

The Successor Agency to the Compton Community Redevelopment Agency, is a distinct and separate legal entity from the City of Compton, and was established by Resolution No. 1, adopted on February 7, 2012. The Successor Agency is limited to the assets and liabilities of the dissolved Community Redevelopment Agency (CRA) of the City of Compton and shall have the authority to perform the functions and duties described in Part 1.85 to Division 24 of the California Health and Safety Code.

**GOVERNING BODY OF THE SUCCESSOR AGENCY
AGENDA
11/20/2018
6:00 PM**

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

APPROVAL OF MINUTES

1. OCTOBER 16, 2018

NEW BUSINESS

2. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TEMPORARY LICENSE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND SANTA'S CHRISTMAS TREES FOR THE PURPOSE OF SELLING CHRISTMAS TREES ON CERTAIN AGENCY-OWNED PROPERTIES LOCATED AT 107 NORTH SANTA FE AVENUE AND 2000 WEST COMPTON BOULEVARD

DIRECTORS COMMENTS

ADJOURNMENT

OCTOBER 16, 2018

The Successor Agency meeting was called to order at 7:39 p.m. in the Council Chambers of City Hall by Mayor Pro Tem Janna Zurita.

ROLL CALL

Directors Present: Galvan, McCoy, Sharif, Zurita

Directors Absent: Brown

Other Officials Present: C. Cornwell, A. Godwin, L. Adams

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

David Irons, Compton resident, addressed the Agency regarding improving communication skills and also noted that the Compton Airport has delicious food. Mr. Irons also spoke regarding the power point presentation for the design and repair of the city's bridges, noting that the audience should be allowed to ask questions of the architect for the benefit of the community.

Benjamin Holifield, President- Compton Business chamber of Commerce, addressed the Agency and thanked Councilperson Zurita for hosting the *Walk for a Cure* for the last 7 years. Mr. Holifield also thanked the Agency for installing the traffic light on Wilmington and Greenleaf, particularly Councilwoman McCoy. He also thanked her for bringing the Pumpkin Patch to the city.

Pastor Stewart Parham, addressed the Agency regarding a plan he submitted to provide a solar energy farm in the city. Mr. Parham then stated that such a business would bring over 200 jobs to the City of Compton.

Lynn Boone, Compton resident, addressed the power point presentation regarding the city's median and street improvements and noted that the photos were not visible by the audience; furthermore, there was no mention the costs or where the funds will come from to pay for the improvements.

APPROVAL OF MINUTES

1. SEPTEMBER 18, 2018

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

AYES: Directors – Galvan, McCoy, Sharif, Zurita

NOES: Directors - None

ABSENT: Directors – Brown

GENERAL COUNSEL REPORTS

CLOSED SESSION

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Negotiations: 1117 S. Long Beach Blvd., Compton Negotiating parties: Executive Secretary/Assistant City Manager and KBK Enterprises and Habitat for Humanity
Under Negotiation: Price and Terms
Pursuant to California Government Code Section 54956.8

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Negotiations: 1950 N. Central Ave., Compton
Negotiating parties: Executive Secretary/Assistant City Manager and Habitat for Humanity, Olson Company, J.W. Owens, KBK Enterprises
Under Negotiation: Price and Terms
Pursuant to California Government Code Section 54956.8

4. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Negotiations: 2000-2024 W. Compton Blvd., Compton Negotiating parties: Executive Secretary/Assistant City Manager and 3J fund, City Ventures, LINC Housing, KBK Enterprises, NHS of Los Angeles County, Olson Company and Red Mountain Group
Under Negotiation: Price and Terms
Pursuant to California Government Code Section 54956.8

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

AYES: Directors – McCoy, Sharif, Zurita

NOES: Directors - None

ABSENT: Directors – Galvan, Brown

The Agency recessed to closed session at 7:51 p.m. and reconvened at 9:15 p.m.

ROLL CALL

Directors Present: McCoy, Sharif, Zurita

Directors Absent: Galvan, Brown

REPORT OUT OF CLOSED SESSION

General Counsel Craig Cornwell reported out that all Directors were present for the closed session with the exception of Mayor Aja Brown and further reported out that with respect to the conference with real property negotiator property negotiations: 1117 S. Long Beach Blvd., Compton negotiating parties: Executive Secretary/Assistant City Manager and KBK Enterprises and Habitat for Humanity
Under Negotiation: Price and Terms Pursuant to California Government Code Section 54956.8, and indicated that there was no reportable action taken.

General Counsel Cornwell further reported out that with regarding to the conference with real property negotiators concerning property negotiations: 1950 N. Central Ave., Compton Negotiating parties: Executive Secretary/Assistant City Manager and Habitat for Humanity, Olson Company, J.W. Owens, KBK Enterprises Under Negotiation: Price and Terms Pursuant to California Government Code Section 54956.8, and further noted that there was no reportable action taken regarding this item.

General Counsel Cornwell concluded by reporting out that the conference with real property negotiators concerning property negotiations: 2000-2024 W. Compton Blvd., Compton Negotiating parties: Executive Secretary/Assistant City Manager and 3J fund, City Ventures, LINC Housing, KBK Enterprises, NHS of Los Angeles County, Olson Company and Red Mountain Group under negotiation: Price and Terms Pursuant to California Government Code Section 54956.8, and indicated that there was no reportable action taken regarding this matter.

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned at 9:18 p m. by the following vote on roll call:

AYES: Directors – McCoy, Sharif, Zurita

NOES: Directors - None

ABSENT: Directors – Galvan, Brown

Secretary of the Successor Agency

Chairperson of the Successor Agency

November 20, 2018

TO: CHAIRPERSON AND BOARDMEMBERS

FROM: EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TEMPORARY LICENSE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND SANTA'S CHRISTMAS TREES FOR THE PURPOSE OF SELLING CHRISTMAS TREES ON CERTAIN AGENCY-OWNED PROPERTIES LOCATED AT 107 NORTH SANTA FE AVENUE AND 2000 WEST COMPTON BOULEVARD

SUMMARY

Staff is requesting the Board to authorize the Executive Director to enter into a temporary license agreement between the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency" or "Agency") and Santa's Christmas Trees for the purpose of selling Christmas trees on certain Agency-owned properties located at 107 N. Santa Fe Avenue, Compton, California 90221 and 2000 W. Compton Boulevard, Compton, California 90220.

BACKGROUND

In September 2018, the Agency received a request from Brownie Mentlow, owner of Santa's Christmas Trees, to lease certain Agency-owned properties located at 107 North Santa Fe Avenue, Compton, California 90221 and 2000 W. Compton Boulevard, Compton, California 90220 (the "Properties") for the purpose of selling Christmas trees commencing on November 20, 2018 through December 30, 2018. Santa's Christmas Trees intends to lease the Agency's Properties for the sum of Four Thousand Dollars (\$4,000.00) payable in advance. Additionally, the company will secure a \$1,000,000 Certificate of Insurance naming the Successor Agency and the City of Compton as additional insureds.

Contingent to the transaction, the Agency has directed Santa's Christmas Trees to contact the following agencies in connection with the proposed use of the subject Properties: the City's Parks and Recreation Department for all necessary fees and procedures; the Los Angeles County Sheriff's Department to make ensure that any security plans for the event are in place; the City's Risk Management Office; the City's Building Department for any permits; the City's Business Licenses for all licenses and permit fees; and the Compton Fire Department for any emergency medical assistance.

Over the past five (5) years, Santa's Christmas Trees has entered into similar temporary lease agreements with the Agency for the purpose of selling Christmas trees at the subject site located at 107 N. Santa Fe Avenue. Each time, the applicant successfully complied with the terms of the temporary agreements. Consequently, staff anticipates a similar satisfactory performance by the applicant following execution of the proposed lease agreement.

FISCAL IMPACT

The transaction will have no fiscal impact on the General Fund. Santa's Christmas Trees will pay all applicable City fees associated with the intended type of use for the subject Properties.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution authorizing the Executive Director to enter into a temporary license agreement with Santa's Christmas Trees to lease certain Agency-owned properties located at 107 North Santa Fe Avenue, Compton, California 90221 and 2000 W. Compton Boulevard, Compton, California 90220 for the purpose of selling Christmas trees for a period commencing November 20, 2018 through December 30, 2018.

CECIL W. RHAMBO, JR.
EXECUTIVE DIRECTOR

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF
COMPTON AUTHORIZING THE EXECUTIVE
DIRECTOR TO ENTER INTO A TEMPORARY LICENSE
AGREEMENT BETWEEN THE SUCCESSOR AGENCY
AND SANTA’S CHRISTMAS TREES FOR THE PURPOSE
OF SELLING CHRISTMAS TREES ON CERTAIN
AGENCY-OWNED PROPERTIES LOCATED AT 107
NORTH SANTA FE AVENUE AND 2000 WEST
COMPTON BOULEVARD**

WHEREAS, the Successor Agency has received a request from Brownie Mentlow, owner of Santa’s Christmas Trees, to lease certain Agency-owned properties at 107 North Santa Fe Avenue, Compton, California 90221 and 2000 W. Compton Boulevard, Compton, California 90220 (the “Properties”) for the purpose of selling Christmas trees from November 20, 2018 to December 30, 2018; and

WHEREAS, Santa’s Christmas Trees proposes to lease the Properties for the sum of Four Thousand Dollars (\$4,000.00) payable in advance. Additionally, the company will obtain a \$1,000,000 Certificate of Insurance naming the Successor Agency and the City of Compton as additional insureds; and

WHEREAS, contingent to the transaction, the Agency has directed Santa’s Christmas Trees to contact the following agencies in connection with the proposed use of the subject Properties: the City’s Parks and Recreation Department for all necessary fees and procedures; the Los Angeles County Sheriff’s Department to make ensure that any security plans for the event are in place; the City’s Risk Management Office; the City’s Building Department for any permits; the City’s Business Licenses for all licenses and permit fees; and the Compton Fire Department for any emergency medical assistance; and

WHEREAS, the Agency desires to enter into a temporary license agreement with Santa’s Christmas Trees to use certain Successor Agency-owned properties located at 107 North Santa Fe Avenue and 2000 W. Compton Boulevard for the purpose of selling Christmas trees at the subject Properties for the period commencing November 20, 2018 through December 30, 2018 for the sum of \$4,000.00 payable in advance.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. That the Executive Director is authorized to enter into a temporary license agreement with Santa’s Christmas Trees to lease certain Agency-owned properties located at 107 North Santa Fe Avenue, Compton, California 90221 and 2000 West Compton Boulevard, Compton, California 90220 for the sum of Four Thousand Dollars (\$4,000.00) for the purpose of selling Christmas trees for the period commencing November 20, 2018 through December 30, 2018.

Section 2. That the approval of this Resolution will have no impact on the City’s General Fund.

RESOLUTION NO. _____

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Section 3. That a certified copy of this resolution shall be filed in the offices of the Executive Director, General Counsel, Controller, and Secretary.

Section 4. That the Chairperson shall sign and the Secretary shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2018.

**CHAIRPERSON OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

ATTEST:

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

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

RESOLUTION NO. _____

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I, Alita Godwin, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Board, signed by the Chairperson, and attested to by the Secretary at the regular meeting thereof held on the ____ day of _____, 2018.

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

AYES: BOARD MEMBERS-

NOES: BOARD MEMBERS-

ABSENT:BOARD MEMBERS-

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

**LICENSE AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
AND
SANTA'S CHRISTMAS TREES**

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") dated _____ is entered into by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton (hereinafter referred to as "Licensor") located at 205 South Willowbrook Avenue, Compton, California 90220, and **SANTA'S CHRISTMAS TREES** (hereinafter referred to as "Licensee") located at 421 West Almond Street, Compton, California 90220.

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the lands commonly known as 107 North Santa Fe Avenue, Compton, California 90221 and 2000 West Compton Boulevard, Compton, California 90220 (the "Properties");

WHEREAS, Licensee has requested the limited right to enter upon the Properties for the limited purpose of selling Christmas trees (the "Activities") for the period commencing November 20, 2018 through December 30, 2018;

WHEREAS, Licensor has agreed to grant to Licensee, and Licensee has agreed to accept from Licensor, a limited, non-exclusive, revocable license to enter upon the Properties to conduct the Activities in accordance with and subject to the terms and provisions of this Agreement;

WHEREAS, Licensor and Licensee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Activities and Licensee's entry upon the Properties.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby covenant and agree as follows:

1. Term. The term of this Agreement shall be for the period of forty-one (41) days commencing on November 20, 2018 and shall expire on

December 30, 2018. This Agreement shall automatically terminate upon its expiration and Licensee hereby waives any and all rights to relocation benefits under California law upon the expiration or earlier termination of this Agreement.

2. Fee. The license fee for this Agreement shall be Four Thousand Dollars (\$4,000.00) payable in advance prior to the commencement of the term of this Agreement.

3. Use. Licensee may use the Properties only for the Activities and for no other use or purpose.

4. Security Deposit. Concurrently with the execution of this Agreement, Licensee shall deliver to Licenser the sum of Two Thousand Dollars (\$2,000.00) (the "Security Deposit") which shall be held by Licenser as security for the performance by Licensee of its obligations hereunder. Licenser shall not be obligated to pay interest on the Security Deposit to Licensee. Licenser shall return the Security Deposit to Licensee after the performance by Licensee of all of its obligations hereunder. If Licensee fails to perform any obligation, Licenser shall perform the obligation and deduct the cost thereof from the Security Deposit.

5. No Improvements or Hazardous Substances. Licensee shall not construct any improvements on the Properties or bring onto or use any hazardous substances on the Properties without the prior written consent of Licenser.

6. Removal of Personal Property. Upon the expiration or earlier termination of this Agreement, Licensee shall remove all of its personal property from the Properties and restore the Properties to its condition as of the date hereof.

7. Damage; Indemnity. Licensee expressly agrees as follows: (i) any Activities by or on behalf of Licensee, including, without limitation, the entry by Licensee or Licensee's officers, members, employees, agents or contractors (collectively, "Licensee's Designees") onto the Properties in connection with the Activities, shall not damage the Properties in any manner whatsoever, (ii) in the event the Properties are damaged, altered or disturbed in any manner in connection with the Activities, Licensee shall return the Properties to the condition existing prior to the Activities, and (iii) Licensee, to the fullest extent allowed by law, shall indemnify, defend and hold Licenser harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever, including, without limitation, attorneys' fees and expenses and court costs suffered, incurred or sustained by Licenser as a result of, by reason of, or in connection with the Activities or the entry by Licensee or Licensee's

Designees onto the Properties (including, without limitation mechanics liens). The indemnification and defense obligations of Licensee contained herein shall survive the expiration or earlier termination of this Agreement.

8. Permits and Licenses. Licensee, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of this Agreement.

9. Insurance. Licensee shall procure and maintain, at its own expense and during the term of this Agreement, a policy of commercial General Liability insurance issued by an insurer reasonably satisfactory to Licensor covering each of the Activities with limits of liability of not less than \$1,000,000.00 per occurrence and Automobile insurance with a limit of liability of not less than \$1,000,000 for each accident. Licensee shall deliver to Licensor Certificate(s) of Insurance evidencing that such insurance is in full force and effect, and evidencing that Licensor and the City of Compton has been named as an additional insureds thereunder with respect to the Activities, prior to entering the Properties. Additionally, in accordance with the provisions of

Section 3700 of the Labor Code, Licensee shall be insured against liability for Workers' Compensation or to undertake self-insurance in compliance with that Code.

10. Successors. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

11. Limitations. Licensor does not hereby convey to Licensee any right, title or interest in or to the Properties, but merely grants the specific and limited contractual rights and privileges hereinabove set forth.

12. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given as of the time of hand delivery to the addresses set forth below, or if sent by United States registered or certified mail, postage prepaid, return receipt requested or nationally recognized overnight mail service (i.e., FedEx), on the date of actual delivery. Unless notice of a different address has been given in accordance with this section, all such notices shall be addressed as follows:

If to Licensor, to:

Successor Agency to the Community Redevelopment
Agency of the City of Compton
205 S. Willowbrook Avenue
Compton, California 90220
Attn: Laurence Adams

If to Licensee, to:

Santa's 'Christmas Trees
421 West Almond Street
Compton, California 90220
Attn: Brownie Mentlow

13. Assignment. This Agreement may not be assigned by Licensee, in whole or in part.

14. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by emails of .pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party. Notwithstanding the foregoing, each party delivering executed documents by email agrees to provide the other party with an original, hard copy of the relevant signed documents promptly after the request of the other party.

16. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted

recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

17. Miscellaneous. As part of this Agreement, Licensor has directed Licensee to contact the following agencies in connection with the proposed use of the Properties prior to the commencement of the Activities: (i) the City's Parks and Recreation Department for all necessary fees and procedures; (ii) the Los Angeles County Sheriff's Department to ensure that any security plans for the event are in place; (iii) the City's Risk Management Office; (iv) the City's Building and Safety for any applicable permits; (v) the City's Business License Division for all applicable licenses and permit fees; and (vi) the Compton Fire Department for any emergency medical assistance, if needed.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and sealed, on the day and year first written above.

**SANTA'S CHRISTMAS TREES
"LICENSEE"**

Dated: _____

By: _____
Brownie Mentlow, Owner

**SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE
CITY OF COMPTON
"LICENSOR"**

Dated: _____

By: _____
Cecil W. Rhambo, Jr., Executive Director

Approved as to form:

By: _____ **Dated:** _____
Craig J. Cornwell, General Counsel

ATTEST:

Dated: _____

By: _____
**Alita Godwin, Secretary to the
Successor Agency Board**