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COMPTON CITY COUNCIL

AGENDA

06/11/2019

5:30 PM

WORKSHOP

4:00 P.M. 2019-2020 BUDGET WORKSHOP

HEARING

**5:30 P.M. - PUBLIC HEARING - FIREWORKS APPLICATION APPROVAL/
DENIAL (Item #7)**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. COMMENDATORY PRESENTATION PRESENTED TO DR. LINDA HOLIFIELD KENNEDY (Councilwoman Tana McCoy)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. MAY 21, 2019

HUMAN RESOURCES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF PURCHASING MANAGER
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF CONTRACT COMPLIANCE OFFICER
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO REVISE THE CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF FIREFIGHTER
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND ESTABLISHING A SALARY RANGE FOR THE POSITIONS OF LEAD PARKING CONTROL OFFICER AND LEAD SECURITY OFFICER

REGULAR AGENDA

CITY MANAGER'S REPORT

7. FIREWORKS APPLICATION APPROVAL/DENIAL (Action Item)
8. POWER POINT PRESENTATION - PUBLIC WORK'S WEEKLY REPORT UPDATE

UNFINISHED BUSINESS

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XXIII OF THE COMPTON MUNICIPAL CODE TO AMEND SECTION 23-1 (WATER CODE) TO ADOPT THE STATE'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) (Second Reading)

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED BASIS FOR THE PUBLIC WORKS DEPARTMENT (\$228,700.00)
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY (60) MONTH LEASE AGREEMENT WITH THE LOS ANGELES COUNTY METROPLITAN AUTHORITY FOR CITY-OWNED PROPERTY LOCATED AT 310 NORTH WILLOWBROOK AVEUNE

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 6/18/2019 @ 5:30 PM

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MAY 21, 2019

The Compton City Council Closed Session meeting was called to order at 4:32 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown

Council Members Absent – Galvan (*Entered the meeting during closed session*)

Other Officials Present: C. Cornwell, V. McDaniel, C. Rhambo, Jr.

CLOSED SESSION AGENDA ITEMS

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Two
(2) Potential Cases - Pursuant to California Government Code Section 54956.9(b)**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Bradford
v. City of Compton, LASC Case No. TC026769 Pursuant to California Government
Code Section 54956.9(a)**

Chief Deputy City Clerk Vernell McDaniel indicated that the City Attorney has requested a closed session to discuss items pursuant to California Government Code Section 54956.0(a) and (b).

On motion by McCoy, seconded by Sharif, the City Council voted to approve the closed session by the following vote on roll call:

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

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS ONLY

Robert Ray, Compton resident, commented on Bradford vs. City of Compton and suggested that the time has come to settle this case. Once settled, the city can move forward and hire a Human Resources Director and continue to hire qualified city personnel.

On motion by McCoy, seconded by Sharif, the City Council voted to recess to closed session at 4:34 p.m. by the following vote on roll call:

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

The City Council recessed to closed session at 4:34 p.m. and reconvened at 5:53 p.m.

Mayor Brown called the regular City Council meeting to order at 5:53 p.m. The Pledge of Allegiance and Moment of Silence ceremonies was led by Mayor Brown.

On motion by McCoy, seconded by Zurita, the meeting was reconvened by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION

City Attorney Craig Cornwell reported out that the entire City Council was present during closed session and further indicated that in the matter of the conference with legal counsel anticipated litigation of two potential cases-- no reportable action was taken, pursuant to

California Government Code Section 54956.9(b). In the matter of the conference with legal counsel-existing litigation Bradford v. City of Compton—the City Council unanimously voted to reject Plaintiff’s Statutory Offer to Compromise, dated May 9, 2019, pursuant to California Government Code Section 54956.9(a).

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PROCLAMATION PROCLAIMING MAY 2019 AS LUPUS AWARENESS MONTH (Councilmember Tana McCoy)

The Mayor and City Council proclaimed the month of May as *Lupus Awareness Month*.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, spoke regarding the recycling and solid waste rate increase, indicating that Republic Services is proposing 3 rate increases for the next three consecutive years, adding that Republic Services is currently being sued by another city for fraud. Mr. Ray encouraged every citizen to raise their objections to the rate increase and provided a form opposing the increase and urged the residents to present such form on the night of the public hearing regarding the rate increase. Mr. Ray also spoke regarding the landscaping and lighting assessment adding that street lights in Compton are very dim and should be upgraded. He concluded by requesting that the city post officials at each polling site for the June 4th election to deter electioneering and voter intimidation.

Ron Goldman, Neighborhood Parks, spoke regarding the neighborhood parks program and reported on meetings he conducted with community residents. Mr. Goldman continued to report that during the community meetings he presented an informational form to the residents asking for their input. He received 17 responses, of which 60% were supportive of the neighborhood parks project, while 20% percent were in the middle and 20% of the residents were not on board with the project. Mr. Goldman further indicated that he assured the residents that the parks would be safe, well-maintained and would not include a restroom which will deter homeless residents from loitering around the parks.

Sandra Moore, Compton resident, addressed the issue of the Neighborhood Parks Program and stated that she resides on McMillan Street and there are two recycling centers in the area with attracts many homeless individuals from the city of Lynwood. Ms. Moore spoke out against the neighborhoods parks and requested that city officials address the homeless situation, potholes, traffic congestion and clean up the community before bringing in the Neighborhood Parks Program.

Candace Laos, Compton resident, stated that she has been in Compton since the early 1980s, and even though progress has been made, this city still has a long way to go. Ms. Laos then noted that the potholes around Compton are a symptom of a deeper issue plaguing the city. Lastly, she urged the Council to serve and represent the city and the residents with dignity and honor.

Maria Villareal, Latino Chamber of Commerce, indicated that it is now time for the community to stand up and say “no more.” She further stated that promises were made to clean up the district, however, nothing has been done. Ms. Villareal urged the Council to represent the community with love and dignity and she further urged the Compton voters to vote for change and move the city forward.

Benjamin Holifield, Founder/President of the Compton Business Chamber of Commerce, thanked the Mayor and Council for removing the fence in the Council Chambers. He also noted that through unity we can move the city forward economically. Mr. Holifield expressed his wishes for Compton to be safe, clean and friendly.

H. Hill Bey, Grand Sheikh, Compton resident, informed the Council of an incident which occurred near his Temple at 1414 W. Bennett Street, indicating that crimes were committed against the Moors family by the Los Angeles County Sheriff’s Department. Mr. Hill Bey read from an Affidavit of Truth, and presented a grievance and Notice of Intent to sue. Mr. Hill Bey

indicated that rights to peace and freedom has been violated and further indicated that the City Attorney will be receiving documents and notices regarding this matter.

Bishop L. J. Guillory President of East Tichenor Block Club, accompanied by members of his block club, voiced their concerns to the City Council regarding a Town Hall meeting held at Kelly Park, which they considered to be campaigning at a city facility. Mr. Guillory then stated that there are many issues facing his residential block that are not being resolved.

Xavier Chavis, Compton resident, spoke regarding problems on East Tichenor which are not being resolved, indicting that illegal drugs are being sold on his street adding that his vehicle was struck and wrecked by someone outside the neighborhood.

Amadi Williams, Compton resident, suggested that the city improve the community prior to instituting the Neighborhood Parks Program. Mr. Williams also addressed the issue of whether property taxes would be increased as a result of the Neighborhood Parks Program and concluded by requesting that the city finalize the improvements and cleanup of Leuders Park.

Rev. Frederick Gordon, Compton resident, stated that it is time for the community to unite and work together to improve the city. Rev. Gordon raised the issue of the inadequate lighting at Burger King on Compton Boulevard and urged the Council to address the situation. Rev. Gordon then implored the residents to make their voices heard and exercise their right to vote on June 4, 2019.

Craig Henry, Compton resident, implored the citizens to express their concerns with dignity and class, adding that we all must set an example for our youth to follow. Mr. Henry also noted that the April 16th election was the worst that he has witnessed to date, and he offered that major change begins with the community by taking pride in being a Compton resident. Mr. Henry encouraged the citizens to rise-up and unite to restore Compton to its full beauty and move the city forward.

Nina Childs, Compton resident, addressed the issues surrounding the recent election which are very disturbing and further commended Mayor Brown for remaining focused and professional. Ms. Childs further indicated that the Councilmembers must respectfully represent the city in a courteous and professional manner and work on behalf of the best interests of the residents of the City of Compton.

Joyce Kelly, Compton resident, questioned why the Council has appointed a Chair of the Personnel Board, who acts as though he is still in prison. Ms. Kelly then commented on various irregularities regarding the election, indicating that investigations are taking place. Ms. Kelly felt that the City Councilmember should resign for the benefit of the residents.

Lynn Boone, Compton resident, indicated that she informed the community that Measure 'P' was going to be a bond that would cause many residents to lose their homes. Ms. Boone then indicated that she has documentation whereby the majority of the Council did not vote in favor of a Measure 'P' bond and urged the citizens to obtain the documentation and read it for themselves to become better informed. Ms. Boone then urged the residents to carefully consider the candidates and exercise their right to vote on election day.

Janice Jackson, Compton homeowner, thanked the Council for removing the 'barrier' in the Council Chambers, and further expressed her hopes that the Councilmembers release their anger towards one another and treat everyone on the Dias with respect. Ms. Jackson then reminded the community that each Councilmember has only one vote, so the City Council must work together to solve the problems of the city.

CONSENT AGENDA

APPROVAL OF MINUTES

2. APRIL 23, 2019

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

3. WARRANT REPORT - MARCH 2019 (*Received and Filed*)
4. INVESTMENT REPORT - FEBRUARY 2019 (*Received and Filed*)
5. INVESTMENT REPORT - MARCH 2019 (*Received and Filed*)

CITY FIRE DEPARTMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE FOR THE MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS (70,000.00) (*Approved Resolution Number 25,015*)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ACCEPTING THE QUOTE OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO COMMLINE INC FOR THE PURCHASE OF BATTERIES TO REPLACE IN THE FIRE DEPARTMENT RADIOS (\$4,884.35) (*Approved Resolution Number 25,016*)

CITY MANAGER

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE PAYMENT FOR ASSESSMENTS TO THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY IN THE AMOUNT OF \$33,000 (*Approved Resolution Number 25,017*)

HUMAN RESOURCES

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION OF VIDEO PRODUCTION SPECIALIST (*Approved Resolution Number 25,018*)

WATER DEPARTMENT

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ISSUE A PURCHASE ORDER TO TOTAL CORPORATE SOLUTION, INC. (\$6,603.42) (*Approved Resolution Number 25,019*)

Councilmember Sharif requested that agenda item Number 10 be addressed separately.

(*Councilman Galvan exited the meeting at 6:12 p.m. and returned at 6:25 p.m.*)

On motion by Zurita, seconded by McCoy, the consent agenda was approved by the following vote on roll call:

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

PUBLIC WORKS DEPARTMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR KOA TO PROVIDE ENGINEERING SERVICES FOR REPAIR OF DRIVEWAY APRONS AT FOUR (4) COMPTON FIRE STATIONS (\$79,930)

It was moved by Zurita, second by McCoy, for discussion.

Councilmember Sharif questioned whether this resolution addresses the parking lot of Fire Station Number 1 and the surrounding area.

Assistant City Manager Laurence Adams explained that this resolution addressed the path of ingress and egress to the station as well as the parking lot.

Resolution Number 25,020 entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR KOA TO PROVIDE ENGINEERING SERVICES FOR REPAIR OF DRIVEWAY APRONS AT FOUR (4) COMPTON FIRE STATIONS’ was adopted by the following vote on roll call:

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

REGULAR AGENDA

CITY MANAGER'S REPORT

12. A REQUEST TO SCHEDULE A PUBLIC HEARING, BUDGET WORKSHOPS, AND TOWNHALL MEETINGS FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2019-2020 BUDGET (June 11, 2019 at 5:45 p.m. and June 18, 2019 at 5:45 p.m.)

It was moved by Zurita, seconded by McCoy, that the proposed Fiscal Year Budget for 2019/2020 hearing and workshop dates be approved.

Assistant City Manager Laurence Adams announced that the Proposed Fiscal Year 2019/2020 Budget Public Hearings are scheduled for June 11 and 18, 2019. The workshops are scheduled for June 11th and 18th, 2019 beginning at 4 p.m. in the City Council Chambers. The District Town Hall Budget meetings are as follows:

<u>Date</u>	<u>Time</u>	<u>District</u>	<u>Location</u>
May 29, 2019	6:30 p.m.	Mayor - All Districts	Town Hall Dollarhide Center
May 30, 2019	6:00 p.m.	District 3	Town Hall Burrell-MacDonald Park
June 6, 2019	6:00 p.m.	District 2	Town Hall Lueders Park
June 8, 2019	10:00 a.m.	District 4	Town Hall Kelly Park
June 12, 2019	6:00 p.m.	District 1	Town Hall Gonzales Park

The Proposed Fiscal Year 2019/2020 Budget Public Hearings were scheduled for June 11th and 18th, 2019 and the Workshops were scheduled for June 11 and 18, 2019 by the following vote on roll call:

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

13. POWER POINT PRESENTATION - PUBLIC WORK'S WEEKLY REPORT UPDATE

Wendell Johnson, Public Works Director, presented a verbal update stating that the city will be coordinating activity with Los Angeles County, the City of Paramount and Cal Trans for the repair of both the northbound and southbound entrances and exits of the 710 Freeway and Alondra Boulevard. Mr. Johnson further added that the city will be installing the left-hand turn signal at Wilmington and Greenleaf on June 4, 2019.

Mayor Brown requested an update on the second phase of the pothole removal and improvement program to ensure that the city is on schedule with the scope of work approved by the City Council.

NEW BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2019-2020 AND ORDERING THE PREPARATIO OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAY CODE

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

(Councilmember Zurita exited the meeting at 7:18 p.m. and returned at 7:21 p.m.)

Public Works Director Wendell Johnson explained that the resolution will initiate proceeding for the levy and collection of assessments within the Compton Lighting and Landscape District No. 1 for Fiscal Year 2019-2020 and ordering the preparation of an engineer's report pursuant to the provisions of Part 2 of Division 15 of the California Streets and Highways Code.

Resolution Number 25,021 entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2019-2020 AND ORDERING THE PREPARATIO OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAY CODE' was adopted by the following vote on roll call:

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

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2019/2020 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON JUNE 18, 2019 at 5:50 P.M.

On motion by Sharif, seconded by McCoy, **Resolution Number 25,022** entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2019/2020 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON JUNE 18, 2019 AT 5:50 P.M.' was adopted by the following vote on roll call:

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

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE PRELIMINARY ENGINEER'S REPORT OF WILLDAN
FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND
LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2019/
2020

On motion by Sharif, seconded by Galvan, **Resolution Number 25,023** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2019/2020**' was adopted by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES
FOR FISCAL YEAR 2019/2020 AND ORDERING THE PREPARATION
OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT
ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAY
CODE

On motion by McCoy, seconded by Zurita, **Resolution Number 25,024** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR FISCAL YEAR 2019/2020 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAY CODE**' was adopted by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND
CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR
2019/2020 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING
TO BE HELD ON JUNE 18, 2019 at 6:00 P.M.

On motion by Zurita, seconded by McCoy, **Resolution Number 25,025** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2019/2020 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON JUNE 18, 2019 AT 6:00 P.M.**' was adopted by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
PRELIMINARY APPROVAL OF ENGINEER'S REPORT OF WILLDAN
FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE
CHARGE FOR FISCAL YEAR 2019/2020

On motion by Zurita, seconded by Galvan, **Resolution Number 25,026** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON PRELIMINARY APPROVAL OF ENGINEER'S REPORT OF WILL DAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR 2019/2020**’

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMC2 ENGINEERING + SURVEYING TO PROVIDE ENGINEERING SERVICES PURSUANT TO THE ALAMEDA-STATE ROUTE 91 URBAN GREENING/- FORESTRY AND WATER RECLAMATION GRANT PROJECTS (\$381,270.40)

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

Councilman Galvan questioned the maintenance procedures for the trees that will be planted.

Public Works Director Wendell Johnson replied that trees which are scheduled to be planted require minimal maintenance and will produce a tree canopy and improve the air quality.

Resolution Number 25,027 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMC2 ENGINEERING + SURVEYING TO PROVIDE ENGINEERING SERVICES PURSUANT TO THE ALAMEDA-STATE ROUTE 91 URBAN GREENING/- FORESTRY AND WATER RECLAMATION GRANT PROJECTS**’ was adopted by the following vote on roll call’ was adopted by the following vote on roll call:

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

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NOS. 18,559 AND 23,516 AND REVISING THE COMPENSATION FOR MEMBERS OF THE COMMISSION ON AGING, THE DISABILITIES COMMISSION, AND THE BEAUTIFICATION COMMISSION, RESPECTIVELY

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

Mayor Brown requested that the city take a comprehensive look at all the committees and commissions to determine which are functional and which are no longer necessary.

Resolution Number 25,028 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NOS. 18,559 AND 23,516 AND REVISING THE COMPENSATION FOR MEMBERS OF THE COMMISSION ON AGING, THE DISABILITIES COMMISSION, AND THE BEAUTIFICATION COMMISSION, RESPECTIVELY**’ was adopted by the following vote on roll call:

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

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH RESTORATION DIVERSION SERVICES FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 208 NORTH LONG BEACH BOULEVARD (*Removed from agenda*)

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH THE COMPTON CHAMBER OF COMMERCE FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT THE CAREERLINK FACILITY (700 NORTH BULLIS ROAD) (*Removed from agenda*)

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD (*Removed from agenda*)

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET (*Removed from agenda*)

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Expressed her happiness that the street repair project is currently underway around the city, particularly in District 1.
- Congratulated Councilmember McCoy for installing the first electric vehicle charging station in the City of Compton.
- Commented on the robust street improvement project near Centennial High School, adding that US Storage has beautified their surrounding land area.
- Requested that the City Attorney forward the laws pertaining to illegal street dumping, further suggested that the city post the laws and fines for illegal dumping.
- Commented on the successful Grand Opening of Sativa L.A. County Water District, adding that they intend to institute repairs to the city's water wells and make other improvements to provide the resident with clean and safe drinking water.
- Congratulated Compton Native and Mixed-Martial Arts Champion Joey "Black Ice" Davis on all his accomplishments during his illustrious career.
- Wished her father, Clarence Zurita, a Happy 88th Birthday!

(Councilman Galvan exited the meeting at 7:32 p.m.)

Councilperson McCoy offered the following communications/announcements:

- Announced that May is ***Lupus Awareness Month*** and urged the residents to find out more about this disease.
- Invited the community to attend her 5K Run on June 22, 2019 beginning at 7 a.m. on the campus of Centennial High School and concluding at the Compton Towne Center.
- Reported on her attendance at the Board of American Mosquito Control Association noting that she met with Senators Diane Feinstein and Kamala Harris regarding mosquito abatement and further thanked Congresswoman Nanette Barragan for her funding support.

- Invited the community to attend the CUSD 3rd Annual STEAMFEST, which will showcase the dynamic talents of the students in technology, math and science, on May 23, 2019 at the Dollarhide Community Center, 301 N. Tamarind Avenue.
- Wished everyone a safe and happy Memorial Day Weekend.
- Adjourn in memory of **Patricia Palmer** and **Callie Lee Ward**.

Councilperson Sharif offered the following communications/announcements:

- Requested that the City Manager require Burger King restaurant to improve/increase the inadequate lighting at their location.
- Sharif commented that during the recent Primary Election, derogatory and untrue information was disseminated about her. Nonetheless, she continued to conduct her campaign in a positive light and speak on the issues. Ms. Sharif further stated that she purchased her home in the 4th District over 30 years ago, adding that she has always lived in the 4th District. Ms. Sharif continued that she has communicated with residents who have raised concerns regarding the irregularities at the polls, and further cautioned the citizens against giving away their Vote By Mail Ballot (VBM) to any candidate or a candidate's representative. She urged the voters to turn in their VBM ballot to the City Clerk or the Registrar of Voters. Councilmember Sharif concluded by stating she will continue to work with the community to improve and uplift Compton and serve the 4th District with honesty, respect and with the utmost of integrity.

Mayor Brown offered the following communications/announcements:

- Mayor Brown requested that the City Manager proceed with launching a Homeless Action Committee to address the homeless crisis, adding that the first wave of funding has been made available to cover technical assistance for the various homeless outreach programs.
- Mayor Brown requested that the City Manager present an agenda item which will allow the Council to appoint alternates for each member of the Measure 'P' Oversight Committee.

ADJOURNMENT

On motion by McCoy, seconded by Sharif the meeting was adjourned in memory of **Patricia Palmer** and **Callie Lee Ward** at 7:55 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

June 11, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: CECIL W. RHAMBO, JR.
CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF
PURCHASING MANAGER**

SUMMARY

The City Council will consider adopting a resolution amending the Position Classification Plan to include the classification specifications of Purchasing Manager.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to include the position of Purchasing Manager.

On March 5, 2019, the City and representatives of the applicable employee bargaining union, Compton Management Employees Association ("CMEA")/AFSCME Local 2325, met, conferred and agreed to amend the Position Classification Plan to include the new classification specifications of Purchasing Manager.

Subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include the classification of Purchasing Manager and recommended approval and adoption thereof to the City Council at its meeting conducted on April 18, 2019.

STATEMENT OF ISSUE

After review, staff has determined it to be fair and necessary to amend the Position Classification Plan by adding the Purchasing Manager classification.

The primary purpose for adding the Purchasing Manager to the Position Classification Plan is to meet the State Controller's Office internal controls and financial reporting requirements by the City and to comply with the City's Charter to have a centralized purchasing system.

These revisions will update the existing Position Classification Plan.

FISCAL IMPACT

The salary range for the Purchasing Manager is 183.

The salary for the above new classification is already included in the City's 2018-2019 Fiscal Year's budget in the Controller's Office, therefore no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF
PURCHASING MANAGER**

WHEREAS, the City Manager had authorized a review of the City's current Position Classification Plan to include the position of Purchasing Manager; and

WHEREAS, after review of the aforementioned Position Classification Plan, staff has determined that in order to serve the City's best needs, it would be appropriate and fair to add the position of Purchasing Manager primarily to assure compliance with the State Controller's office internal controls and financial reporting requirements and the City's Charter to have a centralized purchasing system; and

WHEREAS, on March 5, 2019, the City and representatives of the Compton Management Employees Association (CMEA), Local 2325, met, conferred and agreed to amend the Position Classification Plan to include the classification specifications of Purchasing Manager; and

WHEREAS, subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include the classification of Purchasing Manager and recommended approval and adoption thereof to the City Council at its meetings conducted on April 18, 2019; and

WHEREAS, the salary range for the Purchasing Manager is 183; and

WHEREAS, the salary for this new classification is already included in the City's 2018-2019 Fiscal Year budget in the Controller's Office; therefore, no anticipated fiscal impact will result from approving this requested action.

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

Section 1. That the new classification specifications for the position of Purchasing Manager are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the salary range for the proposed classification is 183.

Section 3. That the salaries for the proposed classifications are included in the City's 2018-2019 Fiscal Year budget in the Controller's Office.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk, City Controller, and the Human Resources.

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON



City of Compton

PURCHASING MANAGER

Department: City Controller's Office	Class Code:	
Revised Date: 02/06/2019	FLSA Status:	Exempt
Personnel Board Approved: 4/18/2019	Bargaining Unit: AFSCME 2325	
Council Approved:		

GENERAL PURPOSE

Under general direction, the Purchasing Manager will plan, organize, supervise and administer the daily operations of the City-wide purchasing program functions and activities in the Purchasing Division of the Controller's Office. Develops and evaluates purchasing program activities and related policies and procedures.

SUPERVISION RECEIVED/EXERCISED. Direct supervision and direction will come from the City Controller. May exercise supervisory responsibility.

PRIMARY DUTIES AND RESPONSIBILITIES

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent (s) may not be required to perform all duties listed and may be required to perform additional, position specific duties.

- Plans, organizes, reviews and administers city-wide program for the purchase of supplies, equipment and services for City departments.
- Develops and implements administrative instructions and related policies and procedures for purchasing activities and contract management.
- Develops and implements formal and informal bidding policies, and develops bid documents and specifications for services, supplies and equipment, and evaluates bids against specifications and recommends or awards contracts or purchases in accordance with City policies, codes and laws.
- Oversees, monitors, and evaluates purchasing program activities and works with City staff to ensure cost effectiveness, quality of product and services, accuracy of record keeping and standardization of purchasing practices.
- Review principles, policies and practices and make recommendations regarding modifications and implementation of best practices.
- Develops and implements City-wide training and assistance to support and direct departments in the implementation of purchasing policies and procedures.
- Monitors compliance with City's purchasing and budgetary policies and procedures, and makes recommendations to improve efficiency and effectiveness of related systems and processes.

City of Compton

Purchasing Manager

- Monitor and implement changes and processes to ensure compliance of new legislation and/or new requirements impacting the Controller's Office.
- Negotiates with vendors regarding pricing, price changes, trade discounts and deliveries, and prepares financial analysis to determine the cost effectiveness of acquiring services and equipment.
- Works closely with the City Attorney's office in the preparation of contracts.
- Train, guide and supervise assigned staff.
- Oversees the Contract Compliance Officer.
- Updates and maintains the listing of City's fixed assets.
- Assist in conducting year-end closing in relation to fixed assets.
- Administers, organizes and monitors the disposal of obsolete or surplus materials and equipment.
- Provide audit support and respond to requests for documentation for internal and external audits.
- Prepares recommendations for City Council consideration.
- Makes presentations regarding purchasing agreements, as required.
- Represent the City at special events, functions and conferences when necessary.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS

Education and Experience:

- Possession of a Bachelor's degree from an accredited college or university in Accounting, Finance, Business, Public Administration or related field. Five (5) years of professional level work experience, preferably in local government, in purchasing or procurement management. Related experience may substitute education on a year for year basis.

REQUIRED LICENSES and DESIRED CERTIFICATIONS

- Must possess a valid California Class C Driver's License within six months of appointment
- Certification by the Institute of Supply Management as a Certified Purchasing Manager (CPM) or certification by Universal-Public Purchasing Certification Council as a Certified Public Purchasing Officer (CPPO) or Certified Professional Public Buyer (CPPB) is highly desirable.

KNOWLEDGE, SKILLS AND ABILITIES

Required Knowledge of:

- Principles, methods and practices of governmental purchasing operations and inventory control.
- Relevant federal, state, and local laws, rules and regulations regarding public agency procurement and contracting.
- Techniques for establishing sources of supply, product of vendor information and vendor performance evaluations.
- Methods and practices used in competitive bidding.
- Automated procurement systems and computer network operations
- Quantitative and management analysis techniques.
- Effective customer service techniques

City of Compton
Purchasing Manager

Required Skill In:

- Developing, overseeing and participating in the management of a comprehensive purchasing program.
- Interpreting and applying federal, state and city laws and regulations related to public agency procurement and contracting.
- Developing technical bid specifications and evaluating bids.
- Negotiating effectively with vendors resolving vendor payment problems and contract compliance issues.
- Preparing accurate and legally correct specifications and contracts.
- Analyzing problems, identifying alternative solutions and projecting consequences of proposed actions and implement recommendations.
- Preparing and maintaining accurate and complete records
- Responding to requests and inquiries from City staff, vendors and the public.
- Meeting multiple deadlines and handling multiple projects
- Using a personal computer and applicable software applications
- Training other city staff on City purchasing practices, procedures and requirements.
- Communicating effectively both orally and in writing.
- Establishing and maintaining effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS/WORK ENVIRONMENT

- Work is primarily performed indoors in a standard office environment and will visit off-site vendors and City facilities.
- Work requires the ability to operate office equipment requiring repetitive hand movement and fine coordination including the use of a computer keyboard.
- Work requires frequent light lifting boxes of files or equipment (up to 25 lbs)
- Work requires sorting, filing and typing.
- Work requires finger dexterity and near vision
- May be exposed to minor amounts of dust and occasional sounds of office equipment running.
- Must be able to work extended hours, including evenings and weekends on occasion.

June 11, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: CECIL W. RHAMBO, JR.
CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF
CONTRACT COMPLIANCE OFFICER**

SUMMARY

The City Council will consider adopting a resolution amending the Position Classification Plan to include the classification specifications of Contract Compliance Officer.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to include the position of Contract Compliance Officer.

On March 5, 2019, the City and representatives of the applicable employee bargaining union, Compton Management Employees Association ("CMEA")/AFSCME Local 2325, met, conferred and agreed to amend the Position Classification Plan to include the new classification specifications of Contract Compliance Officer.

Subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include the classification of Contract Compliance Officer and recommended approval and adoption thereof to the City Council at its meeting conducted on April 18, 2019.

STATEMENT OF ISSUE

After review, staff has determined it to be fair and necessary to amend the Position Classification Plan by adding the Contract Compliance Officer classification.

The primary purpose for adding the Contract Compliance Officer to the Position Classification Plan is to meet the State Controller's Office internal controls and financial reporting requirements by the city.

These revisions will update the existing Position Classification Plan.

FISCAL IMPACT

The salary range for the Contract Compliance Officer is 151.

The salary for the above new classification is already included in the City's 2018-2019 Fiscal Year's budget in the Controller's Office; therefore no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF
CONTRACT COMPLIANCE OFFICER**

WHEREAS, the City Manager had authorized a review of the City's current Position Classification Plan to include the position of Contract Compliance Officer; and

WHEREAS, after review of the aforementioned Position Classification Plan, staff has determined that in order to serve the City's best needs, it would be appropriate and fair to add the position of Contract Compliance Officer primarily to assure compliance with the State Controller's office internal controls and financial reporting requirements; and

WHEREAS, on March 5, 2019, the City and representatives of the Compton Management Employees Association (CMEA), Local 2325, met, conferred and agreed to amend the Position Classification Plan to include the classification specifications of Contract Compliance Officer; and

WHEREAS, subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include the classification of Contract Compliance Officer and recommended approval and adoption thereof to the City Council at its meetings conducted on April 18, 2019; and

WHEREAS, the salary range for the Contract Compliance Officer is 151; and

WHEREAS, the salary for this new classification is already included in the City's 2018-2019 Fiscal Year budget in the Controller's Office; therefore, no anticipated fiscal impact will result from approving this requested action.

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

Section 1. That the new classification specifications for the position of Contract Compliance Officer are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the salary range for the proposed classification is 151.

Section 3. That the salary for the proposed classification is included in the City's 2018-2019 Fiscal Year budget in the Controller's Office.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk, City Controller, and the Human Resources.

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

CONTRACT COMPLIANCE OFFICER

JOB DESCRIPTION

Under direction to perform a variety of technical tasks related to the negotiation, execution and enforcement of the terms of agreement of City contracts for the implementation of affirmative action of various community development projects, including the monitoring of contractor / vendor efforts.

JOB RESPONSIBILITIES

Assists in the final phases of formalization and execution of affirmation action agreements and City ordinances for related community development projects; accomplishes analytical work in developing, evaluation, processing and amending contractual agreements to assure their expeditious and complete execution of affirmative action; monitors the contractor's progress in fulfilling the terms of the agreement, as related to affirmative action; confers with representatives of the construction industry to establish a uniform affirmative action plan submitted by contractor; evaluates the good faith of contractors to comply with affirmative action program; investigates complaints of noncompliance with contractual terms; and other work as required.

GENERAL QUALIFICATIONS

Considerable knowledge of California and federal requirements for government contracts; working knowledge of appropriate methods of enforcement and availability of remedies where breach of terms should occur; and the capacity, where necessary, to interface activities with City's legal counsel, research and investigate techniques.

Considerable knowledge of civil rights laws; federal, state and local employment opportunity rules and regulations; community resources and group interaction; current trends and techniques of affirmative action and equal employment opportunities.

DESIRABLE QUALIFICATIONS

- **Experience:** Three (3) years of responsible, full time experience in contract administration, manpower administration, general business or public administration or related field.
- **Education:** Equivalent to graduation from a four-year college or university with major course work in public or business administration or a related field.

KNOWLEDGE AND ABILITIES

- **Knowledge of:** The nature, scope, objectives and organization of affirmative action programs; the employment problems of minority residents; techniques of office management and public relations.
- **Ability to:** Understand, interpret and apply appropriate laws, policies, rules and regulations; to identify and evaluate problems; analyze facts and present recommendations both orally and in writing; demonstrate good judgment and self-reliance; speak effectively in public; establish and maintain cooperative relationships with all contacted during the course of work; meet such physical standards as required for the classification.

LICENSE: Possession of an appropriate California operator's license issued by the State Department of Motor Vehicles.

Public Hearing: 08/04/75
Council Adopted: 01/20/76

Exhibit B



City of Compton		
CONTRACT COMPLIANCE OFFICER		
Department: City Controller's Office	Class Code:	
Revised Date: 02/06/2019	FLSA Status:	Exempt
Personnel Board Approved: 4/18/2019	Bargaining Unit: AFSCME 2325	
Council Approved:		

GENERAL PURPOSE

Under general direction, the Contract Compliance Officer will perform a variety of technical tasks related to the negotiation, execution, enforcement and monitoring of the terms of agreement of City contracts for the implementation and administration of the daily operations of the City-wide purchasing program functions and activities in the Purchasing Division of the Controller's Office. Develops, implements and evaluates contract monitoring policies, procedures and activities for compliance and budgetary purposes.

SUPERVISION RECEIVED/EXERCISED

Works under general direction of the City Controller. Direct supervision and direction will come from the Purchasing Manager.

PRIMARY DUTIES AND RESPONSIBILITIES

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent (s) may not be required to perform all duties listed and may be required to perform additional, position specific duties.

- Develops and implements administrative instructions and related policies and procedures for contract management and compliance.
- Review principles, policies and practices and make recommendations regarding modifications and implementation of best practices.
- Create and update department policy and procedure manuals, department reference materials, and Internet information.
- Identifies problem areas, suggests procedures to better coordinate department activity and streamline processes.
- Monitors compliance with City's purchasing and budgetary policies and procedures, and makes recommendations to improve efficiency and effectiveness of related systems and processes.
- Recommends improvement of purchasing and contract compliance procedures, and cost controls
- Evaluates bids against specifications and recommends the award of contracts or purchases in accordance with City policies, codes and laws.
- Works closely with the City Attorney's office in the preparation of contracts.

Commented [r1]: Delete....Internal auditor duties

City of Compton
Contract Compliance Officer

- Prepares recommendations for City Council consideration.
- Reads, analyzes and interprets, technical procedures, and governmental regulations as necessary.
- Identifies exceptions or changes that may be required in standard contract and solicitation provisions to accommodate unique circumstances.
- Ensures all necessary documents needed are obtained during the approval phase of contract
- Assists with post-award contract disputes. Investigates complaints of noncompliance with contractual terms.
- Exercises considerable independent judgment in ensuring vendor/contractor compliance with applicable ordinances.
- Coordinates a variety of contract administration activities, including the preparation and management of rate and cost adjustments, time extensions, change orders, stop work orders, cure notices, show cause letters, progress payments, final payment, and contract close out.
- Coordinates contract amendment process, ensuring that amendments are in compliance with original solicitations and contract statements of work or specifications.
- Monitors the contractor's progress in fulfilling the terms of the agreement.
- Accomplishes analytical work in developing, evaluation, processing and amending contractual agreements to assure their expeditious and complete execution.
- Monitors the multiyear contracts of the City.
- Monitors and prepares regular reports for open purchase orders
- Monitor and implement changes and processes to ensure compliance of new legislation and/or new requirements impacting the Controller's Office.
- Works with staff in other departments to ensure contract compliance for allowed purposes and audit purposes.
- Provide audit support and respond to requests for documentation for internal and external audits
- Assist in conducting year-end closing in relation to contracts and purchase orders.
- Works with staff accountants, and other departments to maintain an accurate balance of encumbered funds
- Provides City-wide training and assistance to support and direct departments in the implementation of purchasing policies and procedures in regards to contracts.
- Serves as an advisor to other departments in contract planning
- Represent the City at special events, functions and conferences when necessary
- Monitors external funding regulatory compliance.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS

Education and Experience:

- Equivalent to graduation from a four-year college or university with major course work in public or business administration or a related field. Possession of a Bachelor's degree from an accredited college or university in Accounting, Finance, Business, Public Administration or related field.
- Three (3) years of responsible, full time experience in contract administration, general business or public administration or related field, preferably in local government, in purchasing or procurement management.
- Related experience may substitute education on a year for year basis.

REQUIRED LICENSES and DESIRED CERTIFICATIONS

Contract Compliance Officer

City of Compton
Contract Compliance Officer

- Must possess a valid California Class C Driver's License within six months of appointment

KNOWLEDGE, SKILLS AND ABILITIES

Required Knowledge of:

- Principles, methods and practices of governmental purchasing operations.
- Relevant federal, state, and local laws, rules and regulations regarding public agency procurement and contracting.
- Techniques for establishing sources of supply, product of vendor information and vendor performance evaluations.
- Automated procurement systems and computer network operations
- Effective customer service techniques

Required Skill In:

- Developing, overseeing and participating in the management of a comprehensive purchasing program.
- Interpreting and applying federal, state and city laws and regulations related to public agency procurement and contracting.
- Negotiating effectively with vendors resolving vendor payment problems and contract compliance issues.
- Preparing accurate and legally correct specifications and contracts.
- Analyzing problems, identifying alternative solutions and projecting consequences of proposed actions and implement recommendations.
- Preparing and maintaining accurate and complete records
- Responding to requests and inquiries from City staff, vendors and the public.
- Meeting multiple deadlines and handling multiple projects
- Using a personal computer and applicable software applications
- Training other city staff on City purchasing practices, procedures and requirements.
- Communicating effectively both orally and in writing.
- Establishing and maintaining effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS/WORK ENVIRONMENT

- Work is primarily performed indoors in a standard office environment and will visit off-site vendors and City facilities.
- Work requires the ability to operate office equipment requiring repetitive hand movement and fine coordination including the use of a computer keyboard.
- Work requires frequent light lifting boxes of files or equipment (up to 25 lbs)
- Work requires sorting, filing and typing.
- Work requires finger dexterity and near vision
- May be exposed to minor amounts of dust and occasional sounds of office equipment running.
- Must be able to work extended hours, including evenings and weekends on occasion.

Contract Compliance Officer

June 11, 2019

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CECIL W. RHAMBO JR.
CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN TO REVISE THE CLASSIFICATION SPECIFICATIONS FOR THE
POSITION OF FIREFIGHTER**

SUMMARY

The City Council will consider adopting a resolution amending the Position Classification Plan to revise the classification specifications for the position of Firefighter.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to include revisions to the Firefighter specification.

On April 11, 2019, the City and representatives of the applicable employee bargaining union, Firefighters Local 2216, met, conferred and agreed to amend the Position Classification Plan to include revisions to the classification specifications of Firefighter.

Subsequent to conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include revisions to the Firefighter class specifications and recommended approval and adoption thereof to the City Council at its April 18, 2019 meeting.

STATEMENT OF THE ISSUE

After review, staff has determined it to be fair and necessary to amend the Classification Plan of Firefighter.

The primary purpose for amending the Firefighter classification specification is to remove the required qualification of being a reserve Firefighter. Currently the City of Compton's Fire Department does not have a reserve program.

FINANCIAL IMPACT

The salary for the revised classification is already included in the City's 2018-2019 Fiscal Year's budget in the Fire Department; therefore, no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CECIL W. RHAMBO, JR
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN TO REVISE THE CLASSIFICATION SPECIFICATIONS FOR THE
POSITION OF FIREFIGHTER**

WHEREAS, the City Manager authorized a review of the City's current Position Classification Plan to include the position of Firefighter; and

WHEREAS, on April 11, 2019, the City and representatives of the Firefighters Local 2216, met, conferred and agreed to amend the Position Classification Plan to include revisions to the classification specifications of Firefighter; and

WHEREAS, subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include revisions to the Firefighter class specifications and recommended approval and adoption thereof to the City Council at its April 18, 2019 meeting; and

WHEREAS, the salary for this revised classification is already included in the City's 2018-2019 Fiscal Year's budget; therefore no anticipated fiscal impact will result from approving this requested action.

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

Section 1. That the proposed revisions to the classification specification of Firefighter are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the salary for the revised classification is included in the City's 2018-2019 Fiscal Year budget in the Fire Department.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk, City Controller, Compton Fire Department and the Human Resources.

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

City of Compton



City of Compton		
FIREFIGHTER		
Department: Fire Department	Class Code:	
Revised Date: April 114, 2019	FLSA Status:	Non-Exempt
Personnel Board Approved:	Bargaining Unit: Firefighters Local 2216	
Council Approved: Resolution No.		

GENERAL PURPOSE:

Under direct supervision, performs emergency operations, participates in fire prevention activities; to assist in operating and maintenance of fire apparatus and equipment; maintain fire stations and other related duties.

DISTINGUISHING CHARACTERISTICS:

Upon appointment of employment to the position of Fire-fighter, employee shall be required to ~~maintain~~obtain certification as an Emergency Medical Technician (E.M.T.) or Paramedic. ~~E.M.T. Emergency Medical Technician~~ Certification from a local accreditation (LA County DHS) ~~certification~~ or paramedic ~~certification~~ must be obtained prior to the completion of the initial twelve months of employment as a Fire-fighter. ~~Employees, who do not obtain such E.M.T. certification, as stated above, will be terminated from employment as a Fire-fighter with the City without the right of appeal. Current E.M.T. certification issued by the California State Fire Marshall Office, a county in the State of California or the National Registry is highly desirable.~~ A current State of California and Los Angeles County Paramedic Certification/Accreditation is highly desirable. A current State of California or National Registry Paramedic Certification is highly desirable. Employees may be required to obtain California State Paramedic Certification (the Ccity will provide the required training).

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties*

- Responds to fires, rescues, medical emergencies and requests for public service; lays hose lines; operates engine pumping equipment as required; directs fire stream for proper extinguishment application; raises, lowers and climbs ladders;

- ~~C~~onducts salvage and overhaul operations; operates all department equipment; administers emergency medical care to the sick and injured; assists in the repair and maintenance of apparatus and equipment.
- ~~A~~ssists in maintaining fire stations; answers general questions from the public; participates in public education and awareness presentations.
- ~~P~~articipates in training exercises; cleans, flushes and performs minor repairs to fire hydrants; performs fire prevention inspections and pre-fire planning.
- ~~A~~cts as relief engineer as needed; may be required to respond to emergencies as needed outside of regular duty hours and performs other related duties as required and assigned.

MINIMUM QUALIFICATIONS

Education and Experience:

- High school Diploma or (G.E.D.) equivalent or post-secondary degree (i.e. Associate's degree, Bachelor's degree, etc.)
- ~~C~~ertificate at the time of application. Valid California State Emergency Medical Technician Certification OR California State Emergency Medical Technician Paramedic License
- ~~California State Fire Marshall Firefighter Academy Certificate~~
- ~~Optional: Any additional California State Fire Marshall certificates~~
- Valid CPAT Certification Card current within a year.
- Successful completion of a Fire Fighter I training academy approved by the State Fire Marshall with a minimum of 250 hours of instruction ~~is highly desirable.~~

~~-orand-~~

A current member of the Compton Fire Department Reserve Program with a minimum of six-months experience as a Reserve with the Compton Fire Department and have satisfactorily met

attendance requirements and have maintained a satisfactory rating on evaluations is highly desirable.

~~-or-~~

A graduate of the James Shern Fire Academy within one-year prior to the final filing date is highly desirable.

Age: Applicants must be at least eighteen (18) years of age at the time of application.

Required Licenses or Certifications: Possession of a valid California Class C driver's license issued by the State Department of Motor Vehicles. ~~Upon appointment of employment to the position of Fire Fighter, employee shall be required to obtain a valid California Class B or Class B Fire Fighter driver's license issued by the Sate Department of Motor Vehicles prior to the completion of the initial twelve months of employment as a Fire Fighter.~~

Required Knowledge of:

- The geography of the local area.
- Firefighting methods and techniques, and basic operation and mechanics of firefighting equipment.
- The location of hydrants and water mains, and major fire hazards.

Required Skill in:

- Maintaining proficiency in emergency medical techniques, including cardiopulmonary resuscitation.

- Learning to drive a fire apparatus with care and safety in accordance with the California Vehicle Code and Fire Department procedures.
- Applying fire and life safety codes and regulations.
- Understanding and carrying out oral and written directions; retaining presence of mind in emergency situations.
- Establishing and maintaining a cooperative working relationship with those contacted in the course of work.
- Meet physical and health status requirements necessary for performance in this classification of work as outlined in the City's Medical Standards for Applicants and Employees.

Approved Personnel Board: _____

Approved City Council: _____

Resolution No. _____

June 11, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: CECIL W. RHAMBO, JR.
CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND
ESTABLISHING A SALARY RANGE FOR THE POSITIONS OF LEAD
PARKING CONTROL OFFICER AND LEAD SECURITY OFFICER**

SUMMARY

The City Council will consider adopting a resolution amending the Position Classification Plan to add the new positions of Lead Parking Control Officer and Lead Security Officer.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to add the new positions of Lead Parking Control Officer and Lead Security Officer.

On November 7th, 2018, the City and representatives of the applicable employee bargaining union, Service Employees International Union ("SEIU") Local 721, met, conferred and agreed to amend the Position Classification Plan to include the new classifications.

Subsequent to conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include the classifications of Lead Parking Control Officer and Lead Security Officer and recommended approval and adoption thereof to the City Council at its meeting conducted on January 17, 2018.

STATEMENT OF ISSUE

After review, staff has determined it to be fair and necessary to amend the Position Classification Plan by adding the Lead Parking Control Officer and Lead Security Officer classifications.

The primary purpose for adding the Lead Parking Control Officer and Lead Security Officer to the Position Classification Plan is to provide a higher level of support with administrative and operational duties of all parking and security related functions

associated with the division. These revisions will update the existing Position Classification Plan.

FISCAL IMPACT

The salary range for the new classifications shall be as follows:

<u>Classification</u>	<u>Range</u>
Lead Security Officer	93
Lead Parking Control Officer	86

The salaries for the above new classifications are included in the City's 2018-2019 Fiscal Year's budget; therefore no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND
ESTABLISHING A SALARY RANGE FOR THE POSITIONS OF LEAD
PARKING CONTROL OFFICER AND LEAD SECURITY OFFICER**

WHEREAS, the City Manager authorized a review of the City's current Position Classification Plan to add the new positions of Lead Parking Control Officer and Lead Security Officer; and

WHEREAS, on November 7, 2018, the City and representatives of the applicable employee bargaining union, Service Employees International Union ("SEIU" Local 721) met, conferred and agreed to amend the Position Classification Plan to include the new classifications; and

WHEREAS, subsequent to conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include the classifications of Lead Parking Control Officer and Lead Security Officer and recommended approval and adoption thereof to the City Council at its meeting conducted on January 17, 2018; and

WHEREAS, after review, staff has determined it to be fair and necessary to amend the Position Classification Plan by adding the Lead Parking Control Officer and the Lead Security Officer classifications; and

WHEREAS, the primary purpose for adding the Lead Parking Control Officer and Lead Security Officer to the Position Classification Plan is to provide a higher level of support with administrative and operational duties of all parking and security related functions; and

WHEREAS, the salaries for the above new classifications are included in the City's 2018-2019 Fiscal Year budget; therefore no anticipated fiscal impact will result from approving this requested action.

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

Section 1. That the new classification specifications of Lead Parking Control Officer and Lead Security Officer are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the salary range for the new classifications shall be as follows:

<u>Classification</u>	<u>Range</u>
Lead Security Officer	93
Lead Parking Control Officer	86

Section 3. That the salaries for the new classifications are included in the City's 2018-19 Fiscal Year budget.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk, City Controller and the Human Resources Department.

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

**SIDE LETTER AGREEMENT BETWEEN
THE CITY OF COMPTON**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME) LOCAL 3947**

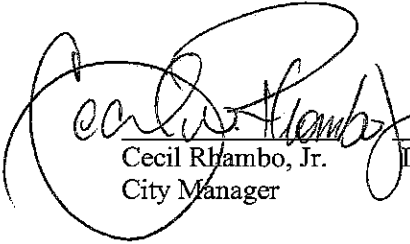
**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND AFSCME
LOCAL 3947 JULY 1, 2016 TO JUNE 30, 2019**

The City of Compton ("City") and American Federation of State, County and Municipal Employees (AFSCME) LOCAL 721 representatives met and conferred on job descriptions for Lead Security Officer, and Lead Parking Enforcement Officer on or about November 7, 2018. The parties have agreed to the job specifications and to a five (5) percent salary increase from that of a Parking and Security Officer as stated in the attached draft job specifications.

The parties agree this tentative agreement is subject to City Council approval.

FOR THE CITY:

FOR THE UNION:

 12/11/18
Cecil Rhambo, Jr. Date
City Manager

 12/10/18
Kevin Monk Date
Worksite Organizer



City of Compton

LEAD PARKING ENFORCEMENT OFFICER

Department: City Manager	Class Code:	6442
Revised Date: November 2018	FLSA Status:	Non-Exempt
Personnel Board Approved:	Bargaining Unit: SEIU Local 721	
Council Approved: Resolution No.		

GENERAL PURPOSE: Under general supervision, serves as a lead to patrol assigned areas of the City, enforcing parking regulations and issuing citations; to assist in the removal of abandoned vehicles from City streets; to maintain a variety of records; and to perform related work as required.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Code Enforcement Manager; assist with personnel evaluations, assist with scheduling, provides training, guidance, and assistance to Parking Enforcement Officers.

DISTINGUISHING CHARACTERISTICS: This is a single position classification in the Parking Enforcement series. This classification performs more highly skilled enforcement duties in comparison to the lower level Parking Enforcement Officers, and has lead level responsibilities at the worksite, whereas the Parking Enforcement Officer does not exercise lead responsibility.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Responds to field issues as requested by Code Enforcement Manager.
- Prepares incident reports involving citizens or officers in the field and makes proper recommendations.
- Assists in reviewing contested complaints as a result of citations issued and may verify cause of citations.
- Ensures officers have proper equipment to complete their daily duties and responsibilities.
- Assist in the coordination of training of Parking Enforcement Officers.
- Patrols the City in a motor vehicle.
- Enforces parking regulations and issues citations as appropriate.
- Answers questions and provides information concerning parking regulations.
- Provides helpful information for visitors to the area.
- Notes and reports problems with parking meters.
- Maintains activity and citation logs.
- Assist in the preparation of annual employee evaluations
- Attend Town Hall and community meetings in the Supervisor's absence due to an emergency
- Identifies and assists in the removal of abandoned vehicles on City streets.
- Conducts and directs traffic in emergencies.
- Operates a computer terminal to prepare and maintain records, files and reports; appears in court and presents evidence for disputed citations.
- Responds to requests for assistance with traffic control problems.
- Keeps vehicles supplied for work shift.
- Performs routine maintenance on parking control vehicles.
- Notifies other City staff of major repairs, which are required.
- Performs other duties as assigned or required.

City of Compton
Lead Parking Enforcement Officer

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a High School diploma or G.E.D equivalent; AND at least two (2) years of responsible work experience at the level of Parking Enforcement Officer for the City of Compton is required.

Required Licenses or Certifications:

- **Must possess a valid California Class C Driver's License.**

Required Knowledge of:

- Basic laws, rules, ordinances and regulations governing parking enforcement functions.
- Basic vehicle maintenance and upkeep.
- Office methods and procedures.

Ability to:

- Read, interpret, apply and enforce parking regulations, laws and ordinances.
- Safely operate a motor vehicle.
- Operate a two-way radio.
- Work without direct supervision.
- Perform basic vehicle maintenance and upkeep.
- Operate a computer terminal to input and retrieve data.
- Read and write at the level required for successful job performance.
- Memorize details and incidents accurately.
- Maintain good public relations with people contacted during work assignments.
- Establish and maintain cooperative working relationships.
- Meet physical and health status requirements for this classification and work category as described in the City's Medical Standards for Applicants and Employees.

Physical Demands / Work Environment:

- Work may require frequent walking, talking, hearing, using hands and fingers, and perform other similar actions during the course of the workday.
- Work is primarily performed in outdoor environments with considerable time spent in moderate temperatures (above 80 degrees), with exposure to the elements including heavy rain.
- Good near vision, far vision and color perception is required.
- May be exposed to wet surfaces and occasional loud noises.
- Work may involve exposure to moving traffic.
- Must be able to work during weekdays, weekends, and holidays on any assigned shift.



City of Compton

LEAD SECURITY OFFICER

Department: City Manager

Class Code:

6314

Revised Date: November 2018

FLSA Status:

Non-Exempt

Personnel Board Approved:

Bargaining Unit:

SEIU Local 721

Council Approved:

Resolution No.

GENERAL PURPOSE: Under supervision, serves as lead to patrol city facilities, parks, playgrounds and parking lots around city property to ensure the safety of persons and property therein and to perform related work as required.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Code Enforcement Manager; as a Lead Security Officer; assist in personnel evaluations, assist with scheduling, provides training, guidance, and assistance to lower-level officers.

DISTINGUISHING CHARACTERISTICS: This is a single position classification in the Security Officer series. This classification performs more highly skilled security duties in comparison to the lower level Security Officers, and has lead-level responsibilities at the worksite, whereas the Security Officer does not exercise lead responsibility. Shift work (day, night, and early morning) may be required on weekends and holidays. Security Officers will be required to carry a side arm following proper qualification procedures.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Conducts orientation for new employees including building and park walk through, field training, uniform pick up, meet and greet with city directors, and assists with other details as needed.
- Coordinates shift assignments to ensure personnel coverage in the event of absences or special events.
- Completes incident reports of all events that occur while on duty.
- Serves as point of contact for any City related issues that occur while on duty.
- Assists in maintaining open lines of communication with the division manager and officers.
- Assist in the preparation of annual employee evaluations
- Ensures annual compliance with necessary training and qualifications of security personnel
- Attend town hall and community meetings in the Supervisor's absence due to an emergency
- Patrols an assigned area on foot and/or in vehicle.
- Serves at a fixed post in or at the entrance to a city facility.
- Checks security and safety of buildings, their contents, supplies and equipment.
- Guards against fire, theft, vandalism and other related dangers.
- Reports and takes action on problems caused by unruly persons, criminal activities, violations of city codes, rules and regulations, California State Laws, accidents, injuries, the need for building and equipment repairs and other hazardous conditions.
- Cites persons for parking violations.
- Act as Sergeant of Arms at City Council meetings, handles mail between city departments.
- Questions, detains and may perform arrests of law violators.
- Restrains violent persons.
- Prevents trespassing and loitering.

City of Compton
Lead Security Officer

- Escorts violators off city property, may carry loaded side arm.
- May furnish the public with rules and regulations governing City facilities.
- Assist law enforcement officers as directed.
- Prepares reports and maintains records of activities.
- Furnishes the public with information and directions as needed.
- Testifies in court.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a High School diploma or G.E.D equivalent; AND two (2) years of security experience within the City of Compton is required.

Required Licenses or Certifications:

- **Must possess a valid California Class C Driver's License.**
- Possession of a valid Certificate of Completion for P. O. S. T. certified courses in Powers of Arrest and Firearms Training (P.C. 832 (a)) at the time of application.

Required Knowledge of:

- Security methods and procedures including basic police operations as related to security laws of arrest.
- Acceptable security work.
- Legal rights of citizens.
- Basic methods and techniques for effective public contacts.
- Geography of the local area.

Ability to:

- Perform the full range of Security Officer Duties.
- Properly use and care for firearms.
- Accurately observe incidents, and persons.
- Analyze situations quickly.
- Understand and follow oral and written directions.
- Write clear and comprehensive reports.
- Deal courteously and effectively with the public and all individuals or groups contacted during the course of work.

Physical Demands / Age Requirement:

- Applicants must meet health status and physical requirements for this classification and work category as defined in the City's Medical Standards for Applicants and Employees - including the requirements for visual acuity no worse than 20/40 in each eye, separately, without correction, or 20/30 in each eye, separately with correction.
- Applicants must be at least 21 years of age at the time of application.

June 11, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ALITA L. GODWIN, MMC, CITY CLERK

**SUBJECT: FIREWORKS APPLICATION APPROVAL/DENIAL
HEARING**

SUMMARY

This staff report details the results of the 2019 Firework Stand lottery and indicates staff's approval and denial recommendations for City Council's consideration.

BACKGROUND

In 2006, the City of Compton passed Ordinance No. 2,138, approving a lottery system to select charitable organizations, associations, or corporations to obtain a permit to sell safe and sane fireworks. Pursuant to Compton Municipal Code Section 22-2, applicants desiring to obtain a permit for the sale of fireworks in the City of Compton shall make an application for a permit through the City Clerk's Office between March 1st and April 1st. A random drawing is held on the second Tuesday in May. There is only one (1) licensed fireworks stand per every eight thousand (8,000) residents not to exceed fifteen (15). For 2019 there are 8 slots available for firework stands. The successful applicant shall hold the drawing for two (2) years, providing all additional requirements are met.

The random drawing for the 2019 Firework stands was conducted on May 14, 2019 in the City Clerk's Office.

STATEMENT OF THE ISSUE

There were seventeen (18) applications submitted; Thirteen (14) applicants were allowed to participate in the lottery and two (2) were disqualified from participation and two (2) applicants are second year participants.

Pursuant to Compton Municipal Code 22-2.4(c), Any applicants failing to file **ALL** required documentation by April 1st will be disqualified for consideration. **NO EXCEPTIONS.**

The following applicants are outside of City's boundaries, and were disqualified for lottery consideration:

1. Rancho Dominguez Athletics
2. West Coast Rebels

The results of the lottery are as follows:

1. Trinity Ministry Outreach
2. Pentecost Temple Ministries
3. Compton Bears Youth Football (2nd year)
4. Phi Beta Sigma Fraternity (2nd year)
5. KDS & Associates
6. New Holy Trinity Baptist Church
7. Light of the World Community Church (2nd year)
8. Christ First Baptist Church (2nd year)
9. All Families Matter, Inc.
10. Light of the World Community Church C.O.G.I.C. (2nd year)
11. Sunshine community Resources Organization Center
12. Victory Outreach
13. Latino Chamber of Commerce
14. First Charity Missionary Baptist Church

Dominguez Samoan Congregational Christian Church and Curry Temple Christian Methodist Church are in their second year and not included in the lottery process.

Pursuant to Compton Municipal Code Section 22-2.6, staff is recommending denial of the following lottery participants due to ineligibility:

1. Trinity Ministry Outreach Church (unable to identify officer in Compton, and verify net proceeds).
2. Pentecost Temple Ministries (unable to identify officer in Compton, written authorization not signed by CUSD).
3. Phi Beta Sigma (No written authorization or membership list).
4. New Holy Trinity Baptist Church– (net proceeds not spent in Compton).
5. Light of the World Community Church– (net proceeds questionable and principle place of business).
6. Christ First Baptist Church (not all proceeds spent in Compton and unable to identify officer in Compton).
7. All Families Matter (No application, written authorization, Fire Marshall permit, no stand location, officer not identified and no non-profit status provided).
8. Light of the World C.O.G.I.C. (No record of receipts for net proceeds).
9. Sunshine Community Resource (No application, written authorization, unable to identify officer in Compton).
10. Latino Chamber of Commerce (No application or written authorization).
11. First Charity Missionary Baptist Church (No application, no written authorization, membership list is less than the required 35).
12. Dominguez Samoan Congregation Christian Church (unable to identify net proceeds, officer in Compton, membership list is less than the required 35).
13. Curry Temple Christian Methodist Church (No membership list, unable to verify net proceeds).

Consequently, Staff's recommendation is that the following organizations be approved:

1. Compton Bears Youth Football & Cheer
2. KDS & Associates
3. Victory Outreach

The City Council, after a hearing thereon and in its sole discretion, may grant or deny a permit to sell fireworks. The City Council shall use whether the applicant in fact complies with the eligibility requirements, the amount of community activity, the length of community service, the manner in which funds have been used, the size of the annual budget and other such community activities of the applicant as the Council deems relevant.

ALTERNATIVE

The Compton fireworks application process is pursuant to Compton Municipal Code Section 22-2.6. No alternative process is authorized.

FISCAL IMPACT

Applicants pay to the City of Compton a nonrefundable application and permit fee of two hundred fifty dollars (\$250.00).

RECOMMENDATION

Staff recommends that the City Council approve/deny the applicants for a fireworks stand as stated above.

ALITA GODWIN, MMC
CITY CLERK

June 11, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER XXIII OF THE COMPTON MUNICIPAL CODE
TO AMEND SECTION 23-1 (WATER CODE) TO ADOPT THE STATE'S
MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO)**

SUMMARY

This Ordinance will amend Chapter XXIII of the Compton Municipal Code to amend Section 23-1 (Water Code) to adopt the State's Model Water Efficient Landscape Ordinance (MWELO).

BACKGROUND

The Compton Municipal Water Department ("Department"), as a permitted water supplier, is required to comply with all water conservation regulations and various other types of legislation which may be enacted by the State of California. On April 1, 2015, then Governor Jerry Brown issued Executive Order B-29-15 directing the State Department of Water Resources (DWR) to update the State's Model Water Efficient Landscape Ordinance (MWELO).

On July 15, 2015, the revised MWELO was approved by the California Water Commission. The revisions focused on major changes which must be addressed when local agencies are revising their own local or regional ordinance.

STATEMENT OF THE ISSUE

The MWELO requires all California cities and counties to adopt the attached Ordinance or to adopt a single agency local ordinance which must be at least as effective as MWELO in the regulation of water efficient landscapes. To comply with state law, the City of Compton must amend Chapter XXIII (Water Code) of the Compton Municipal Code in order to adopt the State's Model Water Efficient Landscape Ordinance (MWELO).

FISCAL IMPACT

None.

ALTERNATIVE

The City may adopt a local ordinance which must be at least as effective as MWEL0 in the regulation of water efficient landscapes.

RECOMMENDATION

It is staff's recommendation that the City Council adopt the attached Ordinance.

**BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER XXIII OF THE COMPTON MUNICIPAL CODE TO
AMEND SECTION 23-1 (WATER CODE) TO ADOPT THE STATE'S MODEL
WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO)**

WHEREAS, the Compton Municipal Water Department ("Department"), as a permitted water supplier, is required to comply with all water conservation regulations and various other types of legislation which may be enacted by the State of California; and

WHEREAS, by Executive Order B-29-15, issued on April 1, 2015 by former Governor Jerry Brown, the State Department of Water Resources (DWR) was directed to update the State's Model Water Efficient Landscape Ordinance (MWELO); and

WHEREAS, on July 15, 2015, the revised MWELO was approved by the California Water Commission; and

WHEREAS, the MWELO requires all California cities and counties to adopt this Ordinance or to adopt a single agency local ordinance which must be at least as effective as MWELO in the regulation of water efficient landscapes; and

WHEREAS, in order to comply with state law, the City of Compton desires to amend Chapter XXIII (Water Code) of the Compton Municipal Code to adopt the State's Model Water Efficient Landscape Ordinance (MWELO) for the regulation of water efficient landscapes in the City.

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

Section 1. That Section 23-1 (Water Code) of Chapter XXIII of the Compton Municipal Code is hereby amended as follows:

a. That Subsection 23-1.33 be added as follows:

23-1.33 Adoption of Sections 490-495, Chapter 2.7 (Model Water Efficient Landscape Ordinance), Division 2, Title 23 (Waters) in the California Code of Regulations.

That certain document, three (3) copies of which are on file in the Office of the City Clerk, being marked and designated as "Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7. Model Water Efficient Landscape Ordinance" (hereinafter the "Model Water Efficient Landscape Ordinance"), published in the California Code of Regulations, is hereby adopted as the Model Water Efficient Landscape Ordinance (MWELO) for regulating water conservation for the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all landscapes in the City of Compton, and providing for the issuance of permits and collection of fees and penalties for the violation thereof; and each and all of the regulations, provisions, conditions and terms of such Model Water Efficient Landscape Ordinance (MWELO) and supplements thereto hereinafter published are hereby referred to, adopted and made a part hereof as if fully set out in this Chapter, except as the same may hereafter be modified or amended.

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

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

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

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 2.7. Model Water Efficient Landscape Ordinance

§ 490. Purpose.

(a) The State Legislature has found:

- (1) that the waters of the state are of limited supply and are subject to ever increasing demands;
- (2) that the continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- (3) that it is the policy of the State to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- (4) that landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- (5) that landscape design, installation, maintenance and management can and should be water efficient; and
- (6) that Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not and shall not extend to waste or unreasonable method of use.

(b) Consistent with the legislative findings, the purpose of this model ordinance is to:

- (1) promote the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;
- (2) establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects by encouraging the use of a watershed approach that requires cross-sector collaboration of industry, government and property owners to achieve the many benefits possible;
- (3) establish provisions for water management practices and water waste prevention for existing landscapes;
- (4) use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount;
- (5) promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;
- (6) encourage local agencies and water purveyors to use economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure; and
- (7) encourage local agencies to designate the necessary authority that implements and enforces the provisions of the Model Water Efficient Landscape Ordinance or its local landscape ordinance.

(c) Landscapes that are planned, designed, installed, managed and maintained with the watershed based approach can improve California's environmental conditions and provide benefits and realize sustainability goals. Such landscapes will make the urban environment resilient in the face of climatic extremes. Consistent with the legislative findings and purpose of the Ordinance, conditions in the urban setting will be improved by:

- (1) Creating the conditions to support life in the soil by reducing compaction, incorporating organic matter that increases water retention, and promoting productive plant growth that leads to more carbon storage, oxygen production, shade, habitat and esthetic benefits.
- (2) Minimizing energy use by reducing irrigation water requirements, reducing reliance on petroleum based fertilizers and pesticides, and planting climate appropriate shade trees in urban areas.

- (3) Conserving water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment.
- (4) Protecting air and water quality by reducing power equipment use and landfill disposal trips, selecting recycled and locally sourced materials, and using compost, mulch and efficient irrigation equipment to prevent erosion.
- (5) Protecting existing habitat and creating new habitat by choosing local native plants, climate adapted non-natives and avoiding invasive plants. Utilizing integrated pest management with least toxic methods as the first course of action.

Note: Authority cited: Section 65593, Government Code. Reference: Sections 65591, 65593 and 65596, Government Code.

§ 490.1. Applicability.

- (a) After December 1, 2015, and consistent with Executive Order No. B-29-15, this ordinance shall apply to all of the following landscape projects:
 - (1) new construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
 - (2) rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
 - (3) existing landscapes limited to Sections 493, 493.1 and 493.2; and
 - (4) cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 492.4, 492.11, and 492.12; and existing cemeteries are limited to Sections 493, 493.1, and 493.2.
- (b) For local land use agencies working together to develop a regional water efficient landscape ordinance, the reporting requirements of this ordinance shall become effective December 1, 2015 and the remainder of this ordinance shall be effective no later than February 1, 2016.
- (c) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix D.
- (d) For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2500 sq. ft. of landscape and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix D section (5).
- (e) This ordinance does not apply to:
 - (1) registered local, state or federal historical sites;
 - (2) ecological restoration projects that do not require a permanent irrigation system;
 - (3) mined-land reclamation projects that do not require a permanent irrigation system; or
 - (4) existing plant collections, as part of botanical gardens and arboretums open to the public.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 491. Definitions.

The terms used in this ordinance have the meaning set forth below:

- (a) "applied water" means the portion of water supplied by the irrigation system to the landscape.
- (b) "automatic irrigation controller" means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.
- (c) "backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
- (d) "Certificate of Completion" means the document required under Section 492.9.

- (e) “certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.
- (f) “certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.
- (g) “check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.
- (h) “common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.
- (i) “compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.
- (j) “conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.
- (k) “distribution uniformity” means the measure of the uniformity of irrigation water over a defined area.
- (l) “drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
- (m) “ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
- (n) “effective precipitation” or “usable rainfall” (Eppt) means the portion of total precipitation which becomes available for plant growth.
- (o) “emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.
- (p) “established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.
- (q) “establishment period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.
- (r) “Estimated Total Water Use” (ETWU) means the total water used for the landscape as described in Section 492.4.
- (s) “ET adjustment factor” (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.
- (t) “evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.
- (u) “flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.
- (v) “flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

(w) “friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

(x) “Fuel Modification Plan Guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

(y) “graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

(z) “hardscapes” means any durable material (pervious and non-pervious).

(aa) “hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

(bb) “infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

(cc) “invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

(dd) “irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “Watersense” labeled auditing program.

(ee) “irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

(ff) “irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

(gg) “irrigation water use analysis” means an analysis of water use data based on meter readings and billing data.

(hh) “landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

(ii) “landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

(jj) “landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

(kk) “Landscape Documentation Package” means the documents required under Section 492.3.

(ll) “landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 490.1.

(mm) “landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

(nn) “lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

(oo) “local agency” means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

(pp) “local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

(qq) “low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

(rr) “main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

(ss) “master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

(tt) “Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 492.4. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

(uu) “median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

(vv) “microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

(ww) “mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

(xx) “mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

(yy) “new construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

(zz) “non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

(aaa) “operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

(bbb) “overhead sprinkler irrigation systems” or “overhead spray irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

(ccc) “overspray” means the irrigation water which is delivered beyond the target area.

(ddd) “parkway” means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

(eee) “permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

(fff) “pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

(ggg) “plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication “Water Use Classification of Landscape Species”. Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

(hhh) “project applicant” means the individual or entity submitting a Landscape Documentation Package required under Section 492.3, to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.

(iii) “rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

(jjj) “record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

(kkk) “recreational area” means areas, excluding private single family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

(lll) “recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

(mmm) “reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated.

(nnn) “Regional Water Efficient Landscape Ordinance” means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

(ooo) “rehabilitated landscape” means any relandscaping project that requires a permit, plan check, or design review, meets the requirements of Section 490.1, and the modified landscape area is equal to or greater than 2,500 square feet.

(ppp) “residential landscape” means landscapes surrounding single or multifamily homes.

(qqq) “run off” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

(rrr) “soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

(sss) “soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

(ttt) “Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

(uuu) “sprinkler head” or “spray head” means a device which delivers water through a nozzle.

(vvv) “static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

(www) “station” means an area served by one valve or by a set of valves that operate simultaneously.

(xxx) “swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

(yyy) “submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

(zzz) “turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

(aaaa) “valve” means a device used to control the flow of water in the irrigation system.

(bbbb) “water conserving plant species” means a plant species identified as having a very low or low plant factor.

(cccc) “water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

(dddd) “watering window” means the time of day irrigation is allowed.

(eeee) “WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources.

Note: Authority cited: Section 65595, Government Code. Reference: Sections 65592 and 65596, Government Code.

§ 492. Provisions for New Construction or Rehabilitated Landscapes.

(a) A local agency may designate by mutual agreement, another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity’s specific responsibilities relating to this ordinance.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.4. Water Efficient Landscape Worksheet.

(a) A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix B which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

(1) In calculating the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A. For geographic areas not covered in Appendix A, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.

(b) Water budget calculations shall adhere to the following requirements:

- (1) The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.
- (2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.
- (3) All Special Landscape Areas shall be identified and their water use calculated as shown in Appendix B.
- (4) ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.5. Soil Management Report.

(a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

- (1) Submit soil samples to a laboratory for analysis and recommendations.
 - (A) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
 - (B) The soil analysis shall include:
 1. soil texture;
 2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
 3. pH;
 4. total soluble salts;
 5. sodium;
 6. percent organic matter; and
 7. recommendations.
 - (C) In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.
- (2) The project applicant, or his/her designee, shall comply with one of the following:
 - (A) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or
 - (B) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the Certificate of Completion.
- (3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
- (4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with Certificate of Completion.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.6. Landscape Design Plan.

(a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

- (1) Plant Material
 - (A) Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. Methods to achieve water efficiency shall include one or more of the following:

1. protection and preservation of native species and natural vegetation;
2. selection of water-conserving plant, tree and turf species, especially local native plants;
3. selection of plants based on local climate suitability, disease and pest resistance;
4. selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
5. selection of plants from local and regional landscape program plant lists.
6. selection of plants from local Fuel Modification Plan Guidelines.

(B) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 492.7(a)(2)(D).

(C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:

1. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
2. recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; allow for adequate soil volume for healthy root growth; and
3. consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

(D) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).

(E) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

(F) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches. Refer to the local Fuel Modification Plan guidelines.

(G) The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.

(H) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

(2) Water Features

(A) Recirculating water systems shall be used for water features.

(B) Where available, recycled water shall be used as a source for decorative water features.

(C) Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

(D) Pool and spa covers are highly recommended.

(3) Soil Preparation, Mulch and Amendments

(A) Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

(B) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 492.5).

(C) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.

(D) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5 % of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(E) Stabilizing mulching products shall be used on slopes that meet current engineering standards.

(F) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

(G) Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

(b) The landscape design plan, at a minimum, shall:

- (1) delineate and label each hydrozone by number, letter, or other method;
- (2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;
- (3) identify recreational areas;
- (4) identify areas permanently and solely dedicated to edible plants;
- (5) identify areas irrigated with recycled water;
- (6) identify type of mulch and application depth;
- (7) identify soil amendments, type, and quantity;
- (8) identify type and surface area of water features;
- (9) identify hardscapes (pervious and non-pervious);
- (10) identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to the local agency or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in Section 492.16.
- (11) identify any applicable rain harvesting or catchment technologies discussed in Section 492.16 and their 24-hour retention or infiltration capacity;
- (12) identify any applicable graywater discharge piping, system components and area(s) of distribution;
- (13) contain the following statement: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan"; and
- (14) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code; and Section 1351, Civil Code.

§ 492.7. Irrigation Design Plan.

(a) This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) System

(A) Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq.ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:

1. a customer service meter dedicated to landscape use provided by the local water purveyor; or
 2. a privately owned meter or submeter.
- (B) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.
- (C) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
 2. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- (D) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
- (E) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
- (F) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
- (G) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5000 sq. ft. or larger.
- (H) Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.
- (I) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.
- (J) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.
- (K) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- (L) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 492.4 regarding the Maximum Applied Water Allowance.
- (M) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard, All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- (N) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- (O) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
- (P) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.
- (Q) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

(R) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.

(S) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

(T) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(U) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
3. the irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 492.7 (a)(1)(I). Prevention of overspray and runoff must be confirmed during the irrigation audit.

(V) Slopes greater than 25% shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(2) Hydrozone

(A) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

(B) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

(C) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

(D) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

1. plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
2. the plant factor of the higher water using plant is used for calculations.

(E) Individual hydrozones that mix high and low water use plants shall not be permitted.

(F) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the irrigation audit and programming the controller.

(b) The irrigation design plan, at a minimum, shall contain:

- (1) location and size of separate water meters for landscape;
- (2) location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
- (3) static water pressure at the point of connection to the public water supply;
- (4) flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
- (5) recycled water irrigation systems as specified in Section 492.14;
- (6) the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and

(7) the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.9. Certificate of Completion.

(a) The Certificate of Completion (see Appendix C for a sample certificate) shall include the following six (6) elements:

(1) project information sheet that contains:

- (A) date;
- (B) project name;
- (C) project applicant name, telephone, and mailing address;
- (D) project address and location; and
- (E) property owner name, telephone, and mailing address;

(2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;

- (A) where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;
- (B) A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.

(3) irrigation scheduling parameters used to set the controller (see Section 492.10);

(4) landscape and irrigation maintenance schedule (see Section 492.11);

(5) irrigation audit report (see Section 492.12); and

(6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 492.5).

(b) The project applicant shall:

- (1) submit the signed Certificate of Completion to the local agency for review;
- (2) ensure that copies of the approved Certificate of Completion are submitted to the local water purveyor and property owner or his or her designee.

(c) The local agency shall:

- (1) receive the signed Certificate of Completion from the project applicant;
- (2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the local agency shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.11. Landscape and Irrigation Maintenance Schedule.

(a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.

(b) A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

- (c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.
- (d) A project applicant is encouraged to implement established landscape industry sustainable Best Practices for all landscape maintenance activities.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.12. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

- (a) All landscape irrigation audits shall be conducted by a local agency landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
- (b) In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.
- (c) For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in Section 490.1:
 - (1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the local agency that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;
 - (2) the local agency shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.13. Irrigation Efficiency.

- (a) For the purpose of determining Estimated Total Water Use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.14. Recycled Water.

- (a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.
- (b) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.
- (c) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.15. Graywater Systems.

- (a) Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to § 490.1 (d) for the applicability of this ordinance to landscape areas less than 2,500 square feet with the Estimated Total Water Use met entirely by graywater.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.16. Stormwater Management and Rainwater Retention.

(a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

(b) Project applicants shall refer to the local agency or Regional Water Quality Control Board for information on any applicable stormwater technical requirements

(c) All planted landscape areas are required to have friable soil to maximize water retention and infiltration. Refer to § 492.6(a)(3).

(d) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: the one inch, 24-hour rain event or (2) the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.

(e) It is recommended that storm water projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

(1) Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.

(2) Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.

Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.

(3) Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.

(4) Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.

Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.

(5) Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.17. Public Education.

(a) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.

(1) A local agency or water supplier/purveyor shall provide information to owners of permitted renovations and new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes based on a water budget.

(b) Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.

(1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per the local ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

(2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.18. Environmental Review.

(a) The local agency must comply with the California Environmental Quality Act (CEQA), as appropriate.

Note: Authority cited: Section 21082, Public Resources Code. Reference: Sections 21080 and 21082, Public Resources Code.

§ 493. Provisions for Existing Landscapes.

(a) A local agency may by mutual agreement, designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 493.1. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

(a) This section, 493.1, shall apply to all existing landscapes that were installed before December 1, 2015 and are over one acre in size.

(1) For all landscapes in 493.1(a) that have a water meter, the local agency shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as: $MAWA = (0.8)(ET_o)(LA)(0.62)$.

(2) For all landscapes in 493.1(a), that do not have a meter, the local agency shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

(b) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 494. Effective Precipitation.

(a) A local agency may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate Maximum Applied Water Allowance:

$MAWA = (ET_o - Eppt)(0.62)[(0.55 \times LA) + (0.45 \times SLA)]$ for residential areas.

$MAWA = (ET_o - EPPT)(0.62)[(0.45 \times LA) + (0.55 \times SLA)]$ for non-residential areas.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 495. Reporting.

(a) Local agencies shall report on implementation and enforcement by December 31, 2015. Local agencies responsible for administering individual ordinances shall report on their updated ordinance, while those agencies developing a regional ordinance shall report on their existing ordinance. Those agencies crafting a regional ordinance shall also report on their new ordinance by March 1, 2016. Subsequently, reporting for all agencies will be due by January 31st of each year. Reports shall be submitted to the Department of Water Resources.

(b) Local agencies are to address the following:

(1) State whether you are adopting a single agency ordinance or a regional agency alliance ordinance, and the date of adoption or anticipated date of adoption.

- (2) Define the reporting period. The reporting period shall commence on December 1, 2015 and the end on December 28, 2015. For local agencies crafting regional ordinances with other agencies, there shall be an additional reporting period commencing on February 1, 2016 and ending on February 28, 2016. In subsequent years, all local agency reporting will be for the calendar year.
- (3) State if using a locally modified Water Efficient Landscape Ordinance (WELO) or the MWELO. If using a locally modified WELO, how is it different than MWELO, is it at least as efficient as MWELO, and are there any exemptions specified?
- (4) State the entity responsible for implementing the ordinance.
- (5) State number and types of projects subject to the ordinance during the specified reporting period.
- (6) State the total area (in square feet or acres) subject to the ordinance over the reporting period, if available.
- (7) Provide the number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.
- (8) Describe the procedure for review of projects subject to the ordinance.
- (9) Describe actions taken to verify compliance. Is a plan check performed; if so, by what entity? Is a site inspection performed; if so, by what entity? Is a post-installation audit required; if so, by whom?
- (10) Describe enforcement measures.
- (11) Explain challenges to implementing and enforcing the ordinance.
- (12) Describe educational and other needs to properly apply the ordinance.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
ALAMEDA													
Fremont	1.5	1.9	3.4	4.7	5.4	6.3	6.7	6.0	4.5	3.4	1.8	1.5	47.0
Livermore	1.2	1.5	2.9	4.4	5.9	6.6	7.4	6.4	5.3	3.2	1.5	0.9	47.2
Oakland	1.5	1.5	2.8	3.9	5.1	5.3	6.0	5.5	4.8	3.1	1.4	0.9	41.8
Oakland Foothills	1.1	1.4	2.7	3.7	5.1	6.4	5.8	4.9	3.6	2.6	1.4	1.0	39.6
Pleasanton	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
Union City	1.4	1.8	3.1	4.2	5.4	5.9	6.4	5.7	4.4	3.1	1.5	1.2	44.2
ALPINE													
Markleeville	0.7	0.9	2.0	3.5	5.0	6.1	7.3	6.4	4.4	2.6	1.2	0.5	40.6
AMADOR													
Jackson	1.2	1.5	2.8	4.4	6.0	7.2	7.9	7.2	5.3	3.2	1.4	0.9	48.9
Shanandoah Valley	1.0	1.7	2.9	4.4	5.6	6.8	7.9	7.1	5.2	3.6	1.7	1.0	48.8
BUTTE													
Chico	1.2	1.8	2.9	4.7	6.1	7.4	8.5	7.3	5.4	3.7	1.7	1.0	51.7
Durham	1.1	1.8	3.2	5.0	6.5	7.4	7.8	6.9	5.3	3.6	1.7	1.0	51.1
Gridley	1.2	1.8	3.0	4.7	6.1	7.7	8.5	7.1	5.4	3.7	1.7	1.0	51.9
Oroville	1.2	1.7	2.8	4.7	6.1	7.6	8.5	7.3	5.3	3.7	1.7	1.0	51.5
CALAVERAS													
San Andreas	1.2	1.5	2.8	4.4	6.0	7.3	7.9	7.0	5.3	3.2	1.4	0.7	48.8
COLUSA													
Colusa	1.0	1.7	3.4	5.0	6.4	7.6	8.3	7.2	5.4	3.8	1.8	1.1	52.8
Williams	1.2	1.7	2.9	4.5	6.1	7.2	8.5	7.3	5.3	3.4	1.6	1.0	50.8
CONTRA COSTA													
Brentwood	1.0	1.5	2.9	4.5	6.1	7.1	7.9	6.7	5.2	3.2	1.4	0.7	48.3
Concord	1.1	1.4	2.4	4.0	5.5	5.9	7.0	6.0	4.8	3.2	1.3	0.7	43.4
Courtland	0.9	1.5	2.9	4.4	6.1	6.9	7.9	6.7	5.3	3.2	1.4	0.7	48.0
Martinez	1.2	1.4	2.4	3.9	5.3	5.6	6.7	5.6	4.7	3.1	1.2	0.7	41.8
Moraga	1.2	1.5	3.4	4.2	5.5	6.1	6.7	5.9	4.6	3.2	1.6	1.0	44.9
Pittsburg	1.0	1.5	2.8	4.1	5.6	6.4	7.4	6.4	5.0	3.2	1.3	0.7	45.4
Walnut Creek	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
DEL NORTE													
Crescent City	0.5	0.9	2.0	3.0	3.7	3.5	4.3	3.7	3.0	2.0	0.9	0.5	27.7
EL DORADO													
Camino	0.9	1.7	2.5	3.9	5.9	7.2	7.8	6.8	5.1	3.1	1.5	0.9	47.3
FRESNO													
Clovis	1.0	1.5	3.2	4.8	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Coalinga	1.2	1.7	3.1	4.6	6.2	7.2	8.5	7.3	5.3	3.4	1.6	0.7	50.9
Firebaugh	1.0	1.8	3.7	5.7	7.3	8.1	8.2	7.2	5.5	3.9	2.0	1.1	55.4
FivePoints	1.3	2.0	4.0	6.1	7.7	8.5	8.7	8.0	6.2	4.5	2.4	1.2	60.4
Fresno	0.9	1.7	3.3	4.8	6.7	7.8	8.4	7.1	5.2	3.2	1.4	0.6	51.1
Fresno State	0.9	1.6	3.2	5.2	7.0	8.0	8.7	7.6	5.4	3.6	1.7	0.9	53.7
Friant	1.2	1.5	3.1	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Kerman	0.9	1.5	3.2	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.2
Kingsburg	1.0	1.5	3.4	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.6
Mendota	1.5	2.5	4.6	6.2	7.9	8.6	8.8	7.5	5.9	4.5	2.4	1.5	61.7
Orange Cove	1.2	1.9	3.5	4.7	7.4	8.5	8.9	7.9	5.9	3.7	1.8	1.2	56.7
Panoche	1.1	2.0	4.0	5.6	7.8	8.5	8.3	7.3	5.6	3.9	1.8	1.2	57.2

Parlier	1.0	1.9	3.6	5.2	6.8	7.6	8.1	7.0	5.1	3.4	1.7	0.9	52.0
Appendix A - Reference Evapotranspiration (ET_o) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET_o
FRESNO													
Reedley	1.1	1.5	3.2	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Westlands	0.9	1.7	3.8	6.3	8.0	8.6	8.6	7.8	5.9	4.3	2.1	1.1	58.8
GLENN													
Orland	1.1	1.8	3.4	5.0	6.4	7.5	7.9	6.7	5.3	3.9	1.8	1.4	52.1
Willows	1.2	1.7	2.9	4.7	6.1	7.2	8.5	7.3	5.3	3.6	1.7	1.0	51.3
HUMBOLDT													
Eureka	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Ferndale	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Garberville	0.6	1.2	2.2	3.1	4.5	5.0	5.5	4.9	3.8	2.4	1.0	0.7	34.9
Hoopla	0.5	1.1	2.1	3.0	4.4	5.4	6.1	5.1	3.8	2.4	0.9	0.7	35.6
IMPERIAL													
Brawley	2.8	3.8	5.9	8.0	10.4	11.5	11.7	10.0	8.4	6.2	3.5	2.1	84.2
Calipatria/Mulberry	2.4	3.2	5.1	6.8	8.6	9.2	9.2	8.6	7.0	5.2	3.1	2.3	70.7
El Centro	2.7	3.5	5.6	7.9	10.1	11.1	11.6	9.5	8.3	6.1	3.3	2.0	81.7
Holtville	2.8	3.8	5.9	7.9	10.4	11.6	12.0	10.0	8.6	6.2	3.5	2.1	84.7
Meloland	2.5	3.2	5.5	7.5	8.9	9.2	9.0	8.5	6.8	5.3	3.1	2.2	71.6
Palo Verde II	2.5	3.3	5.7	6.9	8.5	8.9	8.6	7.9	6.2	4.5	2.9	2.3	68.2
Seeley	2.7	3.5	5.9	7.7	9.7	10.1	9.3	8.3	6.9	5.5	3.4	2.2	75.4
Westmoreland	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Yuma	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
INYO													
Bishop	1.7	2.7	4.8	6.7	8.2	10.9	7.4	9.6	7.4	4.8	2.5	1.6	68.3
Death Valley Jct	2.2	3.3	5.4	7.7	9.8	11.1	11.4	10.1	8.3	5.4	2.9	1.7	79.1
Independence	1.7	2.7	3.4	6.6	8.5	9.5	9.8	8.5	7.1	3.9	2.0	1.5	65.2
Lower Haiwee Res.	1.8	2.7	4.4	7.1	8.5	9.5	9.8	8.5	7.1	4.2	2.6	1.5	67.6
Oasis	2.7	2.8	5.9	8.0	10.4	11.7	11.6	10.0	8.4	6.2	3.4	2.1	83.1
KERN													
Arvin	1.2	1.8	3.5	4.7	6.6	7.4	8.1	7.3	5.3	3.4	1.7	1.0	51.9
Bakersfield	1.0	1.8	3.5	4.7	6.6	7.7	8.5	7.3	5.3	3.5	1.6	0.9	52.4
Bakersfield/Bonanza	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Bakersfield/Greenlee	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Belridge	1.4	2.2	4.1	5.5	7.7	8.5	8.6	7.8	6.0	3.8	2.0	1.5	59.2
Blackwells Corner	1.4	2.1	3.8	5.4	7.0	7.8	8.5	7.7	5.8	3.9	1.9	1.2	56.6
Buttonwillow	1.0	1.8	3.2	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.5	0.9	52.0
China Lake	2.1	3.2	5.3	7.7	9.2	10.0	11.0	9.8	7.3	4.9	2.7	1.7	74.8
Delano	0.9	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.4	0.7	52.0
Famoso	1.3	1.9	3.5	4.8	6.7	7.6	8.0	7.3	5.5	3.5	1.7	1.3	53.1
Grapevine	1.3	1.8	3.1	4.4	5.6	6.8	7.6	6.8	5.9	3.4	1.9	1.0	49.5
Inyokern	2.0	3.1	4.9	7.3	8.5	9.7	11.0	9.4	7.1	5.1	2.6	1.7	72.4
Isabella Dam	1.2	1.4	2.8	4.4	5.8	7.3	7.9	7.0	5.0	3.2	1.7	0.9	48.4
Lamont	1.3	2.4	4.4	4.6	6.5	7.0	8.8	7.6	5.7	3.7	1.6	0.8	54.4
Lost Hills	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
McFarland/Kern	1.2	2.1	3.7	5.6	7.3	8.0	8.3	7.4	5.6	4.1	2.0	1.2	56.5
Shafter	1.0	1.7	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.5	0.9	52.1
Taft	1.3	1.8	3.1	4.3	6.2	7.3	8.5	7.3	5.4	3.4	1.7	1.0	51.2
Tehachapi	1.4	1.8	3.2	5.0	6.1	7.7	7.9	7.3	5.9	3.4	2.1	1.2	52.9
KINGS													

Caruthers	1.6	2.5	4.0	5.7	7.8	8.7	9.3	8.4	6.3	4.4	2.4	1.6	62.7
Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
KINGS													
Corcoran	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Hanford	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.2	5.4	3.4	1.4	0.7	51.5
Kettleman	1.1	2.0	4.0	6.0	7.5	8.5	9.1	8.2	6.1	4.5	2.2	1.1	60.2
Lemoore	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.4	0.7	51.7
Stratford	0.9	1.9	3.9	6.1	7.8	8.6	8.8	7.7	5.9	4.1	2.1	1.0	58.7
LAKE													
Lakeport	1.1	1.3	2.6	3.5	5.1	6.0	7.3	6.1	4.7	2.9	1.2	0.9	42.8
Lower Lake	1.2	1.4	2.7	4.5	5.3	6.3	7.4	6.4	5.0	3.1	1.3	0.9	45.4
LASSEN													
Buntingville	1.0	1.7	3.5	4.9	6.2	7.3	8.4	7.5	5.4	3.4	1.5	0.9	51.8
Ravendale	0.6	1.1	2.3	4.1	5.6	6.7	7.9	7.3	4.7	2.8	1.2	0.5	44.9
Susanville	0.7	1.0	2.2	4.1	5.6	6.5	7.8	7.0	4.6	2.8	1.2	0.5	44.0
LOS ANGELES													
Burbank	2.1	2.8	3.7	4.7	5.1	6.0	6.6	6.7	5.4	4.0	2.6	2.0	51.7
Claremont	2.0	2.3	3.4	4.6	5.0	6.0	7.0	7.0	5.3	4.0	2.7	2.1	51.3
El Dorado	1.7	2.2	3.6	4.8	5.1	5.7	5.9	5.9	4.4	3.2	2.2	1.7	46.3
Glendale	2.0	2.2	3.3	3.8	4.7	4.8	5.7	5.6	4.3	3.3	2.2	1.8	43.7
Glendora	2.0	2.5	3.6	4.9	5.4	6.1	7.3	6.8	5.7	4.2	2.6	2.0	53.1
Gorman	1.6	2.2	3.4	4.6	5.5	7.4	7.7	7.1	5.9	3.6	2.4	1.1	52.4
Hollywood Hills	2.1	2.2	3.8	5.4	6.0	6.5	6.7	6.4	5.2	3.7	2.8	2.1	52.8
Lancaster	2.1	3.0	4.6	5.9	8.5	9.7	11.0	9.8	7.3	4.6	2.8	1.7	71.1
Long Beach	1.8	2.1	3.3	3.9	4.5	4.3	5.3	4.7	3.7	2.8	1.8	1.5	39.7
Los Angeles	2.2	2.7	3.7	4.7	5.5	5.8	6.2	5.9	5.0	3.9	2.6	1.9	50.1
Monrovia	2.2	2.3	3.8	4.3	5.5	5.9	6.9	6.4	5.1	3.2	2.5	2.0	50.2
Palmdale	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
Pasadena	2.1	2.7	3.7	4.7	5.1	6.0	7.1	6.7	5.6	4.2	2.6	2.0	52.3
Pearblossom	1.7	2.4	3.7	4.7	7.3	7.7	9.9	7.9	6.4	4.0	2.6	1.6	59.9
Pomona	1.7	2.0	3.4	4.5	5.0	5.8	6.5	6.4	4.7	3.5	2.3	1.7	47.5
Redondo Beach	2.2	2.4	3.3	3.8	4.5	4.7	5.4	4.8	4.4	2.8	2.4	2.0	42.6
San Fernando	2.0	2.7	3.5	4.6	5.5	5.9	7.3	6.7	5.3	3.9	2.6	2.0	52.0
Santa Clarita	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Santa Monica	1.8	2.1	3.3	4.5	4.7	5.0	5.4	5.4	3.9	3.4	2.4	2.2	44.2
MADERA													
Chowchilla	1.0	1.4	3.2	4.7	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Madera	0.9	1.4	3.2	4.8	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.5
Raymond	1.2	1.5	3.0	4.6	6.1	7.6	8.4	7.3	5.2	3.4	1.4	0.7	50.5
MARIN													
Black Point	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
Novato	1.3	1.5	2.4	3.5	4.4	6.0	5.9	5.4	4.4	2.8	1.4	0.7	39.8
Point San Pedro	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
San Rafael	1.2	1.3	2.4	3.3	4.0	4.8	4.8	4.9	4.3	2.7	1.3	0.7	35.8
MARIPOSA													
Coulterville	1.1	1.5	2.8	4.4	5.9	7.3	8.1	7.0	5.3	3.4	1.4	0.7	48.8
Mariposa	1.1	1.5	2.8	4.4	5.9	7.4	8.2	7.1	5.0	3.4	1.4	0.7	49.0
Yosemite Village	0.7	1.0	2.3	3.7	5.1	6.5	7.1	6.1	4.4	2.9	1.1	0.6	41.4
MENDOCINO													
Fort Bragg	0.9	1.3	2.2	3.0	3.7	3.5	3.7	3.7	3.0	2.3	1.2	0.7	29.0

Hopland	1.1	1.3	2.6	3.4	5.0	5.9	6.5	5.7	4.5	2.8	1.3	0.7	40.9
Appendix A - Reference Evapotranspiration (ET_o) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET_o
MENDOCINO													
Point Arena	1.0	1.3	2.3	3.0	3.7	3.9	3.7	3.7	3.0	2.3	1.2	0.7	29.6
Sanel Valley	1.0	1.6	3.0	4.6	6.0	7.0	8.0	7.0	5.2	3.4	1.4	0.9	49.1
Ukiah	1.0	1.3	2.6	3.3	5.0	5.8	6.7	5.9	4.5	2.8	1.3	0.7	40.9
MERCED													
Kesterson	0.9	1.7	3.4	5.5	7.3	8.2	8.6	7.4	5.5	3.8	1.8	0.9	55.1
Los Banos	1.0	1.5	3.2	4.7	6.1	7.4	8.2	7.0	5.3	3.4	1.4	0.7	50.0
Merced	1.0	1.5	3.2	4.7	6.6	7.9	8.5	7.2	5.3	3.4	1.4	0.7	51.5
MODOC													
Modoc/Alturas	0.9	1.4	2.8	3.7	5.1	6.2	7.5	6.6	4.6	2.8	1.2	0.7	43.2
MONO													
Bridgeport	0.7	0.9	2.2	3.8	5.5	6.6	7.4	6.7	4.7	2.7	1.2	0.5	43.0
MONTEREY													
Arroyo Seco	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
Castroville	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
Gonzales	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
Greenfield	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
King City	1.7	2.0	3.4	4.4	4.4	5.6	6.1	6.7	6.5	5.2	2.2	1.3	49.6
King City-Oasis Rd.	1.4	1.9	3.6	5.3	6.5	7.3	7.4	6.8	5.1	4.0	2.0	1.5	52.7
Long Valley	1.5	1.9	3.2	4.1	5.8	6.5	7.3	6.7	5.3	3.6	2.0	1.2	49.1
Monterey	1.7	1.8	2.7	3.5	4.0	4.1	4.3	4.2	3.5	2.8	1.9	1.5	36.0
Pajaro	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.1
Salinas	1.6	1.9	2.7	3.8	4.8	4.7	5.0	4.5	4.0	2.9	1.9	1.3	39.1
Salinas North	1.2	1.5	2.9	4.1	4.6	5.2	4.5	4.3	3.2	2.8	1.5	1.2	36.9
San Ardo	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
San Juan	1.8	2.1	3.4	4.6	5.3	5.7	5.5	4.9	3.8	3.2	2.2	1.9	44.2
Soledad	1.7	2.0	3.4	4.4	5.5	5.4	6.5	6.2	5.2	3.7	2.2	1.5	47.7
NAPA													
Angwin	1.8	1.9	3.2	4.7	5.8	7.3	8.1	7.1	5.5	4.5	2.9	2.1	54.9
Carneros	0.8	1.5	3.1	4.6	5.5	6.6	6.9	6.2	4.7	3.5	1.4	1.0	45.8
Oakville	1.0	1.5	2.9	4.7	5.8	6.9	7.2	6.4	4.9	3.5	1.6	1.2	47.7
St Helena	1.2	1.5	2.8	3.9	5.1	6.1	7.0	6.2	4.8	3.1	1.4	0.9	44.1
Yountville	1.3	1.7	2.8	3.9	5.1	6.0	7.1	6.1	4.8	3.1	1.5	0.9	44.3
NEVADA													
Grass Valley	1.1	1.5	2.6	4.0	5.7	7.1	7.9	7.1	5.3	3.2	1.5	0.9	48.0
Nevada City	1.1	1.5	2.6	3.9	5.8	6.9	7.9	7.0	5.3	3.2	1.4	0.9	47.4
ORANGE													
Irvine	2.2	2.5	3.7	4.7	5.2	5.9	6.3	6.2	4.6	3.7	2.6	2.3	49.6
Laguna Beach	2.2	2.7	3.4	3.8	4.6	4.6	4.9	4.9	4.4	3.4	2.4	2.0	43.2
Santa Ana	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7	2.5	2.0	48.2
PLACER													
Auburn	1.2	1.7	2.8	4.4	6.1	7.4	8.3	7.3	5.4	3.4	1.6	1.0	50.6
Blue Canyon	0.7	1.1	2.1	3.4	4.8	6.0	7.2	6.1	4.6	2.9	0.9	0.6	40.5
Colfax	1.1	1.5	2.6	4.0	5.8	7.1	7.9	7.0	5.3	3.2	1.4	0.9	47.9
Roseville	1.1	1.7	3.1	4.7	6.2	7.7	8.5	7.3	5.6	3.7	1.7	1.0	52.2
Soda Springs	0.7	0.7	1.8	3.0	4.3	5.3	6.2	5.5	4.1	2.5	0.7	0.7	35.4
Tahoe City	0.7	0.7	1.7	3.0	4.3	5.4	6.1	5.6	4.1	2.4	0.8	0.6	35.5
Truckee	0.7	0.7	1.7	3.2	4.4	5.4	6.4	5.7	4.1	2.4	0.8	0.6	36.2

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
PLUMAS													
Portola	0.7	0.9	1.9	3.5	4.9	5.9	7.3	5.9	4.3	2.7	0.9	0.5	39.4
Quincy	0.7	0.9	2.2	3.5	4.9	5.9	7.3	5.9	4.4	2.8	1.2	0.5	40.2
RIVERSIDE													
Beaumont	2.0	2.3	3.4	4.4	6.1	7.1	7.6	7.9	6.0	3.9	2.6	1.7	55.0
Blythe	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Cathedral City	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Coachella	2.9	4.4	6.2	8.4	10.5	11.9	12.3	10.1	8.9	6.2	3.8	2.4	88.1
Desert Center	2.9	4.1	6.4	8.5	11.0	12.1	12.2	11.1	9.0	6.4	3.9	2.6	90.0
Elsinore	2.1	2.8	3.9	4.4	5.9	7.1	7.6	7.0	5.8	3.9	2.6	1.9	55.0
Indio	3.1	3.6	6.5	8.3	10.5	11.0	10.8	9.7	8.3	5.9	3.7	2.7	83.9
La Quinta	2.4	2.8	5.2	6.5	8.3	8.7	8.5	7.9	6.5	4.5	2.7	2.2	66.2
Mecca	2.6	3.3	5.7	7.2	8.6	9.0	8.8	8.2	6.8	5.0	3.2	2.4	70.8
Oasis	2.9	3.3	5.3	6.1	8.5	8.9	8.7	7.9	6.9	4.8	2.9	2.3	68.4
Palm Desert	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
Palm Springs	2.0	2.9	4.9	7.2	8.3	8.5	11.6	8.3	7.2	5.9	2.7	1.7	71.1
Rancho California	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
Rancho Mirage	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Ripley	2.7	3.3	5.6	7.2	8.7	8.7	8.4	7.6	6.2	4.6	2.8	2.2	67.8
Salton Sea North	2.5	3.3	5.5	7.2	8.8	9.3	9.2	8.5	6.8	5.2	3.1	2.3	71.7
Temecula East II	2.3	2.4	4.1	4.9	6.4	7.0	7.8	7.4	5.7	4.1	2.6	2.2	56.7
Thermal	2.4	3.3	5.5	7.6	9.1	9.6	9.3	8.6	7.1	5.2	3.1	2.1	72.8
Riverside UC	2.5	2.9	4.2	5.3	5.9	6.6	7.2	6.9	5.4	4.1	2.9	2.6	56.4
Winchester	2.3	2.4	4.1	4.9	6.4	6.9	7.7	7.5	6.0	3.9	2.6	2.1	56.8
SACRAMENTO													
Fair Oaks	1.0	1.6	3.4	4.1	6.5	7.5	8.1	7.1	5.2	3.4	1.5	1.0	50.5
Sacramento	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	0.9	51.9
Twitchell Island	1.2	1.8	3.9	5.3	7.4	8.8	9.1	7.8	5.9	3.8	1.7	1.2	57.9
SAN BENITO													
Hollister	1.5	1.8	3.1	4.3	5.5	5.7	6.4	5.9	5.0	3.5	1.7	1.1	45.1
San Benito	1.2	1.6	3.1	4.6	5.6	6.4	6.9	6.5	4.8	3.7	1.7	1.2	47.2
San Juan Valley	1.4	1.8	3.4	4.5	6.0	6.7	7.1	6.4	5.0	3.5	1.8	1.4	49.1
SAN BERNARDINO													
Baker	2.7	3.9	6.1	8.3	10.4	11.8	12.2	11.0	8.9	6.1	3.3	2.1	86.6
Barstow NE	2.2	2.9	5.3	6.9	9.0	10.1	9.9	8.9	6.8	4.8	2.7	2.1	71.7
Big Bear Lake	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Chino	2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6
Crestline	1.5	1.9	3.3	4.4	5.5	6.6	7.8	7.1	5.4	3.5	2.2	1.6	50.8
Lake Arrowhead	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Lucerne Valley	2.2	2.9	5.1	6.5	9.1	11.0	11.4	9.9	7.4	5.0	3.0	1.8	75.3
Needles	3.2	4.2	6.6	8.9	11.0	12.4	12.8	11.0	8.9	6.6	4.0	2.7	92.1
Newberry Springs	2.1	2.9	5.3	8.4	9.8	10.9	11.1	9.9	7.6	5.2	3.1	2.0	78.2
San Bernardino	2.0	2.7	3.8	4.6	5.7	6.9	7.9	7.4	5.9	4.2	2.6	2.0	55.6
Twentynine Palms	2.6	3.6	5.9	7.9	10.1	11.2	11.2	10.3	8.6	5.9	3.4	2.2	82.9
Victorville	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
SAN DIEGO													
Chula Vista	2.2	2.7	3.4	3.8	4.9	4.7	5.5	4.9	4.5	3.4	2.4	2.0	44.2
Escondido SPV	2.4	2.6	3.9	4.7	5.9	6.5	7.1	6.7	5.3	3.9	2.8	2.3	54.2

Miramar	2.3	2.5	3.7	4.1	5.1	5.4	6.1	5.8	4.5	3.3	2.4	2.1	47.1
Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SAN DIEGO													
Oceanside	2.2	2.7	3.4	3.7	4.9	4.6	4.6	5.1	4.1	3.3	2.4	2.0	42.9
Otay Lake	2.3	2.7	3.9	4.6	5.6	5.9	6.2	6.1	4.8	3.7	2.6	2.2	50.4
Pine Valley	1.5	2.4	3.8	5.1	6.0	7.0	7.8	7.3	6.0	4.0	2.2	1.7	54.8
Ramona	2.1	2.1	3.4	4.6	5.2	6.3	6.7	6.8	5.3	4.1	2.8	2.1	51.6
San Diego	2.1	2.4	3.4	4.6	5.1	5.3	5.7	5.6	4.3	3.6	2.4	2.0	46.5
Santee	2.1	2.7	3.7	4.5	5.5	6.1	6.6	6.2	5.4	3.8	2.6	2.0	51.1
Torrey Pines	2.2	2.3	3.4	3.9	4.0	4.1	4.6	4.7	3.8	2.8	2.0	2.0	39.8
Warner Springs	1.6	2.7	3.7	4.7	5.7	7.6	8.3	7.7	6.3	4.0	2.5	1.3	56.0
SAN FRANCISCO													
San Francisco	1.5	1.3	2.4	3.0	3.7	4.6	4.9	4.8	4.1	2.8	1.3	0.7	35.1
SAN JOAQUIN													
Farmington	1.5	1.5	2.9	4.7	6.2	7.6	8.1	6.8	5.3	3.3	1.4	0.7	50.0
Lodi West	1.0	1.6	3.3	4.3	6.3	6.9	7.3	6.4	4.5	3.0	1.4	0.8	46.7
Manteca	0.9	1.7	3.4	5.0	6.5	7.5	8.0	7.1	5.2	3.3	1.6	0.9	51.2
Stockton	0.8	1.5	2.9	4.7	6.2	7.4	8.1	6.8	5.3	3.2	1.4	0.6	49.1
Tracy	1.0	1.5	2.9	4.5	6.1	7.3	7.9	6.7	5.3	3.2	1.3	0.7	48.5
SAN LUIS OBISPO													
Arroyo Grande	2.0	2.2	3.2	3.8	4.3	4.7	4.3	4.6	3.8	3.2	2.4	1.7	40.0
Atascadero	1.2	1.5	2.8	3.9	4.5	6.0	6.7	6.2	5.0	3.2	1.7	1.0	43.7
Morro Bay	2.0	2.2	3.1	3.5	4.3	4.5	4.6	4.6	3.8	3.5	2.1	1.7	39.9
Nipomo	2.2	2.5	3.8	5.1	5.7	6.2	6.4	6.1	4.9	4.1	2.9	2.3	52.1
Paso Robles	1.6	2.0	3.2	4.3	5.5	6.3	7.3	6.7	5.1	3.7	2.1	1.4	49.0
San Luis Obispo	2.0	2.2	3.2	4.1	4.9	5.3	4.6	5.5	4.4	3.5	2.4	1.7	43.8
San Miguel	1.6	2.0	3.2	4.3	5.0	6.4	7.4	6.8	5.1	3.7	2.1	1.4	49.0
San Simeon	2.0	2.0	2.9	3.5	4.2	4.4	4.6	4.3	3.5	3.1	2.0	1.7	38.1
SAN MATEO													
Hal Moon Bay	1.5	1.7	2.4	3.0	3.9	4.3	4.3	4.2	3.5	2.8	1.3	1.0	33.7
Redwood City	1.5	1.8	2.9	3.8	5.2	5.3	6.2	5.6	4.8	3.1	1.7	1.0	42.8
Woodside	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
SANTA BARBARA													
Betteravia	2.1	2.6	4.0	5.2	6.0	5.9	5.8	5.4	4.1	3.3	2.7	2.1	49.1
Carpenteria	2.0	2.4	3.2	3.9	4.8	5.2	5.5	5.7	4.5	3.4	2.4	2.0	44.9
Cuyama	2.1	2.4	3.8	5.4	6.9	7.9	8.5	7.7	5.9	4.5	2.6	2.0	59.7
Goleta	2.1	2.5	3.9	5.1	5.7	5.7	5.4	5.4	4.2	3.2	2.8	2.2	48.1
Goleta Foothills	2.3	2.6	3.7	5.4	5.3	5.6	5.5	5.7	4.5	3.9	2.8	2.3	49.6
Guadalupe	2.0	2.2	3.2	3.7	4.9	4.6	4.5	4.6	4.1	3.3	2.4	1.7	41.1
Lompoc	2.0	2.2	3.2	3.7	4.8	4.6	4.9	4.8	3.9	3.2	2.4	1.7	41.1
Los Alamos	1.8	2.0	3.2	4.1	4.9	5.3	5.7	5.5	4.4	3.7	2.4	1.6	44.6
Santa Barbara	2.0	2.5	3.2	3.8	4.6	5.1	5.5	4.5	3.4	2.4	1.8	1.8	40.6
Santa Maria	1.8	2.3	3.7	5.1	5.7	5.8	5.6	5.3	4.2	3.5	2.4	1.9	47.4
Santa Ynez	1.7	2.2	3.5	5.0	5.8	6.2	6.4	6.0	4.5	3.6	2.2	1.7	48.7
Sisquoc	2.1	2.5	3.8	4.1	6.1	6.3	6.4	5.8	4.7	3.4	2.3	1.8	49.2
Solvang	2.0	2.0	3.3	4.3	5.0	5.6	6.1	5.6	4.4	3.7	2.2	1.6	45.6
SANTA CLARA													
Gilroy	1.3	1.8	3.1	4.1	5.3	5.6	6.1	5.5	4.7	3.4	1.7	1.1	43.6
Los Gatos	1.5	1.8	2.8	3.9	5.0	5.6	6.2	5.5	4.7	3.2	1.7	1.1	42.9
Morgan Hill	1.5	1.8	3.4	4.2	6.3	7.0	7.1	6.0	5.1	3.7	1.9	1.4	49.5

Palo Alto	1.5	1.8	2.8	3.8	5.2	5.3	6.2	5.6	5.0	3.2	1.7	1.0	43.0
Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SANTA CLARA													
San Jose	1.5	1.8	3.1	4.1	5.5	5.8	6.5	5.9	5.2	3.3	1.8	1.0	45.3
SANTA CRUZ													
De Laveaga	1.4	1.9	3.3	4.7	4.9	5.3	5.0	4.8	3.6	3.0	1.6	1.3	40.8
Green Valley Rd	1.2	1.8	3.2	4.5	4.6	5.4	5.2	5.0	3.7	3.1	1.6	1.3	40.6
Santa Cruz	1.5	1.8	2.6	3.5	4.3	4.4	4.8	4.4	3.8	2.8	1.7	1.2	36.6
Watsonville	1.5	1.8	2.7	3.7	4.6	4.5	4.9	4.2	4.0	2.9	1.8	1.2	37.7
Webb	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.2
SHASTA													
Burney	0.7	1.0	2.1	3.5	4.9	5.9	7.4	6.4	4.4	2.9	0.9	0.6	40.9
Fall River Mills	0.6	1.0	2.1	3.7	5.0	6.1	7.8	6.7	4.6	2.8	0.9	0.5	41.8
Glenburn	0.6	1.0	2.1	3.7	5.0	6.3	7.8	6.7	4.7	2.8	0.9	0.6	42.1
McArthur	0.7	1.4	2.9	4.2	5.6	6.9	8.2	7.2	5.0	3.0	1.1	0.6	46.8
Redding	1.2	1.4	2.6	4.1	5.6	7.1	8.5	7.3	5.3	3.2	1.4	0.9	48.8
SIERRA													
Downieville	0.7	1.0	2.3	3.5	5.0	6.0	7.4	6.2	4.7	2.8	0.9	0.6	41.3
Sierraville	0.7	1.1	2.2	3.2	4.5	5.9	7.3	6.4	4.3	2.6	0.9	0.5	39.6
SISKIYOU													
Happy Camp	0.5	0.9	2.0	3.0	4.3	5.2	6.1	5.3	4.1	2.4	0.9	0.5	35.1
MacDoel	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
Mt Shasta	0.5	0.9	2.0	3.0	4.5	5.3	6.7	5.7	4.0	2.2	0.7	0.5	36.0
Tule lake FS	0.7	1.3	2.7	4.0	5.4	6.3	7.1	6.4	4.7	2.8	1.0	0.6	42.9
Weed	0.5	0.9	2.0	2.5	4.5	5.3	6.7	5.5	3.7	2.0	0.9	0.5	34.9
Yreka	0.6	0.9	2.1	3.0	4.9	5.8	7.3	6.5	4.3	2.5	0.9	0.5	39.2
SOLANO													
Benicia	1.3	1.4	2.7	3.8	4.9	5.0	6.4	5.5	4.4	2.9	1.2	0.7	40.3
Dixon	0.7	1.4	3.2	5.2	6.3	7.6	8.2	7.2	5.5	4.3	1.6	1.1	52.1
Fairfield	1.1	1.7	2.8	4.0	5.5	6.1	7.8	6.0	4.8	3.1	1.4	0.9	45.2
Hastings Tract	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Putah Creek	1.0	1.6	3.2	4.9	6.1	7.3	7.9	7.0	5.3	3.8	1.8	1.2	51.0
Rio Vista	0.9	1.7	2.8	4.4	5.9	6.7	7.9	6.5	5.1	3.2	1.3	0.7	47.0
Suisun Valley	0.6	1.3	3.0	4.7	5.8	7.0	7.7	6.8	5.3	3.8	1.4	0.9	48.3
Winters	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
SONOMA													
Bennett Valley	1.1	1.7	3.2	4.1	5.5	6.5	6.6	5.7	4.5	3.1	1.5	0.9	44.4
Cloverdale	1.1	1.4	2.6	3.4	5.0	5.9	6.2	5.6	4.5	2.8	1.4	0.7	40.7
Fort Ross	1.2	1.4	2.2	3.0	3.7	4.5	4.2	4.3	3.4	2.4	1.2	0.5	31.9
Healdsburg	1.2	1.5	2.4	3.5	5.0	5.9	6.1	5.6	4.5	2.8	1.4	0.7	40.8
Lincoln	1.2	1.7	2.8	4.7	6.1	7.4	8.4	7.3	5.4	3.7	1.9	1.2	51.9
Petaluma	1.2	1.5	2.8	3.7	4.6	5.6	4.6	5.7	4.5	2.9	1.4	0.9	39.6
Santa Rosa	1.2	1.7	2.8	3.7	5.0	6.0	6.1	5.9	4.5	2.9	1.5	0.7	42.0
Valley of the Moon	1.0	1.6	3.0	4.5	5.6	6.6	7.1	6.3	4.7	3.3	1.5	1.0	46.1
Windsor	0.9	1.6	3.0	4.5	5.5	6.5	6.5	5.9	4.4	3.2	1.4	1.0	44.2
STANISLAUS													
Denair	1.0	1.9	3.6	4.7	7.0	7.9	8.0	6.1	5.3	3.4	1.5	1.0	51.4
La Grange	1.2	1.5	3.1	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Modesto	0.9	1.4	3.2	4.7	6.4	7.7	8.1	6.8	5.0	3.4	1.4	0.7	49.7
Newman	1.0	1.5	3.2	4.6	6.2	7.4	8.1	6.7	5.0	3.4	1.4	0.7	49.3

Oakdale	1.2	1.5	3.2	4.7	6.2	7.7	8.1	7.1	5.1	3.4	1.4	0.7	50.3
Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
STANISLAUS													
Patterson	1.3	2.1	4.2	5.4	7.9	8.6	8.2	6.6	5.8	4.0	1.9	1.3	57.3
Turlock	0.9	1.5	3.2	4.7	6.5	7.7	8.2	7.0	5.1	3.4	1.4	0.7	50.2
SUTTER													
Nicolaus	0.9	1.6	3.2	4.9	6.3	7.5	8.0	6.9	5.2	3.4	1.5	0.9	50.2
Yuba City	1.3	2.1	2.8	4.4	5.7	7.2	7.1	6.1	4.7	3.2	1.2	0.9	46.7
TEHAMA													
Corning	1.2	1.8	2.9	4.5	6.1	7.3	8.1	7.2	5.3	3.7	1.7	1.1	50.7
Gerber	1.0	1.8	3.5	5.0	6.6	7.9	8.7	7.4	5.8	4.1	1.8	1.1	54.7
Gerber Dryland	0.9	1.6	3.2	4.7	6.7	8.4	9.0	7.9	6.0	4.2	2.0	1.0	55.5
Red Bluff	1.2	1.8	2.9	4.4	5.9	7.4	8.5	7.3	5.4	3.5	1.7	1.0	51.1
TRINITY													
Hay Fork	0.5	1.1	2.3	3.5	4.9	5.9	7.0	6.0	4.5	2.8	0.9	0.7	40.1
Weaverville	0.6	1.1	2.2	3.3	4.9	5.9	7.3	6.0	4.4	2.7	0.9	0.7	40.0
TULARE													
Alpaugh	0.9	1.7	3.4	4.8	6.6	7.7	8.2	7.3	5.4	3.4	1.4	0.7	51.6
Badger	1.0	1.3	2.7	4.1	6.0	7.3	7.7	7.0	4.8	3.3	1.4	0.7	47.3
Delano	1.1	1.9	4.0	4.9	7.2	7.9	8.1	7.3	5.4	3.2	1.5	1.2	53.6
Dinuba	1.1	1.5	3.2	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Lindcove	0.9	1.6	3.0	4.8	6.5	7.6	8.1	7.2	5.2	3.4	1.6	0.9	50.6
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1
Visalia	0.9	1.7	3.3	5.1	6.8	7.7	7.9	6.9	4.9	3.2	1.5	0.8	50.7
TUOLUMNE													
Groveland	1.1	1.5	2.8	4.1	5.7	7.2	7.9	6.6	5.1	3.3	1.4	0.7	47.5
Sonora	1.1	1.5	2.8	4.1	5.8	7.2	7.9	6.7	5.1	3.2	1.4	0.7	47.6
VENTURA													
Camarillo	2.2	2.5	3.7	4.3	5.0	5.2	5.9	5.4	4.2	3.0	2.5	2.1	46.1
Oxnard	2.2	2.5	3.2	3.7	4.4	4.6	5.4	4.8	4.0	3.3	2.4	2.0	42.3
Piru	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Port Hueneme	2.0	2.3	3.3	4.6	4.9	4.9	4.9	5.0	3.7	3.2	2.5	2.2	43.5
Thousand Oaks	2.2	2.6	3.4	4.5	5.4	5.9	6.7	6.4	5.4	3.9	2.6	2.0	51.0
Ventura	2.2	2.6	3.2	3.8	4.6	4.7	5.5	4.9	4.1	3.4	2.5	2.0	43.5
YOLO													
Bryte	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
Davis	1.0	1.9	3.3	5.0	6.4	7.6	8.2	7.1	5.4	4.0	1.8	1.0	52.5
Esparto	1.0	1.7	3.4	5.5	6.9	8.1	8.5	7.5	5.8	4.2	2.0	1.2	55.8
Winters	1.7	1.7	2.9	4.4	5.8	7.1	7.9	6.7	5.3	3.3	1.6	1.0	49.4
Woodland	1.0	1.8	3.2	4.7	6.1	7.7	8.2	7.2	5.4	3.7	1.7	1.0	51.6
Zamora	1.1	1.9	3.5	5.2	6.4	7.4	7.8	7.0	5.5	4.0	1.9	1.2	52.8
YUBA													
Browns Valley	1.0	1.7	3.1	4.7	6.1	7.5	8.5	7.6	5.7	4.1	2.0	1.1	52.9
Brownsville	1.1	1.4	2.6	4.0	5.7	6.8	7.9	6.8	5.3	3.4	1.5	0.9	47.4

* The values in this table were derived from:

- 1) California Irrigation Management Information System (CIMIS);
- 2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept. of Water Resources 1999; and
- 3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922;

- 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

Appendix B – Sample Water Efficient Landscape Worksheet.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ET_o)

Hydrozone # /Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU) ^e
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
						ETWU Total	
						Maximum Allowed Water Allowance (MAWA)^e	

^aHydrozone #/Planting Description

E.g

1.) front lawn

2.) low water use plantings

3.) medium water use planting

^bIrrigation Method

overhead spray
or drip

^cIrrigation Efficiency

0.75 for spray head
0.81 for drip

^dETWU (Annual Gallons Required) =

$E_{to} \times 0.62 \times ETAF \times Area$

where 0.62 is a conversion
factor that converts acre-
inches per acre per year to
gallons per square foot per
year.

^eMAWA (Annual Gallons Allowed) = $(E_{to}) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

where 0.62 is a conversion factor that converts acre-
inches per acre per year to gallons per square foot per
year, LA is the total landscape area in square feet, SLA
is the total special landscape area in square feet,
and ETAF is .55 for residential areas and 0.45 for non-
residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	B ÷ A

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)

Sitewide ETAF	$(B+D) \div (A+C)$
---------------	--------------------

Appendix C – Sample Certificate of Completion.

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address		Parcel, tract or lot number, if available.
City		Latitude/Longitude (optional)
State	Zip Code	

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

Property Owner Signature _____ Date _____

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the local agency _____
2. Date the Landscape Documentation Package was approved by the local agency _____
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor _____

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule on controller per ordinance Section 492.10.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance per ordinance Section 492.11.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per ordinance Section 492.12.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per ordinance Section 492.6.

Attach documentation verifying implementation of recommendations from soil analysis report per ordinance Section 492.6.

Appendix D – Prescriptive Compliance Option

(a) This appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.

(b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:

(1) Submit a Landscape Documentation Package which includes the following elements:

(A) date

(B) project applicant

(C) project address (if available, parcel and/or lot number(s))

(D) total landscape area (square feet), including a breakdown of turf and plant material

(E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)

(F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well

(G) contact information for the project applicant and property owner

(H) applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWELO".

(2) Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

(3) Plant material shall comply with all of the following:

(A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

(B) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

(4) Turf shall comply with all of the following:

(A) Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;

(B) Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;

(C) Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

(B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.

(C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

(D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

(E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(F) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(6) For non-residential projects with landscape areas of 1,000 sq. ft. or more, a private submeter(s) to measure landscape water use shall be installed.

(c) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

June 11, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: WENDELL E. JOHNSON, P.E., PUBLIC WORKS DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED BASIS FOR THE PUBLIC WORKS DEPARTMENT (\$228,700)

SUMMARY

This resolution will authorize the City Manager to issue purchase orders to vendors listed in "Appendix A" for the procurement of materials and supplies on an as-needed basis for the Public Works Department not to exceed \$228,700.00.

BACKGROUND

The Public Works Department is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure. In some instances, procurements were submitted to Council for approval as individual vendors by preparing separate resolutions.

In the Public Works Department, however, the process of combining as-needed vendors on a single resolution has been successful in past budgets to ensure that there is little to no delay in providing Street Maintenance staff the materials that are essential to address the day-to-day operational needs of the City.

The Department will continue to adhere to the procurement policies within the City's Standard Operating Manual, specifically Policy 4.5, which establishes the procurement process and delineates the methods of procurement for the following:

Standard/Routine Purchases – Purchases of small quantities of materials, supplies, equipment and services under \$5,000. Administrative approval required and purchase of \$1,000 and above justified with at least two (2) quotes.

Written Quotes – When obtaining materials, supplies, equipment, services and construction costing \$5,000 and above, but less than \$7,500. At least three (3) written quotes are required.

STATEMENT OF THE ISSUE

Due to the City's daily demands, staff is requesting the ability to efficiently manage multiple procurement requests by combining the requests for materials and supplies on

a single resolution in an amount not to exceed \$228,700.00, City Council approval is necessary.

FINANCIAL IMPACT

Funds for Fiscal Year 2018-2019 in the amount of \$228,700.00 are available in the Public Works Department's 2018-2019 Fiscal Year budget in the following Account Numbers:

<u>Account Nos.</u>	<u>Fund</u>	<u>Amount</u>
1004-720-000-4235	Measure P	\$ 9,000
2300-710-000-4210	State Gas Tax	\$ 1,200
2300-710-000-4213	State Gas Tax	\$ 2,000
2300-710-000-4236	State Gas Tax	\$ 12,000
2300-720-000-4221	State Gas Tax	\$ 5,000
2300-720-000-4228	State Gas Tax	\$ 6,000
2300-720-000-4233	State Gas Tax	\$ 42,000
2300-720-000-4234	State Gas Tax	\$ 20,000
2300-720-000-4236	State Gas Tax	\$ 43,000
2300-720-000-4246	State Gas Tax	\$ 2,000
2502-720-000-4234	Citywide Lighting	\$ 25,000
2502-720-000-4236	Citywide Lighting	\$ 5,000
2502-720-000-4246	Citywide Lighting	\$ 2,500
6000-720-000-4222	Equipment Rental Fund	\$ 4,000
6000-720-000-4228	Equipment Rental Fund	\$ 15,000
6000-720-000-4235	Equipment Rental Fund	\$ 10,000
6000-720-000-4236	Equipment Rental Fund	\$ 15,000
6000-720-000-4237	Equipment Rental Fund	\$ 5,000
6000-720-000-4238	Equipment Rental Fund	\$ 5,000
		=====
	TOTAL	\$ 228,700

ALTERNATIVE

If the City Council chooses not to allow the City Manager to issue purchase orders to vendors listed in "Appendix A", staff will need to prepare separate resolutions and staff reports for each vendor. This could cause unnecessary delays in providing the necessary materials needed for the department to provide sufficient city-wide services, maintenance and repairs.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**WENDELL E. JOHNSON, P.E.
PUBLIC WORKS DIRECTOR**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS
TO VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT
OF MATERIALS AND SUPPLIES ON AN AS-NEEDED BASIS FOR THE
PUBLIC WORKS DEPARTMENT (\$228,700)**

WHEREAS, the Public Works Department is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in the City’s infrastructure and in some instances, procurements were submitted to Council for approval as individual vendors by preparing separate resolutions; and

WHEREAS, in the Public Works Department, however, the process of combining as-needed vendors on a single resolution has been successful in past budgets to ensure that there is little to no delay in providing Street Maintenance staff the materials that are essential to address the day-to-day operational needs of the City; and

WHEREAS, the Department will continue to adhere to the procurement policies within the City’s Standard Operating Manual, specifically Policy 4.5, which establishes the procurement process and delineates the methods of procurement for the following:

Standard/Routine Purchases – Purchases of small quantities of materials, supplies, equipment and services under \$5,000. Administrative approval required and purchase of \$1,000 and above justified with at least two (2) quotes.

Written Quotes – When obtaining materials, supplies, equipment, services and construction costing \$5,000 and above, but less than \$7,500. At least three (3) written quotes are required; and

WHEREAS, funds for Fiscal Year 2018-2019 in the amount of \$228,700.00 are available in the Public Works Department’s 2018-2019 Fiscal Year budget in the following Account Numbers:

<u>Account Nos.</u>	<u>Fund</u>	<u>Amount</u>
1004-720-000-4235	Measure P	\$ 9,000
2300-710-000-4210	State Gas Tax	\$ 1,200
2300-710-000-4213	State Gas Tax	\$ 2,000
2300-710-000-4236	State Gas Tax	\$ 12,000
2300-720-000-4221	State Gas Tax	\$ 5,000
2300-720-000-4228	State Gas Tax	\$ 6,000
2300-720-000-4233	State Gas Tax	\$ 42,000
2300-720-000-4234	State Gas Tax	\$ 20,000
2300-720-000-4236	State Gas Tax	\$ 43,000
2300-720-000-4246	State Gas Tax	\$ 2,000
2502-720-000-4234	Citywide Lighting	\$ 25,000
2502-720-000-4236	Citywide Lighting	\$ 5,000
2502-720-000-4246	Citywide Lighting	\$ 2,500
6000-720-000-4222	Equipment Rental Fund	\$ 4,000
6000-720-000-4228	Equipment Rental Fund	\$ 15,000
6000-720-000-4235	Equipment Rental Fund	\$ 10,000
6000-720-000-4236	Equipment Rental Fund	\$ 15,000
6000-720-000-4237	Equipment Rental Fund	\$ 5,000
6000-720-000-4238	Equipment Rental Fund	\$ 5,000
		=====
TOTAL		\$ 228,700

WHEREAS, due to the City’s daily demands, staff is requesting the ability to efficiently manage multiple procurement requests by combining the requests for materials and supplies on a single resolution in an amount not to exceed \$228,700.00,

City Council approval is necessary.

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

SECTION 1. That funds for Fiscal Year 2018-2019 in the amount of \$228,700.00 are available in the Public Works Department's 2018-2019 Fiscal Year budget in the following Account Numbers:

<u>Account Nos.</u>	<u>Fund</u>	<u>Amount</u>
1004-720-000-4235	Measure P	\$ 9,000
2300-710-000-4210	State Gas Tax	\$ 1,200
2300-710-000-4213	State Gas Tax	\$ 2,000
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6000-720-000-4235	Equipment Rental Fund	\$ 10,000
6000-720-000-4236	Equipment Rental Fund	\$ 15,000
6000-720-000-4237	Equipment Rental Fund	\$ 5,000
6000-720-000-4238	Equipment Rental Fund	\$ 5,000
		=====
	TOTAL	\$ 228,700

SECTION 2. That the City Manager is hereby authorized to issue purchase orders to vendors listed in "Appendix A" for the procurement of materials and supplies on an as-needed basis for the Public Works Department not to exceed \$228,700.00.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

<i>FLEET and HEAVY EQUIPMENT</i>		
CAT	2300-720-000-4236	Large equipment repair
GLEN E. THOMAS COMPANY	2300-720-000-4236	Vehicle Repair
BOLLES ALIGNMENT	2300-720-000-4233	Wheel Alignment
ROADLINE PRODUCTS	2300-720-000-4233	Maintenance Tools
JANKOVICH	2300-720-000-4228	Fuel for Vehicles
PRAXAIR	2300-720-000-4228	Bottled Gas for Equipment
BLACK/WHITE EMERGENCY VEHICLES	6000-720-000-4236	Fire Department vehicle repair
SUB-TOTAL	\$111,000	
HAZARDOUS SPILLS/CLEAN- UP		
SWIFT OIL	2502-720-000-4234	Hazardous Waste, Emergency pills & Disposal of Oil & Paint.

OCEAN BLUE	2300-720-000-4234 2502-720-000-4234 2300-710-000-4236 6000-720-000-4238 6000-720-000-4237 2502-720-000-4236 6000-720-000-4236 6000-720-000-4235	Hazardous Waste, Emergency pills & Disposal of Oil & Paint.
CONCHING ENTERPRISES INC (dba CLEAR BLUE ENVIRONMENT)	2300-720-000-4221	Hazardous waste pick up(motor oil & lubricants)
SUB-TOTAL	\$97,000	
EMPLOYEE UNIFORM RENTAL		
UNIFIRST	2502-720-000-4246	Employee Uniform Rental
	2300-720-000-4246	
SUB-TOTAL	\$4,500	
OFFICE SUPPLIES		

TAJ TRADING CORPORATION	2300-710-000-4210	Office Supplies
CANON	2300-710-000-4210	Printing Supplies
COMPTON BULLETIN	2300-710-000-4213	Newspaper Advertisement
DS SERVICES OF AMERICA	2300-710-000-4210	Water for Public Works Street/Engineering
	\$3,200	
COMPUTERS		
CONNECTION PUBLIC SECTOR SOLUTIONS	1004-720-000-4235	COMPUTERS-STREET MAINTENANCE (7)
	6000-720-000-4222	
SUBTOTAL	\$13,000	
TOTAL	228,700.00	

June 11, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY (60) MONTH LEASE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN AUTHORITY FOR CITY-OWNED PROPERTY LOCATED AT 310 NORTH WILLOWBROOK AVENUE

SUMMARY

This matter was originally presented to City Council on May 7, 2019. It is being presented again with additional information recommended by City Council.

City Council will consider a request made by the Los Angeles County Metropolitan Authority ("Metro") seeking to enter into a long-term lease of City-owned property located at 310 North Willowbrook Avenue, Compton (commonly known as the "Martin Luther King, Jr. Transit Center" or "MLK Transit Center").

Metro requests to lease the entire two (2) story building – an approximate 5,602 square feet - for a period of sixty (60) months (i.e. July 1, 2019 through June 30, 2024), in addition to an option for a sixty (60) month extension, at our rental rate of One Dollar (\$1.00) per square foot.

BACKGROUND

The City of Compton owns the MLK Transit Center located at 310 North Willowbrook Avenue, consisting of a 2-story building. The MLK Transit Center at 310 North Willowbrook Avenue is currently vacant.

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least One Dollar (\$1.00) per square foot.***

In addition to the required minimum base rental rate of \$1.00 per square foot for indoor space (totaling \$5,602.00 per month for this property), the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC, etc.), routine maintenance and minor repairs, custodial/janitorial services and City security.

However, the leasing policy does provide that a Lessee that will have exclusive use/occupation of the entire City facility and/or property ***shall be solely responsible for all utilities, janitorial, security, and minor interior and exterior maintenance of the facility and/or property (except for major repairs, including structural portions of building; HVAC; elevators; exterior paint, windows; electrical, plumbing, mechanical, etc.).***

TAX-EXEMPT BOND RESTRICTIONS

Federal tax law places certain restrictions on the use of property financed with the proceeds of tax-exempt bonds. That being the case, the City must take care to assure that the use of any public facilities such as the Transit Center that have been financed, in whole or in part, with tax-exempt bonds do not run afoul of any of those restrictions. In other words, the City must take care to assure that the “private business use” of any facilities financed with tax-exempt bonds and “private payments” to the City in respect of private business use, do not exceed federal tax law restrictions.

The federal tax law restrictions generally provide that not more than ten percent of the proceeds of an issue (and in some cases, not more than five percent), when coupled with private payments equaling more than ten percent of the debt service on the issue (but again, five percent in some cases), may be used to finance private business use. Private business use is defined very broadly under federal tax law. For example, use by the federal government (but not a state and/or local government) is considered a private business use.

Leases or other arrangements for use of those facilities (or a portion of the facilities) are permitted with any State or local governmental entity, so long as that entity agrees to abide by the same federal tax law restrictions that are applicable to the City. Similarly, a lease or other arrangement with a 501(c)(3) nonprofit corporation is permitted if the 501(c)(3) agrees to abide by those same restrictions, but in the case of a 501(c)(3), the City must also hold a public hearing, and make a filing with the Internal Revenue Service and satisfy certain other requirements that generally are not too burdensome.

Any proposed lease or other arrangement for the use of tax-exempt bond financed facilities by a person or entity that is not a state or local governmental entity or a 501(c)(3) nonprofit corporation will require a thorough and detailed analysis of (i) the amount of tax-exempt bond proceeds compared to all other funding sources involved in financing the facility, (ii) the aggregate amount of proceeds of the issue spent on any other private business use and the total payments made, and to be made, to the City in respect of that use, (iii) the amount of space subject to the proposed lease or other arrangement, and (iv) the amount of the payments to be made to the City under the proposed lease or other arrangement.

Given that the proposed tenant is a governmental entity, the concern over private activities would be eliminated so long as the tenant agrees to abide by the same federal tax covenants as did the City upon issuance of the bonds. This will include a promise by the tenant to refrain from entering into any sublease or other arrangement with a third party. While it is possible that the City could consent to a future sublease or other arrangement by the tenant with a third party, that could happen only after a thorough legal analysis by the City of the facts and circumstances at that time.

PUBLIC TRANSPORTATION USE DEDICATION

The City and Metro entered into a Memorandum of Understanding dated March 21, 2006. Pursuant to that agreement Metro contributed programmed funds in the amount of \$3,299,000.00 to the construction of the MLK Transit Center. According to the MOU, the MLK Transit Center is described as: “an improvement to the [prior] MLK Transit Center that will widen the streets of Willowbrook Avenue and Palmer Street to allow bus bays with associated improvements to accommodate the new Metro articulated bus, improve bus circulations, and enhance the transit functions. The project will also include approximately 4,000 square feet of office for the Traffic Management and Operations Center, Compton-Renaissance Bus Transit System, Dial-a-Ride Services, Dial-a-Taxi Service, Park and Ride, and Bus Lay-over operator restroom facilities. Other element of the improvements includes a transit plaza area, bicycle storage, and landscaping/street-scaping improvements.”

A review of the MOU, along with its Attachments and the Guidelines finds that this proposed lease does not violate any restrictions on the public transportation use dedication.

Any future proposed tenant or sub-tenant would require a similar analysis.

STATEMENT OF ISSUE

Metro operates public transportation for the County of Los Angeles in the Los Angeles metropolitan area. The agency was formed in 1993 out of the merger of the Southern California Rapid Transit District and the Los Angeles County Transportation Commission. It is chartered under state law as a regional transportation planning agency. Metro directly operates bus, light rail, heavy rail and bus rapid transit services. Additionally, Metro provides funding and directs planning for commuter rail and freeway projects within Los Angeles County.

Metro seeks City Council approval to enter into a sixty (60) month lease agreement with the City of Compton, beginning approximately July 1, 2019 through June 30, 2024, for exclusive occupation of the entire 2-story building -- located at 310 North Willowbrook Avenue. Metro is interested in leasing the subject property for the purpose of office space for Metro Security personnel and the Los Angeles County Sheriff's Department security operations personnel.

Metro requests that the Council authorize leasing rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount in exchange for proposed costs savings to the City and other alleged benefits to the community:

1. Use of approximately 5,602 square feet of a vacant building for purposes of providing office spaces for use by Metro and L.A. County Sheriff's Department security officers and other personnel.
2. Payment to the City in the following incremental lease payments:
 - a. Year 1: \$1.00 per square foot for the first 12 months of the lease.
 - b. Year 2-5: CPI increase of 2% per year after each anniversary date of the commencement date of the lease agreement.
 - c. Optional Extension Year 6-10: CPI increase of 2% per year.
3. Undertake the responsibility and costs for all utilities, routine maintenance, minor repairs, custodial/janitorial, interior and exterior security for the building and premises/property in/about the area of the public transportation services available at/near MLK Transit Center site.

FISCAL IMPACT

Potential positive financial impact to the City may be realized in that leasing with Metro will take on most of the costs associated with (e.g. utilities, custodial/janitorial, routine maintenance, security, etc.) non-occupancy of the 310 North Willowbrook Avenue building and pay the City's general fund monthly rents.

COMPARISON

A side-by-side comparison of the key deal points are as follows:

	METRO	CITY OF COMPTON RENTAL POLICY
Proposed Lease Terms		
Lease Terms Requested	60 Months	
Building Square Footage Requested	5,602	5,602
Expiration Date Of Lease	2024	
Price per Square Foot	\$1.00	\$1.00
Rent Paid To City Year 1	\$67,224.00	\$67,224.00
Rent Paid To City Year 2	\$68,568.48	\$67,224.00
Rent Paid To City Year 3	\$69,939.85	\$67,224.00
Rent Paid To City Year 4	\$71,338.65	\$67,224.00
Rent Paid To City Year 5	\$72,765.42	\$67,224.00
Total Rent Collected	\$349,836.40	\$336,120.00

ALTERNATIVE

Council has a number of options available:

1. Authorize the City Manager to enter into a lease agreement with the Los Angeles County Metropolitan Transportation Authority:
 - a. For the 60-month term requested, plus authorization for a 60-month extension option or offer a lesser lease term.
 - b. For our rental rate of \$1.00 per square foot/per month (with a 2% CPI increase per year) requested or some other rental rate.
2. Or, deny the request of Metro and instruct staff to seek other leasing offers.

RECOMMENDATION

Staff recommends approval of the attached resolution and lease agreement.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY (60)
MONTH LEASE AGREEMENT WITH THE LOS ANGELES COUNTY
METROPOLITAN AUTHORITY FOR CITY-OWNED PROPERTY
LOCATED AT 310 NORTH WILLOWBROOK AVENUE**

WHEREAS, the City of Compton owns certain real property located at 310 North Willowbrook Avenue, consisting of a 2-story building (commonly known as the “Martin Luther King, Jr. Transit Center” or “MLK Transit Center”). The premises at 310 North Willowbrook Avenue is currently vacant; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (“Metro”), an agency chartered under state law as a regional transportation planning agency, was formed in 1993 out of the merger of the Southern California Rapid Transit District and the Los Angeles County Transportation Commission, operates public transportation for the County of Los Angeles in the Los Angeles metropolitan area; and

WHEREAS, Metro seeks City Council approval to enter into a sixty (60) month lease agreement with the City of Compton, beginning approximately July 1, 2019 through June 30, 2024, for exclusive occupation of the entire 2-story building -- located at 310 North Willowbrook Avenue, along with an option to extend the lease agreement for another 60-months. Metro is interested in leasing the subject property for the purpose of office space for Metro Security personnel and the Los Angeles County Sheriff’s Department security operations personnel; and

WHEREAS, Metro requests that the Council authorize leasing rate provisions different than required by the City’s Leasing Policy; more specifically, a lesser rental amount in exchange for proposed costs savings to the City and other benefits to the community, including:

1. Use of approximately 5,602 square feet of a vacant building for purposes of providing office spaces for use by Metro and L.A. County Sheriff’s Department security officers and other personnel.
2. Payment to the City in the following incremental lease payments:
 - a. Year 1: \$1.00 per square foot for the first 12 months of the lease.
 - b. Year 2-5: CPI increase of 2% per year after each anniversary date of the commencement date of the lease agreement.
 - c. Optional Extension Years 5-10: CPI increase of 2% per year
3. Undertake the responsibility and costs for all utilities, routine maintenance, minor repairs, custodial/janitorial, interior and exterior security for the building and premises/property in/about the area of the public transportation services available at/near MLK Transit Center site; and

WHEREAS, the City Council finds that authorizing the lease agreement with Metro for a rental amount that is less than that provided in the City’s Leasing Policy is justified by the proposed cost savings to the City and benefits to the residents and public transportation passengers at/near of the MLK Transit Center and Compton Metro Station.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is hereby authorized to execute a sixty (60) month lease agreement, effective July 1, 2019 through June 30, 2024, with an option to extend an additional 60 months, unless canceled by Landlord upon thirty (30) days written notice for purposes of office space for Metro Security personnel and the Los Angeles County Sheriff's Department security operations personnel.

Section 2. That the annual lease rental rate for the sixty (60) month term of the lease agreement shall be as follows:

- Year 1: \$67,224.00 for the first 12 months of the lease
- Year 2: \$68,568.48 for the second year of the lease
- Year 3: \$69,939.85 for the third year of the lease
- Year 4: \$71,338.65 for the fourth year of the lease
- Year 5: \$72,765.42 for the fifth year of the lease

Section 3. That the Los Angeles County Metropolitan Transportation Authority shall be responsible for provision and payment of all utilities, routine maintenance, minor repairs, custodial/janitorial, provision of interior and exterior security for the building and premises/property in/about the area of the public transportation services available at/near MLK Transit Center site.

Section 4. That Account No. 1001 000 000 3420 has been established to receive lease payments for the 310 North Willowbrook Avenue property.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, General Services and City Attorney's Office.

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

ADOPTED this ____ day of _____, 2019.

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)

Resolution No. _____
Page 3

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council 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 _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

LEASE AGREEMENT

BETWEEN

CITY OF COMPTON

AND

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
(METRO)**

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is made and entered into as of _____, 2018, by and between the **CITY OF COMPTON**, a municipal corporation, hereinafter referred to as the "Landlord" and **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the laws of the State of California, hereinafter referred to as "Tenant".

PART I

BASIC LEASE PROVISIONS

1. Description of Premises:
Martin Luther King Transit Station Building owned by The City of Compton
Approximate area:
5602 Sq Ft (§1.1)
2. Premises Address:
310 N Willowbrook Ave Compton, CA 90220 (§1.1)
3. Commencement Date:
July 1, 2019 (§1.2)
4. Term (circle one):

A.

B.

Month-to-month

60months, ending July 2024 with an option to extend an additional 60 months, unless canceled by Landlord, as provided in Section 1.2, on thirty (30) days' notice. (§1.2)
5. Rent:

A.

B.

Initial Base Rent:

\$5,602.00 per month, payable (circle one):

a.

b.

Annually in advance

Monthly in advance (§2.1.1)

Additional Rent: \$-0- (§2.1.2)

C.

Adjustment Dates (circle, if applicable):

a.

2% Annually (§2.2.1)

(§2.2.2)
6. Security Deposit: \$N/A (§2.3)
7. Use of Premises:
Office space for Metro Security and Los Angeles County Sheriff's Department security operations and no other use. (§3.0)
8. Insurance Amount: TBD (§11.2)

9. Landlord's Address:

City of Compton
205 South Willowbrook Ave
Compton, CA 90220

(§19.18)

10. Tenant's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza- 18th Floor
Los Angeles, CA 90012-2952
Attn: John T. Potts- Executive Officer, Real Estate

(§19.18)

11. Broker: N/A

(§19.20)

The foregoing Basic Lease Provisions and the General Lease Provisions set forth in attached Part II are incorporated into and made part of this Lease.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed, in duplicate, by the parties hereto as of the date first above written.

LANDLORD:

CITY OF COMPTON

By: _____

Name: Cecil W. Rhambo, Jr.

Title: City Manager

TENANT:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: John Potts

Title: Executive Officer

INDEX TO LEASE AGREEMENT - PART II

<u>Section</u>	<u>Page</u>
1. PREMISES AND TERM.....	1
2. RENT AND SECURITY DEPOSIT	2
3. USE	2
4. HAZARDOUS MATERIALS.....	3
5. parking	4
Tenant shall be provided with adequate parking within the adjacent parking structure pursuant to a separate use agreement between the parties.....	
6. TAXES	4
7. MAINTENANCE AND REPAIR.....	4
8. ALTERATIONS, LIENS AND SIGNS	4
9. SERVICES AND UTILITIES	5
10. DAMAGE OR DESTRUCTION	6
11. INDEMNIFICATION.....	6
12. INSURANCE	7
13. Landlord'S RIGHT OF ACCESS.....	8
14. ASSIGNMENT AND SUBLETTING	8
15. CONDEMNATION.....	9
16. SURRENDER	9
17. QUIET ENJOYMENT	10
18. EVENTS OF DEFAULT; Landlord'S REMEDIES	10
19. TENANT'S REMEDIES	11
20. GENERAL PROVISIONS	12

Exhibits:

"A" Site Plan of the Premises

PART II - GENERAL LEASE PROVISIONS

1. PREMISES AND TERM

1.1 Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord certain premises (the "Premises") described and consisting of approximately the area described in Item 1 of the Basic Lease Provisions. The location of the Premises is described in Item 2 of the Basic Lease Provisions and is shown on the map or site plan attached hereto as Exhibit "A". The Premises shall refer to the land shown on the site plan (the "Land") plus all buildings and improvements now or hereafter located thereon, if any (collectively, the "Improvements"). The Premises, adjoining real property of Landlord and personal property of Landlord located thereon shall hereinafter collectively be referred to as "Landlord Property".

1.2 Term. The term of this Lease shall commence on the "Commencement Date" specified in Item 3 of the Basic Lease Provisions. Unless a specific term of this Lease is filled in at Item 4.B of the Basic Lease Provisions, or if Item 4.A is circled, this Lease shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic Lease Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic Lease Provisions is filled in, then this Lease shall be a lease for the term specified in said Item 4.B; The term of this Lease as provided above is referred to as the "Term"..

1.3 Condition of Premises. The Premises are leased in "AS IS" and. Tenant acknowledges that it has inspected and accepts the Premises in their present condition as suitable for the purpose for which the Premises are leased. Taking of possession by Tenant shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken. Landlord makes no warranties or representation as to the suitability of the Premises for Tenant's intended use, including without limitation, as to zoning, visibility, traffic count or any other factors. The Premises have not been inspected by a Certified Access Specialist.

1.4 Possession of Premises. If Landlord cannot deliver the Premises by the Commencement Date, Landlord shall not be deemed to be in default hereunder, nor shall Landlord be liable for any loss or damage directly or indirectly arising out of or resulting from such failure. Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same, which date shall thenceforth be deemed the Commencement Date.

2. RENT AND SECURITY DEPOSIT

2.1 Rent. Rent shall accrue hereunder from the Commencement Date. The amounts provided in Item 5 of the Basic Lease Provisions, that is: (i) the amount provided in Item 5.A, as such amount may be adjusted as set forth in Sections 2.2.1 and 2.2.2 ("Base Rent"), (ii) the amount provided in Item 5.B, and (iii) any other sums specified in Item 5 of the Basic Lease Provisions or otherwise provided in this Lease that are owing on a regular periodic basis to Landlord, if any, shall collectively constitute the "Rent". Rent for any fractional periods at the commencement or end of the Term shall be prorated, if applicable, on a daily basis.

2.1.1 The first month's installment of Base Rent shall be due and payable upon execution of this Lease in the amount indicated as Initial Base Rent in Item 5.A of the Basic Lease Provisions. Thereafter, installments of Base Rent shall be due and payable,

without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term.

2.1.2 Additional Rent. If an amount is set forth in Item 5.B of the Basic Lease Provisions, then such amount shall be due and payable, without demand, as set forth therein.

2.2 Base Rent Adjustment

2.2.1 Annual Adjustment. The Base Rent shall be increased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs (the "Adjustment Date(s)"). The adjusted Base Rent as of each Adjustment Date shall be increased by 2% of the Base Rent on the day preceding that Adjustment Date.

2.2.2 Intentionally left blank.

2.3 Intentionally left blank.

2.4 Intentionally left blank.

3. **USE**

3.1 The Premises shall be used only for the purposes specified in Item 7 of the Basic Lease Provisions, and for such other lawful purposes as may be directly incidental thereto. Tenant shall be responsible for and shall, at its sole cost and expense, obtain any and all licenses and permits necessary for any such use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises including, without limitation, the Americans with Disabilities Act and regulations promulgated in connection therewith (the "ADA"). Without limiting the generality of the foregoing, and subject to Section 8 below, Tenant shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises, which are required by any federal, state or local building code or other law or regulation applicable to the Premises (including, without limitation, the ADA), or are made necessary by the nature of Tenant's use of the Premises. Tenant shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance or would disturb or endanger any other persons. Tenant shall protect from damage all underground and aboveground installations and improvements, such as pipes, fiber optic lines, and wires, on Landlord Property that may be impacted by any work or any use of the Premises by Tenant.

3.2 After a period of ten years, if the premises are no longer required for Security or other Transit use, the building may be repurposed by the City for alternate uses.

4. **HAZARDOUS MATERIALS**

4.1 Hazardous/Toxic Materials Use and Indemnity. Tenant shall operate and maintain the Premises in compliance with all, and shall not cause or permit the Premises to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to

Tenant or the Premises ("Environmental Laws"). Tenant shall not cause, or allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees, or subtenants (collectively, "Tenant's Parties") to cause or permit any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the Premises. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects, except for (a) construction supplies, (b) gardening supplies, (c) gasoline, motor oil, or lubricants contained within vehicles or machinery operated on the Premises, and (d) general office supplies and products, cleaning supplies and products, and other commonly used supplies and products; in each case to the extent the same are (i) used in a regular and customary manner or in the manner for which they were designed, (ii) used in compliance with all applicable Environmental Laws and product labeling and handling instructions, (iii) customarily used in the ordinary course of business by Tenant, (iv) used, stored and handled in such amounts as is normal and prudent for the business conducted on the Premises, and (v) used, handled, stored and disposed of in compliance with all applicable Environmental Laws and product liability and handling instructions.

Tenant shall indemnify, defend (by counsel acceptable to Landlord) and hold harmless Landlord and its partners, officers, commissioners, employees, agents, contractors, successors and assigns (individually and collectively, "Indemnities"), from and against all loss, liability, claim, damage, costs and expenses (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnities as a result of (a) Tenant's breach of any prohibition or provision of this section or (b) any release of Hazardous Materials upon or from the Premises or contamination of the Premises or adjacent property (i) which occurs due to the use and occupancy of the Premises by Tenant or Tenant's Parties, or (ii) which is made worse due to the act or failure to act of Tenant or Tenant's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnities, unless caused solely by the gross negligence or willful misconduct of Indemnities; shall survive termination of this Lease; and is in addition to any other rights or remedies which Indemnities may have under the law or under this Lease.

In addition, in the event of any release or contamination of the Premises, Tenant, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the Premises and all affected adjacent property) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of Landlord and any governmental authorities having jurisdiction thereover.

4.2 Importation of Soil/Fill Dirt. Intentionally left blank.

4.3 Environmental Assessment. Intentionally left blank.

4.4 Tests and Inspections. Landlord shall have the right at any time to inspect the Premises so as to monitor compliance with this Lease. If, in Landlord's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises, adjacent property or Landlord's operations, Landlord shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the

Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. Tenant shall cooperate with Landlord in any tests or inspections deemed necessary by Landlord.

5. PARKING

Tenant shall be provided with adequate parking within the adjacent parking structure pursuant to a separate use agreement between the parties.

6. TAXES

Tenant shall be liable for all taxes levied or assessed against personal property, furniture, fixtures, and equipment located or placed on the Premises, owned by the Tenant. The possessory interest created by the Lease may be subject to property taxation so that Tenant may be subject to the payment of property taxes levied on the interest and Tenant also agrees to pay before delinquency any and all possessory interest taxes due and arising from this Lease.

7. MAINTENANCE AND REPAIR

7.1 Maintenance by Tenant

Tenant at all times shall be responsible to provide janitorial services and maintain and repair the Premises including all MTA improvements within the Premises. Tenant shall be responsible to report any issues to Landlord in order to ensure good order, repair and operating conditions. Tenant shall be responsible for plumbing issues caused by Tenant use.

7.2 Maintenance by Landlord

Landlord shall be responsible for all other maintenance and repairs to the building to repair and maintain in good order and condition, the Common Areas and grounds, mechanical and equipment rooms, the shell and core of the building including the roof, the exterior walls of the Building, the exterior windows of the Building, the structural portions of the Building, the elevators, and the electrical and plumbing servicing the building and inside the walls, graffiti removal, exterior paint, mechanical, fire protection, life safety, and HVAC systems servicing the Building and parking areas.

8. ALTERATIONS, LIENS AND SIGNS

8.1 Alterations. After the initial Tenant Improvements necessary for Metro Security to occupy the space, Tenant shall make no alterations, additions or improvements to the Premises without obtaining the prior written consent of Landlord in each instance. Tenant shall notify Landlord in writing at least thirty (30) days prior to the commencement of any such work in or about the Premises. If Landlord consents to the construction of improvements by Tenant, all such construction work shall be carried out in compliance with any and all Landlord rules, regulations and requirements.

8.2 Liens. Tenant shall have no authority to create or place any lien or encumbrance of any kind or nature whatsoever upon the interest of Landlord or Tenant in the Premises for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it because of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises. Tenant shall discharge of record by payment, bonding or otherwise any claim of lien or stop notice filed against the Premises because of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises immediately upon the filing of any claim of lien or stop notice. Tenant shall indemnify and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims, liens or stop notice against the leasehold estate or against the right, title and interest of Landlord in the Premises or this Lease arising from the act or agreement of Tenant. Tenant agrees to give Landlord immediate written notice of the placing of any lien or stop notice or encumbrance against the Premises. Landlord shall have the right, at Landlord's option, of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and applicable late charge, shall be immediately due and payable upon rendition of a bill therefor.

8.3 Signs. Tenant shall not, without the approval of the local agency with jurisdiction over the Premises, erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from outside the Premises. All signs, decorations or advertising media visible from outside the Premises shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, design, lighting, color and general appearance. Signs shall be covered by insurance required under this Lease. The construction and maintain of commercial advertising signs on the Premises is prohibited.

9. SERVICES AND UTILITIES

9.1 Tenant shall pay for all water, gas, electrical, heat, telephone, sewer and other utilities and services used on or from the Premises directly to the utility providing the same.

9.2 Landlord Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to first-class buildings.

b. Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings (if applicable) but in any event not less than seven watts of electric current (connected load) per square foot of Rentable/gross Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

c. Elevators

Landlord shall furnish elevator services to the Premises.

d. Water

Landlord shall make available warm and cold water for normal lavatory uses and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

f. Pest Control

Landlord at its sole cost and expense shall provide pest control services to the Premises.

10. DAMAGE OR DESTRUCTION

10.1 Termination of Lease. If the entire Premises or any material portion thereof are damaged or destroyed such that it is difficult or impossible for Tenant to continue operating its business thereon, then either Landlord or Tenant may cancel this Lease as of the date of damage or destruction by delivering written notice to the other within thirty (30) days following the damage or destruction.

10.2 Loss Caused by Tenant or its Affiliates. If the Premises are wholly or partially damaged or destroyed as a result of the gross negligence or willful misconduct or omission of Tenant, Tenant shall forthwith diligently undertake to repair or restore all such damage or destruction at Tenant's sole cost and expense. This Lease shall continue in full force and effect without any abatement or reduction in Rent or other payments owed by Tenant, and this obligation of Tenant to repair or restore the Premises shall survive the cancellation of this Lease.

10.3 Exclusive Remedy. This Section 10 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises, and Tenant waives and releases Tenant's rights under California Civil Code Sections 1932 and 1933(4). No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage or destruction of all or any portion of the Premises.

11. INDEMNIFICATION

11.1 Mutual Indemnification. Tenant, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to Landlord in its reasonably discretion), and hold harmless Landlord, its subsidiaries and their respective, members, directors, partners, officers, commissioners, employees, agents, successors and assigns (individually and collectively, "Indemnities"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnities arising out of or connected in any manner with (i) the acts or omissions to act of the Tenant, or its Personnel (as defined in Section 5) in connection with the Premises or arising from the presence upon or performance of activities by Tenant or its Personnel with respect to the Premises, (ii) bodily injury to or death of any person (including employees of indemnities) or damage to or loss of use of property resulting from such acts or omissions of Tenant or its Personnel, or (iii) non-performance or breach by Tenant of any term or condition of this Lease, in each case whether occurring during the Term of this Lease or thereafter.

Likewise, Landlord, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to Tenant in its reasonable discretion), and hold harmless Tenant, its subsidiaries and their respective, members, directors, partners, officers, commissioners, employees, agents, successors and assigns (individually and collectively, "indemnities"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against the negligence arising out of (i) the acts or omissions to act of the Landlord, or its Personnel (as defined in Section 5) in connection with the Premises or arising from the presence upon or performance of activities by Landlord or its Personnel with respect to the Premises, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Landlord or its Personnel, or (iii) non-performance or breach by Landlord of any term or condition of this Lease, in each case whether occurring during the Term of this Lease or thereafter.

12. INSURANCE

12.1 Tenant's Insurance Obligations. During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below. Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

12.2 Lessee, Licensee, or Permittee shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, property damage and fire legal. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

Workers' Compensation: Statutory as required by the State of California; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit

Contractor's Pollution Liability: \$2,000,000 per occurrence/\$4,000,000 annual aggregate.

13. LANDLORD'S RIGHT OF ACCESS

Tenant will permit Landlord and its agents, upon reasonable advance notice, in such manner as to cause as little disturbance to Tenant as reasonably practicable (a) to enter into and upon the Premises to inspect them or to protect Landlord's interest therein, (b) to take all necessary materials and equipment onto the Premises, and perform necessary work

thereon, and (c) to perform environmental testing, monitoring, sampling, digging, drilling and analysis for Hazardous Materials on, under or about the Premises.

14. ASSIGNMENT AND SUBLETTING

14.1 Landlord's Consent. Tenant shall not assign all or any portion of its interest in this Lease, whether voluntarily, by operation of law or otherwise, and shall not sublet all or any portion of the Premises, including, but not limited to, sharing them, permitting another party to occupy them or granting concessions or licenses to another party, except with the prior written consent of Landlord, which Landlord may withhold in its ~~reasonable~~ absolute discretion.

14.2 Fees Tenant shall pay Landlord's reasonable attorneys' fees incurred in evaluating any proposed assignment or sublease and in documenting Landlord's consent.

14.3 Procedure. Whenever Tenant has obtained an offer to assign any interest in this Lease or to sublease all or any portion of the Premises, Tenant shall provide to Landlord the name and address of said proposed assignee or sublessee, the Base Rent and all other compensation, the proposed use by the proposed assignee or sublessee, the proposed effective date of the assignment or subletting, and any other business terms which are material to the offer and which differ from the provisions of this Lease ("Notice of Offer"). Tenant shall also provide to Landlord the nature of business, financial statement and business experience resume for the immediately preceding five (5) years of the proposed assignee or sublessee and such other information concerning such proposed assignee or sublessee as Landlord may require. The foregoing information shall be in writing and shall be received by Landlord no less than thirty (30) days prior to the effective date of the proposed assignment or sublease.

Within thirty (30) days of receiving a Notice of Offer for the proposed assignment or subletting, Landlord shall either notify Tenant that Landlord consents to the proposed assignment or subletting or withholds its consent ~~for reasons to be specified in the notice~~. If Landlord does not provide a notice granting its consent to Tenant within thirty (30) days of receiving a Notice of Offer, Landlord shall be deemed to have withheld its consent to the proposed assignment or subletting, ~~and Landlord's reasons for such action shall be furnished to Tenant upon request~~.

14.4 Profits. If any interest in this Lease is assigned or all or any portion of the Premises are subleased, Landlord shall have the right to condition its consent thereto upon Landlord's receiving some or all the "profit" to be made from such assignment or subletting.

14.5 Continuing Tenant Obligations. Any such subleasing or assignment, even with the approval of Landlord, shall not relieve Tenant from liability for payment of all forms of Rent and other charges herein provided or from the obligations to keep and be bound by the terms, conditions and covenants of this Lease.

14.6 Waiver, Default and Consent. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to the assignment or subletting of the Premises. Any assignment or sublease without Landlord's prior written consent shall be voidable, at Landlord's election, and shall constitute a default hereunder. Consent to any assignment or subletting shall not be deemed a consent to any future assignment or subletting.

14.7 Special Condition. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that the construction of the Premises was financed, in part, with the proceeds of tax-exempt bonds. Tenant hereby covenants and agrees not to take any action that could adversely affect, or to fail to take any action that could be required to preserve, the tax-exempt status of such bonds, and in that regard, Tenant shall not sublease or enter into any other agreement or arrangement (e.g., a management or use agreement) that permits the use of the Premises by any person or entity without the express written consent of the Landlord's counsel.

15. CONDEMNATION

15.1 Total Taking. If the whole or any substantial part of the Premises, as determined by Landlord, should be taken or damaged because of the exercise of the power of eminent domain, whether by condemnation proceedings or otherwise, including acts or omissions constituting inverse condemnation, or any transfer of the Premises or portion thereof in avoidance of the exercise of the power of eminent domain (collectively, a "Taking"), and the Taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being used, as determined by Landlord, this Lease shall terminate effective when the physical Taking of the Premises shall occur.

15.2 Partial Taking. If part of the Premises shall be subject to a Taking and this Lease is not terminated as provided in Section 14.1 above, this Lease shall not terminate but the Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area of the Premises rendered unusable by Tenant.

15.3 Condemnation Award. The entire award or compensation for any Taking of the Premises, or any part thereof, or for diminution in value, shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any separate award made to Tenant for loss of business or for the taking of Tenant's fixtures and improvements.

15.4 Exclusive Remedy. This Section 14 shall be Tenant's sole and exclusive remedy in the event of any Taking. Tenant hereby waives the benefits of California Code of Civil Procedure §1265.130.

16. SURRENDER

Upon the expiration or sooner termination of the Term of this Lease, Tenant shall surrender the Premises in as good condition as when received, reasonable wear and tear excepted, free of trash and rubbish, and free from all tenancies or occupancies by any person. Tenant shall remove all trade fixtures, furniture, equipment and other personal property installed in the Premises prior to the expiration or earlier termination of this Lease. Unless Landlord elects to the contrary by written notice to Tenant delivered prior to the expiration or earlier termination of this Lease, Tenant shall remove at its sole cost all alterations, additions and improvements made by Tenant to the Premises. Alterations, additions and improvements remaining on the Premises that Landlord elects by written notice to Tenant to acquire and retain at the expiration or earlier termination of this Lease shall become the property of Landlord. Tenant shall, at its own cost, completely repair any and all damage to the Premises and the Improvements resulting from or caused by such removal. The provisions of Section 8.1 shall apply to such removal and repair work.

17. QUIET ENJOYMENT

Landlord represents and warrants that it has full rights and authority to enter into this Lease and that Tenant, upon paying the Rent herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease and all matters of record.

18. EVENTS OF DEFAULT; LANDLORD'S REMEDIES

18.1 Events of Default. Tenant shall be deemed to be in default under this Lease when any of the following occurs:

(a) Tenant shall fail to pay any installment of the Rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when due;

(b) Tenant shall vacate all or a substantial portion of the Premises, whether or not Tenant is in default of the Rent or other charges due under this Lease; or

(c) Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within three (3) days after written notice thereof to Tenant. Such notice shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure.

18.2 Landlord's Remedies. Upon the occurrence of any of the events of default described in Section 17.1 hereof, Landlord shall have the option to pursue any one or more of the following remedies as allowed by law:

18.2.1 Termination. Landlord shall have the right, at any time, with or without notice or demand, to terminate this Lease, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, at law or equity by reason of Tenant's default or of such termination.

18.2.2 Damages upon Termination. Should Landlord terminate this Lease pursuant to the provisions of Section 17.2.1 hereof, Landlord, without limiting any other remedy, shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code, or any successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled under applicable law, Landlord shall be entitled to recover from Tenant: (a) the worth at the time of award of the unpaid Rent and all other amounts which had accrued at the time of termination, all of which shall be deemed to be rent; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in clauses

(a) and (b) shall be computed with interest at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law. The "worth at the time of award" of the amount referred to in clause (c) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

18.2.3 Continue Lease in Effect. Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease because of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

18.2.4 Computation of Rent for Purposes of Default. For purposes of computing unpaid Rent which would have accrued and become payable under this Lease after termination hereof, unpaid Rent shall consist of the Base Rent and additional rent as described in Section 2.1 at the rate in effect when this Lease is terminated.

18.2.5 Costs. If Landlord incurs any cost or expense occasioned by the default of Tenant (including but not limited to attorneys' fees and costs), then Landlord shall be entitled to receive such costs together with interest on all funds Landlord expends at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, including without limitation, brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's right and/or remedies, including reasonable attorneys' fees whether or not suit is actually filed.

18.2.6 Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein.

18.2.7 Landlord's Cure; Reimbursement by Tenant. If Tenant should fail to make any payment, take any required action or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment, take such action and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in making such payment or taking such remedial action.

19. TENANT'S REMEDIES

19.1 Landlord's Default. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within sixty (60) days after written notice is delivered by Tenant to Landlord specifying the obligation which Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than sixty (60) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. All obligations of Landlord hereunder will be construed as covenants, not conditions.

19.2 Tenant's Remedies. Except as provided below, in the event of any default by Landlord, Tenant's exclusive remedies shall be an action for specific performance or action for damages. Tenant hereby waives the benefit of any laws granting it the right to perform Landlord's obligation, the right to place a lien upon the property of Landlord and/or upon Rent due Landlord, the right to terminate this Lease or withhold Rent because of any Landlord default.

19.3 Sale of Premises. In the event of any sale or transfer of the Premises, the seller, transferor or assignor shall be and hereby is entirely freed and relieved of all agreements, covenants and obligations of Landlord thereafter to be performed and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the parties and the purchaser, transferee or assignee on any such sale, transfer or assignment that such purchaser, transferee or assignee has assumed and agreed to carry out any and all agreements, covenants and obligations of Landlord hereunder.

20. GENERAL PROVISIONS

20.1 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to Landlord which is not paid when due shall bear interest at the maximum rate then allowable by law. Such interest will be due Landlord as it accrues. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant.

20.2 Time of Essence. Time is of the essence.

20.3 Binding Effect. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this Lease as Tenant, then each shall be jointly and severally liable for all obligations of Tenant hereunder.

20.4 Governing Law and Venue. This Lease has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Lease, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding the provisions of California Code of Civil Procedure section 394.

20.5 Captions. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

20.6 Certificates. Tenant agrees from time to time within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired Term of this Lease and such other matters pertaining to this Lease as may be requested by Landlord.

20.7 Entire Agreement; Amendments. This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the subject matter of this Lease and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that no representations, inducements, promises

or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect. This Lease may not be altered, changed or amended except by an instrument in writing signed and dated by both parties hereto.

20.8 Waivers. The waiver by Landlord of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may grow up between the parties in the administration of this Lease be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with all of the provisions of this Lease. The failure of Landlord to insist upon strict performance of any of the terms, conditions, and covenants of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions and covenants herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any provisions, covenant, agreement or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such proceeding breach at the time of acceptance of such Rent.

20.9 Attorneys' Fees. If either Landlord or Tenant commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this Lease or the Premises, including but not limited to any action for recovery of Rent due and unpaid, to recover possession or for damages for breach of this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.

20.10 Survival of Obligations. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term, including without limitation, all payment obligations with respect to Rent and all obligations concerning the condition of the Premises.

20.11 Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable

20.12 Security Measures. Tenant hereby acknowledges that the Rent payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of Tenant, Tenants' Parties and their property from acts of third parties.

20.13 Intentionally Reserved.

20.14 Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof,

the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

20.15 No Third-Party Beneficiaries. This Lease is not intended by either party to confer any benefit on any third party, including without limitations any broker, finder, or brokerage firm.

20.16 Effective Date/Nonbinding Offer. Submission of this Lease for examination or signature by Tenant does not constitute an offer or option for lease, and it is not effective as a lease or otherwise until executed and delivered by both Landlord and Tenant. Each individual executing this Lease on behalf of Landlord or Tenant represents and warrants to the other party that he or she is authorized to do so.

20.17 No Recording. The parties expressly agree that neither this Lease nor any memorandum hereof shall be recorded in the office of the county recorder for the county in which the Premises are located or elsewhere.

20.18 Notices. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by one party to the other shall be deemed to be complied with when and if the following steps are taken:

(a) All Rent and other payments required to be made hereunder shall be payable to the applicable party hereto as follows: to Landlord at the address set forth in Item 9 of the Basic Lease Provisions, and to Tenant at the address set forth in Item 10 of the Basic Lease Provisions, or at such other addresses as the parties may have hereafter specified by written notice. All obligations to pay Rent and/or any other amounts under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by the respective party.

(b) Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt or first attempted delivery to the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows: if to Landlord, then at the address specified in Item 9 of the Basic Lease Provisions; if to Tenant, then at the address specified in Item 10 of the Basic Lease Provisions; or at such other address (but no more than one (1) address at a time) as the recipient may theretofore have specified by written notice.

20.19 Water, Oil and Mineral Rights. Landlord reserves all right, title or interest in water, oil, gas or other hydrocarbons, other mineral rights and air and development rights, together with the sole and exclusive right of Landlord to sell, lease, assign or otherwise transfer the same, but without any right of Landlord or any such transferee to enter upon the Premises during the Term except as otherwise provided herein.

20.20 Broker's Fees. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the brokerage firm specified in Item 11 of the Basic Lease Provisions, if any, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

20.21 Nondiscrimination. Tenant certifies and agrees that all persons employed by Tenant and its affiliates, subsidiaries, and holding companies are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

20.22 Holding Over. In the event that Tenant shall not immediately surrender the Premises to Landlord on the expiration date of the Term or earlier termination of this Lease, Tenant shall be deemed to be a month to month tenant upon all of the terms and provisions of this Lease. If Tenant shall hold over after the expiration date of the Term or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises by any legal process in force in the State of California. Tenant shall indemnify Landlord against all liabilities and damages sustained by Landlord by reason of such holding over.

20.23 Subordinate Rights. This Agreement is subject and subordinate to the prior and continuing right and obligation of Landlord, its successors and assigns, to use Landlord Property or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto Landlord, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along Landlord Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to Landlord Property or any portion thereof. This Agreement is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Property now or hereafter, and this Agreement is executed and delivered by Landlord without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exceptions.

20.24 Waiver of Jury Trial. Each party acknowledges that it is aware of and has had the advice of Counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary, or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Lease and/or any claim of injury or damage.

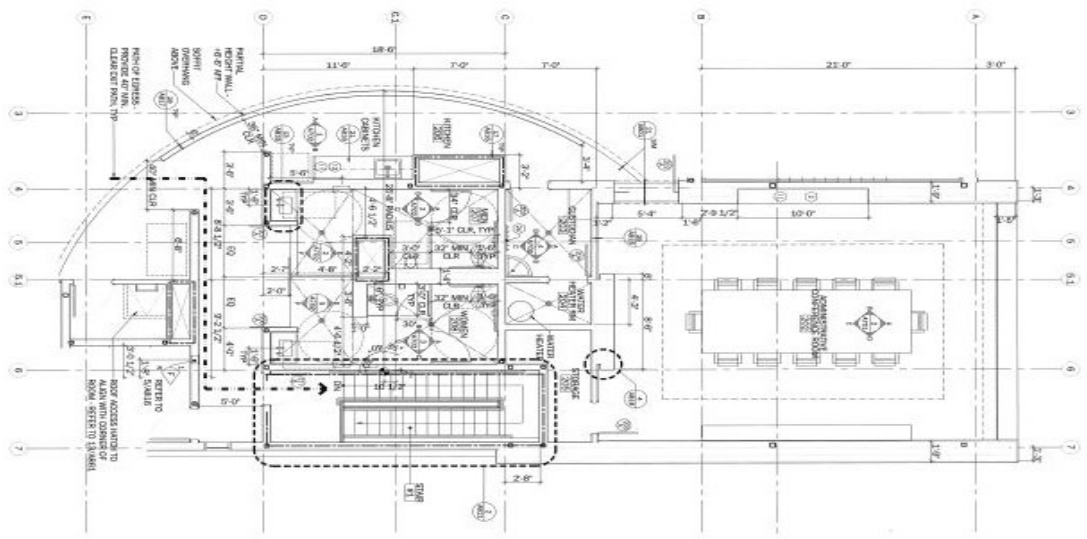
20.25 Public Finance Representation To the best of Tenant's knowledge, there are no outstanding obligations or restrictions regarding the proposed terms and conditions of this lease document in reference to any of Tenant's sources of public funds.

20.26 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

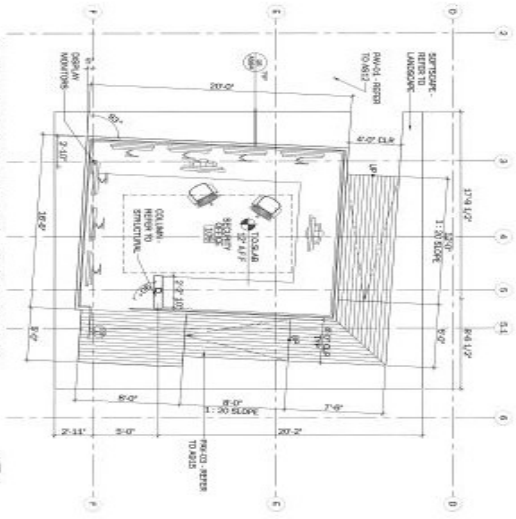
Exhibit "A"

Site Plan of the Premise

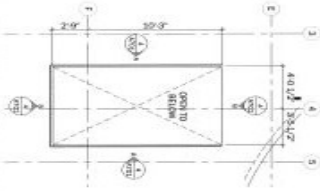
ENLARGED RESTROOMS, KITCHEN, CUSTODIAN AND ADMINISTRATIVE CONFERENCE ROOM - SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
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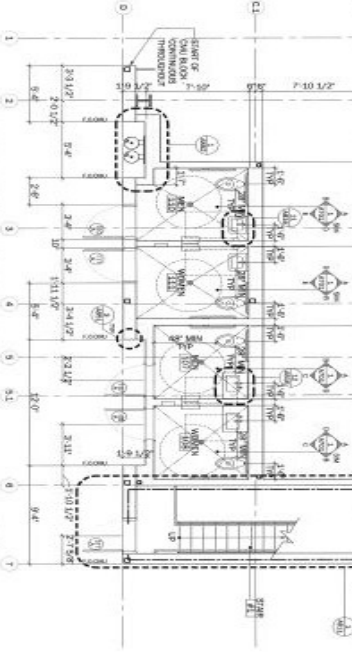
ENLARGED SECURITY OFFICE - FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
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ENLARGED SECURITY OFFICE - SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
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ENLARGED RESTROOMS - FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
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LEGEND

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APPROVED
DATE: 12/11/2014
BY: [Signature]
PROJECT: COMPTON MLK TRANSIT CENTER
SHEET: A601

COMPTON MLK TRANSIT CENTER
350 NORTH WILLOWBOCK AVENUE
COMPTON, CALIFORNIA 90220

FINAL BID DOCUMENTS
ENLARGED PLANS

CHECKED BY: [Name]
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