit members** may be granted time off to perform union functions, inclusive of conferences, conventions, seminars (but precluding local political activity). This time, to be granted without loss of pay, not to exceed an aggregate of 100 hours per fiscal contract year for all such **bargaining unit members** and functions, provided that reasonable request is given to the department manager. Written confirmation must be submitted to department manager after attending any union functions described.

ARTICLE 22. JURY DUTY/SUBPOENAED WITNESS

Any regular or probationary **bargaining unit member** who is called for jury duty, examined for jury duty, or who is summoned to attend court as a subpoenaed witness

shall be compensated at his**/her** regular rate of pay for those hours of absence which occur during his**/her** regularly scheduled working hours, provided that such **bargaining unit member** deposits all fees for such hours, exclusive of any mileage allowance, with the City Controller.

When a **bargaining unit member** is a litigant, paid leave for court appearance of any kind shall not be authorized and such **bargaining unit member** must use any accumulated compensatory time or vacation time before authorized absence without pay for such court appearance.

ARTICLE 23. HOLIDAYS

Full time **bargaining unit members** of this Unit shall receive time off with pay on holidays as designated by the City Council. When a holiday falls on Sunday, the following Monday shall be observed; and when a holiday falls on Saturday, the preceding Friday shall be observed.

The City Manager shall have authority to order all **bargaining unit members** of any department to work on any holiday. A new **bargaining unit member** whose first workday is the day after a City holiday shall not be paid for that holiday. A **bargaining unit member** who is terminating his/her employment with the City for reasons other than paid City retirement and whose last day as a paid employee is the day before a City holiday shall not be paid for that holiday.

In order to receive holiday pay, a **bargaining unit member** must have worked for all or a portion of both the regularly scheduled working assignments immediately prior to and immediately after that holiday, unless such **bargaining unit member** is on paid vacation

or sick leave.

In order to be compensated for holiday time, **a bargaining unit member** must turn in a medical statement from the attending physician explaining illness for the day taken before and/or after the holiday. The City agrees to provide the following paid holidays to **bargaining unit members** of this unit:

Independence Day
Labor Day
Admissions' Day
(Admissions' Day is a floating holiday)
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
(December 25, 2015 is a floating holiday)
New Year's Day
Dr. Martin Luther King Jr. Birthday
Lincoln's Birthday
(Lincoln's Birthday is a floating holiday)
President's Day
Cinco de Mayo
Memorial Day
Employee's Birthday
(Employee's Birthday is a floating holiday)
Cesar Chavez Holiday

(City Council through annual resolutions establishes legal holidays for City Employees).

When a **bargaining unit member** calls in sick on a designated holiday and is scheduled to work on that day; a doctor's statement shall be submitted to the Department together with the time card in order to be eligible for sick benefits. This statement shall specify the date and the nature of the illness.

If the City Council declares a holiday but **bargaining** unit members are unable to observe it due to work requirements, **bargaining unit members** will be granted equivalent time off. If **bargaining unit members** request and are denied the opportunity

to schedule any floating holiday time, the City shall pay for the unused time.

ARTICLE 24. FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budgetary procedures.

The City will not cut the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the Bargaining Unit covered by this Agreement. The City agrees to include in its annual budget request any amount sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures.

This Article and City action hereunder shall not be subject to the established Grievance Procedure, however, the method of implementation of any layoff shall be subject to seniority, layoff and Grievance Procedure.

ARTICLE 25. CONTRACTING AND SUBCONTRACTING

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

The City further agrees that for the term of this agreement, will not layoff, demote and/or decrease the salary of any bargaining unit employee who has completed his or her

probationary period and has regular civil service status at the time of the execution of this Agreement, because of the exercise of its contracting or subcontracting rights, except in the event of an emergency, strike, or work stoppage.

The City agrees to send a request to “Meet and Confer” to the Union, within 15 working days, prior to any final decision to subcontract bargaining unit work, in order to discuss its intent and any unforeseen impacts and hardships. The Union agrees to meet with the City within five working days once notice is received.

ARTICLE 26. STRIKE PROHIBITION

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any unauthorized strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. **Bargaining unit members** in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty.

Disciplinary action, including discharge, may be taken by the City against any employee engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

In the event of an unauthorized strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will promptly, upon notification, attempt to secure an immediate and orderly return to work.

This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Strikes and Lockouts

The Union agrees that during the life of this Agreement, neither the Union, its agents and/or its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The City agrees that during the same period, there will be no lockouts.

Individual employees or groups of employees, who instigate aid or engage in a work stoppage, slowdown, or strike, may be disciplined or discharged at the sole discretion of management.

ARTICLE 27. EMPLOYER RIGHTS

Except as explicitly limited, but, as specifically provided for in this Agreement, the City shall have the exclusive right to take any action it deems appropriate in the management of the City and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the City has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively with the City.

The City shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, and utilization of technology, the organizational structure, the selection, direction, and number of personnel.

In addition, the City specifically reserves the exclusive right in accordance with its judgment to: reprimand or otherwise discipline employees; hire, promote, transfer, and assign employees to work; determine the starting and quitting time and number of hours and days to be worked; maintain the efficiency of employees; close down buildings or any part thereof; expand, reduce, alter, combine, transfer or cease any job, department, operations or service; subcontract any work done by the employees consistent with the City Charter; control and regulate the use of the equipment and other property of the City; determine the number, location and operations of buildings, deviations, and departments thereof, the assignment of work, size and composition of the work force; make or change rules, policies or introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City; direct the employees and established terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement.

The Union agrees that it shall not establish or attempt to enforce upon the City, or any employee, any rules or regulations that would interfere with recognized right of management to carry out the foregoing provisions.

The City hereby agrees to meet and confer on matters relating to wages, hours and other terms and conditions of employment as required by law (Section 3505 of the Government Code).

EFFECT OF LAWS, RULES AND REGULATIONS

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the City and shall be governed by the laws of State of California,

and by the City rules, regulations, directives and orders, issued by properly designated officials.

The Union also recognizes the City's right and obligation to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the City, insofar as such rules, regulations, directives and orders do not conflict with the expressed terms of this Agreement.

RESERVATION OF MANAGEMENT RIGHTS

The enumeration of the rights and duties of the City in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein; and all management rights and management functions not expressly delegated in this Agreement are reserved to the City.

ARTICLE 28. PREVAILING RIGHTS

To the extent that they are not express or necessary interpretation and application covered by the purposes, intents and language of this Agreement, all rights, privileges, obligations and working conditions of employment within the scope of representation presently enjoyed by the **bargaining unit members** within the Unit shall remain in effect and be operative during the term of the Agreement, unless eliminated, enlarged or otherwise modified after the meet and confer process to the extent that such procedures are required by the laws of the State of California.

ARTICLE 29. LABOR MANAGEMENT MEETINGS

The City agrees to convene labor management meetings six (6) times per year for the purpose of informally discussing employment relations issues. At least 72 hours prior to each meeting, the Union shall present to the City a written agenda of topics to be discussed. The Union and the City agree that the meetings will be convened for the

purpose of improving labor management relations and implementing mutually agreeable solutions to issues in dispute. The meetings shall be convened for the purpose of constructive discussion of City work policies and procedures.

Further, the Union and the City agree to discuss the Administration of the Contract during these quarterly meetings.

The intent here is for the parties to keep one another abreast of the day-to-day problems with respect to application of the MOA. It is not intended that any collective bargaining is to take place at these quarterly meetings.

Both parties agree that the added purpose of these meetings to foster improved employer-employee relations, reduce the number of conflicts between the Union and Management through improved communications and set the tone for negotiations at the expiration of the MOA.

ARTICLE 30. ZIPPER CLAUSE

This Agreement sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing Memoranda of Agreement, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

The parties acknowledge that during the negotiations which resulted in this Agreement,

each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Notwithstanding the above, the parties agree to meet and confer upon mutual agreement. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 31. RETIREMENT

The CITY shall provide Classic California Public Employees' Retirement System (CalPERS) members[1] who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The CITY shall provide employees who are New CalPERS members [2] who are covered by this MOA, the 2% at 62-retirement plan of CalPERS.

ARTICLE 32. VACATION

Bargaining unit members of this Unit may use vacation leaves after the satisfactory completion of six months of continuous service with the City. Permanent full time **bargaining unit members** accrue vacation according to the limitations described in the Personnel Rules and Regulations and the following schedule, and permanent part time employees accrue vacation according to the limitations described in the Personnel Rules and Regulations and at one-half the amounts listed in the following:

6 months to 5 years of service	6.667 hours per month
5 to 9 years of service	10.00 hours per month
10 to 14 years of service	14.00 hours per month
15 or more years of service	17.333 hours per month

Bargaining unit members may convert up to 80 hours of accrued vacation time to cash provided the Unit member has in excess of 400 hours of accrued unused vacation time, upon the City Manager's approval.

ARTICLE 33. EMPLOYMENT OPPORTUNITIES

Vacancies in the Classified Service shall be filled by the method prescribed in Rule 6.2A

[1] Classic members are defined as current CalPERS members who were active prior to January 1, 2013 or individuals from reciprocal agencies who were active prior to January 1, 2013.
[2] New members are defined as new hires who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement system.

and 6.6A of the City of Compton's Personnel Rules and Regulations. The City agrees to post an employment opportunity bulletin for at least ten (10) working days to announce vacancies for any newly created unclassified positions which are deemed comparable or similar to any position represented by SEIU, LOCAL 721 (excluding positions created in the following offices: Mayor and Council, City Manager and City Attorney).

ARTICLE 34. TOOL ALLOWANCE

Upon completion of the **bargaining unit member's** requisite probationary period, the City agrees to provide an annual tool allowance of $400.00, which will be paid every three years, to all classifications required to purchase and maintain their own tools.

ARTICLE 35. BILINGUAL PAY

A. The City agrees to pay $34.62 bi-weekly ($75.00/month) to **bargaining unit members** when assigned to provide bilingual services. **Bargaining unit members** shall be required to pass a qualifying examination administered by the City to determine proficiency for bilingual assignment. **Bargaining unit members** committed to the bilingual assignments shall be obligated to provide such service to the City as needed.

B. A differential of $65.00 bi-weekly will be paid to **bargaining unit members** who obtain a certificate showing oral and written competence in Spanish from an institution in the state of California approved by the Human Resources Department, when assigned to provide bilingual services. **Bargaining unit members** currently receiving bilingual pay under the provisions of "A" above will be eligible to receive payment of $65.00 bi-weekly if they can demonstrate written competence in Spanish as determined by the Human Resources Director.

ARTICLE 36. EDUCATIONAL REIMBURSEMENT

The City shall reimburse **bargaining unit members** for tuition and books up to a maximum of $1,500.00 per fiscal year, providing that the **bargaining unit members** enrolled in educational institutions which comply with provisions of the City's general education reimbursement policy. In no case shall **bargaining unit members** receive reimbursement above actual costs on any expenditure, nor will applications be considered if the **bargaining unit member** is receiving funds for the same course from any other source (GI Bill, scholarships, etc.). Applications will only be considered from full-time City employees who have completed their initial probationary period.

A. Payment

1. Employees enrolling in courses eligible for tuition reimbursement may be required to apply, for funds for said purpose from alternate sources, if available. Such sources may include, but is not limit to, State and Federal governments, inclusive of scholarship monies and Veteran's benefits programs.

2. Reimbursement shall cease whenever an employee is promoted to a position with the CITY where the education level earned is an established prerequisite for the position.

3. Whenever an employee is required by the CITY to enroll in a course in order to obtain the requisite skills which have been determined to be necessary in order to effectively function in the job, he/she shall be fully reimbursed by the CITY.

B. All Courses Eligible for Payment Under this Section Shall

Be reviewed and approved by the employing department and the Human Resources Department prior to enrollment in the course.

Be initiated and completed while in the employ of the City of Compton.

Be completed at the minimum letter grade of "C" or with a "pass" if enrolled on a pass/fail basis.

Reimbursement shall be made only for course work, which is completed at accredited high schools, junior colleges, colleges or universities, trade schools, or through other institutions approved by the Human Resources Department.

Approval of an application for reimbursement is contingent upon availability of funds and the employee's successful completion of the course as specified in these provisions.

C. Procedure

1. The employee should make every effort to obtain an "After Hours Education" application at least one month prior to enrolling classes. Employee requests are to be placed on an eligibility list for this program. The employee submits the application to the department manager.

2. The department notes whether the course is job related or promotion related, then approves or disapproves the application and forwards such to the Human Resources Department.

3. The Human Resources Department examines the application noting the department manager's recommendation, and secures a cost estimation of the course.

4. If the application is disapproved, notice is sent to employee, stating the reasons for disapproval. If approved, the Human Resources Department briefs the employee on the reimbursement procedure. The employee submits receipts for tuition, books, and application fees to the Human Resources Department within three weeks after beginning classes.

5. The Human Resources Department records and returns the receipts to the employee.

6. Upon successful completion of the course, the employee submits to the Human Resources Department a transcript of the course grade (or completion certificates).

7. The Human Resources Department records and returns the grade (or

certificate of completion) to the employee and submits a request for warrant to cover the expenses allowed by the policy statements.

8. The Human Resources Department sends a congratulatory letter to the employees for successful completion of the course.

9. A record of the courses completed and grades attained are prepared; one copy is placed in the employee's personnel file, and a copy is forwarded to the department manager.

ARTICLE 37. CERTIFICATION / LICENSES

The City shall pay the cost for any special license or certificate required for the performance of job duties. The City shall also provide release time where necessary for employees to take tests and/or training for such documents.

ARTICLE 38. DURATION

This Agreement shall be in full force and effect, commencing July 1, 2014, and concluding on June 30, 2016, subject to reopener meet and confer sessions for Article 9 (Health and Welfare Benefits), at which time, all terms and conditions agreed to in this Memorandum of Agreement shall remain in effect until a successor Memorandum of Agreement is agreed to, or until such time as the City may implement changes in this Memorandum of Agreement by unilateral implementation through impasse.

ARTICLE 39. PERSONNEL FILES

The official personnel file of each **bargaining unit member** shall be maintained by the City's Human Resources Department. A **bargaining unit member** and/or a Union Representative/Steward authorized by the **bargaining unit member** may review and/or obtain copies of any documents from the **bargaining unit member's** personnel file. Copies of any "derogatory" written material shall be provided to the affected **bargaining**

unit member before it is placed in the personnel file. The **bargaining unit member** may be given an opportunity, during normal working hours and without loss of pay, to review and initial the material, if such time will not interfere with departmental operations and with prior approval from the **bargaining unit member's** Department Manager. It is agreed that the City will review personnel files for **bargaining unit members** covered by this Agreement annually, to remove and/or seal (whichever is appropriate) any reprimands or infractions (excluding serious disciplinary matters, i.e. suspensions, demotions, and dismissals) which are at least four years old and have not been repeated in a two-year period, or which are internally generated complaints, which are at least two years old and have not been repeated within that time.

ARTICLE 40. SAFETY BOOT/SHOE ALLOWANCE

Permanent **bargaining unit members** shall receive up to $200.00 a year for shoes/safety boots upon the presentation of a receipt to the Unit member's supervisor.

ARTICLE 41. SAFETY

City management will make every reasonable effort to provide safe working conditions, and the Union will require that all unit members perform their duties in a safe manner. As long as needed, City management shall continue to provide unit members safety clothing and safety devices. When issued, unit members shall utilize such safety clothing and safety devices. In addition, each unit member shall be responsible for promptly reporting to his/her immediate supervisor any observed unsafe practice or condition. City management shall advise the unit member of the action or correction that will be taken.

Subject to the foregoing, this Memorandum of Agreement is hereby executed by the authorized representatives of the City of Compton and the Union, and entered into this

_____day of_____2015.

FOR THE CITY:	FOR THE UNION:
_____	_____
JOHNNY FORD	JAMES WALKER
CITY MANAGER	PRESIDENT, LOCAL 721
_____	_____
CRAIG CORNWELL	RENE ANDERSON
CITY ATTORNEY	UNION REPRESENTATIVE, NEGOTIATOR

_____
ALITA GODWIN

CITY CLERK

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RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF UNDERSTANDING (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721, MAINTENANCE AND TRADES UNIT, FOR FISCAL YEARS 2015 - 2016**

Kelly Montgomery — **2/25/2015 11:33:30 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Craig Cornwell — **2/26/2015 6:54:42 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **2/26/2015 12:42:00 PM**
CITY CONTROLLER — DATE

Kelly Montgomery — **2/25/2015 11:40:19 PM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 3, 2015

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721, PUBLIC SAFETY AUXILIARY, AFL-CIO FOR FISCAL YEARS 2015 - 2016**

SUMMARY

The City Council will consider this resolution adopting a two-year employment contract (Memorandum of Agreement) between the City of Compton and SEIU Local 721, Public Safety Auxiliary.

BACKGROUND

The City of Compton has four union locals that represent the majority of its Miscellaneous (Non Sworn) employees. The proposed Memorandum of Agreement (MOA) is for SEIU Local 721, Public Safety Auxiliary, representing security officers in the City of Compton.

The previous union contract between the City and SEIU Local 721 expired on June 30, 2012. In January 2012, the City and SEIU Local 721 agreed to a side letter of agreement modifying the terms of the MOA for a period of two years.

STATEMENT OF THE ISSUE

Over the past months, the City has been negotiating with SEIU Local 721 regarding salary and benefits and has come to agreement. SEIU Local 721 has met with its members and voted to approve the terms of the contract agreed to during negotiations. The proposed MOA must now be approved by the City Council at which point it may be executed and implemented.

This MOA is for a two-year term and provides for the following salary adjustments:

- 3% Cost of Living Adjustment (COLA), effective July 1, 2014
- 3% COLA, effective July 1, 2015

Health, dental, vision and vacations benefits have been updated to current levels. On July 1, 2014 the City reinstituted the employee benefits suspended during the two-year side letter of agreement. There were no changes to the educational incentives. In addition, the City Council has approved through resolution the holiday schedule. Further, staff intends to bring a separate resolution making comparable adjustments to the salary and benefits of unrepresented classifications.

FINANCIAL IMPACT

The cost for the MOA with SEIU Local 721 for Fiscal Year 2014/2015 is approximately $164,253. The cost for the two-year MOA agreement is $334,937. This cost will be covered with funds from the Employee Medical and Labor Compensation Fund, General Fund and other Non-General Fund sources.

RECOMMENDATION

Staff recommends that the Council approve the attached resolution adopting the MOA for the SEIU Local 721, Public Safety Auxiliary.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721, PUBLIC SAFETY AUXILIARY, AFL-CIO FOR FISCAL YEARS 2014 -- 2016

WHEREAS, the City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Milias-Brown Act; and

WHEREAS, the negotiations have resulted in an agreement with the City of Compton and SEIU, Local 721, Public Safety Auxiliary; and

WHEREAS, it is in the best interest of the City to adopt this agreement as proposed; and

WHEREAS, funds have been allocated in all City Departments' Fiscal Year 2014-2015 annual budgets for this agreement and will be appropriated each of the subsequent Fiscal Years' budgets.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of Compton does hereby approve the MOA executed by the representatives of SEIU Local 721, Public Safety Auxiliary, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That the City Manager is hereby directed to execute and implement the MOA in accordance with the provisions of this resolution.

SECTION 3. That this Resolution and the MOA referenced herein supersede any provisions of previously adopted City policies that conflict with the provisions of this MOA.

SECTION 4. That the monthly salary range for each of the classifications covered by the SEUI Local 721, Public Safety Auxiliary MOA is hereby fixed and established in accordance with Article 28 of this MOA.

SECTION 5. That the monthly retirement contribution for each of the classifications covered by SEIU Local 721, Public Safety Auxiliary MOA is hereby established in accordance with Article 28 of this MOA.

SECTION 6. That a certified copy of this resolution shall be forwarded to the City Attorney, City Clerk, City Manager's Office, the City Controller's Office and the Human Resources Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2015.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2015.

That said resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

MEMORANDUM

OF

AGREEMENT

CITY OF COMPTON, A MUNICIPAL CORPORATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #721,

AFL-CIO

PUBLIC SAFETY AUXILIARY

JULY 1, 2014

TO

JUNE 30, 2016

PREAMBLE

This agreement is entered into by and between the City of Compton, California, hereinafter referred to as the Employer**,** and Service Employees International Union (S.E.I.U.), Local #721 Compton Public Safety Auxiliary Unit, hereinafter referred to as the UNION, pursuant to the terms of Council Resolution #10,471 of the City of Compton.

The Personnel Rules and Regulations, adopted November 6, 1979, by Resolution #12,522, shall be applicable to employees of this Unit. It is specifically understood that the expressed terms of this agreement prevail where provisions are inconsistent. All references to employees of this agreement designate both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 1. RECOGNITION

Section 1. Service Employees International Union, Local 721, is hereby acknowledged by the City as an affiliate of Compton Public Safety Auxiliary Unit for the purposes of negotiation and representation for the full-time, permanent employment classifications within the Unit. The Unit as presently established, consists of the classifications listed in ARTICLE 28.

Section 2. The **C**ity shall recognize the Unit for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code, Section 3500 et seq.

ARTICLE 2. SCOPE OF REPRESENTATION

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of merits, necessity or organization of any service, or activity provided by law or executive order.

ARTICLE 3. PAYROLL DEDUCTIONS

A. Payroll Deductions for Union Membership Dues

It is mutually agreed that the City will deduct union membership dues and assessments twice each month, in an amount certified to be current and correct by the Treasurer of the Union, from the pay of those **bargaining unit members** who individually authorize, in writing on the City's form, that such deductions shall be remitted by the City to the Treasurer of the Union. This authorization shall remain in full force and effect as specified in Council Resolution Number 10,471.

B. Voluntary Contributions to SEIU Local 721 Political Action Panel

Bargaining unit members may make voluntary political contributions to the SEIU Local 721 Political Action Fund through payroll deductions. **Bargaining u**nit members wishing to make such contributions shall do so on an authorization card that the Union shall furnish. The card will clearly indicate that 1) purpose of the payroll deductions is to contribute to the SEIU Local 721 Political Action Fund, and 2) the contribution is totally voluntary. Notwithstanding any other provision in this Agreement, any authorization for political contributions to the SEIU Local 721 Political Action Fund may be revoked at any time.

C. Hold Harmless

The Union (S.E.I.U.) agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of payroll deductions or transmittal of such funds to the Union.

D. AGENCY SHOP AGREEMENT

1. All permanent, non-probationary, non-management, non-police officers, and non-confidential employees who are represented by the Union or who attain such status after the effective date of this Agreement, and who chose not to become members of the Union, shall be required to pay to the Union, as a condition of employment, a representation service fee that represents each such employee's proportionate share of the Union's cost of meeting and conferring and administering this Agreement **effective** after an employee attains such status, or after the union has provided such employees and the City with the legally requisite expenditure information described below, whichever is latest. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Union members. The City agrees to deduct such fees,

in accordance with the law and the provisions of this section, **through** a bi-weekly payroll deduction.

2. The representation service fee arrangement provided by this section may be rescinded by a majority vote determined in a secret ballot election in which all employees in the unit are eligible to vote provided that: 1) a request for such vote is supported by a petition containing the signatures of at least 30% of all employees; and 2) the vote may be taken at any time during or after the term of this Agreement, but in no event shall there be more than one vote taken during any calendar year. The sufficiency of a petition shall be determined, and the election shall be conducted, by the State Mediation and Conciliation Service if the Union and the City cannot agree on the selection of another neutral person or entity to conduct the election. The Union and the City shall split the costs, if any, for conducting such an election.

3. n employee who is subject to the payment of a representation service fee hereunder, shall have the right to object to any part of that fee payable by him or her which is in aid of Political Action committees, or of activities or causes of a partisan political or ideological nature, or that is applied toward the cost of benefits available only to Union members, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering this Agreement.

4. The Union shall be fully responsible for expending funds received under this article in a manner that is consistent with all legal requirements and limitations for expenditures of representation service fees or employee dues,

which are applicable to public sector labor organizations. Prior to an employee having any obligations to pay a representation service fee hereunder, the Union shall make available a detailed financial report in the form of a balance sheet and an operating statement certified as to its accuracy and completeness by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A timely copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement. The Union agrees to update and provide this financial information to employees and the City on or before September 1 of each calendar year. This financial information must itemize and adequately describe all categories of expenses. This financial information must cover local expenditures as well as uses made by county, state, national and international organizations with which the Union is directly or indirectly affiliated and to whom the Union transmits a portion of its dues and/or representation service fee funds.

5. The Union shall make available, at its expense, an expeditious administrative appeals procedure to employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made and the impartial decision-maker jointly selected by the Union and the objecting employee(s). The Union shall make available a copy of such procedure to employees and the City prior to the time that any employee becomes subject to the payment of representation service fees.

6. Any employee who is a member of a bona fide religious body, or sect which has historically held conscientious objections to joining or financially

supporting employee organizations shall not be required to pay the representation service fees described in this section. This exemption shall not be granted unless and until such employee has certified his or her bona fide membership under penalty of perjury. Such employee must, instead arrange with the Union to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee. Proof of such payments shall be submitted to the City on a monthly basis as a condition of continued exemption from the representation service fee requirement.

7. When an authorized agent of the City is served with written notice by an employee or employees, or by the Union, that a dispute exists involving employee rights with respect to: 1) representation service fee expenditures or associated Union obligations; or 2) the employee exemption described in this section, the City and/or the Union shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise, in writing, the other and the complaining employees. The City shall not be obligated to take any other or further action pending the resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of a legally binding settlement agreement between the employee(s) and the Union, or non-appealable final judgment of an administrative agency, the Public Employment Relations Board and/or court of competent jurisdiction. The sole obligation of the City with respect to such disputes is as set forth in this paragraph. The city shall not be made a party to administrative or court proceedings, except to the limited extent when such administrative body and/or court determine such to be

necessary for the purpose of enforcing its order or judgment. In such event, the Union shall pay the City's attorneys' fees and costs, as further described in this section.

8. Whenever an employee shall be delinquent in the satisfaction of his or her obligations as described in this section, the Union shall simultaneously give both the employee and the City's **Human Resources** Director written notice thereof, which notice shall give the employee 15 days to cure the delinquency. In the event the employee fails to cure said delinquency the Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

9. The City shall not be obligated to make the bi-weekly payroll deductions described in this section during any period when an employee is an unpaid status, or does not have enough earnings to pay the dues or fees. Notwithstanding any other provision in this Agreement, an employee's failure to make sufficient earnings to pay the representative service fee does not constitute grounds for termination.

10. The parties acknowledge that the Unit does not contain management, supervisory, confidential or peace officer employees, and that the law precludes the parties from applying agency shop requirements to such employees.

11. Except as provided herein, representation service fees that the City withdraws from payroll shall be transmitted to the Union Officer designated in

writing by the Union as the person authorized to receive such funds, at the address specified.

12. The representation service fee obligations described in this section shall continue in effect, unless rescinded pursuant to the procedure described in this section, for only as long as the Union is the recognized collective bargaining representative of those in the Unit, notwithstanding the expiration of the Agreement between the City and the Union.

13. The Union hereby agrees to defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article. The Union's indemnify liability obligation is more fully set forth as follows:

a. The Union shall defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of the Article. Upon commencement of such legal action, administrative proceeding, or claim, the Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its officers and employees because of any application of this Article shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Association shall not diminish the Union's defense and indemnification obligations under this Agreement.

b. The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Union of such action, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action and fully cooperate with the Union in providing all necessary employee witnesses and assistance necessary for such defense. The cost of any such assistance shall be paid by the Union.

The Union, upon its compromise or settlement of such action or matter shall timely pay the parties to such action all such sums due under such settlement or compromise. The Union, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owning under such order and judgment.

ARTICLE 4. NON- DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employees because of race, religious opinions or affiliations, creed, color, sex, age, disability, national origin, ancestry, political affiliation, or union activities as defined by applicable sections of the California Government Code (Meyers-Milias-Brown Act).

ARTICLE 5. BULLETIN BOARDS

The parties agree that the Union will be allowed continual use of bulletin boards presently used. The Union shall submit a copy of each notice prior to posting, in order to keep the employer informed of the material, which is being posted.

ARTICLE 6. REASONABLE NOTICE

It is mutually agreed that the City will provide reasonable notice of any action to be taken by the City Council/Personnel Board, which may affect **bargaining unit** members of the Unit by forwarding a copy of the City Council and/or Personnel Board Agenda to the Union.

ARTICLE 7. PERSONAL LEAVE

Effective upon adoption of this Agreement, each **bargaining u**nit member shall be allowed to designate up to five days (currently 45 hours) of accrued sick leave as personal leave per calendar year. **Bargaining u**nit members shall be allowed to use this leave for personal business. **Bargaining u**nit members shall give at least one (1) days notice, where possible of any intended use of personal leave. The only specific prohibition for the use of personal leave is that it cannot be used to provide for the three (3) days waiting period for worker's compensation claims. Personal leave days may not accumulate from year to year.

#11.

ARTICLE 8. BEREAVEMENT LEAVE

In the event of death in "immediate family" ("immediate family") shall mean spouse, mother, father, son, daughter, sister, brother, grandmother, grandfather, current mother-in-law, current father-in-law, stepchildren, stepmother, stepfather, registered domestic partner, spouse's brother, spouse's sister, spouse's parents, spouse's grandparents, spouse's son-in-law and spouse's daughter-in-law), a **bargaining unit member** of the Unit shall be entitled to bereavement leave of three (3) days with pay. In the event of the death of a relative not considered in the immediate family, a **bargaining unit member** may take the necessary leave to attend the funeral. This leave may be charged against sick time accrued. If there is no accrued sick time, the **bargaining unit member** should then request vacation time in accordance with the vacation request procedures. The City reserves the right to verify leave taken pursuant to this section. . If bereavement leave requires the unit member to travel outside the State of California, the unit member shall be allowed to take up to five days of sick leave to cover the absence from work.

ARTICLE 9. SICK LEAVE BANK PAYMENTS UPON SEPARATION

Effective with the Resolution adopting this agreement, upon separation from service due to termination for any reason other than disciplinary causes, each **bargaining unit member** employee shall be entitled to receive as severance pay (calculated at the final level of compensation), a proportion of sick leave bank credits representing accumulated and unused sick leave accrual in accordance with the following schedule:

	Severance Pay Proportion of Sick Leave Bank	
LENGTH OF SERVICE	**Up to 800 hrs.**	**Over 800 hrs.**

0 through 4 years	10%	0%
5 through 9 years	25%	0%
10 through 14 years	50%	25%
15 through 19 years	75%	50%
20 through 24 years	100%	75%
25 years or more	100%	100%

Bargaining unit members hired on or after July 1, 2014 shall not be entitled to the 0-4 years benefit.

After payment of the severance amount, calculated as prescribed above, all accumulated sick leave shall be permanently lost and no other payments shall be made in lieu thereof.

A) Severance pay will be granted only one time during the lifetime of any one employee.

B) The total severance pay to which each **bargaining unit member** may be entitled, based upon this Rule shall be actually paid in installments on each regular City pay day, in an amount not in excess of the compensation to which the **bargaining unit member** would have been entitled, if still employed until the entire severance pay entitlement has been exhausted.

ARTICLE 10. HEALTH/WELFARE BENEFITS

A. Medical Insurance Coverage

For the term of this agreement the City shall pay up to the maximum of the Los Angeles Region Kaiser Family rate. The City's actual contribution

for each Unit member shall be based upon the **bargaining u**nit member's enrollment in, a plan provided through the City's contract with Public Employees' Retirement System (PERS) and status as:

1. Employee only
2. Employee and 1 dependent
3. Employee and 2 or more dependents

At the City's request, **bargaining u**nit members shall submit verifiable proof of dependency for anyone they seek to cover. Acceptable proof includes, but is not limited to: marriage license, last IRS 1040 form, and certificates of birth. This shall apply to all **bargaining u**nit members who are currently enrolled, as well as new hires.

B. <u>Dental Insurance</u>

1. For the term of this agreement, the City shall provide full payment for Citywide pre-paid plans for <u>each **bargaining u**nit member for</u> any Citywide <u>dental</u> indemnity plan. Dental coverage is available for employees and eligible dependents.
2. It is specifically understood that **bargaining u**nit members shall pay any and all additional premium increases related to the orthodontic benefits and additional options not provided for in excess of the Citywide basic plan, through monthly payroll deductions.

INTENT: It is the intention of the Article to specify the City's obligations in paragraph "1" and the unit member's responsibilities in paragraph "2".

C. State Disability Insurance

The City agrees to provide State Disability Insurance (SDI) at no cost to **bargaining u**nit members.

D. Life Insurance

The City shall provide life insurance for **bargaining u**nit members in the amount of $40,000.

E. The City shall not contribute towards any benefits when **bargaining u**nit members are on unpaid status, or on suspension during the time the deductions are made except as provided by law.

F. Vision Insurance

The City shall provide a city-wide vision plan. Vision coverage is available for **bargaining unit members** and eligible dependents.

G. Administration of Fringe Benefits

The City reserves the right to select, change, administer, or fund any fringe benefits program involving insurance that now exists or may exist in the future during the term of Agreement. In the administration of fringe benefits programs involving insurance, the City shall have the right to select the insurance carrier or other method of providing coverage to fund insurance benefits described herein during the term of this Agreement. The City shall meet and confer with the Union prior to any change of insurance carrier or method of funding coverage for any fringe benefits during the term of this Agreement. No change in insurance carrier or methods of funding coverage shall result in the reduction of benefits to any **bargaining unit member** covered by this Agreement unless agreed to by both parties

H. Parity

If any other employee organization that the City has formally recognized pursuant to Resolution No. 10,471 negotiates an increase in the health insurance benefits described in the Article for another City bargaining unit, the City will provide that increased benefit to **bargaining u**nit members on the same terms and conditions that apply to the other unit.

I. Reopener

Either the City and/or SEIU may reopen this memorandum of agreement effective July 1, 2015 for the purpose of adjustment to health and welfare benefits.

ARTICLE 11. OVERTIME

Whenever a **bargaining unit member** is required by the City to work on a "recognized holiday"**,** the City agrees to compensate holiday pay at double-and one-half times the **bargaining unit member's** regular hourly rate for all hours worked on the specified holiday, provided that the **bargaining unit member** is not absent or on sick leave within 48 hours after such time worked. If a **bargaining unit member** uses sick leave within 48 hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the **bargaining unit member** does not provide verification of sickness, he will be paid at double the **bargaining unit member's** regular hourly rate for all hours worked on the specified holiday. Time worked in excess of a regular work week/day, if to be paid overtime, shall be paid on the day immediately following the period overtime is earned, or at the **bargaining unit member's** discretion accrued as compensatory time (up to a maximum of 150 hours).

Bargaining unit members who have accumulated compensatory time in excess of 150

hours as of the ratification of this Agreement will not be allowed to accumulate any comp time until their accumulated comp time has been reduced below 150 hours. A week shall be defined as beginning at 12:01 A.M. Sunday and ending at 12:00 midnight the following Saturday. Given reasonable notice, **bargaining unit members** of this Unit shall perform overtime work as requested by the Department Manager. Requests for the use of compensatory time must be submitted in writing--in advance of intended use--and will be granted upon mutual agreement between the **bargaining unit member** and the supervisor.

ARTICLE 12. NIGHT DIFFERENTIAL

Effective upon adoption of this agreement, it is agreed that the City pay a night differential at the rate of ten% above base salary to **bargaining unit members** of this Unit who work between the hours of 3:00 P.M. and 7:30 A.M. subject to the following conditions:

1. Any **bargaining unit member** who works 4 or more hours between the hours of 3:00 p.m. and 7:30 a. m. shall receive the night differential for their entire shift.
2. Any **bargaining unit member** employee who works less than 4 hours between the hours of 3:00 p.m. and 7:30 a.m. shall receive the night differential for those hours worked during the qualifying period.
3. The night differential shall be continued on days that the **bargaining unit member** does not work but is on paid status, however, the city shall discontinue the differential payment when the **bargaining unit member** is in paid status but absent from

work more than 10 days.

ARTICLE 13. SENIORITY

A. Service Seniority is interpreted and defined as length of continuous service in a respective classification or in a promotional classification within the same occupational family group.

B. Seniority will be the determining factor in resolving (1) vacation requests, (2) shift assignments, and (3) days off from among qualified **bargaining unit members.** A qualified **bargaining unit member** is one who has an acceptable performance evaluation report.

C. Under emergency and temporary conditions, the employer may change shift assignments and days off without regard to Paragraph # (B). Upon request, such changes will be a proper subject for discussion between the City and the Union.

ARTICLE 14. UNIFORM ALLOWANCE

Effective July 1, 2009, the City agrees to provide an annual uniform allowance of $850.00 to be paid semi-annually (September and March) each year during this Agreement to each **bargaining unit member** of this Unit. The City also agrees to provide two (2) uniforms to new **bargaining unit members** upon commencement of probation. Said uniform shall consist of: one (1) shirt, (short/long sleeved); one (1) necktie; one (1) leather belt; one (1) skirt/pant; one pair of shoes, and one patrol jacket. **Bargaining unit members** shall, therefore, be required to wear their uniforms at all times while on duty, unless written request for waiver is approved by the Department Head or his designee.

Permanent **bargaining u**nit members shall receive up to $200 per year for safety boots upon the presentation of a receipt to the **bargaining u**nit member's supervisor.

ARTICLE 15. UNION BUSINESS

Bargaining unit members elected to Union office may be granted time off to perform Union functions, inclusive of conferences, conventions, seminars, without loss of pay, not to exceed an aggregate of 100 hours per fiscal year for all such **bargaining unit members** and functions, provided that reasonable **notice of the** request is given to the supervisor.

Written confirmation of attendance must be submitted within five working days to the **bargaining u**nit member's supervisor after attending any union functions herein described. Confirmation shall include the dates and times of attendance on appropriate letterhead executed by the provider of the function.

ARTICLE 16. MOVE-UP ASSIGNMENT

All **bargaining u**nit members shall receive move-up pay after a one-time completion of a ten (10) day training/qualifying period in any higher job classification. Any prior acting assignments will be counted toward the satisfaction of the ten (10) day training requirement for each higher job classification.

An acting or move-up assignment must be initiated by a Personnel Action Form and must be a minimum of one work day as defined by a **bargaining unit member's** regularly assigned work schedule. Personnel Action Forms showing the completion of a minimum of ten (10) days move-up or acting in any/each higher job classification will

satisfy the requirement of the training period.

After the successful completion of the ten (10) day training period, whenever a **bargaining unit member** of the Unit is given an acting assignment to that position, the **bargaining unit member** shall receive compensation fixed by the **bargaining unit member's** employee's Department manager. Compensation shall be fixed within the higher salary range of the position moved up to, and shall be an increase of not less than five (5) percent of the **bargaining unit member's** employee's regular base pay.

ARTICLE 17. JURY DUTY/SUPOENAED WITNESS

Any regular or probationary **bargaining unit member** who is called for jury duty, examination for jury duty, or who is summoned to attend court as a subpoenaed witness, shall be compensated at his regular rate of pay for those hours of absence which occur during their regularly schedule work hours provided that such **bargaining unit member** deposits all fees for such hours, exclusive of any mileage allowance, with the City Controller. **Bargaining unit members,** who are summoned to attend court as a subpoenaed witness, on behalf of the City, on a date that is a regularly scheduled day off, shall receive compensatory time off at a rate of time and one-half.

COURT TIME POLICY –**B**argaining unit **members** shall be compensated for court time in accordance with departmental procedures.

ARTICLE 18. GRIEVANCE PROCEDURES

It is recommended that the following procedures be applicable to **bargaining unit** members of the bargaining Unit:

A. Purpose of Grievance Procedures:

1. To promote improved employer-employee relations
2. To provide that grievances shall be settled as near as possible to the point of origin.
3. To provide that the grievance procedures shall be as informal as possible.

B. A "grievance" shall be defined as a question (or claim) raised by an employee against the employer arising out of the (1) meaning, (2) interpretation, or (3) application of the express provisions of the Memorandum of Agreement.

A) Grievances, as herein defined, shall be processed in the following manner:

Step 1 (Informal)

An employee's grievance must be submitted to his/her first line supervisor or equivalent immediately in charge of the aggrieved employee (as identified by the Department Head) within ten (10) business days after the event-giving rise to the grievance. The supervisor will give his or her answer to the employee by the end of the tenth business day following presentation of the grievance and the giving of such answer will terminate Step 1. The ten (10) business day's requirement may be waived by mutual consent of the parties involved.

Step 2

If the grievance is not settled in Step 1**,** the employee and his/her representative, if any, shall within fifteen (15) working days after the termination of Step 1**,** appeal in writing on the City-provided form to the Department Head or equivalent. The Department Head shall schedule a meeting to take place within ten (10) business days from the date the grievance is referred to Step 2. The Department Head or equivalent may invite other members of management to be present at such meeting. The Department Head or

equivalent will give a written reply by the end of the tenth business day following the date of the meeting, and giving of such reply will terminate Step 2.

Step 3 (City Manager's Office/Personnel Department)

If Step 2 does not resolve the grievance, the employee may appeal the grievance in writing on the City-provided form, to the City Manager's Office/Human Resources Department. The grievance shall be submitted within fifteen (15) business days of receipt of the response given in Step 2. The City Manager or his/her designee will respond to the employee within fifteen (15) business days of receipt of the grievance. The decision of the City Manager shall terminate Step 3. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance **is** not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next level. The time limit in each step may be extended by prior mutual written agreement of the City and the employee at each step.

ARTICLE 19. ARBITRATION

Grievances which are not settled pursuant to the established procedures above, and where all informal, internal means of settlement have been exhausted unsuccessfully, and which either party desire to contest further, shall be submitted to arbitration as provided below:

A. The matter will go to arbitration if either party files with the other in writing, a demand for such further proceedings within fifteen (15) business days

after the decision provided for by Step 3 of grievance procedures. As soon as possible, and in any event not later than ten (10) days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven arbitrators submitted by the State Mediation and Conciliation Service, by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

B. The arbitrator shall have no power to amend, change, add to, or subtract from any of the Terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

C. The award of the arbitrator shall be binding for all grievances as defined by this Agreement. For grievances resulting from suspensions, and dismissals, the decision and award are advisory to the City Manager and City Council.

D. The arbitrator may hear and determine only one grievance at a time without the expressed agreement of the City and the grievant's representative.

E. The parties shall share equally the expense of the cost of arbitration, with the exception of their own counsel's fees and witness services. Also,

any copies of transcripts of the proceedings other than that provided to the arbitrator will be paid solely by the requesting Party.

Both parties agree to request the City Attorney to review the arbitration process, and if needed, recommend changes.

ARTICLE 20. ACCESS TO WORK STATION

The City agrees to grant official representatives of the Union the access and right-to discuss grievances or problems arising under the terms of this Agreement with **bargaining unit members** of this Unit during working hours. It is agreed that there will be as little interference as possible by the Union's business representatives and stewards during the working hours of all such employees. It is agreed that the Public Safety Unit may select a reasonable amount of stewards to represent this Unit, but not to exceed one steward for every ten members. The Union agrees to give the City a written list of employees who have been selected as stewards, and such list shall be kept current by the Public Safety Auxiliary Unit. It is agreed that the steward be permitted to conduct a reasonable amount of time toward Union business relative to grievances during working hours without loss of pay, if such time will not interfere with departmental operations and with prior approval from the employing department manager. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of his/her activities and role as a steward.

The City agrees to permit the Union to use City facilities to conduct business meetings when such facilities are available and requested in a timely manner.

ARTICLE 21. LABOR MANAGEMENT MEETINGS

The City agrees to convene labor management meetings six (6) times per year for the purpose of informally discussing employment relations' issues. At least 72 hours prior to each meeting, the Union shall present to the City a written agenda of the topics to be discussed. The Union and the City agree that the meetings will be convened for the purpose of improving labor management relations and implementing mutually agreeable solutions to issues in dispute. The meeting shall be convened for the purpose of constructive discussion of City work policies and procedures.

Further, the Union and the City agree to discuss the administration of the contract during these quarterly meetings. The intent here is for the parties to keep one another abreast of the day-to-day problems with respect to application of the MOA. It is not intended that any collective bargaining is to take place at these quarterly meetings. Both parties agree that the added purpose of these meetings to foster improved employer-employee relations, reduce the number of conflicts between the Union and Management through improved communications and set the tone for negotiations at the expiration of the Memorandum of Agreement.

ARTICLE 22. EDUCATIONAL REIMBURSEMENT

The City shall reimburse **bargaining unit members** for tuition and books up to a maximum of $1,500.00 per fiscal year, providing that the **bargaining unit members** enrolled in educational institutions comply with the provisions listed herein. In no case shall **bargaining unit members** receive reimbursement above actual costs on any expenditure, nor will veterans be eligible to participate while receiving financial remuneration through the GI Bill.

ARTICLE 23. WORK STOPPAGES

Neither the Union, its officers or agents, nor any of the **bargaining unit members** covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Any **bargaining unit member** who violates any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 24. EMPLOYER RIGHTS

Except as explicitly limited by a specific provision of this Agreement, the employer shall have the exclusive right to take any action deems appropriate in the management of the City and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the employer has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively with the Employer.

The Employer shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure, and selection, directions, and number of personnel. In addition, the Employer specifically reserves the exclusive right in accordance with its judgment to: (1) reprimand or otherwise discipline employees; (2) hire, promote, and transfer in accordance with the Charter and the Personnel Rules and Regulations; (3) assign employees to work; (4)

determine the starting and quitting time; (5) maintain the efficiency of employees; (6) close down buildings or any part thereof; (7) expand, reduce, alter, combine, transfer or cease any job, department, operation or service; (8) subcontract any work done by the employees; (9) control and regulate the use of the equipment and other property of the Employer; (10) determine the number, location and operation of buildings, divisions, and departments thereof, the assignment of work and the size and composition of the work force; (11) make or change rules, policies, or provisions, exclusive of this Agreement; (12) introduce new or improved research, development, maintenance, service methods, materials, or otherwise generally manage the City; (13) direct the employees and establish terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement. The employer's non-exercising of any function hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its rights to exercise such function or to preclude the Employer from exercising the same in some other way not to conflict with the express provisions of this Agreement. The Union agrees that shall not establish or attempt to enforce upon the Employer, or any employee any rule or regulations which would interfere with the recognized right of management to carry out the foregoing provisions. The City hereby agrees to meet and confer on matters relating to wages, hours, and other terms and conditions of employment when required by law (Section 3505 of the Government Code).

Effect of Laws, Rules, and Regulations

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the Employer and shall be governed by the laws of the State of California, and by the Employer's rules, regulations, directives, and orders, issued by properly designated officials. The Union also recognizes the right, obligation and duty of

the Employer and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time, as deemed necessary by the Employer, insofar as such rules, regulations directives, and orders do not conflict with the express terms of this Agreement.

Reservation of Management Rights

The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. The Union agrees that its members shall comply with all City and departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that application of departmental rules and regulations which affect working conditions and performance shall be subject of the grievance procedures as set forth in the Personnel Rules and Regulations.

ARTICLE 25. SEPARABILITY PROVISION

This Memorandum of Agreement is subject to all applicable Federal, State, County, and City laws and regulations, and any lawful rules and regulations enacted by the City's Personnel Board. If any part or provision of this Memorandum of Agreement in conflict or inconsistent with such applicable provisions of Federal, State, County or City Laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Agreement shall not be affected thereby.

ARTICLE 26. PREVAILING RIGHTS

To the extent that they are not expressly or by necessary interpretation and application covered by the purposes, intents, and language of this Agreement, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the Unit shall remain in effect and be operative during the term of this Agreement, unless eliminated, enlarged or otherwise modified after the Meet and Confer process to the extent that such procedures are required by the laws of the State of California.

ARTICLE 27. BILINGUAL ASSIGNMENT

A) The City agrees to pay $34.62 bi-weekly ($75.00 a month) to **bargaining u**nit members when assigned to provide bilingual services. **Bargaining unit members** shall be required to pass a qualifying examination administered by the City to determine proficiency for bilingual assignment. **Bargaining unit members** accepting bilingual assignments shall be assigned to shifts and Divisions in a manner that is of the greatest value to the Department. Seniority shall be the determining factor in disputes regarding selections of shifts where bilingual assignments are to meet the needs of the Department. **Bargaining unit members** s committed to the bilingual assignment shall be obligated to provide such services to the City as needed.

B) Effective January 1, 1999, differential of $65.00 bi-weekly will be paid to **bargaining u**nit members who obtain a certificate showing oral and written competence in Spanish from an institution in the state of California approved by the Human Resources Department, when assigned to provide bilingual services.

Bargaining unit members currently receiving bilingual pay under the provisions of "A" above will be eligible to receive payment of $65.00 bi-weekly if they can demonstrate written competence in Spanish as determined by the Human Resources Director.

ARTICLE 28. SALARIES

A. Retirement Contributions

The CITY shall provide Classic California Employees' Retirement Systems (CalPERS) members who are covered by this MOA, the 2.7% at 55 years Retirement Plan of CalPERS. The CITY shall provide employees who are New CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS. The CITY shall continue to pay the employees' 8 % portion of retirement contributions to CalPERS for Classic CalPERS members who are employed in a classification represented by SEIU Local 721. Employees defined as New CalPERS members shall pay their portion of contribution to CalPERS retirement.

Note: Classic members are defined as CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

New members are defined as members who are brought into CalPERS membership for the first time on or after January 1, 2013 and who have no prior membership in any other California public retirement system.

CLASSIFICATION	06/30/14	07/01/14	07/01/15
Parking Control Officer	77	80	83
Security Officer	70	73	76
Security Services Coordinator	86	89	93

B. Adjustments to Compensation

Effective July 1, 2014, Unit members shall receive a three (3%) percent Cost of Living Adjustment to base pay which shall be reflected in the CITY'S salary ranges.

Effective July 1, 2015, Unit members shall receive a three (3%) percent Cost of Living Adjustment to base pay which shall be reflected in the CITY'S salary ranges.

C. Parity Clause

If any bargaining unit, except for the Firefighters Unit, receives a total on schedule base compensation package exceeding the amount any SEIU agrees to, the difference shall be provided to each unit represented by SEIU.

ARTICLE 29. ZIPPER CLAUSE

This MOU set forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOU'S understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superceded and terminated in their entirety. Existing policies, rules, ordinances and

resolutions that do not conflict with the matters set forth herein remain in effect. All terms and conditions of employment not covered by this Agreement shall continue o be subject to the City's direction and control.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Notwithstanding the above, the parties agree to meet and confer upon mutual agreement. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 30. HOLIDAYS

For the duration of this Agreement, the City agrees to provide the following designated holidays to **bargaining unit members** of this Unit:

Independence Day Labor
Admission's Day (Floater)
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

(December 25, 2015 is a floating holiday)
New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Lincoln's Birthday (Floater)
Washington's Birthday
Cinco de Mayo
Memorial Day
Employee's Birthday (Floater)
Cesar Chavez Holiday

(Resolution, I7, 986 adopted by the City Council on June 13, 1995, established Admission's Day and Lincoln's Birthday as floating holidays. Floating holidays (except Employee's Birthday) must be utilized by June 30th of each year. Floating holidays shall be established by Council Resolution July 1, of each year.

When a **bargaining unit member** calls in sick on a designated holiday and is scheduled to work on that day, a doctor's statement shall be submitted to the City Controller's Office, together with the time card in order to be eligible for sick benefits. This statement shall specify the dates of the illness. When the **bargaining unit member's** birthday or holiday falls on a weekend or during his/her scheduled vacation, the employee will receive another day off when requested, subject to approval of his her supervisor.

If City Council declares a holiday but **bargaining u**nit members are unable to observe it due to work requirements, employees will be granted equivalent time off. If **bargaining unit members** request and are denied the opportunity to schedule any floating holiday time, the city shall pay for the unused time.

ARTICLE 31. RETIREMENT

The CITY shall provide Classic California Employees' Retirement Systems (CalPERS) members who are covered by this MOA, the 2.7% at 55 years Retirement Plan of CalPERS. The CITY shall provide employees who are new CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS.

Note: Classic members are defined as CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

New members are defined as members who are brought into CalPERS membership for the first time on or after January 1, 2013 and who have no prior membership in any other California public retirement system.

ARTICLE 32. EMPLOYMENT OPPORTUNITIES

Vacancies in the Classified Services shall be filled by the method prescribed by Rule 6.2A and 6.6A of the City of Compton's Personnel Rules and Regulations. The City agrees to post an employment opportunity bulletin for at least ten (10) working days to announce vacancies for any newly created Unclassified positions which are deemed comparable or similar to any position represented by S.E.I.U., Local 721 (excluding positions created in the following offices: Mayor and Council, City Manager and City Attorney.

ARTICLE 33. CONTRACTING AND SUBCONTRACTING

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal actions. The right of contracting or subcontracting is vested in the City. The rights to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against

any of its members. The City further agrees that for the term of this Agreement it will not layoff, demote and/or decrease the salary of any bargaining unit employee who has completed his or her probationary periods and has regular civil service status at the time of the execution of this Agreement, because of the exercise of its contracting or subcontracting rights, except in the event of an emergency, strike or work stoppage.

The City agrees to send a request to "Meet and Confer" to the Union within 15 working days prior to any final decision to subcontract the work performed by bargaining unit members, to discuss its intent and any unforeseen impacts and hardships. The Union agrees to meet with the City within five (5) working days once notice is received.

ARTICLE 34. VACATION

Bargaining unit members of this Unit may use vacation leaves after the satisfactory completion of six months of continuous service with the City. Permanent full time **bargaining unit members** accrue vacation according to the limitations described in the Personnel Rules and Regulations and the following schedule, and permanent part time **bargaining unit members** accrue vacation according to the limitations described in the Personnel Rules and Regulations and at 1/2 the amounts listed in the following:

6 months to 5 years of service	6.667 hours per month
5 to 9 years of service	10.00 hours per month
10 to 14 years of service	14.00 hours per month
15 or more years of service	17.333 hours per month

Bargaining Unit members may convert up to 80 hours of vacation leave to cash provided the **bargaining u**nit member has in excess of 400 hours of unused vacation leave, upon the City Manager's approval.

#11.

ARTICLE 35. PERSONNEL FILES

The official personnel file of each **bargaining unit member** shall be maintained by the City's Human Resources Department. A **bargaining unit member** and/or a Union Representative/Steward authorized by the **bargaining unit member** may review and/or obtain copies of any documents from the **bargaining unit member's** personnel file. Copies of any "derogatory" written material shall be provided to the affected **bargaining unit member** before it is placed in the personnel file. The **bargaining unit member** may be given an opportunity, during normal working hours and without loss of pay, to review and initial the material, if such time will not interfere with departmental operations and with prior approval from the **bargaining unit member's** Department Manager. It is agreed that the City will review personnel files for **bargaining unit members** covered by this Agreement annually, to remove and/or seal (whichever is appropriate) any reprimands or infractions (excluding serious disciplinary matters, i.e. suspensions, demotions, and dismissals) which are at least four years old and have not been repeated in a two-year period, or which are internally generated complaints, which are at least two years old and have not been repeated within that time.

ARTICLE 36. TERM

This Agreement shall be in full force and effect commencing July 1, 2014 and concluding on June 30, 2016, subject to reopener meet and confer sessions for Article 10 (Health and Welfare Benefits), at which time all terms and conditions agreed to in this Agreement shall remain in effect until a successor Memorandum of Agreement is agreed to , or until such time as the City may implement changes in this Memorandum of Agreement by unilateral implementation through impasse.

ARTICLE 37. CERTIFICATION/LICENSES

The City shall pay the cost for any special license or certificate required of the performance of job duties. The City shall also provide release time where necessary for the **bargaining unit members** to take tests and/or training for such documents.
The City agrees to Meet and Confer with the Union additional compensation for those classifications requiring certification and/or licenses.

ARTICLE 38. SAFETY

City management will make every reasonable effort to provide safe working conditions, and the Union will require that all unit members perform their duties in a safe manner.

As long as needed, City management shall continue to provide unit members safety clothing and safety devices. When issued, unit members shall utilize such safety clothing and safety devices. In addition, each unit members shall be responsible for promptly reporting to his/her immediate supervisor any observed unsafe practice or condition. City management shall advice the unit member of the action or correction that will be taken.

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Subject to the foregoing, this Memorandum of Agreement is hereby executed by the authorized representatives of the City of Compton and the Union, and entered into this _____day of _____, 2014.

FOR THE CITY:	FOR THE UNION:
_____	_____
CITY MANAGER	SEIU LOCAL 721
_____	_____
CITY ATTORNEY	
_____	
CITY CLERK	

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RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF UNDERSTANDING (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721, PUBLIC SAFETY AUXILIARY, AFL-CIO FOR FISCAL YEARS 2015 - 2016**

Kelly Montgomery — **2/25/2015 11:40:36 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Craig Cornwell — **2/26/2015 6:54:50 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **2/26/2015 12:44:27 PM**
CITY CONTROLLER — DATE

Kelly Montgomery — **2/25/2015 11:41:31 PM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 3, 2015

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE "STRONG CITIES, STRONG COMMUNITIES PROGRAM" AND AUTHORIZING THE PAYMENT OF THE CITY'S ESTIMATED COST SHARE FOR THE ASSISTANCE ($63,714)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a Memorandum of Understanding with the National Resource Network ("Network" or "NRN") for the delivery of a direct assistance plan in conjunction with the "Strong Cities, Strong Communities Program" and issuance of a purchase order in an amount of Sixty Three Thousand Seven Hundred Fourteen Dollars ($63,714.00) as the City of Compton's twenty-five percent (25%) estimated share of the cost of the direct assistance plan.

BACKGROUND

The City of Compton has been selected to participate in the "Strong Cities, Strong Communities Program," an initiative under the auspices of the White House Council on Strong Cities, Strong Communities established pursuant to an Executive Order signed by President Obama on March 15, 2012.

The National Resource Network, an initiative of the federal government's Strong Cities, Strong Communities Program, is led pursuant to a cooperative agreement between the U.S. Department of Housing and Urban Development ("HUD") and a consortium led by Enterprise Community Partners ("Enterprise") and including the Public Financial Management Group ("PFM Group"), HR&A Advisors, the New York University Robert F. Wagner School of Public Service and the International City County Managers Association. The Network was created out of demand from cities around the country to have access to experts, technical advice and information that can help them address the mounting challenges of growing inequality, high employment, under-performing schools, aging infrastructure and vacant and blighted properties. The Network helps cities address these challenges through on-the-ground expert engagements and advisory services, among other forms of assistance. The goal of the Network is to assist cities in developing and implementing cross-cutting strategies designed to promote economic recovery at the local level.

On May 7 - 8, 2014, a Network assessment team visited Compton that included representatives from the following organizations:

- **Enterprise Community Partners**. For more than 30 years, Enterprise has introduced solutions through public-private partnerships with financial institutions, governments, community organizations and other partners that share the vision that one day, every person will have an affordable home in a vibrant community. Phillip Bush, Senior Program Director of Advisory Services represented Enterprise Community Partners on the Compton assessment team.

- **Public Financial Management**. The PFM Group of companies is a national leader in providing independent financial advice as well as investment advisory, management, and consulting services to local, state, and regional government and non-profit clients. PFM helps clients meet their financial challenges with a broad array of products, backed by unquestioned professionalism and outstanding service. Chris Arlene, a Senior Analyst, represented Public Financial Management on the Compton assessment team.

- **HR&A Advisors**. HR&A is an industry-leading real estate, economic development and public policy consulting firm. HR&A has 30 years' experience working with cities across the country to create economic growth through rigorous analysis, hands-on assistance and creative strategies that tap local assets. Judith Taylor, a Principal, represented HR&A Advisors on the Compton assessment team.

The first phase of the Compton assessment focused on reviewing budgetary, operational, economic and related information provided by the City and publicly available demographic information identified by the Network to better understand and assess current priority challenges and opportunities. The Network developed a systematic approach to the assessment process that included data collection and analysis, interviews with key leaders and the development of a tailored set of findings and analysis for the City of Compton.

The second phase of the Compton assessment consisted of on-site interviews. Over the course of two days, the Compton assessment team met with senior leaders and Department Directors with City government, as well as community stakeholders, to further clarify key challenges facing Compton and identify potential opportunities for direct assistance that would be most catalytic or transformative. The proposed assistance would include Citywide operational assessment, revitalization strategy for Compton Boulevard and implementation, coaching, and technical assistance.

Based on the preliminary assessment, NRN proposes a multi-prong engagement that will help the City of Compton strengthen internal operations to better deliver City services and improve public perceptions and the economic viability of the City.

STATEMENT OF ISSUE

The Network proposes to execute a direct assistance plan to assist Compton's efforts to strengthen its business and residential neighborhoods. NRN will provide technical assistance to Compton to strengthen its capacity to develop and execute its economic vision and strategies. NRN provides Compton access to federal agency expertise and avenues that may lead to new public and private sector partnerships. By leveraging existing assets, providing new resources and fostering new connections at the local and national level, Strong Cities, Strong Communities will support the City of Compton as it develops comprehensive plans that will lead to economic growth and job creation.

The NRN assessment and assistance will occur over a period of approximately one year (commencing upon the execution of the agreement) and will provide the City of Compton with a number of engagement options:

- Evaluation of the City's service-delivery model and budget analysis review with the City. Discussion of preliminary findings and issues.
- Citywide departmental operational review and development of high-level findings and opportunities for discussion with Council members, City Manager and key executive staff.
- Analysis of background information on real estate market conditions and operational benchmarking.
- Conduct of Compton Boulevard stakeholder meetings.
- Proposal of Compton Boulevard improvement actions and executive prioritization session. Development of implementation plan and identification of funding opportunities.
- Presentation of a final report detailing findings and recommendations.
- Provision of ongoing technical assistance for both operational/budget improvements and the Compton Boulevard implementation plan.

FISCAL IMPACT

The Network estimates that the value of the direct assistance plan is $254,857. The Network will request HUD funding for seventy-five percent (75%) of this cost, pursuant to the cooperative agreement. The City agrees that it will provide twenty-five percent (25%) of the estimated cost of the direct assistance plan, or $63,714. The City may provide funds from its own local government budget or it may secure a commitment of funding from a third party. The City shall either make payment of its share of the cost or ensure third party payment no later than 60 days

after the execution of the Memorandum of Understanding. In the event the HUD funding is unavailable, the City has no obligation to execute this agreement.

Funding for this expenditure is available in the 2014-2015 Fiscal Year budget in Account No. 1001 510 000 4269 (Other Contract Services).

ALTERNATIVE

The Council could choose to not approve the resolution.

RECOMMENDATION

Staff recommends that the Mayor and Council Members adopt the attached Resolution as the agreement would bring valuable resources to the City in providing baseline assessments and the planning needed to move forward with economic development and revitalization in a meaningful way. The assistance is also expected to position the City to attract and effectively use resources in its community improvement initiatives.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE "STRONG CITIES, STRONG COMMUNITIES PROGRAM" AND AUTHORIZING THE PAYMENT OF THE CITY'S ESTIMATED COST SHARE FOR THE ASSISTANCE ($63,714)

WHEREAS, the City of Compton was selected to participate in the "Strong Cities, Strong Communities Program," an initiative under the auspices of the White House Council on Strong Cities, Strong Communities established pursuant to an Executive Order signed by President Obama on March 15, 2012; and

WHEREAS, the National Resource Network ("Network" or "NRN"), an initiative of the federal government's Strong Cities, Strong Communities Program, is led pursuant to a cooperative agreement between the U.S. Department of Housing and Urban Development ("HUD") and a consortium designated to assist cities and communities and to form resource partnerships nationwide; and

WHEREAS, the National Resource Network has conducted an initial assessment of the economic needs and opportunities facing the City of Compton and based upon the preliminary assessment the Network proposes to execute a direct assistance plan to assist Compton in its efforts to strengthen its business and residential neighborhoods; and

WHEREAS, by leveraging existing assets, providing new resources, and fostering new connections at the local and national level, Strong Cities, Strong Communities will support the City of Compton as it develops comprehensive plans designed to lead to economic growth and job creation; and

WHEREAS, the value of the direct assistance plan has been estimated at $254,857.00, seventy-five (75%) percent of which will be funded by HUD pursuant to the cooperative agreement with the Network and twenty-five percent (25%) or $63,714.00 by the City; and

WHEREAS, funds for the City's estimate share of the cost of the direct assistance plan are available in the 2014-2015 Fiscal Year budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a Memorandum of Understanding with the National Resource Network for the delivery of a direct assistance plan in conjunction with the "Strong Cities, Strong Communities Program."

SECTION 2. That the City Manager is authorized to pay to the National Resource Network Sixty Three Thousand Seven Hundred Fourteen Dollars ($63,714.00) as the City's estimated share of the cost of the direct assistance plan.

SECTION 3. That funding for this expenditure is available in the 2014-2015 Fiscal Year budget in Account No. 1001 510 000 4269 (Other Contract Services).

SECTION 4. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager, Department of Human Resources and City Controller.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2015.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

Memorandum of Understanding between
The City of Compton, California and the National Resource Network

1. This memorandum of understanding shall commemorate an agreement between the City of Compton, ("the City') a local government incorporated in the state of California and the National Resource Network ("Network"), an initiative of the federal government's Strong Cities Strong Communities initiative under the auspices of the White House Council on Strong Cities, Strong Communities established pursuant to an Executive Order signed by President Barack Obama on March 15, 2012.

2. The Network is led pursuant to a cooperative agreement between the U.S. Department of Housing and Urban Development (HUD) and a consortium led by Enterprise Community Partners ("Enterprise") and including The PFM Group, HR&A Advisors, the New York University Robert F. Wagner School of Public Service and the International City County Managers Association. The members of the Consortium have agreed that David Eichenthal will act as the Executive Director of the Network and such designation is included in the Cooperative Agreement between HUD and Enterprise. As part of that role, he is authorized to sign this Memorandum of Understanding.

3. The Network was created out of demand from cities around the country to have access to experts, technical advice, and information that can help them address the mounting challenges of growing inequality, high unemployment, under-performing schools, aging infrastructure and vacant and blighted properties. For many local governments facing dwindling budgets, especially those facing significant economic shocks, these challenges have made it difficult for cities to effectively attract jobs, retain an educated workforce, grow the middle class, and revitalize their economies. The Network will help cities address these challenges through on-the-ground expert engagements and advisory services, among other forms of assistance. The goal of the Network is to assist cities in developing and implementing cross-cutting strategies designed to promote economic recovery at the local level.

4. A team of representatives of the Network visited Compton on May 7th and 8th of 2014. During that visit, Network representatives met with officials of the City, as well as other local stakeholders. On the basis of interviews during their visit and analysis of data collected by the Network team and provided by the City, the Network developed an assessment of challenges and opportunities that included a proposal for the delivery of direct assistance.

5. The goal of the direct assistance plan for the City of Compton is to assist in the City's economic recovery in the following ways:

   Task #1: Citywide Operational Assessment. The Network will lead a focused three to four month assessment of City operations and provide the City with a set of

recommendations for improvement. The assessment will look at all departments to evaluate how well the City is allocating its limited budget resources, with a focus on key service-providing departments. The study will recommend improvements that will both improve operational effectiveness and create budget savings to potentially advance the economic development objectives of the City, specifically the ability to implement the Compton Boulevard revitalization strategy detailed in **Task 2** below.

Task #2: Revitalization Strategy for Compton Boulevard. The Network will evaluate existing opportunities and challenges to economic growth on Compton Boulevard and, with the input from staff and key stakeholders, help the City to define overall goals and objectives for the corridor. Working with the City, the Network will identify short-term and long-term public and private realm recommendations, prioritize available resources, identify external resources, and outline roles and responsibilities for the revitalization strategy.

Task #3: Implementation Coaching and Technical Assistance. An important element of this engagement is to build capacity within Compton. Building on the first two tasks, the Network will provide ongoing coaching and technical assistance to assist the City in implementation of the recommendations of the Operational Assessment and the Compton Boulevard Revitalization Strategy. The Network envisions regular, weekly, contact and communication with leaders of key initiatives.

6. To achieve this goal, the Network will provide direct assistance to the City in accord with the following general timetable:

- **Upon Project Approval (City and HUD):**
  - Document request to City
  - Initial document review
- **Month 1:**
  - Project kick-off and preliminary departmental meetings
  - Receipt of all data and document requests from City
  - Selection of benchmark cities
  - Site tour for Compton Boulevard revitalization
  - Initial departmental meetings and operations review
  - Begin benchmarking analysis
- **Months 2-3:**
  - Service model delivery and budget analysis and review with City
  - Continue benchmarking analysis
  - Compilation of initial list of high-level findings/opportunities and recommended efficiency opportunities
  - Real estate market conditions analysis
  - Mid-project meeting to discuss high-level findings/opportunities and recommendations
  - Compton Boulevard stakeholder visioning meeting
  - Complete benchmarking
  - Initial costing of fiscal impacts for identified initiatives and opportunities
  - Begin drafting final PowerPoint presentation

- **Month 4-5:**
  - Develop proposed Compton Boulevard improvement actions
  - Complete first draft of final PowerPoint presentation
  - Share draft with City leadership and revise as appropriate
  - Executive prioritization session
  - Implementation plan and funding strategy for Compton Boulevard
  - Submit final presentation
  - Public presentation if so desired
- **Months 6-11:**
  - Coaching and technical assistance

7. The direct assistance plan will be executed by the following team of representatives of the Network:

   Public Financial Management: Russ Branson (overall team lead and organizational assessment team lead), Eryn Santamoor, Anthony Gamblin, Catherine Flaming
   HR&A: Judith Taylor (revitalization team lead), Amitabh Barthakus, Remy Monteko
   Trust for Public Land: Peter Harnick

   Additional members of the team may assist in the execution of the direct assistance plan as needed.

8. The Network will execute the direct assistance plan over a 5 month period following full project approval. A coaching implementation and technical assistance help will be provided for 6 months following the completion of the initial engagement. As part of the direct assistance plan, the Network will provide the following deliverables to the City:

   - Evaluation of City's service-delivery model and budget analysis review with City. Discussion of preliminary findings and issues.
   - Citywide departmental operational review and development of high-level findings and opportunities for discussion with Council members, City Manager and key executive staff.
   - Background information on real estate market conditions and operational benchmarking.
   - Compton Boulevard stakeholder meeting.
   - Proposed Compton Boulevard improvement actions and executive prioritization session. Implementation plan and identification of funding opportunities.
   - A final report detailing findings and recommendations. A presentation will be made at direction of City.
   - Ongoing technical assistance calls with Compton staff for both operational/budget improvements and the Compton Boulevard implementation plan.

9. The Network estimates that the value of the direct assistance plan is $254,857. The Network will fund seventy five percent of this cost with funds provided by HUD pursuant to the cooperative agreement. The City agrees that it will provide twenty five percent of

the estimated cost of the direct assistance plan, $63,714. The City may provide funds from its own local government budget or it may secure a commitment of funding from a third party. The City shall either make payment of its share of the cost or ensure third party payment no later than 60 days after the execution of this memorandum. Whether the City intends to secure third party funding or not, the City is responsible for meeting this requirement. In the event that the projected cost of the direct assistance plan increases without an increase in scope, the Network will be solely responsible for any increase in cost. If the value of the direct assistance increases due to an increase in scope agreed to by the Network and the City and commemorated by a written amendment pursuant to section 13 of this memorandum, the City will then be responsible for twenty five percent of any increase in cost.

10. In addition to the provision of matching funds for the cost of the direct assistance plan set forth in section 9, the City also agrees to and commits to the following:

    a. Upon execution of this memorandum, the City commits to a good faith effort to implement actions developed as part of the direct assistance plan.
    b. As part of the execution of this memorandum, the City commits to provide timely cooperation to all reasonable requests by the Network for documents, data and other information. In addition, the City commits to participate in regular meetings as set forth in the timetable detailed in section 6 above and to arrange and participate in such meetings determined to be necessary by the Network as part of the direct assistance plan.
    c. Upon execution of this memorandum, the City shall designate a senior official to act as the project manager and point of contact for the Network in the execution of the direct assistance plan. The designated project manager shall report to the City Manager or his or her designee.
    d. The City agrees and acknowledges that an integral part of the direct assistance provided by the Network will be ongoing peer-to-peer activity. The City shall take reasonable steps to engage with the Network through the peer activity process during the term of the direct assistance plan and for an additional three years after completion of the direct assistance.
    e. The City agrees and acknowledges that the work of the Network, including its work with the City, will be the subject of an independent evaluation being conducted by The Urban Institute. The City agrees to provide full cooperation with all reasonable requests for data and documents by The Urban Institute as part of its evaluation.
    f. Prior to the completion of the direct assistance plan, the City agrees that it will develop a written plan for continued implementation of the work developed through the direct assistance plan for a period of at least thirty-six months. The completion plan shall include a timetable of specific activities and an agreed upon set of metrics for measuring the progress of the direct assistance plan.

11. Decisions related to the direct assistance plan shall be commemorated in writings, including e-mails, between the Network's designated team lead and the City's project manager. This provision shall not apply to routine sharing of information or interviews or meetings between members of the Network team and officials of the City and other stakeholders.

12. External communications, including communications with members of the media, by the Network may be limited based on provisions of the cooperative agreement between HUD and the Network. The City is not bound by such limitations.

13. This Agreement is subject to termination at any time by either party. Such party who wishes to terminate the Agreement shall send a written notification to the other party at least (30) thirty days prior to the termination date. This Agreement will be effective upon the Network's execution in the space provided below. This Agreement may be amended by a written amendment executed by both the Network and the City..

David Eichenthal Executive Director National Resource Network	Johnny Ford City Manager City of Compton
Date:	Date:

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE "STRONG CITIES, STRONG COMMUNITIES PROGRAM" AND AUTHORIZING THE PAYMENT OF THE CITY'S ESTIMATED COST SHARE FOR THE ASSISTANCE ($63,714)**

Kelly Montgomery **2/25/2015 2:59:47 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **2/26/2015 5:49:39 PM**
CITY ATTORNEY DATE

Stephen Ajobiewe **2/26/2015 12:55:07 PM**
CITY CONTROLLER DATE

Kelly Montgomery **2/25/2015 10:10:28 PM**
CITY MANAGER DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.