

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, April 05, 2016 5:30 PM

HEARING(S)

**5:35 P.M. - PUBLIC HEARING - TENTATIVE PARCEL MAP 72354 TO CREATE
THREE SINGLE FAMILY RESIDENTIAL LOTS (1800 W. 134th Street) (Item #7)**

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

1. INTRODUCTION OF NEW CAPTAIN (Michael Thatcher) –
Commander Joseph Gooden

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

2. MARCH 22, 2016

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. CLAIMS AGAINST THE CITY OF COMPTON
Claim No. I-8873/LI0000606A - Cinthia Mendoza
Claim No. I-8874/LI0000607A - Graciela Zuniga
Claim No. I-8875/LI0000608A - Arturo A. Vargas
Claim No. I-8878/LI0000611A - Jose A. De Paz
Claim No. I-8879/LI0000612A - Pablo Rosas-Cristal
Claim No. I-8880/LI0000613A - Jose Emorales Perez
Claim No. I-8881/LI0000615A - Sergio Garcia
Claim No. I-8885/LI0000618A - Perez, Iris

(Deny Claims)

RISK MANAGEMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTI-YEAR AGREEMENTS WITH VARIOUS SERVICE PROVIDERS FOR THE CITY'S SELF-INSURED WORKERS' COMPENSATION PROGRAM
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO AON RISK INSURANCE SERVICES WEST, INC. AND FIRST INSURANCE FUNDING CORPORATION FOR PAYMENT OF ADDITIONAL FEES FOR THE CITY'S 2015-2016 INSURANCE POLICIES (\$17,330.85)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

6. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Bradford v. City of Compton, LASC Case Number TC026769
Pursuant to California Government Code Section 54956.9(a)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Controller
Pursuant to California Government Code Section 54957

UNFINISHED BUSINESS

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TENTATIVE PARCEL MAP NO. 72354 SUBDIVIDING AN 18,594 SQUARE FOOT PARCEL OF LAND INTO THREE SINGLE FAMILY LOTS AT 1800 WEST 134TH STREET
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO CAUSE THE ISSUANCE OF CITY OF COMPTON, CALIFORNIA (LOS ANGELES COUNTY, CALIFORNIA) SEWER REVENUE REFUNDING BONDS, SERIES 2016, TO FINANCE, IN WHOLE OR IN PART, THE COST OF THE UNDERTAKING NOW CONTEMPLATED; TO PROVIDE FOR THE FORM OF A SUPPLEMENTAL SEWER REVENUE REFUNDING BOND INDENTURE; AND FOR OTHER PURPOSES
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO CAUSE THE ISSUANCE OF CITY OF COMPTON, CALIFORNIA (LOS ANGELES COUNTY, CALIFORNIA) WATER REVENUE REFUNDING BONDS, SERIES 2016, TO FINANCE, IN WHOLE OR IN PART, THE COST OF THE UNDERTAKING NOW CONTEMPLATED; TO PROVIDE FOR THE FORM OF A SUPPLEMENTAL WATER REVENUE REFUNDING BOND INDENTURE; AND FOR OTHER PURPOSES
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN KIND CONTRIBUTIONS IN SUPPORT OF THE 13TH ANNUAL COMPTON STAND DOWN FOR VETERANS SEPTEMBER 16-19, 2016
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2015-16 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW VACTOR 2112P SEWER TRUCK (\$500,928)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR WILLDAN ENGINEERING FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES (\$150,000)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS FOR HUMAN RESOURCES ANALYST, MAINTENANCE WORKER I, MAINTENANCE WORKER II, MAINTENANCE LEADWORKER AND WASTEWATER TECHNICIAN
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADJUST SEASONAL, HOURLY AND MISCELLANEOUS WAGES WITH EARNINGS LESS THAN \$10.00 PER HOUR AS A RESULT OF THE 2016 STATE OF CALIFORNIA MINIMUM WAGE LAW
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ADJUST THE AUTO ALLOWANCE FOR UNCLASSIFIED CHIEF EXECUTIVE CLASSIFICATIONS
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO ABATEMENT SERVICES AGREEMENT WITH NEW WEST LANDSCAPEING TO PROVIDE ABATEMENT SERVICES CITYWIDE ON AN "AS NEEDED" BASIS AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED (\$50,000)
17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPLEMENTING A FISCAL RESPONSIBILITY POLICY INCLUDING A RECURRING FIVE YEAR BUDGET PROJECTION AND TEN YEAR FINANCIAL FORCAST, CONSISTENT WITH ARTICLE VII AND ARTICLE XIV OF THE CITY CHARTER

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, April 12, 2016 @ 5:30 PM.

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

*View Meetings Live at
<http://www.comptoncity.org/officials/clerk/agendas/video.asp>*

MARCH 22, 2016

The Compton City Council meeting was called to order at 5:39 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, McCoy, Sharif, Brown
Council Members Absent: Galvan

Other Officials Present: C. Cornwell, A. Godwin, R. Haley

INTRODUCTION OF SPECIAL GUESTS

1. INTRODUCTION OF COURT APPOINTED SPECIAL ADVOCATES (CASA)

Irene Shandell, Oversight Committee Commissioner and Court-Appointed Special Advocate (CASA) for the County of Los Angeles, thanked the Mayor and City Council for this opportunity to solicit and recruit members of the Compton community to represent and serve as trained court-appointed special advocates for Latino and African American children in the foster care system in this area. She presented the City Council with pamphlets describing the duties of the advocate positions and articulated the significance of having a diverse selection of special advocate representation for children of color.

Camrin Christensen, Director of Volunteer Recruitment and Outreach for Court-Appointed Special Advocates (CASA) in the County of Los Angeles, professed that there are approximately 30,000 children who are wards of the dependency court at any given time in Los Angeles County (largest population in the United States) and approximately 1,100 of them are children in the Compton Unified School District. She explained that volunteer special advocates are recruited, supported, and trained to be advocates for children who have active cases within the dependency system so that the community can play a role in helping these children have the same chances of succeeding in life as children who have caring adults in their lives. For more information on how you can participate in this program, go to www.casaforchildren.org or call (800) 628-3233.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Roger McGee, Compton resident, requested clarification on a notice of violation he received from code enforcement officer Frank Gutierrez for a trailer parked in his driveway. He explained that the trailer is registered and insured and used when he goes camping. He made mention of his disabled veteran status and that his request to Mr. Gutierrez for additional time to resolve another issue regarding a different violation was denied. He affirmed that the violation does not pertain to him and went on to question whether or not the City's laws have changed regarding RVs and trailers.

Mayor Brown asked the City Manager to follow-up on this issue.

City Attorney Cornwell indicated that he too, will follow-up on this issue.

Senita Farley, Compton resident and Restoration Diversion Services, made comments in regards to the success of their fundraising event held last Saturday. She went on to state that due to a lack of cooperation from City staff she was unable to host the event at the Dollarhide Community Center. She asked that a policy be written detailing how organizations can reserve the Dollarhide Community Center - and that hopefully next time, they can host their event in the City.

Mayor Brown asked the City Manager to confirm or deny whether or not there is a process or procedure in writing, detailing how organizations can reserve the Dollarhide Community Center. Mayor Brown agreed that this is an unfortunate situation, that she supports Restoration Diversion Services, and that it is regrettable that the City misses opportunities to allow local organizations use of the community center.

#2.

Mayor Brown extended her apologies to Ms. Farley on behalf of the City and stated that she is looking forward to working with her next year to host the event in the City.

David Irons, Compton resident, spoke in support of this Body receiving more money for listening to the concerns of the citizens. He went on to voice his support for youth baseball at Gonzales Park and City-sponsored sports programs for at-risk youth.

Floyd Smith, Compton resident, spoke in regards to code enforcement laws and the responsibilities of homeowners on Bullis Road. He contended that it was unjust for code enforcement officers to allow people to park mobile homes on business property, but not on residential streets such as Bullis Road. He complained about code enforcement officers driving by furniture thrown into the street and that he routinely sees cemetery workers picking up rocks on Bullis Road. He requested a collaborative effort by the City and community members to work together to make Compton great again.

Maria Villa Real, Compton resident, cordially invited the business community to participate in a workshop scheduled to be held Tuesday, April 12, 2016 at El Portrero restaurant. Topics of discussion include: how to prepare business reports and increase sales revenues. To RSVP for this event, please call (310) 632-1431.

Benjamin Holifield, Compton resident, stated that he has trouble understanding the attitudes of some City employees and advised the City Manager to schedule a department head meeting to address how City employees can be more sensitive towards the needs of community. He averred that attitude determines latitude and that it is tough on the audience when this Body is distracted while they are speaking. He asked that Public Works partner with code enforcement to address the trash on Nestor and Compton Boulevard. He also made mention of the grand opening celebrations he attended over the weekend and his campaign for Mayor in 2005. Finally, Mr. Holifield spoke in opposition to the one percent sales tax increase initiative and asked that someone explain how and where the City found millions of dollars last week.

Sheik Beyon Bey, Compton resident, announced that he is back in the City of Compton to teach the African American community about their nationality and ancient divine creed.

Lynn Boone, Compton resident, notified the City Council about the potential fire hazards that the staff desks represent in the Council Chambers. She went on to make references about a resolution in regards to donation boxes in the City of Compton. She insisted that no one monitors them. She also referenced Resolution No. 23,995 regarding animal control. She indicated that this council (minus two members) signed a resolution for \$450,000 a year for five years however, there are no reports detailing how many animals are picked up, times, or locations. She referenced Resolution No. 24,161 in regards to the street signs – and added that the resolution clearly states that Southern California Edison replaced over 22,000 lights and that they wanted to put the signs back up but the City determined that the signs were not in compliance. Ms. Boone indicated that the resolution explains that the City will buy and replace the signs, but does not include a time limit on the resolution. Lastly, Ms. Boone cited Resolution No. 24,151 in regards to a contract for \$91,500 for one year to Citizens Served Online Solutions to provide fast and adequate service for the citizens to report incidents. Ms. Boone indicated that the contract was paid but neither the services nor the training was ever rendered.

5:55 P.M. - PUBLIC HEARING - TO CONSIDER A PROPOSED ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS FOR ACQUISITION AND REHABILITATION OF ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR (425 S. Oleander Street) (Item #6)

On motion by Zurita, seconded by Sharif, the public hearing was opened at 6:15 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

City Manager Haley offered the following disclaimer: The City Council has heard this issue before. On March 3, 2015, the City Council approved the issuance of these particular bonds, but as a result of changes in Tax & Equity Fiscal Responsibility Act (TEFRA) regulations, the project could not meet the March 3, 2016 deadline. So at this point, it is necessary to repeat the public hearing in accordance with these guidelines. The goal is to close the sale of these bonds prior to the California Statewide Community Development Authority expiration date of May 3, 2016. Additionally, the financing mechanism associated with this project indemnifies the City from any and all damages arising from this particular project.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Benjamin Holifield, Compton resident, encouraged the City Council to approve Item No. 6 as it represents no fiscal impact to the City.

Lynn Boone, Compton resident, asked the City Manager to explain, again, why this process must be repeated.

City Manager Haley remarked that this process must be repeated due to unforeseen circumstances involving TEFRA regulations.

David Irons, Compton resident, spoke in opposition to any and all bond issuances offered in the City of Compton.

On motion by Zurita, seconded by Sharif, the public hearing was closed at 6:20 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

COUNCIL COMMENTS ON THE PUBLIC HEARING

Mayor Brown assured the citizens of Compton that TEFRA funding does not originate from the General Fund, they are tax credits applied to the project by a private developer. Furthermore, Mayor Brown explained it is procedural for the local jurisdiction to approve the use of this particular funding source.

CONSENT AGENDA

On motion by Zurita, seconded by Sharif, the Consent Agenda was approved, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

APPROVAL OF MINUTES

2. MARCH 15, 2016 (Approved)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORT - January 2016 (Received/Filed)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER REPORTS - There were no City Manager Reports.

#2.

CITY ATTORNEY REPORTS - There were no City Attorney Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON/ALONDRA AREA SEWER MAIN RESTORATION PROJECT (CIP #10-20) AND ESTABLISHMENT OF A PURCHASE ORDER IN THE AMOUNT OF \$304,500

On motion by Zurita, seconded by Sharif, **Resolution # 24,311** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON/ALONDRA AREA SEWER MAIN RESTORATION PROJECT (CIP #10-20) AND ESTABLISHMENT OF A PURCHASE ORDER IN THE AMOUNT OF \$304,500**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

6. 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 ACQUISITION AND REHABILITATION OF ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR LOCATED AT 425 SOUTH OLEANDER STREET

On motion by Zurita, seconded by Sharif, **Resolution # 24,312** entitled "**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 ACQUISITION AND REHABILITATION OF ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR LOCATED AT 425 SOUTH OLEANDER STREET**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

5:35 P.M. JOINT PUBLIC HEARING - HOUSING AUTHORITY 2016 PHA ANNUAL PLAN (Item #4)

On motion by Zurita, seconded by Sharif, the joint public hearing was opened at 6:24 p.m., by the following vote on roll call:

AYES: Council Members/Commissioners - Zurita, McCoy, Sharif, Brown

NOES: Council Members/Commissioners - None

ABSENT: Council Members/Commissioners - Galvan

Delmonsha Green, Director of the Compton Local Housing Authority (LHA), offered the following update on the Public Housing Authority's 2016 Annual Plan and Five-Year Plan for fiscal years 2014-2019. The PHA Plan was posted on March 9, 2016 to the City's website, City Hall, LHA, and in the foyer of the Council Chambers.

Mission Statement

To promote adequate and affordable housing, economic opportunity and ensure a suitable living environment free from discrimination to low and extremely low-income families.

Manage Housing Programs Effectively & Efficiency

➤ Proposed

Maintain “Higher Performer”

Increase occupancy/utilization rate

Expand assisted housing supply

Provide Training for Staff

Build strong relationships with other city departments; and

Continue to perform annual certification and inspections of 100%

➤ Achieved

Maintained “High Performer” 97%

LHA rental listings are now listed on GoSection8.com

Continue to use Happy Software to administer the Program

Staff attended:

Advanced Inspection with Mold & Indoor Air Quality

Go Section 8 Housing Conference

Fair Housing Training

Strengthen Compton Communities

➤ Proposed

Promote self-sufficiency;

Increase tenant skills & income;

Continue and create opportunities for customers of the LHA to improve their skills and job opportunities; and

Apply for additional vouchers

➤ Achieved

Applied for Fiscal Year 2015 Continuum of Care (CoC) Program Competition

50 Homeless Vouchers

Promote Fair Housing & Equal Opportunity

➤ Proposed

Staff to attend Fair Housing Training;

Ensure accessible housing to persons with disabilities; and

Train staff to recognize fair housing issues

➤ Achieved

LHA staff has been trained by Fair Housing;

Continue to improve the distribution of Fair Housing Information; and

Provide informational packets to owners and tenants

Violence Against Women Act (VAWA)

➤ Proposed

#2.

Comply with the VAWA to support and assist victims of domestic violence, dating violence, sexual assault, or stalking.

➤ Achieved

LHA continues to incorporate the requirements under VAWA, stating policies & procedures.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Mayor Brown asked that audience members raise their hand if they would like to speak.

Benjamin Holifield, Compton resident, articulated his support for housing programs that assist the homeless population living in the City of Compton.

Floyd Smith, Compton resident, advised the City Council/Commission to pick one building within the City to service, house, feed, and clothe the homeless community.

David Irons, Compton resident, contended that Compton has the worst First-Time Homebuyers program around; citing issues with lending agencies and real estate professionals.

Ms. Canon, Compton resident, stated that in 2013, she was a witness to a drive-by shooting and as a result of her testimony, her pet was killed and her home was vandalized. She made note that she was threatened and awaiting relocation services.

City Manager Haley assured Ms. Canon that he would assign a staff member to this issue.

Sheik Beyon Bey, Compton resident, solicited the City of Compton to give him charge over a specific number of abandoned properties for the purposes of rehabilitating them for the homeless.

Donald Clyde, former Compton resident, acknowledged the City Manager/Executive Secretary's efforts to allocate revenues to their proposed uses.

Lynn Boone, Compton resident, declared that it is not in accordance with the Compton City Charter to make people raise their hands to indicate whether or not they would like to speak. Additionally, Ms. Boone made comments in regards to the information provided via the staff report, changes to the annual plan and five-year plan, and what entity 322 West Compton Boulevard belongs to.

Ms. Green answered that the administrative plan is prepared and amended by a professional organization called Nan McKay & Associates – copies of the original document can be made available in the City Clerk's Office and at the Local Housing Authority.

Pastor Fisher, Pastor of Greater Zion Church Family, inquired about opportunities to partner with the Local Housing Authority so as to provide housing facilities to financially struggling church members and at-risk youth.

On motion by Zurita, seconded by Sharif, the public hearing closed at 6:45 p.m., by the following vote on roll call:

AYES: Council Members/Commissioners - Zurita, McCoy, Sharif, Brown

NOES: Council Members/Commissioners - None

ABSENT: Council Members/Commissioners - Galvan

COUNCIL/COMMISSION COMMENTS ON THE PUBLIC HEARING - There were no Council/Commission Comments on the Public Hearing.

On motion by Zurita, seconded by Sharif, the City Council meeting recessed at 6:45 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

On motion by Zurita, seconded by Sharif, the City Council meeting reconvened at 7:05 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO SIGN THE PHA PLAN
CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE PUBLIC HOUSING
AUTHORITY ANNUAL PLAN (2015-2016)

It was moved by Zurita, seconded by Sharif, for discussion.

Councilperson Sharif asked the City Manager where the City stands as it relates to providing permanent transitional housing for the homeless.

City Manager Haley answered that the City is currently in the grant application process to obtain funding for the homeless.

Ms. Green made note that she applied for the grant last year and that funds should be received during the month of June 2016 to house homeless individuals and provide the following: advocate services, social services, and healthcare.

Councilperson Sharif asked the City Manager if a portion of the grant funds can be used to cover the costs of rehabilitating an abandoned building. City Manager Haley reported that the requirements of these grant funds will not allow the City to acquire or rent a building for the homeless.

Councilperson Sharif advised the City Manager to select and utilize one of the City's vacant properties. City Manager Haley explained that this particular grant does not allow for the facility to be used for temporary housing.

Ms. Green explained that 50 individuals will receive a voucher to live in their own home permanently after they have been acclimated to that lifestyle.

Mayor Brown recommended a workshop be held for the local non-profits interested in providing services to the homeless.

On motion by Zurita, seconded by Sharif, **Resolution # 24,313** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO SIGN THE PHA PLAN CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE PUBLIC HOUSING AUTHORITY ANNUAL PLAN (2015-2016)**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

APPROVAL OF WARRANTS - There were no warrants to be approved.

#2.

COUNCIL COMMENTS

City Attorney Cornwell stated that Compton Municipal Code Chapter 2-1.8 gives the presiding officer the authority to assess the number of participants during audience participation, so therefore, the request from Mayor Brown to have guests raise their hand was legitimate. In addition, provisions of the City Charter are voted on by the people during the election process and signed by the City Clerk.

Councilperson Zurita offered the following communications/announcements:

- Thanked the City Manager for authorizing the window shades at the Dollarhide Community Center.
- Assured the residents that she submits their requests for street and sidewalk maintenance on Central Avenue, El Segundo, and Rosecrans Avenue.
- Recognized the owner of the Gateway Towne Center for volunteering to donate \$10,000 towards the cost of installing three Compton police officer memorial signs along the 91 freeway.

Meeting adjournment

Roosevelt Johnson

Councilperson McCoy offered the following communications/announcements:

- Thanked the following individuals and groups for ensuring the success of the Compton Creek Clean-Up held last Saturday: DeMenno Kerdoon, Maria Bennini, Jessica Torres, Angel Sotello, Jose A. and the volunteers from the L.A. Conversation Corps.
- Asked the City Manager to explain why the park staff is responsible for cleaning the medians.
 - **City Manager Haley** remarked that park staff was directed by the previous city manager to maintain the street medians. In addition, Mr. Haley stated that this issue will be addressed during the 2016-2017 fiscal year budget.
- Asked that March 22, 2016 be declared Multiple Sclerosis Awareness Day in the City of Compton.

Meeting adjournment

Freida Elizabeth Henderson

Councilperson Sharif offered the following communications/announcements:

- Commented on the success of the First Annual Fundraiser for Restoration Diversion Services.
- Referenced the success of the "First Compton Urban Book Expo" and thanked KILQ radio personalities Shirley Ward and Devonte Styles for their participation.
- Recognized Assemblyman Mike Gipson on the success of his Community Coffee event wherein community members were educated on Assembly Bills 1673 and 2388.
- "Getting to Zero Battling HIV & AIDS" event sponsored by Assemblyman Mike Gipson will be held on Thursday, March 24, 2016 at Charles Drew University from 1 p.m. to 3:30 p.m.

- Advised the parents in the community to look up Senate Bill (SB) 172 (Liu), signed by Governor Brown on October 7, 2015, which suspends the administration of the California High School Exit Examination (CAHSEE) and the requirement that students completing grade twelve successfully pass the high school exit examination as a condition of receiving a diploma of graduation from high school for the 2015–16, 2016–17, and 2017–18 school years. For more information go to <http://www.cde.ca.gov>.

Resident Concerns

- 1) Address the cracked sidewalk at Compton and Alondra Boulevard in front of the bus stop.
- 2) Pothole on Santa Fe and Artesia Boulevard.
- 3) Saint Timothy's residents are concerned about the activities taking place at an abandoned home across the street from the facility.

Mayor Brown offered the following communications/announcements:

- Announced that there will not be a City Council meeting next week, it is the fifth Tuesday. The next City Council meeting will be held Tuesday, April 5, 2016 at 5:30 p.m.
- "Healthy Compton Fitness Challenge" will be hosting a basketball clinic at Lueders Park on Saturday, March 26, 2016 beginning at 8 a.m.
- Welcomed YogurtLand and Grocery Outlet to the City of Compton.
- Commented on the success of the City's MBK Partnership Engagement meeting. Anyone interested in participating in these meetings should call (310) 605-5597.
- Women's Commission and Compton City Council will be hosting the "Annual Women's History Month Luncheon" to be held Saturday, March 26, 2016 from 12 p.m. to 3 p.m. at the Dollarhide Community Center. For more information on how you can RSVP to this event or sign up to be a mentor please call (310) 605-5533.
- Individuals interested in donating canned goods and non-perishable food items to the Los Angeles Regional Food Bank can do so at the Compton Sheriff's Station.

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned at 7:34 p.m. in memory of **Freida Elizabeth Henderson** and **Roosevelt Johnson**, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

City Clerk of the City of Compton

Mayor of the City of Compton

April 5, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT FOR:

**CLAIM NO. I-8873/LI0000606A CINTHIA MENDOZA
CLAIM NO. I-8874/LI0000607A GRACIELA ZUNIGA
CLAIM NO. I-8875/LI0000608A ARTURO A. VARGAS
CLAIM NO. I-8878/LI0000611A JOSE A. DE PAZ
CLAIM NO. I-8879/LI0000612A PABLO ROSAS-CRISTAL
CLAIM NO. I-8880/LI0000613A JOSE EMORALES PEREZ
CLAIM NO. I-8881/LI0000615A SERGIO GARCIA
CLAIM NO. I-8885/LI0000618A PEREZ, IRIS**

SUMMARY

Council will consider the following claims, pursuant to Govt. Code §915, 912.4(a) and 912.6(a):

Claim No. I-8873/LI0000606A Cinthia Mendoza presented on February 22, 2016;
Claim No. I-8874/LI0000607A Graciela Zuniga presented on February 22, 2016;
Claim No. I-8875/LI0000608A Arturo A. Vargas presented on February 24, 2016;
Claim No. I-8878/LI0000611A Jose A. De Paz presented on February 24, 2016;
Claim No. I-8879/LI0000612A Pablo Rosas-Cristal presented on February 22, 2016;
Claim No. I-8880/LI0000613A Jose Emorales Perez presented on February 23, 2016;
Claim No. I-8881/LI0000615A Sergio Garcia presented on February 25, 2016; and
Claim No. I-8885/LI0000618A Iris Perez presented on March 3, 2016.

BACKGROUND

The City was presented with eight (8) claims for property damage as listed above. The Claimants state that their vehicles were damaged by potholes on Alameda Street near Mealy Street in Compton, California. The incidents occurred between February 19, 2016 and February 20, 2016.

Our investigation confirmed that the City contracted with Sully-Miller Contracting Company as part of the Water Bond Improvement Project No. 170, Resolution No. 24,235 (CIP #170W) and was working on the evacuation of potholes to identify existing utilities and determine alignment on Alameda Street from Alondra Boulevard to Oris Street during the stated time near the alleged incident. Pursuant to our contract with Sully-Miller Contracting Company, the company is obligated to promptly remedy its potential liability at its cost without reimbursement by the City. We have contacted Sully-Miller Contracting Company and their insurance company, Liberty Mutual Insurance Company for resolution of these claims and request that these claims be denied.

FINANCIAL IMPACT

#3.

Approximately Ten Thousand Three Hundred Forty Five Dollars (\$10,345).

RECOMMENDATION

Staff recommends that these claims be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

April 5, 2016

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTI-YEAR AGREEMENTS WITH VARIOUS SERVICE PROVIDERS FOR THE CITY'S SELF-INSURED WORKERS' COMPENSATION PROGRAM

SUMMARY:

The City Council will consider adopting a Resolution authorizing the City Manager to enter into three (3) year agreements (Fiscal Years 2015/16 through 2017/18) with various service providers for the provision of workers' compensation services for the City's self-insured workers' compensation program.

BACKGROUND:

All employers in California are required by law to pay for the medical treatment and lost wages of employees who suffer job-related injuries or illnesses. The State intends that employers should assume the costs of injuries, illnesses and deaths that occur on the job without regard to fault and that employers should partially replace wage income lost. The City of Compton has been self-insured and self-administered for its Workers' Compensation Program since 1981. The City has implemented an assertive cost-containment program and also provides efficient service to City employees who have suffered a work-related injury, as well as vigorously defend disputed claims.

STATEMENT OF ISSUE:

It is an industry-wide practice to maintain a panel of professionals, who will also act as partners, to assist in the maintenance of a successful Workers' Compensation Program. The current Workers' Compensation Program's vendor panel term has expired. Year round the Risk Manager/Workers' Compensation Division of the City Attorney's Office receives service proposals from numerous professional service providers in the workers' compensation industry. After reviewing these proposals staff has determined that the following vendors would best partner with the City in a continuing effort to manage a viable self-insured program:

#4.

**Staff Report – Resolution Authorizing Contracts
Various Workers’ Compensation Service Providers
April 5, 2015, page 2**

ISYS (nurse case management), Allied Managed Care (nurse case management), Access Integrated Healthcare (diagnostic), One Call Medical (diagnostic), Orangecoast DME (durable medical equipment), Compstar (bill review), US Healthworks, (industrial clinic), Digistream (investigations) CoventBridge (investigations - formerly known as Global Options), R.J.N. Investigations, Law Offices of Irene Bowdry, Hayford & Felchlin Law Offices, Hanna & Brophy Law Offices, Aon Insurance Services (broker), and EK Health.

Costs for services are as follows:

20% PPO Discount, 9% physician & facility bills, duplicates, reconsiderations – no charge	-	Compstar
\$90 per hour	-	ISYS
\$325-\$650	-	Access Integrated
\$495 to \$825	-	One Call Medical
OMFS*	-	Orangecoast - DME
OMFS	-	US Healthworks
UR \$85 per review, Nurse Case Management \$90 to \$95	-	Allied Managed Care
\$75 per hour	-	RJN Investigations
\$75 per hour	-	CoventBridge
\$595 flat, background check, half day \$995 flat surveillance, full day	-	Digistream
\$125 to \$160 per hour	-	Irene Bowdry Law Offices
\$150 to \$165 per hour	-	Hayford & Felchlin Law Offices

**Staff Report – Resolution Authorizing Contracts
Various Workers’ Compensation Service Providers
April 5, 2015, page 3**

\$115-\$200/hr	-	Hanna Brophy Law Offices
10 -20% Fee Based	-	Aon Insurance
\$9/prescription	-	EK Health

(*OMFS is Official Medical Fee Schedule)

FINANCIAL IMPACT:

Funds for these services are allocated in Account No. 6300 420000 4265. These agreements will be for the 2015-16, 2016-17, 2017-18 Fiscal Years.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution.

**MONICA TURNER
RISK MANAGER**

**CRAIG CORNWELL
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**ROGER L HALEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTI-YEAR AGREEMENTS WITH VARIOUS SERVICE PROVIDERS FOR THE CITY’S SELF-INSURED WORKERS’ COMPENSATION PROGRAM

WHEREAS, all employers in California are required by law to pay for the medical treatment and lost wages of employees who suffer job-related injuries or illnesses; and

WHEREAS, the City of Compton has been self-insured and self-administered for its Workers’ Compensation Program since 1981 and has implemented an assertive cost containment program and also provides efficient service to City employees who have suffered a work-related injury, as well as vigorously defend disputed claims; and

WHEREAS, it is an industry-wide practice to maintain a panel of professionals, who will also act as partners, to assist in the maintenance of a successful Workers’ Compensation Program and the City’s current Workers’ Compensation Program’s vendor panel term has expired; and

WHEREAS, after reviewing various proposals submitted by workers’ compensation service providers staff has determined that the following vendors would best partner with the City in a continuing effort to manage a viable self-insured program: ISYS (nurse case management), Allied Managed Care (nurse case management), Access Integrated Healthcare (diagnostic), One Call Medical (diagnostic), Orangecoast DME (durable medical equipment), Compstar (bill review), US Healthworks, (industrial clinic), Digistream (investigations) CoventBridge (investigations - formerly known as Global Options), R.J.N. Investigations, Law Offices of Irene Bowdry, Hayford & Felchlin Law Offices, Hanna & Brophy Law Offices, Aon Insurance Services (broker), and EK Health; and

WHEREAS, funds are available to pay these expenditures in the 2015-16 Fiscal Year Budget of the City Attorney’s Office in Account No. 6400 420 000 4265.

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

Section 1. That the City Manager is authorized to enter into a three (3) year (July 1, 2015 through June 30, 2018) agreement with each of the following Workers’ Compensation Program services providers at the costs specified:

- | | |
|---|---------------------|
| 20% PPO Discount, 9% physician & facility bills, duplicates, reconsiderations – no charge | - Compstar |
| \$90 per hour | - ISYS |
| \$325-\$650 | - Access Integrated |
| \$495 to \$825 | - One Call Medical |
| OMFS* | - Orangecoast DME |
| OMFS | - US Healthworks |

UR \$85 per review, Nurse Case Management \$90 to \$95	- Allied Managed Care
\$75 per hour	- RJN Investigations
\$75 per hour	- CoventBridge
\$595 flat, background check, half day \$995 flat surveillance, full day	- Digistream
\$125 to \$160 per hour	- Irene Bowdry Law Offices
\$150 to \$165 per hour	- Hayford & Felchin Law Offices
\$115-\$200/hr	- Hanna Brophy Law Offices
10 -20% Fee Based	- Aon Insurance
\$9/prescription	- EK Health

(*OMFS is Official Medical Fee Schedule)

Section 2. That funds for these contracted services for Fiscal Year 2015-2016 are allocated in Account No. 6300 42000 4265. Funding for the remaining years of the agreements will be allocated in future City budgets.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller and the City Clerk.

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

ADOPTED this ____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____
Page 3

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 _____, 2016.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTI-YEAR AGREEMENTS WITH VARIOUS SERVICE PROVIDERS FOR THE CITY’S SELF-INSURED WORKERS’ COMPENSATION PROGRAM

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

3/15/2016 12:37:06 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/30/2016 2:35:56 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/30/2016 1:28:07 PM
DATE

Roger Haley
CITY MANAGER

3/15/2016 2:36:46 PM
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.

April 5, 2016

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO AON RISK INSURANCE SERVICES WEST, INC. AND FIRST INSURANCE FUNDING CORPORATION FOR PAYMENT OF ADDITIONAL FEES FOR THE CITY'S 2015-2016 INSURANCE POLICIES (\$17,330.85)

SUMMARY:

The City Council will consider adopting a Resolution authorizing the City Manager to issue a purchase order to Aon Risk Insurance Services West, Inc. ("Aon") and First Insurance Funding Corporation ("First Insurance") in the amount of \$17,330.85 for a late penalty assessment on the City's insurance premium that was due in January 2016 for the City's 2015-2016 insurance policies.

BACKGROUND:

On July 7, 2015, the City Council adopted Resolution No. 24,184, which authorized the City Manager to execute an insurance binder with the City's insurance broker, Aon for renewal of the following policies of insurance for Fiscal Year 2015-2016 (July 1, 2015 through June 30, 2016): Crime, Directors and Officers/Employment Liability, Public Entities General Liability and Excess, Property, Difference In Conditions, Excess Workers' Compensation, Athletics General Liability and Group Accident, Commercial Auto Physical Damage and Dial-A-Ride Auto and the Dollarhide Special Events GL policy for December 5, 2015 through December 4, 2016. These types of insurance coverage's assist in limiting the City's financial risk in the event of injury, accident or incident.

Additionally, the City Manager was authorized to issue a purchase order to Aon and First Insurance in the amount of \$1,603,381.79 for the financing of the costs of the premium for all lines of insurance indicated above. A payment plan was arranged with Aon and First Insurance for Fiscal Year 2015-2016, excluding the Special Events GL policy, which required a down payment of \$543,549.51 and three installments of \$346,610.63 each.

#5.

Staff Report – Resolution Authorizing P.O. (\$17,330.85)
Aon/First Insurance for Late Penalty Assessment
April 5, 2015, page 2

STATEMENT OF ISSUE:

First Insurance's payments are due in three (3) installments: October 1, 2015, January 1, 2016 and April 1, 2016. While the January 1, 2016 installment payment was processed timely it was not mailed until after the due date, thus, First Insurance has assessed a penalty on late the payment in the amount of \$17,330.85, which must be paid or risk cancellation of the City's policies.

FINANCIAL IMPACT:

Funds are available to pay this assessment in the 2015-16 Fiscal Year Budget of the City Attorney's Office in Account No. 2000 420 000 4268.

ALTERNATIVE:

The alternative would be to not pay the late fee, which could result in cancellation of the above policies and difficulty in obtaining insurance for the next fiscal year.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution.

MONICA TURNER
RISK MANAGER

CRAIG CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

ROGER HALEY
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 AON RISK INSURANCE SERVICES WEST, INC. AND FIRST INSURANCE FUNDING CORPORATION FOR PAYMENT OF ADDITIONAL FEES FOR THE CITY'S 2015-2016 INSURANCE POLICIES (\$17,330.85)

WHEREAS, on July 7, 2015, the City Council adopted Resolution No. 24,184, which authorized the City Manager to execute an insurance binder with the City's insurance broker, Aon Risk Insurance Services West, Inc. ("Aon") for renewal of the various City policies of insurance for Fiscal Year 2015-2016 (July 1, 2015 through June 30, 2016); and

WHEREAS, Resolution No. 24,184, also authorized the City Manager to issue a purchase order to Aon and First Insurance Funding Corporation ("First Insurance") in the amount of \$1,603,381.79 for the financing of the costs of the premium for all lines of insurance for the City and a payment plan was arranged with Aon and First Insurance, which required a down payment of \$543,549.51 and three installments of \$346,610.63 each; and

WHEREAS, First Insurance's payments are due in three (3) installments: October 1, 2015, January 1, 2016 and April 1, 2016 and while the January 1, 2016 installment payment was processed timely it was not mailed until after the due date and as a result First Insurance has assessed a penalty on the late payment in the amount of \$17,330.85, which must be paid or risk cancellation of the City's policies; and

WHEREAS, funds are available to pay this assessment in the 2015-16 Fiscal Year Budget of the City Attorney's Office in Account No. 2000 420 000 4268.

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

SECTION 1. That the City Manager is authorized to issue a purchase order to Aon Risk Insurance Services West, Inc. and First Insurance Funding Corporation in the amount of Seventeen Thousand Three Hundred Thirty Dollars and Eighty-Five Cents (\$17,330.85) in payment of the late fee penalty due on the City's insurance portfolio for Fiscal Year 2015-2016.

SECTION 2. That the funds for this expenditure are available in the 2015-2016 Fiscal Year Budget of the City Attorney's Office in Account No. 2000 420 000 4268.

SECTION 3. That a certified copy of this Resolution will be filed in the offices of the City Manager, City Attorney, City Clerk and Controller.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to this Resolution.

ADOPTED this ____ day of _____, 2016.

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 a regular meeting thereof held on the ____ day of _____, 2016.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO AON RISK INSURANCE SERVICES WEST, INC. AND FIRST INSURANCE FUNDING CORPORATION FOR PAYMENT OF ADDITIONAL FEES FOR THE CITY’S 2015-2016 INSURANCE POLICIES (\$17,330.85)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

3/15/2016 12:37:14 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/30/2016 2:37:46 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/30/2016 1:30:39 PM
DATE

Roger Haley
CITY MANAGER

3/17/2016 9:31:25 AM
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.

April 5, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: ROBERT DELGADILLO, SENIOR PLANNER
PLANNING & ECONOMIC DEVELOPMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING TENTATIVE PARCEL MAP NO. 72354 SUBDIVIDING AN
18,594 SQUARE FOOT PARCEL OF LAND INTO THREE SINGLE
FAMILY LOTS AT 1800 WEST 134TH STREET**

SUMMARY

The City Council will consider adopting a resolution approving Tentative Parcel Map 72354, a request to subdivide one (1) parcel of land into three (3) smaller parcels in accordance with the State Subdivision Map and Chapter XXVII of the Compton Municipal Code ("CMC"). The applicant, Maria Rodriguez has requested the subdivision to construct a single-family dwelling on each of the three (3) proposed lots.

BACKGROUND

On February 12, 2014, the Planning Commission recommended approval of Tentative Parcel Map No. 72354. The property is located on the northwest corner of Water Way and West 134th Street. The subject site is an 18,594 square foot rectangular-shaped parcel of land. The lot measures 172 feet wide along West 134th Street and approximately 110 feet deep along North Water Way. The property is undeveloped with no existing structures.

STATEMENT OF ISSUE:

The applicant is requesting to subdivide the existing 18,594 square foot lot into three (3) new parcels. Parcels 1 through 3 are intended to be developed for single-family residences only. The table below shows the proposed lot sizes.

Single-Family Lot 1	5,507 Sq. ft.
Single-Family Lot 2	5,507 Sq. ft.
Single-Family Lot 3	7,940 Sq. ft

#7.

**Staff Report – Resolution Approving Tentative
Parcel Map No. 72354/1800 West 134th Street
April 5, 2016, Page 2 of 2**

The General Plan land use designation for this site is Low-Density Residential, which is consistent with goals of objectives of the Tentative Parcel Map. The subject site is zoned Low-Density Residential (R-L). Properties to the west, south and north are existing single-family dwelling. Directly east is a legal nonconforming commercial business in an R-L zone. The proposed infrastructure improvements will include new sewer lines and sidewalks. The streets are already developed.

ALTERNATIVE

Council may sustain, modify, reject or overrule any recommendations of the Planning Commission and make such findings not inconsistent with the provisions of the Subdivision Map Act or CMC Chapter 28.

FISCAL IMPACT

Approval of the Tentative Parcel Map will not result in any unanticipated negative impact to the General Fund. The financial aspect of development of three residential homes on-site was already considered when the General Plan designated the site Low Density Residential and the property was zoned for residential development.

RECOMMENDATION

Staff recommends that City Council adopt the attached Resolution approving Tentative Parcel Map No. 72354.

**ROBERT DELGADILLO, SENIOR PLANNER
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING TENTATIVE PARCEL MAP NO. 72354 SUBDIVIDING AN
18,594 SQUARE FOOT PARCEL OF LAND INTO THREE SINGLE FAMILY
LOTS AT 1800 WEST 134TH STREET**

WHEREAS, Applicant Maria Rodriguez has made application for Tentative Parcel Map No. 72354 in accordance with the Section 30-8 of the Compton Municipal Code for the use of certain real property situated in the City of Compton, legally described as follows:

THAT PORTION OF THE 249.89 ACRES PARCEL OF LAND, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO M. KELLER, IN THE PARTITION OF THE TAJAUTA RANCHO, AS SHOWN ON MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, AS DESCRIBED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 2 OF TRACT NO. 3626 AS SHOWN ON MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 NORTH 89 DEGREES 37' 30" EAST 580.21 FEET TO A LINE THAT IS PARALLEL WITH AND 580.13 FEET EASTERLY MEASURED AT THE RIGHT ANGLES, FROM THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP; THENCE PARALLEL WITH SAID NORTHERLY LINE NORTH 89 DEGREES 37' 30" EAST 172.10 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 752.21 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH 0 DEGREES 33' EAST 60 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LAST MENTIONED PARALLEL LINE NORTH 0 DEGREES 33' 30" EAST 110.12 FEET TO A LINE THAT IS PARALLEL WITH AND 40 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE No. AO 15828 ON FILE IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG THE LAST MENTIONED PARALLEL LINE SOUTH 89 DEGREES 37' 10" WEST 172.10 FEET TO A LINE THAT IS PARALLEL WITH AND 580.13 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID CENTRAL AVENUE; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH 0 DEGREES 33' 30" WEST 110.12 FEET TO A LINE THAT IS PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH 89 DEGREES 37' 30" EAST 172.10 FEET TO THE TRUE POINT OF BEGINNING.

Location: 1800 West 134TH Street in Compton, California, Assessed Parcel Number: 6145-003-008; and

WHEREAS, approval of a Tentative Parcel Map No. 72354 is required to subdivide Parcel No. 6145-003-008 into three (3) separate smaller lots for future development as single family residences; and

WHEREAS, the proposed lots meet all zoning design standards; and

WHEREAS, this project is categorically exempt under Section 15315 Minor Land Divisions of the California Environmental Quality Act guidelines pursuant to Public Resources Code; and

WHEREAS, the proposed subdivision is consistent with the General Plan Land Use designation of Low-Density Residential (LDR) and zoning of Low-Density Residential (R-L); and

WHEREAS, Tentative Parcel Map No. 72354 complies with all applicable provisions of the Subdivision Map Act and Chapter 28 of the Compton Municipal Code; and

WHEREAS, a public hearing upon said request for approval of Tentative Parcel Map No. 72354 was held before the Planning Commission on February 12, 2014; and

WHEREAS, pursuant to Section 28-3.11 of the Compton Municipal Code, a public hearing on the applicant's request and the Planning Commission's recommendation was held before the City Council on April 5, 2016; and

WHEREAS, the City Council has received testimony and reviewed documentary evidence, is fully advised of the premises at issue, and the matter that has been submitted for decision.

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

Section 1. That the City Council finds that:

- A. That the proposed division of land conforms to the Low-Density Residential (R-L) zoning designation and the Low-Density Residential (LDR) General Plan designation of the property.
- B. That the proposed subdivision pattern and intensity conforms to existing land use and residential development in the surrounding area.
- C. That the proposed subdivision will not be detrimental to the surrounding area.

Section 2. That the request to subdivide an existing 18,954 square foot lot, located at 1800 West 134th Street, Compton, California (APN 6145-003-008, legally described above) into three (3) separate smaller parcels for future development as single family residences respectively, are subject to the following conditions:

a. That a six-foot high block wall shall be constructed along the south and east perimeter side property lines of the subdivision for the eastern lot adjacent to the existing commercial business.

b. That a plan for providing water service to the subdivision, including water meter location, shall be submitted to and be approved by the Public Works Department and the Compton Municipal Water Department prior to approval of the Final Map by the City Engineer; that water lines shall be built to City standards and that each lot shall have separate water service.

c. That a plan for providing sewer service to the subdivision shall be submitted to and approved by the Public Works Department prior to approval of the Final Map by the City Engineer; that sewer lines shall be built to City standards and that each lot shall have separate sewer service.

d. That a permanent monument shall be set at each boundary corner within the subdivision, the type and design of which shall be approved by the Public Works Department.

e. That the applicant shall file with the City all deposits and bonds as the City Engineer and/or the Planning Director determine are necessary to comply with Section 28-22 of the Compton Municipal Code.

f. That the applicant shall construct curbs and gutters, sidewalks along the front of the proposed lots, and plant a tree per house. All work shall be approved prior to construction by the Public Works Department.

Resolution No. _____

Page 3

g. That the applicant constructs an ADA compliant handicap accessible ramp at the southwest corner of West 134th Street and Water Way.

h. That the applicant submits street paving plans for approval from the Public Works Department.

i. That a Park & Recreation fee, equal to the fair market value of the land otherwise required to be dedicated, in the amount of 2% of fair market value shall be paid to the Planning and Economic Development Department prior to the Final Map approval.

j. That percolation tests, soil tests, and geological and/or soils reports, as required by the Public Works Department, shall be provided.

k. That the grading and hydrology, plans as required by the Building and Safety and Public Works Departments shall be submitted to and approved by said departments prior to approval of the Final Map by the City Engineer.

l. That the applicant shall submit a drainage plan and demonstrate to the satisfaction of the City Engineer that there will be no cross drainage between lot lines within Tentative Parcel Map No. 72354. That work necessary to meet this condition shall be the responsibility of the applicant and shall, if required, be performed prior to approval of the Final Map by the City Engineer.

m. That a copy of the Final Map and a letter from the Public Works Department indicating that all conditions of approval have been met prior to its approval by the City Engineer shall be submitted by the applicant to the Planning Department prior to recordation with the Los Angeles County Recorder.

n. That design, improvement and construction shall conform to, and be in full compliance with, all requirements of all building, fire, and housing codes, the zoning provisions, and all other applicable State statutes and local ordinances.

o. That the Final Map shall be prepared and filed with the Recorder of Los Angeles County within two years (24 months) after approval of Tentative Parcel Map No 72354 by the City Council.

p. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and of Sections 28-1 through 28-12, inclusive, of the Compton Municipal Code.

Section 3. That this Resolution shall not become effective until the applicant records with the Recorder of Los Angeles County an Acceptance Form in accordance with the requirements of Subsection 30-26.5 of the Compton Municipal Code.

Section 4. That a copy of this Resolution shall be mailed to the applicant and filed with the City Clerk and Planning and Economic Development Department.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution

ADOPTED this ____ day of _____, 2016.

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 the ____ day of _____, 2016.

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

PLANNING DEPARTMENT SUBDIVISION REPORT

CASE NO. - Tentative Parcel Map No. 72354
LOCATION - 1800 W. 134th St.
PROPOSAL - Three Lot Residential Subdivision
HEARING DATE - February 12, 2014

GENERAL INFORMATION

Applicant

Maria Rodriguez
P.O. Box 90242
Downey, CA 90242

Requested Action/Applicable Regulations

The applicant proposes to subdivide an existing 18,954 square foot lot into three separate smaller parcels for future development as single family residences.

Location

The site is located on the northwest corner of Water Way and W. 134th Street.

Zoning and Land Use

The site is zoned R-L (Low Density Residential) and is currently vacant. The adjacent properties to the north, west are zoned R-L and are developed with single-family homes. The properties to the east and south have existing commercial businesses and are zoned M-H (Heavy Manufacturing).

General Plan

The General Plan designates this area for low-density residential development.

Environmental Review

This project is Categorical Exempt in accordance with Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act.

PROJECT DESCRIPTION

The property is located in the northern area of Compton on the northwest block of Water Way and W. 134th St. The subject site is an 18,594 square foot rectangular-shaped parcel of land. The lot measures 172 feet wide along W. 134th St. and approximately 110 feet deep along N. Water Way. The property is undeveloped with no existing structures. The applicant proposes to subdivide the property into three single family lots. The three lots are oriented towards W. 134th St. (see attached parcel map).

ANALYSIS AND RECOMMENDATION

The proposed subdivision is consistent with the General Plan Land Use designation of Low Density Residential (LDR). The zoning code stipulates that new lots created must comply with the following three standards: lot size (5,000 square feet), lot width (50 feet) and lot depth (100 feet). As proposed, all lots meet the minimum square footage lot width and lot depth requirements.

Staff recommends that the Planning Commission recommend approval to the City Council of Tentative Parcel Map No. 72354 subject to the findings contained herein.

FINDINGS FOR TENTATIVE PARCEL MAP 72354

1. That the proposed division of land and proposed development conforms to the R-L (Low Density) zoning designation and the Low-Density Residential General Plan designation of the property.
2. That the proposed subdivision pattern and intensity of conforms to existing land use and development in the surrounding residential neighborhood.
3. That the proposed subdivision will not be detrimental to the surrounding area.

CONDITIONS OF APPROVAL

1. That a six-foot high block wall shall be constructed along the rear and outside perimeter side property lines of the subdivision for the eastern lot adjacent to the existing commercial business.
2. That a plan for providing water service to the subdivision, including water meter location, shall be submitted to and be approved by the Public Works Department and the Compton Municipal Water Department prior to approval of the Final Map by the City Engineer; that water lines shall be built to City standards and that each lot shall have separate water service.

- [illegible]

#7.

TPM 72354
February 13, 2014
Page 4 of 4

14. That design, improvement and construction shall conform to, and be in full compliance with, all requirements of all building, fire, and housing codes, the zoning provisions, and all other applicable State statutes and local ordinances.
15. That the Final Map shall be prepared and filed with the Recorder of Los Angeles County within two years (24 months) after approval of Tentative Parcel Map No 72354 by the City Council.
16. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and of Sections 28-1 through 28-12, inclusive, of the Compton Municipal Code.

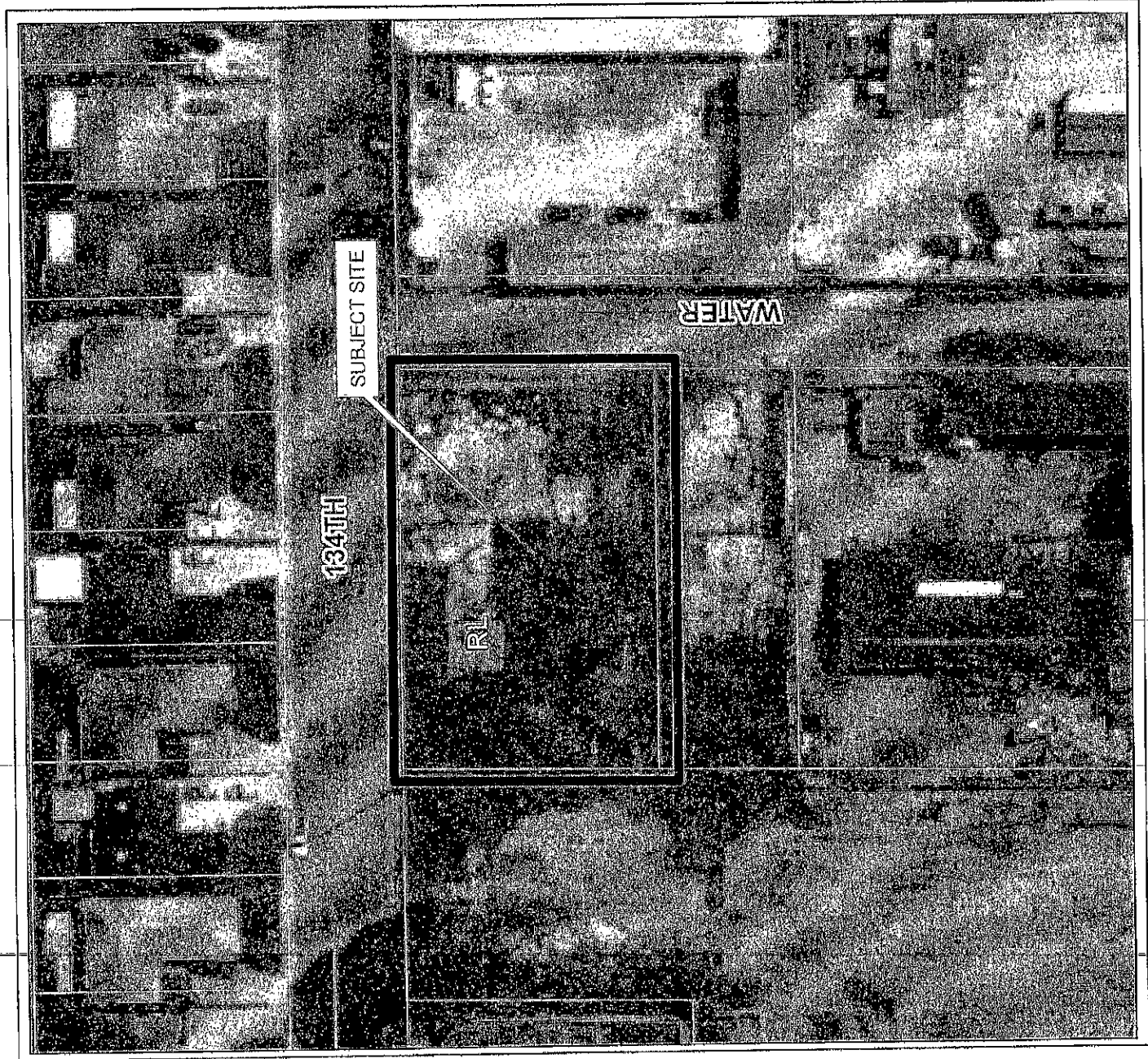
Attachment

Aerial Map
Zoning Map
Land Use Map
Tentative Parcel Map No. 72354

CITY OF COMPTON

AERIAL MAP

Tentative Parcel Map No. 72354
1800 W. 134th St.
APN: 6145-003-008



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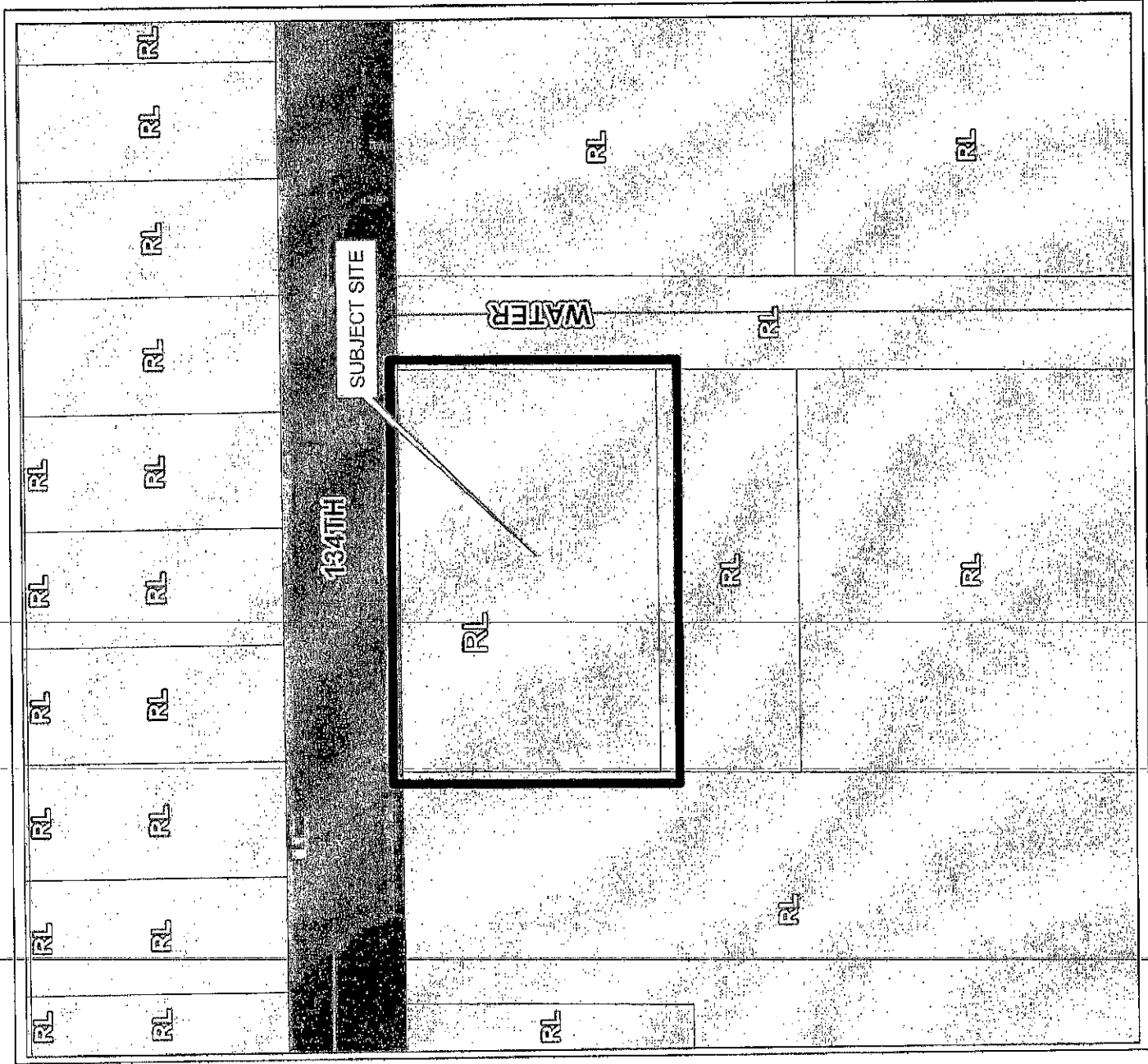
CITY OF COMPTON

ZONING MAP

Tentative Parcel Map No. 72354
1800 W. 134th St.
APN: 6145-003-008

Legend

- 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

ZONING MAP

Tentative Parcel Map No. 72354
1800 W. 134th St.
APN: 6145-003-008

Legend

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CITY OF COMPTON

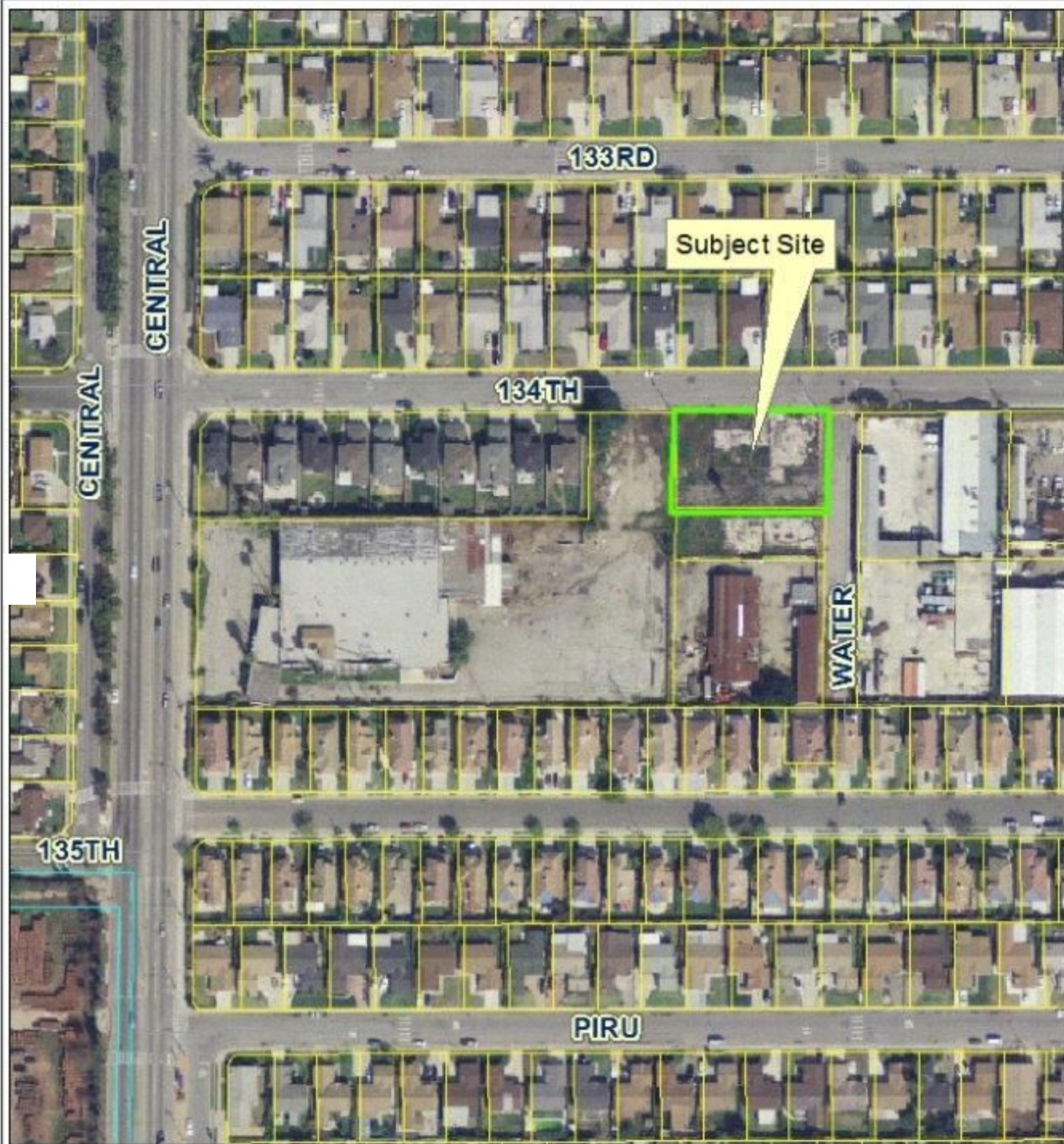
AERIAL MAP

Tentative Parcel Map No. 72354
1800 W. 134th St.
APN: 6145-003-008



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CITY OF COMPTON



AERIAL MAP

Tentative Parcel Map No. 72354
1800 W. 134th St.
APN's: 6145-003-008

Legend



City Limits



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RESOLUTION SIGN-OFF FORM

DEPARTMENT: Planning

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TENTATIVE PARCEL MAP NO. 72354 SUBDIVIDING AN 18,594 SQUARE FOOT PARCEL OF LAND INTO THREE SINGLE FAMILY LOTS AT 1800 WEST 134TH STREET

Robert Delgadillo
DEPARTMENT MANAGER’S SIGNATURE

3/28/2016 8:04:45 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/30/2016 3:00:37 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/30/2016 1:32:58 PM
DATE

Roger Haley
CITY MANAGER

3/30/2016 6:55:35 AM
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.

April 5, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO CAUSE THE ISSUANCE OF CITY OF COMPTON, CALIFORNIA (LOS ANGELES COUNTY, CALIFORNIA) SEWER REVENUE REFUNDING BONDS, SERIES 2016, TO FINANCE, IN WHOLE OR IN PART, THE COST OF THE UNDERTAKING NOW CONTEMPLATED; TO PROVIDE FOR THE FORM OF A SUPPLEMENTAL SEWER REVENUE REFUNDING BOND INDENTURE; AND FOR OTHER PURPOSES

SUMMARY

On March 15, 2016, City Council approved a resolution (the “**Parameters Resolution**”) that established parameters under which the City of Compton would issue Series 2016 Sewer Revenue Refunding Bonds (the “**Refunding Bonds**”) for the purpose of refinancing and refunding all or a portion of the City’s previously issued Series 1998 Sewer Revenue Refunding Bonds and Series 2009 Sewer Revenue Bonds. The Parameters Resolution also authorized the City Manager to execute agreements for the commencement of the legal and financial services in connection with the issuance of the Refunding Bonds.

IFS Securities, Inc. (the “**Underwriter**”) would like to market the Refunding Bonds to potential investors during the weeks of April 11 or April 18 and it is now appropriate to approve a form of indenture under which the Refunding Bonds will be issued and to authorize the City Manager to execute appropriate instruments to sell the Refunding Bonds to the Underwriter.

Accordingly, this Resolution approves the form of supplemental trust agreement under which the Refunding Bonds are to be issued and authorizes the City Manager to do and perform any and all acts and things, from time to time, consistent with the Parameters Resolution and this Resolution, including the execution of the Fourth Supplement and a Purchase Contract providing for the issuance and sale of the Refunding Bonds. The City Manager shall provide to the City Council within a reasonable time following the execution of the Purchase Contract a summary of the sale of the Refunding Bonds and the City Council shall receive and file same.

STATEMENT OF THE ISSUE

Staff has received a recommendation from IFS Securities, Inc. that, due to present market conditions, it is advisable, feasible and in the best interest of the City that the Refunding Bonds be marketed to potential investors during the weeks of April 11 or 18.

This Resolution approves the form of supplemental trust agreement under which the Refunding Bonds are to be issued and authorizes the City Manager to do and perform any and all acts and things, from time to time, consistent with the Parameters Resolution and this Resolution, including the execution of the Fourth Supplement and a Purchase Contract providing for the issuance and sale of the Refunding Bonds. The City Manager shall provide to the City Council within a reasonable time following the execution of the Purchase Contract a summary of the sale of the Refunding Bonds and the City Council shall receive and file same.

ALTERNATIVE

City Council may choose not to issue and deliver the Refunding Bonds.

RECOMMENDATIONS

Staff recommends that City Council approve the attached resolution.

**ROGER HALEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO CAUSE THE ISSUANCE OF CITY OF COMPTON, CALIFORNIA (LOS ANGELES COUNTY, CALIFORNIA) SEWER REVENUE REFUNDING BONDS, SERIES 2016, TO FINANCE, IN WHOLE OR IN PART, THE COST OF THE UNDERTAKING NOW CONTEMPLATED; TO PROVIDE FOR THE FORM OF A SUPPLEMENTAL SEWER REVENUE REFUNDING BOND INDENTURE; AND FOR OTHER PURPOSES

WHEREAS, the City of Compton (the “**City**”), a municipal corporation and chartered city of the State of California, wishes to refund outstanding indebtedness authorized by Section 53571 of the California Government Code; and

WHEREAS, the City is authorized to refund outstanding indebtedness pursuant to Article 10 of Chapter 3, Part 1, Division 2, Title 5 of the California Government Code, being Sections 53570 through 53572, inclusive, as amended, and the Charter of the City of Compton (as amended, the “**City Charter**”) (collectively, the “**Authorizing Law**”), for purposes authorized by California Government Code Section 53571 and the City Charter, respectively, such indebtedness to be represented by a note or notes of the City; and

WHEREAS, pursuant to the Authorizing Law, such note or notes are to be issued pursuant to a resolution of the City Council of the City (the “**City Council**”) and may be issued from time to time as provided in such resolution; and

WHEREAS, the City Council previously adopted Resolution No. 24,304 (the “**Parameters Resolution**”) on March 15, 2016, authorizing the issuance of the Series 2016 Bonds upon the prior satisfaction of certain terms and conditions; and

WHEREAS, the Parameters Resolution provided that the proceeds of the Series 2016 Bonds shall be used to refund a portion of the Prior Bonds; and

WHEREAS, the City Council comes now to authorize the City Manager of the City to take all necessary actions to cause the final issuance of the Series 2016 Bonds, including approving the final interest rates, final principal amounts, and terms for the Series 2016 Bonds in satisfaction of the parameters set forth by the Parameters Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City as follows:

Section 1. That this Resolution is adopted pursuant to the provisions of the Authorizing Law and other applicable laws.

Section 2. That a series of bonds to be issued under that certain Master Trust Agreement between the City and U.S. Bank National Association dated as of July 1, 1993 is hereby authorized by the City Council pursuant to the Fourth Supplemental Trust Agreement (the “**Fourth Supplement**”), the unexecuted form of which is attached hereto as Exhibit A, approved hereby, and incorporated herein by reference. The bonds shall be known as the “City of Compton, California (Los Angeles County, California) Sewer Revenue Refunding Bonds, Series 2016” (the “**Series 2016 Bonds**”) and may be issued in one or more series.

Section 3. That the City shall be, and hereby is, authorized to enter into a Bond Purchase Agreement with IFS Securities, Inc. (the “**Purchase Contract**”) providing for the sale of the Series 2016 Bonds within the parameters set forth in the Parameters Resolution.

Section 4. That the City Council hereby appoints the City Manager to do and perform any and all acts and things, from time to time, consistent with the Parameters Resolution and this Resolution, including the execution of any and all instruments necessary or convenient for the issuance of the Series 2016 Bonds, including the Fourth Supplement and a Purchase Contract providing for the issuance and sale of the Series 2016 Bonds, and the Escrow Deposit Agreement previously authorized to be executed pursuant to the Parameters Resolution. Upon the advice of the City Attorney, the City Manager is hereby authorized to execute and deliver any and all documents that are necessary or appropriate in connection with the issuance of the Series 2016

Bonds, including the Fourth Supplement, the Purchase Contract, and the Escrow Deposit Agreement for and on behalf of the City and the City Clerk is hereby authorized to attest the same and affix the seal of the City Council thereto. The City Manager shall provide to the City Council within a reasonable time following the execution of the Purchase Contract a summary of the sale of the Refunding Bonds and the City Council shall receive and file same.

Section 5. That copies of this Resolution shall be filed in the offices of the City Clerk, the City Manager, the City Attorney, the City Treasurer, and the City Controller, and the Mayor shall sign and the City Clerk shall attest, each to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2016.

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 L. 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 _____, 2016.

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

EXHIBIT A

[ATTACHED]

FOURTH SUPPLEMENTAL TRUST AGREEMENT
SEWER REVENUE BONDS

by and between the

CITY OF COMPTON, CALIFORNIA

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of April 1, 2016

CITY OF COMPTON, CALIFORNIA
(LOS ANGELES COUNTY, CALIFORNIA)
SEWER REVENUE REFUNDING BONDS, SERIES 2016A

CITY OF COMPTON, CALIFORNIA
(LOS ANGELES COUNTY, CALIFORNIA)
SEWER REVENUE REFUNDING BONDS, SERIES 2016B

(Supplemental to the City of Compton Sewer Revenue Bonds
Trust Agreement dated as of September 1, 1993)

This FOURTH SUPPLEMENTAL TRUST AGREEMENT, dated as of April 1, 2016 (the "Fourth Supplement"), by and between the CITY OF COMPTON, CALIFORNIA (the "City"), a municipal corporation and chartered city duly organized and existing under the Constitution and laws of the State of California, and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"),

W I T N E S S E T H

WHEREAS, pursuant to the City's Charter and Chapter 32 of the Compton Municipal Code (the "Bond Law"), the City is authorized to issue revenue bonds to finance the acquisition, construction, improvement, furnishing, equipping, remodeling, repair, reconstruction or rehabilitation of the wastewater treatment and collection facilities of the City (the "Sewer System") or for the purpose of refunding bonds issued for such purposes; and

WHEREAS, in accordance with the Bond Law and a Trust Agreement (the "Master Trust Agreement") and a First Supplemental Trust Agreement (the "First Supplement"), each dated as of September 1, 1993, and each by and between the City and U.S. Bank National Association, as successor trustee (the "1993 Trustee"), the City has previously issued its Sewer Revenue Bonds, Series 1993 (the "Series 1993 Bonds") in an aggregate principal amount of \$7,715,000 to provide funds to fund improvements to the Sewer System; and

WHEREAS, in accordance with the Master Trust Agreement and a Second Supplemental Trust Agreement, dated as of June 1, 1998 (the "Second Supplement"), each by and between the City and U.S. Bank National Association (the "1998 Trustee"), the City has previously issued its Sewer Revenue Refunding Bonds, Series 1998 (the "Series 1998 Bonds") in an aggregate principal amount of \$8,310,000 to refinance a portion of the costs of replacing and upgrading the Sewer System by refunding the Series 1993 Bonds; and

WHEREAS, in accordance with the Master Trust Agreement and a Third Supplemental Trust Agreement, dated as of June 1, 2009 (the "Third Supplement"), each by and between the City and U.S. Bank National Association (the "2009 Trustee"), the City has previously issued its Sewer Revenue Bonds, Series 2009 (the "Series 2009 Bonds") in an aggregate principal amount of \$_____ to finance additional improvements to the Sewer System; and

WHEREAS, Section 2.09 of the Master Trust Agreement provides that the City may issue bonds from time to time as authorized by a supplemental agreement; and

WHEREAS, the City has determined that it is desirable and necessary and in the best interest of the City to defease and refund a portion of the Series 1998 Bonds; to defease and refund maturities of the Series 2009 Bonds; to make a deposit to the Reserve Fund and to pay the Cost of Issuance of the Series 2016 Bonds; and

WHEREAS, this Fourth Supplement is executed and delivered as a supplement to the Master Trust Agreement, pursuant to Section 10.02 thereof; and

WHEREAS, the City has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Fourth Supplement do exist, have happened and have been

performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Fourth Supplement;

NOW, THEREFORE, the parties hereto agree, as follows:

ARTICLE I THE 2016 BONDS

SECTION 1.01. (a) Definitions. The terms defined in this Section shall, for all purposes of this Fourth Supplement and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. Terms defined in the Master Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the third Supplemental Trust Agreement of the Fourth Supplemental Trust Agreement and not otherwise defined herein shall have the meanings specified therein.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of April 1, 2016, between the City and the Trustee, relating to the Series 2016 Bonds.

"Permitted Investments" means the following:

(A)(1) Cash, and

(2) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:

- U.S. treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series,

(B)(1) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)
- Federal Housing Administration
- Federal Financing Bank,

(2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
- Obligations of the Resolution Funding Corporation (REFCORP)

- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies approved by the Applicable Credit Provider,

(3) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank),

(4) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P, and which matures not more than 270 calendar days after the date of purchase,

(5) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P,

(6) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or

(b) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by an independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate,

(7) Municipal Obligations rated "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by both Moody's and S&P,

(8) Investment Agreements approved in writing by the Applicable Credit Provider (supported by appropriate opinions of counsel),

(9) the Local Agency Investment Fund, and

(10) other forms of investments (including repurchase agreements) approved in writing by the Applicable Credit Provider;

#8.

(C) The value of the above investments shall be determined as follows:

- a) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value (determined based on accepted industry standards);
- b) As to certificates of deposit and bankers' acceptances: the face amount thereof, plus. accrued interest thereon; and
- c) As to any investment not specified above: the value thereof established by prior agreement among the City, the Trustee, and the Applicable Credit Provider.

"Interest Payment Date" means, with respect to the Series 2016 Bonds, _____ 1, 20__ and semiannually thereafter on February 1 and August 1 of each year.

"Fourth Supplement" means this Fourth Supplemental Trust Agreement, dated as of April 1, 2016, between the City and the Trustee, supplementing the Master Trust Agreement and providing for the issuance of the Series 2016 Bonds.

"Series 2016 Account of the Reserve Fund" means the subaccount by that name established within the Reserve Fund pursuant to Section 1.11 hereof

"Series 2016 Bond Interest Account" means the fund by that name established pursuant to 1.13 hereof.

"Series 2016A Bonds" means the City of Compton Sewer Revenue Refunding Bonds (Los Angeles County, California) Series 2016A, as described in Section 1.02(A) hereof.

"Series 2016B Bonds" means the City of Compton Sewer Revenue Refunding Bonds (Los Angeles County, California) Series 2016B, as described in Section 1.02(A) hereof.

"Series 2016 Bonds" means collectively the Series 2016A Bonds and the Series 2016B Bonds, as described in Section 1.02(A) hereof.

"Series 2016 Costs of Issuance Fund" means the fund by that name established pursuant to Section 1.11 hereof

"Trust Agreement" means the Master Trust Agreement, as supplemented and amended by the First Supplement, the Second Supplement, the Third Supplement and the Fourth Supplement and as subsequently supplemented and amended from time to time in accordance with its terms.

(b) Amendment to Section 1.01 of the Master Trust Agreement. The following defined terms in Section 1.01 of the Master Trust Agreement shall have the meanings as amended in the Third Supplement and shall read in their entirety as follows:

"Ordinance" means (a) "Ordinance 1,876" or the "Ordinance of the City Council of the City of Compton providing for the issuance of Bonds and other indebtedness payable from Sewer Service Charges collected within the incorporated boundaries of the City of Compton"

adopted by the City on September 8, 1992 and (b) "Ordinance 2,183" the "Ordinance of the City Council of the City of Compton authorizing the imposition of the sewer CIP charge" adopted by the City on November 25, 2008.

"Pledged Revenues" for each Bond Year shall mean all Sewer Service Charges for such year, excluding Operation and Maintenance Expenses for such year payable from such year's Sewer Service Charges. Pledged Revenues shall also include such additional sources of revenue, if any, pledged to pay the Bonds as set forth in a Supplemental Agreement.

SECTION 1.02. Authorization: Terms of the Series 2016 Bonds.

(A) A Series of Bonds to be issued under the Trust Agreement is hereby created. Such Series shall be known as the "City of Compton Sewer Revenue Bonds, (Los Angeles County, California) Series 2016A" (herein referred to as the "Series 2016A Bonds"). The Series 2016A Bonds shall be issued in the aggregate initial principal amount of \$_____ in accordance with the Bond Law and this Fourth Supplemental Trust Agreement to (i) refund and redeem the Series 1998 Bonds, and (ii) provide for the deposit to the Reserve Fund, and (iii) pay a portion of the Costs of Issuance in connection with the issuance and delivery of the Series 2016 Bonds.

(B) A Series of Bonds to be issued under the Trust Agreement is hereby created. Such Series shall be known as the "City of Compton Sewer Revenue Bonds, (Los Angeles County, California) Series 2016B" (herein referred to as the "Series 2016B Bonds" together with the Series 2016A Bonds, the "Series 2016 Bonds"). The Series 2016B Bonds shall be issued in the aggregate initial principal amount of \$_____ in accordance with the Bond Law and this Fourth Supplement to (i) defease and redeem maturities of the Series 2009 Bonds, and (ii) provide for the deposit to the reserve Fund, and (iii) pay a portion of the Costs of Issuance in connection with the issuance and delivery of the Series 2016 Bonds.

(C) The Series 2016 Bonds shall be issued in fully registered form and shall be initially registered in the name of "Cede & Co.", as nominee of The Depository Trust Company. The Series 2009 Bonds shall be evidenced by one Series 2016 Bond maturing on each of the maturity dates as set forth in subsection 1.02(C) in a denomination corresponding to the total principal amount of the Series 2016 Bonds of such maturity. Each Series 2016 Bond may be assigned by the Trustee a distinctive number or letter and number, and a record of the same shall be maintained by the Trustee. Registered ownership of the Series 2016 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 1.13.

(D) The Series 2016B Bonds shall be dated the date of delivery, are expected to be delivered on or about _____, shall be bonds which are Current Interest Indebtedness, shall be issued in denominations of \$5,000 or any integral multiple thereof, and shall bear interest from the date thereof at the following rates per annum and shall mature on _____ 1 in the following years, in the following amounts, as set forth below;

Maturity Date (August 1)	Principal Amount	Interest Rate
-----------------------------	---------------------	------------------

#8.

* Term Bonds

The Series 2016A Bonds maturing on _____ 1, 20__ through _____ 1, 20__ inclusive, are designated Serial Bonds. The Series 2016 Bonds maturing on _____, 20__ and _____ 1, 20__ are designated Term Bonds.

(ii) The Series 2016B Bonds shall be dated the date of delivery, shall be bonds which are Current Interest Indebtedness, shall be issued in denominations of \$5,000 or any integral multiple thereof, and shall bear interest from the date thereof at the following rates per annum and shall mature on _____ 1 in the following years, in the following amounts, as set forth below:

Maturity Date (August 1)	Principal Amount	Interest Rate
-----------------------------	---------------------	------------------

* Term Bonds

The Series 2016B Bonds maturing on _____ 1, 20__ through _____ 1, 20__ inclusive, are designated Serial Bonds. The Series 2016 Bonds maturing on _____, 20__ and _____ 1, 20__ are designated Term Bonds.

Interest on the Series 2016 Bonds shall be payable commencing on _____ 1, 20__ and semiannually thereafter on February 1 and August 1 of each year in lawful money of the United States of America by check mailed by first-class mail on each interest payment date to the Owner thereof as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding such interest payment date; provided, that upon the written request of an Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Series 2009 Bonds received by the Trustee prior to the applicable Record Date (which such request shall remain in effect until rescinded in writing by such Owner), interest shall be paid by wire transfer in immediately available funds. Interest on the Series 2016 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The principal of and premium, if any, on the Series 2016 Bonds are payable when due upon presentation thereof at the Corporate Trust Office of the Trustee, in lawful money of the United States of America.

So long as the Series 2016 Bonds are maintained in book-entry form, payments of principal, premium, if any, and interest shall be made by the Trustee to the Securities Depository by wire transfer.

The Trustee shall provide to Series 2016 Bondholders CUSIP number identification, with appropriate dollar amounts for each CUSIP number, on all redemption payments and interest payments, whether by check or by wire transfer.

SECTION 1.03. Redemption of Series 2016 Bonds.

(A) Optional Redemption. The Series 2016 Bonds maturing on or before _____ 1, 20__ are not subject to call or redemption prior to maturity. The Series 2016 Bonds maturing on or after _____ 1, 20__ shall be subject to redemption prior to their respective stated

maturities, at the option of the City, from any source of available funds, as a whole or in part on any date (by such maturities as may be specified by the City and by lot within a maturity), on or after _____ 1, 20__, at a Redemption Price equal to 100% of the principal amount of Series 2016 Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

(B) Mandatory Sinking Fund Redemption. The Term Bonds maturing on _____ 1, 20__ and bearing interest at the rate of _____ percent (____%) are also subject to mandatory sinking fund redemption on each _____ 1, 20__ on and after _____ 1, 20__, in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium:

Series 2016A

Mandatory Sinking Fund Redemption Date (_____ 1)	Principal Amount To be Redeemed
--	------------------------------------

Maturity

Series 2016B

Mandatory Sinking Fund Redemption Date (_____ 1)	Principal Amount To be Redeemed
--	------------------------------------

Maturity

The Term Bonds maturing on _____ 1, 20__ and bearing interest at the rate of ____ percent (____%) are also subject to mandatory sinking fund redemption on each _____ 1, on and after _____ 1, 20__, in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium:

Series 2016A

Mandatory Sinking Fund Redemption Date (_____ 1)	Principal Amount To be Redeemed
--	------------------------------------

Maturity

Series 2016B

Mandatory Sinking Fund Redemption Date (_____ 1)	Principal Amount To be Redeemed
--	------------------------------------

Maturity

The principal amount of any maturity to be redeemed in each year as shown above will be reduced proportionately by the amount of any term bonds of that maturity optionally redeemed prior to the mandatory sinking fund redemption date unless otherwise directed by the District.

SECTION 1.04. Selection of Series 2016 Bonds for Redemption. Whenever provision is made in this Fourth Supplement for the redemption of less than all of the Series 2016 Bonds of any maturity (and interest rate), the Trustee shall select the Series 2016 Bonds to be redeemed, from all Series 2016 Bonds of the respective maturity (and interest rate) not previously called for redemption, in authorized denominations, by lot in any manner which the Trustee in its sole discretion shall deem appropriate. The Trustee shall promptly notify the City in writing of the Series 2016 Bonds so selected for redemption.

SECTION 1.05. Notice of Redemption of Series 2016 Bonds. The City shall notify the Trustee at least forty-five (45) days prior to the redemption date for Series 2016 Bonds pursuant to Section 1.03(A). Notice of redemption of any Series 2009 Bonds shall be mailed by the Trustee, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, (i) to the respective Owners of any Series 2016 Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee by first-class mail, and (ii) as may be further required by the Continuing Disclosure Agreement for the Series 2016 Bonds Notice of Redemption shall be given in the form and in accordance with the terms of the Trust Agreement.

SECTION 1.06. Partial Redemption of Series 2016 Bonds. Upon surrender of any Series 2016 Bond redeemed in part only, the City shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the City, a new Series 2016 Bond of authorized denominations, and of the same maturity and interest rate, equal in aggregate principal amount to the unredeemed portion of the Series 2016 Bond surrendered.

SECTION 1.07. Effect of Redemption of Series 2016 Bonds. Notice of redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Series 2016 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Series 2016 Bonds (or portions thereof) so called for redemption shall become

due and payable at the Redemption Price specified in such notice, together with interest accrued thereon to the date fixed for redemption, interest on the Series 2016 Bonds so called for redemption shall cease to accrue, said Series 2016 Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Trust Agreement, and the Owners of said Series 2016 Bonds shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest.

All Series 2016 Bonds redeemed pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

SECTION 1.08. Form of Series 2016 Bonds. The Series 2016 Bonds and the certificate of authentication and registration to be executed thereon shall be in substantially the form set forth as Exhibit A hereto. The Series 2016 Bond designation letters and numbers, maturity dates, principal amounts, and interest rates and yields to maturity shall be inserted therein in conformity with Section 1.02.

SECTION 1.09. Issuance of Series 2016 Bonds. (A) At any time after the execution and delivery of this Fourth Supplement, the City may execute and the Trustee shall authenticate the Series 2016A Bonds in the aggregate principal amount of \$_____ upon the Order of the City and at any time no earlier than _____ 1, 2016, the Trustee shall deliver such authenticated Series 2016A Bonds.

(B) At any time after the execution and delivery of this Fourth Supplement, the City may execute and the Trustee shall authenticate and deliver the Series 2016B Bonds in the aggregate principal amount of \$_____ upon the Order of the City.

SECTION 1.10. Application of Proceeds of Series 2016 Bonds. (A) The proceeds of the sale of the Series 2016A Bonds in the amount of \$_____ (computed as \$_____ aggregate principal amount of the Series 2016A Bonds, less \$_____ Underwriter's discount, less a net original issue discount/premium of \$_____) shall be received by the Trustee on behalf of the City and held in trust and set aside as follows:

(i) The Trustee shall remit and deliver \$_____ to the 1998 Trustee, from the proceeds of the Series 2016A Bonds for the prepayment and current refunding of the Series 1998 Bonds in accordance with the Master Trust Agreement and Third Supplement; and

(ii) The Trustee shall deposit in the Reserve Fund \$_____, from the proceeds of the Series 2016A Bonds pursuant to Section 1.11 hereof, to be administered pursuant to Section 4.06 of the Master Trust Agreement; and

(iii) The Trustee shall deposit in the Series 2016 Costs of Issuance Fund \$_____ from the proceeds of Series 2016A Bonds, to be applied in accordance with Section 1.12 hereof.

(B) The proceeds of the sale of the Series 2016B Bonds in the amount of \$_____ (computed as \$_____ aggregate principal amount of the Series 2016B Bonds, less \$_____ Underwriter's discount, less a net original issue discount/premium of \$_____) shall be received by the Trustee on behalf of the City and held in trust and set aside as follows:

(i) The Trustee shall deposit in the Escrow Account, established under the Escrow Deposit Agreement between the City and U.S. Bank, National Association, as Escrow Agent, dated as of April 1, 2016 (the "Escrow Agreement"), \$_____ from the proceeds of the Series 2016B Bonds to be administered pursuant to the Escrow Agreement; and

(ii) The Trustee shall deposit in the Reserve Fund \$_____, from the proceeds of the Series 2016B Bonds pursuant to Section 1.11 hereof, to be administered pursuant to Section 4.06 of the Master Trust Agreement; and

(iii) The Trustee shall deposit in the Series 2016 Costs of Issuance Fund \$_____ from the proceeds of Series 2016A Bonds to be applied in accordance with Section 1.12 hereof.

SECTION 1.11. Establishment and Application of Series 2016 Account in the Reserve Fund. There is hereby created within the Reserve Fund (created and held under the Agreement) a separate account to be designated as the "Series 2016 Account." Such account shall establish for purposes of calculating and accounting for the amount of earnings upon the portion of the Reserve Fund related to the Series 2016 Bonds for rebate purposes as set forth in Article VI of the Trust Agreement, but for all other purposes shall be held, invested and used as an integral part of the Reserve Fund as provided in Sections 4.04 and 4.06 of the Trust Agreement and shall be available to make payments on any obligations issued under the Trust Agreement as if no separate account had been created. Funds shall be deposited into such account as provided in Section 1.10 of this Fourth Supplement.

SECTION 1.12. Establishment and Application of Series 2016 Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Series 2016 Costs of Issuance Fund," which fund is hereby created and which fund the Trustee hereby agrees to maintain with the Trustee until _____, 2016. The Trustee shall deposit to the Series 2016 Costs of Issuance Fund the amounts specified in Section 1.10 hereof. All money in the Series 2016 Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the Series 2016 Bonds upon receipt of Requisitions of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On _____, 2016 or upon the earlier Request of the City, any remaining balance in the Series 2016 Costs of Issuance Fund shall be transferred to the City to be used for any lawful purpose related to the Sewer System, including deposit into the Series 2016 Bond Interest Account.

SECTION 1.13. Establishment and Application of the Series 2016 Bond Interest Account.

(A) The Trustee shall establish, maintain and hold in trust a separate subaccount within the Bond Interest Account of the Debt Service Fund designated as the "Series 2016 Bond Interest Account" held pursuant to Section 4.04 of the Master Trust Agreement. All money in the Series 2016 Account of the Bond Interest Account shall be applied to the payment of interest on the Series 2016 Bonds in accordance with the following schedule:

Date	Interest Payment
\$	

(B) All investment earnings on funds held in the Series 2016 Bond Interest Account shall at all times be deemed to be a part of such Series 2016 Bond Interest Account and all investment earnings on funds held in the Reserve Fund shall at all times be deemed to be part of such Reserve Fund pursuant to Article VI of the Master Trust Agreement.

SECTION 1.14. Use of Depository. Notwithstanding any provision of the Trust Agreement or this Fourth Supplement to the contrary:

(A) The Series 2016 Bonds shall be issued in fully registered form, in authorized denominations and shall be initially registered in the name of "Cede & Co.", as nominee of The Depository Trust Company (the "Securities Depository"), and shall be evidenced by one Series 2016 Bond maturing on each of the maturity dates as set forth in subsection 1.02(C) in a denomination corresponding to the total principal amount of the Series 2016 Bonds of such maturity. Each Series 2016 Bond shall be assigned by the Trustee a distinctive number or letter or letter and number, and a record of the same shall be maintained by the Trustee.

Registered ownership of the Series 2016 Bonds, or any portions thereof, may not thereafter be transferred except:

(i) To any successor of The Depository Trust Company or its nominee, or to any substitute depository designated pursuant to clause (ii) of this subsection (A) (a "Substitute Depository"); provided that any successor of The Depository Trust Company or Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any Substitute Depository not objected to by the Trustee, upon (1) the resignation of The Depository Trust Company or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the City that The Depository Trust Company or its successor (or any Substitute Depository or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or Substitute Depository or its successor) from its functions as depository; provided that no Substitute Depository which is not objected to by the Trustee can be obtained, or (2) a determination by the City that it is in

the best interests of the City to remove The Depository Trust Company or its successor (or any Substitute Depository or its successor) from its function as depository.

(B) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection 1.14(A), upon receipt of all Outstanding Series 2016 Bonds by the Trustee, together with a Certificate of the City to the Trustee, a single new Series 2016 Bond for each maturity shall be executed and delivered, registered in the name of such successor or such Substitute Depository, or their nominees, as the case may be, all as specified in such Certificate of the City. In the case of any transfer pursuant to clause (iii) of subsection 1.14(A) hereof, upon receipt of all Outstanding Series 2016 Bonds by the Trustee together with a Certificate of the City to the Trustee, new Series 2016 Bonds shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such a Certificate of the City, subject to the limitations of Section 1.02 hereof; provided the Trustee shall not be required to deliver such new Series 2016 Bonds within a period less than 60 days from the date of receipt of such a Certificate of the City.

(C) In the case of partial redemption, cancellation or an advance refunding of any Series 2016 Bonds evidencing all or a portion of the principal maturing in a particular year, The Depository Trust Company shall make an appropriate notation on the Series 2016 Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee.

(D) The City and the Trustee shall be entitled to treat the person in whose name any Series 2016 Bond is registered as the Owner thereof for all purposes of the Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the City; and the City and the Trustee shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any beneficial owners of the Series 2016 Bonds. Neither the City nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or Substitute Depository or its successor), except to the Owner of any Series 2016 Bond.

(E) So long as all Outstanding Series 2016 Bonds are registered in the name of "Cede & Co." or its registered assign, the City and the Trustee shall cooperate with "Cede & Co.," as sole registered Owner, and its registered assigns in effecting payment of the principal of and redemption premium, if any, and interest on the Series 2016 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

SECTION 1.15. Continuing Disclosure Agreement. The City will comply with and carry out all of its obligations under any Continuing Disclosure Agreement executed in connection with Series 2016 Bonds. Notwithstanding any other provisions of the Trust Agreement, failure of the City to comply with the provisions of any Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Upon the failure of the City to comply with the Continuing Disclosure Agreement relating to the Series 2016 Bonds, the Trustee (at the written request of any Participating Underwriter (as defined in the Continuing Disclosure Agreement) or the Owners of at least 25% in aggregate the Series 2016 Bonds, shall, but only to the extent indemnified to its satisfaction from any liability or expense, including, without limitation, fees

and expenses of its attorneys) or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City, to comply with its obligations under this section. For purposes of this section, "Beneficial Owner" shall have the meaning prescribed thereto in the respective Continuing Disclosure Agreement relating to the Series 2016 Bonds.

SECTION 1.16. Tax Covenants; Rebate Fund.

(A) In addition to the accounts created pursuant to Article IV of the Master Trust Agreement, the Trustee shall establish and maintain a fund separate from any other fund or account established and maintained hereunder designated as the Series 2016 Bonds Rebate Fund. There shall be deposited in the Series 2016 Bonds Rebate Fund such amounts as the City shall direct the Trustee are required to be deposited therein pursuant to the Series 2016 Bonds Tax Certificate. All money at any time deposited in the Series 2016 Bonds Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Series 2016 Bonds Tax Certificate), for payment to the United States of America. Notwithstanding the provisions of Article V relating to the pledge of Pledged Revenues, the allocation of money in the Series 2016 Bonds Revenue Fund, the investments of money in any fund or account, the application of funds upon acceleration and the defeasance of Outstanding Bonds, all amounts required to be deposited into or on deposit in the Series 2016 Bonds Rebate Fund shall be governed exclusively by this Section 1.16 and by the Series 2016 Bonds Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the City, and shall have no liability or responsibility to enforce compliance by the City with the terms of the Series 2016 Bonds Tax Certificate.

(B) Any funds remaining in the Series 2016 Bonds Rebate Fund after redemption and payment with respect to all of the Series 2016 Bonds or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees to the Trustee and satisfaction of the Rebate Requirement (as defined in the Series 2016 Bonds Tax Certificate), shall be withdrawn by the Trustee and remitted to or upon the written direction of the City.

(C) The City shall not use or permit the use of any proceeds of the Series 2016 Bonds or any funds of the City, directly or indirectly, to acquire any securities or obligations, and shall not take or permit to be taken any other action or actions, which would cause any of the Series 2016 Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code, "private activity bond" within the meaning of Section 141(a) of the Code, or "federally guaranteed" within the meaning of Section 149(b) of the Code and any such applicable requirements promulgated from time to time thereunder and under Section 103(c) of the Internal Revenue Code of 1954, as amended. The City shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. The City shall comply with all requirements of Sections 148 and 149(b) of the Code to the extent applicable to the Series 2016 Bonds. In the event that at any time the City is of the opinion that for purposes of this Section 1.16 it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under the Trust Agreement, the City shall so instruct the Trustee under the Trust Agreement in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(D) The City and the Trustee (as directed by the City) specifically covenant to comply with the provisions and procedures of the Series 2016 Bonds Tax Certificate; provided that the Trustee shall not be bound by this covenant if an Event of Default has occurred and is continuing.

(E) The City shall not use or permit the use of any proceeds of the Series 2016 Bonds or any finds of the City, directly or indirectly, in any manner, and shall not take or omit to take any action that would cause any of the Series 2016 Bonds to be treated as an obligation not described in Section 103(a) of the Code.

(F) Notwithstanding any provisions of this Section 1.16, if the City shall provide to the Trustee an Opinion of Counsel that any specified action required under this Section 1.16 or the Series 2016 Bonds Tax Certificate is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series 2016 Bonds, the Trustee and the City may conclusively rely on such opinion in complying with the requirements of this Section 1.16, and, notwithstanding Article X of the Master Trust Agreement, the covenants hereunder shall be deemed to be modified to that extent.

SECTION 1.17. Additional Covenants Regarding Variable Rate Indebtedness. If any Additional Bonds shall be issued pursuant to the Trust Agreement at any time as Variable Rate Indebtedness that are subject of an interest rate swap or other interest rate hedging instrument (a "Swap"), the agreement entered into in connection with such Swap shall provide that any termination payments associated therewith due and payable by the City shall be subordinate to Debt Service on all Bonds issued hereunder.

SECTION 1.18. Additional Covenant Prohibiting the Repeal, Amendment and Modification of the Ordinance. The City covenants that it will not repeal, amend or modify the Ordinance in any manner that will materially impair the ability of the City to satisfy the requirements of Section 5.09 of the Master Trust Agreement.

SECTION 1.19. Additional Provisions Regarding Investments under the Trust Agreement. Subject to the provisions of Section 9.15 of the Master Trust Agreement, the City acknowledges that to the extent that regulations of the Comptroller of the Currency or applicable regulatory agency grant the City the right to receive brokerage confirmations of security transactions as they occur, the City waives receipt of such confirmations.

SECTION 1.20. Terms of Series 2016 Bonds Subject to the Master Trust Agreement. Except as in this Fourth Supplement expressly provided, every term and condition contained in the Master Trust Agreement shall apply to the Fourth Supplement and to the Series 2016 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to the Fourth Supplement.

The Fourth Supplement and all the terms and provisions herein contained shall form part of the Master Trust Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Master Trust Agreement. The Master Trust Agreement is

hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby, subject to the next sentence.

SECTION 1.21. Effective Date of Fourth Supplement. The Fourth Supplement shall take effect upon its execution and delivery.

SECTION 1.22. Execution in Counterparts. The Fourth Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed the Fourth Supplemental Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF COMPTON, CALIFORNIA

By: _____
Roger L. Haley, City Manager

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A
(FORM OF SERIES 2016 BOND)

No. _____

CITY OF COMPTON, CALIFORNIA
SEWER REVENUE BONDS,
SERIES 2016

Maturity Date	Interest Rate Per Annum	Dated Date	CUSIP
		_____, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF COMPTON, CALIFORNIA a municipal corporation and chartered city duly organized and existing under the Constitution and the laws of the State of California (the "City"), for value received, hereby promises to pay (but only out of the Pledged Revenues of the City's Sewer System and other funds hereinafter referred to) to the registered owner named above or registered assigns, on the maturity date specified above (subject to any right of prior redemption or payment as provided in the hereinafter defined Trust Agreement), the principal sum specified above together with interest thereon from the dated date specified above until the principal hereof shall have been paid, at the interest rate per annum specified above, payable on _____ 1, __ and semiannually thereafter on _____ 1 and _____ 1 in each year. Interest hereon is payable in lawful money of the United States of America by (except as otherwise provided in the hereinafter defined Trust Agreement) check mailed by first-class mail on each interest payment date to the registered owner as of the close of business on the 15th day of the calendar month immediately preceding such interest payment date. The principal hereof and premium, if any, hereon are payable when due upon presentation hereof at the Corporate Trust Office (as defined in the Trust Agreement) of U.S. Bank National Association, as trustee (together with any successor as trustee under said Trust Agreement, the "Trustee"), in lawful money of the United States of America.

This bond is one of a duly authorized issue of City of Compton Sewer Revenue Bonds (the "Bonds") of the series and designation indicated on the face hereof. Said authorized issue of Bonds is not limited in aggregate principal amount, except as otherwise provided in said Trust Agreement, and consists or may consist of one or more series of varying denominations, dates, maturities, interest rates and other provisions, as in said Trust Agreement provided, all issued and to be issued pursuant to the provisions of Sections 400 and 1403 of the City's Charter, Chapter 32 of Title 13 of the Compton Municipal Code and ordinances and resolutions of the City (the "Bond Law"). This Bond is issued pursuant to a Trust Agreement, dated as of September 1, 1993 (the "Master Trust Agreement"), by and between the City and the Trustee, providing for the issuance of the Bonds, and a Fourth Supplemental Trust Agreement, dated as of

April 1, 2016 (the "Fourth Supplement"), by and between the City and the Trustee, authorizing the issuance of a series of bonds (the "Series 2016 Bonds") of which this Bond is one (said Master Trust Agreement as amended and supplemented, including as supplemented by the Fourth Supplement collectively, the "Trust Agreement"). Reference is hereby made to the Trust Agreement for a description of the terms under which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the Pledged Revenues of the Sewer System (as those terms are defined in the Trust Agreement), and the rights of the registered owners of the Bonds; and all the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the City and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by its acceptance hereof, consents and agrees. Additional Bonds may be issued, and indebtedness may be incurred, on a parity with the Bonds of this authorized issue, but only subject to the conditions and limitations contained in the Trust Agreement.

The Bonds (as defined in the Trust Agreement) hereafter issued by the City are payable from, and are secured by a pledge of and lien on, the Pledged Revenues and all amounts held by the Trustee under the Trust Agreement (except for amounts held in the Rebate Fund), subject only to the provisions of the Trust Agreement permitting the application thereof for the purposes and on the terms and conditions provided in the Trust Agreement.

The Bonds are special limited obligations of the City and are payable as to both principal and interest, and any premium upon redemption thereof, exclusively from Pledged Revenues and certain other funds pledged under the Trust Agreement. The Bonds shall not be deemed to constitute a debt or liability of the City, the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory provision, or a pledge of the faith and credit of the City, the State of California or of any political subdivision thereof, but shall be payable, except to the extent of certain amounts held under the Trust Agreement pledged therefor, solely from Pledged Revenues. Neither the faith and credit nor the taxing power of the City, the State of California or of any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the City, the State of California or any political subdivision thereof to levy or to pledge any form of taxation whatsoever therefor or to make any appropriation for their payment.

The Series 2016 Bonds maturing on or before _____ 1, 20__ are not subject to call or redemption prior to maturity. The Series 2016 Bonds maturing on or after _____ 1, 20__ shall be subject to redemption prior to their respective stated maturities, at the option of the City, from any source of available funds, as a whole or in part on any date (by such maturities as may be specified by the City and by lot within a maturity), on or after _____ 1, 20__, at the a redemption price equal to 100% of the principal amount of Series 2016 Bonds called for redemption), plus accrued interest to the date fixed for redemption, without premium.

This Bond is transferable or exchangeable for other authorized denominations by the registered owner hereof, in person or by its duly authorized attorney, at the Corporate Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon such transfer or exchange a new fully registered Bond or Bonds, of authorized

#8.

denomination or denominations, of the same series, tenor, maturity and interest rate for the same aggregate principal amount will be issued to the registered owner in exchange here for.

The City, the Trustee and any paying agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the City, the Trustee and any paying agent shall not be affected by any notice to the contrary.

The rights and obligations of the City and of the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Trust Agreement, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of the Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this Bond, together with all other indebtedness of the City pertaining to the Pledged Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement or otherwise.

This Bond shall not be entitled to any benefit under the Trust Agreement, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trust Agreement.

IN WITNESS WHEREOF, THE CITY OF COMPTON, CALIFORNIA has caused this Bond to be executed in its name and on its behalf by the City Manager of the City and countersigned by the City Clerk by their facsimile signatures and the seal of the City to be reproduced hereon, and this Bond to be dated the day of , 2016.

CITY OF COMPTON, CALIFORNIA

By: _____
Roger L. Haley, City Manager

Attested:

By: _____
City Clerk

#8.

FORM OF CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the Bonds described in the within mentioned Trust Agreement and registered on the date set forth below.

Dated: _____, 2016

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

[FORM OF ASSIGNMENT]

For value received _____ hereby sell, assign and transfer unto
_____ the within Bond and hereby irrevocably constitute and appoint
_____ attorney, to transfer the same on the books of the City at the office of the
Trustee, with full power of substitution in the premises.

NOTE: The signature to this Assignment must
correspond with the name on the face of the within
registered bond in every particular, without
alteration or enlargement or any change
whatsoever.

Dated: _____

Signature Guaranteed by:

NOTE: Signature must be guaranteed by an
eligible guarantor institution.

April 5, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO CAUSE THE ISSUANCE OF CITY OF COMPTON, CALIFORNIA (LOS ANGELES COUNTY, CALIFORNIA) WATER REVENUE REFUNDING BONDS, SERIES 2016, TO FINANCE, IN WHOLE OR IN PART, THE COST OF THE UNDERTAKING NOW CONTEMPLATED; TO PROVIDE FOR THE FORM OF A SUPPLEMENTAL WATER REVENUE REFUNDING BOND INDENTURE; AND FOR OTHER PURPOSES

SUMMARY

On March 15, 2016, City Council approved a resolution (the “**Parameters Resolution**”) that established parameters under which the City of Compton would issue Series 2016 Water Revenue Refunding Bonds (the “**Refunding Bonds**”) for the purpose of refinancing and refunding all or a portion of the City’s previously issued Series 2009 Water Revenue Bonds. The Parameters Resolution also authorized the City Manager to execute agreements for the commencement of the legal and financial services in connection with the issuance of the Refunding Bonds.

IFS Securities, Inc. (the “**Underwriter**”) would like to market the Refunding Bonds to potential investors during the weeks of April 11 or 18 and it is now appropriate to approve a form of indenture under which the Refunding Bonds will be issued and to authorize the City Manager to execute appropriate instruments to sell the Refunding Bonds to the Underwriter.

Accordingly, this Resolution approves the form of supplemental indenture under which the Refunding Bonds are to be issued and authorizes the City Manager to do and perform any and all acts and things, from time to time, consistent with the Parameters Resolution and this Resolution, including the execution of the Second Supplement and a Purchase Contract providing for the issuance and sale of the Refunding Bonds. The City Manager shall provide to the City Council within a reasonable time following the execution of the Purchase Contract a summary of the sale of the Refunding Bonds and the City Council shall receive and file same.

STATEMENT OF THE ISSUE

Staff has received a recommendation from IFS Securities, Inc. that, due to present market conditions, it is advisable, feasible and in the best interest of the City that the Refunding Bonds be marketed to potential investors during the weeks of April 11 or 18.

This Resolution approves the form of supplemental indenture under which the Refunding Bonds are to be issued and authorizes the City Manager to do and perform any and all acts and things, from time to time, consistent with the Parameters Resolution and this Resolution, including the execution of the Second Supplement and a Purchase Contract providing for the issuance and sale of the Refunding Bonds. The City Manager shall provide to the City Council within a reasonable time following the execution of the Purchase Contract a summary of the sale of the Refunding Bonds and the City Council shall receive and file same.

ALTERNATIVE

City Council may choose not to issue and deliver the Refunding Bonds.

RECOMMENDATIONS

Staff recommends that City Council approve the attached resolution.

ROGER HALEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO CAUSE THE ISSUANCE OF CITY OF COMPTON, CALIFORNIA (LOS ANGELES COUNTY, CALIFORNIA) WATER REVENUE REFUNDING BONDS, SERIES 2016, TO FINANCE, IN WHOLE OR IN PART, THE COST OF THE UNDERTAKING NOW CONTEMPLATED; TO PROVIDE FOR THE FORM OF A SUPPLEMENTAL WATER REVENUE REFUNDING BOND INDENTURE; AND FOR OTHER PURPOSES

WHEREAS, the City of Compton (the “**City**”), a municipal corporation and chartered city of the State of California, wishes to refund outstanding indebtedness authorized by Section 53571 of the California Government Code; and

WHEREAS, the City is authorized to refund outstanding indebtedness pursuant to Article 10 of Chapter 3, Part 1, Division 2, Title 5 of the California Government Code, being Sections 53570 through 53572, inclusive, as amended, and the Charter of the City of Compton (as amended, the “**City Charter**”) (collectively, the “**Authorizing Law**”), for purposes authorized by California Government Code Section 53571 and the City Charter, respectively, such indebtedness to be represented by a note or notes of the City; and

WHEREAS, pursuant to the Authorizing Law, such note or notes are to be issued pursuant to a resolution of the City Council of the City (the “**City Council**”) and may be issued from time to time as provided in such resolution; and

WHEREAS, the City Council previously adopted Resolution No. 24,306 (the “**Parameters Resolution**”) on March 15, 2016, authorizing the issuance of the Series 2016 Bonds upon the prior satisfaction of certain terms and conditions; and

WHEREAS, the Parameters Resolution provided that the proceeds of the Series 2016 Bonds shall be used to refund a portion of the Prior Bonds; and

WHEREAS, the City Council comes now to authorize the City Manager of the City to take all necessary actions to cause the final issuance of the Series 2016 Bonds, including approving the final interest rates, final principal amounts, and terms for the Series 2016 Bonds in satisfaction of the parameters set forth by the Parameters Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City as follows:

Section 1. That this Resolution is adopted pursuant to the provisions of the Authorizing Law and other applicable laws.

Section 2. That a series of bonds to be issued under that certain Water Revenue Bond Indenture dated as of June 1, 2009 is hereby authorized by the City Council pursuant to the Second Supplemental Water Revenue Refunding Bond Indenture (the “**Second Supplement**”), the unexecuted form of which is attached hereto as Exhibit A, approved hereby, and incorporated herein by reference. The bonds shall be known as the “City of Compton, California (Los Angeles County, California) Water Revenue Refunding Bonds, Series 2016” (the “**Series 2016 Bonds**”) and may be issued in one or more series.

Section 3. That the City shall be, and hereby is, authorized to enter into a Bond Purchase Agreement with IFS Securities, Inc. (the “**Purchase Contract**”) providing for the sale of the Series 2016 Bonds within the parameters set forth in the Parameters Resolution.

Section 4. That the City Council hereby appoints the City Manager to do and perform any and all acts and things, from time to time, consistent with the Parameters Resolution and this Resolution, including the execution of any and all instruments necessary or convenient for the issuance of the Series 2016 Bonds, including the Second Supplement and a Purchase Contract providing for the issuance and sale of the Series 2016 Bonds, and the Escrow Deposit Agreement previously authorized to be executed pursuant to the Parameters Resolution. Upon the advice of the City Attorney, the City Manager is hereby authorized to execute and deliver any and all documents that are necessary or appropriate in connection with the issuance of the Series 2016

Bonds, including the Second Supplement, the Purchase Contract, and the Escrow Deposit Agreement for and on behalf of the City and the City Clerk is hereby authorized to attest the same and affix the seal of the City Council thereto. The City Manager shall provide to the City Council within a reasonable time following the execution of the Purchase Contract a summary of the sale of the Refunding Bonds and the City Council shall receive and file same.

Section 5. That copies of this Resolution shall be filed in the offices of the City Clerk, the City Manager, the City Attorney, the City Treasurer, and the City Controller, and the Mayor shall sign and the City Clerk shall attest, each to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2016.

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 L. 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 _____, 2016.

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

EXHIBIT A

[ATTACHED]

**SECOND SUPPLEMENTAL
WATER REVENUE REFUNDING BOND INDENTURE**

by and between the

CITY OF COMPTON, CALIFORNIA

and

**U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE**

Dated as of _____ 1, 2016

**CITY OF COMPTON
WATER REVENUE REFUNDING BONDS, SERIES 2016**

(Supplemental to the Water Revenue
Bond Indenture dated as of June 1, 2009)

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**SECOND SUPPLEMENTAL WATER REVENUE BOND INDENTURE
(SUPPLEMENTAL TO THE WATER REVENUE BOND INDENTURE
DATED AS OF JUNE 1, 2009)**

Authorizing the Issuance of
\$ _____
Aggregate Principal Amount of
City of Compton, California
Water Revenue Refunding Bonds, Series 2016

This **SECOND SUPPLEMENTAL WATER REVENUE REFUNDING BOND INDENTURE**, dated as of March 1, 2016 (the "**Second Supplement**"), by and between the **CITY OF COMPTON, CALIFORNIA** (the "**City**"), a municipal corporation and chartered city duly organized and existing under the Constitution and laws of the State of California, and **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "**Trustee**"),

WITNESSETH:

WHEREAS, pursuant to the City's Charter and Chapter XXXII of the Compton Municipal Code (the "**Bond Law**"), the City is authorized to issue revenue bonds to finance the acquisition, construction, improvement, furnishing, equipping, remodeling, repair, reconstruction or rehabilitation of the water collection, treatment and supply facilities of the City (the "**Enterprise**") or for the purpose of refunding bonds issued for such purposes; and

WHEREAS, the City determined that it was desirable and necessary and in the best interest of the City to finance improvements to the Enterprise and to enter into a Water Revenue Bond Indenture, dated as of June 1, 2009 (the "**Master Indenture**"), between the City and the Trustee, providing for the issuance of water revenue bonds (the "**Bonds**"); and

WHEREAS, the Indenture provides that the City may issue Bonds from time to time as authorized by a supplemental indenture; and

WHEREAS, the City determined that it was necessary and required that the City enter into the First Supplement in order to establish and declare, in conjunction with the Indenture (the "**First Supplement**"), the terms and conditions upon which City of Compton, California Water Revenue Bonds, Series 2009 (the "**Series 2009 Bonds**") shall be issued and secured and to secure the payment of the principal thereof and premium (if any) and interest thereon; and

WHEREAS, the City issued such Series 2009 Bonds on _____, 2009; and

WHEREAS, the City has determined that it is necessary and required that the City enter into this Second Supplement in order to establish and declare, in conjunction with the Master Indenture, the terms and conditions upon which City of Compton, California Water Revenue Refunding Bonds, Series 2016 (the "**Series 2016 Bonds**") shall be issued and secured and to secure the payment of the principal thereof and premium (if any) and interest thereon (the "**Second Supplement**" together with the Master Indenture, the "**Indenture**"); and

WHEREAS, the City has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Second Supplement do exist, have happened and have been performed in regular and

due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Second Supplemental Indenture;

NOW, THEREFORE, the parties hereto agree, as follows:

ARTICLE XII

SECTION 12.01 Definitions. The terms defined in this Section shall, for all purposes of this Second Supplement and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. Terms defined in the Master Indenture not otherwise defined herein shall have the meanings specified therein.

“Escrow Agreement” means the Escrow Deposit Agreement between the City and _____, as escrow agent and paying agent for the refunded Series 2009 Bonds, providing for the advance refunding and defeasance of the refunded Series 2009 Bonds.

“Escrow Agent” means any bank, trust company or other institution hereafter designated by the governing body of the City for the payment of the principal of and interest on the refunded Series 2009 Bonds as provided under the Escrow Agreement and shall initially be _____.

“Escrow Fund” means the Escrow Fund established under the Escrow Agreement.

“Second Supplement” means this Second Supplemental Water Revenue Refunding Bond Indenture, dated as of _____ 1, 2016, between the City and the Trustee.

“Series 2016 Bonds” means the City of Compton, California Water Revenue Refunding Bonds, Series 2016, as described in Section 12.02(A) hereof.

“Series 2016 Costs of Issuance Fund” means the fund by that name established pursuant to Section 12.11 hereof

SECTION 12.02 Authorization; Terms of the Series 2016 Bonds.

(A) A second series of Bonds to be issued under the Indenture is hereby created. Such Series shall be known as the “City of Compton, California Water Revenue Refunding Bonds, Series 2016” (herein referred to as the “**Series 2016 Bonds**”). The Series 2016 Bonds shall be issued in the aggregate initial principal amount of \$_____ in accordance with the Bond Law and this Second Supplement and the Master Indenture to: (i) refund and redeem a portion of the City of Compton, California (Los Angeles County, California) Water Revenue Bonds, Series 2009 (the “**Series 2009 Bonds**”), (ii) provide for the deposit to the Parity Reserve Fund for the Series 2016 Bonds, and (iii) pay the costs of issuing the Series 2016 Bonds.

(B) The Series 2016 Bonds shall be issued in fully registered form and shall be initially registered in the name of “Cede & Co.”, as nominee of The Depository Trust Company. The Series 2016 Bonds shall be evidenced by one Series 2016 Bond maturing on each of the maturity dates as set forth in subsection 12.02(C) in a denomination corresponding to the total principal amount of the Series 2016 Bonds of such maturity. Each Series 2016 Bond may be assigned by the Trustee a distinctive number or letter and number, and a record of the same shall be maintained by the Trustee. Registered ownership of

the Series 2016 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.10 of the Indenture.

(C) The Series 2016 Bonds shall be dated the date of delivery, shall be bonds which are Current Interest Indebtedness, shall be issued in denominations of \$5,000 or any integral multiple thereof; and shall bear interest from the date thereof at the following rates per annum and shall mature on August 1 in the following years in the following amounts:

Maturity Date (August 1)	Principal Amount	Interest Rate
	\$	%

*** Term Bonds**

The Series 2016 Bonds maturing on August 1, ____ through August 1, ____ inclusive, are designated Serial Bonds. The Series 2016 Bonds maturing on August 1, ____ and August 1, ____, are designated Term Bonds.

(D) Interest on the Series 2016 Bonds, equal to the amount becoming due and payable on the Series 2016 Bonds (excluding interest for which there are moneys on deposit in the Interest Fund from any other source to pay such interest), shall be transferred by the City to the Trustee for deposit in the Interest Fund, on or before the fifteenth Business Day prior to each interest payment date, commencing on _____ 1, 2017 and semiannually thereafter on February 1 and August 1 of each year in lawful money of the United States of America for payment by check mailed by first-class mail on each interest payment date to the Owner thereof as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding such interest payment date; provided, that upon the written request of an Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Series 2016 Bonds received by the Trustee prior to the applicable Record Date (which such request shall remain in effect until rescinded in writing by such Owner), interest shall be paid by wire transfer in immediately available funds. Interest on the Series 2016 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The principal of and premium, if any, on the Series 2016 Bonds are payable when due upon presentation thereof at the Corporate Trust Office of the Trustee, in lawful money of the United States of America.

(E) The City shall transfer principal in an amount equal to (a) the amount of Bond Obligation becoming due and payable on the outstanding serial Series 2016 Bonds, plus (b) the mandatory sinking fund payments to be paid into the respective Sinking Accounts established and held by the Trustee for the Series 2016 Term Bonds; provided that if the City certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from excess amounts on deposit in the Parity Reserve Fund or other bond reserve fund upon such payment, no amounts need be set aside towards such principal to be so refunded or paid.

(F) So long as the Series 2016 Bonds are maintained in book-entry form, payments of principal, premium, if any, and interest shall be made by the Trustee to the Securities Depository by wire transfer. The Trustee shall provide to Series 2016 Bondholders CUSIP number identification, with appropriate dollar amounts for each CUSIP number, on all redemption payments and interest payments, whether by check or by wire transfer.

SECTION 12.03 Redemption of Series 2016 Bonds.

(A) Optional Redemption. The Series 2016 Bonds maturing on or before [August 1, ____] are not subject to call or redemption prior to maturity. The Series 2016 Bonds maturing on or after [August 1, ____] shall be subject to redemption prior to their respective stated maturities, at the option of the City, from any source of available funds, as a whole or in part on any date (by such maturities as may be specified by the City and by lot within a maturity), on or after [August 1, ____], at a Redemption Price equal to 100% of the principal amount of Series 2016 Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

(B) Mandatory Sinking Fund Redemption. The Term Bonds maturing on [August 1, ____] and bearing interest at the rate of _____ percent (____%) are also subject to mandatory sinking fund redemption on each August 1, on and after [August 1, ____], in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed
	\$

The Term Bonds maturing on [August 1, ____] and bearing interest at the rate of ____ percent (____%) are also subject to mandatory sinking fund redemption on each August 1, on and after [August 1, ____], in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed
	\$

The principal amount of any maturity to be redeemed in each year as shown above will be reduced proportionately by the amount of any Term Bonds of that maturity optionally redeemed prior to the mandatory sinking fund redemption date unless otherwise directed by the City.

SECTION 12.04 Selection of Series 2016 Bonds for Redemption. Whenever provision is made in this Second Supplement for the redemption of less than all of the Series 2016 Bonds of any maturity (and interest rate), the Trustee shall select the Series 2016 Bonds to be redeemed, from all Series 2016 Bonds of the respective maturity (and interest rate) not previously called for redemption, in authorized denominations, by lot in any manner which the Trustee in its sole discretion shall deem appropriate. The Trustee shall promptly notify the City in writing of the Series 2016 Bonds so selected for redemption.

SECTION 12.05 Notice of Redemption of Series 2016 Bonds. The City shall notify the Trustee at least forty-five (45) days prior to the redemption date for Series 2016 Bonds pursuant to Section 12.03(A). Notice of redemption of any Series 2016 Bonds shall be mailed by the Trustee, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, (i) to the respective Owners of any Series 2016 Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee by first-class mail, as may be further required by the Continuing Disclosure Agreement for the Series 2016 Bonds. Notice of redemption shall be given in the form and in accordance with the terms of the Indenture.

SECTION 12.06 Partial Redemption of Series 2016 Bonds. Upon surrender of any Series 2016 Bond redeemed in part only, the City shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the City, a new Series 2016 Bond of authorized denominations, and of the same maturity and interest rate, equal in aggregate principal amount to the unredeemed portion of the Series 2016 Bond surrendered.

SECTION 12.07 Effect of Redemption of Series 2016 Bonds. Notice of redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Series 2016 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Series 2016 Bonds (or portions thereof) so called for redemption shall become due and payable at the Redemption Price specified in such notice, together with interest accrued thereon to the date fixed for redemption, interest on the Series 2016 Bonds so called for redemption shall cease to accrue, said Series 2016 Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of said Series 2016 Bonds shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest.

All Series 2016 Bonds redeemed pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

SECTION 12.08 Form of Series 2016 Bonds. The Series 2016 Bonds and the certificate of authentication and registration to be executed thereon shall be in substantially the form set forth as Exhibit A hereto. The Series 2016 Bond designation letters and numbers, maturity dates, principal amounts, and interest rates and yields to maturity shall be inserted therein in conformity with Section 12.02 hereof.

SECTION 12.09 Issuance of Series 2016 Bonds. At any time after the execution and delivery of this Second Supplement, the City may execute and the Trustee shall authenticate and deliver the Series 2016 Bonds in the aggregate principal amount of \$_____ upon the Order of the City.

SECTION 12.10 Application of Proceeds of Series 2016 Bonds. The proceeds of the sale of the Series 2016 Bonds in the amount of \$_____ (computed as \$_____ aggregate principal amount of the Series 2016 Bonds, [less an original issue discount] of \$_____, less Underwriter's discount of \$_____), shall be received by the Trustee on behalf of the City and held in trust and set aside as follows:

- (i) The Trustee shall deposit in the Parity Reserve Fund \$_____;
- (ii) The Trustee shall deposit in the Series 2016 Costs of Issuance Fund \$_____, to be applied, together with certain other amounts transferred thereto at the direction of the City, in accordance with Section 12.11 hereof; and
- (iii) The Trustee shall delivery to the Escrow Agent for deposit into the Escrow Fund under the Escrow Agreement, \$_____ of the net proceeds of the Series 2016 Bonds.

SECTION 12.11 Establishment and Application of Series 2016 Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Series 2016 Costs of Issuance Fund," which fund is hereby created and which fund the Trustee hereby agrees to maintain with the Trustee until _____, 2016. The Trustee shall deposit to the Series 2016 Costs of Issuance Fund the amounts specified in Section 12.10 hereof. All money in the Series 2016 Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the Series 2016 Bonds upon receipt of Requisitions of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On _____, 2016 or upon the earlier Request of the City, any remaining balance in the Series 2016 Costs of Issuance Fund shall be transferred to _____, unless the City provides an opinion of counsel to the effect that another use of such moneys will not cause the interest represented by the Series 2016 Bonds to be included in the gross income of the Owners thereof for federal income tax purposes, in which case, such money may be expended by the City as provided in such opinion.

SECTION 12.12 Establishment and Application of Series 2016 Escrow Fund. The Escrow Fund shall be established pursuant to the Escrow Agreement to provide funds for the defeasance of the refunded Series 2009 Bonds.

SECTION 12.13 Terms of Series 2016 Bonds Subject to the Indenture. Except as in this Second Supplement expressly provided, every term and condition contained in the Indenture shall apply to the Second Supplement and to the Series 2016 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to the Second Supplement.

The Second Supplement and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby, subject to the next sentence.

SECTION 12.14 Effective Date of Second Supplement. The Second Supplement shall take effect upon its execution and delivery.

SECTION 12.15 Execution in Counterparts. The Second Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed the Second Supplement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF COMPTON, CALIFORNIA

By: _____
Roger L. Hayley, City Manager

ATTEST:

By: City Clerk

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

EXHIBIT A

(FORM OF SERIES 2016 BOND)

**CITY OF COMPTON, CALIFORNIA
WATER REVENUE REFUNDING BONDS,
SERIES 2016**

Maturity Date	Interest Rate Per Annum	Dated Date	CUSIP
August 1, 20__		_____, 2016	

REGISTERED OWNER: CEDE & CO.**PRINCIPAL AMOUNT: _____ DOLLARS**

The **CITY OF COMPTON, CALIFORNIA** a municipal corporation and chartered city duly organized and existing under the Constitution and the laws of the State of California (the “**City**”), for value received, hereby promises to pay (but only out of the Net Revenues of the City's Water Enterprise and other funds hereinafter referred to) to the registered owner named above or registered assigns, on the maturity date specified above (subject to any right of prior redemption or payment as provided in the hereinafter mentioned Indenture), the principal sum specified above together with interest thereon from the dated date specified above until the principal hereof shall have been paid, at the interest rate per annum specified above, payable on _____ 1, 20__ and semiannually thereafter on February 1 and August 1 in each year. Interest hereon is payable in lawful money of the United States of America by (except as otherwise provided in the hereinafter mentioned Indenture) check mailed by first-class mail on each interest payment date to the registered owner as of the close of business on the 15th day of the calendar month immediately preceding such interest payment date. The principal hereof and premium, if any, hereon are payable when due upon presentation hereof at the Corporate Trust Office (as defined in the Indenture) of U.S. Bank National Association, as trustee (together with any successor as trustee under said Indenture, the “**Trustee**”), in lawful money of the United States of America.

This bond is one of a duly authorized issue of City of Compton, California Water Revenue Bonds (the “**Bonds**”) of the series and designation indicated on the face hereof. Said authorized issue of Bonds is not limited in aggregate principal amount, except as otherwise provided in said Indenture, and consists or may consist of one or more series of varying denominations, dates, maturities, interest rates and other provisions, as in said Indenture provided, all issued and to be issued pursuant to the provisions of the Charter of the City and Chapter XXXII of the Compton Municipal Code. This Bond is issued pursuant to a Water Revenue Refunding Bond Indenture, dated as of March 1, 2016, by and between the City and the Trustee, providing for the issuance of the Bonds, and a Second Supplemental Water Revenue Refunding Bond Indenture, dated as of March 1, 2016 (the “**Second Supplement**”), by and between the City and the Trustee, authorizing the issuance of a series of bonds (the “**Series 2016 Bonds**”) of which this Bond is one (said indenture as amended and supplemented, including as supplemented by the Second Supplement collectively, the “**Indenture**”). Reference is hereby made to the Indenture for a description of the terms under which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the Net Revenues of the Enterprise (as those terms are defined in the Indenture), and the rights of the registered owners of the Bonds; and all the terms of the Indenture are hereby incorporated herein and constitute a contract between the City and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by its acceptance hereof, consents and agrees.

Additional Bonds may be issued, and indebtedness may be incurred, on a parity with the Bonds of this authorized issue, but only subject to the conditions and limitations contained in the Indenture.

The Bonds and the Parity Debt (as defined in the Indenture) hereafter issued by the City are payable from, and are secured by a pledge of and lien on, the Net Revenues and all amounts held by the Trustee under the Indenture (except for amounts held in the Rebate Fund), subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions provided in the Indenture.

The Bonds are revenue obligations of the City and are payable as to both principal and interest, and any premium upon redemption thereof, exclusively from Net Revenues and certain other funds pledged under the Indenture. The Bonds are special, limited obligations of the City. The Bonds shall not be deemed to constitute a debt or liability of the City, the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory provision, or a pledge of the faith and credit of the City, the State of California or of any political subdivision thereof, but shall be payable, except to the extent of certain amounts held under the Indenture pledged therefor, solely from Net Revenues. Neither the faith and credit nor the taxing power of the City, the State of California or of any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the City, the State of California or any political subdivision thereof to levy or to pledge any form of taxation whatsoever therefor or to make any appropriation for their payment.

The Series 2016 Bonds maturing on or before August 1, 20__ are not subject to call or redemption prior to maturity. The Series 2016 Bonds maturing on or after August 1, 20__ shall be subject to redemption prior to their respective stated maturities, at the option of the City, from any source of available funds, as a whole or in part on any date (by such maturities as may be specified by the City and by lot within a maturity), on or after August 1, 20__, at the a redemption price equal to 100% of the principal amount of Series 2016 Bonds called for redemption), plus accrued interest to the date fixed for redemption, without premium.

This Bond is transferable or exchangeable for other authorized denominations by the registered owner hereof, in person or by its duly authorized attorney, at the Corporate Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer or exchange a new fully registered Bond or Bonds, of authorized denomination or denominations, of the same series, tenor, maturity and interest rate for the same aggregate principal amount will be issued to the registered owner in exchange here for.

The City, the Trustee and any paying agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the City, the Trustee and any paying agent shall not be affected by any notice to the contrary.

The rights and obligations of the City and of the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Indenture, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of the Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this

#9.

Bond, together with all other indebtedness of the City pertaining to the Net Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture or otherwise.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

IN WITNESS WHEREOF, THE CITY OF COMPTON, CALIFORNIA has caused this Bond to be executed in its name and on its behalf by the City Manager of the City and countersigned by the City Clerk by their facsimile signatures and the seal of the City to be reproduced hereon, and this Bond to be dated the ____ day of _____, 2016.

CITY OF COMPTON, CALIFORNIA

By: _____
Roger L. Hayley, City Manager

ATTEST:

By: City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION
AND REGISTRATION]

This is one of the Bonds described in the within mentioned Indenture and registered on the date set forth below.

Dated:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

[FORM OF ASSIGNMENT]

For value received _____ hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the City at the office of the Trustee, with full power of substitution in the premises.

NOTE: The signature to this Assignment must correspond with the name on the face of the within registered bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guaranteed by: _____

NOTE: Signature must be guaranteed by an eligible guarantor institution.

APRIL 5, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN KIND CONTRIBUTIONS IN SUPPORT OF THE 13TH ANNUAL COMPTON STAND DOWN FOR VETERANS SEPTEMBER 16-19, 2016

SUMMARY

This Resolution approves in-kind contributions in support of the 13th Annual Compton Stand Down for Veterans for September 16-19, 2016.

BACKGROUND

The name “Stand Down” comes from a term used in time of war. Exhausted combat units requiring time to rest and recover were removed from the battlefields to a place of relative security and safety. Today, “Stand Down” refers to a grassroots, community-based intervention program designed to help the nation’s estimated 150,000 homeless veterans “combat” life on the streets.

The 2016 Veteran Stand Down in Compton brings our community into the solution, gives hope to veterans still living on the streets of Southern California, offers them a temporary respite, and provides information and services that can help end their nightmare on the streets.

Services provided include assistance with housing, employment, VA benefits, VA enrollment, VA medical care, VA mental health care, legal assistance, military records assistance, dental care, treatment/counseling, social security assistance, vision screening, food, clothing, hygiene supplies, showers, haircuts and entertainment.

STATEMENT OF THE ISSUE

The Compton Stand Down for Veterans is an event that is held in cities all over the nation to provide food, clothing, services and referrals to homeless veterans. The City of Compton has been asked to support the Stand Down through approving in-kind contributions for support.

#10.

The City of Compton agrees to provide the following in kind services:

FACILITY USAGE:

600 N. Alameda Street, Compton, CA. 90220

Blue Room - Workshops
Kitchen
Eating Room
Gold Room
Large Administration Area
Rooms 20, 21, 22, 23, 26 and 27
2 Rooms Near Rear of Building
Office Area Near Rear of Building
Parking Lot

ESTIMATED EQUIPMENT USAGE (BASED ON 2015 STAND DOWN):

- 1 Podium
- 2 Generators
- 10 (Ten) 100 foot Electrical Cords

ESTIMATED STAFFING BASED ON (2015 STAND DOWN):

- Two Custodians to work two (8) eight hour shifts (6:00 am - 2:00 pm and 1:00 pm - 9:00 pm) at \$30.05 per hour equals \$961.60 times three days (September 26-28, 2015) for a total of Two Thousand Eight Hundred Eighty-four Dollars and Eighty Cents (\$2,884.80).

ALTERNATIVE

Alternatively, City Council can elect not to approve in-kind contributions.

FISCAL IMPACT

There is no fiscal impact except for staffing overtime payment referenced above.

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached Resolution.

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN KIND CONTRIBUTIONS IN SUPPORT OF THE 13TH ANNUAL COMPTON STAND DOWN FOR VETERANS SEPTEMBER 16-19, 2016

WHEREAS, the Compton Stand Down for Homeless Veterans (“Stand Down”) is an event that is held in cities all over the nation to provide food, clothing, medical services and referrals to veterans; and

WHEREAS, the name Stand Down comes from a term used in time of war. Exhausted combat units requiring time to rest and recover were removed from the battlefields to a place of relative security and safety; and

WHEREAS, today, Stand Down refers to a grassroots, community-based intervention program designed to help the nation’s estimated 150,000 homeless veterans “combat” life on the streets; and

WHEREAS, the 2016 Veteran Stand Down in Compton brings our community into the solution, gives hope to veterans still living on the streets of Southern California, offers them a temporary respite, and provides information and services that can help end their nightmare on the streets; and

WHEREAS, services provided include assistance with housing, employment, VA benefits, VA enrollment, VA medical care, VA mental health care, legal assistance, military records assistance, dental care, treatment/counseling, social security assistance, vision screening, food, clothing, hygiene supplies, showers, haircuts and entertainment.

WHEREAS, the City of Compton agrees to provide the following in kind services:

FACILITY USAGE:

NEIGHBORHOOD CENTER - 600 N. Alameda Street, Compton, CA. 90220

Blue Room - Workshops
Kitchen
Eating Room
Gold Room
Large Administration Area
Rooms 20, 21, 22, 23, 26 and 27
2 Rooms Near Rear of Building
Office Area Near Rear of Building
Parking Lot

EQUIPMENT USAGE:

- 1 Podium
- 2 Generators
- 10 (Ten) 100 foot Electrical Cords

STAFFING:

- Two Custodians to work two (8) eight hour shifts (6:00 am - 2:00 pm and 1:00 pm - 9:00 pm) at \$30.05 per hour equals \$961.60 times three days (September 26-28, 2015) for a total of Two Thousand Eight Hundred Eighty-four Dollars and Eighty Cents (\$2,884.80).

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 in-kind contributions referenced above in support of the 2016 Compton Stand Down for Veterans September 16-19, 2016.

SECTION 2. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk and City Controller.

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

SECTION 4. That a certified copy of this resolution shall be filed in the offices of the City Manager, General Services, and City Clerk.

ADOPTED this _____ day of _____, 2016

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 of said City, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2016.

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



**Compton
Chamber of
Commerce**

Dr. Lestean M. Johnson
President/CEO

Mailing Address:

P.O. Box 4638
Compton, CA 90224

700 N. Bullis Rd., 10-A
Compton, CA 90221

Phone:
310-631-8611

E-mail:
cptchamber@aol.com

Web site:
www.comptonchamberofcommerce.com

March 9, 2016

Councilperson Emma Sharif
Council District 4
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Dear Councilperson Sharif,

Re: Compton Veteran Stand Down 2016

I am writing you today on behalf of "For the Love of our Veterans", where the Compton Chamber of Commerce serve as the official sponsor, to request the use of 600 North Alameda, Compton, CA 90221 for the weekend of September 23 (Friday through Monday, September 23 through September 26, 2016) for the Compton Veteran Stand Down.

We are grateful to have enjoyed the opportunity in the past to utilize this facility for hosting our event; and look forward once again for your great support of this program.

The Compton Veteran Stand Down provides veterans and their families (including children), services of basic needs through provision of hot food (three times daily); clothing, physical and mental health care, legal assistance, optometrist, chiropractic services, benefits claims processing (VA and Social Security); child care services; job counseling; as well as referrals by community and government partners.

The Compton Stand Down benefits the veterans and their families through the aforesaid services, while assisting to alleviate the economical deficiency of our city and surrounding areas. We have seen much great results from this program and wish to continue with its success. It has been our good fortune to have built a good relationship; and we greatly appreciate your help in making a difference in the lives of our veterans, their families and the children.

Your facility, 600 North Alameda, Compton, 90221, has proven to be the perfect location for this type of event. The facility encompasses all the rooms that are needed on the inside to accommodate the various inside vendors; as well as the outside space for needed outside vendors (including shower trailers and security). In addition, the location is in close proximity to the public transportation (directly across from the Blue Line & Buses). We have a commitment from Metropolitan Transportation Authority (MTA) to provide free transportation to our veterans and their families during this three-day event.

The City of Compton has been an exceptional partner for the past twelve years. Each of our twelve years, the Veteran Stand Down has enjoyed the contributions of all elected officials, as well as other city representatives in the City of Compton. These contributions have included speaking, purchasing supplies, donations, setting up the event, participating during the event; and of course serving our veterans and their families. We are grateful for this past support, and we understand this level of support is necessary for our future.

#10.

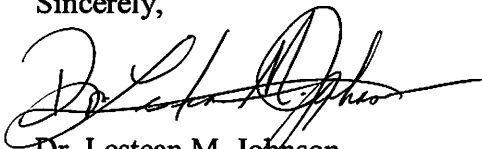
Councilperson Emma Sharif
Councilperson District 5
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
March 9, 2016
Page 2 of 2

Councilperson Sharif, we have the Compton Veteran Stand Down 2016 date slated, merchandise promised, keynote speaker in place; however, we do not have a home for the Compton Veteran Stand Down 2016. Without a home, we cannot advertise, seek our donors for donations, or receive the promised merchandise for the Stand Down.

Therefore, Councilperson Sharif, we are requesting that you facilitate in having this item placed on the Council Agenda for Tuesday, March 15, 2016 to allow the Council to approve the location, 600 North Alameda, Compton, for the 2016 Compton Veteran Stand Down.

Thank you, Councilperson Sharif, for your kind consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. Lestean M. Johnson", with a long horizontal flourish extending to the right.

Dr. Lestean M. Johnson
President and CEO
Compton Chamber of Commerce

April 5, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS 2015-16 FISCAL YEAR BUDGET AND
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW
VACTOR 2112P SEWER TRUCK (\$500,928)**

SUMMARY:

Adoption of this resolution will amend the 2015-16 Fiscal Year budget of the Public Works/Municipal Utilities Department ("Department") to transfer funds between accounts and authorize the City Manager to issue a purchase order in the amount of \$500,928.00 to Haaker Equipment Company for the purchase of a new Vactor 2112P Sewer Truck plus Jet Rodder.

BACKGROUND:

The Public Works/Municipal Utilities Department (department) maintains over one-hundred and forty-seven (147) miles of sewer mains which includes 2,590 manholes. The Department is responsible for the operation and maintenance of the sewer system. The sewer system requires continuous maintenance to ensure proper operation and to protect the City's investment of its capital infrastructure. To avoid catastrophic failure of the sewer system, it is necessary to investigate the existing infrastructure and replace or repair system pipes as necessary.

For a number of years the City has been a member of the National Joint Powers Alliance ("NJPA"). The NJPA is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally. The main mission for NJPA is to offer a multitude of cooperatively contracted products, equipment and service opportunities to educational and government entities throughout the county. NJPA has completed hundreds of requests for proposal ("RFP") for its member agencies to receive the best cost throughout the United States while fulfilling the mission of the NJPA. The City, as a long standing member, has taken advantage of the NJPA competitive bidding process in efforts to save the taxpayers' money and purchase certain types of equipment at a below-retail cost discount.

STATEMENT OF THE ISSUE:

Currently, the Department has two (2) sewer cleaning trucks to maintain the entire sewer system. A new sewer cleaning truck was purchased in 2014. The other sewer cleaning truck is a 2004 vintage and has outlived useful service life. Based on existing maintenance demand, this vehicle is not reliable to provide adequate, consistent sewer system maintenance. The Department has reviewed into purchasing a replacement sewer cleaning truck to meet the sewer main cleaning requirements of the City's system.

In 2014, the Department purchased a Vactor Sewer Truck through the NJPA competitive bidding and cooperative purchasing process at a cost effective price and to date, the Department has been satisfied with vehicle's and manufacturer's performance and selected

#11.

Staff Report – Resolution amending FY 15-16 Budget
Authorize P.O. to Haaker Equipment Co. (Sewer Truck)
April 5, 2016, Page 2 of 2

the same equipment manufacturer. By using the NJPA pricing, the City will benefit from a nationally conducted bid process; obtain a competitive market price on the selected vehicle and equipment through a local vendor (located within 50 miles of the City) to supply and repair the equipment. Additionally, the Haaker Equipment Company is the only certified dealer for Vactor equipment in Southern California.

ALTERNATIVE:

No alternative is proposed or recommended at this time.

FISCAL IMPACT:

The 2015-2016 Fiscal Year budget of the Department will need to be amended to transfer funds between accounts to accomplish this expenditure; as follows:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
Increase Revenue:		
5116 000 000 3980	Surplus (prior year)	\$500,928
Increase Expenditures:		
5116 720 000 4334	Machinery & Equipment	\$500,928

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution.

GLEN W. C. KAU P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS 2015-16 FISCAL YEAR BUDGET AND
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW
VACTOR 2112P SEWER TRUCK (\$500,928)

WHEREAS, the Department of Public Works/Municipal Utilities (“Department”) is responsible for the operation and maintenance of the City’s sewer system, which encompasses over one-hundred and forty-seven (147) miles of sewer main, including 2,590 manholes; and

WHEREAS, the system requires preventive maintenance and ongoing repairs to ensure proper operation and protect the sewer infrastructure from catastrophic failure, which requires that appropriate equipment be available to the Department to investigate the infrastructure and replace or repair system pipes as necessary; and

WHEREAS, for a number of years the City has been a member of the National Joint Powers Alliance (“NJPA”), which is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally with a main mission to offer a multitude of cooperatively contracted products, equipment and service opportunities to educational and government entities throughout the country; and

WHEREAS, currently the Department has two (2) sewer trucks to maintain the City’s entire sewer system, one of which is a 2004 sewer truck which has outlived its usefulness, thus the Department has checked into purchasing an additional unit to meet the line cleaning demands in the City’s system; and

WHEREAS, in 2014, the Department purchased a Vactor Sewer Truck through the NJPA competitive bidding and cooperative purchasing process at a very reasonable price and to date the Department has been satisfied with vehicle’s and manufacturer’s performance; therefore staff recommends purchasing a new sewer truck at the cost of \$500,928 from the same equipment manufacturer; and

WHEREAS, the 2015-2016 Fiscal Year budget of the Department will need to be amended to transfer funds between accounts to accomplish this expenditure.

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

SECTION 1. That the bid/quote of Haaker Equipment Company, in the amount of Five Hundred Thousand Nine Hundred Twenty Eight Dollars (\$500,928.00), is accepted.

SECTION 2. That the 2015-2016 Fiscal Year budget of the Public Works/Municipal Utilities Department shall be amended to transfer funds between accounts as follows:

Increase Revenue:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
5116 000 000 3980	Surplus (prior year)	\$500,928

Increase Expenditures:

5116 720 000 4334	Machinery & Equipment	\$500,928
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SECTION 3. That the City Manager is hereby authorized to issue a purchase order to Haaker Equipment Company for the purchase of a new Vactor 2112P Sewer Truck plus Jet Rodder in an amount not-to-exceed \$500,928.00

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works/Municipal Utilities Department.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2016.

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 to by the City Clerk at a regular meeting thereof, held on the _____ day of _____, 2016.

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

HAAKER

EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com



PROPOSAL January 11, 2016

TO: CITY OF COMPTON
205 S. Willowbrook Avenue
Compton CA 90220

ATTN: Mr. Michael C. Harvey, MBA
310-605-5539
Email: mharvey@comptoncity.org

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the **NJPA Cooperative Purchasing Agreement – Contract #022014-FSC.**

ONE NEW VACTOR 2112P PLUS JET RODDER (15-12V-15947)

12-Cubic Yard Capacity Combination Sewer Cleaner with 16" Positive Displacement Blower, 1500 Gallons of Water, Mounted on a 2015 Freightliner 114SD, 370hp 6X4 Chassis With Allison Automatic Transmission. Equipped with all Standard and Optional Equipment listed:

Standard Equipment:

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 1" X 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.

#11.ter Pump Hour Meter

1.0 Hour Meter

- Vactor 2100 Plus Body Decal - White
- Vactor Manual, Partial Manual and USB Version

ADDITIONAL FEATURES

- 3" Y-Strainer w/25' Fill Hose
- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 800' Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 1000') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Debris Body Load Limit Alarm functionally tied to Vacuum Relief
- 6" Butterfly Valve, Rear Door, 3:00 Position
- 6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
- Pump Off Ports Only
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Folding Pipe Rack, Streetside
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Low Water Light w/Alarm and Water Pump Flow Indicator
- Hot Shift Blower Drive
- Front Joystick Boom Control
- Wireless Controls, including hose reel controls
- Jet Rodder Water System Accumulator
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Automatic Hose Level Wind Guide, Indexing
- Digital Hose Footage Counter
- Handgun Hose Reel w/Spring Retract
- Rodder Pump Drain Valves
- Hand Light w/Bumper Plug
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Behind Cab
- (4) Long Handle Tool Storage Locations Behind Cab
- Camera System, Front and Rear
- Safety Cone Storage Rack - Post Style
- Door Stripe Material, Reflective Tape
- (1) 8" x 7'-6" Aluminum Vacuum Tube
- (1) 8" Quick Clamp Assembly
- Extended Warranty - 24 Months, Parts and Labor excluding Blower
- Whelen LED Light Package – Includes LED Lightbar, LED Hideaways, Rear LED Strokes, LED Arrow Traffic Advisor
- Enviro Sight Push Camera
- Sonetics 4-Way Radio Headsets
- Vapor Rooter Root System Installed
- Tier 3 Nozzle Package – Included Warthog Nozzle
- Hand Tool Package – Grabbers, Etc.
- 24 Month Bi-Annual Service Agreement

Unit Price:.....\$ 492,337.00
 Less 3% NJPA Discount:(\$ 14,770.11)
 Less Haaker Stock Discount:.....(\$ 18,000.00)
 Subtotal:.....\$ 459,566.89
 Sales Tax: (9.0%)\$ 41,361.02

TOTAL UNIT PRICE, FOB: COMPTON, CA: \$ 500,927.91

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 15-30 Days **TERMS:** Net 30

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____

BY: Matt Muinch **DATE:** _____
 Matt Muinch / Sales Representative

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2015-16 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW VACTOR 2112P SEWER TRUCK (\$500,928)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

3/8/2016 11:43:15 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/10/2016 12:57:27 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/10/2016 11:41:40 AM
DATE

Roger Haley
CITY MANAGER

3/8/2016 1:05:30 PM
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.

April 5, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR
PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A
PURCHASE ORDER FOR WILLDAN ENGINEERING FOR PLAN REVIEW
AND TRAFFIC ENGINEERING SERVICES (\$150,000)**

SUMMARY

This resolution will authorize the City Manager to enter into a two (2) year (July 1, 2015 through June 30, 2017) professional services agreement with and establish a purchase order for Willdan Engineering ("Willdan") to provide "as-needed" professional plan review and traffic engineering services for the Public Works/Municipal Utilities Department ("Department"). It is estimated that the fees for services rendered by Willdan during Fiscal Year 2015-2016 will be approximately \$45,000; the remainder of the requested funding will be allocated in next year's City budget.

BACKGROUND

The Department reviews development projects for impacts to the public right-of-way, drainage issues, storm water quality impacts, sewer system impacts, and erosion control. The Department's need for plan review and traffic engineering services is vital, however due to current staffing shortages the number of projects submitted for review is overwhelming, thus, necessitating the need to employ the services of an outside consultant to provide much needed assistance with handling the workload. Staff is recommending this action in order to keep up with the demand for development projects throughout the City. Taking the recommended action will minimize the review process, turnaround time, improve service to the public.

Staff solicited proposals to provide the needed services from a number of engineering firms (listing of solicited firms below) for the Fiscal Years 2015-2017 period with one (1) - two-year extension option Fiscal Years 2017-2019. Willdan was the only firm to submit a proposal.

- DCI (Anaheim)
- Evan Brooks Associates (Pasadena)
- KOA (Monterey Park)
- Onward Engineering (Anaheim)
- Willdan Engineering (Industry)

#12.

Staff Report – Resolution Authorizing Agreement & P.O.
With Willdan Engineering/Plan Review & Traffic Engineering
April 5, 2016, Page 2 of 3

STATEMENT OF ISSUE

Willdan Engineering, a California Corporation, is part of the Willdan Group, Inc., a nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan offers a broad array of services to clients' planning, engineering, financial, economic, public facility, public safety and energy sustainability solutions. In the area of specialties, Willdan has vast background in city engineer, traffic engineer and building official staff augmentation, administration, development review, public works permitting and inspection, roadway design, construction management and long-term planning.

Willdan's proposal was reviewed by staff on the basis of completeness of proposal, quality of previous work performed, understanding of the projects scope of work, experience of project team, references and proposed work schedule. Willdan's proposal met the evaluation criteria and has provided satisfactory services to the City in the past and current fiscal year on other public work projects, thus staff recommends that they be awarded the contract for the plan review and traffic engineering services on an "as-needed" basis for Fiscal Years 2015 through 2017, plus allow for an option to renew or extend the contract for an additional 2-year term.

Services to be provided by Willdan during the course of the proposed contract include:

- Technical Plan Check for engineering documents and plans
- Review of maps and legal descriptions
- Conformance with Federal, state and local regulations, particularly the California Subdivision Map Act
- General compliance with City standards, ordinances and regulations, including the Low Impact Development requirements of City of Compton Ordinance 2,252
- Tracking of BMPs through various stages of development with use of Excel spreadsheet database
- Field visits to each development site to identify any public infrastructure rehabilitation needs adjacent to proposed development (e.g. sidewalk, curb and gutter or street repairs)
- Sign the review/recommendation block of plans, in addition to stamp and wet sign approval of engineering plans and reports when plans are approved and ready for construction
- Correspond and coordinate with applicant's design engineers to ensure smooth plan check process
- Perform various Traffic Engineering Services (e.g. review and recommendation and/or approval for Traffic Impact Analysis for public/private projects, Warrant Studies for traffic signal and/or stop sign installation and other traffic-related tasks as needed/requested)

FISCAL IMPACT

Because the work under this proposed contract is varied and irregular, it is proposed that Willdan be compensated at the current hourly rates for services requested the City staff.

Due to unforeseen plan check demands within the City of Compton, it is estimated that the total plan check fee for the remainder of Fiscal Year 2015-2016 will be approximately \$37,500.00. Additionally, this resolution also includes payment of Fiscal Year 2015-2016 unpaid invoices in the total amount of \$7,172.50 for a total amount of \$44,672.50. As of this writing, there is \$237,661.72 remaining in this account.

Funds are available in the Public Works /Municipal Utilities Department's 2015-2016 Fiscal Year budget for services rendered in Fiscal Year 2015-2016 in the following accounts:

<u>Account Number</u>	<u>Funding Description</u>	<u>Amount</u>
2502-710-000-4269	Landscape/Lighting	\$45,000
	Total:	\$45,000

The remainder of the total funds needed for this two (2) year contract will be requested/allocated within next year's City budget.

ALTERNATIVE

The City could choose not to utilize the services of this consultant and jeopardize the review of vital projects that come to the City of Compton for review services.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR WILLDAN ENGINEERING FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES (\$150,000)

WHEREAS, the Public Works/Municipal Utilities Department (“Department”) reviews development projects for impacts to the public right-of-way, drainage issues, storm water quality impacts, sewer system impacts, and erosion control; and

WHEREAS, the Department’s need for plan review and traffic engineering services is vital, however due to current staffing shortages the number of projects submitted for review is overwhelming, thus, necessitating the need to employ the services of an outside consultant to provide much needed assistance with handling the workload; and

WHEREAS, staff solicited proposals to provide the needed services from a number of engineering firms (DCI, Evan Brooks Associates, KOA, Onward Engineering and Willdan Engineering) for the Fiscal Years 2015-2017 with one (1) two-year extension option (Fiscal Years 2017-2019); however Willdan was the only firm to submit a proposal; and

WHEREAS, Willdan’s proposal was reviewed by staff on the basis of completeness of proposal, quality of previous work performed, understanding of the projects scope of work, experience of project team, references and proposed work schedule and the proposal met the evaluation criteria, thus staff recommends that they be awarded a multi-year contract to provide plan review and traffic engineering services on an “as-needed” basis for Fiscal Years 2015 through 2017, plus allow for an option to renew or extend the contract for an additional 2-year term (Fiscal Years 2017-2019) and

WHEREAS, due to unforeseen plan check demands within the City of Compton, it is estimated that the total plan check fees for Fiscal Year 2015-2016 (i.e. July 1, 2015 – June 30, 2016) will be approximately \$45,000 and the remaining funds for this two (2) year agreement will be allocated in next year’s City budget; and

WHEREAS, funds are available in the Public Works /Municipal Utilities Department’s 2015-2016 Fiscal Year budget for services rendered in Fiscal Year 2015-2016.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute a professional services agreement with Willdan Engineering to provide Plan review and traffic engineering services for a two (2) year term (i.e. July 1, 2015 – June 30, 2017). The City Manager is further authorized to exercise one (1) two year extension (Fiscal Years 2017-2019) of this agreement with Willdan Engineering on expiration of the original term.

Section 2. That a purchase order in the amount of \$45,000.00 is authorized to be established for Willdan Engineering for services rendered in Fiscal Year 2015-2016.

Sections 3. That funds for this expenditure in Fiscal Year 2015-2016 are available in the following account numbers:

Account Number	Funding Description	Amount
2502-710-000-4269	Landscape/Lighting	\$45,000
	Total	\$45,000

Section 4. That funds for services to be rendered during Fiscal Year 2016-2017 shall be allocated in future City budgets.

Section 5. That a certified copy of this Resolution shall be filed in the Offices of the City Manager, City Controller, City Attorney, City Clerk and the Public Works/Municipal Utilities Department.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2016.

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, 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 _____, 2016.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
WILLDAN ENGINEERING**

This **AGREEMENT** is entered into 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 **WILLDAN ENGINEERING**, (hereinafter referred to as “**CONSULTANT**”) located at 13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3443.

RECITALS:

WHEREAS, the City has determined that there is a need to employ the services of a qualified and experienced civil engineering firm to provide plan check engineering services; and

WHEREAS, Consultant (Willdan Engineering) warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____ 2016, the City Council gave approval to award a contract to the Consultant to provide the services required on an “as-needed” basis; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and provide civil engineering services on “as-needed” bases, to include but not be limited to:

- Technical Plan Check for engineering documents and plans
- Review of maps and legal descriptions
- Conformance with Federal, state and local regulations, particularly the California Subdivision Map Act
- General compliance with City standards, ordinances and regulations, including the Low Impact Development requirements of City of Compton Ordinance 2,252
- Tracking of BMPs through various stages of development with use of Excel spreadsheet database
- Field visits to each development site to identify any public infrastructure rehabilitation needs adjacent to proposed development (e.g. sidewalk, curb and gutter or street repairs)

Professional Services Agreement – Willdan Engineering
Plans Review & Traffic Engineering Services for FYs 2015-2017
Public Works/Resolution No. ____

- Sign the review/recommendation block of plans, in addition to stamp and wet sign approval of engineering plans and reports when plans are approved and ready for construction
- Correspond and coordinate with applicant's design engineers to ensure smooth plan check process
- Perform various Traffic Engineering Services (e.g. review and recommendation and/or approval for Traffic Impact Analysis for public/private projects, Warrant Studies for traffic signal and/or stop sign installation and other traffic-related tasks as needed/requested)

As further detailed in Consultant's "**Proposal to Provide Professional Plan Review Services for Fiscal Years 2015-2017**" dated December 28, 2015, which is incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services to be provided pursuant to this Agreement.

Bill Pagett, P.E., Principal in Charge and Chris Kelly, P.E., Project Manager of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

Glen W.C. Kau, Director of Public Works/Municipal Utilities, or his authorized designee shall be primarily responsible for representing the City in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence services to be rendered pursuant to this Agreement on July 1, 2015, continue in a diligent and professional manner until each of the assigned services assigned to be rendered are complete. This Agreement shall expire as of June 30, 2017, or when the authorized compensation has been exhausted, whichever occurs first, unless terminated earlier. Consultant services shall be provided on an "**as-needed**" basis as determined by the City.

3. Compensation. The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within **Consultant's "Schedule of Hourly Rates"**, which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONSULTANT** during the term of this Agreement shall be limited to a not-to-exceed amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)**. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, 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 Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

Consultant will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works/Municipal Utilities Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or

its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written

consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant 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. Consultant 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 in accordance with requirements of City, State or Federal laws and regulations. Such actions 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 Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter 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 indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. **Insurance.** Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain 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. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 **Commercial General Liability Insurance.** \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 **Automobile Liability.** \$1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 **Workers' Compensation and Employer's Liability.** Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 **Professional Liability.** Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as "additional insureds" with respect to liability arising out of the activities of the Consultant. Any

failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate

possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

20. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;

Professional Services Agreement – Willdan Engineering
Plans Review & Traffic Engineering Services for FYs 2015-2017
Public Works/Resolution No. ____

- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

William C. Pagett, P.E., Senior Vice President

Date

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of

same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

24. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

25. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant 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.

27. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, California 91746-3443
Attn: William C. Pagett, P.E.
Senior Vice President
(562) 908-6200
(562) 695-2120 – fax.
(800) 499-4484
www.willdan.com

Professional Services Agreement – Willdan Engineering
Plans Review & Traffic Engineering Services for FYs 2015-2017
Public Works/Resolution No. ____

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Municipal Utilities
Department
(310) 605-5505
(310) 605-6326 – fax.

With Copy to:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

30. 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, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

WILLDAN ENGINEERING/CONSULTANT

Dated: _____

By _____
William C. Pagett, P.E., Senior Vice President

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
Glen W. C. Kau, P.E., Director Public
Works/Municipal Utilities Department

Approved By:

Dated: _____

By _____
Roger L. Haley, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

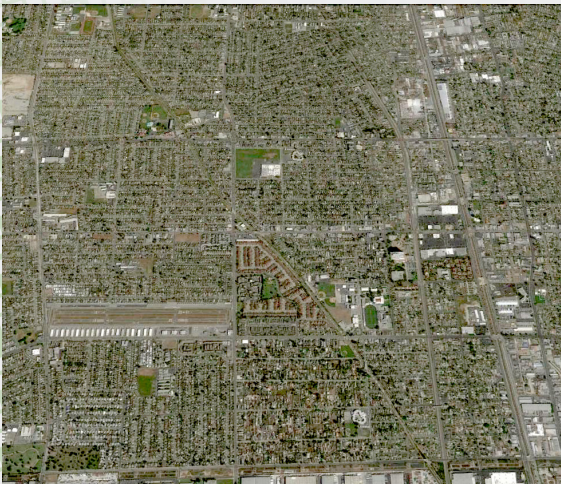
By _____
Alita Godwin, City Clerk

City of **Compton** California

Proposal to Provide

Professional Plan Review Services for Fiscal Years 2015-2017

December 28, 2015



December 28, 2015

Mr. Glen W.C. Kau, PE
Public Works/Municipal Utilities Director/City Engineer
City of Compton Public Works/Municipal Utilities Department
205 S. Willowbrook Avenue
Compton, CA 90220

Subject: Proposal to Provide Professional Plan Review Services for Fiscal Years
2015-2017

Dear Mr. Kau:

Willdan Engineering is pleased to submit our proposal to assist the City of Compton to provide plan check engineering services for the Public Works/Municipal Utilities Department. We understand that work will include services such as technical plan check for engineering documents and plans, review of maps and legal descriptions, conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 and the tracking of BMPs through various stages of development with the use of an Excel spreadsheet database. Based on our current working relationship with the City, it is noted that the City has desired a field visit to each development site in order to identify any public infrastructure rehabilitation needs adjacent to the proposed development such as sidewalk, curb and gutter, or street repairs. Willdan will be pleased to include these services as we have been requested in the past. When plans are approved and ready for construction, we will sign the review/recommendation block of the plans, in addition to stamp and wet sign the approval of engineering plans and reports. Willdan will be involved in the correspondence and coordination with the applicant's design engineers to ensure a smooth plan check process.

Our understanding is that the City is also requesting the need for a consultant to perform various Traffic Engineering Services such as the review and recommendation and/or approval for: Traffic Impact Analysis for public/private projects, Warrant Studies for traffic signal and/or stop sign installations, and other traffic-related tasks as needed and requested by the City.

We are excited by the opportunity to bring our renowned "extension-of-staff" services to the City of Compton and continue serving the City of Compton with the services identified above. With the addition of municipal utilities to the responsibilities of the Public Works Department, we offer to make the services of our fine Water Utilities Department available if requested. We also offer a full range of Geotechnical services that can assist the City with this aspect of the grading review. Willdan is particularly pleased to be able to offer the services of **Bill Pagett, PE**, as our **Principal in Charge**, and **Chris Kelley, PE**, as our **Project Manager**. Mr. Pagett has 44-years of experience and has served as city engineer for numerous LA County cities. Mr. Kelley has served various cities throughout his 10-year career and has worked under the direction of **Elroy Kiepke, PE**, who currently assists the City of Compton with their plan checking needs. The change from Mr. Kiepke as project Manager to Mr. Kelley is made necessary by the recent retirement of Mr. Kiepke. Mr. Kiepke has decided to reduce his work schedule from his current 32 hours per week to a 5 to 10 hours per week.

December 28, 2015

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Willdan is currently completing an assignment for the City of Azusa on a 1,500-unit subdivision and is familiar with the challenges faced by cities from both the staff level and the management level and has the demonstrated ability to balance scarce resources and high demand for quality public services. Thus, with its varied background and knowledge of the local setting and development interests, Willdan is an ideal selection for assisting the City of Compton with the requested civil engineering services.

Our firm is uniquely qualified to provide these services for the following reasons:

Willdan's Relationship with the City and its Staff. Willdan has previously provided the same civil engineering services for the City and has developed a positive relationship with the City and its staff.

Willdan has the Resources to Meet a Compressed Time Schedule. Willdan's staff size, breadth of experience and collaborative approach among our team members will enable us to review all submittals of the anticipated plan sets in the desired turnaround time frame if not sooner.

Public Sector Experience. Our staff, many of whom have experience as former public agency staff and management understands the uniqueness of public agency needs and issues; they serve as building officials, city engineers, planning directors, traffic engineers and public agency staff members on a contract basis for numerous cities and counties. The diversity of our staff's experience is an added value of our services.

Exceptional Tracking and Record-Keeping Capability. Willdan has a system for maintenance of records throughout and beyond the life of a project. Additionally, we offer the potential for electronic forms and an electronic tracking system available to the City for rapid recall of records with minimal wait. With the advent of the LID requirements, there is the added obligation of tracking LID projects checked during the year and reporting that information to the City for inclusion in the NPDES Permit Annual Report. This is done with the use of an Excel spreadsheet database.

No Learning Curve. Willdan has been providing services to local agencies in Los Angeles County for 51 years, and for the City of Compton since 2008. Our staff has hands-on working knowledge and direct experience implementing Los Angeles County and City standards. We have developed a well-coordinated review process, including a plan check tracking and reporting system and specific discipline review checklists, to provide the City with timely, cost-effective service.

Core Competence. The services required for this project are directly related to our core competencies! No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's one stop shop to meet virtually all municipal service needs.



#12.

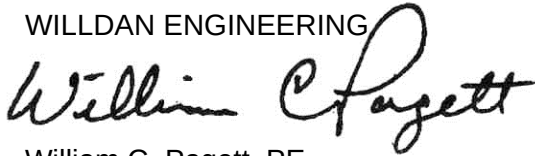
December 28, 2015

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We appreciate the opportunity to submit our proposal and look forward to discussing our proposal with you and your staff. If there are any questions, please contact Bill Pagett by telephone at (562) 368-4850 or by email at bpagett@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



William C. Pagett, PE
Senior Vice President



Chris C. Kelley, PE
Project Manager

Enclosures

91005/06-130/P15-146R2_11371





COMPANY OVERVIEW

General Description

Willdan Engineering (Willdan), a California Corporation is part of Willdan Group, Inc. (WGI), a NASDAQ publicly-traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allows us to provide a comprehensive and integrated approach to our clients' planning, engineering, financial, economic, public facility, public safety, and energy sustainability solutions.

Today, Willdan has over 600 employees operating out of multiple offices located throughout the United States – including our four southern California office locations (Cities of Industry, Anaheim, San Bernardino, and Ventura). We have supported implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan has completed various types of projects for over 60 percent of the cities and counties in California.

Throughout our 51-year history, Willdan has sustained a consistent healthy financial performance. Willdan has the financial strength and wherewithal to complete all projects we undertake. This is due, in part, to a respected reputation in the municipal engineering industry for providing timely, cost effective, innovative engineering solutions that exceed our client's expectations and for providing exceptional customer service to our many clients. The firm has the financial strength, wherewithal, resources, and appropriate staffing to perform and complete all contractual project obligations. Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found on the Investors page of our website at www.willdangroup.com.

Willdan has historically concentrated our efforts in public works engineering for cities, counties, and special districts. Since 1964, we have evolved into a professional consulting firm offering a broad array of services that provide a comprehensive and integrated approach to our clients' needs. Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our staff experience is an added value of our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's one-stop resource to meet virtually any service need.

In the area of specialties, Willdan has a vast background in city engineer, traffic engineer, and building official staff augmentation, administration, development review, public works permitting and inspection, roadway design, construction management, and long-term planning which includes development of capital improvement plans, improvement districts, funding plans, safe route planning, facility master plans, and environmental review documentation.





Firm Experience and Recent Experience

Willdan performs plan checking and engineering services for numerous Los Angeles County Cities, demonstrating its capability to perform the work described in this request for proposals. Below are five examples of current contracts we have showing this related experience:

Client Name	City of Paramount 16400 Colorado Avenue, Paramount, CA 90723-5012
Contact	Mr. Chris Cash, Public Works Director, (562) 220-2020
Services	City Engineering, Traffic Engineering, Agency Engineering, Water Engineer, Public Works Permits/Inspection, Development Review, CIP and Facilities Design/Inspection, CDBG Administration, Grant Writing, NPDES, Geotechnical Engineering, Community Development, Survey, Landscape Architecture, Construction Management, Right-of-Way Engineering, Map Plan Check.
Recent Plan Review Provided	Weber Metals Redevelopment – Included a building removal, addition of an industrial building for fabrication. Willdan reviewed grading, drainage and LID plans.
Client Name	City of La Puente 15900 East Main Street, La Puente, CA 91744
Contact	Mr. David Carmany, City Manager, (626) 855-1563
Services	City Engineering, Civil Engineering, Traffic Engineering, Funding Administration, Development Review, Geotechnical Engineering, Survey, Landscape Architecture, Construction Management, Planning, Building and Safety.
Recent Plan Review Provided	Review of several parcel and tract maps. Review title report, review Conditions of Approval, check traverse calculations, analyze boundary determination, review dedications and abandonments to be done on the map, review references as cited on the map.
Client Name	City of Rosemead 8838 East Valley Boulevard, Rosemead, CA 91770
Contact	Mr. Jeff Allread, City Manager, (626) 569-2100
Services	City Engineering, Building & Safety Services, Development Plan Review and City Traffic Engineering, Survey and Map Review.
Recent Plan Review Provided	7801 Garvey Avenue – Major redevelopment project of a corner lot. Addition of a 4-story above grade with a 2-story below grade parking structure. Willdan reviewed grading, drainage and LID plan.



Client Name	City of Cerritos 18125 Bloomfield Avenue, Cerritos, CA 90703
Contact	Mr. Hal Arbogast, City Engineer, (562) 916-1228
Services	Willdan is providing development review services for the following plan review: parcel and tract maps, hydrology studies, LID plans, storm water mitigation plans, and storm water pollutions prevention plans and grading & drainage and erosion control plans, public construction plans required of development projects. All these reviews to be recommended for approval by the City of Cerritos in the final process of the plan review.
Recent Plan Review Provided	Cerritos Mall Redevelopment – Addition of movie theatre, eateries, and shopping to the mall. Willdan reviewed grading, drainage, and LID plan.
Client Name	City of El Monte 11333 Valley Boulevard, El Monte, CA 91731
Contact	Mr. Cesar Roldan, (626) 580-2087
Services	Plan Checking Services for grading, drainage, LID plans, traffic engineering; Subdivision Map Checking.
Recent Plan Review Provided	Plan Check Services-Hilton Garden Inn. Willdan provided professional engineering plan check services for the off-site improvement of the Hilton Garden Inn development. The plan check included a 1st, 2nd and 3rd plan check for medians, landscape, traffic signals, signing and striping and electrical work.



Record Maintenance/Tracking

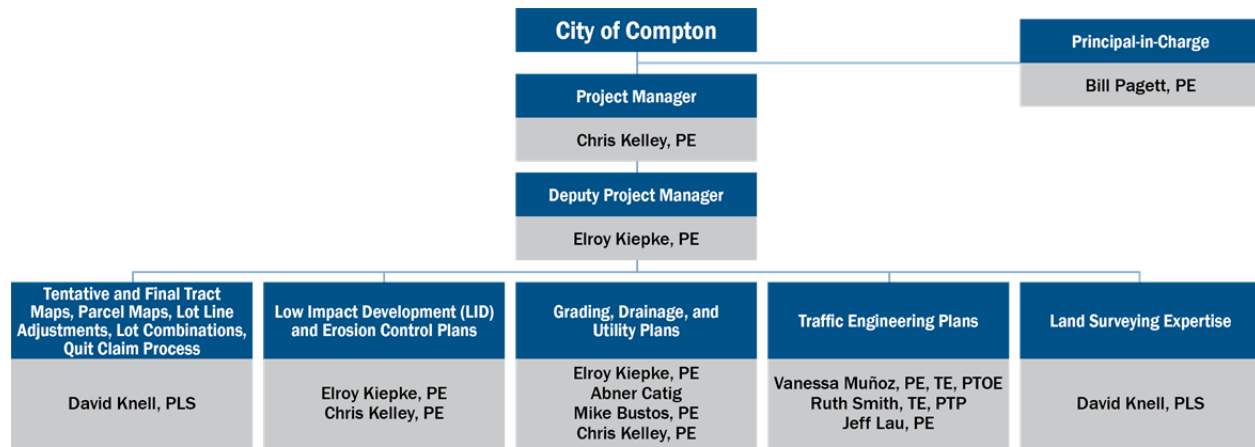
Willdan's methodology for plan review includes the following steps:

- Plans are initially received from the City or Applicant and Willdan will generate an estimate of the cost for the first, second, and third checks of the plans.
- After the City authorizes the estimate and the Applicant pays the fees, the project is logged into Willdan's Plan Check Tracking System (PCTS). This process automatically assigns a complete date for first check and subsequent rechecks.
- The submitted plans are checked for completeness including required engineering calculations. In the event that the submission is incomplete, Willdan will immediately contact the applicant and/or City to request any missing information.
- The project size and complexity is evaluated and then assigned the appropriate plans examiner.
- Willdan's Plan Check Tracking System (PCTS) is continuously used to monitor the progress of these reviews for timely completion.
- Upon completion of our review, plans are either stamped "approved ready for issuance by City" or a detailed correction list would be created including the appropriate code sections, and forwarded back to the City.
- Depending upon City policy, the approved plans or plans with correction list are sent back to the City.
- The pick-up and delivery of plans is by FedEx, while any correction list can be transmitted via facsimile or e-mail.

Project costs are tracked in our company wide integrated accounting software that can be monitored on a daily basis if necessary. However, we typically monitor project cost on a weekly basis. Willdan personnel are also available by telephone and by appointment to confer with the City or applicant regarding the status of any review, to discuss any correction list, or to meet directly with the applicant at our offices to resolve the correction items. Upon authorization of the City, Willdan personnel are also available to meet applicants at the City Hall to review projects and corrections.



PROJECT TEAM – ORGANIZATIONAL CHART



STAFFING PLAN

Mr. Bill Pagett, PE, will act as **Principal in Charge** for this assignment. As Senior Vice President of Willdan and as Manager of the Los Angeles Regional office for Willdan, he will have overall responsibility for administration of services to be provided by the firm. Mr. Pagett has provided project administration and coordination for more than \$120 million in public works improvements, including the \$8 million Alondra Boulevard Grade Separation in the City of Paramount. He is also responsible for reviewing current water, sewer, and storm drain projects to ensure that the Master Plan intent is maintained and has been successful in applying for and receiving outside funding opportunities to pay for infrastructure needs. Mr. Pagett has 44 years of experience in his field of City Engineering Services.

Mr. Chris Kelley, PE (License #83179), will serve as **Project Manager** for the City of Compton assignment. As a Project Manager for Willdan, he will have responsibility for coordination and administration of services to be provided by Willdan.

Willdan proposes that **Mr. Kelley**, be responsible for **Low Impact Development Plans (LID'S), erosion control, grading and drainage plan review** for the City of Compton. Mr. Kelley has been designing and reviewing grading, street, storm drain, and water quality projects for the past 10-years and has worked with numerous Los Angeles and Orange County agencies.

Mr. Kelley is familiar with City staff and procedures and has proven his value to the municipal review process. As part of his support to public agencies, he has provided grading, drainage and LID plan review for the following agencies to name a few:

- City of Compton
- City of Cerritos
- City of El Monte
- City of Azusa
- City of Brea
- County of Orange – Rancho Mission Viejo Planned Community



Mr. Elroy Kiepke, PE, acting as **Deputy Project Manager** has valuable past experience with the City of Compton and other public agencies. Mr. Kiepke has been performing grading plan review in Southern California since 1969, when he began his career with Los Angeles County Department of County Engineer. During his career, he has been responsible for grading plan review in the Cities of Agoura Hills, Rosemead, Alhambra, Paramount, La Habra Heights, Calimesa and Malibu.

Because of his involvement in grading plan review, Mr. Kiepke became involved in the Los Angeles County NPDES Permit in 1990 when the Early permit was obtained. Mr. Kiepke has been actively involved with the Los Angeles NPDES Permit providing recommendations for complying with the permit to the Cities of La Canada Flintridge, Paramount, Bell Gardens, Hawaiian Gardens, Rosemead and Bradbury. Mr. Kiepke has provided staff training for planners, field crews, inspectors, and administrative staff as required by the permit. With the implementation of the new LID provisions, Mr. Kiepke has been involved in the review and approval of these documents.

Mr. Kiepke is also the City Engineer/Deputy City Engineer in several cities represented by Willdan. Mr. Kiepke reviews development projects and recommends conditions of approval to provide compliance with the City's development goals contained in the General Plan and the standards contained in the Subdivision Ordinance. These cities include Rolling Hills Estates, Grand Terrace and Hawaiian Gardens.

Mr. Kiepke is familiar with City staff and procedures and has proven his value to the City of Compton. As City Engineer, he has provided plan review for the following recent related projects/assignments:

- City of Cerritos-Development review services for grading/drainage plans.
- City of Azusa-Special City Engineer on a 1,500-unit subdivision for streets, sewers, storm drains and final maps.
- City of Calimesa-Plan review services for the 4,500-unit development for streets, sewers, storm drains, and final maps.

Mr. David Knell, PLS, As Principal Project Manager of Mapping/Survey, Mr. Knell will be responsible for the review of Tract Maps, Parcel Maps, Lot Line Adjustments, Lot Mergers, and easement documents well as providing land surveying expertise for the City of Compton. Mr. Knell has more than 40 years of experience in the surveying and mapping fields. He has been responsible for a variety of mapping and construction jobs as well as performing surveys and acting as expert witness in legal cases. Mr. Knell has a wide range of experience preparing and checking subdivision maps. As a contract checker for the cities of Calabasas, Paramount, Yorba Linda, Grand Terrace, Lake Elsinore, Los Alamitos, Cudahy, Maywood, Big Bear Lake, Rosemead, and Cerritos, and a surveyor in private practice, Mr. Knell has been involved in preparation and checking of numerous Parcel Maps and Tract Maps, ALTA Surveys, Records of Survey, Lot Line Adjustments Parcel Map Waivers, Certificates of Compliance, and boundary determinations. He is also responsible for preparing legal descriptions and sketches for a wide range of easements involving utilities, three dimensional areas for bridges and signs, and



construction projects. He has also worked with major utilities and title companies in determining easements and correcting defective legal descriptions.

Mr. Abner Catig, Senior Design Manager, will provide grading, drainage and utility plan review services. Mr. Catig has 32 years' experience in public works design, including design of street widening, reconstruction and streetscape improvements, flood control and drainage improvements, grading and site plans, hydrology studies, sewer improvements and storm drains. He possesses extensive knowledge of California Department of Transportation (Caltrans), and Los Angeles County Department of Public Works (LACDPW) design criteria and guidelines.

Mr. Mike Bustos, PE, Senior Engineer, is responsible for analysis, design and preparation of studies, plans, specifications, and estimates for projects such as booster pump stations, pipelines, potable water wells, pipeline rehabilitation, pavement rehabilitation, street improvements and grading. Mr. Bustos has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, water resources planning and plan checking during his 13 years with the Willdan team. Mr. Bustos reviews street, drainage, and water plans.

Ms. Ruth Smith TE, PTP, Traffic Engineer II, will be available to provide various traffic related services to the City of Compton, including traffic impact study reviews and the preparation of Stop sign and other studies. Recently, Ms. Smith has been involved in the review of traffic impact studies and their related study parameters for the City. She is currently providing review services for the Prism McKinley development. She also performed a fair share analysis for the Goodman, Brickyard and Prism developments. Ms. Smith has over 35 years of experience in transportation planning and traffic engineering, with her career evenly split between preparing/reviewing traffic impact studies and providing traffic engineering services to Cities. This last includes 14 years as Senior Traffic Engineer at the City of Santa Ana. Ms. Smith currently provides similar review and traffic study services to the Cities of Rancho Palos Verdes, La Puente, Maywood, Los Alamitos, and Temecula.

Ms. Vanessa Muñoz, PE, TE, PTOE is a Deputy Director of Engineering at Willdan with 17 years of experience in transportation planning and traffic engineering. Her area of expertise includes traffic impact studies, engineering and traffic surveys, design and operations, municipal engineering, and operational analyses. She has designed over 500 signalized intersections for client cities, outside agencies, and Caltrans. Ms. Muñoz is an accomplished engineer for multi-discipline and multi-agency traffic and transportation projects and has supervised the completion of more than 1,000 projects, for a variety of large- to small-scale projects. She understands the importance of meeting schedules and developing the most cost-efficient project in order to meet budgetary constraints. She is responsible for analysis, coordination, and preparation of plans, specifications, and estimate for traffic signals, signing, striping, traffic control, flashing beacons, street. This is in addition to services available through our traffic division for the review of striping plans, traffic signal plans and the entire array of construction detour plans that occasionally are needed.

Mr. Jeff Lau, PE, is a Senior Engineer at Willdan with 11 years of experience in traffic design and plan reviews. Since joining Willdan, Mr. Lau has been involved in fieldwork, design, and drafting on a variety of traffic engineering projects including traffic signals, signing and striping,





street lighting, and construction traffic control. Mr. Lau has also assisted in the preparation of traffic impact studies and analysis, plan checking, and engineering and traffic survey updates. Mr. Lau is highly proficient in numerous traffic software programs such as AutoCAD, MicroStation, Synchro, HCS+, PC-Warrants, and Crossroads Collision Database. Mr. Lau reviews traffic signals, signing, striping, and traffic control plans.

RESUMES

Please see all staff resumes listed at the end of this proposal for a comprehensive list of all applicable related experience.

APPROACH AND METHODOLOGY

Willdan is noted for open lines of communication and flexibility in providing plan review services. We can provide offsite, onsite, and electronic reviews. Coordination of plan review whether onsite or offsite will be through Mr. Kelley.

It is expected that plan checks should not exceed three (3) total plan checks, with turnaround times of ten (10) working days per plan check review submittals. This schedule is applicable for all types of construction and can be adjusted to serve the City in the most efficient manner. Expedited plan check will be provided at the request of the City.

Once plans are received, project details are entered into our exclusive computerized Plan Check Tracking System (PCTS). The project documents are given a preliminary review for completeness, thus ensuring materials required for review are present. The plans are then assigned an internal project task tracking number. Our professionals coordinate plan reviews and enter comments through our PCTS software that provides customized reports suitable to each client. Willdan provides all administrative, professional, and other technical resources necessary to review designs for completeness and correctness. Our reviews are defined by drawings, specifications, design calculations, and special reports in accordance with the City's adopted editions of codes, ordinances, regulations, and standards.

Plan reviewers will be available to discuss and clarify plan check issues with the City staff, designers, owners, and contractors. Final documents will be marked, "Approved for Release Pending City Approval". Frequently on larger projects, Willdan provides upfront consultation services with City staff, the applicant, and designer to ensure that all parties completely understand the City's standards and submittal requirements as well as timelines for scheduled completion.

Willdan can assign specific plan review personnel to work in the City of Compton under the direct supervision of the department staff. This provides the City with the flexibility to meet its changing workload demands based upon project needs.

Willdan can provide plan review services electronically if requested. The electronic plan review process is a web-based program utilizing software that enables a plan reviewer to insert annotations (comments) on plans and create issues (comments) within a letter format. Services are provided at the request of the applicant or the agency we serve. Submittals can be accepted either in hard copy, whereby Willdan converts the plans to electronic format, or





electronic copy in a PDF or TIF format. Willdan will review plans and can transmit the electronic redlined plans back to the applicant or the City as directed, in either electronic or hard-copy format. All administrative tools are provided for correspondence, tracking, stepping through stages, and administering all access privileges.

If potential problems or concerns arise during a plan check that may impact City infrastructure or the surrounding community, Willdan will contact and discuss these items with the City as soon as possible in order to prevent delays with City and developer schedules.

Willdan believes that the quality of every project is founded in the ability for team members to focus on the job throughout the project to have ample time dedicated to complete the assigned tasks in a timely manner in accordance with required turnaround timeframes. Willdan's technical approach for development plan reviews are as follows:

Grading Plans

Willdan will perform grading and site accessibility plan review for projects constructed in the City for conformance with City codes and ordinances, including the City/County grading code and manual, California Building Codes related to site accessibility, or consistent with the City's Master Plan of Drainage, and the LA County Grading Manual.

Willdan's staff assigned to City projects has a thorough knowledge of civil engineering principles and practices and site improvement design requirements. All plan reviews are completed using City established policies and procedures and within City timeframes. Willdan's services are of the highest quality and will be provided in a timely and professional manner.

Our grading plan review will be consistent with Willdan plan review quality guidelines. We will utilize the City's grading plan checklist and mark up plans. Willdan will ensure plans meet all applicable codes and ordinances upon completion of plan reviews, evaluation of the engineers cost estimate, and final recommendation on bond amount and permit fees.

Erosion and Sediment Control Plans

Willdan will review associated erosion and sediment control plans in accordance with City and State Regional Water Quality Control Board requirements. The best management practices during construction will be reviewed for compliance and appropriateness for the proposed project improvements. Willdan staff has experience with preparation of erosion and sediment control plans for the associated grading and drainage improvement plans and therefore a working knowledge of the design requirements and implementation of appropriate BMPs selection and design.

Soils Report Reviews – (Supplemental Work, if requested by City)

We will review the submittals for adequacy with respect to geotechnical and geologic conditions and to ensure all developments are in conformance with applicable City, State and Federal laws, comply with the governing codes, and are in conformance with City Design Manuals and



City Standard Plans. As applicable, we will perform our work in general accordance with the following:

- Most recently adopted Uniform Building Code and California Building Code
- 1991 Seismic Hazards Mapping Act/1972 Alquist-Priolo Earthquake Fault Zoning Act
- California Division of Mines and Geology Notes:
 - Note 41 - General Guidelines for Reviewing Geologic Reports
 - Note 42 - Guidelines to Geologic/Seismic Reports
 - Note 44 - Recommended Guidelines for Preparing Engineering Geologic Reports
 - Note 46 - Guidelines for Geologic/Seismic Considerations in Environmental Impact Reports
 - Note 48 - Checklists for the Review of Geologic/Seismic Reports for California Public Schools, Hospitals, and Essential Services Buildings
 - Note 49 - Guidelines for Evaluating the Hazard of Surface Fault Rupture
- California Division of Mines and Geology Special Publication 117, Guidelines for Evaluating and Mitigating Seismic Hazards in California
- Southern California Earthquake Center, Recommended Procedures for Implementation of DMG Special Publication 117, Guidelines for Analyzing and Mitigating Liquefaction in California
- ASTM guidelines relating to geology and geotechnical work have to do with laboratory testing and field procedures. All applicable ASTM guidelines will be enforced.
- State Mining and Geology Board, General Guidelines for Reviewing Geological Reports
- Los Angeles County Highway Design Manual
- Los Angeles County Flood Control Design Manual

Sewer, Off-Site

Sewer Improvement Plans will be checked under the direct supervision of a registered civil engineer. Specifically, the following tasks will be performed:

- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements.
- Check plans for compliance with general design criteria established by the City standards for underground wet utilities.
- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.





- Check data shown on plans for consistency with previously approved plans and the record map.
- Review available sewer study against the sewer improvement plans, including capacities, minimum slopes, geometry, manhole spacing, pipe size and types.
- Review proposed sewer plans for conformance with City's approved master plan of sewers.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the sewer improvements for agreement with the record map and record data.
- Review plans for any special conditions which could be anticipated during construction such as street closures, protection of existing utilities, etc.

Water, On-Site & Off-Site – (Supplemental Work, if requested by City)

Water Improvement Plans will be checked under the direct supervision of a registered civil engineer. Specifically, the following tasks will be performed:

- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements.
- Check plans for compliance with general design criteria established by the City standards underground wet utilities.
- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review available water service study/report against the proposed water plans.
- Review proposed water plans for conformance with City's approved master plan.



- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the waterline improvements for agreement with the record map and record data.
- Review plans for any special conditions which could be anticipated during construction such as street closures, protection of existing utilities, etc.

Hydrology/Hydraulics Reports & Storm Drain, On-Site & Off-Site

Drainage plans will include review of calculations and reports for:

H/H reports will be checked under the direct supervision of a registered civil engineer. Specifically, the following tasks will be performed:

- A field review will be performed to familiarize the plan reviewer with the existing conditions and digital photos taken at each project site for record and reference purposes as necessary.
- Check H/H report for compliance with City and County standards and design guidelines, including the current edition of the LA County Hydrology Manual.
- Check grading, street, and storm drain plans for conformance with the H/H report.
- Check H/H report for compliance with City conditions of approval and the approved tentative map.
- Check for any diversion of flows from their historic patterns.
- Check for any adverse effect of drainage on down-stream properties.
- Check various plan sets to assure no discrepancies from set to set.
- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements.



- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, storm drain and flood control systems, and underground wet utilities.
- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors.
- Review proposed storm drain plans for conformance with City's approved master plan of drainage.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the storm drain improvements for agreement with the record map and record data.
- Review plans for any special conditions which could be anticipated during construction such as street closures, protection of existing utilities, etc.

LID (Low Impact Development)

The Development will be required by the City to meet the current LID requirements in order to address stormwater runoff pollutions and meet Regional Water Quality Control Board requirements.

Our review of the LID will be based on the aforementioned documents and requirements. We have developed a check list based upon our experience with review services for the County of Los Angeles and other cities that ensure consistent plan reviews that meet the necessary regulatory requirements. Our review comments will be provided in the marked-up LID report, on the LID checklist, and summarized in a review memorandum. The City should provide any guidelines that they wish to have used for this project so that this project will be consistent with other priority projects City wide. We will use the City's adopted LID ordinance and the County MS4 Permit as guidance for the review process.



Low Impact Development is defined under Order R4-2012-0175 as one of the following projects:

- All development projects equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet of impervious surface area.
- Industrial parks 10,000 square feet or more of surface area.
- Commercial malls 10,000 square feet or more surface area.
- Retail gasoline outlets 5,000 square feet or more of surface area.
- Restaurants (SIC 5812) 5,000 square feet or more of surface area.
- Parking lots 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces.
- Street and road construction of 10,000 square feet or more of impervious surface area shall follow USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets²⁶ (December 2008 EPA-833-F-08-009) to the maximum extent practicable. Street and road construction applies to standalone streets, roads, highways, and freeway projects, and also applies to streets within larger projects.
- Automotive service facilities (SIC 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) 5,000 square feet or more of surface area.
- Redevelopment projects in subject categories that meet Redevelopment thresholds identified in Part VI.D.6.b.ii.
- Projects located in or directly adjacent to, or discharging directly to a Significant Ecological Area (SEA), where the development will:
 - Discharge storm water runoff that is likely to impact a sensitive biological species or habitat; and
 - Create 2,500 square feet or more of impervious surface area.
- Single-family hillside homes. To the extent that a Permittee may lawfully impose conditions, mitigation measures or other requirements on the development or construction of a single-family home in a hillside area as defined in the applicable Permittee's Code and Ordinances, each Permittee shall require that during the construction of a single-family hillside home, the following measures are implemented:
 - Conserve natural areas.
 - Protect slopes and channels.
 - Provide storm drain system stenciling and signage.



- Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability.
- Direct surface flow to vegetated areas before discharge unless the diversion would result in slope instability.

These project types and any other project that the City establishes as an LID project shall be checked to assure that the design meets the standards established in the Manual, such as the Los Angeles County LID Manual that the City chooses to utilize.

Street Improvements

Street improvement plans will be checked under the direct supervision of a registered civil engineer. Improvement plan reviewing will include, but not necessarily be limited to, street and drainage plans, sewer and water plans, hydrology and hydraulic studies, preliminary drainage studies, FEMA requirements and design connections to existing systems, landscape and irrigation, bridges and structures, traffic signal, signing and striping plans, and park facilities. Specifically, the following tasks will be performed:

- A field review will be performed to familiarize the plan reviewer with the existing conditions and digital photos taken at each project site for record and reference purposes as necessary.
- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, sidewalks, street lights, drive approaches, storm drain and flood control systems, underground wet utilities, traffic signals, and signing and striping.
- Check street improvement plans for compliance with City and County standards, design guidelines and check grading, street and storm drain plans for conformance with the street improvement plans.
- Check street improvement plans for compliance with City conditions of approval and the approved tentative map.
- Check street improvement plans and plans against easement documents, record maps, and right-of-way documents; determine need for permanent easements, additional right-of-way, or temporary easements.
- Check various plan sets to assure no discrepancies from set to set.
- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements; check for Underground Service Alert note on plans.
- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, storm drain and flood control systems, and underground wet utilities.



- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review proposed street improvement plans for conformance with City's approved specific plan.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the street improvements for agreement with the record map and record data.
- Check horizontal and vertical sight distance based on appropriate design speed.
- Review pavement design for consistency with the recommendations of the soils engineer.
- Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors.
- Review plans for any special conditions, which could be anticipated during construction such as street closures, protection of existing utilities, etc.

Traffic Signal Plans, Signing & Striping, Street Lighting Plans

- Willdan's plan review staff will check all improvement plans for facilities under the jurisdiction of the City as requested for compliance with general plan requirements, the conditions of approval of the proposed project, City standards, standard City checklists, and sound engineering practice.

Parcel/Tract Maps, Lot Mergers, Easements, Lot Line Adjustments, Survey

- Willdan's review of easement documents, lot line adjustments, dedications, vacations, Parcel and Tract Maps shall be by or under the direction of a Licensed Land Surveyor to assure compliance with applicable provisions of the Subdivision Map Act, County ordinances, local agency requirements, and other conditions of approval and requirements.





There will be detailed checks made, including, but not limited to, review of survey documentation and title reports, lot and boundary closures, dedication and easement provisions, legal descriptions, completeness, and accuracy of data notation, and necessary certifications of City and County staff. We encourage open communication between the map preparer and the checker so as to limit the amount of map checks. Rather than trying to overcrowd a map check with too many comments, we invite the preparer to come to our office to sit down and discuss the various is-sues. We feel that this method benefits both parties.

- Willdan currently provides these services for about 15 cities in Southern California, some on a long term basis and some on an interim basis.
- Willdan's office staff prepares and reviews hundreds of easements each year. We can work with the developer and the City in the preparation of the front (signature) sheet of the easement document and can advise on the record-ability of the executed document.
- We can provide field surveying, or act as third party overseer, for any construction work.

Traffic Studies

- As requested, Willdan's traffic engineering staff will review and prepare comments on traffic impact studies and related study parameters for proposed private developments. The traffic impact studies and parameters will be reviewed in accordance with City, County and State standards, policies, and guidelines.
- We will also prepare traffic studies, such as stop sign and signal warrants, based on the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD). These will involve the collection of traffic count and traffic collision data.
- Other studies that Willdan is qualified to prepare are residential permit parking studies, parking demand studies (on-street and parking lot), Engineering and Traffic Surveys to establish speed limits, the semi-annual CMP and HPMS studies, school crossing guard and other school-related circulation and pedestrian studies, and traffic/pedestrian/ bicycle safety improvement studies.



William C. Pagett, PE

Senior Vice President/Director of Business Development and City Engineering Services

Education

1974, BS, Civil Engineering,
California State University,
Long Beach

Registration/Certification

1990, Civil Engineer,
California No. 46068

Expert Witness

Affiliations

American Society of Civil
Engineers

American Water Works
Association

American Public Works
Association

Los Angeles City and County
Engineers

Gateway COG, Public Works
Group

Gateway COG
Transportation Committee,
Public Works Appointee

44 Years' Experience

As a Senior Vice President/Regional Manager of Willdan, **Mr. William C. Pagett**, manages the Los Angeles Regional office, which provides civil engineering, traffic, landscape, survey, planning, and building and safety services within Los Angeles County. Mr. Pagett also presently serves as City Engineer and Water Engineer for the City of Paramount and as City Engineer for the City of Hawaiian Gardens. From January 1997 to January 1999, Mr. Pagett served as Acting Public Works Director for the City of Bell Gardens, including administering transportation services and the solid waste program among other duties. He has previously served as Acting Water Utility Director for the City of Paramount. Mr. Pagett also serves as one of the appointed Public Works Officials on the Gateway Council of Government Transportation Committee. He is also the Chairman for the Technical Advisory Committee for the I-710 Freeway Master Investment Study.

To his credit, Mr. Pagett has overseen the design and construction of more than \$15 million in water system improvements for the City of Paramount. Notable projects have included the design and construction of two new wells that involved drilling, housing, pump facilities, and telemetry systems. Mr. Pagett has overseen the design and construction of more than 50,000-linear feet of water mains for the City of Bell Gardens including the \$2.5 million domestic water well. Working closely with both cities, Mr. Pagett has provided project administration and coordination for more than \$120 million in public works improvements, including the \$8 million Alondra Boulevard Grade Separation in the City of Paramount. He is also responsible for reviewing current water, sewer, and storm drain projects to ensure that the Master Plan intent is maintained and has been successful in applying for and receiving outside funding opportunities to pay for infrastructure needs. Mr. Pagett has over 44 years of experience in his field of City Engineering Services.

Project Management Experience Includes:

- Street Reconstruction
- Street Widening
- Medians
- Storm Drains
- Overlay and Slurry Seal
- Sewers
- Waterlines
- Traffic Signals
- Concrete Repairs
- Entrance Signs
- Landscape Improvements
- Park Improvements
- Right-of-Way Acquisition
- Public Facility Improvements

Special Project Experience Includes:

- assessment district engineering
- infrastructure studies
- NPDES and ADA programs
- water, storm drain, and sewer master plans
- pavement management reports
- development of funding programs
- expert witness
- FEMA Flood Programs



Chris C. Kelley, PE

Project Manager

Education

BS, Civil Engineering,
California Polytechnic State
University, Pomona

Registration

2014, Professional Civil
Engineer, California No.
83179

10 Years' Experience

Mr. Christopher C. Kelley is a Project Manager for Willdan with ten years of design and plan review experience. He is primarily responsible for the design of public works improvement projects, including streets, highways, storm drains, and water quality improvements. He also reviews plans and provides grading and water quality support for numerous public agencies.

Relevant Project Experience

Plan Checking Services

Development Plan Review, City of Cerritos, California. Willdan provided development review services for the following plan review: Parcel and Tract Maps; Hydrology Studies, Standard Urban Storm Water Mitigation Plans, Storm Water Mitigation Plans, and Storm Water Pollution Prevention Plans; and Grading & Drainage and Erosion Control Plans; Public Construction Plans required of development projects.

Plan Check Services-Hilton Garden Inn, City of El Monte, California. Traffic Plan Checker. Willdan provided professional engineering plan check services for the off-site improvement of the Hilton Garden Inn development. The plan check included a 1st, 2nd and 3rd plan check for medians, landscape, traffic signals, signing and striping and electrical work.

On Call Plan Checking Services, City of Brea, California. Plan Checker. Performed plan checks for grading, street, drainage and water quality. Provided professional engineering plan check services. Willdan staff is performing complete and thorough plan check services to ensure that the proposed developments and the associated improvements are designed in accordance with City-accepted standards, Orange County Highway Design Manual, Orange County Local Drainage Manual, Orange County Drainage Area Management Plan (DMAP), City Master Plan of Drainage, as well as other applicable design standards and the Conditions of Development adopted by the City of Brea City Council of Planning Commission for each development.

Rosedale Engineering Plan Check Services, City of Azusa, California. Plan Checker. Performed plan checks for grading, street, drainage, and water quality. Willdan was responsible for the redevelopment of the existing Monrovia Nursery to a 1,200 home master planned community, which included a series of parks, a new K-8 school, fire station, Metrolink Gold Line Station, and 200 acres of permanently preserved natural hillsides. The review included proposed roadway alignment and geometry, including round-a-bouts, traffic signing and striping plans, traffic circulation and trip distribution, fire access, and phased construction sequencing.

On-Call Plan Check Services FY 2010-2013, City of Brea, California. Plan Checker. Performed plan checks for grading, street, drainage, and water quality. Willdan provided professional engineering plan check services. We are committed to performing complete and thorough plan check services to ensure that the proposed developments and the associated improvements are designed in accordance with City-accepted standards, Orange County Highway Design Manual, Orange County Local Drainage Manual, Orange County Drainage Area Management Plan (DMAP), City Master Plan of Drainage, as well as other applicable design standards and the Conditions of Development adopted by the City of Brea City Council of Planning Commission for each development.



City Engineering Services, City of Los Alamitos, California. Plan Checker. Performed plan checks for grading, street, drainage and water quality. The City of Los Alamitos retained Willdan to provide on call services for all landscape and irrigation design, construction management, concept design, plans preparation, bid assistance, presentation drawings and maintenance specifications updates, projects include city buildings, streetscapes, parks and recreation, and open space, parkways and public works facilities.

Landing Plan Check, City of Alameda, California. Plan Checker. Performed plan checks for grading, street, drainage and water quality. The project is on the former Alameda Naval Air Station and is a mixed use project to include commercial and residential components. The development agreement required extensive infrastructure improvements to support the project. All major components of public infrastructure including water, wastewater, electrical, gas, storm drainage, stormwater treatment, roadway, and traffic facilities were involved. Responsibilities included site visits; technical review of models, studies, improvement plans and detailed drawings for compliance with city, district, state, and Federal standards and criteria; assuring that the intent of studies are fulfilled in design and represented by design submittal; providing timely comments and recommendations for corrective actions through a Plan Review Memo; meeting with developers and consultants to clarify requirements; and reviewing re-submittals to ensure that corrective actions are undertaken. The entire review process was conducted utilizing a proprietary electronic plan review system.

University Hills Area 10-3, Irvine Campus Housing Authority, California. Plan Checker. Performed plan checks for grading, street, drainage and water quality. Civil improvement plan and study review.

Engineering Plan Check Services, City of Fontana, California. Plan Checker. Performed plan checks for grading, street, drainage and water quality. The City of Fontana retained Willdan to provide engineering and landscape architectural plan check services.

Planning & Engineering Services FY 2013-2016, County of Orange, California. Plan Checker. Performed plan checks for grading, street, drainage and water quality. Willdan provides plan review services to the County of Orange including Subdivisions and Infrastructure, Hydrology/Hydraulic Calculations, Public Improvement Plans, Storm Drain plans and Water Quality Management Plans.

Engineering Plan Check Services, City of Cerritos, California. Plan Checker. Performed plan checks for grading, street, drainage and water quality. The City of Cerritos retained Willdan to provide engineering plan check services. Willdan also currently provides on-call design engineering and related services for the City.



Elroy L. Kiepke, PE, QSD

City Engineer

Education

1969, B.S, Civil
Engineering, Valparaiso
University, Indiana

Registration

1973, Civil Engineer,
California No. 22382

1986, Certified Building
Official, International Code
Council/CABO No. 703

1994,
Accessibility/Usability
Specialist, ICBO No.
74013

Qualified SWPPP
Developer, No.009999

Affiliations

American Public Works
Association

American Society of Civil
Engineers

California Building
Officials

International Conference
of Building Officials

International Erosion
Control Association

41 Years' Experience

Mr. Elroy L. Kiepke presently serves as a City Engineer for Willdan. He joined Willdan in July 1979 to assist in the formation of the Building and Safety Division. As the division grew, he became the Division Manager for Plan Check Services and City Engineer for some of Willdan's client cities. Mr. Kiepke began his professional career with the County of Los Angeles in June 1969. He received training in building plan check and subdivision plan check before taking permanent positions in the Subdivision Section and Building and Safety.

Project Experience

Engineering Plan Checking

Butcher Ranch Tract Plan Check and Inspection, City of Rolling Hills Estates, California. Grading Plan Check Engineer. Responsible for providing grading and city engineering services for this project which involved development review for a 13 lot subdivision in the City of Rolling Hills Estates.

Development Plan Checking Services for the Village at Heritage Springs, City of Santa Fe Springs, California. Grading Plan Check Engineer. Responsible for grading plan review for this project which involves providing plan review of grading and street plans, storm drain, sewer, water and street lighting improvement plans for the Village at Heritage Springs Development.

Engineering Plan Check Services , City of West Covina, California. Grading Plan Check Engineer. Responsible for grading plan review for this project which involves performing development review services for the following plan reviews: parcel and tract maps; Hydrology Studies, Standard Urban Storm Water Mitigation Plans, Storm Water Mitigation Plans, and Storm Water Pollution Prevention Plans; Grading & Drainage and Erosion Control Plans; and Public Construction Plans required of development projects. All these reviews to be recommended for approval by the City of West Covina in the final process of the plan review.

National Pollution Discharge Elimination System/Storm Drain Water Pollution Prevention Plan

For Willdan projects, Mr. Kiepke developed the policies and procedures for projects requiring State construction activity permits. The purpose is to create a partnership with the contractor to develop a Storm Drain Water Pollution Prevention Plan which best meets the needs of all parties involved with the project and complies with Clean Water Act requirements.

Dillon Road Grade Separation, City of Coachella, California. Responsible for providing NPDES services for the Dillon Road Grade Separation Project. The project involves the construction of a new bridge at Dillon Road and the existing UPRR tracks. The new structure carries Dillon Road traffic over Indio Boulevard and the UPRR's two existing tracks by means of a reinforced concrete bridge. In addition, the project involves the following specific items of work: new traffic signals, construction of approach fills for the new bridge, installation of new curbs and gutters, installation of new signing, construction of new drainage facilities, and other appurtenant work. It is anticipated to take approximately 14 months and \$22 million dollars to construct the new bridge.



NPDES Compliance, City of San Marino, California. Responsible for providing NPDES services to include advising staff in required NPDES actions, complete annual NPDES report, and attend NPDES meetings.

NPDES Permit Compliance, City of Agoura Hills, California. City Engineer. Responsible for attending meetings, reviewing and proposing Ordinances, preparing reports, and communicating with the community to maintain the Cities NPDES compliance efforts. This activity went from the issuance of the early permit in 1990 through August 1997. Mr. Kiepke has worked extensively with the City on compliance with NPDES permit for separate storm sewer systems. He has been instrumental in preparing ordinances for improving management practices for projects which discharge to the storm drain. On behalf of the City, he attended meetings and attended seminars to gain a better understanding of how to better shape the program's goals.

NPDES Permit Compliance, Cities of Rosemead, Paramount, and Bell Gardens, California. Mr. Kiepke due to his familiarity and availability, took over the permit programs for the above cities in October 1997, and continues his efforts in this area. This includes preparation of the Site Visit database for each city budget report preparation and attendance at Watershed meetings representing the cities.

Cities of Calimesa, and La Cañada Flintridge, California. Mr. Kiepke as part of the City Engineering responsibility, administered the NPDES Programs for these cities. The Calimesa assignment involved review of the Riverside County permit.



David O. Knell, PLS

Principal Project Manager, Surveying and Mapping Services

Education

1971, BS, Cartography,
Boston University, Boston

Civil Engineering and Land
Surveying Classes, California
State University, Long Beach

Registration/Certification

1983, Land Surveyor,
California No. 5301

Affiliations

California Land Surveyors
Association

Southern California Experts
& Consultants

41 Years' Experience

Mr. David O. Knell has more than 41 years of experience in the surveying and mapping field. He has been responsible for a variety of mapping and construction jobs as well as performing surveys and acting as an expert witness in legal cases. His experience includes the supervision of field crews, overseeing an office staff dealing with various survey projects, and extensive experience with local, state, and federal agencies. Mr. Knell has also done considerable work with title companies and attorneys for a variety of jobs.

Mr. Knell has a wide range of experience preparing and checking subdivision maps. As the Acting City Surveyor in approximately 15 cities, and a surveyor in private practice, Mr. Knell has been involved in the preparation and checking of numerous Parcel Maps and Tract Maps, A.L.T.A Surveys, Records of Survey, Lot Line Adjustments, Parcel Map Waivers, Certificates of Compliance, and boundary determination. He has a long history of preparing various kinds of legal descriptions and sketches for utility easements, court-ordered boundary adjustments, annexations, view restrictions, and major right of way projects. He has also worked with all of the major utilities, public agencies, and title companies in determining easement conflicts, public land boundaries, and correcting defective legal descriptions.

Relevant Project Experience

Surveying and Mapping Services

On Call Surveying and Mapping services for the following cities:

- Big Bear Lake
- Calabasas,
- Cerritos
- Compton
- Cudahy
- El Monte
- Grand Terrace
- Hawaiian Gardens
- Laguna Hills
- Lake Elsinore
- Los Alamitos
- Rosemead
- San Bernardino
- South Gate
- Yorba Linda

In this role, Willdan provided topographic surveying, construction staking, right of way engineering, easement preparation, map checking, as well as expert consultation and litigation support.



Abner Catig

Senior Design Manager

Education

*BS, Civil Engineering Cebu
Institute of Technology,
Philippines*

*Los Angeles County
Hydrologic Method California
State University, Long Beach*

32 Years' Experience

Mr. Abner Catig, as a Senior Design Manager for the Design Services Division of Willdan, is responsible for design and preparation of plans, specifications, and estimates for numerous public works projects. His 30 years experience includes design of flood control and drainage improvements, grading and site plans, hydrology studies, sewer improvements, storm drains, and streets and highways. He possesses extensive knowledge of California Department of Transportation (Caltrans), Los Angeles County Department of Public Works, and Orange County Environmental Management Agency design criteria and guidelines. As a project engineer, Mr. Catig ensures that design team members, including pavement, geotechnical, and survey crew subconsultants are provided with all necessary information to accurately complete plans and specifications. Additionally, Mr. Catig works closely with drafters and technicians to develop a comprehensive and accurate product. Mr. Catig's computer experience includes the Microstation and COGO programs.

Prior to joining the Willdan team, Mr. Catig was employed as a construction engineer for an international private firm, responsible for supervising construction of sewer systems in Riyadh, Saudi Arabia, which included 140 linear miles of pipe laying and 20,000 house connections.

Relevant Project Experience

Street Improvement Projects

West Foothill Boulevard Bike Lanes, City of La Cañada Flintridge, California. As a Design Manager, Mr. Catig provided the in-house quality QA/QC. Willdan was providing professional traffic engineering design services for the West Foothill Bikeway Project. The project will accommodate a type II bike lane along Foothill Boulevard from West City Limit to Alta Canyon Road and Alta Canyon Road from Foothill Boulevard to Descanso Drive. The project involved roadway widening, new curb and gutter and sidewalk. The project's objective is to connect the Red Route Bikeway Project with the West Foothill Bikeway Project.

Willow Place Widening, City of South Gate, California. Mr. Catig was the Civil Engineer of this project and was responsible for the preparation of the PS&E. Project involves the widening of Willow Place, within the existing right-of-way four feet on the east and west sides, from Long Beach Boulevard to Santa Fe Avenue, reducing the parkway width from 10 feet wide to six feet, with full-width sidewalks and a curb to curb width of at least 36 feet, plus upgraded street lights on Willow Place and also on numerous nearby streets. The project encompasses the following work: pavement rehab, curb and gutters, new sidewalks/curb and gutter, drive approaches removal of street trees, relocation of fire hydrants, relocation of water meters and other utilities, wheelchair ramps, relocation of street lights, conversion of street lights from series to multiple system, planting of street trees, striping, etc. The project involves the design, bidding and award process and full construction management, including resident engineering, materials testing and utility coordination. Biweekly meetings are planned along with special meetings as warranted. Community outreach is continuous through design construction, including direct communications with residents as special needs arise.

Alondra Boulevard Street Resurfacing, City of Paramount, California. Mr. Catig was the Project Engineer of this project and was responsible for the preparation of the PS&E. Willdan provided civil design services for this project which involved the preparation of plans, specification and estimate and project, advertisement for



resurfacing of Alondra Boulevard from Hayter Avenue to West City Limit. Other services provided by Willdan included utility coordination, labor compliance, federal fund processing, pavement engineering, and materials engineering. Project was part of the Economic Stimulus Package Funding (ARRA 2).

Alondra Boulevard Improvements/Street Resurfacing Project, City of Paramount, California. Mr. Catig was the Project Engineer of this project and was responsible for the preparation of the PS&E. The project involved the preparation of plans, specification and estimate for the City of Paramount's Alondra Boulevard Resurfacing Project. Project limits were Alondra Boulevard from Paramount Boulevard to Hayter Avenue. Other services provided by Willdan services included utility coordination, federal paperwork for E-76, and pavement engineering. Project was part of the Economic Stimulus Package Funding and was completed in a fast and efficient matter.

Rosemead Boulevard Rehabilitation Project, City of Pico Rivera, California. Mr. Catig was the Project Manager who was also responsible for civil design and project advertisement for this project. Willdan provided professional engineering services for the Rosemead Boulevard Rehabilitation Project from Washington Boulevard to Telegraph Road. Services included preliminary engineering, surveying, preparation of plans and specifications, pavement rehabilitation, reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, and drive approaches, median improvements, traffic signal upgrades, and signing and striping.

Palos Verdes Drive North Bike Lane Project, City of Rolling Hills Estates, California. Mr. Catig was the Civil Engineer of this project responsible for the civil design and coordination with the survey team and pavement engineer and also provided construction support during the construction. Willdan Engineering secured federal STPL funds in the amount of \$2,081,000 (Call for Projects Grant) and state fund in the amount of \$554,580 (SR2S Grant) that will serve as the local match for the design and construction of the Palos Verdes Drive North Bike Lanes between Crenshaw Boulevard and the West City Limits. Willdan Engineering provided professional engineering and construction engineering services to the City of Rolling Hills Estates for the Palos Verdes Drive North Bike Lane Project. The design aspect of the project included the roadway widening approximately 1.26 miles long for the addition of 5 foot bike lanes within a 200 foot right-of-way, as well as the addition of a second through lane at major intersections to increase capacity. The improvements included the installation of raised medians, street resurfacing and traffic signal modifications. Other services provided by Willdan Engineering and essential to the success of the project included utility coordination/relocation, federal funding administration; environmental clearance (NEPA and CEQA); contract administration and construction inspection.

Somerset Boulevard Resurfacing, City of Paramount, California. Mr Catig was the Project Engineer for this project and responsible for the preparations of the PS&E, project advertisement for bidding and provided construction support during construction. Willdan provided construction management and inspection and labor compliance for the street resurfacing of Somerset Boulevard from Orange Avenue to Lakewood Boulevard including the installation of vehicle detection cameras on traffic signals.



Michael D. Bustos, PE, ENV SP

Senior Engineer

Education

BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo

Caltrans Resident Engineer Academy

Registration/Certification

Civil Engineer, California No. 73173

Envision Sustainability Professional

13 Years' Experience

Mr. Michael D. Bustos is responsible for design and construction management of projects such as roadway reconstructions, drainage improvements, pipelines, pavement rehabilitation, street improvements, and grading. Mr. Bustos has served as resident engineer for over a dozen federally- and state-funded projects over the last five years. He has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, and plan checking during his 13 years with Willdan.

Relevant Project Experience

Pipeline Construction/Rehabilitation Design

Trunk Water Replacement, Morongo Band of Mission Indians, Banning, California. Project Engineer/Construction Manager. Engineer of Record responsible for preparation of plans, specifications, and estimate for construction of 16-inch water main on Porters, Morongo, and Martin Roads. Mr. Bustos also served as Construction Manager during construction, and was responsible for contract administration, materials testing, and public works observation.

Firestone/Atlantic Design, City of South Gate, California. Reclaimed Water Design Engineer. Mr. Bustos provided construction phase design support for installation of a 10-inch reclaimed water line on Firestone Blvd. The project was constructed by the City and maintained by Central Basin Municipal Water District. Willdan provided surveying, civil engineering, geotechnical engineering, and utility coordination services for street improvements on Firestone Boulevard from Dorothy Avenue to Lotta Avenue and on Atlantic Avenue from Patata Street to Branyon Avenue. As part of our design services, Willdan provided final civil plans, including street design, storm drain, sewer and water relocation, traffic signal modification and installation, signing and striping, street lighting, contract specifications, and engineer's estimate for widening both Firestone Boulevard and Atlantic Avenue. In addition, Willdan prepared a project report and cost estimates, including aerial topography and street centerlines; roadway geometrics; hydrology study; sewer study; water study; utility relocation concepts; geotechnical recommendations; turn pocket lengths; landscaping.

Force Main Rehabilitation at Kiddie and Hobie Beaches, Channel Islands Beach Community Service District, California. Project Manager. Engineer of Record responsible for preparation of plans and specifications for cured in place pipe lining of the District's existing sewer force mains. Willdan provided design engineering services in the form of an 8-inch and 12-inch force main rehabilitation. The project consisted of lining approximately 10,000 LF of 8-inch and 4,000 LF of 12-inch sewer mains. Willdan also facilitated permit procurement from the Naval Base, County of Ventura, and City of Oxnard.

Q Street Sewer Rehabilitation, City of Bakersfield, California. Project Engineer. Responsible for coordinating all field efforts for cleaning and video logging of the 33-inch line condition, preparing a report of findings, and recommending pipeline and manhole rehabilitation methods. Following CCTV inspection, assessment, and recommendations for rehabilitation, prepared plans, specifications, and estimate for construction of a cured-in-place-pipe (CIPP) liner for approximately 3,850 linear feet of existing 33-inch RCP sewer and polyurethane coating of fifteen existing manholes. Design services included preparation of sewer rehabilitation specifications, traffic



control plans, sewage bypass system, and procurement of Caltrans encroachment permit for trenching bypass piping across State Route 204 and Highway 178.

River Road Bridge Pipelines, Western Municipal Water District, California.

Project Engineer. Mr. Bustos assisted in preparation of plans and specifications for approximately 3,500 linear feet of 30-inch ductile iron sewer force main, including 1,200 linear feet through the proposed River Road Bridge in Riverside, California. He also prepared plans and specifications for three 20-inch welded steel water pipelines through the new River Road Bridge. His responsibilities included PS&E preparation and coordination with the bridge designer and other utility agencies installing new pipelines through the bridge. During the construction phase, he served as construction manager for Western Municipal Water District and Western Riverside County Regional Wastewater Authority. Willdan provided full time inspection of pipeline installation, steel pipe joint welding, and field- and shop-applied epoxy coatings. Responsibilities included submittal review, RFI responses, inspection coordination, and coordination with the bridge designer, County of Riverside, and other utility agencies installing new pipelines through the bridge.

Camp Conrad Chinnock Water and Sewer Improvements, Diabetic Youth Services, Inc., California.

Design Engineer/Construction Manager. Mr. Bustos assisted with preparation of plans, specifications, and estimate for construction of water and sewer improvements at Camp Conrad Chinnock in Angelus Oaks, CA. He was also responsible for construction oversight and management to ensure construction complied with plans designed to bring the Camp facilities into full compliance with current Uniform Plumbing Code requirements.

The campground is in a heavily wooded area on U.S. Forest Service leased land off of Highway 38. The water design included installation of approximately 600 linear feet of 4-inch PVC water pipe and new service connections to the camp's cabins. Sewer design included abandonment of all existing sewer pipe and septic tanks, installation of approximately 2,200 linear feet of 6-inch PVC sewer pipe, a new 10,000 gallon concrete septic tank, new sewer service laterals, and expansion of the existing leach fields. Agency approvals were required by San Bernardino County Building & Safety and Environmental Health Departments, U.S. Forest Service and Santa Ana Regional Water Quality Control Board.

Tajiguas Landfill Storm Drain Rehabilitation, County of Santa Barbara, California.

Project Manager. Mr. Bustos assisted the County in evaluating the condition of an existing 48-inch HDPE storm drain pipe at their Tajiguas Landfill in Goleta, CA. During routine inspections, the County's staff observed signs of structural damage and deformation of the pipe's interior, which lead to concerns regarding failure of the pipe. Mr. Bustos, with the support of Trenchless Resources International, analyzed the available construction plans, inspection records, site conditions, and consulted with the pipe manufacturer to determine the cause of the observed structural damage and develop a plan to stop further deformation and stabilize the pipe. The evaluation determined that the cause of the pipe deformation and damage was due to soil related issues. He is currently working with Willdan Geotechnical to provide PS&E for soil stabilization measures.



Ruth Smith, TE, PTP

Traffic Engineer II

Education

1975, BS, Civil Engineering,
California Polytechnic State
University, Pomona

Registration/Certification

2007, Professional
Transportation Planner

1992, Traffic Engineer,
California No. 1650

Affiliations

Institute of Transportation
Engineers
Past President,
So Cal Section, 2007-08

American Society of Civil
Engineers

Orange County Traffic
Engineering Council

APWA WATCH Committee

35 Years' Experience

Ms. Ruth Smith is a Traffic Engineer II at Willdan with more than 35 years of experience in traffic and transportation engineering and over seven years at Willdan. During her career, she has worked in both the private and public sectors and her work at Willdan reflects this. Ms. Smith performs various types of traffic studies for client cities and private developers. She also serves as the City Traffic Engineer for the City of Los Alamitos and as the Consultant Traffic Engineer for the Cities of Rancho Palos Verdes and Temecula. She was also the City Traffic Engineer for the City of Placentia for five years. Her traffic study experience includes preparing and reviewing traffic impact studies, preparing neighborhood traffic management and parking plans, preparing traffic impact analyses for proposed developments and for Project Study Reports/Project Reports for proposed highway improvement projects, preparing parking analyses for existing and proposed developments, conducting Engineering and Traffic Surveys to set speed limits and conducting traffic signal warrant studies. Ms. Smith also presents the studies to Traffic Safety Commissions, Planning Commissions and City Councils. Ms. Smith is also a member of APWA's Work Area Traffic Control Handbook (WATCH) Committee.

As the City Traffic Engineer for Los Alamitos, Ms. Smith handles requests on an as-needed basis, for up to 4 hours per week. She responds to requests from citizens, staff and Council, meeting with staff, communicating with citizens, performing the necessary studies and field work, and developing recommended actions. Ms. Smith is also in charge of the City's Traffic Commission, determining the agenda, preparing the staff reports and presenting the issues to the Commission. She also represents the City at traffic-related OCTA meetings. Ms. Smith also coordinates with the consultant signal operations firm and the City's signal maintenance firm on traffic signal operations.

As City Traffic Engineer for Placentia, Ms. Smith's duties included handling citizen requests, being responsible for the Traffic Safety Commission, reviewing traffic impact studies for proposed developments and writing conditions of approval, managing the residential permit parking program, conducting school studies and upgrading school signage and conducting traffic collision analyses.

Experience at prior firms includes supervision of traffic impact, parking, trip generation and onsite circulation studies and reports. The projects ranged from small developments to Specific Plans, with land uses ranging from large residential developments to vineyards to asphalt plants. She interfaced with clients and municipal staff, coordinated work with civil engineering and environmental consultants, and appeared before planning commissions, city councils and boards of supervisors.

Ms. Smith also worked for the City of Santa Ana as a Senior Traffic Engineer for 14 years, where she developed and administered the City's Neighborhood Traffic Management Plan program, including traffic diverters and speed humps; several neighborhood parking management plans; and the speed hump program. She also supervised preparation and review of signing and striping plans for three years. Ms. Smith handled citizen requests for stop signs, parking restrictions, crosswalks, etc. and managed the Santa Ana Pedestrian Safety Task Force. She also regularly made presentations to the City Council, the Environmental and Transportation Advisory Committee, schools, business groups, and neighborhood associations.

At various times at Santa Ana, Ms. Smith was also responsible for coordinating with Caltrans on two freeway widening projects; dealt with litigation; and handled school issues, including SRTS maps and Adult School Crossing Guard studies. Ms. Smith

also administered an Office of Traffic Safety grant for a citywide crosswalk study, a citywide speed limit update, the City's traffic control devices inventory and the City's collision database.

Relevant Project Experience

Review of Traffic Impact Analyses & Preparation of Various Traffic Studies

City of Compton, California. Ms. Smith recently reviewed and prepared a comment memo for the Rosecrans Condominium development's traffic impact study. She also reviewed and commented on the proposed study parameters for the proposed Prism McKinley development. Ms. Smith also prepared a fair share study for the proposed Goodman, Brickyard and Prism developments. Other Willdan staff also reviewed and commented on the traffic impact study for the Brickyard Commerce Center.

City of Rancho Palos Verdes, California. As the City's Consultant Traffic Engineer, Ms. Smith has been preparing various traffic studies for the past seven years. The studies range from a simple stop sign warrant to a complete streets analysis, and also include school crossing guard studies, school circulation and pedestrian/bicycle safety studies, residential permit parking studies, traffic signal warrant studies, studies to address traffic/pedestrian/ bicycle safety concerns, semi-annual CMP and HPMS studies, residential intersection sight distance studies, and Engineering and Traffic Surveys to establish speed limits. Many of these studies have included presenting the findings to the City's Traffic Safety Committee and to the City Council.

City of La Puente, California. Ms. Smith reviewed the traffic impact study for a proposed development that would convert an abandoned bowling alley to a shopping center at a major intersection. Since the project bordered on the County of Los Angeles, reviews and recommendations were coordinated with County staff. The review included attendance at a Planning Commission meeting regarding monitoring of the traffic impacts. Willdan's involvement also included plan reviews for the proposed intersection improvements.

City of Maywood, California. Ms. Smith reviewed and commented on the DEIR and FEIR for a proposed LAUSD high school in the City. The proposed location was of great concern to the City, and this led to a lawsuit, for which Ms. Smith provided assistance to the City. Ms. Smith later participated in design meetings with the school district personnel to make sure certain conditions were met. Other Willdan staff provided plan review services for the street improvement, signing and striping and traffic signal plans. Ms. Smith also reviewed and commented on the I-710 DEIR report and traffic impact study related to traffic impacts to the City.

City of Los Alamitos, California. As the Contract City Traffic Engineer, Ms. Smith prepares various traffic studies in response to citizen, Council and staff requests. The studies have included a parking study for the downtown area, sight distance analyses, and parking removal. Ms. Smith also reviews and comments on traffic impact reports for proposed developments in or near the City and parking studies related to proposed new or expanded retail developments.

City of Temecula, California. As the Consultant City Traffic Engineer, Ms. Smith prepares a variety of traffic studies and reviews and comments on the traffic impact studies for proposed developments. The traffic studies include several neighborhood traffic management plans to reduce cut-through traffic, and a high school traffic/pedestrian circulation study. Ms. Smith also provided guidance in the preparation of the City's Traffic Impact Study Guidelines.



Vanessa Muñoz, PE, TE, PTOE

Deputy Director of Engineering

Education

1997, BS, Civil Engineering,
California State Polytechnic
University, Pomona

Registration/Certification

2007, Professional Traffic
Operation Engineer

2006, Traffic Engineer,
California - No. 2341

2005, Civil Engineer,
California - No. 67583

2000, Doppler Traffic
Operator

Affiliations

City Traffic Engineers

American Public Works
Association

Institute of Transportation
Engineers

17 Years' Experience

Ms. Vanessa Muñoz is a Deputy Director of Engineering at Willdan with 17 years of experience in transportation planning and traffic engineering. Her area of expertise includes traffic impact studies, engineering and traffic surveys, design and operations, municipal engineering, and operational analyses. She has designed over 500 signalized intersections for client cities, outside agencies, and Caltrans. Ms. Muñoz is an accomplished engineer for multi-discipline and multi-agency traffic and transportation projects and has supervised the completion of more than 1,000 projects, for a variety of large- to small-scale projects. She understands the importance of meeting schedules and developing the most cost-efficient project in order to meet budgetary constraints. She is responsible for analysis, coordination, and preparation of plans, specifications, and estimate for traffic signals, signing, striping, traffic control, flashing beacons, street lighting, interconnect, parking lots, street widening and resurfacing projects.

Ms. Muñoz has secured funding through the Safe Routes to School (SR2S) and Highway Safety Improvement Program (HSIP) grants and has managed projects that include federal funds such as SRTS, HSIP, ARRA, STIP and STPL. Ms. Muñoz is extremely familiar with the Local Assistance Procedures Manual and has coordinated the approval of NEPA/CEQA, understands the procedures for allocation of construction funds and issuance of the E-76 form.

Ms. Munoz has performed the street lighting inventory for Master Plans and has developed design plan and performed energy audits for street lighting conversions and upgrade street lighting project. Most projects have consisted in converting HPS to LED or induction fixtures.

Currently, Ms. Muñoz serves on an on-call basis as the City Traffic Engineer for the City of Rolling Hills, Rialto and Inglewood and has served on a traffic engineering capacity or as the City Traffic Engineer for the Cities of Arcadia, Camarillo, and Fontana. Ms. Muñoz is bilingual, fluent in the Spanish language.

Plan Check Services-Hilton Garden Inn, City of El Monte, California. Project Manager. Willdan provided professional engineering plan check services for the off-site improvement of the Hilton Garden Inn development. The plan check included a 1st, 2nd and 3rd plan check for medians, landscape, traffic signals, signing and striping and electrical work.

Traffic Engineering Services, City of Inglewood, California. Consultant Traffic Engineer. Willdan Engineering provided professional on-call traffic engineering services to the City of Inglewood for various projects including ITS phase IV Project; La Brea Avenue TLSP Project; Hollywood Park Project, Century Boulevard Project, Imperial Hwy project, Annual traffic signal Improvements projects and the METRO Crenshaw/LAX LRT Project. As part of the on-call traffic engineering services we attended meeting , coordinated with other consultant, developed studies, prepared grant applications and staff reports for speed humps, permit parking district and traffic control devices. , Review and plan check PS&E for the implementation of numerous traffic engineering projects.

On Call Traffic Engineering Services, City of Rialto, California. Project Manager/Traffic Engineer. Willdan provided professional traffic engineering "on-call" services to the City of Rialto. The services included preparation of grants such as ATP, TDA Article 3 and HSIP, advised on traffic calming devices, developed PS&E for traffic control devices, oversee the traffic management center activities, review traffic



signal timing charts, provide plan checking services for their development review process and other duties as requested.

Traffic Engineering Services, City of Maywood, California. Deputy City Traffic Engineer. Responsible for providing supportive traffic engineering services to the City of Maywood including plan checking services, timing chart review and request including school loading zones, signal timing modification and sign upgrades.

City Traffic Engineering Services, City of Rolling Hills, California. City Traffic Engineer. Responsible for handling all general traffic engineering concerns within the City, such as, performing stop sign and safety analyses, engineering and traffic surveys, preparing and reviewing traffic control plans, preparing and presenting Commission and Council reports, conducting field investigations, and investigating citizen requests.

Consulting City Traffic Engineering Services, City of Fontana, California. Consulting City Traffic Engineer. Responsible for handling all general traffic engineering concerns within the City, such as, preparation and review of citizens request and work orders as well as supervising and approving the design of traffic control plans, traffic signal, signing and striping plans.

Traffic Engineering Services, City of Camarillo, California. Consultant Traffic Engineer. Responsible for the traffic aspect of development review for the public works department including development of conditions of approval, reviewing traffic impact reports, plan checking and approving private development plans, coordination with the planning department for future developments and accepting project once they've been constructed and completed for public use and plan checking of encroachment permit traffic control plans. Additional duties include updating city standard plans, developing traffic impact report and establishing traffic control and street lighting guidelines for future projects.

Plan Check Services FY 2010-2013, City of Brea, California. Lead Traffic Engineer. Responsible for providing plan check services for signing and striping, traffic signal plans, traffic control and street lighting for development review type projects.

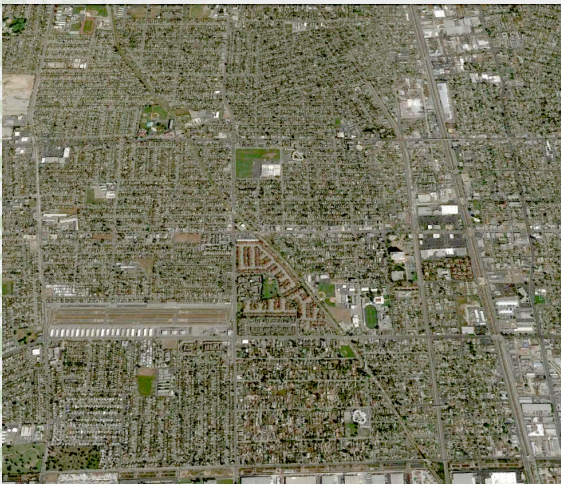
Plan Checking Services - Atlantic Avenue Traffic Control Plan Check, Sanitation District Project, City of Lynwood, California. Project Manager, Provide engineering services for the plan check of traffic control plans for the Atlantic Avenue, Sanitation District project. Services included 1st, 2nd and 3rd plan check, coordination with sanitation district and development of conditions for the installation of traffic control plans.

Plan Checking Services - Artesia Closure Traffic Control Plan Check, City of Compton. Traffic Engineer, Provide engineering services for the plan check of traffic control plans for the Atlantic Avenue, Sanitation District project. Services included 1st, 2nd and 3rd plan check, coordination with sanitation district and development of conditions for the installation of traffic control plans.

Traffic Engineering Services, City of Compton. Traffic Engineer, provided traffic engineering services for various projects:

- Stop Warrant Analysis for Palmer Street/Rose Avenue
- Traffic Signal Design for Palmer Street/Willow Avenue
- Engineering and Traffic Survey – 80 segments
- Stop Warrant Analysis for Compton Avenue-130th Street
- Signal Operations Analysis for Wilmington Avenue-Greenleaf Boulevard

#12.



13191 Crossroads Parkway North, Suite 405
Industry, California 91746-3443
562.908.6200 | Fax: 562.695.2120
www.willdan.com



December 28, 2015

Mr. Glen W.C. Kau, PE
Public Works/Municipal Utilities Director/City Engineer
City of Compton Public Works/Municipal Utilities Department
205 S. Willowbrook Avenue
Compton, CA 90220

Subject: Fee Proposal to Provide Professional Plan Review Services for Fiscal Years
2015-2017

Willdan Engineering (Willdan) is pleased to submit this fee proposal to provide Professional Plan Review Services for Fiscal Years 2015-2017 as identified in our technical proposal.

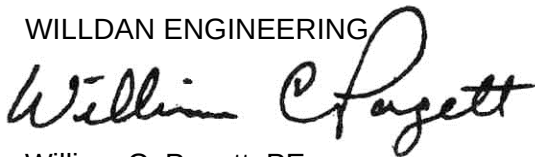
Compensation

Because the work under this proposed contract is varied and irregular, it is proposed that Willdan be compensated at the current hourly rates for services requested the City staff. Currently, the review process begins with the submittal of a set of plans to both the City and to Willdan. Based on the submittal and the obligations of this proposal, Willdan provides the City with a conservative estimate for checking the plans thru 3 reviews. We are unable to give the City a fixed fee because there is not a specific number or type of plan to base the estimate on, but if you want a figure to use for estimation purposes, if an average of six plans come to the City during a one month period and the Willdan checking fee averaged at \$720, the total for the year would be approximately \$50,000. As always, Willdan Engineering is open to discussions on this subject and will be happy to meet with the City to reach a mutually agreeable solution for both parties.

We appreciate the opportunity to submit our proposal and look forward to discussing our proposal with you and your staff. If there are any questions, please contact Bill Pagett by telephone at (562) 368-4850 or by email at bpagett@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



William C. Pagett, PE
Senior Vice President



Chris C. Kelley, PE
Project Manager

Enclosures

91005/06-130/P15-146R2_11371



WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2015 to June 30, 2016

ENGINEERING	
Technical Aide I	59.00
Technical Aide II	75.00
Technical Aide III	93.00
Drafter I	94.00
Drafter II	110.00
Senior Drafter	121.00
GIS Analyst I	126.00
GIS Analyst II	143.00
GIS Analyst III	159.00
Designer I	126.00
Designer II	131.00
Senior Designer I	138.00
Senior Designer II	145.00
Assistant Engineer I	100.00
Assistant Engineer II	119.00
Assistant Engineer III	125.00
Assistant Engineer IV	130.00
Associate Engineer I	132.00
Associate Engineer II	139.00
Associate Engineer III	146.00
Design Manager	148.00
Senior Design Manager	156.00
Senior Engineer I	149.00
Senior Engineer II	154.00
Senior Engineer III	160.00
Senior Engineer IV	173.00
Supervising Engineer	177.00
Project Manager I	135.00
Project Manager II	157.00
Project Manager III	174.00
Project Manager IV	185.00
Program Manager	185.00
Traffic Engineer I	175.00
Traffic Engineer II	185.00
City Engineer I	185.00
City Engineer II	185.00
Principal Project Manager	185.00
Deputy Director	185.00
Director	185.00
Principal Engineer	185.00

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	105.00
Labor Compliance Manager	131.00
Utility Coordinator	138.00
Assistant Construction Manager	131.00
Construction Manager	156.00
Senior Construction Manager	164.00
Project Manager IV	181.00
Deputy Director	185.00
Director	185.00

INSPECTION SERVICES

Public Works Observer I*	81.00
Public Works Observer II*	89.00
Senior Public Works Observer I*	97.00
Senior Public Works Observer II*	108.00
Senior Public Works Observer III*	116.00
Senior Public Works Observer IV*	123.00
Senior Public Works Observer V*	131.00

MAPPING AND EXPERT SERVICES

Survey Analyst I	110.00
Survey Analyst II	126.00
Calculator I	110.00
Calculator II	121.00
Calculator III	132.00
Senior Survey Analyst	143.00
Supervisor – Survey & Mapping	164.00
Principal Project Manager	185.00

LANDSCAPE ARCHITECTURE

Assistant Landscape Architect	110.00
Associate Landscape Architect	126.00
Senior Landscape Architect	138.00
Principal Landscape Architect	159.00
Principal Project Manager	185.00

BUILDING AND SAFETY

Assistant Code Enforcement Officer	77.00
Plans Examiner Aide	83.00
Assistant Construction Permit Specialist	93.00
Construction Permit Specialist	88.00
Code Enforcement Officer	88.00
Assistant Building Inspector*	105.00
Senior Code Enforcement Officer	105.00

BUILDING AND SAFETY	
Senior Construction Permit Specialist	110.00
Supervising Construction Permit Specialist	115.00
Building Inspector*	115.00
Supervisor Code Enforcement	126.00
Senior Building Inspector	126.00
Plans Examiner	126.00
Supervising Building Inspector	138.00
Senior Plans Examiner	138.00
Inspector of Record	154.00
Deputy Building Official	154.00
Plan Check Engineer	154.00
Building Official	159.00
Supervising Plan Check Engineer	159.00
Principal Project Manager	185.00
Deputy Director	185.00
Director	185.00

PLANNING

Community Development Technician	93.00
Planning Technician	93.00
Assistant Planner	115.00
Assistant Community Development Planner	115.00
Associate Community Development Planner	126.00
Associate Planner	126.00
Senior Community Development Planner	143.00
Senior Planner	143.00
Principal Community Development Planner	159.00
Principal Planner	159.00
Deputy Director	185.00
Director	185.00

ADMINISTRATIVE

Administrative Assistant I	68.00
Administrative Assistant II	83.00
Administrative Assistant III	97.00
Project Accountant I	78.00
Project Accountant II	91.00

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.

* \$138 per hour For Prevailing Wage Project

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2015 thru June 30, 2016, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area, but not more than five percent per year.

Rev.2 10-23-2015

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR WILLDAN ENGINEERING FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES (\$150,000)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

3/14/2016 4:05:54 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/30/2016 2:57:16 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/30/2016 1:31:46 PM
DATE

Roger Haley
CITY MANAGER

3/24/2016 6:05:48 PM
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.

April 5, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS FOR HUMAN RESOURCES ANALYST, MAINTENANCE WORKER I, MAINTENANCE WORKER II, MAINTENANCE LEADWORKER AND WASTEWATER TECHNICIAN

SUMMARY

The City Council will consider a resolution amending the Position Classification Plan to revise classifications of Human Resources Analyst, Maintenance Worker I, Maintenance Worker II, Maintenance Leadworker and Wastewater Technician.

BACKGROUND

The City and representatives of AFSCME 2325 and SEIU Local #721 met, conferred and agreed regarding the proposal to amend the Position Classification Plan to amend the classification specifications of Human Resources Analyst, Maintenance Worker I, Maintenance Worker II, Maintenance Leadworker and Wastewater Technician.

Subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Section 1010 and 1103 of the Compton City Charter, the Personnel Board of the City of Compton approved the amended Human Resources Analyst specification on December 17, 2015. Furthermore, the Personnel Board also approved to amend Wastewater Technician, Maintenance Worker I, Maintenance Worker II and Maintenance Leadworker classification specifications on January 21, 2016 as an amendment to the Position Classification Plan.

STATEMENT OF ISSUE

After review, staff has determined it to be fair and necessary to modify the following classification specifications: Human Resources Analyst, Maintenance Worker I, Maintenance Worker II, Maintenance Leadworker and Wastewater Technician.

The only modification to the Human Resources Analyst classification specification was adding the equivalency of the combination of education and experience.

The primary modifications to the Maintenance Worker I, Maintenance Worker II and Maintenance Leadworker classification specifications was the deletion of the Grade I or

Grade II Sewer Collection Systems Maintenance Certificate and the elimination of sewer and wastewater duties. These functions and duties are included in the current and proposed Wastewater classifications.

The primary modification to the Wastewater Technician classification specification was the addition of supervision over a lower-level Wastewater classification.

These modifications will amend the existing Classification Plan. However, the existing Compensation Plan will remain unchanged and the salary ranges are as follows:

- | | | |
|----------------------------|-------------|---|
| ▪ Human Resources Analyst: | Range 150 - | \$5,652.00 - \$6,628.00 monthly
\$67,824.00 - \$79,536.00 annually |
| ▪ Maintenance Worker I: | Range 90 - | \$3,124.00 - \$3,655.00 monthly
\$37,488.0 - \$43,860.00 annually |
| ▪ Maintenance Worker II: | Range 102 - | \$3,515.00 - \$4,113.00 monthly
\$42,180.00 - \$49,356.00 annually |
| ▪ Maintenance Leadworker: | Range 114 - | \$3,954.00 - \$4,632.00 monthly
\$47,448.00 - \$55,584.00 annually |
| ▪ Wastewater Technician: | Range 122 - | \$4,277.00 - \$5,016.00 monthly
\$51,324.00 - \$60,192.00 annually |

ALTERNATIVE

Do not approve the recommendation contained in this report.

FINANCIAL IMPACT

The salaries for all of the above proposed revised classifications are already included in the City's 2015-2016 Fiscal Year's Budget; there is no financial impact as a result of this action.

RECOMMENDATION

It is recommended that the proposed resolution be adopted by the City Council.

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS FOR HUMAN RESOURCES ANALYST, MAINTENANCE WORKER I, MAINTENANCE WORKER II, MAINTENANCE LEADWORKER AND WASTEWATER TECHNICIAN

WHEREAS, the City Manager had authorized a review of the current Position Classification Plan; and

WHEREAS, the City met and conferred with AFSCME 2325 and SEIU #721 and were in agreement of the modification of the Classification Plan; and

WHEREAS, subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Section 1010 and 1103 of the Compton City Charter, the Personnel Board of the City of Compton approved the amendment of the Human Resources Analyst specification on December 17, 2015 and Wastewater Technician, Maintenance Worker I, Maintenance Worker II and Maintenance Leadworker classification specifications on January 21, 2016 as amendments to the Position Classification Plan; and

WHEREAS, the salaries for all of the above proposed revised classifications are already included in the City's 2015-2016 Fiscal Year's Budget; there is no financial impact as a result of this action; and

WHEREAS, the Personnel Board of the City of Compton voted to recommend to the City Council the adoption of the proposed amendments to the Position Classification Plan.

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

Section 1. That the proposed revised classification specifications for Human Resources Analyst, Maintenance Worker I, Maintenance Worker II, Maintenance Leadworker and Wastewater Technician are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the existing classification specifications for Human Resources Analyst, Maintenance Worker I, Maintenance Worker II, Maintenance Leadworker and Wastewater Technician are hereby abolished.

Section 3. The salary range for the position classification of Human Resources Analyst are as follows:

Range 150 - \$5,652.00 - \$6,628.00 monthly
\$67,824.00 - \$79,536.00 annually

Section 4. The salary range for the position classification of Maintenance Worker I are as follows:

Range 90 - \$3,124.00 - \$3,655.00 monthly
\$37,488.0 - \$43,860.00 annually

Section 5. The salary range for the position classification of Maintenance Worker II are as follows:

Range 102 - \$3,515.00 - \$4,113.00 monthly
\$42,180.00 - \$49,356.00 annually

Section 6. The salary range for the position classification of Maintenance Leadworker are as follows:

Range 114 - \$3,954.00 - \$4,632.00 monthly
\$47,448.00 - \$55,584.00 annually

Section 7. The salary range for the position classification of Wastewater Technician are as follows:

Range 122 - \$4,277.00 - \$5,016.00 monthly
\$51,324.00 - \$60,192.00 annually

Section 8. That a duly certified copy of this Resolution shall be delivered to the Office of the City Manager, Office of the City Controller, Office of the City Attorney, Department of Public Works and Municipal Utilities and the Department of Human Resources.

Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2016.

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

Resolution No. _____
Page Three

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 _____, 2016.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS FOR HUMAN RESOURCES ANALYST, MAINTENANCE WORKER I, MAINTENANCE WORKER II, MAINTENANCE LEADWORKER AND WASTEWATER TECHNICIAN

Kareemah Bradford
DEPARTMENT MANAGER’S SIGNATURE

3/14/2016 1:22:48 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/30/2016 4:16:18 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/30/2016 1:28:41 PM
DATE

Roger Haley
CITY MANAGER

3/16/2016 2:51:55 PM
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.

April 5, 2016

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADJUST SEASONAL, HOURLY AND MISCELLANEOUS WAGES WITH EARNINGS LESS THAN \$10.00 PER HOUR AS A RESULT OF THE 2016 STATE OF CALIFORNIA MINIMUM WAGE LAW

SUMMARY

The City Council will consider a resolution amending the Salary Plan to adjust the Seasonal, Hourly and Miscellaneous wages as a result of the 2016 State of California minimum wage law.

BACKGROUND

Effective January 1, 2016, the State of California minimum wage increased to \$10.00 per hour from \$9.00 per hour. The minimum wage is an obligation of the employer and cannot be waived by any agreement, including collective bargaining agreements.

STATEMENT OF PROBLEM

There are several Seasonal, Hourly and Miscellaneous classifications which prior to January 1, 2016, earned less than the 2016 California minimum wage of \$10.00 per hour. It is mandatory for these wages to be adjusted in order to maintain compliance with state law. The positions affected by the current minimum wage law are noted in Exhibits A, B and C which are attached hereto and incorporated herein by reference.

Exhibit A

Cashier	Community Services Worker
Help for Posting Notices	Construction Worker Trainee
JTPA Trainee - Youth	Youth Services Intern, Junior
Locker Room Attendant	Ambulance Operator

FINANCIAL IMPACT

The increase in the minimum wage shall have a minimal impact the City's Compensation Plan and Fiscal Year 2015-2016 General Fund.

#14.

Staff Report – Resolution to Adjust Minimum Wage For Seasonal/Hourly/Miscellaneous
April 5, 2016, Page 2

RECOMMENDATION

It is recommended that effective January 1, 2016, the City Council adopt the attached resolution to increase the hourly wages for Seasonal, Hourly and Miscellaneous classifications impacted by the 2016 minimum wage law. Wages of the affected classifications should be increased to the next highest salary step that is equal to or above \$10.00 per hour or \$10.00 per hour for classifications that have a maximum hourly rate of less than minimum wage.

ROGER L. HALEY
CITY MANAGER

EXHIBIT “B”**HOURLY & SEASONAL (CURRENT)**

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Cashier	----	\$9.21	\$9.58	\$9.96	\$10.36
Help for Posting Notices	\$9.55	\$9.93	\$10.33	\$10.74	\$11.17
JTPA Trainee – Youth	\$9.55	\$9.93	\$10.33	\$10.74	\$11.17
Locker Room Attendant	----	\$9.27	\$9.64	\$10.03	\$10.43

CLASSIFICATION TITLE	HOURLY PAY RATE EFFECTIVE DATE (07/01/15)
Community Service Worker	\$9.86
Construction Worker Trainee	\$9.55
Youth Services Intern, Junior	\$9.55

MISCELLANEOUS (CURRENT)

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Ambulance Operator	\$9.62	\$10.01	\$10.41	\$10.82	\$11.26

#14.

Staff Report – Resolution to Adjust Minimum Wage For Seasonal/Hourly/Miscellaneous
April 5, 2016, Page 2

EXHIBIT “C”

HOURLY & SEASONAL (PROPOSED)

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Cashier	----	----	----	----	\$10.36
Help for Posting Notices	----	----	\$10.33	\$10.74	\$11.17
JTPA Trainee – Youth	----	----	\$10.33	\$10.74	\$11.17
Locker Room Attendant	----	----	----	\$10.03	\$10.43

CLASSIFICATION TITLE	HOURLY PAY RATE EFFECTIVE DATE (07/01/15)
Community Service Worker	\$10.00
Construction Worker Trainee	\$10.00
Youth Services Intern, Junior	\$10.00

MISCELLANEOUS (PROPOSED)

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Ambulance Operator	----	\$10.01	\$10.41	\$10.82	\$11.26

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO
ADJUST SEASONAL, HOURLY AND MISCELLANEOUS WAGES WITH
EARNINGS LESS THAN \$10.00 PER HOUR AS A RESULT OF THE 2016 STATE
OF CALIFORNIA MINIMUM WAGE LAW**

WHEREAS, effective January 1, 2016, the State of California minimum wage increased to \$10.00 per hour from \$9.00 per hour; and

WHEREAS, the minimum wage is an obligation of the employer and cannot be waived by any agreement, including collective bargaining agreements; and

WHEREAS, there are several Seasonal, Hourly and Miscellaneous classifications that prior to January 1, 2016, earned less than the 2016 State of California minimum wage of \$10.00 per hour; and

WHEREAS, it is mandatory for these wages to be adjusted in order to maintain compliance with state law; and

WHEREAS, the classifications affected by the 2016 State of California minimum wage are attached hereto as "Ex"; and

WHEREAS, the increase in the minimum wage shall have a minimal impact the City's Compensation Plan and Fiscal Year 2015-2016 General Fund.

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

Section 1. That the wages for Seasonal, Hourly and Miscellaneous classifications affected by the 2016 minimum wage law with earnings less than minimum wage be adjusted to the next highest salary step that is equal to or above \$10.00 per hour or \$10.00 per hour, effective January 1, 2016 for classifications that have a maximum hourly rate of less than minimum wage.

Section 2. The proposed wage adjustments for the Seasonal, Hourly and Miscellaneous classifications impacted by the 2016 minimum wage are hereby approved as attached hereto as "Exhibit C."

Section 3. That a duly certified copy of this Resolution shall be delivered to the Offices of the City Manager, City Controller, City Clerk and Human Resources.

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

ADOPTED this ____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

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 _____, 2016.

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

EXHIBIT “A”

Cashier	Community Services Worker
Help for Posting Notices	Construction Worker Trainee
JTPA Trainee – Youth	Youth Services Intern, Junior
Locker Room Attendant	Ambulance Operator

EXHIBIT “B”**HOURLY & SEASONAL (CURRENT)**

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Cashier	----	\$9.21	\$9.58	\$9.96	\$10.36
Help for Posting Notices	\$9.55	\$9.93	\$10.33	\$10.74	\$11.17
JTPA Trainee – Youth	\$9.55	\$9.93	\$10.33	\$10.74	\$11.17
Locker Room Attendant	----	\$9.27	\$9.64	\$10.03	\$10.43

CLASSIFICATION TITLE	HOURLY PAY RATE EFFECTIVE DATE (07/01/15)
Community Service Worker	\$9.86
Construction Worker Trainee	\$9.55
Youth Services Intern, Junior	\$9.55

MISCELLANEOUS (CURRENT)

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Ambulance Operator	\$9.62	\$10.01	\$10.41	\$10.82	\$11.26

EXHIBIT “C”

HOURLY & SEASONAL (PROPOSED)

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Cashier	----	----	----	----	\$10.36
Help for Posting Notices	----	----	\$10.33	\$10.74	\$11.17
JTPA Trainee – Youth	----	----	\$10.33	\$10.74	\$11.17
Locker Room Attendant	----	----	----	\$10.03	\$10.43

CLASSIFICATION TITLE	HOURLY PAY RATE EFFECTIVE DATE (07/01/15)
Community Service Worker	\$10.00
Construction Worker Trainee	\$10.00
Youth Services Intern, Junior	\$10.00

MISCELLANEOUS (PROPOSED)

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Ambulance Operator	----	\$10.01	\$10.41	\$10.82	\$11.26

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADJUST SEASONAL, HOURLY AND MISCELLANEOUS WAGES WITH EARNINGS LESS THAN \$10.00 PER HOUR AS A RESULT OF THE 2016 STATE OF CALIFORNIA MINIMUM WAGE LAW

Kareemah Bradford
DEPARTMENT MANAGER’S SIGNATURE

3/14/2016 1:21:25 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/30/2016 4:49:17 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/30/2016 1:28:18 PM
DATE

Roger Haley
CITY MANAGER

3/15/2016 2:40:26 PM
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.

April 5, 2016

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ADJUST THE AUTO ALLOWANCE FOR UNCLASSIFIED CHIEF EXECUTIVE CLASSIFICATIONS

SUMMARY

The City Council will consider a resolution to increase the auto allowance benefit from \$250.00 per month to \$350.00 per month for Unclassified Chief Executive classifications to be equal to the auto allowance provided to Classified Chief Executive classifications.

BACKGROUND

Unclassified classifications are unrepresented by recognized bargaining units. On September 1, 2015, Resolution #24,218 was established to identify fringe benefits for employees in unrepresented classifications. The resolution identified an auto allowance benefit of \$250.00 per month, applicable to unrepresented classifications. Alternatively, employees in Classified Chief Executive classifications receive an auto allowance of \$350.00 per month.

STATEMENT OF ISSUE

The auto allowance provided to Unclassified Chief Executive classifications does not comparatively reflect the auto allowance provided to Classified Chief Executive classifications. The Assistant City Manager classification in the Office of the City Manager is the only Unclassified Chief Executive position within the City's Classification Plan.

ALTERNATIVE

Do not approve the recommendation contained in this report.

FINANCIAL IMPACT

The adoption of this resolution will have a minimal financial impact on the Fiscal Year 2015-2016 budget. The annual difference of the proposed benefit amount is \$1,200.00.

#15.

Staff Report – Resolution to Amend Auto Allowance For
Unclassified Chief Executive Employees
April 5, 2016, Page 2

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution to adjust the auto allowance to \$350.00 per month for employees in Unclassified Chief Executive classifications.

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ADJUST
THE AUTO ALLOWANCE FOR UNCLASSIFIED CHIEF
EXECUTIVE CLASSIFICATIONS**

WHEREAS, Unclassified classifications are unrepresented by recognized bargaining units; and

WHEREAS, on September 1, 2015, Resolution #24,218 was established to identify fringe benefits for employees in unrepresented classifications. The resolution identified an auto allowance benefit of \$250.00 per month, applicable to unrepresented classifications; and

WHEREAS, alternatively, employees in Classified Chief Executive classifications receive an auto allowance of \$350.00 per month; and

WHEREAS, the Assistant City Manager classification in the Office of the City Manager is the only Unclassified Chief Executive classification within the City's Classification Plan; and

WHEREAS, the City Council will consider to adjust the auto allowance benefit from \$250.00 per month to \$350.00 per month for Unclassified Chief Executive classifications; and

WHEREAS, the adoption of this resolution will have a minimal financial impact on the Fiscal Year 2015-2016 budget. The annual difference of the proposed benefit amount is \$1,200.00.

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

Section 1. That the Unclassified Chief Executive auto allowance be adjusted to be equal to the auto allowance for Classified Chief Executive classifications as follows:

<u>From:</u>	<u>To:</u>
\$250.00 per month	\$350.00 per month

Section 2. That a duly certified copy of this Resolution shall be filed in the Offices of the City Manager, City Clerk, City Controller and Human Resources.

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

ADOPTED this _____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

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 to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2016.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ADJUST THE AUTO ALLOWANCE FOR UNCLASSIFIED CHIEF EXECUTIVE CLASSIFICATIONS

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
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.

April 5, 2016

TO: MAYOR AND CITY COUNCIL

**FROM: GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO ABATEMENT SERVICES AGREEMENT WITH NEW WEST LANDSCAPEING TO PROVIDE ABATEMENT SERVICES CITYWIDE ON AN “AS NEEDED” BASIS AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED (\$50,000)

SUMMARY

This resolution authorizes the City Manager to enter into an abatement services agreement with New West Landscaping to provide abatement services citywide on an “as needed” basis and issue a purchase order in an amount not to exceed \$50,000.

BACKGROUND

The City of Compton is responsible for providing clean-up, removal and haul away services city-wide. Due to the large amount of illegal dumping that occurs throughout the City, staff is requesting assistance be provided to assist City staff in mitigating the large amount of illegal dumping that continues to plaque our community.

In March 2016, City staff requested proposals from qualified abatement contractors to provide clean-up, removal and haul away services on an “as- needed” basis. The contractors were requested to provide the following services on designated public properties:

- Respond to the designated work location within twenty-four (24) hours from request for services and approval of the cost proposal by the City
- Trash and debris removal services
- Furniture and other bulk item removal
- Alley clean-up
- Right-Of-Way Maintenance
- Weed abatement
- Roadside clean-up services
- Right-of-way clean-up services
- Provide before and after pictures of area (s) where services performed
- Completion of requested and approved services within time specified by the City
- Be available to provide and perform requested services seven (7) days a week, as needed
- Provide other services as requested and approved by the City

City staff received a total of three proposals from the following contractors:

<u>Contractor</u>	<u>Hourly Rate</u>
New West Landscaping	\$37/hr.
C MIM F Possible	\$40/hr.
Gang Prevention Foundation	\$78/hr.

The proposal submitted by New West Landscaping was the lowest most responsive contractor for abatement services. New West Landscaping is a certified arborist with license to use pesticides. New West Landscaping has previously provided this type of service for the City of Compton. City staff and management have been satisfied with the level of services that New West Landscaping has provided the City.

STATEMENT OF THE ISSUE

Currently, the City is inundated with illegal dumping activity on its publicly maintained or City owned properties. Staff is requesting to enter into an agreement for abatement services for the remainder of this fiscal year (June 30, 2016) to address the City's immediate concerns on a consistent proactive basis until the release of a formal Request for Proposal. Therefore, in order to utilize the services of New West Landscaping to provide abatement services on as "as needed" basis until June 30, 2016, City Council's authorization is necessary.

FISCAL IMPACT

Funds in the amount of \$50,000 are available in the FY 2015-2016 Public Works/Municipal Utilities budget in Account No. 2300-720-000-4269 (State Gas Tax).

ALTERNATIVE

No other alternative is proposed. The City desires to retain the services of a qualified contractor to provide clean-up, removal and haul away services citywide.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an agreement with New West Landscape to provide abatement services on an "as needed basis" citywide.

GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RH:GK:JS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO ABATEMENT
SERVICES AGREEMENT WITH NEW WEST LANDSCAPING TO PROVIDE
ABATEMENT SERVICES CITYWIDE ON AN “AS NEEDED” BASIS AND ISSUE A
PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED (\$50,000)**

WHEREAS, the City of Compton is responsible for providing clean-up, removal and haul away services city-wide; and

WHEREAS, due to the large amount of illegal dumping that occurs throughout the City, staff is requesting assistance in mitigating the large amount of illegal dumping activity that continues to plague our community; and

WHEREAS, in March 2016, City staff requested proposals from qualified abatement contractors to provide clean-up, removal, and haul away services city-wide on an “as needed” basis; and

WHEREAS, staff received a total of three proposals and the proposal submitted by New West Landscaping was the lowest most responsive contractor for abatement services; and

WHEREAS, New West Landscaping is a certified arborist with the necessary licenses to use pesticides and has provided similar services for the City; and

WHEREAS, funds in the amount of \$50,000 is available in the FY 2015-2016 Public Works/Municipal Utilities budget in Account No. 2300-720-000-4269; and

WHEREAS, in order to enter into a abatement services agreement with New West Landscaping to provide abatement services on an “as-needed basis” citywide, City Council’s authorization is necessary; and

WHEREAS, staff recommends that the City Council authorize the City Manager to enter into an agreement with New West Landscaping to provide clean-up, removal, and haul away services citywide on an “as needed” basis.

**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 enter into an abatement services agreement with New West Landscaping to perform abatement services on an “as needed” basis City-wide for the remainder of Fiscal Year 2015-2016.

SECTION 2. Funds in the amount of \$50,000 are available in the FY 2015-2016 Public Works/Municipal Utilities budget in Account No 2300-720-000-4269.

SECTION 3. That a purchase order in the amount of Fifty Thousand Dollars is authorized to be issued.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works and Municipal Utilities Department.

Resolution No. _____
Page 2

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2016.

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 the _____ day of _____, 2016.

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

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

CITY CLERK OF THE CITY OF COMPTON

**ABATEMENT SERVICES AGREEMENT
BETWEEN
NEW WEST LANDSCAPING
AND
CITY OF COMPTON**

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 **NEW WEST LANDSCAPING** (hereinafter referred to as "**CONTRACTOR**") located at 1019 West 133rd Street, Gardena, California 90247, pursuant to Resolution No. _____, adopted by the City Council on _____, 2016.

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 "City-wide" abatement services on an "**as-needed**" basis. More specifically, Contractor shall provide and perform the following services at/on designated public property, as requested by the City:

- Respond to the designated work site within twenty-four (24) hours from request for services and approval of the cost proposal by the City
- Trash and debris removal services
- Furniture and other bulk item removal
- Alley clean-up
- Weed abatement
- Roadside clean-up services
- Right-of-way clean-up services
- Provide before and after pictures of area(s) where services performed
- Completion of requested and approved services within time specified by the City
- Be available to provide and perform requested services seven (7) days a week, as needed
- Provide other services as requested and approved by the City

Contractor shall not proceed with any work until the City has approved an itemized cost proposal presented to the City by the Contractor for the requested services.

Contractor agrees to perform all the said work 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. 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 this work.

Contractor will be responsible for employing or engaging all persons necessary to perform

Abatement Services Agreement – New West Landscaping
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the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control.

1.1 Key Personnel.

.a **Contractor's Representative.** Contractor hereby designates **Keith Dickerson, Owner** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

.b **City's Representative.** City hereby designates the **Director of the Public Works/Municipal Utilities Department or his/her designated representative** as City's Representative for this Agreement.

2. Compensation:

The method of payment for this Contract shall be based on lump sum amount calculated at an hourly rate of Thirty Seven Dollars (\$37.00), and agreed to by the City for each project assigned. The agreed amount 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 for each project to be completed will not be effective until authorized by written approval by the City.

Progress payments may be made in arrears for each project completed by the Contractor. If Contractor fails to complete the work according to schedule and as agreed, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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 all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **Director of the Public Works/Municipal Utilities Department** 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 any and all services rendered during the term of this Agreement is limited to **Fifty Thousand Dollars (\$50,000.00).**

In the event of termination, the Contractor shall be entitled to non-disputed compensation for

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Resolution No. _____

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 April __, 2016. Contractor's services shall be supplied on an "**as-needed**" basis to the City. This Agreement shall expire on June 30, 2016, or when the allotted funds of \$50,000.00 has been exhausted, whichever occurs first, unless this Agreement is terminated as provided herein.

4. Safety:

4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

4.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the location where services are rendered ("Site");

.b Materials and equipment stored on the Site or off the Site at locations for use in performance of the work; and

.c The assigned project Site and all property located at the Site, whether or not said property or structures are part of the project or involved in the work.

4.3 Contractor shall designate an individual at the Site of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

4.4 Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

4.5 If City deems any part of the work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

4.6 Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites where services are performed.

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5. **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.

6. **Insurance:**

The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the 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. ***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.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

6.1 Minimum Scope of Insurance. 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:

.a Commercial 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 personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

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.b Automobile Liability. A program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

.c Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than \$1,000,000 per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

6.2 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

.a The policy of insurance required by Section 6.1.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as “**additional insured**” with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

.b The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

.c The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

6.3 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing

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Resolution No. _____

by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.7 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an ***“additional insured”*** to the subcontractor's policies.

7. 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.

8. Successor and Assigns:

City and the Contractor each binds themselves, their partners, successors, assigns and legal

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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.

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. Subcontracting:

Except as may be agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

11. Other Contractors:

The City reserves the right to employ other Contractors in connection with the services.

12. 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*.

13. Termination:

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Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

13.1 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 five (5) days written notice, terminate this Agreement.

13.2 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 he fails to make prompt payment to subcontractors or for materials or labor, or he 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 five (5) days written notice, terminate this Agreement.

13.3 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 five (5) days written notice, terminate this Agreement.

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.

14. 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 all expenses incurred to the point at which this Contract is terminated.

15. 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.

16. 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

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shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

17. Notice:

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 sent by facsimile transmission.

CONTRACTOR:

**NEW WEST LANDSCAPING
1019 West 133rd Street
Gardena, California 90247
Attn: Keith Dickerson, Owner
(310) 617-9667
(310) 769-6614 – fax.**

CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works/Municipal Utilities
Department
(310) 605-5505
(310) 605-6326 – fax.**

With copy to:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

18. 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

Abatement Services Agreement – New West Landscaping
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is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

19. 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.

20. 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 subcontractor and the City.

21. Governing Law, Jurisdiction and Venue:

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 shall lie exclusively in a court of competent jurisdiction in the County of Los Angeles, state of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

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.

22. Waiver of Jury Trial:

Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on each project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its subcontractors who provide work on any assigned projects, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

23. Federal and State Withholding Taxes:

**Abatement Services Agreement – New West Landscaping
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Resolution No. _____**

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.

24. 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.

**NEW WEST LANDSCAPING
CONTRACTOR**

Dated: _____

By _____
Keith Dickerson, Owner

**CITY OF COMPTON
Recommended for Approval:**

By _____
**Glen W.C. Kau, Director
Public Works/Municipal Utilities Department**

Dated: _____

Approved by:

Dated: _____

By _____
Roger L. Haley, City Manager

#16.

Abatement Services Agreement – New West Landscaping
Public Property Abatements/Clean-ups
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Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO ABATEMENT SERVICES AGREEMENT WITH NEW WEST LANDSCAPEING TO PROVIDE ABATEMENT SERVICES CITYWIDE ON AN “AS NEEDED” BASIS AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED (\$50,000)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

3/28/2016 8:23:23 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/30/2016 2:33:41 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/30/2016 1:34:47 PM
DATE

Roger Haley
CITY MANAGER

3/30/2016 7:06:14 AM
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.

April 5, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPLEMENTING A FISCAL RESPONSIBILITY POLICY INCLUDING A RECURRING FIVE YEAR BUDGET PROJECTION AND TEN YEAR FINANCIAL FORECAST CONSISTENT WITH ARTICLE VII AND ARTICLE XIV OF THE CITY CHARTER

SUMMARY

The City Council will consider adopting a Resolution that will implement a fiscal responsibility policy including a recurring five year budget projection and a ten year financial forecast, all of which is consistent with Article VII and Article XIV of the City Charter.

BACKGROUND

On or about March 8, 2016, Mayor Brown requested the City Attorney to prepare a Resolution implementing a new fiscal responsibility policy for budget preparation.

STATEMENT OF ISSUE

Sections 706(b) and 1405 of the City Charter require the City Manager to annually prepare and submit to the City Council, and thereafter administer, the City budget. Section 706(c) further requires the City Manager to submit to the City Council as of the end of each fiscal year, a complete report on the finances and administrative activities of the City for the preceding year.

Section 706(d) requires the City Manager to keep the City Council advised of the financial condition and future needs of the City and make such recommendations as may seem desirable to the City Manager.

Consistent with the foregoing City Charter provisions, the intent of the policy, as set forth in the Resolution, is to further implement those Charter provisions and provide for greater fiscal awareness and fiscal responsibility for the City. Therefore, as part of the City Manager's responsibility to keep the City Council

#17.

Staff Report - Resolution Adopting Fiscal
Responsibility Policy
April 5, 2016

advised of the financial condition and future financial needs of the City, the Resolution requires the City Manager to prepare a projection of the City's budgets for the upcoming five fiscal years, prior to the end of each fiscal year. The five year projection is to be presented to the City Council as a receive and file item no later than when the annual budget is submitted to the City Council.

In addition, the Resolution provides that in each year ending in "5" and before June 30 of each such year, the City Manager shall present to the City Council as a receive and file item a forecast of the City's finances for the upcoming ten fiscal years. After each five year projection and ten year forecast has been presented and reviewed by the City Council, the Resolution requires the City Manager to take such projections and forecasts, together with the City Council's directions related thereto, into account when preparing the City's annual budgets.

FISCAL IMPACT

No fiscal impact is anticipated as a result of the adoption of this Resolution.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPLEMENTING A FISCAL RESPONSIBILITY POLICY INCLUDING A RECURRING FIVE YEAR BUDGET PROJECTION AND TEN YEAR FINANCIAL FORECAST, CONSISTENT WITH ARTICLE VII AND ARTICLE XIV OF THE CITY CHARTER**

WHEREAS, Sections 706(b) and 1405 of the City Charter require the City Manager to annually prepare and submit to the City Council, and thereafter administer, the City budget; and

WHEREAS, Section 706(c) of the City Charter requires the City Manager to submit to the City Council as of the end of each fiscal year a complete report on the finances and administrative activities of the City for the preceding year; and

WHEREAS, Section 708(a) of the City Charter requires the City Controller to compile budget expense and capital estimates for the City Manager; and

WHEREAS, Section 706(d) of the City Charter requires the City Manager to keep the City Council advised of the financial condition and future needs of the City and make such recommendations as may seem desirable to the City Manager; and

WHEREAS, it is the City Council's intent in adopting this Resolution to further implement the foregoing provisions of the City Charter and to provide for greater fiscal awareness and fiscal responsibility for the City of Compton.

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

Section 1. That it is the policy of the City Council to provide for even greater fiscal awareness and fiscal responsibility by requiring the budget projections and financial forecasts described in Sections 2 and 3, below.

Section 2. That as part of the City Manager's responsibility, along with the assistance of the City Controller, to keep the City Council advised of the financial condition and future financial needs of the City, prior to the end of each fiscal year, the City Manager shall prepare a projection of the City's budgets for the upcoming five (5) fiscal years. The City Manager shall present such five-year projection to the City Council as a receive and file item no later than the time that the annual budget for the upcoming fiscal year is submitted to the City Council.

Section 3. That as part of the City Manager's responsibility, along with the assistance of the City Controller, to keep the City Council advised of the financial condition and future financial needs of the City, in each year ending in "5" but before June 30 of each such year, the City Manager shall present to the City Council as a receive and file item, a forecast of the City's finances for the ten (10) fiscal years.

Section 4. That after each five-year projection and each ten-year forecast has been presented to and reviewed by the City Council as a receive and file item, the City Manager shall take such projection and forecast, together with the City Council's directions related thereto, into account when preparing the City's annual budgets.

Section 5. That certified copies of this Resolution shall be filed in the offices of the City Controller, City Clerk, City Manager and the City Attorney.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

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ADOPTED this _____ day of _____, 2016.

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, 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 _____, 2016.

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