NOTICE

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

HEARING

5:35 P.M. - PUBLIC HEARING - TRANSPORTATION OF PETROLEUM PRODUCTS AND OIL (Item #4)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

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

1. JUNE 28, 2016

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. INVESTMENT REPORT - May 2016 **(Receive/File)**

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

3. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS REGARDING FIREWORKS PROGRAMS FOR THE CITY OF COMPTON **(July 19, 2016 at 6:00 p.m.)**

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON (First Reading)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSIT VEHICLE LEASE AGREEMENT WITH MV TRANSPORTATION, INC. FOR A MONTH-TO-MONTH LEASE OF TWO TRANSIT VEHICLES FOR USE IN PROVIDING FIXED ROUTE TRANSIT SERVICES PURSUANT TO THE TRANSIT AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $50,000

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

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

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#1.

JUNE 28, 2016

The City Council meeting was called to order at 5:47 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were led by Mayor Aja Brown.

ROLL CALL

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

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

SPECIAL PRIVILEGE

Craig Henry, Compton resident and senior programmer for Volunteers of America for Greater Los Angeles, 700 North Bullis Road, introduced the following program services to the citizens of Compton: Homeless Veterans Reintegration program, Supportive Services for Veteran Families, rental assistance, work release programs and training for individuals recently released prison. Mr. Henry noted that they were awarded $1.5M for the various programs.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION - RESOLUTION PRESENTATION - SUPPORTING THE LOS ANGELES COUNTY SUPERIOR COURT'S COMMUNITY COLLABORATIVE COURTS PROGRAM - Councilmember Emma Sharif

Councilperson Sharif presented a commendatory resolution to Judge Kelvin Filer and Judge Ackerson-Gauff of the Los Angeles County Superior Court's Community Collaborative Courts program in recognition of their service and continuation of the drug treatment program created by the late Superior Court Judge Ellen DeShazer.

5:35 P.M. - PUBLIC HEARING - 2016-2017 FISCAL YEAR BUDGET (Item #6)

On motion by McCoy, seconded by Sharif, the public hearing was opened at 6:01 p.m., by the following vote on roll call:

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

City Manager Haley presented the following calculations and figures as part of the proposed 2016-21017 Fiscal Year budget.

FY 2016-17 CITYWIDE REVENUES

General Fund	$55,586,872
Special Revenues	$50,022,718
Debt Service Funds	$8,900,274
Enterprise Funds	$60,905,928
Internal Service Funds	$9,154,578
Fund Balance (Reserve)	$956,448
Total	$185,526,818

#1.

FY 2016-17 PROPOSED EXPENDITURES

Department FY 2016/2017	
City Council	$1,158,963
City Attorney	$8,385,354
City Treasurer	$831,780
City Clerk	$2,189,870
City Manager w/ Parking & Security	$8,316,397
Human Resources	$1,407,700
General Services	$4,980,720
Non-Departmental	$18,364,065
City Controller	$2,528,563
Code Enforcement (Build. & Safety Dept.)	$2,563,871
LA County Sheriff	**$19,500,000
Fire	$16,522,682

**Current Year Budget

FY 2016-17 PROPOSED EXPENDITURES CONTINUED

Department	FY 2016-2017
Public Works - Engineering Division	$17,706,774
Public Works - Street Division	$10,208,528
Building & Safety with Business License	$2,264,484
Planning & Economic Development	$1,229,384
Local Housing Authority	$10,794,961
Careerlink	$700,543
Parks & Recreation	$5,877,756
Water Department	$49,994,423
TOTAL	$185,526,818

GENERAL FUND CHANGES FROM THE JUNE 14TH BUDGET

NONDEPARTMENTAL (Citywide expenditures such as severance pay, health insurance, debt service, contingency amounts.)

• Reduce Severance Pay $100,000
• Reduce Debt Service $2,608,888

CITYMANAGER

• Delete the Program Development Specialist Position $124,454

CITYCLERK

• Increase Other Professional Services $10,000

PLANNING

• Delete the Community Development Director Position $151,860
• Add Director of Planning & Economic Development Position $126,960

PROPOSED FY2016-17 ORGANIZATIONAL CHANGES

DEPARTMENT/DIVISION	FROM	TO
Code Enforcement	City Attorney's Office	Building & Safety
Fleet	General Services	Public Works
Water Division	Public Works Department	Stand Alone Department

#1.

MASTER FEE SCHEDULE

The City contracted with Willdan Financial Services to review the City's fees and determine if the City's current fee rates are sufficient to recoup the cost of the services being provided. A hearing is scheduled for July 12, 2016 regarding the Master Fee Schedule.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Martha Barrajas, Compton resident, asked the City Manager to publicly announce the amount of money allocated to Careerlink for youth programs. **City Manager Haley** answered that Careerlink has several divisions within its department that includes a youth vocational skills program, local hiring program, job search assistance, and job placement assistance.

Barbara Calhoun, Compton resident and former Compton councilperson, asked the City Manager why he would want to transfer Code Enforcement to Building and Safety. City Manager Haley answered that his proposal is due, in part, to the similarities that both departments share, and not a function concerning the City Attorney's ability to manage the division.

Leroy Guillory, Compton resident, applauded the efforts of this City Council to approve a budget that will help the community move in a forward direction.

Benjamin Holifield, Compton resident, spoke in support of the code enforcement division transfer. He went on to recommend a merger of the Street Division and Engineering Division to the City yard under one office in an effort to save money.

David Irons, Compton resident, inquired about the existence and cost of a code enforcement book.

City Clerk, Alita Godwin, remarked that the Compton Municipal Code costs $75 and is available on the City's website for free.

Joyce Kelly, Compton resident, inquired about the meaning of the Parks and Recreation Senior Programming and Monthly Participant line item. She went on to state that last year, the City purchased buses for the seniors, and last week for at least three days the buses were not running and the seniors had to be helped into vans. She inquired about the potential for liability concerns due to employees assisting seniors into those vans. She also voiced a concern for the cost of lunch at the Dollarhide Community Center and questioned why the City does not subsidize the cost of those lunches for seniors.

Lynn Boone, Compton resident, declared that this is a sad excuse for a public hearing; and made note of erroneous estimates paid to the Sheriff's Department, a lack of line items and new revenue sources, and interest by the representative for the Second District.

Heron Carillo, Compton resident, inquired about the existence of a code within the Compton Municipal Code that regulates the actions and attendance of public servants for City Council meetings. He went on to propose a reduction in City management's budget and an investment in Parks and Recreation. He claimed that the budget for the Water Department is too high and told how Post Office workers are using water to clean the sidewalk and parking lot.

Maria Villa Real, Compton resident, alleged that code enforcement officers are picking up homeless people, chasing street vendors and taking their equipment without issuing them a receipt to get their equipment back. She recommended that Code Enforcement Officers be mandated to present oral reports regarding the number of carts they take and how much money it will cost the vendors to get their equipment back.

#1.

On motion by Zurita, seconded by 0, the public hearing closed at 6:29 p.m., by the following vote on roll call:

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

COUNCIL COMMENTS ON THE PUBLIC HEARING

Mayor Brown requested 1) a review of the transit occupancy tax next year so that the City can generate additional revenue, 2) a feasibility study on the City launching its own tow yard, 3) a performance-based budget resolution, and 4) the creation of a pro-active and expansive grants program plan within three weeks detailing the City's plan for the 2016-2017 fiscal year.

Councilperson Galvan asked the City Manager why his liaison does not receive a $50,000 salary annually as indicated in the General Fund. City Manager Haley explained to Councilperson Galvan that the $50,000 includes salary and benefits.

Councilperson Galvan inquired more funding for more programs with the passing of Measure P. Mayor Brown remarked that it would not be effective until next year.

Mayor Brown requested the inclusion of a Spanish speaking assistant for the entire City Council and conversational Spanish classes for elected officials.

Councilperson McCoy recommended that Code Enforcement remain under the leadership of the City Attorney's Office.

Mayor Brown articulated her support for the recommendation presented City management; and suggested that Council review the change after six months then make subsequent changes if necessary.

Councilperson Sharif requested the responsibilities of the Code Enforcement Division and questioned how the transfer will help anything. Additionally, Ms. Sharif asked the City Attorney to voice his plan for the division as it relates to efficiency.

City Attorney Cornwell stated that when he began managing the code enforcement division in April 2015, there were allegations of discrimination, morale was at an all-time low, and their priority assignments were to inspect building structures. Under his leadership, Mr. Cornwell confirmed that abatements have increased and morale and productivity are at an all-time high; and given the caveat of another year under his leadership and the hiring of a Code Enforcement Manager which was approved by the City Council two years ago, he is sure that the City Council will see a significant increase in the efficiency of the Code Enforcement Division.

Councilperson Galvan articulated his support for City management’s recommendation.

A discussion ensued regarding code enforcement’s work schedule, proposals to change it, and the feasibility of conducting a secondary analysis to see what the options are to improving their level of service.

Mayor Brown made note that this is not a personal recommendation or a reflection on the leadership ability of the City Attorney.

Councilperson Sharif stated that the transfer seems to be related to the disposition of the administration and further questioned why this division is constantly being moved from department to department. Additionally, Ms. Sharif asked the City Manager when he plans on presenting the findings from the National Resource Labor Study.

Councilperson Galvan asked the City Attorney to confirm whether or not Code Enforcement is responsible for relocating homeless people from parks. City Attorney Cornwell stated that there are Sheriff's units designated specifically for that purpose.

Councilperson Galvan went on to suggest that code enforcement monitor City-owned facility maintenance. City Attorney Cornwell remarked that the City Manager is fully aware of City and Successor-owned properties that would receive a citation if they were privately owned.

Councilperson Sharif stated that she would like to know more details about Mayor Brown's proposal to hire a Spanish-speaking assistant for the City Council to make certain that every member receives an equitable amount of time for the service.

Councilperson Sharif also inquired about the use of the translation devices used in the Council Chambers.

City Clerk Godwin assured Councilperson Sharif that the Council has the capability of using the translation devices whenever necessary and coincidentally they should consider extending the contract services for the Spanish-speaking translator used for the City Council meetings.

Councilperson Galvan motioned to approve the budget to include a Spanish-speaking liaison.

Mayor Brown asked the City Manager if he has the budgetary funding for an additional assistant.

City Manager Haley answered that he did not contemplate that request in this proposed budget, nor does he know the salary range so at this point there is no budgetary funding.

Mayor Brown asked the City Manager if he has $50,000 in the fund balance.

City Manager Haley replied affirmatively.

Councilperson McCoy asked if the position in question will be on the same salary range as the existing liaison positions. Mayor Brown replied affirmatively and noted that they also have the flexibility of hiring two people part-time.

Mayor Brown stepped from the chair to second Councilperson Galvan's motion.

City Attorney Cornwell called for the Item and reported that there were approved expenditures that have been identified that were not accounted for in the 2015-2016 fiscal year budget. Additionally, there are revenues that came in that allowed staff to deal with these approved expenditures. Funding for these expenditures are available in the 2015-2016 budget but are not available in 2016-2017 budget.

VENDOR	**AMOUNT**
County of Los Angeles, Animal Care and Control	$234,224
City of Inglewood	37,557
Los Angeles County Sheriff	256,227
ATT/MCI	96,000
Staples Advantage	12,695
TOTAL	$636,703

Councilperson Sharif asked that someone explain the overage in the Sheriff's Department. City Manager Haley stated that the Sheriff's department charged the City for services performed over and above what was contracted with the City.

Mayor Brown asked that the Spanish-speaking liaison position be added to the total amount of expenditures.

City Manager Haley cited an amount of $687,153 which includes the $50,450 currently budgeted for a council assistant.

City Attorney Cornwell made note that this amount will come from revenue surplus received this fiscal year.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2016-2017

#1.

AMENDING MOTION
On motion by Galvan, seconded by Brown (who stepped away from the chair), to approve the 2016-2017 fiscal year budget and include an increase in revenues and expenditures in the amount of $687,153 to pay for approved expenditures as referenced in the June 28, 2016 memorandum from the City Manager as well as an additional $50,450 for a Spanish-speaking liaison, by the following vote on roll call:

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

Resolution # 24,369 entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2016-2017"** was approved, by the amending motion above:

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, Compton resident and president of the Compton Business Chamber of Commerce, petitioned the City Council to authorize the installation of a left hand turning signal on Wilmington and Greenleaf Boulevard for the safety of the students, businesses, and homeowners in the area. He also asked that a consorted effort be made to clean-up the vacant properties in the Third District. He solicited the City Council to do something to help code enforcement with addressing unlicensed businesses, blighted areas, and abandoned cars. Lastly, he made comments about the unattended and damaged yellow boxes located throughout the City and affirmed that code enforcement will pay for itself if it functions properly.

Leroy Guillory, Compton resident, stated that he was elated to hear about Measure P's passing. He also reported that it is time for Compton to be recognized for the good things and people it produces.

Maria Villa Real, Compton resident, cordially invited the members of the Spanish-speaking business community to the "Business Networking Opportunity" meeting held every first and second Tuesday of the month. The meeting will be held from 12 p.m. to 2 p.m. at 810 West Rosecrans Avenue. For more information, please call (310) 632-1431.

Roberto Rodriguez, Compton YouthBuild teacher, announced that they had recently graduated 40 young people through their program, 16 of which are culinary arts certified and eight will have finished the construction program by August 2016. He went on to solicit the City Council to work diligently to create a sustainable working community that illustrates visible growth and concern for its youth.

David Irons, Compton resident, asked the members of the City Council to address whether or not Code Enforcement has police powers. He went on to inquire about the possibility of him hosting a karate tournament in the City of Compton. He further stated that it was Charles Davis who helped him write Resolution No. 20,986 and affirmed that he has plans to make other places within the City historical landmarks.

Barbara Calhoun, Compton resident and former councilperson, asked the City Council to address whether or not Code Enforcement is going to Building and Safety. She went on to state that Code Enforcement previously had responsibilities that included assisting Public Works, Parks and Recreation, building inspectors, water employees, parking enforcement, security and others during hostile situations. She contended that it takes at least a year to see improvements with change. In addition, she acknowledged the $42M deficit in 2011 and affirmed that whenever she makes a mistake she owns up to it. She declared that the former administration did not party on the City's dime and that the $42M deficit was internal; and further explained that the community events hosted by the previous administration were held to teach the citizens about their cultural history and that 75% of their vendors were residents and local business owners.

Herbert Arceneaux, Compton resident, spoke in opposition to the proposed resolution to change the name of the William Love pool and slide to the Oscar De La Hola pool and slide. He went on to state that he was disappointed with the City Manager for the way in which he treated him and four other residents waiting to meet him. Furthermore, he questioned how a proposal to construct a development on Santa Fe and Rosecrans near Chester could be voted down by the City Council, and be built anyway.

Kyron Kopanos, Compton resident, solicited everyone to try to get along in the City of Compton and that it looks like Measure P might have passed.

Tomas Carlos, Compton resident, requested a consorted effort by the City Council to ban fireworks in certain sections of the City, i.e., Richland Farms. He also stated that today is historic, because it is the first time the City of Compton will have its first Latino Mayor-Pro Tem.

Muhammad Mubarak, Compton resident, commended the members of the City Council for honoring great American heroes such as Martin Luther King, Cesar Chavez, Maya Angelou, and President Kennedy. He proposed that the City Council consider honoring Muhammad Ali with one of his paintings as his contributions were wide-reaching and world-wide.

Joyce Kelly, Compton resident, inquired about the following: line items that authorize a $25,000 contract for a Compton Ombudsman, the City's reserve account, the process of honoring individuals, and whether or not the first Latino Mayor Pro-Tem is going to attend council meetings. She quoted actor Jesse Williams' speech from the BET Awards and declared that citizens have the right to speak their minds at the podium.

Lynn Boone, Compton resident, clarified that Measure P has not passed or failed because the votes have not been finalized. She went on to reference Item No. 7 and contended that there are dozens of Latinos that have made significant contributions to the Compton community. She indicated that there are no line items for $25,000 contracts and under; and commented that there are other contracts that are outstanding, like the Compton Ombudsman position, that the City Manager does not have written into the budget.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

2. JUNE 14, 2016 **(Approved)**
   JUNE 21, 2016 **(Approved)**

HUMAN RESOURCES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2016 - 2017 **(Resolution # 24,370)**

#1.

PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO AND ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR THE USED OIL PAYMENT PROGRAM **(Resolution # 24,371)**

END CONSENT AGENDA

REGULAR AGENDA

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

5. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

APPOINTMENT OF MAYOR PRO-TEM - COUNCILPERSON ISAAC GALVAN

On motion by McCoy, seconded by Sharif, to appoint Isaac Galvan Mayor Pro-Tem, by the following vote on roll call:

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

CITY MANAGER'S REPORTS - There were no City Manager Reports.

CITY ATTORNEY'S REPORTS - There were no City Attorney Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RENAMING THE "WILLIAM LOVE POOL AND SLIDE" AREA AT LUEDERS PARK TO THE "OSCAR DE LA HOYA POOL AND SLIDE"

It was motion by Galvan, seconded by McCoy, for discussion.

Councilperson Galvan stated that he was unaware that the pool was named after a former councilperson and asked that the resolution be amended so that only the slide area is named after Oscar De La Hoya.

Mayor Brown thanked the City Clerk for conducting the research on the item.

Councilperson Sharif made comments in regards to the City's policy and procedure to naming things in the City of Compton - and asked that the City Council review this information prior to taking action.

Mayor Brown maintained that policies are guidelines and meant to give the City Council parameters in which they can act.

Councilperson Sharif stated that the policies and procedures were put in place to guide the City Council as they make decisions on behalf of the public.

On motion by Galvan, seconded by McCoy, to amend the resolution and name the slide area only after Oscar De La Hoya, by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Brown
NOES: Council Members - Sharif
ABSENT:Council Members - Zurita

On motion by Brown, seconded by Galvan, **Resolution # 24,372** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RENAMING THE "SLIDE" AT LUEDERS PARK TO THE "OSCAR DE LA HOYA SLIDE"**, was approved, by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Brown
NOES: Council Members - Sharif
ABSENT:Council Members - Zurita

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2015-2016 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ACCEPT FUNDS FROM THE UNITED STATES FOREST SERVICES (DEPARTMENT OF AGRICULTURE TREASURY) FOR MUTUAL AID ASSISTANCE ON THE MAD RIVER FIRE IN THE AMOUNT OF $171,210.67 AND TRANSFER FUNDS BETWEEN ACCOUNTS

It was motioned by Sharif, seconded by McCoy, for discussion.

Mayor Brown requested an explanation on behalf of the public.

City Manager Haley stated that the Compton Fire Department is a part of the mutual aid agreement and as part of that agreement, they are called upon to support fires across California. As it relates to this resolution, the cost for this particular activity was billed at $171,210.67 which will be allocated to the City's revenue account to pay the appropriate expenses to the Fire Department.

On motion by Sharif, seconded by McCoy, **Resolution # 24,373** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2015-2016 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ACCEPT FUNDS FROM THE UNITED STATES FOREST SERVICES (DEPARTMENT OF AGRICULTURE TREASURY) FOR MUTUAL AID ASSISTANCE ON THE MAD RIVER FIRE IN THE AMOUNT OF $171,210.67 AND TRANSFER FUNDS BETWEEN ACCOUNTS"** was approved, by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES

On motion by Sharif, seconded by Galvan, **Resolution # 24,374** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES" was approved, by the following vote on roll call:

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

#1.

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAE ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT (CIP# 15-01) AND THE ESTABLISHMENT OF A PURCHASE ORDER IN AMOUNT OF $176,680

It was motioned by McCoy, seconded by Sharif, for discussion.

Mayor Brown asked the City Manager to explain this project in detail and then also provide a presentation on behalf of new councilmembers.

City Manager Haley explained that this project will cover the following areas in the City with wider and colored crosswalks, pedestrian signals and lighting: 131st Street at Wilmington Avenue, El Segundo Boulevard at Wilmington Avenue, 133rd Street at Wilmington Avenue, Wilmington Avenue between 137th Street and 139th Street, Stockwell Street at Wilmington Avenue, 139th Street at Wilmington Avenue, Wilmington Avenue between El Segundo Boulevard and Rosecrans Avenue, and Rosecrans Avenue between Wilmington Avenue and the Compton Creek.

On motion by McCoy, seconded by Sharif, **Resolution # 24,375** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAE ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT (CIP# 15-01) AND THE ESTABLISHMENT OF A PURCHASE ORDER IN AMOUNT OF $176,680"** was approved, by the following vote on roll call:

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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR AGREEMENT WITH UTILITY COST MANAGEMENT, LLC TO PROVIDE UTILITY BILLING ANALYSIS AND COST RECOVERY SERVICES

Councilperson Sharif requested a brief explanation on behalf of the Compton community.

City Manager Haley answered that the average annual cost for gas and electrical services totals approximately $2.5M; and at times, the application of these factors may be inconsistent so sometimes the utility companies make mistakes in terms of billing. The City is requesting a three-year agreement with this company to provide auditing and cost recovery services. The company will not be paid unless the City receives a credit or refund for that particular bill and they will receive 50% of all proceeds.

On motion by McCoy, seconded by Sharif, **Resolution # 24,376** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR AGREEMENT WITH UTILITY COST MANAGEMENT, LLC TO PROVIDE UTILITY BILLING ANALYSIS AND COST RECOVERY SERVICES"** was approved, by the following vote on roll call:

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

12. 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

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

Robert Delgadillo, Senior Planner, stated that this item has come before the City Council twice, the last time was April 6, 2016 when at that time the request was made for a Phase I environmental report. Staff communicated that desire to the applicant, and the applicant has elected to not pursue preparing the report. They felt the circumstances surrounding the project did not warrant it and elected to bring the project back without the report. This is a parcel map which is a sub-division from one lot to three lots, to create three single family lots. 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 General Plan land use designation for this site is Low-Density Residential, which is consistent with the goals and 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 dwellings. Directly east is a legal nonconforming commercial business in an R-L zone. The proposed infrastructure improvements will include new sewer lines and sidewalks and the streets are already developed.

Mayor Brown acknowledged Councilperson Zurita's request for additional environmental information because of the adjacent use and being surrounded by residential homes; and her request for the Phase I environmental report.

Mr. Delgadillo stated that the only instance of an environmental concern for this property was a previous leak in an underground storage tank which has been closed. There are no existing environmental issues on site or surrounding the site.

On motion by Sharif, seconded by McCoy, **Resolution # 24,377** entitled **"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"** was approved, by the following vote on roll call:

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

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH AON RISK INSURANCE SERVICES WEST, INC. FOR RENEWAL OF ALL OF THE CITY’S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2016-2017 ($1,582,004.44)

On motion by Galvan, seconded by McCoy, **Resolution # 24,378** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH AON RISK INSURANCE SERVICES WEST, INC. FOR RENEWAL OF ALL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2016-2017 ($1,582,004.44)"** was approved, by the following vote on roll call:

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

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR RENTAL AND SERVICE AGREEMENT WITH BIGBELLY FOR SIX (6) DOUBLE KIOSK (BIGBELLY AND SMARTBELLY) STATIONS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $61,904.00

#1.

It was motioned by Galvan, seconded by McCoy, for discussion.

Mayor Brown requested an explanation on behalf of the public.

City Manager Haley reported that these stations will allow for an efficient way to capture trash and recyclable items at Wilson Park, Gonzales Park, Burrell McDonald Park, Kelly Park, and Lueders Park.

Mayor Brown requested a citywide announcement of these stations on behalf of the public.

Councilperson Sharif asked the City Manager why he is proposing a five year contract with a company that has an unknown history with the City.

Glen Kau, Director of Public Works, stated that the five year recommendation is due to a reduction in cost for the stations over a longer period of time. Additionally, approximately $29,000 of the $61,000 has to be spent by Thursday, otherwise the City will have to send the grant funding back to the state.

Mayor Brown questioned why this item is being brought to the City Council at this time and directed the City Manager to find a way to purchase trash cans and recycling bins for placement throughout the City by Thursday.

Mr. Kau made note that the units have the ability to communicate cellularly with computers as to how it is being used and when it is full, which keeps the City in compliance with the state's recycling program. In addition, the contract includes bi-annual maintenance of the units.

Mayor Brown requested the annual cost of these stations. Mr. Kau answered that the stations will cost approximately $12,000 annually for five years.

Mayor Brown stated that she cannot support five years for this service, and recommended a one-year contract and possible extension of the service.

Mr. Kau stated that there is a clause within the contract that allows the City to terminate the contract within 30 days at any time.

Mayor Brown reiterated her recommendation to purchase trash cans and recycle bins.

Michael Harvey, Water Department representative, assured Mayor Brown that the big belly system represents a cost savings to the City because it is a complete downloadable software, it reduces service, and compacts the trash.

Mayor Brown asked the City Manager to confirm the opt-out clause in the contract agreement.

Michael Harvey stated that item was received by Chief Deputy City Attorney Ruth Rugley and she added it in to protect the City.

City Attorney Cornwell recommended an amendment to the resolution to include a termination provision without clause, at whatever time-frame the City Council deems necessary.

On motion by Galvan, seconded by McCoy, **Resolution # 24,379** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR RENTAL AND SERVICE AGREEMENT WITH BIGBELLY FOR SIX (6) DOUBLE KIOSK (BIGBELLY AND SMARTBELLY) STATIONS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $61,904.00"** was approved with a termination clause without cause, by the following vote on roll call:

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

APPROVAL OF WARRANTS

15. Warrant #234113 - Date- 6/02/16 - Name - Yvonda Pleasant - Services- Décor & Scarves for Mother's Day Event- Amount- $3,519 - Requested by: Manager

    Warrant #234138 - Date- 6/06/16 - Name - Jaun Felix - Services- Emergency Board Up - Amount- $950 - Requested by: Building

    Warrant #234237 - Date- 6/13/16 - Name - SC Fueling Solutions - Services- Repair of City Yard Fuel Pump - Amount- $4,551.73 - Requested by: General Services

    Warrant #234243 - Date- 6/13/16 - Name - United Site Services of CA Inc. - Services- Portable Restrooms for Mayors Event - Amount- $300.74 - Requested by: Manager

    Total Amount- $9,321.47

Councilperson Sharif inquired about warrant number 234138 and whether or not the City uses the same person for this service.

David Dent, Director of Building and Safety, replied affirmatively.

Councilperson Sharif also asked the City Manager if these portable restrooms are being purchased in advance of an event. **City Manager Haley** stated that typically, the event is evaluated based on the existence of restroom facilities.

Mayor Brown inquired about the event in question.

City Manager Haley stated that the restrooms were used for the March for Peace event.

Councilperson McCoy clarified that payment for warrant number 234113 was at no cost to the tax-payers, it was a donation to the City.

On motion by Galvan, seconded by Sharif, the above warrants were approved, by the following vote on roll call:

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

16. Warrant #234284 - 6/14/16 - Zones Inc. - CPU Station for Council Member - $981.31 - Requested by: City Manager

    Warrant #234316 - 6/15/16 - BSN Sports - Shuffle Boards and HR Fence at Parks - $969.49 - Requested by: Parks

    Warrant #234317 - 6/15/16 - BSN Sports - Guards for HR Fences at Parks - $959.87 - Requested by: Parks

    Warrant #234322 - 6/15/16 - Dave Bang Assoc. Inc. of CA - Basketball System for Park - $6,553.35 - Requested by: Parks

    Total Amount - $9,463.99

On motion by Sharif, seconded by McCoy, the above warrants were approved, by the following vote on roll call:

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

#1.

17. Warrant # 234332 - Date- 6/15/16 - Name- Horizon Mechanical Contractors - Services- Pool and Pump Repair at Parks - Amount- $17,107 - Requested by: Parks

    Warrant # 234334 - Date- 6/15/16 - Name- Humble Communications - Services- Cabling for Surveillance at Dollarhide - Amount- $15,343.03 - Requested by: Parks

    Warrant # 234346 - Date- 6/15/16 - Name- Quill Corporation - Services- Office Supplies - Amount- $774.05 - Requested by: Building

    Warrant # 234355 - Date- 6/15/16 - Name- Best Restoration Services - Services- Emergency Board Up - Amount- $350 - Requested by: Building

    Total Amount - $20,293.99

On motion by Galvan, seconded by McCoy, the above warrants were approved, by the following vote on roll call:

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

18. Warrant # 234358 - Date- 6/15/16 - Name- CDWG - Services- CPU Locking Devices - Amount- $364.21 - Requested by: Parks

    Warrant # 234360 - Date- 6/15/16 - Name- Juan Felix - Services- Emergency Trash Abatement - Amount- $200 - Requested by: Building
    \
    Warrant # 234373 - Date- 6/16/16 - Name- Best Buy Business - Services- Laptop for Council Member McCoy - Amount- $2,450.89 - Requested by: Manager

    Total Amount - $3,015.10

On motion by Galvan, seconded by Sharif, the above warrants were approved, by the following vote on roll call:

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

19. Warrant # 234446 - Date- 6/22/16 - Name- Unifirst Corporation - Services- Uniforms for Parks and Recreation - Amount- $1,359 - Requested by: Parks

    Total Amount - $1,359.00

On motion by Sharif, seconded by McCoy, the above warrant was approved, by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson McCoy offered the following communications/announcements:

- Stated that she attended the Independent Cities Conference this past weekend and returned with information for the City Manager to look into regarding staff training and what to do if there is an active shooter in the City.

- A Movie in the Park will be presented at Burrell McDonald Park at 7 p.m. on Friday, July 22, 2016.

Meeting Adjournments
Fred Thomas
Eddie Stovall

Councilperson Sharif offered the following communications/announcements:

- Attended the Christian Clergy United Network Action Team (CCUNAT) meeting this past Saturday.

- "Fourth District Business to Business Roundtable" will be held Wednesday, June 29, 2016 from 10 a.m. to 12 p.m. at the Dollarhide Community Center. Law enforcement and City staff will be present. A light lunch will be served.

- "Fourth District Townhall meeting" will be held Wednesday, July 13, 2016 at 6 p.m. at Kelly Park. Light refreshments will be served.

- Wished Brenda Postelle a happy 75th birthday.

- Asked the City Manager to provide a status update on the Yellow Boxes. **City Manager Haley** assured Councilperson Sharif that he would prepare a written report for next week.

- Requested an update on bingo.

- City Manager Haley stated that he will present her with a memorandum next week regarding the City's strategies and progress.

Meeting adjournment
Mary Bicken

***Councilperson Galvan exited the meeting at 8:47 p.m.**

Mayor Brown offered the following communications/announcements:

- Stated that she also had the opportunity to attend the Diversity Breakfast hosted by CCUNAT.

- Commented on the success of the "Hustle Mommies Makeover" event. Recognized Ariel, Kioko, and Keisha Epps for making the event possible.

- Congratulated the winners of the "Community Fitness Challenge Obstacle Course & Final Weigh-In" over the weekend. Free yoga is being offered every Saturday at 9:30 a.m. at Burrell McDonald Park.

- Announced the lunching of a Young Ladies Empowerment Initiative called B.L.O.O.M. which stands for Becoming Ladies of Opulence and Magnitude. Orientation for mentors will be held Saturday, July 23, 2016 from 9 a.m. to 2 p.m. Space is still available for young ladies that want to participate in the program.

- Compton My Brother's Keeper (MBK) Young Men's Empowerment and Peace Summit" will be held July 29-31, 2016. Registration opens tomorrow.

- "Kaboom! Playground Design Day" will be held Wednesday, July 20, 2016. Design time is 4 p.m. for the youth and 5 p.m. for adults. RSVP at (562) 817-0822.

- Measure P is passing as of June 28, 2016 - with a 110 vote difference. 6,565 citizens voted yes (54.2%) and 6,455 citizens voted no (49.6%). Votes will be finalized on Friday, July 1, 2016.

#1.

- 23 Willowbrook Middle School students and three staff members will be representing the Greater Los Angeles Region and Compton Unified School District at the "Jefferson Awards Foundation Students in Action Competition" this week in Washington D.C.

- Requested a Water Reclamation and Run-Off Policy for the City of Compton for all city facilities and maintenance operations.

Meeting Adjournment
The City worker who lost in life while working on a City project.

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned at 9:04 p.m. in memory of **Fred Thomas**, **Eddie Stovall** and **Mary Bicken**, by the following vote on roll call:

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

____________________________ ____________________________

City Clerk of the City of Compton **Mayor of the City of Compton**

#2.

DATE: JULY 05, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF MAY 31, 2016.

DOUGLAS SANDERS
CITY TREASURER

#2.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
May 31, 2016

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	603,936.04	603,936.04	603,936.04	2.86	1	1	0.114	0.115
Local Agency Investment Funds	20,358,586.64	20,358,586.64	20,358,586.64	96.55	1	1	0.457	0.463
Managed Pool & Money Market Account	124,502.25	124,502.25	124,502.25	0.59	1	1	0.148	0.150
Investments	**21,087,024.93**	**21,087,024.93**	**21,087,024.93**	**100.00%**	**1**	**1**	**0.445**	**0.451**

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	7,580.76	76,475.65
Average Daily Balance	**19,812,758.96**	**21,742,364.91**
Effective Rate of Return	**0.45%**	**0.38%**

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council Gov Code 53646(b) (3)). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide sufficient cash to meet six months of estimated expenditures; there should be sufficient cash available. In August 2015 the City completed a TRAN's transaction of approximately $10 million with the balance due in June 2016. As of May 31, 2016 the eleventh month of the Fiscal Year 2015/2016, the City had an estimated total in the General City Bank account plus LAIF accounts of $14.1 million. At the time of this report period, approximately $3.9 million in payroll funding and outstanding warrants to be paid to vendors. Our PERS balance is approximately $8.4 million as of the date of this report period. PERS allocation from the May property tax revenue was $1,861,703.01 million. The City will receive more PERS parcel tax revenue in June 2016, due to the Governor signing a bill that allows all of the parcel tax for retirement collected on CRA/SUCCESSOR AGENCY to return to the City. The Federal Reserve has not increased rates since December 2015, however there may be an increase in June 2016 and they may increase it 2 or more times this year due to possible inflation. The City made its major Bond payments in August and September 2015. The City also made bond payments for the CRA/SUCCESSOR AGENCY in February 2016 and Bond Sewer and Water Bond payment for March 2016. The next major Bond payment is in August and September 2016. Over the last 5 years, our City continues in meeting its obligations to the vendors on payments, due to the combined efforts of Management, The City Controller's Office, as well as The Treasurer's Office, contributing to the success of our City.
The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 5/31/16
3 month T-Bill @ 0.3350%
6 month T-Bill @ 0.4700%
1 year T-Bill @ 0.6720%

6-27-16

DOUGLAS SANDERS, CITY TREASURER

Reporting period 05/01/2016-05/31/2016

Run Date: 06/27/2016 - 17:12

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
May 31, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			297,728.00	297,728.00	297,728.00	0.080	0.079	0.080	1	
4000	4000	Neighborhood Improvement			306,208.04	306,208.04	306,208.04	0.150	0.148	0.150	1	
		Subtotal and Average	**603,878.88**		**603,936.04**	**603,936.04**	**603,936.04**		**0.114**	**0.115**	**1**	
Local Agency Investment Funds												
6000	6000	General City			7,503,908.56	7,503,908.56	7,503,908.56	0.463	0.457	0.463	1	
6011	6011	SA Low Cost Housing			0.00	0.00	0.00	0.463	0.457	0.463	1	
6029	6029	Measure R			266,212.61	266,212.61	266,212.61	0.463	0.457	0.463	1	
6019	6019	EDA Revolving Loan			68,147.87	68,147.87	68,147.87	0.463	0.457	0.463	1	
6002	6002	Prop C			2,263,760.43	2,263,760.43	2,263,760.43	0.463	0.457	0.463	1	
6030	6030	PROP A			1,351,358.73	1,351,358.73	1,351,358.73	0.463	0.457	0.463	1	
6027	6027	River Mountain Conservancy			11,817.51	11,817.51	11,817.51	0.463	0.457	0.463	1	
6007	6007	Successor Agency General			9,693.00	9,693.00	9,693.00	0.463	0.457	0.463	1	
6003	6003	Sewer Bond Proceeds			832,799.20	832,799.20	832,799.20	0.463	0.457	0.463	1	
6022	6022	Regional Park			2,754,856.44	2,754,856.44	2,754,856.44	0.463	0.457	0.463	1	
2100	6021	Retirement Fund			5,296,032.29	5,296,032.29	5,296,032.29	0.463	0.457	0.463	1	
		Subtotal and Average	**19,084,393.09**		**20,358,586.64**	**20,358,586.64**	**20,358,586.64**		**0.457**	**0.463**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,969.01	123,969.01	123,969.01	0.150	0.148	0.150	1	
5005	5005	Rental Rehab Prg Money Market			203.13	203.13	203.13	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.11	330.11	330.11	0.040	0.039	0.040	1	
		Subtotal and Average	**124,486.99**		**124,502.25**	**124,502.25**	**124,502.25**		**0.148**	**0.150**	**1**	
		Total and Average	**19,812,758.96**		**21,087,024.93**	**21,087,024.93**	**21,087,024.93**		**0.445**	**0.451**	**1**	

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
MAY 31, 2016

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,284,962.93
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	6,849,090.40
1520	MEASURE R	BANK OF THE WEST	246,704.16
2000	PROP A	BANK OF THE WEST	309,199.19
4000	SA GENERAL	BANK OF THE WEST	5,975,718.54
1203	SA LOW COST HOUSING	BANK OF THE WEST	2,645,128.70
2100	PERS	BANK OF THE WEST	2,025,513.51
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	297,728.00
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	8,748.73
2805	HOME LOAN PROGRAM	BANK OF THE WEST	285,116.60
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,428,871.82
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	8,805.90
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	158,931.50

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
MAY 31, 2016

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	70.00
1900	PROP C	BANK OF THE WEST	305,104.01
6300	WORKERS COMP	BANK OF THE WEST	142,806.19
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,575,818.73
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	749,514.75
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	175,221.87
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	523,925.20
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,784,016.34

July 5, 2016

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS REGARDING A FIREWORKS PROGRAM FOR THE CITY OF COMPTON (July 19, 2016 at 6:00 p.m.)**

SUMMARY:

Staff is requesting that the City Council hold a public hearing to receive public comment on what type of fireworks program is best suited for the City of Compton.

BACKGROUND:

Currently, the Compton Municipal Code (Chapter 22-2) authorizes the City of Compton to issue permits for Charitable organizations to sell safe and sane fireworks in the City. Up to 12 successful lottery participants can receive the permit to sell fireworks for two years in celebration of the July 4th holiday. The charitable organizations agree to use the net proceeds derived from its operations under the license for the benefit of the City of Compton.

STATEMENT OF THE ISSUE:

Every year after the July 4th holiday, City Council is faced with several complaints from residents regarding the noise and smoke associated with the citizens fireworks participation. Various proposals have been articulated to City Council from continuing with our current system, instituting a complete ban or creating a city sponsored fireworks presentation and banning the public use of safe and sane fireworks. Staff believes further public discussion is warranted.

RECOMMENDATION:

Staff recommends that we hold a public hearing to receive further public comments on the issue of fireworks.

CRAIG CORNWELL
CITY ATTORNEY

July 5, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON

SUMMARY

Adoption of this ordinance will grant a twenty-five (25) year franchise (i.e. August 5, 2016 through August 4, 2041), to Torrance Pipeline Company, LLC to operate, install, maintain, replace, remove and/or repair pipelines and appurtenances for the transportation of oil, hydrocarbon substances, refined petroleum products including cathodic protection facilities necessary or convenient for the Grantee's business situated within the jurisdiction of the City of Compton.

BACKGROUND

A primary method of transporting petroleum, both in its crude and refined varieties is via pipelines that traverse beneath various roadways. Section 1501 of the Compton City Charter provides that any person, firm or corporation furnishing the City or its inhabitants with any public utility or service, or using the public streets, ways, alleys or places for the operation of plants, works or equipment for the furnishing thereof or traversing any portion of the City for the transmitting or conveying of any such service elsewhere may be required by ordinance to have a valid and existing franchise.

On April 24, 1979, the City Council adopted Ordinance No. 1,581, which granted a twenty-five (25) year (April 24, 1979 through April 23, 2004), petroleum pipeline franchise to Mobil Oil Corporation (currently known as ExxonMobil Oil Corporation – "ExxonMobil"). Presently, this franchise has been recognized as being in hold-over status.

A second petroleum pipeline franchise was granted to Mobil Oil Corporation by Ordinance No. 1,903, adopted by the City Council on July 20, 1993. This

Ordinance granted a franchise retroactively effective as of July 7, 1991, with an initial term of five (5) years and an option for Mobil Oil Corporation and the City to extend the franchise for four (4) additional five (5) year terms. The City Council has adopted the extension resolutions as follows:

1. Initial Term: 07/07/1991 thru 07/06/1996 Ordinance No. 1,903
2. Extension #1: 07/07/1996 thru 07/06/2001 Resolution No. 18,347
3. Extension #2 07/07/2001 thru 07/06/2006 Resolution No. 20,272
4. Extension #3 07/07/2006 thru 07/06/2011 Resolution No. 22,838
5. Extension #4 07/07/2011 thru 07/06/2016 Resolution No. 23,341

STATEMENT OF ISSUE

ExxonMobil entered into a Sale and Purchase Agreement with PBF Holding Company, LLC ("PBF") to purchase the assets covered by both Franchise Ordinance No. 1581 and Franchise Ordinance No. 1903. The pipelines will be owned by Torrance Pipeline Company, LLC ("Torrance Pipeline") and Torrance Logistics Company, LLC ("Torrance Logistics") will be the operator. PBF is the parent company of Torrance Pipeline and Torrance Logistics.

City staff recommends and Torrance Pipeline desires to combine both pre-existing franchise Ordinances – Nos. 1,581 and 1,903 – into one (1) franchising ordinance for a term of twenty-five (25) years; effective August 5, 2016 through August 4, 2041; to eliminate confusion, maximize efficiencies and minimize administrative costs.

Key provisions of the proposed franchise ordinance are as follows:

Term: The new franchise shall be effective August 5, 2016 and expire on August 4, 2041.

Franchise Fees: The base annual fee shall be approximately Seventy Nine Thousand One Hundred Fifteen Dollars and Fifty-Two Cents, ($79,115.52). The fees shall vary based on adjustments with the Annual Consumer Price Index ("CPI"), but in no case shall a year's payment be less than the preceding one.

The pipeline routes and facilities are listed on "Exhibit A," attached hereto and incorporated herein.

In accordance with Section 1502 of the Compton City Charter, on June 14, 2016, the City Council adopted Resolution No. 24,354, declaring its intention to grant the proposed franchise to Torrance Pipeline Company, LLC and fixing a date, time and place when any persons having any interest therein or objection to the granting of the franchise may appear before the City Council and be heard thereon. A duly noticed, public hearing was conducted before the City Council on July 5, 2016.

FISCAL IMPACT

Torrance Pipeline has indicated its willingness to abide by all terms and conditions of the proposed Franchise Ordinance. This recommended ordinance includes an updated franchise combining both of the existing Ordinances. The proposed fee schedule is consistent with the Franchise Ordinance provisions currently held with the City.

The proposed annual compensation base will result in revenue to the General Fund in the amount of $79,115.52 for Fiscal Year 2016-2017 and will be adjusted annually by the CPI. The Ordinance provides that annual payments will be due and payable on July 1st of every year.

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

RLH:GK:JS

#4.

ORDINANCE NO.___________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON

WHEREAS, Section 1501 of the Compton City Charter authorizes the City to grant franchises to any person, firm or corporation furnishing the City or its inhabitants with transportation, communication, terminal facilities, water, light, heat, power, refrigeration, storage or any other public utility or service, or using the public streets, ways, alleys, or places for the operation of plants, works, or equipment for the furnishing thereof or traversing any portion of the City for the transmitting or conveying of any such service elsewhere may be required by ordinance to have a valid and existing franchise; and

WHEREAS, the use of public streets and ways for the transport of refined petroleum products in pipelines within the jurisdiction of the City requires a franchise as contemplated by Section 1501 of the Compton City Charter; and

WHEREAS, Ordinance No. 1,581, adopted April 24, 1979, granted a twenty-five (25) year franchise to Mobil Oil Corporation (now known as ExxonMobil Oil Corporation) to operate, maintain, replace and repair certain pipelines and appurtenances for the transportation of refined petroleum oil in the City of Compton; and

WHEREAS, the term of the franchise granted by Ordinance No. 1,581 expired on April 23, 2004; and

WHEREAS, a second franchise was granted to ExxonMobil Oil Corporation pursuant to Ordinance No. 1,903, adopted on July 20, 1993, which also granted a petroleum pipeline franchise effective July 7, 1991 for a term of five (5) years with an option to extend the franchise for four (4) five (5) year terms; and

WHEREAS, the term of the franchise granted by Ordinance No. 1,903 shall expire on July 6, 2016; and

WHEREAS, ExxonMobil Oil Corporation entered into a Sale and Purchase Agreement with PBF Holding Company, LLC to purchase the assets covered by Franchise Ordinance No.'s 1581 and 1903 and these pipeline assets shall be transferred into the name of Torrance Pipeline Company, LLC; and

WHEREAS, the City and Torrance Pipeline Company, LLC desire to combine both franchises into one franchising ordinance for a term of twenty-five (25) years (i.e. August 5, 2016 through August 4, 2041), to eliminate confusion, maximize efficiencies and minimize administrative costs; and

WHEREAS, the City Council held a public hearing pursuant to Section 1502 of the Compton City Charter on Tuesday, July 5, 2016 to receive public comments on the proposed granting of the twenty-five (25) year petroleum pipeline franchise to Torrance Pipeline Company, LLC; and

#4.

WHEREAS, Torrance Pipeline Company, LLC, doing business in California has made application to the City Council of the City of Compton for a franchise to be upon the following terms, provisions and conditions.

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

Section 1. Nature and Extent of Grant:

The **CITY OF COMPTON** hereinafter also referred to as **"CITY,"** herewith grants to **TORRANCE PIPELINE COMPANY**, **LLC,** its successors and assigns, hereinafter referred to as **"GRANTEE,"** subject to the terms and conditions herein contained, the right, privilege and franchise to install, operate, maintain, replace, change the size of, abandon in place, remove and/or repair the existing pipeline for the purpose of transporting refined petroleum products, oil, hydrocarbon substances, together will all appurtenances and service connections necessary or convenient to properly maintain and operate said pipelines, including cathodic protection facilities, necessary or convenient for the Grantee's business, hereinafter collectively called "franchise property". The pipeline is currently located in certain public streets, highways or public property now existing or hereafter dedicated, hereinafter collectively called "streets", located in the **CITY**, described in "Exhibit A," which is attached hereto and incorporated herein.

Section 2. Duration of Franchise:

The franchise shall be effective on August 5, 2016. The term of this franchise shall be for twenty-five (25) years, terminating on August 4, 2041. The **CITY** reserves the right to limit this franchise prior to its expiration in the event:

A. GRANTEE fails to comply with any of the provisions hereof; provided, however, that if such failure to comply shall be due to a cause beyond the control of the **GRANTEE,** the franchise shall not be so terminated; and provided further that this franchise shall not be so terminated unless the **GRANTEE** is given written notice of such noncompliance and fails within ninety (90) days of the date of such notice to commence and thereafter diligently prosecute to completion the corrective action necessary to cure such noncompliance. Notwithstanding the foregoing, if **GRANTEE'S** noncompliance is of such kind or nature as to cause a hazard to the public or endanger the public peace, health safety or general welfare, the **CITY'S** Director of Public Works may so notify the **GRANTEE** and reduce the period during which **GRANTEE** shall commence the work necessary to correct such noncompliance. In the event the **GRANTEE** fails to commence the corrective action within the time specified, as an alternative to terminating this franchise, the **CITY** may do the corrective work at the **GRANTEE'S** expense.

B. Any provision herein becomes invalid or unenforceable and the **CITY** expressly finds that such provisions constitute a consideration material to the granting of this franchise, then this franchise may be terminated by the **CITY** on ten (10) days written notice.

#4.

<u>Section 3.</u> **<u>Pipeline Operations:</u>**

A. Applicable Rules: The **GRANTEE** agrees to operate, install, maintain, replace and repair the pipelines and appurtenances in a good workmanlike manner, and in conformity with all regulations now or hereafter adopted by the State Fire Marshal.

B. Repairs and Street Excavations:

1. The work of maintaining or repairing all pipelines and appurtenances covered by this franchise shall be conducted with the least possible hindrance to the use of the streets.

2. The **GRANTEE** shall have the right to make all necessary street excavations for the purpose of exercising the rights granted by this franchise, but nothing herein contained shall relieve the **GRANTEE** from the provisions of any **CITY** ordinance or law that may be in force at the time requiring that permits be obtained for street excavations before such work is commenced.

All excavations shall be made and back-filled in strict compliance with all **CITY** ordinances that may be in effect at the time of the performance of the work and shall be made as not to interfere unreasonably with the free use of the streets by the public.

Upon completion of the work for which street excavations are made, all portions of the streets which have been excavated or otherwise damaged by such excavation work shall be restored to their original condition or equivalent to the satisfaction of the Director of Public Works.

C. Cleanup of Breaks and Leaks: If any portion of any street shall be damaged by reason of breaks or leaks in any pipeline or appurtenance maintained or repaired under this franchise, or if any street, sidewalk, sewer, storm drain, waterline, or other facility be contaminated by any substance transported in said pipelines, the **GRANTEE** shall at its own expense immediately repair or clean up or cause to be repaired or cleaned up, any such damage or contamination and put such street, sidewalk, sewer, storm drain, waterline or other facility in **as** good condition as it was before such break or leak to the satisfaction of the Director of Public Works. Such cleanups shall be accomplished in a timely manner, with as little public disruption as possible. Emergency repairs of franchise property may be commenced without prior permit; provided however, that the **GRANTEE** no later than the next normal working day shall notify by telephone, the Director of Public Works of any such work and shall within the next seven (7) calendar days apply for an excavation permit authorizing such emergency work.

D. Emergency Crews and Equipment: At all times during the term of this franchise, the **GRANTEE** shall maintain, on a twenty-four (24) hour basis, personnel to operate the pipeline system, including monitoring the leak detection system and the communications equipment. In addition, during the term of this franchise, the **GRANTEE** shall maintain on a twenty-four (24) hour basis, adequate standby equipment and properly trained emergency standby crews, within a radius of twenty-five (25) miles from any facilities maintained pursuant hereto, for the purpose of implementing emergency response, such as, shutting off the pressure and the flow of contents of such facilities, repairs, oil-spill cleanup, preventing or minimizing damage or the threat of any damage to people or the environment in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood, fire, leakage or other cause whatsoever.

E. Changes Required by Public Improvements: Whenever, during the existence of this franchise, the **CITY** shall change the grade, width, or location of any street in any manner, including the laying of sewer, storm drain, conduits, gas, water or other pipes owned or operated by the **CITY** or any other public agency, under the jurisdiction of the **CITY**, or construct any pedestrian tunnels, or other work of the **CITY** (the right to do all of which is specifically reserved to the **CITY** without any admission on its part that it would not otherwise have such rights) and such work shall, in the opinion of the Director of Public Works, render necessary any change in the position or location of any facilities of the **GRANTEE** in the street, the **GRANTEE** shall, at its sole cost and expense begin and thereafter diligently perform the necessary work to completion, in conformity with the written notice of the Director of Public Works as provided hereinafter. However, the **CITY** shall not require any relocation or modification which will have the effect of depriving the **GRANTEE** of a continuous and contiguous pipeline right-of-way. Except as provided herein before in this section, when such rearrangement is done for the accommodation of any person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party in advance of such arrangement, shall: (1) deposit with the **GRANTEE** in cash an amount, as in the reasonable discretion of the **GRANTEE** shall be required to pay the costs of such rearrangement; and (2) shall execute an instrument agreeing to indemnify and hold harmless the **GRANTEE** from any and all damages caused by such rearrangement.

Nothing contained in this franchise shall be construed to require the **CITY** to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, or to require the **CITY** or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the **GRANTEE**.

The **GRANTEE** shall be given not less than one hundred twenty (120) days written notice of any rearrangement of facilities which the **GRANTEE** is required to make hereunder. Such notice shall specify in reasonable detail the work to be done by the **GRANTEE** and shall specify the time that such work is to be accomplished. In the event that the **CITY** shall change the provisions of any such notice given to the **GRANTEE**, **GRANTEE** shall be given an additional period of not less than ninety (90) days to accomplish work.

F. Abandoned or Removal of Franchise Property: At the expiration, renovation or termination of this franchise or of the permanent discontinuance of the use of its facilities or any portion thereof, the **GRANTEE** shall, within ninety (90) days thereafter, make a written application to the Director of Public Works for authority (as determined by the **GRANTEE)** either: (1) to abandon all, or a portion, of such facilities in place; or (2) to remove all, or a portion of such facilities. Such application shall describe the facilities desired to be abandoned or removed by reference to the map or maps required hereinafter and shall also describe with reasonable accuracy the relative physical condition of such facilities. The Director of Public Works shall determine whether such abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected. He/She shall then notify the **GRANTEE**, and according to such requirements as shall be specified in the Public Works Director's order, the **GRANTEE** shall, within ninety (90) days thereafter, either:

1. Remove all or a portion of such facilities; or

#4.

2. Abandon in place all or a portion of such facilities, as set forth in the Public Director's order.

If any facilities to be abandoned in place, subject to prescribed Conditions, shall not be abandoned in accordance with all such conditions, then the Director of Public Works may take additional appropriate steps, including, if he/she deems desirable, issuance of an order that the **GRANTEE** shall remove all such facilities in accordance with applicable requirements. In the event the **GRANTEE** shall fail to remove any facilities which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the Director of Public Works, then the **CITY** may remove or cause to be removed such facilities at the **GRANTEE'S** expense and the **GRANTEE** shall pay to the **CITY** the actual cost thereof, plus the current rate of overhead being charged by the **CITY** for reimbursable work.

G. **Suspension of Operations**: If, for any reason, the **GRANTEE** suspends operations of any pipeline contained in the franchise for a period in excess of ninety (90) days, the **GRANTEE** shall notify the Director of Public Works. During this period of suspended operations, the GRANTEE shall maintain its normal pipeline surveillance and all cathodic protection systems to insure pipeline integrity. This shall continue until such a time as the line is returned to service or abandoned in accordance with provisions mentioned hereinbefore.

Section 4. Maps and Records:

Within ninety (90) days following the date on which the pipeline has been relocated under this franchise, **GRANTEE** shall file as-built drawings and maps in such form as may be required by the City Engineer, the location, length and size of all of its facilities then in place; and shall, upon installation of any additional facilities, or upon removal, change or abandonment of all or any portion thereof, file revised as-built drawings and maps showing the location, length and size of all such additional, removed or abandoned facilities as of that date.

Section 5. Compensation to the City:

Upon the adoption of this franchise ordinance, the **GRANTEE** shall pay to the **CITY** annually in advance for the term of this franchise, a base annual fee calculated as follows:

Pipe Internal Diameter	Rate (per lineal foot)
Four (4) inches	$.229
Six (6) inches	$.449
Eight (8) inches	$.742
Twelve (12) inches	$1.549

Compensation provided for above shall be due and payable on July 1st of each year. Commencing with the first payment due, the base annual fee shall be multiplied by the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, CA, "All Items" prepared by the United Sates Bureau of Labor Statistics, Department of Labor, for the month of April, and divided by the base index of April 1991, with said index having a value set at 140.70. However, in no event shall any annual Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, CA be less than the preceding annual index, and in no event shall the multiplying factor be less than one. If said Bureau discontinues the preparation and publication of the Consumer Price Index, All Urban

Consumers, Los Angeles-Riverside-Orange County, CA, “All Items”, and if no transposition table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the Base Index, then the City Council shall prescribe a rate of payment which shall, in its judgment, vary from rates specified in this subsection in approximate proportion as commodity consumer prices, then current. Upon this point, the determination by the City Council shall be final and conclusive. Notwithstanding the provision of this Item 5, the **GRANTEE** shall be liable to pay the **CITY** the annual fee for the period to and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment “in place’ authorized by the **CITY**, and until the **GRANTEE** shall have fully complied with all the provisions of the law or ordinances relative to such abandonments.

In the event of partial abandonment of facilities with the approval of thee **CITY** as elsewhere herein provided, or in the event of partial removal of such facilities by the **GRANTEE**, the payment otherwise due the **CITY** for occupancy of the streets by such facilities shall be prorated beginning the first day of the next succeeding franchise year; and for each franchise year thereafter, at the prorated amount per each linear foot of pipeline abandoned or removed; provided, however, that the said base rate shall be modified to reflect the Price Index adjustment (as provided hereinbefore) applicable to such abandoned or removed pipeline at the beginning of the next succeeding franchise year following abandonment or removal.

All annual payments shall be paid, without deduction or offset to the office of the City Controller at 205 South Willowbrook Avenue, Compton, California, 90220, or at such place as the **CITY** shall from time to time designate in writing. In the event any payment required hereunder is late, the following schedule of late charges shall be applicable to that portion which is overdue.

a. Late ten (10) days but under thirty (30) days - 2% of the amount due; plus

b. For each additional thirty (30) days or fraction thereof over thirty (30) days - an additional 2% for each thirty (30) days or fraction thereof; however in no event shall such penalty exceed twenty-five percent (25%).

Section 6. Responsibility:

A. Indemnification: The **GRANTEE**, by the acceptance or use of the franchise hereby granted, agrees to indemnify, defend and hold harmless, to the maximum extent permitted by law, the **CITY**, its elected officials, officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage and regardless of whether the allegations are false, fraudulent or groundless), costs and expenses (including reasonable attorney’s fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the **GRANTEE’s** use of the **CITY** streets hereunder or arising out of any of the operations and/or activities of the **GRANTEE** pursuant to this franchise, excepting any claim, demand or cause of action arising out of the negligent or willful conduct of the **CITY**, its officials, officers, agents and/or employees.

#4.

CITY may, in its sole and absolute discretion, select counsel of its choosing to defend against any asserted liability, suit, action, proceeding, judgment, claim, loss, lien, damage, injury, cost or expense which is subject to indemnification obligations set forth herein. **GRANTEE** shall be required to fully reimburse the **CITY** for the legal fees and all related litigation and expert costs of such defense.

B. <u>Insurance:</u> On or before any commencement of any franchise operations, the **GRANTEE** shall obtain, pay for and maintain in full force and effect throughout the term of this franchise, an insurance policy or policies that fully protects the **CITY** from claims and suits for bodily injury and property damage. The insurance shall be issued by an insurance carrier or carriers which is duly authorized and qualified to engage in such insurance business under the laws of the State of California, insuring the **CITY** against any liability for loss resulting from or arising out of any operations and/or activities of the **GRANTEE** pursuant to this franchise. The policy or policies must include a signed endorsement naming the **CITY**, its officials, officers, agents and employees, as additionally insured's; provide that the **GRANTEE's** insurance is primary and that no other insurance available to the **CITY** will be called on to contribute to a loss covered under the policy or policies; provide that **GRANTEE's** insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought; and, provide at least thirty (30) days' advance written notice of cancellation, termination or reduction of coverage. The insurance must afford coverage for the **GRANTEE's** use, operation and activities, vehicles, equipment, facility representatives, agents and employees as follows:

1. Commercial General Liability Insurance with combined single limit liability coverage for bodily injury and property damage, and including coverage for contractual liability; personal injury; explosion, collapse and underground damage hazards; products; and completed operations in an amount equivalent to not less than Ten Million Dollars ($10,000,000.00) per occurrence.

2. Workers' Compensation Insurance in compliance with the laws of the State of California and Employer's Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claimant.

3. Business Automobile Liability Insurance with separate per occurrence limits for bodily injury and property damage, including rented, leased, hired, scheduled, owned and non-owned auto and/or equipment coverage, as applicable, or in a combined single limit in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

Notwithstanding the above, and subject to approval by **CITY**, **GRANTEE** may provide a program of self-insurance. Any self-insurance program maintained by **GRANTEE** shall comply with the provisions and the specified limits contained herein. **GRANTEE** shall provide each year for the duration of the franchise, written notification to the **CITY** of its intent to self-insure.

Such insurance policies shall be maintained by the **GRANTEE** for the life of this franchise, and on the first anniversary of this franchise, and on every one thereafter, **GRANTEE** will provide updated evidence that such insurance is in force. The **CITY** has the right during the terms of this franchise to increase the amount and scope of coverage. The **CITY** covenants that it will not exercise such right in an unreasonable manner.

<u>Section 7.</u> <u>Assignment:</u>

GRANTEE shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or in part sold, transferred, leased, assigned, or disposed of except to a corporation acquiring or owning a portion of the assets of the **GRANTEE** without the consent of the **CITY** expressed by ordinance or resolution, as may be required.

Section 8. Faithful Performance Bond:

On or before the effective date of the ordinance granting the franchise, **GRANTEE** shall file and thereafter at all times during the life of the franchise keep on file with the City Clerk, a corporate surety bond approved by the City Attorney payable to the **CITY** in the penal sum of One Hundred Thousand Dollars ($100,000.00), with a surety to be approved by the City Attorney, conditioned that **GRANTEE** shall well and truly observe, fulfill and perform each condition of the franchise and that in case of any breach of condition of the bond, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If said bond is filed prior to the effective date of the ordinance granting the franchise, the award of the franchise may be set aside and the ordinance granting the franchise repealed at any time prior to filing of said bond and any money paid in consideration for said award of the franchise shall be forfeited. In the event that said bond, after it has been so filed, shall at any time during the life of the franchise become insufficient, **GRANTEE** agrees to renew said bond, subject to the approval of the City Attorney within ten (10) days written notice to do so from the Director of Public Works.

Section 9. Acceptance:

This franchise is granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the **GRANTEE** shall, within ten (10) days after the adoption of the ordinance granting said franchise, file with the City Clerk of the City of Compton, a written acceptance of such terms and conditions.

This franchise is granted upon each and every condition contained herein and shall ever be strictly construed against the GRANTEE. Each of said condition is a material and essential condition to the granting of this franchise.

Section 10. Affirmative Action:

Throughout the term of the franchise, the **GRANTEE** shall maintain an acceptable Affirmative Action Program, which assures that job applicants are sought and employed and that employees are treated during their employment without regard to their race, color, or national origin or ancestry, sex or religion and shall file documentary evidence thereof within thirty (30) days on written demand thereof by the City Manager.

Section 11. Eminent Domain:

No franchise granted by the **CITY** shall in any way impair or affect the right of the **CITY** or of any successor in authority to acquire the property of the **GRANTEE** by purchase or condemnation, and nothing contained in such a franchise shall be construed to contract away, modify or abridge either for a term or in perpetuity the **CITY'S** right of eminent domain in respect to any public utility.

Section 12. Cancellation of Prior Ordinance(s):

#4.

That this Franchise Ordinance shall entirely supersede and replace both Franchise Ordinance 1,581 and Franchise Ordinance 1,903. The parties agree that the aforementioned franchises shall terminate on the date and time this Franchise Ordinance becomes effective.

Section 13. Said franchise is not and shall not be exclusive.

Section 14. That if any section, subsection, sentence, clause or phrase hereof us for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this legislation and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses or phrased be declared invalid or unconstitutional.

Section 15. That copies of this Ordinance shall be forwarded to the offices of the City Manager, City Controller, City Attorney and the Department of Public Works/Municipal Utilities.

Section 16. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

Section 17. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this ___ day of _____________, 2016.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

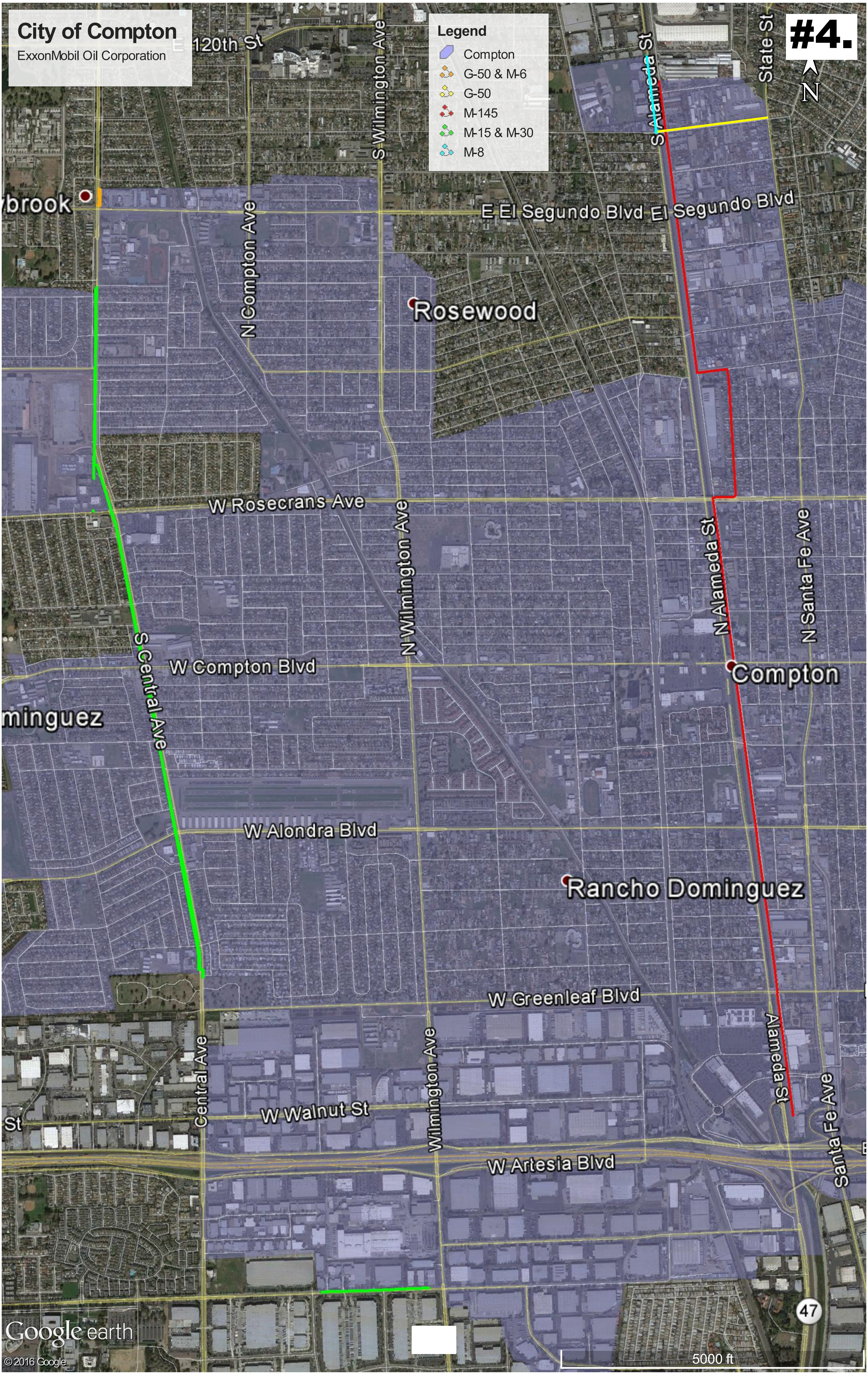
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance was duly 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 Ordinance was adopted by the following vote, to wit:

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

____
CITY CLERK OF THE CITY OF COMPTON


City of Compton
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Legend
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M-15 & M-30
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© 2016 Google
5000 ft

#4.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON (First Reading)**

Glen Kau — **6/15/2016 6:15:01 PM**

DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **6/21/2016 4:45:57 PM**

CITY ATTORNEY — DATE

Austin Okonta — **6/16/2016 12:23:35 PM**

CITY CONTROLLER — DATE

Roger Haley — **6/16/2016 12:00:56 PM**

CITY MANAGER — DATE

Use when:

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

July 5, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W.C. KAU, DIRECTOR OF PUBLIC WORKS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSIT VEHICLE LEASE AGREEMENT WITH MV TRANSPORTATION, INC. FOR A MONTH-TO-MONTH LEASE OF TWO TRANSIT VEHICLES FOR USE IN PROVIDING FIXED ROUTE TRANSIT SERVICES PURSUANT TO THE TRANSIT AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $50,000

SUMMARY

This resolution will authorize the City Manager to enter into a Transit Vehicle Lease Agreement with MV Transportation, Inc. (“MV”) for a month-to-month lease of two transit vehicles for use in providing Fixed Route Transit Services pursuant to the Transit Agreement between the City of Compton and MV and issue a purchase order in an amount not to exceed $50,000.

BACKGROUND

On November 25, 2014, pursuant to Resolution No. 24,047, the City Council authorized a three (3) year agreement (November 19, 2014 through November 18, 2017) with MV for the provision of Fixed Route Transit Services for the City of Compton.

Pursuant to the Transit Agreement, the City is responsible to provide at least five (5) transit vehicles for MV to use in providing Fixed Route Transit Services for the City.

Due to major mechanical problems, at least two of the City-owned transit vehicles are unavailable for use by MV to perform the transit services required by the Transit Agreement. Thus, until the transit vehicles can be repaired or replaced by the City, there is the need of utilizing/providing transit vehicles from another source.

On April 12, 2016, MV provided correspondence to City staff of their willingness to provide two (2) 2014 IC Diesel – StarCraft All Star XLT 40 passenger buses to the City.

MV has vehicles available and is willing to lease to the City, two (2) transit vehicles on a month-to-month basis for use by MV in providing Fixed Route Transit Services per to the Transit Agreement.

During the term of the lease agreement, the City is required to pay to MV Transportation for the exclusive use of the transit vehicles the sum of $3,000 per month, per transit vehicle provided, for a total monthly lease amount of $6,000. The City is also required to pay a “one-time delivery fee” of $750 payable on the first monthly invoice.

STATEMENT OF THE ISSUE

In order for the City Manager to enter into a Transit Vehicle Lease Agreement with MV for the month-to-month lease of two transit vehicles for use in providing Fixed Route Transit Services pursuant to the Transit Agreement and issue a purchase order in an amount not to exceed $50,000, City Council authorization is necessary.

ALTERNATIVE

The City could choose not to lease the two buses from MV Transportation and risk disruption to the Fixed Route Transit Services.

FISCAL IMPACT

Funds in the amount of $50,000 are available in the Public Work Department’s 2016-2017 Fiscal Year’s Budget in Account No. 2000-710-000-4269.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

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

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RLH:GK:JS

#5.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSIT VEHICLE LEASE AGREEMENT WITH MV TRANSPORTATION, INC. FOR A MONTH-TO- MONTH LEASE OF TWO TRANSIT VEHICLES FOR USE IN PROVIDING FIXED ROUTE TRANSIT SERVICES PURSUANT TO THE TRANSIT AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $50,000

WHEREAS, on November 25, 2014, pursuant to Resolution No. 24,047, the City Council authorized a three (3) year agreement (November 19, 2014 through November 18, 2017) with MV Transportation, Inc. for the provision of Fixed Route Transit Services for the City of Compton; and

WHEREAS, pursuant to the Transit Agreement, the City is responsible to provide at least five (5) transit vehicles for MV Transportation to use in providing Fixed Route Transit Services for the City; and

WHEREAS, due to major mechanical problems, at least two of the City-owned transit vehicles are unavailable for use by MV Transportation to perform the transit services required by the Transit Agreement and thus, until the transit vehicles can be repaired or replaced by the City, there is the need of utilizing transit vehicles from another source; and

WHEREAS, on April 12, 2016, MV Transportation, Inc. provided correspondence to City staff of their willingness to provide two (2) 2014 IC Diesel – StarCraft All Star XLT 40 passenger buses to the City; and

WHEREAS, MV Transportation has available and is willing to lease to the City, two (2) transit vehicles on a month-to-month basis for use by MV Transportation in providing Fixed Route Transit Services pursuant to the Transit Agreement; and

WHEREAS, during the term of the lease agreement, the City is required to pay to MV Transportation for the exclusive use of the transit vehicles the sum of $3,000 per month, per transit vehicle provided, for a total monthly lease amount of $6,000. The City is also required to pay a “one-time delivery fee” of $750 payable on the first monthly invoice; and

WHEREAS, funds in the amount of $50,000 are available in the Public Work Department’s 2016-2017 Fiscal Year’s Budget in account no. 2000-710-000-4269.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to execute a Transit Vehicle Lease Agreement with MV Transportation, Inc. for a month-to-month lease of two transit vehicles for use in providing Fixed Route Transit Services pursuant to the Transit Agreement.

SECTION 2. That the City Manager is authorized to issue a purchase order to MV Transportation, Inc., in an amount not to exceed Fifty Thousand Dollars ($50,000).

#5.

SECTION 3. That funds in the amount of $50,000 are available in the Public Works 2016-2017 Fiscal Year budget in Account No. 2000-710-000-4269.

SECTION 4. That a copy of this Resolution shall be forwarded in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works 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-
ABSTAINS: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

____
CITY CLERK OF THE CITY OF COMPTON

#5.

The **Allstar** Series

STARCRAFT BUS

a division of Forest River, Inc.

Safety. Performance. Durability.

#5.

MV TRANSPORTATION, INC.

April 12, 2016

Via email

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
Attn: John Strickland

Re: Additional Buses Provided By MV

Dear John :

As you are aware, MV Transportation, Inc. ("**MV**") and the City of Compton (the "**City**") are parties to that certain Agreement for Fixed Route Transit Services, dated effective as of November 19, 2014, pursuant to which MV provides transportation services for the City (the "**Agreement**"). The purpose of this letter is to confirm our recent discussions regarding the additional buses the City has requested that MV provide in connection with the services provided by MV under the Agreement.

As we discussed, MV will provide two (2) 2014 IC Diesel - StarCraft All Star XLT 40 passenger buses (VINs: 5WEASAAN5DH417214 and 5WEASAAN7DH417215) as requested by the City. MV will charge the City at a rate of $3,000.00 per bus per month (a total of $6,000.00 per month), and will include those charges on MV's normal monthly invoices. In addition, MV will charge the City a one-time fee of $750.00 for delivery of the buses, and the City will reimburse MV for annual vehicle registration costs. The foregoing agreement related to the provision of additional buses shall continue on a month-to-month basis until terminated by the City upon 30 days' notice to MV (or upon the expiration or termination of the Agreement, whichever occurs first).

Please confirm the City's agreement with the foregoing terms by signing below and returning a signed copy of this letter to my attention. Please feel free to contact me if you have any questions regarding this letter.

Sincerely,

Stephen Allan, General Manager

#5.

ACKNOWLEDGED AND AGREED:

CITY OF COMPTON

By:___________________________________
Name:_________________________________
Title:________________________________

AGREEMENT
TRANSIT VEHICLES LEASE
BETWEEN
MV TRANSPORTATION, INC.
AND
CITY OF COMPTON

This **AGREEMENT** is entered into by and between **MV TRANSPORTATION, INC.**, a California Corporation (hereinafter referred to as **"MV"** or **"Lessor"**), located at 5910 North Central Expressway, Suite 1145, Dallas, Texas 75206 and the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"** or **"Lessee"**), located at 205 South Willowbrook Avenue, Compton, California 90220. MV and City are each a "Party" and collectively the "Parties."

RECITALS:

WHEREAS, pursuant to Resolution No. 24,047, the City Council of the City of Compton authorized a three (3) year agreement (i.e. November 19, 2014 through November 18, 2017) with MV Transportation, Inc. for the provision of Fixed Route Transit Services ("Transit Agreement") for the City by MV Transportation, Inc. ("MV"); and

WHEREAS, pursuant to the Transit Agreement the City is responsible to provide at least five (5) transit vehicles for MV to use in providing fixed route transit services for the City; and

WHEREAS, due to major mechanical problems, at least two (2) of the City-owned transit vehicles are unavailable for use by MV to perform the transit services required by the Transit Agreement, thus, until said transit vehicles can be repaired or replaced by the City, there is a need to utilize transit vehicles from another source; and

WHEREAS, MV has available and is willing to lease to the City, two (2) transit vehicles on a month-to-month basis for use by MV in providing fixed route transit services pursuant to the Transit Agreement; and

WHEREAS, pursuant to Resolution No. _______, adopted by the City Council on the ___ day of __________, 2016, the Council authorized the City Manager to enter into a Transit Vehicles Lease Agreement with MV Transportation, Inc. for the month-to-month lease of two (2) transit vehicles for use by MV in performing the services pursuant to the Transit Agreement.

NOW, THEREFORE, MV Transportation, Inc. as Lessor and the City of Compton as Lessee**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

<u>Section 1.</u> **<u>Lease.</u>** Lessor hereby leases the following transit vehicles to Lessee, together with all attachments, replacements, parts, additions, repairs and accessories incorporated in or now or hereafter affixed to such transit vehicles:

One (1) – 2014 IC Diesel, StarCraft All Star XLT 40 Passender Bus
(Vin #5WEASAAN5DH417214)

One (1) – 2014 IC Diesel, StarCraft All Star XLT 40 Passenger Bus
(Vin #5WEASAAN7DH417215)

Section 2. **Term.** This Lease shall be on a month-to-month basis until terminated by either Party upon thirty (30) days advance written notice to the other Party or on expiration or termination of the Transit Agreement, whichever occurs first.

Section 3. Lease Fees.

a. Monthly Rate. During the term of this Lease Agreement, the Lessee shall pay to Lessor as compensation for the exclusive use of the above-identified transit vehicles the sum of **Three Thousand Dollars ($3,000.00)** per month, per transit vehicle provided for a total monthly lease amount of **Six Thousand Dollars ($6,000.00).** Lease payments shall be invoiced by Lessor monthly and shall be due within thirty (30) days after the date of the invoice(s). The Parties agree that the lease fee invoices may be included in the monthly invoices submitted to the City pursuant to the provisions of the Transit Agreement.

b. Delivery Fee. Lessee shall pay Lessor a "one-time delivery fee" of Seven Hundred Fifty Dollars ($750.00). Lessor shall include the delivery fee on the first monthly invoice.

c. Vehicle Registration. During the term of this Lease Agreement, Lessee agrees to reimburse Lessor for all city and state vehicle permit, license and/or registration costs for the transit vehicles leased pursuant to this Lease Agreement.

Section 4. Miscellaneous.

a. Incorporation of Transit Agreement. Unless otherwise specified herein, the provisions of the Transit Agreement between the Parties shall be applicable to and incorporated herewith to this Lease Agreement.

b. Entire Agreement. This Agreement and the applicable provisions of the Transit Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous negotiations, understandings, and agreements, whether written or oral, between the Parties regarding the subject matter hereof. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement.

c. Waiver. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights under this Agreement, shall not be deemed a continuing waiver or a modification thereof, and either Party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights. Any waiver must be in writing. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasion shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. If any of the provisions, or any portion of any provision, of this Agreement is held invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality will not invalidate or render unenforceable the other provisions of this Agreement. Rather, this

Agreement shall be construed as if not containing the invalid, unenforceable or illegal provisions or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.

e. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the U.S. and the state of California (without regard to conflicts of laws principles).

f. Acknowledgements. Lessee acknowledges and agrees that (i) Lessor is not the manufacturer of the Vehicles, and has not made any representation or warranty regarding the condition or performance of the Vehicles, and (ii) Lessor is not the manufacturer's or vendor's agent, nor is the manufacturer or vendor Lessor's agent. Lessee agrees that the Vehicles will only be used for operation of Lessee's fixed-route transportation services and not for personal, family, or household use.

IN WITNESS WHEREOF, Lessor has executed this Lease and the Lessee, by its City Manager, who is authorized to do so, has executed this Lease.

MV TRANSPORTATION, INC.
LESSOR

Dated: _______________ **By _____________________________________**
Bob Pagorek, CFO

CITY OF COMPTON
LESSEE

Recommended for Approval:

By __________________________________ **Dated: ______________**
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 ________________________________ **Dated:** ______________
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _______________ **By** ________________________________
Alita Godwin, City Clerk

#5.

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 TRANSIT VEHICLE LEASE AGREEMENT WITH MV TRANSPORTATION, INC. FOR A MONTH-TO-MONTH LEASE OF TWO TRANSIT VEHICLES FOR USE IN PROVIDING FIXED ROUTE TRANSIT SERVICES PURSUANT TO THE TRANSIT AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $50,000**

Glen Kau	**6/21/2016 2:36:53 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/23/2016 12:51:00 PM**
CITY ATTORNEY	DATE
Austin Okonta	**6/23/2016 12:18:27 PM**
CITY CONTROLLER	DATE
Roger Haley	**6/23/2016 11:53:55 AM**
CITY MANAGER	DATE

Use when:

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