REGULAR MEETING AGENDA
CITY COUNCIL OF THE CITY OF COMPTON

TUESDAY – JUNE 22, 2021 5:30 P.M.
TELECONFERENCE MEETING AUTHORIZED BY STATE OF CALIFORNIA EXECUTIVE ORDERS N-25-20 AND N-29-20 VIA ZOOM COMMUNICATIONS

COVID-19 NOTICE

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20 and the Los Angeles County Health Officer's "Safer at Home Order for Control of COVID-19" the City Council will participate in the meeting through teleconference. Public participation in the meeting will be facilitated through the electronic methods as described below.

Agenda Materials:

The agenda and agenda packet related to items on this agenda are available for public inspection at www.comptoncity.org.

Public Observation and Participation:

Members of the public may provide public comments through the follow method:

Teleconference Participation: You may provide audio public comments by connecting to the teleconference meeting online or by telephone/mobile call (please select only one method). Public speakers will be queued to provide comments at the appropriate time on the agenda. You must be available to provide comments at the time you are called upon to speak. If you are not planning on providing public comments we encourage you to observe the meeting via livestream at www.comptoncity.org or on Government Channel 36 to allow staff to more effectively manage the number of teleconference connections.

Compton Zoom meeting online line:

https://us02web.zoom.us/j/81132261374?pwd=UmhoV3QwTGJ0VXgrK2dRQWdhZ1BrQT09
Compton Zoom meeting call-in telephone number:1-669-900-6833
Compton Zoom ID:811 3226 1374
Compton Zoom Passcode: 386869

Americans with Disabilities Act (ADA) Accommodations:

Any person with a disability who requires accommodation in order to participate in a meeting should contact of the Office of the City Clerk at (310) 605-5530 to request accommodation. The City will use its best efforts to provide reasonable accommodations related to the teleconference meeting.

Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting via Zoom during the public comments portion of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

(Zoom is only for Public Comments)

https://us02web.zoom.us/j/81132261374?pwd=UmhoV3QwTGJ0VXgrK2dRQWdhZ1BrQT09

Meeting ID: 811 3226 1374
Passcode: 386869
Call In: 1-669-900-6833

COMPTON CITY COUNCIL
AGENDA
06/22/2021
5:30 PM

HEARING(S)

5:35 P.M. - PUBLIC HEARING - 501/601 EAST COMPTON BOULEVARD SPECIFIC PLAN FOR A MIXED-USE PROJECT AT 501-545 EAST COMPTON BOULEVARD, 601-625 EAST COMPTON BOULEVARD, 112 NORTH WILLOW AVENUE AND 107 NORTH SANTA FE AVENUE (Items 20, 21, 22)

5:45 P.M. - PUBLIC HEARING - TO CONSIDER THE ISSUANCE OF LEASE REVENUE BONDS FOR THE PURPOSE OF RENOVATION AND IMPROVEMENT OF CITY FACILITIES, PUBLIC SAFETY FACILITIES, CITY PARKS AND PUBLIC INFRASTRUCTURE

5:50 P.M. - PUBLIC HEARING - 2021-2022 FISCAL YEAR BUDGET (Item 23)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. JUNE 2, 2021

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

2. INVESTMENT REPORTS - APRIL 30, 2021 AND MAY 31, 2021 (Receive and File)

CITY ATTORNEY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 369 TO PROVIDE MED-CAL SERVICES TO PERSONS EXPERIENCING HOMELESSNESS

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT A CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) TYPE VI FIRE ENGINE

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO DUTHIE POWER SERVICE TO PAY OUTSTANDING INVOICES FOR REPAIRS TO THE COMPTON FIRE STATION 1 GENERATOR ($2,532.05)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CITY'S CURRENT AGREEMENT WITH ONSOLVE, LLC TO EXTEND THE TERM FOR A PERIOD OF ONE (1) YEAR FOR AN EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM FOR THE CITY ($22,000)

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CITY'S CURRENT MEDIC CLIPBOARD SUBSCRIPTION AGREEMENT WITH DIGITAL EMS SOULUTIONS, INC. TO EXTEND THE TERM FOR A PERIOD OF THREE (3) YEARS AND TO PROVIDE ADDITIONAL COMPENSATION FOR THE PROVISION OF ELECTRONIC PATIENT CARE REPORTING SERVICES FOR THE CITY'S FIRE DEPARTMENT ($116,861.79)

CITY MANAGER

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO AXON ENTERPRISES, INC. FOR THE PURCHASE AND SERVICE OF TASER 7 CONDUCTED ENERGY DEVICES, HARDWARE, ACCESSORIES, CERTIFICATES AND TRAINING SERVICES ($95,360)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2021 – 2022

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH SHI INTERNATIONAL CORPORATION FOR MICROSOFT LICENSE AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO SHI INTERNATIONAL CORPORATION ($116,002.30)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON PROCLAIMING THE MONTH OF JUNE PRIDE MONTH

PUBLIC WORKS DEPARTMENT

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO AMEND THE SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NATIONAL PLANT, INC. TO PROVIDE ADDITIONAL COMPENSATION FOR CITY-WIDE SEWER SYSTEM CLEANING, VIDEO INSPECTION AND "ON-CALL" SERVICES ($150,000)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE IMPLEMENTATION OF COORDINATED INTEGRATED MONITORING PLAN AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION ($61,500)

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SHERWIN WILLIAMS COMPANY FOR THE PURCHASE OF PAINT AND PAINT SUPPLIES FOR CITYWIDE GRAFFITI ABATEMENT IN AN AMOUNT NOT TO EXCEED $15,000

RISK MANAGEMENT

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL AND PURCHASE OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2021-2022 AND AUTHORIZE AN ACTUARIAL STUDY ($2,020,271)

REGULAR AGENDA

CITY MANAGER'S REPORT

16. A REQUEST TO SCHEDULE A PUBLIC HEARING: PROPOSED AMENDMENTS TO PARKING METER ORDINANCE; INCREASE PARKING METER RATES (July 6, 2021 at 5:40 p.m.)

17. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR: MITIGATED NEGATIVE DECLARATION CASE NO. 948, CHANGE OF ZONE/SPECIFIC PLAN CASE NO. 2020-002, TENTATIVE TRACT MAP NO. 83170, CASE NO 2021-001 (July 13, 2021 at 5:35 p.m.)

UNFINISHED BUSINESS

18. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 12-4.4 (PARKING FOR MORE THAN SEVENTY-TWO CONSECUTIVE HOURS PROHIBITED) OF THE COMPTON MUNICIPAL CODE (Second Reading)

19. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XII (TRAFFIC REGULATIONS) TO ADD SECTION 12-10 TO RESTRICT OVERSIZED VEHICLE PARKING ON CITY STREETS (Second Reading)

NEW BUSINESS

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING GENERAL PLAN AMENDMENT CASE NO. 2020-004, A REQUEST TO CHANGE THE LAND USE DESIGNATION ON THE LAND USE MAP FROM GENERAL COMMERCIAL (GC) AND LOW DENSITY RESIDENTIAL (LR) TO SPECIFIC PLAN (SP) FOR 501-601 EAST COMPTON BOULEVARD, ADOPTING A MITIGATED NEGATIVE DECLARATION, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM

21. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE CASE NO. 2020-004, A REQUEST TO CHANGE THE ZONING CLASSIFICATION OF 501-545 EAST COMPTON BOULEVARD, 601-625 EAST COMPTON BOULEVARD, 112 NORTH WILLOW AVENUE AND 107 NORTH SANTA FE AVENUE, FROM LIMITED COMMERCIAL (CL), PARKING/HIGH DENSITY RESIDENTIAL (PRH) TO SPECIFIC PLAN (SP)

    21(a) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE 501-601 EAST COMPTON BOULEVARD SPECIFIC PLAN FOR THE PROPERTY AT 501-545 EAST COMPTON BOULEVARD, 601-625 EAST COMPTON BOULEVARD, 112 NORTH WILLOW AVENUE AND 107 NORTH SANTA FE AVENUE SUBJECT TO CONDITIONS

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE A PORTION OF NORTH WILLOW AVENUE, A PUBLIC RIGHT-OF-WAY APPROXIMATELY 40 FEET BY 135 FEET, LOCATED AT THE "T" INTERSECTION OF COMPTON BOULEVARD AND WILLOW AVENUE BETWEEN THE 500 AND 600 BLOCKS OF COMPTON BOULEVARD, (STREET VACATION NO. 20-003), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION (July 6, 2021 at 6:00 p.m.)

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2021-2022

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND OTHER PROVISIONS

25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON JUNE 1, 2021

26. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RECEIVING A REPORT IN CONNECTION WITH CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES PROPOSED TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2021-2022, AND SETTING A PUBLIC HEARING THEREON FOR JULY 20, 2021 AT 5:45 P.M.

27. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ACTION CLEANUP ENVIRONMENTAL SERVICES, INC. FOR ENVIRONMENTAL CLEANUP UNDER THE (EASTSIDE) ARTESIA BRIDGE ($26,250)

28. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,238, RATIFYING THE AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($292,024.50)

29. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-2022 FUNDED BY SB1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

30. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE OF THE CITY'S SEWER REVENUE REFUNDING BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

31. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE OF THE CITY'S WATER REVENUE REFUNDING BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

32. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SCREAMIN EAGLE SERVICES, INC. FOR CITY-WIDE ABATEMENT OF ILLEGAL DUMPING ($700,000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 7/6/2021 @ 5:30 PM

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

June 22, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **PUBLIC HEARING: 501/601 E. COMPTON BLVD. SPECIFIC PLAN FOR A MIXED-USE PROJECT AT 501-545 E. COMPTON BLVD., 601-625 E. COMPTON BLVD., 112 N. WILLOW AVE. AND 107 NORTH SANTA FE AVENUE**

SUMMARY

This public hearing is for the 501/601 E. Compton Blvd. Specific Plan (the Project). The Project involves a request by KBK Enterprises, LLC. (Developer) to approve the following discretionary land use actions: General Plan amendment; land use map to change the Land Use Designation from General Commercial (GC) and Low Density Residential (LDR) to Specific Plan (SP); and adoption of an ordinance to change the Zoning of 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe from (CL), (PRH) to Specific Plan (SP) and adoption the 501/601 E. Compton Blvd. Specific Plan. The Project also entails a request for street vacation of a portion of the North Willow Avenue located on the 100 block between the 500 and 600 blocks of East Compton Boulevard. This public hearing will provide the Project background, and obtain input from the City Council and the public.

BACKGROUND

The Developer is proposing a general plan amendment, zone change, specific plan, and street vacation to develop a mixed-use project consisting of up to 300 residential units, 20% of which will be affordable housing units, over 7,700 square feet of ground floor commercial, a 40,000 square foot innovation center for established and start-up technology companies, and a multilevel parking structure with levels above and below ground. The proposed project will be developed on a site that is 2.13 acres on Compton Blvd. bound by Santa Fe Avenue and Spring Avenue.

The site is comprised of several parcels that all are all adjacent to Compton Boulevard and stretch between Santa Fe Ave. and Willow Ave. and Spring Ave. The subject site is comprised of some vacant lots and has some remaining structures that used to house a variety of commercial land uses. The buildings that exist on the property are not occupied and the site has been largely unused and vacant since 2009.The parcels that make up this proposed development were purchased by the former Community Redevelopment Agency of the City of Compton (known as the Successor Agency) except for 515 E. Compton Blvd., which is owned by the City of Compton. The project will be the first major mixed-use project development in downtown Compton and, the site will be the second project authorized under the new Specific Plan ordinance.

The Planning Commission previously reviewed the Project at a study-workshop session on May 26, 2021, and is scheduled to hold a public hearing to further consider the Project at a special meeting on June 16, 2021. Any recommendations from the Planning Commission will be provided to the City Council at its continued public hearing on June 22, 2021.

STATEMENT OF ISSUE

General Plan Amendment (GPA)

The 501/601 E. Compton Blvd. Specific Plan (SP) is necessary for the success of the proposed Project for several reasons. The GPA is necessary because it will combine two land use designations into one allowing for greater land use flexibility and design creativity. The current land use designations for the Project site are Low Density Residential (LR) and General Commercial. The LDR designation only permits the construction of single-family homes. Having the ability to develop projects that are more than two stories in height and have a high residential density are essential to developing a downtown core that is the city's civic and cultural center. The change from LDR to SP will allow greater housing diversity permitting the KBK project to provide housing for the various income levels of those who live within the city.

Adoption of the GPA will also have positive environmental, economic, and fiscal impacts for the community. The KBK project will be less than a ½ mile from the Compton Light Rail station and several major bus routes. The proposed GPA will encourage residents to live in a downtown where they are not dependent on automobiles for transportation and can use public transportation such as the MTA bus or light rail. This will have a significant effect in reducing the city's pollution, carbon footprint, and greenhouse gas emissions and thereby improving the environment.

The new SP will have new design guidelines for building siting and orientation, building articulation, and acceptable building materials and colors to ensure the development will maintain a high-quality design aesthetic as the uses and businesses at the site change over time. The new SP will be similar to the Planned Development zone and require the project to provide amenities for the residents such as private open space, areas for recreation and relaxation, and public art. The SP zone will also have guidelines that will encourage pedestrian activity such as, signage, awnings/canopies, storefront design, and outdoor dining design standards.

The current Zoning Ordinance, states that the High-Density Residential zone can have a maximum of 29 dwelling units per acre. The new general plan amendment that establishes the new Specific Plan ordinance states that the maximum density for residential units is 175 dwelling units per acre. The proposed project at 501-601 E. Compton Blvd. will provide up to 300 residential units on a 2.13-acre site. In order to bring the density maximum in line with the new Specific Plan standards and this proposed project, the 501/601 E. Compton Blvd. Specific Plan must be approved.

The current Zoning Ordinance also only allows buildings in the Limited Commercial zone to have a maximum height of 75 feet, however the SP zone will allow a building a height limit of seven floors giving the project greater flexibility for its overall height, design, and scale. It is anticipated that this type of flexibility will serve as an example for future projects and encourage greater creativity in building design, therefore, staff has no concerns regarding the proposed height limit or density of the new specific plan.

Specific Plan Proposal

The proposed Project is a mixed-use development with up to 300 residential units. The residences will be made up of studio, one-bedroom, and two-bedroom units. The SP zone will require a minimum size of 300 square feet for a studio unit, 400 square feet for a one-bedroom, and 700 square feet for a two-bedroom. The minimum sizes in this Project will be 400 square feet for a

studio, 500 square feet for a one-bedroom, and 825 square feet for a two-bedroom, with the two-bedroom units going up to a maximum of 975 square feet. All the units will have a washer and dryer, heating and AC, and personal storage space aside from closet and pantry space. In addition, the residents will have exclusive access to a residential lobby, leasing office, outdoor areas with BBQ grilling facilities, an exercise room, a swimming pool, a mail/parcel room, and underground parking in the project's multilevel parking structure. A quarter of the units will have a private balcony. The balcony units will face Compton Boulevard to provide privacy to the residences that will face Willow Avenue in the rear of the development.

The proposed Project will provide a significant amount of public and private open space. The SP zone requires that private open space and common open space be provided for residents. In the proposed project there will be 5,850 square feet of private open space and 19,350 square feet of common open space for a total of 25,200 square feet of residential open space. This Project proposes to create a public plaza located in the vacated portion of Willow Avenue that is adjacent to Compton Blvd. The public plaza will be 6,000 square feet in size.

The SP zone will permit the construction of a 40,000 square foot innovation center. The center will be comprised of four levels. The ground floor will be designed to accommodate a variety Art, Cultural and Community activities. For example, a museum or art gallery that will be open to the public.

Street Vacation

The California Streets and Highways Code (Division 9, Part 3), grants the City Council authority to vacate any "street" or part of any "street that it finds is unnecessary for present or prospective public use".

Southern California Edison has requested a 40' x 135' permanent easement be reserved and excepted from this street vacation to permit the construction, maintenance, operation, replacement, renewal, or enlargement of present and future facilities electrical facilities for the transmission/distribution of electric energy and for transmitting intelligence by electric means.

The Southern California Gas Company has also requested a 40' x 135' permanent easement be reserved and excepted from this street vacation to permit the construction, maintenance, operation, replacement, renewal, or enlargement of present and future facilities for their gas piping within the proposed vacated area.

Other utility companies that service the area stated they had no opposition or objections to the proposed vacation.

Environmental Review

In accordance with the California Environmental Quality Act ("CEQA"), California Public Resources Code, Division 13 §21000 et seq., an Initial Study for the project was prepared by Impact Sciences Environmental Consultants on behalf of the City. The City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Mitigated Negative Declaration and mitigation-monitoring plan, as part of its environmental review.

A Mitigated Negative Declaration ("MND") is a determination that the proposed project will not have a significant effect on the environment with the implementation of the 7 mitigation measures. The proposed General Plan Amendment was included as part of the MND review and analysis.

The initial study/MND environmental document was posted in the Los Angeles County Clerk's Office in Norwalk, posted on the Compton Community Development Department's webpage and circulated to service providers, public agencies and adjacent property owners for a thirty (30) day public review period from April 26, 2021 to May 27, 2021.

A Traffic Impact Analysis/Study was prepared by Iteris Traffic Engineering Group. The report evaluated the potential traffic impacts created by the proposed development. According to the report is it estimated that the proposed project when completed and occupied will generate an increase of up to 1,247 new daily vehicle trips with 106 trips during the am peak hour and 132 trips during the pm peak hour. The two intersections that were studied were Alameda St. and Compton Blvd. and Santa Fe Ave. and Compton Blvd.

The study evaluated the potential traffic growth based on the current street configuration of the studied intersections and added future traffic conditions. The projected traffic numbers were then analyzed by using both Level of Service (LOS) as a local traffic analysis, and Vehicle Miles Traveled (VMT) standards for CEQA purposes. The CEQA analysis, based on VMT, determined that no significant traffic impacts would be caused by the proposed development.

The local traffic study, based on LOS, identified the intersections of Alameda and Compton Blvd. and Santa Fe and Compton Blvd. as major traffic areas. The study results show that the intersections would maintain their current levels of service even with the existence of the project, which is slated to open in 2024. Based on analysis of the data, Iteris determined that the project's projected traffic will have a less than significant impact on the surrounding area from a CEQA perspective.

While the project does not have a VMT impact, and thus does not result in a CEQA impact requirement consideration of mitigation, the City's Traffic Engineering, analyzed the proposed Project and surrounding and identified several recommendations regarding traffic conditions of approval to be implemented during the construction of the project.

FISCAL IMPACT

There is no direct fiscal impact to the General Fund that will result from the approval of the Project. The proposed Project would establish the zone and development regulations pertaining to development of the subject site 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue. Additionally, it is anticipated the project will increase the City's property tax base.

RECOMMENDATION

Staff recommends the City Council Conduct and Continue the hearing to Tuesday, June 22, 2021 for consideration of approval of the Project entitlements.

CRAIG J. CORNWELL
CITY MANAGER

JUNE 2, 2021

The Compton City Council Closed Session meeting was called to order at 4:45 p.m. by Mayor Aja Brown. The Council Members participated in the meeting through Zoom Teleconference due to the existence of the coronavirus pandemic.

ROLL CALL

Council Members Present – M. Chambers, T. McCoy, E. Sharif, Mayor A. Brown
Council Members Absent – I. Galvan

Other Officials Present: D. Brown, A. Godwin, C. Cornwell

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20. The City Council will participate in the meeting through teleconference. Members of the public may observe this meeting via Channel 36 or via city website streaming services at: www.comptoncity.org, and offer comments at this meeting via Zoom during the public comments portion of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email: contactcityclerk@comptoncity.org prior to the meeting for assistance.

CLOSED SESSION AGENDA ITEM

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Chanyel Crow v. City of Compton (WCAB Case No. ADJ127050)
Pursuant to California Government Code Section 54956.9

AUDIENCE COMMENTS REGARDING CLOSED SESSION AGENDA ITEM

There were no audience comments.

City Attorney Damon Brown requested a closed session for a conference with legal counsel regarding existing litigation between Chanyel Crow v. City of Compton (WCAB Case No. ADJ127050) pursuant to California Government Code Section 54956.9.

RECESS TO CLOSED SESSION

On motion by Chambers, seconded by McCoy, the City Council recess to closed session at 4:47 p.m. by the following vote on roll call:

AYES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

On motion by McCoy, seconded by Chambers, the City Council reconvened at 5:47 p.m. by the following vote on roll call:

Councilmembers Present: Chambers, McCoy, Sharif, Brown
Councilmembers Absent: Galvan

REPORT OUT OF CLOSED SESSION

City Attorney Brown indicated that there was no reportable action taken during the closed session.

5:40 P.M. - PUBLIC HEARING - DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2021-2022 (Items # 4&5)

On motion by Sharif, seconded by McCoy, the public hearing was opened at 5:50 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

Mr. Michael Medvy of Wildan Financial Services and Associates indicated that a preliminary Engineer's Report for the District has been prepared which sets forth the improvements and the proposed assessments and charges. These assessments and charges have been spread proportionately in accordance with the special benefits each property receives. In addition, this Preliminary Engineer's Report is subject to review and comment prior to adoption.

These funds are required to operate the sewer collection system in the City of Compton for Fiscal Year 2021/2022. For information and future consideration, reserve funds are typically maintained for proper maintenance and operations of the District. The reserves are collected as part of the levy assessed against the parcels and can be increased through voter approval via Proposition 218 proceedings. Through the information available, the levy has not been increased over the previous five (5) years and thus reduces the reserve balance. Staff will review the operational costs and budget for Fiscal Year 2021/2022 and most likely will be recommending an increase to the levy for consideration.

These assessments are collected for the City by the County Tax Collector and usually nets the City approximately $913,479 annually.

PUBLIC COMMENTS REGARDING THE HEARING

There were no public comments.

On motion by McCoy, seconded by Sharif, the hearing was closed at 5:53 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

5:45 P.M. - PUBLIC HEARING - DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR THE FISCAL YEAR 2021-2022 (Items # 6& 7)

On motion by McCoy, seconded by Sharif, the public hearing was opened at 5:53 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

Mr. Michael Antwine and **Mr. Michael Medvy** from Wildan reported that annually, the City is required by statute to prepare and adopt Lighting and Landscape Assessments. Before the City prepares the assessments, it must adopt a resolution initiating the proceedings for the Lighting and Landscape District No.1.

Assessments levied within the City's Lighting and Landscape District are used to pay for maintenance and servicing of the street lighting, traffic signals, and landscaping rehabilitation. These assessments are collected for the City by the County Tax Collector and usually nets the City of Compton approximately $4,187,847.66 annually.

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray commented that the City collects $4.1 Million a year, which is supposed to be used to replace street lights, traffic signals and median maintenance. Mr. Ray further stated that he has been complaining about missing street lights for many years and further pointed out that the traffic signal in front of CVS has been out for 2 years and has not been replaced. Mr. Ray also noted that the medians all over the City are bare without any landscaping, and further questioned why

the City is continuing to collect these assessments and questioned what the City is doing with the collected funds.

There being no further public comments, it was moved by McCoy, seconded by Mayor Brown (who stepped from the Chair), the hearing was closed at 5:59 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

Mayor Brown requested that the City Manager provide a breakdown of how this assessment will be utilized.

City Manager Cornwell reported that the lighting and landscaping assessment provides for employee salaries and benefits, machinery and equipment, street sweeping, tree trimming, traffic signals and lighting, street maintenance, utilities, water service payments as well as County administrative costs. The combined total for these services are approximately $4.1 Million.

Mayor Brown suggested that the City utilized drought tolerant landscaping wherever possible and also provide the necessary improvements to the level of maintenance of City property.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray raised concerns about agenda item Number 11 (grant application by the City and Keith B. Key Enterprises) and indicated that there are three problems with this project: (1) the Planning Commission never approved this project (2) this property sits right on top of a liquefaction zone and next to an earthquake fault (3) Compton has a 75-foot height limit for structures. Mr. Ray congratulated the recent winners of the General Election.

Adolpho Varas, Executive Director of the Latino Chamber of Commerce (LCC), thanked Councilmember Tana McCoy for working with the Chamber over the years. Mr. Varas announced that June is Pride Awareness Month for the LGBTQ community and invited the community to attend a celebration at Tomorrow's Aeronautical Museum at 961 W. Alondra Boulevard. Mr. Vargas alleged Latino voter suppression in Compton and further indicated that the majority of the residents in Compton are Latino and further commented that it is his desire that the new administration will bridge the gap between City Hall and the Latino community.

Mel Bailey, II commented that the area of Thorson and Rosecrans is in dire need of new landscaping. Mr. Bailey also commented that he is looking forward to working with everyone in Compton, not one particular race, creed or orientation. Mr. Bailey stated that he is a civil servant who loves the Hub City, adding that Compton has always been a beautiful City in which to work and live. Mr. Bailey concluded by encouraging everyone to work together toward a unified Hub City.

Barbara Calhoun, former City Councilmember, addressed agenda item Number 11 (grant application by the City and Keith B. Key Enterprises) and indicated that Mr. Johnathan Bowers was denied the ability to speak regarding this item when it was before the Planning Commission, and Mr. Delgadillo indicated that no vote by the Commission was needed and it was moving straight to the City Council. Ms. Calhoun further indicated that she has friends who reside within a 500-foot radius of the site in question, however, neither received notification regarding the public hearing relative to this issue. Ms. Calhoun questioned why the City will close off Willow with the amount of traffic in the area and further stated that she was under the impression that there would be 300 units, but now there will be 290 units, 56 or 57 of which will be deemed affordable units and further questioned why some units would have balconies, while others will not.

Assistant City Manager Mr. Michael Antwine reported that notices regarding the public hearing were mailed to all residences and businesses within a 500-foot radius of the location in May, 2021 which incurred several hundred properties. Mr. Antwine further reported that the Specific Plan for the proposed development allows for up to 300 units, however, the actual total of units may change. Mr. Antwine further explained that when this matter was before the Planning Commission, there was discussion regarding fire and public services and there was a request to allow a resident to answer technical questions. The resident was not permitted to speak regarding

technical issues concerning fire and emergency services, because he was not a City employee and could not provide technical expertise on behalf of the City. Mr. Antwine further indicated that the proposed project will be located in the downtown Specific Plan which has increased height limitations and there is no need for a variation relative to structure height. Mr. Antwine also added that there will be approximately 60 balconies distributed based on unit type. Mr. Antwine further explained that the City Engineer performed a traffic analysis for the street closure and Cal Trans, Southern California Edison and Southern California Gas approved the closure of Willow Avenue to allow for a pedestrian plaza. Mr. Antwine further confirmed that a large part of Compton sits on a liquefaction zone, adding that the Environmental Impact report requires certain plans for the zone.

City Attorney Damon Brown reported that the Deputy City Attorney was present at the Planning Commission meeting wherein this development was considered by the Planning Commission and added that his Deputy found that the proceedings were in compliance with the City Charter and municipal ordinances. Attorney Brown further reported that the Planning Commission followed the correct process and offered recommendations to Staff, therefore, the matter is properly before the City Council to make a decision regarding the project.

City Clerk Alita Godwin reported that the total number of remaining ballots to be processed from the June 1, 2021 General Run-off Election is as follows:

2,625 Vote-By-Mail
59 Conditional Voter Registration (CVR) Ballots
2 Provisional Ballots
2 Withheld Ballots (Voter delivered Ballot at curb because the voter could not come inside to deliver ballot)
2,688 Ballots to be processed by the Los Angeles County Registrar of Voters

City Clerk Godwin indicated that ballots postmarked on or before June 1, 2021 can still be received until Friday, June 4, 2021, therefore, the number of ballots to be processed may increase.

CONSENT AGENDA

APPROVAL OF MINUTES

1. MAY 11, 2021

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

AYES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

REGULAR AGENDA

CITY MANAGER'S REPORT

2. ORAL REPORT - CITY-WIDE PARKING ASSESSMENT UPDATE

City Manager Craig Cornwell city wide process assessment has been completed.

City Manager Craig Cornwell reported that the city-wide parking assessment has been completed and provided a brief summary for the area of Richland Farms and noted that there is a recommendation for permit parking with no overnight parking which would best address the lack of parking availability to the residents. Mr. Cornwell further stated that there is insufficient street parking on Central Avenue between Reed and Caldwell Street due to the high volume of vehicles and permit parking is recommended for the site. There is also insufficient street parking on East Saunders Street between North Bradfield Avenue to North Pannes Avenue.

Mr. Cornwell further indicated that there is concern that on South Oleander between West Laurel Street to Myrrh Street there is insufficient street parking, especially when you consider the close proximity of St. Timothy's Tower and Compton High School.

Staff is recommending that 'No Parking Anytime – Except by permit' signs be placed along the west side of Oleander Avenue.

City Manager Cornwell further stated that the City will hold public hearings to receive input from the community regarding permit parking and develop a plan to address the insufficient parking throughout the City.

Mayor Brown commented that she had previously requested a study relative to parallel or perpendicular parking to ease congestion and further suggested that the City consider city-wide permit parking.

3. A REQUEST TO ADD AN ADDITIONAL BUDGET PUBLIC HEARING FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2021-2022 BUDGET (June 22, 2021 at 5:45 p.m.)

On motion by McCoy, seconded by Chambers, the public hearing to consider the proposed Fiscal Year 2021-2022 Budget was scheduled for **June 22, 2021 at 5:45 p.m.** by the following vote on roll call:

AYES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

POWER POINT PRESENTATION - AMERICAN RESCUE PLAN

City Manager Craig Cornwell reported that on March 11, 2021, the American Rescue Plan Act (ARPA) was approved for a $1.9 Trillion Covid-19 relief package. From the ARPA a $350 billion Coronavirus State and Local Fiscal Recovery Fund was established. The City of Compton was awarded $34,425,003 that will be distributed in two separate payments, with half of the award this year and the second half twelve months later.

Mr. Cornwell highlighted the eligible uses for the funds which are:

- Respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts.
- Respond to workers performing essential work during the Covid-19 health emergency by providing premium pay or grants to eligible workers who reported to work in person, with a priority to lower income workers.
- For the provision of government services to the extent of the reduction in revenue due to the Covid-19 public health emergency.
- Make necessary investment in water, sewer, or broadband infrastructure

Mr. Cornwell indicated that Staff is proposing the following application of the funding:

- Water System Upgrades and Repair $4 Million
- Sewer System Upgrade and Repair $10 Million
- Citywide Revenue Shortfall Replacement $14.7 Million
- Provide Mass Communication System
- Build a broadband infrastructure to provide reliable 100 Mbps speeds to all residents.
- Provide one-time payment to essential workers
- Implement a Mental Health Wellness Program that combats the effects of COVID-19, violence, and other negative impacts of the pandemic.

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR FISCAL YEAR 2021-2022 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

On motion by Sharif, seconded by McCoy, **Resolution Number 25,482** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR FISCAL YEAR 2021-2022 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

5. 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 SEWER SERVICE CHARGES AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022

On motion by Sharif, seconded by McCoy, **Resolution Number 25,483** 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 SEWER SERVICE CHARGES AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2021-2022 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

On motion by Chambers, seconded by Sharif, **Resolution Number 25,484** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2021-2022 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**' was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

7. 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 AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022

On motion by McCoy, seconded by Chambers, **Resolution Number 25,485** 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 AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022' was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY AS THE COMPTON HOUSING SUCCESSOR AGENCY AUTHORIZING AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH OLSON URBAN HOUSING, LLC FOR THE SALE OF PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE FOR THE DEVELOPMENT OF A HOUSING PROJECT THEREON

On motion by McCoy, seconded by Sharif, **Resolution Number 25,486** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY AS THE COMPTON HOUSING SUCCESSOR AGENCY AUTHORIZING AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH OLSON URBAN HOUSING, LLC FOR THE SALE OF PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE FOR THE DEVELOPMENT OF A HOUSING PROJECT THEREON'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GLOBAL CTI GROUP, INC. FOR THE ACQUISITION, INSTALLATION, MAINTENANCE AND SUPPORT OF A VOICE OVER INTERNET PROTOCOL SYSTEM ($471,346.28)

On motion by McCoy, seconded by Chambers, **Resolution Number 25,487** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GLOBAL CTI GROUP, INC. FOR THE ACQUISITION, INSTALLATION, MAINTENANCE AND SUPPORT OF A VOICE OVER INTERNET PROTOCOL SYSTEM'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

On motion by Sharif, seconded by Chambers, **Resolution Number 25,488** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION BY THE CITY AND KEITH B. KEY ENTERPRISES, LLC FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT FUNDS UNDER THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO USE FOR A PROPOSED MIXED USE DEVELOPMENT ON SUCCESSOR AGENCY-OWNED PROPERTIES

On motion by McCoy, seconded by Chambers, **Resolution Number 25,489** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION BY THE CITY AND KEITH B. KEY ENTERPRISES, LLC FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT FUNDS UNDER THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO USE FOR A PROPOSED MIXED USE DEVELOPMENT ON SUCCESSOR AGENCY-OWNED PROPERTIES'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan, Sharif**

COUNCIL COMMENTS

City Manager Craig Cornwell reported that over the weekend, Code Enforcement worked in conjunction with the Compton Sheriff's Department to issue administrative citations to 3 locations for loud and disruptive parties. The Department also addressed the illegal street vending that occurs when Code Enforcement is not on duty. Mr. Cornwell stated that Staff is very encouraged by this type of joint task force work with the Sheriff's Department and further extended his appreciation to Tony Ward and the entire Code Enforcement Division for their willingness to work on the weekends until 3:00 a.m.

City Attorney Damon Brown commended and thanked the Office of Samoan Affairs for reaching out to his office and extending an offer to provide educational resources to the community as well as to the Code Enforcement Division on the City's enforcement of the flavored tobacco ban.

Attorney Brown congratulated the City's first legal intern, Mr. Talford "TJ" Thompson on his graduation from UC Irvine School of Law with Honors. Attorney Brown commended Mr. Thompson on his exemplary work and further thanked City Manager Cornwell for establishing this hugely successful legal internship program.

Attorney Brown announced that the City filed a claim for damages with the County of Los Angeles Sherriff's Department alleging breach of contract and a few other different claims by the County of Los Angeles as it relates to the contract for law-enforcement services between the City of Compton and the County.

Councilmember Chambers offered the following communications/announcements:

- Reminded the residents that vaccinations to combat covid-19 are still available at Gonzales Park every Thursday from 2 p.m. to 8:00 p.m. and encouraged residents 12 years of age and older to get vaccinated bringing forth immunity for the community.

- Announced that June is LGBTQ Gay Pride Awareness Month and highlighted the story of the Stonewall Inn which was the site of the Stonewall riots of 1969, which is widely considered to be the single most important event leading to the gay liberations movement and the modern fight for LGBTQ rights in the United States.

- Congratulated Pastor Michael Fisher and Greater Zion Church Family on returning to in person worship at their new sanctuary every Sunday beginning at 9:30 a.m. – seating will be limited and socially distanced to meet CDC requirements.

- Acknowledged the 100-year anniversary of the Tulsa Oklahoma Race Massacre and explained that over 18 hours from May 31 to June 1, 1921, a white mob attacked residents, homes and businesses in the affluent and predominantly Black Greenwood neighborhood of Tulsa, Oklahoma. The event remains one of the worst incidents of racial violence in U.S. history; and, for a period, remained one of the least known. News reports were largely squelched, despite the fact that hundreds of people were killed and thousands left homeless.

- Requested that the Council meeting be adjourned in memory of **Fire Fighter Tory Carlin** and **Ms. Linda Dent,** who rose from a steward to become the first woman and first Black president of SEIU 721.

Councilmember McCoy offered the following communications/announcements:

- Announce that she is a Board member for the Independent Cities Association which will be hosting an in-person seminar on August 26 – 29, 2021 in Santa Barbara California

- Announced that June is Gay Pride Awareness month recognizing and celebrating the LGBTQ community and invited the community to attend a celebration on June 26, 2021 from 10:00 a.m. to 5:00 p.m. at the Compton Woodley Airport, 961 West Alondra Boulevard.

Councilmember Sharif offered the following communications/announcements:

- Questioned whether funding from the federal government can be used for budget funding to rehire Parks and Recreation Staff members

City Manager Cornwell indicated that he previously identified funding to rehire Parks and Recreation Staff which he will present to the City Council.

- Requested that the Council meeting be adjourned in memory of Valley Transportation Supervisor **Mr. Paul de la Cruz Megia**.

Mayor Brown offered the following communications/announcements:

- **Mayor Brown** announced that Los Angeles County is continuing its downward trend rate of positivity of coronavirus cases, however, we must all continue to follow the guidelines and use precautions to fully contain the virus. Mayor Brown encouraged the residents to visit: vaccinatelacounty.com to find information regarding the vaccination against covid-19 and further noted that testing is still available at Gonzales Park and Burrell MacDonald park. Please visit: covid19.lacounty.gov/testing for information or appointments. Residents may also obtain additional information by visiting the City's frequently updated Resource Guide, which is found on the website at: comptoncity.org

- **Mayor Brown** announced that the Mobile covid-19 Vaccination Center is available and encouraged residents to call 310-605-3050 to schedule a vaccination appointment.

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned in memory of **Linda Dent** and **Paul de la Cruz Megia** at 8:06 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

_____	_____
CITY CLERK OF THE CITY OF COMPTON	**MAYOR OF THE CITY OF COMPTON**

JUNE 22, 2021

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY TREASURER**

SUBJECT: **INVESTMENT REPORT**

IN ORDER TO COMPLY WITH THE COMPTON CITY CHARTER SECTION: 701(d) PREPARE AND SUBMIT TO THE CITY CONTROLLER (**THE CHIEF FINANCIAL OFFICER OF THE CITY)** MONTHLY WRITTEN REPORTS OF ALL RECEIPTS, DISBURSEMENTS AND BALANCES, COPIES OF WHICH SHALL BE FILED WITH THE CITY MANAGER. TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORTS ACCURATELY REFLECT ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF APRIL 30, 2021 AND MAY 31, 2021.

THE CITY'S INVESTMENT OBJECTIVES IN ORDER OF PRIORITY SHALL BE: **SAFETY**, WHICH IS INVESTING IN THE HIGHEST AND BEST QUALITY SECURITIES, **LIQUIDITY,** WHICH CAN BE CONVERTED INTO CASH AND NECESSARY TO MEET OUR CASH FLOW DISBURSEMENT OF THE CITY, AND **YIELD**, WHICH IS EARNING A HIGHER THAN MARKET RATE OF RETURN.

DOUGLAS SANDERS
CITY TREASURER

CITY OF COMPTON
Portfolio Management
Portfolio Summary
April 30, 2021

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	102,146,552.11	102,146,552.11	102,146,552.11	99.87	1	1	0.434	0.440
Passbook/Checking Accounts -2	135,853.35	135,853.35	135,853.35	0.13	1	1	0.010	0.010
Investments	**102,282,405.46**	**102,282,405.46**	**102,282,405.46**	**100.00%**	**1**	**1**	**0.433**	**0.439**

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	44,843.70	535,536.63
Average Daily Balance	**102,229,399.56**	**102,254,392.09**
Effective Rate of Return	**0.53%**	**0.63%**

Under the City Charter section 701 City Treasurer, The Treasurer shall be the custodian of all public funds belonging to or under the control of the City or any office, department, or agency thereof. Section 701(d) Prepare and Submit to the CITY CONTROLLER (the CHIEF FINANCIAL OFFICER/OFFICE of COMPTON) monthly written reports of all receipts, disbursements, and fund balances, copies of which shall be filed with the City Manager.

This report reflects all pooled investments, and it is in conformity with the investment policy adopted by the City Council (Gov Code 53646(b) (3)). The monthly investment report must state the ability of the Agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The City's investment program and future revenue are uncertain as to sufficient cash to meet six months of estimated expenditures due to the COVID-19 PANDEMIC worldwide. The uncertainty of Cities to collect revenue is due to the COVID-19 cases. As of this report, the County of Los Angeles has lightened up some of the restrictions from COVID-19.

As of April 30, 2021, the 10th month of the fiscal year 2020/2021, the City had a total in the General City bank account plus LAIF account of $49.1 million. At the time of this reporting period, the City had approximately $1.3 million in large outstanding warrants payable to vendors. On December 20, 2020, the City received its tax revenue of $12.4 million. On January 4, 2021, the Successor Agency received its property tax revenue called ROPS of $8.4 million. Also, on January 20, the City received more property tax, in lieu of DMV fees, of $9.5 million. The April property tax revenue to the City was $10.1 million. The City's PERS balance is $46.8 million as of the date of this reporting period.

The Federal Reserve Bank has reduced interest rates to 0% or near zero due to the COVID-19 Pandemic and the effects on the economy and jobs. As of this report, the Federal Reserve Bank Committee, FOMC stated that they would keep interest rates the same. Congress has passed the American Rescue Plan Act of 2021, a $2.1 trillion economic stimulus bill. The City of Compton is estimated to receive over $37 million from the plan.

Interest revenue for the fiscal year 2020/2021 will be low due to Federal Reserve Bank (known as THE FED) keeping the interest rates at zero or near zero. The City's monthly payment to the Sheriff's Department is approximately $1.9 million. The employee's payroll is over $2 million a month, plus other major expenditures. There has been some reduction in payroll costs due to layoffs earlier in the fiscal year. The City completed a $37.7 million bond transaction from the revenue of sales tax from MTA, only using 50% or less of that revenue for the payment of the bonds. The funds will be allocated for major work on City streets.

ASSUMPTIONS
The investment report represents a specific snapshot in time and it is compared to other market performers during that same period but not limited to the Local Agency Investment Fund (State of California) and other Treasury term rates. The City uses SymPro portfolio management software for investment calculation results.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA. Local Agency Investment Fund (LAIF) Pool rates have been trending lower over the last few months. The City continues to monitor the daily LAIF rates.

Treasury Rates as of 4/30/2021

3 month T-Bill @ 0.0030%
6 month T-Bill @ 0.0230%
1 year T-Bill @ 0.0470%

DOUGLAS SANDERS, CITY TREASURER

6/17/2021

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
April 30, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
6000	6000	General City			29,408,537.05	29,408,537.05	29,408,537.05	0.440	0.434	0.440	1	
6007	6007	Successor Agency Gen			31,200,154.64	31,200,154.64	31,200,154.64	0.440	0.434	0.440	1	
1203	1205	SA Low Cost Housing			6,030,527.01	6,030,527.01	6,030,527.01	0.440	0.434	0.440	1	
6029	6029	Measure R			1,919,162.84	1,919,162.84	1,919,162.84	0.440	0.434	0.440	1	
SYS10128	10128	Measur M			1,006,020.39	1,006,020.39	1,006,020.39	0.440	0.434	0.440	1	
6019	6019	EDA Revolving Loan			73,261.90	73,261.90	73,261.90	0.440	0.434	0.440	1	
6002	6002	Prop C			1,630,843.58	1,630,843.58	1,630,843.58	0.440	0.434	0.440	1	
6030	6030	PROP A			3,204,435.49	3,204,435.49	3,204,435.49	0.440	0.434	0.440	1	
2100	6021	PERS			26,765,609.80	26,765,609.80	26,765,609.80	0.440	0.434	0.440	1	
6027	6027	River Mountain Conservancy			12,704.33	12,704.33	12,704.33	0.440	0.434	0.440	1	
6003	6003	Sewer Bond Proceeds			895,295.08	895,295.08	895,295.08	0.440	0.434	0.440	1	
		Subtotal and Average	**102,093,547.29**		**102,146,552.11**	**102,146,552.11**	**102,146,552.11**		**0.434**	**0.440**	**1**	
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			135,853.35	135,853.35	135,853.35	0.010	0.010	0.010	1	
		Subtotal and Average	**135,852.27**		**135,853.35**	**135,853.35**	**135,853.35**		**0.010**	**0.010**	**1**	
		Total and Average	**102,229,399.56**		**102,282,405.46**	**102,282,405.46**	**102,282,405.46**		**0.433**	**0.439**	**1**	

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
APRIL 30, 2021

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1000	PAYROLL	WELLS FARGO BAI	2,907,291.26
1001	GENERAL CITY ACCOUNT	BANK OF THE WES	19,676,793.20
1520	MEASURE R	BANK OF THE WES	1,203,226.13
2000	PROP A	BANK OF THE WES	1,629,897.58
4000	SA GENERAL	BANK OF THE WES	40,086.77
1203	SA LOW COST HOUSING	BANK OF THE WES	694,180.44
2100	PERS	BANK OF THE WES	20,052,619.36
1528	MEASURE M	BANK OF THE WES	719,328.43
2820	FAMILY SELF SUFFICIENCY	BANK OF THE WES	135,853.35
2754-84-8	JTPA - CAREERLINK	BANK OF THE WES	592,715.57
2805	HOME LOAN PROGRAM	BANK OF THE WES	1,485,895.28
2818	SECTION 108 - HUD FUND	BANK OF THE WES	1,856,679.67
5116	BOND SEWER CONSTRUCTIO	BANK OF THE WES	8,328.40
6400	LIABILITY	BANK OF THE WES	99,840.18
1001	COC - CHANGE FUND	BANK OF THE WES	164.00
1900	PROP C	BANK OF THE WES	1,895,325.10

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
APRIL 30, 2021

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WES	65,392.85
2820	HOUSING AUTHORITY	BANK OF THE WES	1,024,989.84
1001	EMERGENCY MEDICAL SERVI	BANK OF THE WES	199,863.19
1061	COPS GRANT WEED AND SEE	BANK OF THE WES	3,997.51
1001	COC PARKING VIOLATIONS	BANK OF THE WES	500,817.00
5000	COC UTILITIES BILLINGS	BANK OF THE WES	6,949,669.82

CITY OF COMPTON
Portfolio Management
Portfolio Summary
May 31, 2021

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	102,146,552.11	102,146,552.11	102,146,552.11	99.87	1	1	0.434	0.440
Passbook/Checking Accounts -2	135,854.50	135,854.50	135,854.50	0.13	1	1	0.010	0.010
Investments	**102,282,406.61**	**102,282,406.61**	**102,282,406.61**	**100.00%**	**1**	**1**	**0.433**	**0.439**

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	38,173.17	573,709.80
Average Daily Balance	**102,282,405.50**	**102,256,984.38**
Effective Rate of Return	**0.44%**	**0.61%**

Under the City Charter section 701 City Treasurer, The Treasurer shall be the custodian of all public funds belonging to or under the control of the City, or any office, department, or agency thereof. Section 701(d) Prepare and Submit to the CITY CONTROLLER (the CHIEF FINANCIAL OFFICER/OFFICE of COMPTON) monthly written reports of all receipts, disbursements, and fund balances, copies of which shall be filed with the City Manager.

This report reflects all pooled investments, and it is in conformity with the investment policy adopted by the City Council (Gov Code 53646(b) (3)). The monthly investment report must state the ability of the Agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The City's investment program and future revenue are uncertain as to sufficient cash to meet six months of estimated expenditures due to the COVID-19 PANDEMIC worldwide. The uncertainty of cities to collect revenue is due to the COVID-19 cases. As of this report, the Governor is going to fully open the State of California from the COVID-19 restrictions, there will be some limited restriction on mask wearing.

As of May 31, 2021, the 11th month of the Fiscal Year 2020/2021, the City had a total in the General City bank account plus LAIF account of $65.4 million. At the time of this reporting period, the City had approximately $2.5 million in large outstanding warrants payable to vendors. On December 20, 2020, the City received its tax revenue of $12.4 million. On January 4, 2021, the Successor Agency received its property tax revenue called ROPS of $8.4 million. Also, on January 20, the City received more property tax, in lieu of DMV fees, of $9.5 million. The April property tax revenue to the city was $10.1 million in addition, on May 20, the City received the other portion of property tax in lieu of DMV fees of $10 million. The City's PERS balance is $47.2 million as of the date of this reporting period.

The Federal Reserve Bank has reduced interest rates to 0% or near zero due to the COVID-19 Pandemic and the effects on the economy and jobs. As of this report, the Federal Reserve Bank Committee, FOMC stated that they would keep interest rates the same. Congress has passed the American Rescue Plan Act of 2021, a $2.1 trillion economic stimulus bill. The City of Compton is estimated to receive over $37 million from the plan.

Interest revenue for the fiscal year 2020/2021 will be low due to Federal Reserve Bank (known as THE FED) keeping the interest rate at zero or near zero. The City's monthly payment to the Sheriff's Department is approximately $1.9 million. The employee's payroll is over $2 million a month, plus other major expenditures. There has been some reduction in payroll costs due to layoffs earlier in the fiscal year. The City completed a $37.7 million bond transaction from the revenue of sales tax from MTA, only using 50% or less of that revenue for the payment of the bonds. The funds will be allocated for major work on City streets.

ASSUMPTIONS

The investment report represents a specific snapshot in time and it is compared to other market performers during that same period but not limited to the Local Agency Investment Fund (State of California) and other Treasury term rates. The City uses SymPro portfolio management software for investment calculation results.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA. Local Agency Investment Fund (LAIF) Pool rates have been trending lower over the last few months. The City continues to monitor the daily LAIF rates.

Treasury Rates as of 5/28/2021

3 month T-Bill @ 0.0020%
6 month T-Bill @ 0.0020%
1 year T-Bill @ 0.0320%

DOUGLAS SANDERS, CITY TREASURER

6/7/2021

THE End.

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
May 31, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
6000	6000	General City			29,408,537.05	29,408,537.05	29,408,537.05	0.440	0.434	0.440	1	
6007	6007	Successor Agency Gen			31,200,154.64	31,200,154.64	31,200,154.64	0.440	0.434	0.440	1	
1203	1205	SA Low Cost Housing			6,030,527.01	6,030,527.01	6,030,527.01	0.440	0.434	0.440	1	
6029	6029	Measure R			1,919,162.84	1,919,162.84	1,919,162.84	0.440	0.434	0.440	1	
SYS10128	10128	Measur M			1,006,020.39	1,006,020.39	1,006,020.39	0.440	0.434	0.440	1	
6019	6019	EDA Revolving Loan			73,261.90	73,261.90	73,261.90	0.440	0.434	0.440	1	
6002	6002	Prop C			1,630,843.58	1,630,843.58	1,630,843.58	0.440	0.434	0.440	1	
6030	6030	PROP A			3,204,435.49	3,204,435.49	3,204,435.49	0.440	0.434	0.440	1	
2100	6021	PERS			26,765,609.80	26,765,609.80	26,765,609.80	0.440	0.434	0.440	1	
6027	6027	River Mountain Conservancy			12,704.33	12,704.33	12,704.33	0.440	0.434	0.440	1	
6003	6003	Sewer Bond Proceeds			895,295.08	895,295.08	895,295.08	0.440	0.434	0.440	1	
		Subtotal and Average	**102,146,552.11**		**102,146,552.11**	**102,146,552.11**	**102,146,552.11**		**0.434**	**0.440**	**1**	
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			135,854.50	135,854.50	135,854.50	0.010	0.010	0.010	1	
		Subtotal and Average	**135,853.39**		**135,854.50**	**135,854.50**	**135,854.50**		**0.010**	**0.010**	**1**	
		Total and Average	**102,282,405.50**		**102,282,406.61**	**102,282,406.61**	**102,282,406.61**		**0.433**	**0.439**	**1**	

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
MAY 31, 2021

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1000	PAYROLL	WELLS FARGO BAI	3,448,857.10
1001	GENERAL CITY ACCOUNT	BANK OF THE WES	27,068,688.46
1520	MEASURE R	BANK OF THE WES	1,203,226.13
2000	PROP A	BANK OF THE WES	1,803,712.40
4000	SA GENERAL	BANK OF THE WES	38,682.07
1203	SA LOW COST HOUSING	BANK OF THE WES	699,180.44
2100	PERS	BANK OF THE WES	20,478,425.13
1528	MEASURE M	BANK OF THE WES	719,328.43
2820	FAMILY SELF SUFFICIENCY	BANK OF THE WES	135,854.50
2754-84-8	JTPA - CAREERLINK	BANK OF THE WES	592,715.57
2805	HOME LOAN PROGRAM	BANK OF THE WES	1,620,062.28
2818	SECTION 108 - HUD FUND	BANK OF THE WES	2,362,804.67
5116	BOND SEWER CONSTRUCTIO	BANK OF THE WES	8,328.40
6400	LIABILITY	BANK OF THE WES	153,626.34
1001	COC - CHANGE FUND	BANK OF THE WES	691.00
1900	PROP C	BANK OF THE WES	1,895,325.10

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
MAY 31, 2021

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WES	106,960.22
2820	HOUSING AUTHORITY	BANK OF THE WES	846,318.52
1001	EMERGENCY MEDICAL SERVI	BANK OF THE WES	199,873.19
1061	COPS GRANT WEED AND SEE	BANK OF THE WES	3,997.54
1001	COC PARKING VIOLATIONS	BANK OF THE WES	822,824.82
5000	COC UTILITIES BILLINGS	BANK OF THE WES	7,544,122.43

June 22, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 369 TO PROVIDE MEDI-CAL SERVICES TO PERSONS EXPERIENCING HOMELESSNESS.

SUMMARY

Councilperson Michelle Chambers has requested Council support of Assembly Bill 369 (hereinafter referred to as "AB 369"). AB 369 also known as the Street Medicine Act, Bringing Care to the Street was introduced on February 1, 2021 by then California Assemblymember Sydney Kamlager. AB 369 increases access to health and social services for people experiencing homelessness by allowing for care to be provided outside the walls of a traditional medical clinic, including through street medicine, shelter-based care, and within transitional housing.

The proposed legislation would amend Section 15926 of the Welfare and Institutions Code; add Sections 14011.67, 14133.55, 14133.56, 14133.57, and 14301.12 to the Welfare and Institutions Code.

BACKGROUND

Finding constructive alternatives and solutions for the homeless population remains a top priority for the State of California as the lack of affordable housing compounded with the cost of living have contributed to a homeless crisis in cities across California. The COVID-19 global pandemic exacerbated the national crisis as the number of individuals experiencing homelessness increased. According to the 2020 Annual Homeless Assessment Report prepared by the US Department of Housing and Urban Development, California has the largest population (28% or 161,548) of persons experiencing homelessness in the United States.[1] The Point In Time Count conducted by the Los Angeles Homeless Services Authority (LAHSA) calculated that the City of Compton's homeless count totaled 652 persons on any given night.[2]

People who are homeless have higher rates of illness and die on average 12 years sooner than the general US population. Chronic health conditions such as high blood pressure, diabetes, and asthma become worse because there is no safe place to store medications properly, placing people experiencing homelessness at higher risk of serious illness from COVID-19.[3]

STATEMENT OF THE ISSUE

Currently, as administered by the State Department of Health Care Services, the Medi-Cal program provides qualified low income individuals to receive health care services. Existing law also

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[1] Henry et al. (2021). The 2020 Annual Homeless Assessment Report (AHAR) to Congress. Part 1: Point-in-Time Estimates of Homelessness. Retrieved from: https://www.huduser.gov/portal/sites/default/files/pdf/2020-AHAR-Part-1.pdf

[2] Los Angeles Homeless Services Authority. (2021). Homelessness Statistics By City. Retrieved from: https://www.lahsa.org/documents?id=5201-homelessness-statistics-by-city.pdf

[3] Homelessness and Health: What's the Connection, National Health Care for the Homeless Council (NHCHC), February 2019. Retrieved from: https://nhchc.org/wp-content/uploads/2019/08/homelessness-and-health.pdf.

authorizes a qualified hospital to make presumptive eligibility determinations if it complies with specified requirements. AB 369 would extend Medi-Cal presumptive eligibility to persons experiencing homelessness under which a person would receive full-scope Medi-Cal benefits without a share of cost.

Existing law authorizes the department, on a regional pilot project basis, to issue an identification card to a person who is eligible for Medi-Cal program benefits, but does not possess a valid California driver's license or identification card issued by the Department of Motor Vehicles. AB 369 would require the Department of Health Care Services to authorize an enrolled Medi-Cal provider to issue a temporary Medi-Cal benefits identification card to a person experiencing homelessness, and would prohibit the Department of Health Care Services from requiring a person experiencing homelessness to present a valid California driver's license or identification card issued by the Department of Motor Vehicles to receive Medi-Cal services if the provider verifies the person's eligibility through alternate means.

AB 369 would also allow persons experiencing homelessness to receive Medi-Cal services and referrals from all licensed primary care providers regardless of empanelment and would also allow persons experiencing homelessness to receive comprehensive Medi-Cal benefits outside the walls of a traditional medical setting.

AB 369 is supported by housing advocates, patient advocates and substance use treatment providers, who argue this bill will increase access to health and social services for persons experiencing homelessness. Supporters include the American Academy of Pediatrics, CA; American Federation of State, County and Municipal Employees; the California Association of Alcohol and Drug Program Executives; California Hospital Association; City and County of San Francisco; Disability Rights California, Mayor Eric Garcetti of Los Angeles; County of Los Angeles; Keck Medicine of USC; National Alliance to End Homelessness; National Health Care for the Homeless Council; Street Medicine Institute.

FISCAL IMPACT

There is no financial impact resulting from adoption of this Resolution.

RECOMMENDATION

Staff recommends that City Council support Assembly Bill 369.

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 369 TO PROVIDE MEDI-CAL SERVICES TO PERSONS EXPERIENCING HOMELESSNESS

WHEREAS, Assembly Bill 369 ("AB 369"), Medi-Cal Services for Persons Experiencing Homelessness was introduced by then California Assemblymember Sydney Kamlager on February 1, 2021; and

WHEREAS, finding constructive alternatives and solutions for the homeless population remains a top priority for the State of California as the lack of affordable housing compounded with the cost of living have contributed to a homeless crisis in cities across California; and

WHEREAS, California has the largest population (28% or 161,548) of persons experiencing homelessness in the United States; and

WHEREAS, the 2020 Point In Time Count conducted by the Los Angeles Homeless Services Authority (LAHSA) calculated that the City of Compton's homeless count totaled approximately 652 persons on any given night; and

WHEREAS, people who are homeless have higher rates of illness and die on average 12 years sooner than the general US population; and

WHEREAS, chronic health conditions such as high blood pressure, diabetes, and asthma become worse because there is no safe place to store medications properly, placing people experiencing homelessness at higher risk of serious illness from COVID-19; and

WHEREAS, as administered by the California State Department of Health Care Services, the Medi-Cal program provides qualified low income individuals to receive health care services; and

WHEREAS, AB 369 would extend Medi-Cal presumptive eligibility to persons experiencing homelessness under which a person would receive full-scope Medi-Cal benefits without a share of cost; and

WHEREAS, AB 369 increases access to health and social services for people experiencing homelessness by allowing for care to be provided outside the walls of a traditional medical clinic, including through street medicine, shelter-based care, and within transitional housing; and

WHEREAS, the proposed legislation would amend Section 15926 of the Welfare and Institutions Code; add Sections 14011.67, 14133.55, 14133.56, 14133.57, and 14301.12 to the Welfare and Institutions Code.

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

Section 1. That the City of Compton supports the adoption of California Assembly Bill (AB) 369 because it would greatly expand access to healthcare among people experiencing homelessness and provide them with necessary healthcare.

Section 2. That the City Council encourages its businesses and citizens to communicate its support of AB 369 to the Governor and our State's legislature.

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

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

June 22, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT A CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) TYPE VI FIRE ENGINE

SUMMARY

The adoption of the attached Resolution will authorize the City Manager to accept a California office of Emergency Services (Cal OES) Type VI Fire Engine.

BACKGROUND

The State of California Governor's Office of Emergency Services has responsibility for administering the California Fire Service and Rescue Emergency Mutual Aid Plan. This plan, in which the City of Compton participates, provides for emergency resources to be shared throughout the state during major emergencies that exceed the capability of a local jurisdiction to mitigate on their own. This includes emergencies such as major earthquakes, wildfires, and floods.

As part of the statewide mutual aid system, Cal OES has purchased fire apparatus and equipment for responding to incidents in furtherance of the California Fire and Rescue Mutual Aid Plan. These fire apparatuses are assigned, through agreement, to fire departments throughout the state to be staged for Cal OES purposes and for use by local jurisdictions. Due to reputation of the Compton Fire Department both locally and at the State level, the Compton Fire Department was chosen to receive one of the Type VI engines in Los Angeles County.

Cal OES recently purchased new Type VI engines that will be strategically located throughout the State. Neighboring Fire Departments that currently participate in this program include the Cities of Anaheim, La Habra Heights, Long Beach, Sierra Madre, West Covina, Glendale, and others throughout the region.

In accepting responsibility for the Cal OES fire engine, the Department will be responsible to staff and respond with the engine to support statewide emergencies. Responding to these statewide emergencies will also provide valuable experience for the City's firefighters. Reimbursement for personnel costs associated with staffing and responding with the fire engine would be provided by the State.

The City also would gain the benefit of having the ability to place the fire engine into service if needed due to an emergency, or as a result of multiple City fire engines being out of service. The Type VI Engine can maneuver into smaller places and adding this

engine would increase the Department's capability. The apparatus cannot be used as a "frontline" engine but can be used as a backup if an apparatus is out of service.

FISCAL IMPACT

Staff anticipates minimal costs related to maintenance and personnel. The State is responsible for all maintenance over $100 in value while repairs with a cost under $100 would be the responsibility of the City. Staff will have to travel to the Cal OES Fire and Rescue Fleet Services Division located in Sacramento to pick up the engine and the Fire Department is responsible for the travel expenses. The majority of other costs related to personnel response for statewide mutual aid will be reimbursed by the State.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution to accept the Cal OES Type VI fire engine and authorize the City Manager, on behalf of the City of Compton, to sign and execute the Agreement for Temporary Transfer of Vehicular Equipment covering the transfer of a Cal OES Fire Engine to the Compton Fire Department.

RONERICK SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT A CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) TYPE VI FIRE ENGINE

WHEREAS, the City of Compton Fire Department seeks to accept a California Office of Emergency Services (CAL OES) Type VI Fire Engine; and

WHEREAS, the Governor's Office of Emergency Services has a responsibility for administering the California Fire Service and Rescue Mutual Aid Plan; and

WHEREAS, this plan provides for emergency resources to be shared throughout the state during major emergencies such as major earthquakes, wildfires, and floods; and

WHEREAS, Cal OES recently purchased new Type VI engines that will be strategically located throughout the state where neighboring Fire Departments that currently participate in this program will be assigned these fire apparatuses; and

WHEREAS, the City of Compton participates, provides for emergency resources to be shared throughout the state during major emergencies that exceed the capability of a local jurisdiction to mitigate on their own; and

WHEREAS, in accepting responsibility for the Cal OES fire engine, the Department will be responsible to staff and respond with the engine to support statewide emergencies; and

WHEREAS, reimbursement for personnel costs associated with staffing and responding with the fire engine would be provided by the State; and

WHEREAS, the City would benefit of having the ability to place the fire engine into service if needed due to an emergency, or City fire engines being out of service; and

WHEREAS, the State is responsible for all maintenance and repairs over One Hundred Dollars ($100) in value; and

WHEREAS, Fire personnel will have to travel to the Cal OES Fire and Rescue Fleet Services Division located in Sacramento to pick up the engine at the City's expense.

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

Section 1. That the City Manager, on behalf of the City of Compton, is hereby authorized to accept a California Office of Emergency Services (CAL OES) Type VI Fire Engine.

Section 2. That the City Manager, on behalf of the City of Compton, is hereby authorized to sign and execute the Agreement for Temporary Transfer of Vehicular Equipment-Type VI Fire Engine.

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

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

AGREEMENT FOR TEMPORARY TRANSFER OF VEHICULAR EQUIPMENT-TYPE VI FIRE ENGINE

THIS AGREEMENT, entered into this May 7, 2021, by and between the **STATE OF CALIFORNIA** acting by and between its duly appointed, qualified Director of the Governor's Office of Emergency Services (Cal OES), hereinafter called the **"STATE,"** and the **CITY OF COMPTON**, hereinafter called **"TRANSFEREE."**

W I T N E S S E T H:

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. The **STATE** hereby transfers possession to **TRANSFEREE** and **TRANSFEREE** hereby accepts possession from **STATE** of the fire engine and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing May 17, 2021 through May 17, 2031, for the following all-hazard events, emergency incidents, civil defense, and disaster purposes, namely:

   Mutual aid, multiple alarm events and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, parades and displays, training of regular, volunteer and auxiliary firefighters and temporary standby for assignee's regular fire engine and the regular fire engines of other fire departments while out of service for repairs.

   a. Vehicle Description: 2020 HME/Ahrens-Fox Type 6 Wildland Fire Engine
   Vehicle Designation: 1612
   Vehicle License Number: 1606262
   Vehicle Identification Number: 1FD0W5HT4LED22993
   Value of Vehicle: $215,599.00
   Value of Hose and Appliances: $41,826.00

   b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **STATE** and **TRANSFEREE** be changed during the term of this agreement, utilizing property accountability procedures established or approved by the **STATE**.

A. Transfer of Possession

The following outlines the steps required to complete the transfer of the fire engine from the **STATE** to the **TRANSFEREE**:

a. The **STATE** shall send two copies of the Agreement for Temporary Transfer to the **TRANSFEREE** for signatures.
b. The **TRANSFEREE** shall obtain the necessary signatures from the Fire Chief.
c. The **TRANSFEREE** shall send the completed Agreement for Temporary Transfer forms back to the **STATE**.
d. The **STATE** shall then contact the **TRANSFEREE** to schedule a date for the transfer to take place.
e. The **TRANSFEREE** shall travel to the Cal OES Fire and Rescue Fleet Services

Division, located at:
3791 Bradview Drive
Sacramento, California 95827

f. **TRANSFEREE** shall be responsible for all travel expenses (to and from) including, vehicle, fuel, food, and lodging.
g. The **STATE** shall provide the **TRANSFEREE** with a comprehensive training session specific to the operation and maintenance of the fire engine.
h. **TRANSFEREE** shall notify the **STATE** and the appropriate CAL OES Fire and Rescue Region Assistance Chief(s), Operational Area and Region Dispatch centers of the fire engine assignment and entering the fire engine information into the resource ordering system of record.

The following outlines the steps required to complete the return of the fire engine from the **TRANSFEREE** to the **STATE:**

a. This section does not apply to the return of the fire engine from the **TRANSFEREE** to the **STATE** when a new or replacement fire engine is assigned by the **STATE** to the **TRANSFEREE**.
b. The **TRANSFEREE** shall notify the **STATE** of the intent to return the fire engine to the **STATE**.
c. The **STATE** shall coordinate a pre-inspection to be performed on the fire engine to determine the condition of the fire engine and equipment inventory of equipment. This pre-inspection shall be performed by the Cal OES Fire and Region Division Assistance Chief.
d. The **TRANSFEREE** shall return the fire engine to the Cal OES Fire and Rescue Fleet Services Division, located at:
3791 Bradview Drive
Sacramento, California 95827
e. **TRANSFEREE** shall be responsible for all travel expenses (to and from) including, vehicle, fuel, food, and lodging.
f. The **STATE** shall preform a final inspection on the fire engine and the equipment inventory.

B. Housing, Maintenance, Repair and Replacement

During the term of this transfer, **TRANSFEREE** agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair (consistent with section 2 b.) said fire engine and equipment (hereinafter collectively referred to as the "fire engine" except where it is desired to refer to equipment alone, in which case the term "equipment" will be used) at its sole cost and expense, save as otherwise expressly provided in this agreement. Fire engine shall be housed on property of the **TRANSFEREE** in a manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. Fire engine shall be maintained in accordance with manufacturer's recommendations, and in such condition that it is available for immediate emergency use**.** Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission,

differential and all running gears, brake and exhaust systems, cooling devices including radiator, pump packing, equipment assigned to apparatus and so forth.

a. Repairs up to and including $100.00 for each individual item of repair shall be the responsibility of **TRANSFEREE.**

b. Repairs exceeding $100.00 for each individual item of repair shall be the responsibility of **STATE**; however, a $100.00 deductible shall apply, unless in the judgment of the **STATE** the repairs results from misuse or negligence on the part of **TRANSFEREE** in the maintenance or use of the fire engine, in which event the cost of each such item of repair above $100.00 shall also be the responsibility of **TRANSFEREE.** In no event shall **TRANSFEREE** arrange for repairs costing above $100.00 for any item of repair, whether it deems the same to be the responsibility of **STATE** or **TRANSFEREE,** without first obtaining authorization in writing from **STATE**.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **STATE**, save to the extent **STATE** deems damage thereto to be the result of negligence or misuse on the part of **TRANSFEREE,** in which event **TRANSFEREE** will bear such portion of the replacement cost thereof as the **STATE** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained by **STATE** prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to Cal OES, Fire and Rescue Division Operations Bulletin # 18, which is here by incorporated into this agreement by reference.

e. Repair or replacement of the fire engine transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **STATE** has dispatched or directed the dispatch of said apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **STATE** has reassigned said apparatus pursuant to the provisions of paragraph 10 of this agreement, shall be the responsibility of **STATE** However**,** in the event that any such loss or damage is due to the negligence of **TRANSFEREE,** under such circumstances, **TRANSFEREE** shall be liable therefore to the extent that the **STATE** deems equitable. **TRANSFEREE** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been consumed, lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

3. Inspection of Apparatus

TRANSFEREE agrees that representatives of **STATE** and other authorized State personnel may inspect the fire engine at any time, with or without advance notice.

4. Staffing

Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said fire engine. The **TRANSFEREE** shall provide personnel to staff the transferred fire engine per FIRESCOPE ICS standards with the expectation of staffing with three trained fire personnel for out of operational area assignments.

Per the California Fire Assistance Agreement, personnel under this Agreement are expected to be available for a minimum of seven (7) days (elapsed time) excluding travel, before needing replacement, regardless of the number of assignments from original dispatch. When local government personnel, staffing the fire engine, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by **STATE**.

5. Personal Protective Equipment (PPE) and Specialized Equipment

In addition to providing the standard complement of firefighting PPE, it shall be the **TRANSFEREE'S** responsibility to provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and 8 CA ADC § 3401 et seq. This shall include, but not be limited to, one Traffic Vest (ANSI / ISEA 207) for each seating position. In addition, we recommend chainsaw chaps be provided.

6. Training

Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) (January 2014 version) or NWCG 310-1 (October 2020 version). Personnel staffing **STATE** Type VI Fire Engines shall include the following qualifications: Company Officer (Engine Boss/ENGB), Apparatus Operator (engineer), and Firefighter (FFT1 or FFT2). **TRANSFEREE** agrees to participate in an off-road train-the-trainer course and to adopt an off-road training program for their respective agencies.

7. Dispatching

All movement of the fire engine shall be handled through the official dispatching channels of **TRANSFEREE. TRANSFEREE** dispatchers will recognize and act on all official requests for movement of the fire engine in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **STATE** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the said apparatus and equipment whenever, in the opinion of the Director of the Governor's Office of Emergency Services, their representatives, or Operational Area and Regional Fire

and Rescue Coordinators, such equipment and apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the **STATE**.

8. Mutual Aid Response

Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

9. Reimbursable Response

Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, the Emergency Management Assistance Compact, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

10. Temporary Use

TRANSFEREE shall be permitted to use the fire engine for temporary cover of fire stations when emergency conditions warrant, or when regular fire engine is out of service for repairs. In either case, the **TRANSFEREE** shall immediately notify the Operational Area Dispatch Center. The **TRANSFEREE** further agrees that Cover-in or Standby of the fire engine exceeding 90 days is at the discretion of the **STATE.**

11. Temporary Transfer

a. A transfer of the fire engine or any portion thereof by **TRANSFEREE** for any period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire and Rescue Coordinator and the **STATE**, providing that at the time such fire engine is received, such Temporary Transferee furnish **TRANSFEREE** and **STATE** a letter to the effect that Temporary Transferee assumes all obligations and criteria of **TRANSFEREE** with respect to such fire engine under this agreement during the period of transfer, including insurance coverage in accordance with Paragraph 13 or 14, as appropriate, and a copy of this Agreement is provided to the Temporary Transferee. Any transfer by **TRANSFEREE** for a period of more than seven consecutive days shall be subject to authorization by the **STATE** and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment", with the agency requesting the transfer.

b. Whenever fire engine is transferred in accordance with the provisions of paragraph 11.a, regular **TRANSFEREE** shall be relieved of its obligations under this agreement during such period of transfer.

c. Complete a written Temporary Cal OES Fire Engine Transfer Record, Exhibit "B". The **TRANSFEREE** will retain one copy, the Temporary Transferee will retain one copy, and one copy will be forwarded to the **STATE**.

12. Reports and Records

TRANSFEREE shall maintain daily and monthly reports on the details of fire engine Use on OES F-101 Form. A Smoke Opacity Test, Pump Test, and Hose Test, and Ladder Test shall be completed annually. Written results of all tests and reports shall be forwarded to the **STATE**, by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

13. Report of Accidents

TRANSFEREE shall immediately notify **STATE** following any and all accidents involving this fire engine. It shall be the responsibility of **TRANSFEREE** to fill out State Form 270, "Report of Automobile Accident," and file the report with the **STATE**. A copy of this report shall be retained by the **TRANSFEREE** and the original and four copies forwarded to the **STATE**.

14. Insurance Protection (Non- State Agencies)

a. **TRANSFEREE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFEREE** and the **STATE** for liability and/or property damage with a combined single limit of 1,000,000.00 per occurrence, by means of a Certificate of Insurance naming State of California as Additional Insured. Said certificate shall contain an agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the **STATE** and that the **STATE** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the fire engine including VIN, state license number and fire engine number.

b. In the event the **TRANSFEREE** is self-insured, **TRANSFEREE** in lieu of a certificate of insurance shall furnish the **STATE** a written statement of such fact. In such event **TRANSFEREE** agrees to hold the **STATE** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the fire engine under the terms of this agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The **STATE** will be named as a loss payee. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

15. Insurance Protection (State Agencies)

Any insurance necessary for coverage of the fire engine shall be the sole

responsibility of the department having custody of the vehicle. **TRANSFEREE** agrees to report apparatus as being under its control to the Insurance Officer, Department of General Services.

16. Termination of Agreement

a. Either party may terminate this agreement upon 14 days written notice to other party, or **TRANSFEREE** may relinquish or **STATE** may repossess any portion of the fire engine upon like notice to the other party, except that **STATE** may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this agreement.

b. Upon the termination of this agreement, **TRANSFEREE** agrees to return said fire engine in the same condition as received, reasonable wear and tear excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **STATE** or replaced by **TRANSFEREE**, it is mutually agreed that no amendment to this agreement need be made at the time of the change; provided however, at the termination of this agreement a complete reconciliation of all equipment will be made. **TRANSFEREE** further agrees that all replacements for fire engine or equipment will be made with identical or substantially like items as approved by the **STATE**.

d. Nothing in this agreement shall be construed to create a new property interest or right of action for the **TRANSFEREE**.

17. Unauthorized Use of **STATE** Fire Engine and Equipment

Use of this fire engine other than as specified in paragraph 1 will be considered a breach of this agreement.

18. Use of Radio Equipment

a. **STATE** will furnish at **STATE's** sole cost, radio equipment installed in the fire engine to be operated on the current approved State radio load.

b. **STATE** agrees to maintain said radio equipment without cost to **TRANSFEREE**.

c. The **TRANSFEREE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

d. Ownership of said equipment is in the **STATE**, and all applications to the Federal Communications Commission seeking authority to add, modify or replace radio equipment covered by this agreement shall be made by and in the name of the State of California. To activate this agreement and in

compliance with the control requirements of the Communications Act of 1934, as amended, the **STATE** hereby deputizes the Chief of the agency of said **TRANSFEREE**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in paragraph "c" above.

e. **STATE** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the performance of this agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

19. Notices

All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **TRANSFEREE** at Compton Fire Department 201 S Acacia Ave. Compton, Ca. 90220 and to the **STATE** at Governor's Office of Emergency Services, Fire and Rescue Division, 3650 Schriever Avenue, Mather, CA 95655. The address to which notices shall or may be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

20. Alterations and Variations

It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

21. Waivers

The **STATE** may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this agreement that fire engine and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific fire engine or equipment to which it refers. No failure to enforce any provision of this Agreement shall be construed as a waiver of the provision. Any waiver, in order to be effective, must be in writing and shall only be effective for the instance specified in the writing.

IN WITNESS WHEREOF the parties hereto have executed this agreement upon the date first above written.

TRANSFEREE:

Compton Fire Department

*By:*_____
Craig Cornwell, City Manager

STATE OF CALIFORNIA:

Mark S. Ghilarducci
Director
Governor's Office of Emergency Services

*By:*_____
Brian S. Marshall
State Fire and Rescue Chief

EXHIBIT "A"
EQUIPMENT INVENTORY: Type VI Fire Engine

QUAN	DESCRIPTION	OES NUMBER	SERIAL NUMBER
	FIRE HOSE		
3	1 ½" NH X 50', Structural Hose		
1	1 ½" NH X 35', Structural Hose		
1	1 ½" NH X 35', Wildland Hose		
1	3" NH X 15' Soft Suction Hose		
8	3" NH X 50 Structural Hose		
3	1 ½" NH X 100', Wildland Hose		
3	1" NPSH X 100', Wildland Hose		
3	5/8" GHT X 100', Wildland Hose		
	HOSE REEL FIRE HOSE		
2	¾" NPSHX 50', Hose Reel		
	SUCTION HOSE		
2	3" NH X 9', Suction Hose		
1	1 ½" NH X 8, Suction Hose		
	NOZZLES		
1	1 ½" NH Nozzle Structural, 30-125 GPM, Pistol Grip		
1	1 ½" NH Nozzle, Structural, 30-125 GPM, Break-Apart		
2	1 ½" NH Nozzle, Wildland, 20-60 GPM		
1	1" NPSH Foam Nozzle, Pistol Grip		
1	¾" GHT Nozzle, Wildland		
4	1" NPSH Nozzle, Wildland, 10-23 GPM		
1	1 ½" NH Nozzle, Wildland w/ Foam Nozzle Attached		
	ADAPTERS AND FITTINGS		
1	2 ½" NH Double Male		
1	2 ½" NH Double Female		
1	2 ½" NH-F X 1 ½" NH-M Reducer		
1	1 ½" NH Double Male		
2	1 ½" NH Double Female		
1	1" NPSH Double Male		
1	1" NPSH Double Female		
1	1 ½" NH-F X 1" NH-M Reducer		
2	1 ½" NH-F X 1" NPSH-M Reducer		
3	1" NPSH-F X ¾" GHT-M Reducer		
1	1 ½" NH-F X 2 ½" NH-M Increaser		
1	¾" GHT-F X 1" NSPH-M Increaser		
1	1" NPSF-F X 1 ½" NH-M Increaser		
1	3" NH-F X 2 ½" NH-F Adapter		
1	1 ½" NPSH-F X 1 ½" NH-M Adapter		
1	1 ½" NH-F X 1 ½" NPSH-M Adapter		
1	1" NH-F X 1" NPSH-M Reducer		
1	1 ½" NH-F X 1 ½" NH-M In-Line Shut-Off		
1	1" NPSH-F X 1" NPSH-M In-Line Shut-Off		
5	¾" GHT-F X ¾" GHT-M In-Line Shut-Off		
	HOSE APPLIANCES		
1	2 ½" NH-F X 1 ½" NH-F X 1 ½" NH-F Gated Wye		
2	1 ½" NH-F X 1 ½" NH-M X 1 ½" NH-M Gated Wye		

1	1" NPSH-F X 1" NPSH-M X 1" NPSH-M Gated Wye		
1	¾" GHT-F X ¾" GHT-M X ¾" GHT-M Gated Wye		
3	1 ½" NH-F X 1 ½" NH-M X 1" NPSH-M Tee		
3	1" NPSH-F X 1" NPSH-M X 1" NPSH-M Tee		
1	3" NH Suction Hose Strainer		
1	1 ½" NH Strainer/Foot Valve		
1	1 ½" NH Floating Strainer		
LADDERS			
1	Little Giant Ladder, 20'		
HAND TOOLS			
1	Pick-Head Axe, 6 LB, 36" Handle		
1	Flat-Head Axe, 6 LB, 36" Handle		
1	Pike Pole, 6'		
1	Rubbish Hook, 6'		
2	Forest Fire Shovel		
1	McLeod		
1	Pulaski		
1	Fire Rake		
1	Council Combination Tool		
2	Hay Hooks		
1	Pipe Wrench, 24"		
1	Bolt Cutters, 24"		
1	Fence Pliers		
HOSE ACCESSORIES			
2	Forestry Spanner Wrench, Combination		
1	Dead-Blow Hammer, 2 LB		
1	Hydrant Wrench		
2	Spanner Wrench		
1	Foam Can Wrench		
1	Hose Roller		
2	Wildland Hose Clamp		
PORTABLE PUMP			
1	Portable Pump, 119 GPM, 64 PSI		
2	2" NPT-F X 1 ½" NH-M Adapter		
1	Fuel Can, 2 ½ Gallon, Regular Fuel		
BACKPACK PUMP			
1	Backpack Pump, 5 Gallon		
DRIP TORCH			
1	Drip Torch		
TRUCK EQUIPMENT			
2	Chock Blocks		
1	Triangle Warning Reflectors		
1	Electronic Road Flare Kit		
1	Traffic Cones, Collapsible Kit,		
1	Jack, 8-Ton		
1	Tow Chain, 25' X 3/8", 6,660 LB Working Load		
CHAIN SAW			
1	Chain Saw, 24" Bar, Standard Chain		
1	Spark Plug, Spare		
1	Air Filter, Spare		
1	Bar, 24", Spare		

1	Bar Oil, 1 Gallon		
1	Chain Saw Tool Kit		
FIRE EXTINGUISHERS			
1	30 LB BC Fire Extinguisher		
1	5 LB ABC Fire Extinguisher		
EXTRICATION EQUIPMENT			
1	Spreader, eDRAULIC		
1	Cutter, eDRAULIC		
1	Ram, eDRAULIC		
	Rechargeable Battery		
1	Battery Charger, Multi-Bank		
MEDICAL EQUIPMENT			
1	Trauma Kit		
1	Burn Kit		
ROPE			
1	Utility Rope, ½" X 100'		
1	Rope Bag		
G.P.S.			
1	Garmin		

EXHIBIT "B"
RADIO INVENTORY: Type VI Fire Engine

QUAN	DESCRIPTION	OES NUMBER	SERIAL NUMBER
	MOBILE RADIOS		
1	Mobile Radio, Bendix-King, KNG M-150		
	PORTABLE RADIOS		
1	Portable Radio, Bendix-King, KNG P-150		
1	Speaker Microphone		
1	Battery Holder		
1	Carrying Case, Leather		

EXHIBIT "C"
TEMPORARY CAL OES FIRE ENGINE TRANSFER RECORD

NO.	A R T I C L E	OES DECAL	QUANTITY
1.	500 GPM Type IV Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	OES - 1612	1
2.	License No: 1606262		
3.	VIN No: 1FD0W5HT4LED22993		
4.	Engine Number: 1612		
5.	Proof of Insurance:		
6.	Inventory Completed:		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: _____

SIGNATURES:

_____ Date_____
PERMANENT TRANSFEREE

_____ Date_____
TEMPORARY TRANSFEREE

EXHIBIT "D"
INSURANCE REQUIREMENTS

Part of the agreement through which the **STATE** makes a temporary transfer of vehicular equipment is the agreement on the part of the **TRANSFEREE** to furnish certain evidence of insurance. Your organization, as a transferee of equipment, will want to be mindful of these requirements and assure they are complied with.

Liability Insurance

A certificate of insurance shall be furnished to the **STATE** providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY $1,000,000.00 PER OCCURANCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Loss Payee and Additional Insured.

2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the **STATE**.

3. The **STATE** shall not be responsible for premium or assessments.

4. Certificate of Insurance must include the description of the fire engine including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The **STATE** will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Fire Engine

VEHICLE	VALUE
2020 FORD (HME)	$215,599.00

License Number: 1606262
VIN Number: 1FD0W5HT4LED22993
Engine Number: 1612

EQUIPMENT

Hose and Appliance	$41,826.00

EXHIBIT "E"

Original text of letter addressed to the California Fire Service outlining the specifications to be considered for a Type VI fire engine assignment:

As a result of the Governor's Blue-Ribbon Commission of the 2003 Fire Siege, the Governor's Office of Emergency Services, Fire and Rescue Division has purchased seventy-nine Type VI fire engines.

Cal OES, Fire and Rescue Division is notifying agencies that are interested in becoming a transferee of the new Type VI fire engines. These fire engines will be assigned within the Cal OES Regions. Agencies desiring to house and staff these fire engines must meet the following criteria for consideration of transfer. All these items must be addressed in your fire engine request.

Training:

- Personnel responding with the fire engine shall meet wildland fire and ICS training standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1 (Current version) for the following positions;
  - 1 Engine Boss or Company Officer
  - 1 Apparatus Operator (Engineer)
  - 1 Firefighter (Type 1 or 2 Firefighter)
- The department has or will adopt a 4X4 Driver Training Program

Cal OES, Fire and Rescue Division Type VI TRANSFEREE will be expected to meet and accept the following work assignments & staffing:

- Backfire, Burnout, Holding, and Mop-Up
- Progressive Hose Lays, Hose Lays supplemented with portable pumps
- Construct Hand lines
- Mobile Pumping
- Operate in Off-Road Environment
- Meet the expected 7-Day minimum assignment period in compliance with the California Fire Assistance Agreement.
- Meet FIRESCOPE compliant 3-person staffing
- The ability to staff 3-person staffing for out of Operational Area dispatches
- The transfer agreement that transfers the fire engine requires that a fire department staff the fire engine for immediate need with 3 fully trained personnel.
- The department should assess if it has the staffing capability to send the engine out (minimum 3 fire fighters) for 7-14 days (excluding travel time)

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO DUTHIE POWER SERVICES TO PAY OUTSTANDING INVOICES FOR REPAIRS TO THE COMPTON FIRE STATION 1 GENERATOR ($2,532.05)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order to pay outstanding invoices with Duthie Power Services for Two Thousand Five Hundred Thirty-Two Dollars and Five Cents ($2,532.05) for the repairs to the Compton Fire Departments' generator located at Fire Station 1.

BACKGROUND

The Compton Fire Department's ("Department") backup generators are a critical piece of equipment the City owns. Should an emergency arise or a power outage occur, the generators located at each Fire station would allow Fire personnel the ability to still be able to perform their daily functions in servicing the City during emergency calls.

Duthie Power Services ("Duthie") was awarded a contract to purchase and install a new generator at Fire Station #2 and for repairs at Fire Station #1 at a cost of $36,295.67, pursuant to Resolution No. 25,276, adopted by the City Council on June 2, 2020. The work has since been completed.

STATEMENT OF THE ISSUE

Staff inadvertently overfilled the refill reservoir of the generator located at Station 1, which caused the generator to malfunction. Staff has since been trained to properly do routine maintenance of generators.

Duthie corrected the malfunction at the cost of $2,532.05. City Council approval is needed because the City Manager's approval authority of $25,000.00 has been exceeded for this vendor.

FINANCIAL IMPACT

The outstanding balance is Two Thousand Five Hundred Thirty-Two Dollars and Five Cents ($2,532.05). Funds for this expenditure are available in the 2020-2021 Fiscal Year budget in Account No. 1001-690-000-4236.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

**RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO DUTHIE POWER SERVICES TO PAY OUTSTANDING INVOICES FOR REPAIRS TO THE COMPTON FIRE STATION 1 GENERATOR ($2,532.05)

WHEREAS, the Compton Fire Department's ("Department") backup generators are a critical piece of equipment the City owns and should an emergency arise or a power outage occur, the generators located at each Fire station would allow Fire personnel the ability to still be able to perform their daily functions in servicing the City during emergency calls; and

WHEREAS, Duthie Power Services ("Duthie") was awarded a contract to purchase and install a new generator at Fire Station #2 and to perform repairs at Fire Station #1 at a cost of $36,295.67, pursuant to Resolution No. 25,276, adopted by the City Council on June 2, 2020; and

WHEREAS, staff inadvertently overfilled the refill reservoir of the generator located at Station 1, which caused the generator to malfunction; and

WHEREAS, Duthie corrected the malfunction at the cost of $2,532.05; and

WHEREAS, funds for this expenditure are available in the Fire Department's 2020-2021 Fiscal Year Budget.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order a purchase order in the amount of $2,532.05 to Duthie Power Services to pay the outstanding balance for services performed on the generator located at Station 1.

SECTION 2. That the funds for this expenditure are available in the Fire Department's 2020-2021 Fiscal Year budget Account No. 1001-690-000-4236.

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

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2021.

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

June 22, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CITY'S CURRENT AGREEMENT WITH ONSOLVE, LLC TO EXTEND THE TERM FOR A PERIOD OF ONE (1) YEAR FOR AN EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM FOR THE CITY ($22,000)

SUMMARY

The attached Resolution authorizes the City Manager to amend the City's current Notification Services Subscription Agreement ("Agreement") with OnSolve, LLC ("OnSolve") to extend the term for a period of one (1) year for the provision of an emergency telephone mass notification system ("CodeRED") for the City of Compton.

BACKGROUND

The City of Compton has a responsibility to preserve and protect life, property and continuity of government by notifying its citizens, businesses and other stakeholders about disasters and other emergencies that may occur in or near the City.

The City's current emergency telephone mass notification system (Code RED) provides the latest technology and important features for emergency notification to City residents and stakeholders. The CodeRED system also includes the capability for each City Department to contact their respective employees for welfare checks or to call them back into work. CodeRED also has a telephone app for both iPhone and Android, making notifications even more accessible to residents, stakeholders, and City employees.

On April 10, 2018, the City Council adopted Resolution No. 24,760 authorizing the City Manager to enter into a three (3) year Notification Services Subscription Agreement (i.e., July 1, 2018 through June 30, 2021) with OnSolve, LLC to provide emergency telephone mass notification system for the City.

STATEMENT OF THE ISSUE

The current Agreement expires June 30, 2021 and to ensure the City's uninterrupted emergency telephone mass notification system, the Parties desires to amend the current Agreement to extend the term for a period of one (1) year (i.e., July 1, 2021 through June 30, 2022) and to provide additional compensation for the extended renewal term of the Agreement.

The Fire Department staff solicited three (3) quotes/proposals for the provision and maintenance of an emergency telephone mass notification system and received the following quotes:

OnSolve, LLC (1-yr renewal)	$22,000
Motorola Solutions (1-yr proposal)	$22,575
Texvar (1-yr proposal)	$13,670

After reviewing the proposals/bids submitted, staff recommends that awarding an agreement to OnSolve for the CodeRED system will be in the best interest of the City. Texvar submitted an incomplete quote; they did not submit certain features that the other two vendors provided (i.e., software update, notification methods, technical support); plus the setup for implementation would take four weeks after approval leaving the City without any Mass notification system.

Additionally, the renewal contract with OnSolve will allow the City of Compton to apply to the Federal Emergency Management Agency (FEMA) Integrated Public Alert & Warning System (IPAWS) program, which enables access to the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems.

These emergency telephone mass notification systems have been proven to save lives during many different kinds of disasters and emergencies.

FINANCIAL IMPACT

The subscription fees for the cost of the emergency telephone mass notification system will be Twenty-Two Thousand Dollars ($22,000.00) for the renewal one (1) year period. Funds in the amount of Twenty-Two Thousand Dollars will be available in the Fiscal Year 2021-2022 budget in Account Number 1001-690-000-4262 for services rendered.

RECOMMENDATION

Staff is recommending that the City approve the attached Resolution and to amend the current Notification Services Subscription Agreement with OnSolve, LLC to extend the term for a period of one (1) year (i.e., July 1, 2021 through June 30, 2022) and to provide additional compensation in the amount of $22,000.00.

RONERICK SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CITY'S CURRENT AGREEMENT WITH ONSOLVE, LLC TO EXTEND THE TERM FOR A PERIOD OF ONE (1) YEAR FOR AN EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM FOR THE CITY ($22,000)

WHEREAS, the City of Compton has a responsibility to preserve and protect life, property and continuity of government by notifying its citizens, businesses and other stakeholders about disasters and other emergencies that may occur in or near the City; and

WHEREAS, the City presently has an emergency mass notification system (Code RED) which provides the latest technology and important features for emergency notification to City residents and stakeholders;

WHEREAS, on April 10, 2018, the City Council adopted Resolution No. 24,760 authorizing the City Manager to enter into a three (3) year Notification Services Subscription Agreement (i.e., July 1, 2018 through June 30, 2021) with OnSolve, LLC ("OnSolve") to provide emergency telephone mass notification system for the City; and

WHEREAS, the current Agreement expires June 30, 2021 and to ensure the City's uninterrupted emergency telephone mass notification system, the Parties desire to amend the current Agreement to extend the term for a period of one (1) year (i.e., July 1, 2021 through June 30, 2022) and to provide additional compensation for the extended renewal term of the Agreement; and

WHEREAS, the Fire Department staff solicited bids/proposals for the provision and maintenance of an emergency telephone mass notification system for a 1-year period and received the following quotes: OnSolve, LLC ($22,000); Motorola Solutions ($22,575); and Texvar ($13,670); and

WHEREAS, after reviewing the submitted bids/proposals, Staff recommends that awarding the one (1) year agreement to OnSolve for the CodeRED system will be in the best interest of the City, in that their mass notification system (Code RED) provides the latest technology and important features for emergency notification to City residents and stakeholders; includes the capability for each City Department to contact their respective employees for welfare checks or to call them back into work; and has a telephone app for both iPhone and Android, making notifications even more accessible to residents, stakeholders, and City employees; and

WHEREAS, Staff recommends that the City amends the current Agreement with OnSolve, LLC to extend the term for a period of one (1) year (i.e., July 1, 2021 through June 30, 2022) and to provide additional compensation for the extended renewal term of the Agreement; and

WHEREAS, the cost for the renewal contract with OnSolve, LLC for one (1) year will be Twenty-Two Thousand Three Hundred Dollars ($22,000.00) for Fiscal Year 2021-2022; and

WHEREAS, funds in the amount of Twenty-Two Thousand Dollars ($22,000) will be available for this expenditure in the Fire Department Fiscal Year budge in Account No. 1001-690-000-4262.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to amend the current Notification Services Subscription Agreement ("Agreement") with OnSolve, LLC to the extend the term for a period of one (1) year (i.e., July 1, 2021 through June 30, 2022) and to provide additional compensation in the amount of $22,000.00.

SECTION 2. That the City Manager is hereby authorized to establish a purchase order in the amount of Twenty-Two Thousand Dollars ($22,000.00) to OnSolve, LLC for services to be provided in Fiscal Year 2021-2022.

SECTION 3. That funding for this expenditure is available in the Fire Department's Fiscal Year 2021-2022 budget in Account No. 1001-690-000-4262.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

That this 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

FIRST AMENDMENT
TO
NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ONSOLVE, LLC

This **FIRST AMENDMENT** to the Subscription Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"Customer" or "City"**) and **ONSOLVE, LLC** (hereinafter referred to as **"Contractor"** or **"OnSolve, LLC"**).

RECITALS:

WHEREAS, the City of Compton has a responsibility to preserve and protect life, property and continuity of government by notifying its citizens, businesses and other stakeholders about disasters and other emergencies that may occur in or near the City; and

WHEREAS, by Resolution No. 24,760, adopted on the 10th day of April 2018, the City Council authorized the City Manager to enter into a 3-year Notification Services Subscription Agreement, (i.e., July 1, 2018 through June 30, 2021) with OnSolve, LLC to provide emergency telephone mass notification system for the City; and

WHEREAS, the current Agreement expires June 30, 2021 and to ensure the City's uninterrupted emergency telephone mass notification system, the Parties desires to amend the current Agreement to extend the term for a period of one (1) year (i.e., July 1, 2021 through June 30, 2022) and to provide additional compensation for the extended renewal term of the Agreement.

WHEREAS, on June 22, 2021, the City Council of the City of Compton adopted Resolution No. _____ authorizing the City Manager to amend the City's current Notification Services Subscription Agreement with OnSolve, LLC to extend the term for a period of one (1) year and to provide additional compensation in the amount of $22,000.00.

NOW, THEREFORE, OnSolve, LLC and the City**,** for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend the original Agreement to extend the term of the Agreement for a period of one (1) year (i.e., July 1, 2021 through June 30, 2022).

2. The parties agree to amend the original Agreement to provide additional compensation in the amount of Twenty-Two Thousand Dollars ($22,000.00) for the extended term of the Agreement.

3. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the OnSolve, LLC all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT.**

ONSOLVE, LLC / CONTRACTOR

Dated: _____ **By _____**
Leanne Siegfried, Assistant Secretary

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Craig J. Cornwell, City Manager

Approved as to form:

By _____ **Dated: _____**
Damon Brown, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CITY'S CURRENT MEDIC CLIPBOARD SUBSCRIPTION AGREEMENT WITH DIGITAL EMS SOLUTIONS, INC. TO EXTEND THE TERM FOR A PERIOD OF THREE (3) YEARS AND TO PROVIDE ADDITIONAL COMPENSATION FOR THE PROVISION OF ELECTRONIC PATIENT CARE REPORTING SERVICES FOR THE CITY'S FIRE DEPARTMENT PERSONNEL ($116,861.79)

SUMMARY

Adoption of this Resolution will authorize the City Manager to amend the City's current Medic ClipBoard Subscription Agreement ("Agreement") with Digital EMS Solutions, Inc. (Digital EMS) to extend the term for a period of three (3) years and to provide additional compensation for the provision of Electronic Patient Care Reporting (e-PCR) services for the City's Fire Department.

BACKGROUND

The primary purpose of the Patient Care Reports (PCR)/ electronic Patient Care Reports (e-PCR) is to document all care and pertinent patient information as well as serving as a data collection tool. The documentation included on the PCR/e-PCR provides vital information, which is necessary for continued care at the hospital. As part of transferring the patient to the hospital, the Fire department must provide an appropriate medical record that includes the demographic, event/incident, assessment findings and treatment details upon delivery of the patient. The completion of a PCR/e-PCR is a requirement for all certified EMS providers and is mandated by the Department of Health Services.

The City of Compton's Fire Department ("Department") must comply with the Department of Health Services to provide Electronic Patient Care Reporting (e-PCR) while transferring patients to neighboring hospitals. On January 22, 2019, the City Council adopted Resolution No. 24,911 authorizing the City Manager to enter into a three (3) year Subscription Agreement (i.e., July 1, 2018 through June 30, 2021) with Digital EMS Solutions, Inc. to provide e-PCR services for the Department.

STATEMENT OF THE ISSUE

The current Agreement expires June 30, 2021 and to ensure continued compliance with the requirement to provide e-PCR services, the Parties desire to amend the current Agreement to extend the term for a period of three (3) years, (i.e., July 1, 2021 through June 30, 2024), and to provide additional compensation per contract year for the extended term of the Agreement.

On May 5, 2021, City Staff published a Request for Proposal (RFP) to solicit formal quotes and received the following quotes: Digital EMS Solutions, Inc. ($38,953.93); Image Trend ($25,033.50); and Zoll Data Systems, Inc. ($18,120.00).

Digital EMS Solutions, Inc. was selected because it has emerged as an area E leader in e-PCR services and approved by the Department of Health Services (DHS). They host all data, eliminating the need to locally store on a dedicated server. It is Apple-based and can be used as an application on an iPad. They are also HIPPA compliant. Also our neighboring area E cities are using them and modifications have been made to automatically populate run information.

Image Trend did not meet the needs of the Department; additionally, the implementation of software would take upwards of six (6) weeks. Zoll Data Systems, Inc. did not meet the requirements that the Department is looking for specified in the RFP.

Staff recommends that the City amends the current Agreement with Digital EMS to extend the term for a period of three (3) years to provide e-PCR services at a cost of $38,953.93 per fiscal year. Per the Term Renewal provision of the Agreement, the Agreement may be renewed upon such terms and for such period as set forth in a new Schedule P (the “Renewal Schedule P”) provided by Digital EMS and executed by the City within thirty (30) days before the end of the then current term.

City Council approval is needed because the expenditures exceed $25,000.00 Dollars.

FINANCIAL IMPACT

The subscription fees for the PCR/e-PCR will be Thirty-Eight Thousand, Nine Hundred Fifty-Three Dollars and Ninety-Three Cents ($38,953.93) per fiscal year for a three (3) year term, with an aggregate total in subscription fees in the amount of $116,861.79 for the entire 3-year term.

Funds in the amount of Thirty-Eight Thousand, Nine Hundred Fifty-Three Dollars and Ninety-Three Cents ($38,953.93) will be available in the 2021-2022 Fiscal Year budget in Account No. 1001-690-000-4262. Funding for the remaining term of the Subscription Agreement (i.e., Fiscal Years 2022-2023 and 2023-2024) will be allocated in future approved City budgets.

RECOMMENDATION

Staff is recommending that the City approve the attached Resolution and to amend the current Medic ClipBoard Subscription Agreement with Digital EMS Solutions, Inc. to extend the term for a period of three (3) years (i.e., July 1, 2021 thru June 30, 2024) and to provide additional compensation in the amount of $38,953.93 per contract year for the extended term of the Agreement.

RONERICK SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CITY'S CURRENT MEDIC CLIPBOARD SUBSCRIPTION AGREEMENT WITH DIGITAL EMS SOLUTIONS, INC. TO EXTEND THE TERM FOR A PERIOD OF THREE (3) YEARS AND TO PROVIDE ADDITIONAL COMPENSATION FOR THE PROVISION OF ELECTRONIC PATIENT CARE REPORTING SERVICES FOR THE CITY'S FIRE DEPARTMENT ($116,861.79)

WHEREAS, the City of Compton's Fire Department ("Fire Department") must comply with the Department of Health Services to provide Electronic Patient Care Reporting (e-PCR) while transferring patients to neighboring hospitals; and

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 24,911 authorizing the City Manager to enter into a three (3) year *Medic* ClipBoard Subscription Agreement, (i.e., July 1, 2018 through June 30, 2021) ("Agreement") with Digital EMS Solutions, Inc. to provide e-PCR services for the Fire Department; and

WHEREAS, the current Agreement expires June 30, 2021 and to ensure continued compliance with the requirement to provide e-PCR services, the Parties desire to amend the current Agreement to extend the term for a period of three (3) years, (i.e., July 1, 2021 through June 30, 2024) and to provide additional compensation per contract year for the extended term of the Agreement; and

WHERAS, on May 5, 2021, City Staff published a Request for Proposal (RFP) to solicit formal quotes and received the following quotes: Digital EMS Solutions, Inc. ($38,953.93); Image Trend ($25,033.50); and Zoll Data Systems, Inc. ($18,120.00); and

WHEREAS, Staff recommends that the City amends the current Agreement with Digital EMS to extend the term for a period of three (3) years (i.e., July 1, 2021 through June 30, 2024) at a cost of $38,953.93 per fiscal year for the provisions of e-PCR services; and

WHEREAS, per the Term Renewal provision of the current Agreement, the Agreement may be renewed upon such terms and for such period as set forth in a new Schedule P (the "Renewal Schedule P") provided by Digital EMS and executed by the City within thirty (30) days before the end of the then current term; and

WHEREAS, funds in the amount of Thirty-Eight Thousand Nine Hundred Fifty-Three Dollars and Ninety-Three Cents ($38,953.93) will be available for this expenditure in the Fire Department Fiscal Year 2021-2022 budget in Account No. 1001-690-000-4262; and

WHEREAS, funding for the remaining renewal term of the Agreement (i.e., Fiscal Years 2022-2023 and 2023-2024) will be allocated in future approved City budgets; and

WHEREAS, in order to authorize the City Manager to amend the current Agreement to extend the term for a period of three (3) years (i.e., July 1, 2021 through June 30, 2024) and to provide additional compensation per fiscal year for the provision of Electronic Patient Care Reporting (e-PCR) services, City Council's authorization is necessary.

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

SECTION 1. That the City Manager is hereby authorized to amend the current *Medic* ClipBoard Subscription Agreement ("Agreement") with Digital EMS Solutions, Inc. to the extend the term for a period of three (3) years (i.e., July 1, 2021 through June 30, 2024) at a cost of $38,953.93 per Fiscal Year for the provision of Electronic Patient Care Reporting services.

SECTION 2. That a purchase order is authorized to be issued in the amount not to exceed Thirty-Eight Thousand Nine Hundred Fifty-Three Dollars and Ninety-Three Cents ($38,953.93) for services to be provided in Fiscal Year 2021-2022.

SECTION 3. That funds for this expenditure are available in the Fire Department's 2021-2022 Fiscal Year budget in Account No. 1001-69-0000-4262.

SECTION 4. That funding for the remaining terms (i.e., FY 2022-2023 and 2023-2024) of the Agreement shall be appropriated in future City budgets.

SECTION 5. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Clerk, City Attorney, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____ 2021.

_____
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 _____, 2021.

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

FIRST AMENDMENT
TO
***MEDIC CLIPBOARD* SUBSCRIPTION AGREEMENT**
BETWEEN
CITY OF COMPTON
AND
DIGITAL EMS SOLUTIONS, INC.

This **FIRST AMENDMENT** to the Subscription Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"Customer" or "City"**) and **DIGITAL EMS SOLUTIONS, INC.** (hereinafter referred to as **"Contractor"** or **"Digital EMS"**), collectively the "Parties."

RECITALS:

WHEREAS, the City of Compton's Fire Department ("Fire Department") must comply with the Department of Health Services to provide Electronic Patient Care Reporting (e-PCR) while transferring patients to neighboring hospitals; and

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 24,911 authorizing the City Manager to enter into a three (3) year Medic ClipBoard Subscription Agreement, (i.e., July 1, 2018 through June 30, 2021) ("Agreement") with Digital EMS Solutions, Inc. to provide e-PCR services for the Fire Department; and

WHEREAS, the current Agreement expires June 30, 2021 and to ensure continued compliance with the requirement to provide e-PCR services, the Parties desire to amend the current Agreement to extend the term for a period of three (3) years, (i.e., July 1, 2021 through June 30, 2024) and to provide additional compensation per contract year for the extended term of the Agreement; and

WHEREAS, per the Term Renewal provision of the current Agreement, the Agreement may be renewed upon such terms and for such period as set forth in a new Schedule P (the "Renewal Schedule P") provided by Digital EMS and executed by the City within thirty (30) days before the end of the then current term.

WHEREAS, on June 22, 2021, the City Council of the City of Compton adopted Resolution No. _____ authorizing the City Manager to amend the City's current Medic ClipBoard Subscription Agreement with Digital EMS Solutions, Inc. to extend the term for a period of three (3) years and to provide additional compensation in the amount of $38,953.93 per contract year for the provision of Electronic Patient Care Reporting Services for the City's Fire Department.

NOW, THEREFORE, Digital EMS and the City**,** for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend the original Agreement to extend the term of the Agreement for a period of three (3) years (i.e., July 1, 2021 through June 30, 2024).

2. The parties agree to amend the original Agreement to provide additional compensation in the amount of Thirty-Eight Thousand, Nine Hundred Fifty-Three Dollars and Ninety-Three Cents ($38,953.93) per contract year for the extended term of the Agreement.

3. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified ***MEDIC CLIPBOARD*** **SUBSCRIPTION SERVICES AGREEMENT.**

DIGITAL EMS SOLUTIONS, INC. / CONTRACTOR

Dated: _____ **By _____**
Ricky Olivarez, CEO

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Craig J. Cornwell, City Manager

Approved as to form:

By _____ **Dated: _____**
Damon Brown, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

DigitalEMS Subscription Agreement

SUBSCRIPTION AGREEMENT

This ***Medic ClipBoard*** Subscription Agreement ("Agreement") is between DigitalEMS Solutions Incorporated ("DigitalEMS") and the undersigned customer ("Customer").

1. ***Medic ClipBoard***. ("System")

   1.1. Licensed Software. The licensed software is the *Medic ClipBoard* system, a system comprising of multiple parts: an iOS (Apple's mobile operating system) application ("Front-End") that performs reporting of patient information, a web-based administrative support back-end ("Back-End") that performs data collection, analysis, and reporting over the Internet (the "Licensed Software") for the Emergency Medical Services (EMS) industry. DigitalEMS Solutions Inc. owns all the rights to this software.

   1.2. Professional Services. DigitalEMS makes available many professional services ("Professional Services") per Section 4 to help maximize your investment in DigitalEMS. Services include, but may not be limited to, Application Support, Classroom Training, Educational Resources, and Custom Programming to the System.

   1.3. System Integration Services. DigitalEMS integrates the System with many third-party systems, such as CAD (Computer-Aided-Dispatch), medical devices, billing, and local reporting systems. These integration services may be provided on a fee-for-services basis or may be included in the Subscription Fees, and/or evaluated on a case-by-case basis.

   1.4. Data Collection Services. DigitalEMS provides the System as a flexible data collection solution for the Customer using the proprietary electronic Patient Care Report ("ePCR") using mobile hardware and a secure file transfer that uploads data via the Internet (the "Data Collection Services"). Certain Data Collection Services require the Customer to procure and support hardware that meets the specifications set forth by DigitalEMS. DigitalEMS shall not be responsible for any loss or damages caused by the failure or nonperformance of any of the System described herein, and license fees due pursuant to Section 2 of this Agreement shall continue to accrue notwithstanding to any period of downtime caused thereby.

   1.5. Data Center Services. The Data Center ("Data Center") is comprised of infrastructure and services that host, manage, and support the System. DigitalEMS is responsible for the Data Center as defined in Section **5.2** up to the point of external Internet access. It is the responsibility of the Customer to procure applicable hardware, software, and Internet Connectivity with sufficient bandwidth to meet the user demands. DigitalEMS uses a third party Business Associate to handle the Data Center and hardware that support the Back-End part of the System. DigitalEMS will do its due diligence to uphold this Agreement as defined herein.

2. **INITIAL SETUP**

   2.1. Customer's Responsibilities for Setup. Customer must provide Internet connectivity to the System with sufficient bandwidth to meet the Customer's utilization demands. System performance is a function of bandwidth and latency time from client hardware to the System. Customer must connect to Back-End with a web browser that will support the latest web technologies (e.g. HTML5). If the Customer is using Internet Explorer, the Customer must use version 8.0 or greater.

   2.2. Customer Passwords. Both a login identity and a password are necessary to access the System Back-End through a web browser. The password provides a vital security in preventing unauthorized access to the Customer's Data and Confidential Information. Customer is responsible for keeping and maintaining the security of the passwords that are assigned to the Customers employees. DigitalEMS

shall have no responsibility for the unauthorized access to the Customer's Data or Confidential Information that results from the Customers failure to keep the assigned passwords secure.

2.3. System Activation Date. The System Activation Date ("Activation Date") is defined in Schedule P. The System Activation Date is the date at which DigitalEMS will activate the System to allow for Customer set-up of the Licensed Software via the Data Center.

2.4. System Go-Live Date. The System Go-Live Date ("Go-Live") is defined in Schedule P. The Go-Live date is the date at which the Customer has properly set up their Back-End, the Customers employees have been trained in the use of the System, and the Customer is ready for live field use of the System.

3. LICENSE AND FEES

3.1. License. DigitalEMS herby grants the Customer a non-exclusive, non-transferable, license to access the System on their iOS hardware and over the Internet, based on the payment of the Customer's subscription fees as set forth in Schedule P.

3.2. Fees.

3.2.1. **System Set-Up Fees.** System Set-Up Fees are the one-time per Provider Initial System Activation and Provider Set-up as set forth on Schedule P.

3.2.2. **Subscription Fees.** Customer agrees to pay Subscription Fees as set forth on Schedule P, which forms a part of this Subscription Agreement. Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance, and Application Support. System Upgrades are the sole prerogative of DigitalEMS.

3.2.3. **Invoicing.** Following the identification of Customer's System Go Live Date as set forth in Schedule P, DigitalEMS will invoice the Customer for Subscription Fees as defined in the Schedule P.

3.2.4. **Payment.** Payment is due upon receipt of invoice and payment shall be made no later than 30 calendar days from receipt of invoice. The fee schedule and rates are as set forth on Schedule P, which forms a part of this Subscription Agreement.

3.2.5. **Taxes.** In the future, DigitalEMS may be required to collect sales tax from products and services provided to customers in the state of California. DigitalEMS reserves the right to invoice the Customer those taxes that are imposed by any governmental authority upon the sale or delivery of items purchased or licensed. Customer shall only be responsible for any penalties or accruing interest respective to non-payment of Customer sales tax fees. Customer shall be held harmless by DigitalEMS from penalties or accruing interest for failure of DigitalEMS to pay sales tax.

3.2.6. **Interest and Costs.** Amounts not paid within 30 days of due date will bear interest at the rate of 2.0% annum on the unpaid balance each month, or such lesser rate of interest as shall be the maximum amount chargeable with respect to this account under the law in the effect in the state of California. In the event of non-payment or default by the Customer, Customer agrees that Customer will pay all costs of enforcement and collection, including reasonable attorney's fees.

4. PROFESSIONAL SERVICES

4.1. **Application Support.** DigitalEMS provides phone and email Application Support of the System at no additional cost to Customers who have completed Train-the-Trainer Classroom Training and are active Users. Application support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. DigitalEMS's phone support will provide unlimited Customer support during the hours of 8:00 am - 5:00 pm PST. After-hour System support consists of a voice-messaging system in which the Customer will be required to leave a message containing a brief synopsis of the issue, and a contact name and number. It is DigitalEMS's goal to return after-hour messages within one hour of receiving them or first thing in the morning for late night calls. As to avoid many calls from the Customer's employees, the Customer will designate one to five employees who will act as the point of contact between DigitalEMS and the Customer. Application Support excludes supporting Customer procured hardware, OS and Internet connectivity.

4.2. **Classroom Training.** DigitalEMS offers training regarding the use of the System for the benefit of its Customers. Training will be offered at the rate defined in Schedule P. Should the Customer, at a later

date, require additional Training, it will be the Customer's responsibility to pay for the requested additional training.

4.3. **Custom Programming.** If the Customer desires to have the System perform in a way that is not already included in the System, this will require DigitalEMS to perform Custom Programming ("Custom Programming"). The Customer will provide DigitalEMS with an outlined requirement of such Custom Programming requirements, and will be responsible for obtaining the necessary Non-Disclosure-Agreements ("NDA") for any third party vendor that the Customer wishes to have the System integrate with. DigitalEMS will, at the request of the Customer, provide the Customer with the estimated Custom Programming quote after DigitalEMS has assessed the necessary Custom Programming time required to complete such requirements. DigitalEMS will not begin work on the said Custom Programming until the Customer has agreed to enter into a Software Development Agreement ("SDA") with DigitalEMS. DigitalEMS will charge the customer at the standard rate as defined below. The SDA is not included within this Agreement, and is a separate Agreement that the Customer will enter into with DigitalEMS should the Customer request Custom Programming to be done by DigitalEMS.

4.3.1. **Developer's Services.** DigitalEMS shall provide to Customer professional services in the area of software development, human user interface design, graphic design, web page design, application design and development, mobile device application design or development, project management, testing & QA, research or any other consulting, development, management, software or graphic services.

- HOURLY RATE. In consideration of the Services to be performed by Developer under this Agreement, Client will pay Developer for time spent on Services, at the following rates:

  $100 per hour Web Development, $125 per hour Mobile Development

5. DATA CENTER SERVICES

5.1. **System Maintenance**. DigitalEMS will provide software upgrades and system enhancements when DigitalEMS determines the upgrades are essential for the Customer. DigitalEMS will coordinate the installation of software upgrades and system enhancements for Customer at no charge to the Customer. Should DigitalEMS decide that upgrades or enhancements to the System are needed, DigitalEMS will notify the customer one week in advance if the said upgrade or enhancement will cause an interruption to any part of the System. If the said upgrade or enhancement is to be made to the Front-End, explicit instructions will be sent to the Customer on how to do the said upgrade or enhancement as to minimize impact to the Customer's business activity.

5.2. **System Access Level.** DigitalEMS is not responsible for loss of access to the Data Center for reasons that are beyond DigitalEMS's reasonable control. With the exception for loss of access that is beyond DigitalEMS's reasonable control, DigitalEMS shall maintain a level of access to the Data Center (excluding periods of scheduled or emergency maintenance) of 99.8% Access Availability ("Access Availability"), 24 hours a day, 7 days a week, including holidays. System Access Unavailable ("System Access Unavailable") is defined as the reported unscheduled inability of users of the Customer to access the Data Center and verification that the problem is within the Data Center.

6. TERM AND TERMINIATION

6.1. Term Initiation. This agreement takes effect on the latest signature date below and continues through the conclusion of the Subscription Term or any subsequent renewed Subscription Terms. The Subscription Term (the "Term") begins on the System Activation Date and ends at the conclusion of the period set forth in Schedule P or any subsequent renewed Subscription Terms. Subscription Fees commence on the System Activation Date and continue throughout the Term of this Agreement. Upon acceptance of this Agreement, DigitalEMS will provide Customer with the appropriate login credentials to use the Licensed Software via DigitalEMS's Data Center and the Internet.

6.2. Term Renewal. This agreement may be renewed upon such terms and for such period set forth in a new Schedule P (the "Renewal Schedule P") provided by DigitalEMS and executed by Customer within

thirty (30) days before the end of the then current Term. If Customer does not execute the Renewal Schedule P, this agreement shall automatically terminate upon expiration of the then current Term. When the conclusion of the period as set forth in Schedule P is nearing ninety (90) days from the Term conclusion, DigitalEMS will issue a Renewal Schedule P to the Customer.

6.3. **Termination.** Either party may terminate the Agreement upon the other party's material breach of this Agreement, if within 30 days of receipt of written notification of breach (10 days in the case of non-payment), the breaching party has failed to cure its breach. DigitalEMS may terminate Customer's access to the System immediately upon Termination of the Agreement. In the event of early Termination due to material breach by the Customer, Customer shall be responsible for Early Termination Fee per Section 6.4 of this Agreement. In the event of early Termination due to material breach by DigitalEMS, Customer shall not be responsible for Early Termination Fee as set forth in Section 6.4. Notwithstanding anything in this Section 6 or in this Agreement to the contrary, Customer may terminate this Agreement and Customer obligations hereunder during the initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer's sole and absolute discretion by payment to DigitalEMS of the Early Termination Fee as set forth in Section 6.4. DigitalEMS acknowledges and agrees that payment of such Early Termination Fee shall be DigitalEMS's sole remedy therefore. Customer must notify DigitalEMS of its intention for early Termination by written notification at least 90 days before the desired Termination date. Early Termination must occur on a monthly anniversary of the then current Term.

6.4. **Early Termination Fee.** Customer agrees to pay all fees as stipulated on the Schedule P on an annual basis throughout the term of the Agreement. Upon early Termination of the Agreement, all records uploaded to the system will be prorated at the standard fee as stipulated on Schedule P and any remaining balance will be refunded to the customer.

7. PROPRIERTY RIGHTS OF DIGITALEMS IN THE LICENSED SOFTWARE

7.1. **Nature of Rights and Title.** Customer acknowledges that the System and System documentation manuals and other proprietary information, materials supplied by DigitalEMS to Customer are and shall remain the property of DigitalEMS and nothing in this Agreement shall be construed as transferring any aspect of such Customer or any third party. Any changes, additions, and enhancements in the form of a new or partial programs or documentation as may be provided under this Agreement shall remain the proprietary property of DigitalEMS. Customer agrees with DigitalEMS that the System documentation and all other proprietary information or data supplied by DigitalEMS are trade secrets of DigitalEMS, are protected by criminal and civil law, and by the law of copyright, are valuable to DigitalEMS, and that their use and disclosure must be carefully and continuously controlled. Customer shall keep each and every item to which DigitalEMS retains title free and clear of all claims, liens, and encumbrances except those of DigitalEMS and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

7.2. **Unauthorized Acts.** Customer agrees to notify DigitalEMS promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of other information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish full details of such possession, use or knowledge to DigitalEMS, will assist in preventing the continuation or recurrence of such possession, use or knowledge, and will cooperate with DigitalEMS in any litigation against third partied deemed necessary by DigitalEMS to protect its propriety rights. Customer's compliance with this subparagraph shall not be construed in any way as waiver to DigitalEMS's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to DigitalEMS's proprietary rights, or for breach of contractual rights.

7.3. **Remedies.** If Customer attempts to use, copy, license, sub-license or otherwise transfer the Licensed Software or access to the System supplied by DigitalEMS under this Agreement, in a manner contrary to the terms of this Agreement or in competition with DigitalEMS or in derogation of DigitalEMS's proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, DigitalEMS shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.

7.4. Infringement Indemnification. DigitalEMS shall indemnify, defend and hold harmless Customer from and against any and all lost, cost, damage, or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement. ("Infringement Claim") asserted against Customer by virtue of the System, Software or Documentation or Customer's use of possession of the System, Software or Documentation pursuant to this agreement. DigitalEMS shall defend and settle at its sole expense all suits and proceedings arising out of the foregoing, providing that Customer gives DigitalEMS prompt written notice of any such Infringement Claim of which it learns. In all events, Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any Early Termination Fee.

8. LIMITED WARRANTY

8.1. Software. For the duration of this Agreement (the "Warranty Period"), DigitalEMS will checkout, document and deliver any amendments or alterations to the License Software that may be required to correct errors which significantly effect performance. This warranty is contingent upon the Customer advising DigitalEMS in writing of such errors. DigitalEMS shall not be responsible for maintaining Customer-modified portions of the License Software. Corrections for difficulties or defects traceable to Customer errors or System changes will be billed at the standard DigitalEMS time and materials rates.

THE LIMITED WARRANTY SET FORTH IN THE AGREEMENT IS THE ONLY WARRANTY MADE BY DIGITALEMS. DIGITALEMS EXPRESSLY DISCLAIMS, AND CUSTOMER HERBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE. DIGITALEMS DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY EFFECT PERFORMANCE, ERRORS IN THE LICENSE SOFTWARE WILL BE CORRECTED. DIGITALEMS' LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF DIGITALEMS FOR THE DAMAGES ARISING OUT OF OR IN *CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE SYSTEM.*

9. DATA

9.1. Use. Customer grants DigitalEMS a perpetual, royalty-free license to compile, analyze, use and distribute de-identified aggregated data derived from information and data obtained through the Customer's use of the System during the Term. DigitalEMS represents and warrants that it will only employ methods to de-identify the data that do not involve actual disclosure or Protected Health Information to DigitalEMS.

9.2. Backups. Customer's **full** data will be backed up on a daily basis with a fourteen (14) day retention of said backup. DigitalEMS will maintain the copy of the **full** backup for a period of fourteen (14) days at which time it will be deleted to ensure space for the following fourteen (14) days of backup data. Customer's backup(s) will be maintained on a rolling basis and DigitalEMS will not be responsible for archiving more than the most recent fourteen (14) days of **full** backup data. DigitalEMS will take commercially reasonable steps to maintain data integrity of any backup, but DigitalEMS is not responsible for loss of data or data integrity so long as DigitalEMS has performed the backup in a commercially reasonable manner.

10. BUSINESS ASSOCIATE AGREEMENT

This business associate Agreement ("Agreement"), effective as of Activation Date, is entered into by and between DigitalEMS ("Business Associate") and Customer (the "Covered Entity").

10.1. DEFINITIONS

10.1.1. Business Associate. "Business Associate" shall mean DigitalEMS.
10.1.2. Covered Entity. "Covered Entity" shall mean Customer.
10.1.3. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
10.1.4. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
10.1.5. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
10.1.6. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
10.1.7. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

10.2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

10.2.1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
10.2.2. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.
10.2.3. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware.
10.2.4. Business Associate agrees to ensure that in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
10.2.5. Business Associate agrees to make available PHI in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524
10.2.6. Business Associate agrees to make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526
10.2.7. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528
10.2.8. Business Associate agrees to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and
10.2.9. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

10.3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

10.3.1. Business Associate may only use or disclose PHI only as permitted or required by this Agreement or as required by law
10.3.2. Business Associate may use or disclose PHI as required by law.
10.3.3. Business Associate agrees to make uses and disclosures and requests PHI consistent with Covered Entity's minimum necessary policies and procedures.
10.3.4. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

10.3.5. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

10.3.6. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

10.3.7. Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

10.4. OBLIGATIONS OF COVERED ENTITY

10.4.1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

10.4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

10.4.3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

10.5. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. An exception is if the Business Associate will use or disclose protected health information for, data aggregation or management and administrative activities of Business Associate.

10.6. TERM AND TERMINATION

10.6.1. **Term**. The Term of this Agreement shall be effective as of Activation Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

10.6.2. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

10.6.3. **Effect of Termination**

- Except as provided in paragraph 10.6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the

possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon sixty (60) days that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

10.7. MISCELLANEOUS

10.7.1. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

10.7.2. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

10.7.3. **Survival.** The respective rights and obligations of Business Associate under Section 10.6.3 of this Agreement shall survive the termination of this Agreement.

10.7.4. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

11. GENERAL

Section 11 sometimes refers to DigitalEMS and Customer as each a "Party" and collectively the "Parties".

11.1. **Amendment**. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and of DigitalEMS, and variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

11.2. **Severability**. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or imparted thereby.

11.3. **Applicable Law.** This Agreement shall, in all respects, be interpreted, construed, and governed by and under the domestic laws of the State of California. Any judicial or arbitral proceedings brought to interpret or enforce this Agreement shall be brought in the County of Los Angeles, State of California.

11.4. **Entirety of Agreement**. DigitalEMS and Customer hereto acknowledge and agree that this instrument and other instruments specifically referred to herein, if any, constitute and contain the entire Agreement and understanding concerning the subject matter between DigitalEMS and Customer and supersede and replace all prior negotiations and proposed agreements, whether written or oral. Each of the parties warrants that no other party or any agent or attorney of any other party has made any promise, representations, or warranty whatsoever not contained herein to induce it to execute the Agreement and the other documents referred to herein, if any. Each of the Parties represents that they have not executed this Agreement in reliance on any promise, representation, or warranty whatsoever not contained herein, to induce them to execute this Agreement and the other documents referred to herein, if any. Each of the Parties represents that he has not executed this Agreement or the other documents, if any, in reliance on any promise, representation, or warranty not contained herein.

11.5. **Headings.** The various headings used in this Agreement are inserted for convenience only, and do not vary the meaning of the Agreement.

11.6. **Signature.** This Agreement may be executed in counterparts, and any signature evidenced by facsimile or scanned and emailed shall have the same validity as an original ink signature.

The Subscription Agreement shall be from _____ to _____

IN WITNESS HEREOF, DigitalEMS Solutions Inc. and Customer shall execute this Agreement by their signatures listed herein below.

	Customer		**DigitalEMS**
Customer Name:	_____		
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	Ricky Olivarez
Printed Title	_____	Printed Title	CEO
Date:	_____	Date:	01-23-2019
Address:	_____		
City	_____		
State / Zip:	_____		

DigitalEMS Solutions Inc.
34 Savona Walk
Long Beach, CA 90803
Tax Payer ID: 27-2674189

DigitalEMS SOLUTIONS INC.

- Schedule P Renewal -

Prepared For: **Compton Fire Department**
Proposal Valid: **November 16, 2018 to January 31, 2019**
Contract Term: **July 01, 2018 to June 30, 2021**

Subscription Fees & Projected Cost

Medic ClipBoard Subscription Fees

July 01, 2018 to June 30, 2019

	Description	Standard Rate	Discount Rate	Projected PPU	Flat Fee
	The Flat Rate Fee for the Medic Clipboard ePCR system for the period of July 1, 2018 to June 30, 2019.	$5.00 per PPU	$4.00 per PPU	8,665	$32,000.00

	Description	Rate	Term	Quantity	Flat Fee
	Faxing (Optional)	$.10 per PPU	1 Year	8,665	$800.00

Grand Total $32,800.00

Medic ClipBoard Subscription Fees Projection

July 1, 2019 to June 30, 2020

	Description	Standard Rate	Discount Rate	Projected PPU	Flat Fee
	The Flat Rate Fee for the Medic Clipboard ePCR system for the period of July 1, 2019 to June 30, 2020.	$5.00 per PPU	$4.25 per PPU	8,665	$34,000.00

	Description	Rate	Term	Quantity	Flat Fee
	Faxing (Optional)	$.10 per PPU	1 Year	8,665	$800.00

Grand Total $34,800.00

Medic ClipBoard Subscription Fees Projection

July 1, 2020 to June 30, 2021

	Description	Standard Rate	Discount Rate	Projected PPU	Flat Fee
	The Flat Rate Fee for the Medic Clipboard ePCR system for the period of July 1, 2020 to June 30, 2021.	$5.00 per PPU	$4.50 per PPU	8,665	$36,000.00

	Description	Rate	Term	Quantity	Flat Fee
	Faxing (Optional)	$.10 per PPU	1 Year	8,665	$800.00

Grand Total $36,800.00

- Schedule P Renewal -

Prepared For: **Compton Fire Department**
Proposal Valid: **November 16, 2018 to January 31, 2019**
Contract Term: **July 01, 2018 to June 30, 2021**

System Dates

Activation Date: The system was activated for the client on January 15, 2016.
Go-Live Date: The "Go Live" date was determined with the clients first upload to the server which occurred on January 15, 2016.

The Schedule P Renewal subscription fee schedule is a component of the Subscription Agreement. All fees will be invoiced according to the timeframe indicated in the schedule.

The undersigned agrees to the terms identified in the Schedule P Renewal subscription fee schedule.

City of Compton Fire Department

Ronnie Simpson 1/23/19
Authorized Customer Signature / Date

RONEIZICK SIMPSON / FIRE CHIEF
Printed Name / Title

Digital EMS Solutions Inc.

RO 01-23-2019
Authorized Digital EMS Solutions Inc. Signature / Date

Ricky Olivarez, CEO
Printed Name / Title

DATE: 1/23/2019
APPROVED AS TO FORM
Craig Cornwell
CITY ATTORNEY

RESOLUTION NO. 24,911

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 ENTER INTO A THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH DIGITAL EMS SOLUTIONS, INC. FOR ELECTRONIC PATIENT CARE REPORTING FOR FIRE DEPARTMENT PERSONNEL ($104,400)

WHEREAS, the Fire Department ("Department") must comply with the Department of Health Services to provide Electronic Patient Care Reporting (e-PCR) while transferring patients to neighboring hospitals; and

WHEREAS, staff solicited three (3) formal quotes; Digital EMS Solutions, Inc ($32,800 dated 11/16/18), iPCR ($25,000.00 dated 11/16/18) and Zoll Data Systems, Inc. ($26,404.04 dated 11/14/18); and

WHEREAS, after reviewing the proposals for the 2018-2019 FY that were submitted, staff determined that the needs of the Department would be best met by Digital EMS Solutions; and

WHEREAS, staff has recommended that the City enter into a three (3) year Subscription Agreement with Digital EMS Solutions, Inc. to provide Electronic Patient Care Reporting services at a cost of $32,800 for Fiscal Year (FY) 2018-2019, $34,800 for FY 2019-2020, and $36,800 for FY 2020-2021; and

WHEREAS, the Fire Departments 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts.

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

SECTION 1. That the City Manager is hereby authorized to enter into a three (3) year (i.e. July 1, 2018 thru June 30, 2021) "Medic ClipBoard" Subscription Agreement with Digital EMS Solutions, Inc. for provision of Electronic Patient Care Reporting services at a cost of $32,800.00 for Fiscal Year 2018-2019; $34,800.00 for FY 2019-2020; and $36,800.00 for Fiscal Year 2020-2021.

SECTION 2. That the Fire Departments 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

From:	Description	Amount
1001-690-000-4269	Other Contract Services	$77,800.00
To:	**Description**	**Amount**
1001-690-000-4262	Other Professional Services	$77,800.00

SECTION 3. That funds for the remaining years of the agreement shall be appropriated in future City budgets.

SECTION 4. That a purchase order is authorized to be issued in the amount not to exceed Thirty-Two Thousand Eight Hundred Dollars ($32,800.00) for services to be provided in Fiscal Year 2018-2019.

SECTION 5. That funds for this expenditure are available in the Fire Department's 2018-2019 Fiscal Year budget in Account No. 1001-69-0000-4262.

SECTION 6. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Attorney, City Controller and the Fire Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 22nd day of January 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 22nd day of January, 2019.

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

AYES:	COUNCIL MEMBERS	Zurita, Galvan, McCoy, Sharif, Brown
NOES:	COUNCIL MEMBERS	None
ABSENT:	COUNCIL MEMBERS	None
ABSTAIN:	COUNCIL MEMBERS	None

CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON
Approved by:

Dated: 1/23/19

By _____
for **Cecil W. Rhambo, Jr., City Manager**

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: 1/23/2019

ATTEST:

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

Dated: 1/24/2019

By _____
Alita Godwin, City Clerk

June 22, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **COMMUNITY IMPROVEMENT SERVICES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO AXON ENTERPRISE, INC. FOR THE PURCHASE AND SERVICE OF TASER 7 CONDUCTED ENERGY DEVICES, HARDWARE, ACCESSORIES, CERTIFICATION AND TRAINING SERVICES ($95,360)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a five (5) year agreement with Axon Enterprises, Inc. for the purchase of twenty (20) Taser 7 Conducted Energy Devices, including cartridges, batteries, holsters, technical support, staff instructor training, training equipment, de-escalation virtual reality training package, and warranties, and issue a purchase order in the amount of Ninety Five Thousand Three Hundred Sixty Dollars ($95,360.00) to Axon Enterprise, Inc.

BACKGROUND

The Community Improvement Services Department ("Department") is comprised of Code Enforcement, Business Licensing, Parking, and Security Officers and the staff is equipped with various officer safety/defensive tools. Staff is increasingly being confronted by aggressive, non-compliant members of the public who verbally threaten harm or actually assault the personnel. The Taser-7 Conducted Energy Device ("Taser 7") will provide a non-lethal alternative for staff in high-risk situations to subdue actively aggressive, non-compliant, assaultive and/or dangerous subjects. The Taser-7 is highly recommended for all on-duty uniformed officers and is a critical part of any agency's continuing effort to provide public safety services to the community.

The Department obtained three (3) price quotes for the purchase of less-lethal electrical devices with certification and training with the following results:

VENDOR	AMOUNT
The Home Security Superstore	$46,608.20
Stunster	$57,398.60
Axon Enterprise, Inc.	$95,360.00

STATEMENT OF ISSUE

The Taser models offered by The Home Security Superstore and Stunster were the civilian models and only offered one-time training to staff, no certified instructors, no training equipment, and no replacement of cartridge program.

After review, staff determined that Axon Enterprises, Inc. ("Axon") submitted the most comprehensive and responsible price quote, which includes the devices (used by many public safety agencies), cartridges, batteries, holsters, technical support, replacement cartridges, training cartridges, city-staff instructor training, a training suit, de-escalation virtual reality package for continual and verifiable training, evidence cloud storage of data, and a warranty from Axon Enterprises, Inc.

Axon is delivering TASER 7 to agencies with an increased focus on training and de-escalation. With new content, tools, and approaches to TASER training, Axon aims to help officers reduce risk, retain more information, and get more hands-on experience with the device before using it in the field. The package offered by Axon covers the entire TASER program for five (5) years. The Taser-7 systems from Axon will provide staff with the most technologically advanced devices and will increase staff safety by providing a method that is less likely to cause significant injury and/or damage to others.

The TASER 7 Certification bundle sought by the Department provides all the following at a cost for the 5-year program of $95,360.00:

1. TASER 7 Cartridges for 5 years, all training and duty cartridges as needed at no cost: (8) Training Cartridges per officer in years 1 & 3 and (4) in years 2, 4 & 5
2. End-user Training-Including Access to Online Training Content
3. HTC VR Training Headset and access to Axon's VR module library for 5 years
4. Hook and Loop Training (HALT) Suit, with Ruggedized Target

<u>TASER 7 Certification De-Escalation Virtual Reality Package Includes</u>:

- ✓ (20) T7 Devices with 5-year warranties
- ✓ (24) rechargeable batteries with 5-year warranties
- ✓ (20) Safariland holsters
- ✓ (40) Standoff training cartridges (2 per user)
- ✓ (40) Close Quarter training cartridges (2 per user)
- ✓ (60) LIVE Standoff cartridges (5 per user for training and field) in year 1
- ✓ (60) LIVE Close Quarter cartridges (5 per user for training and field) in year 1
- ✓ Years 2-5 includes all training cartridges needed, including unlimited duty cartridges needed for deployments in the field
- ✓ (20) INERT Standoff training cartridges
- ✓ (20) INERT Close Quarter training cartridges
- ✓ Training Target and HALT Training Suit Included

- ✓ (2) Free Instructor Course Vouchers
- ✓ All End User Interactive Online Training Content
- ✓ Battery Dock with 6 bays + wall mount (5 year warranty)
- ✓ VR Headset, Tablet, T7 Simulator handle, Glock 17 Simulator handle, along with access to all training modules for 5 years
- ✓ (20) Evidence.com Licenses to help keep track of inventory and logs (extra Admin license)

FINANCIAL IMPACT

The cost for this purchase is not to exceed $95,360.00. Funds for this expenditure are available in the Community Improvement Services Department 2020-2021 Fiscal Year Budget in Account No. 1001-670-000-4269. The services will require a contract covering the 5 years from the date of purchase.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

ANTHONY WARD, DIRECTOR
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO AXON ENTERPRISE, INC. FOR THE PURCHASE AND SERVICE OF TASER 7 CONDUCTED ENERGY DEVICE, HARDWARE, ACCESSORIES, CERTIFICATION AND TRAINING SERVICES ($95,360)

WHEREAS, the Community Improvement Services Department ("Department") is comprised of Code Enforcement, Business Licensing, Parking, and Security Officers and the staff is equipped with various officer safety/defensive tools; and

WHEREAS, staff is increasingly being confronted by aggressive, non-compliant members of the public who verbally threaten to harm or actually assault them; and

WHEREAS, the Taser-7, a highly recommended device for on-duty uniformed officers and a critical part of any agency's continuing effort to provide public safety services to the community, will provide a non-lethal alternative for staff in high-risk situations to subdue actively aggressive, non-compliant, assaultive and/or dangerous subjects; and

WHEREAS, the Department obtained three (3) price quotes for the purchase of less-lethal electrical devices with certification and training with the following results:

VENDOR	**AMOUNT**
The Home Security Superstore	$46,608.20
Stunster	$57,398.60
Axon Enterprise, Inc.	$95,360.00; and

WHEREAS, the Taser models offered by The Home Security Superstore and Stunster were the civilian models and only offered one-time training to staff, no certified instructors, no training equipment, and no replacement of cartridge program; and

WHEREAS, after review, staff determined that Axon Enterprises, Inc. ("Axon") submitted the most comprehensive and responsible price quote, which includes the devices (used by many public safety agencies), cartridges, batteries, holsters, technical support, replacement cartridges, training cartridges, city-staff instructor training, a training suit, de-escalation virtual reality package for continual and verifiable training, evidence cloud storage of data, and a warranty from Axon Enterprises, Inc.; and

WHEREAS, the cost for this expenditure are not to exceed $95,360.00, which is available in the Community Improvement Services Department 2020-2021 Fiscal Year Budget.

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

SECTION 1. That the quote from of Axon Enterprises, Inc. in the amount of $95,360.00 is hereby accepted and all others rejected.

SECTION 2. That the City Manager, on the advice and approval of the City Manager is hereby authorized to enter into a five (5) year Purchase and Services Agreement with Axon Enterprises, Inc. for the purchase of twenty (20) Taser 7 Conducted Energy Devices, including cartridges, batteries, holsters, technical support, staff instructor training, training equipment, de-escalation virtual reality training package, and warranties.

SECTION 3. That a purchase order in the amount of $95,360.00 is hereby authorized to be issued to Axon Enterprises, Inc.

SECTION 4. That funds for this expenditure are available in the Community Improvement Services Department 2020-2021 Fiscal Year Budget in Account No. 1001-670-000-4269.

SECTION 5. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Clerk, City Controller, City Attorney and the Community Improvement Services Department.

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

ADOPTED this _____ day of _____ 2021.

_____
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 _____, 2021.

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

Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

1 **Term**. The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.

2 **Unlimited Duty Cartridge Plan**. If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.

3 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.

4 **Payment**. Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.

5 **Shipping**. Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

8 **Warranty Limitations**. Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

9 **Spare Products**. For qualified purchases, Axon may provide agency a predetermined number of spare TASER 7 hardware as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to agency in accordance with the shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

10 **Trade-In**. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

11 **Product Warnings**. See www.axon.com/legal for the most current Axon product warnings.

12 **Design Changes**. Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without

notifying Agency.

13 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

13.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

13.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

14 **Delays**. Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.

15 **Proprietary Information**. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.

16 **Export Compliance**. Each party will comply with all import and export control laws and regulations.

17 **Assignment**. Agency may not assign or transfer this Agreement without Axon's prior written approval.

18 **Governing Law; Venue**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19 **Entire Agreement**. This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TASER 7 Axon Evidence Terms of Use Appendix

1 **Definitions**.
"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term**. The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 **Privacy.** Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a

current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Data Storage**. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:

10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;

10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

11 **Axon Evidence Warranty**. Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.

12 **Axon Evidence Restrictions**. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;

12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;

12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;

12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or

12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.

13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There

will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.

16 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

Professional Services Appendix

1 **Utilization of Services**. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

3 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

4 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

5 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

6 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

7 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

8 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

9 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;

3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;

3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;

3.4 use trade secret information contained in Virtual Reality Content;

3.5 resell, rent, loan or sublicense Virtual Reality Content;

3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or

3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Q-300088-44335.646TC

Issued: 05/19/2021

Quote Expiration: 05/31/2021

Account Number: 509751

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Anthony Ward
Compton Code Enforcement - CA
404 N. Alameda Ave
Compton, CA 90221
US

BILL TO
Compton Code Enforcement - CA
404 N. Alameda Ave
Compton, CA 90221
US

SALES REPRESENTATIVE
Travis Cole
Phone: 480-463-2200
Email: tcole@taser.com
Fax: 480-463-2200

PRIMARY CONTACT
Anthony Ward
Phone: (310) 605-6317
Email: award@comptoncity.org

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	20	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	20	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		20	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		20	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		60	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		60	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		40	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		40	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		24	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		24	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	0.00	0.00
20188	VR CONTROLLER KIT PELICAN CASE		1	200.00	0.00	0.00
20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR		1	1,000.00	0.00	0.00
20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR		1	30.00	0.00	0.00
20298	VR-ENABLED GLOCK 17 CONTROLLER		1	650.00	0.00	0.00
20299	VR HEADSET HEADPHONES		1	100.00	0.00	0.00
22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)		2	60.00	0.00	0.00
22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)		2	60.00	0.00	0.00
Other						
20277	T7 CERT PLUS VR HEADER	60	20	0.00	0.00	0.00
20278	T7 CERT PLUS VR PAYMENT	12	20	840.00	840.00	16,800.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
20378	HTC FOCUS 3 VR HEADSET		1	0.00	0.00	0.00
VR CONTROLLER KIT	VR CONTROLLER KIT		1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	375.00	0.00	0.00
Services						
20380	6DOF + 3DOF VR ENT (1 - 20) LICENSE	60	1	0.00	0.00	0.00
85147	CEW STARTER		1	2,750.00	2,750.00	2,750.00
20379	VR 1-DAY SERVICE		1	2,000.00	0.00	0.00
					Subtotal	19,550.00
					Estimated Shipping	0.00
					Estimated Tax	1,722.00
					Total	21,272.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
Other						
20278	T7 CERT PLUS VR PAYMENT	12	20	840.00	840.00	16,800.00
					Subtotal	16,800.00
					Estimated Tax	1,722.00
					Total	18,522.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		40	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		40	0.00	0.00	0.00
Other						
20278	T7 CERT PLUS VR PAYMENT	12	20	840.00	840.00	16,800.00
					Subtotal	16,800.00
					Estimated Tax	1,722.00
					Total	18,522.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
Other						
20278	T7 CERT PLUS VR PAYMENT	12	20	840.00	840.00	16,800.00
					Subtotal	16,800.00
					Estimated Tax	1,722.00
					Total	18,522.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
Other						
20278	T7 CERT PLUS VR PAYMENT	12	20	840.00	840.00	16,800.00
					Subtotal	16,800.00
					Estimated Tax	1,722.00
					Total	18,522.00
					Grand Total	**95,360.00**

Discounts (USD)

Quote Expiration: 05/31/2021

List Amount	92,470.00
Discounts	5,720.00
Total	**86,750.00**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1	21,272.00
Year 2	18,522.00
Year 3	18,522.00
Year 4	18,522.00
Year 5	18,522.00
Grand Total	**95,360.00**

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) **and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA**. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Travis Cole at tcole@taser.com or fax to 480-463-2200

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

TASER 7 CERTIFICATION PLAN

Everything you need to run your energy weapon program in one package

With the Certification Plan, your agency can make the most of your TASER 7 energy weapon program. Not only will your officers be better equipped to limit misses, clothing disconnects and close probe spreads, but your agency will also be able to cut administrative time and build in essential training — all thanks to one comprehensive package.

In this brochure, we will walk you through the different components of the Certification Plan, from the weapon itself and its accessories to Axon's online and in-person training offerings.

/ WHAT'S INCLUDED IN THE CERTIFICATION PLAN:

- TASER 7 energy weapon handle
- Holster
- Dock
- Rechargeable battery
- Axon Evidence license
- Hardware warranty
- Cartridges
- End-user training via Axon Academy online
- Voucher for Axon Energy Weapon Instructor Certification [1]
- Admin-level access to Axon Academy for Certified Instructors
- HALT training suit [2]
- Training target [2]

DE-ESCALATE WITH CONFIDENCE

The Certification Plan includes the TASER 7 energy weapon alongside key accessories, including cartridges (8 training cartridges per handle, per year for training and unlimited cartridges for field use) and the new holster, so that officers can feel more confident de-escalating situations in the field.

/ HANDLE

The TASER 7 energy weapon dramatically improves performance with misses, clothing disconnects, and close probe spreads – the most commonly reported issues cited by agencies today.

/ CARTRIDGES

Axon now offers two different energy weapon cartridge types: close-quarters and standoff cartridges. Since agency reports suggest that 85% of deployments occur at close range, we optimized the close-quarters cartridge for wide probe spread. A close-quarter deployment can fully incapacitate a subject as close as 4 feet. The standoff cartridge is used for longer distances, which have an 86% improved drop over distance for greater accuracy.

/ HOLSTER

The new holster comes with a cartridge carrier, allowing you to carry both cartridge types and quickly reload if a situation calls for it. The cartridge carrier is removable so it can be worn on the belt or in a wide variety of configurations.

/ HARDWARE WARRANTY

Be backed by a 5-year hardware warranty for your weapon, dock, and batteries.

1 Instructor voucher offered at a 1% ratio to agencies with 50 or more licenses; One Master Instructor voucher offered at 50 or more licenses with additional voucher per 1,000 cumulative licenses

2 Only for agencies with 40+ officers

CONNECT TO SAVE TIME

The Certification Plan lets you take advantage of TASER 7 energy weapon's status as the first energy weapon to wirelessly connect to the Axon network, so you can unlock new time savings for your agency. Recharge batteries and update firmware by docking and walking — no cables required. Assign weapons and accessories in seconds with the Axon Device Manager mobile application. And track inventory and device health on Axon Evidence.

/ AXON EVIDENCE LICENSE

Track TASER 7 device status, view logs, and reassign weapons within Axon Evidence for smooth program management.

/ RECHARGEABLE BATTERY

Recharge the battery just by docking. The TASER 7 energy weapon also automatically uploads improved pulse graphs and device logs and updates firmware when the battery is docked.

/ HOLSTER

The new holster comes with a cartridge carrier, allowing you to carry both cartridge types and quickly reload if a situation calls for it. The cartridge carrier is removable so it can be worn on the belt or in a wide variety of configurations.

/ TASER 7 DOCK

Similar in design to Axon's body camera docks, the TASER 7 dock has 6 bays and comes with a wall mount.

FOCUS ON COMMUNITIES

Investing in a new weapon requires an investment in training. The Certification Plan delivers both online and in-person training using new techniques, including a re-designed classroom training curriculum with more hands-on time, that can drive deeper learning and show your community your commitment to safety. Receive vouchers for Axon's Energy Weapon Instructor Certification courses and access to trackable online training through Axon Academy — and more.

/ END-USER TRAINING VIA AXON ACADEMY ONLINE

Each user covered in the Certification plan receives full access to Axon Academy's online training for TASER 7devices, which includes all pre-work necessary for on-site training: Axon's V.21 Energy Weapon Training (Safety, Medical, Best Practices) and TASER 7 energy weapon features and functionality.

/ VOUCHER FOR AXON ENERGY WEAPON INSTRUCTOR CERTIFICATION

Those purchasing over 50 licenses receive a voucher to Energy Weapon Instructor Certification courses held across the US.

/ ADMIN-LEVEL ACCESS TO AXON ACADEMY FOR CERTIFIED INSTRUCTORS

Administrators at the agency level can manage course progress for end-users, communicate with students, and assess performance/pre-requisite completion before on-site training dates.

/ HOOK & LOOP TRAINING SUIT (HALT SUIT)

More hands-on time means more opportunities to deploy cartridges and practice scenarios using our new HALT suit that eliminates pin-prick injuries.

/ TRAINING TARGET

Axon's new targets are specifically designed for live cartridge use with increased durability, portability, and enhanced clarity on preferred target zones for energy weapon use. They require less backing than previous designs and can withstand hits from all cartridge types/probe lengths.

Interested in VR Training? Access to our full VR offering can be affordably added to any TASER 7 Certification Plan.
Talk to your Axon representative to learn more.

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/ AXON VR TRAINING

TRAINING LIKE YOU'VE NEVER SEEN

Innovative VR platform | Officer critical thinking | Win-win content from experts

Training options today can be expensive, complicated, boring, and limited. Instead of long classroom days with too many slide presentations, or a fixed set of hands-on scenarios conducted in large facilities, or projector screens with predictable encounters, Axon Virtual Reality (VR) Training offers the benefits of immersion without the burden of steep time or capital investments. Featuring two core offerings, Community Engagement Training and Simulator Training, Axon VR Training brings the best content and innovative methods to public safety, using technology that is easy to set up and scale. Scenarios developed with experts emphasize critical thinking skills and community-focused outcomes, and help drive retention to better prepare officers for today — and tomorrow.

FEATURES AND BENEFITS

/ GROWING CONTENT LIBRARY

Community Engagement Training modules prepare officers for complex encounters like peer intervention or suicidal ideation, with new content released every month

/ SCALABLE, WIRELESS PLATFORM

VR Training is offered on the industry-leading HTC VIVE Focus Plus, a compact system requiring no external PC, cameras, or dedicated room space

/ EXPERT CONTENT

We work with subject matter experts like career clinicians, crisis intervention and mental health counselors, educators, community leaders and more throughout the content creation process, from defining learning objectives to scripting

/ BASIC, INTERMEDIATE & ADVANCED EXPERIENCES

Officers build critical thinking skills by progressing through increasingly complex, realistic scenarios that require them to make decisions under evolving conditions

/ BIAS PREVENTION FEATURES

Training can randomize various factors in a scenario, such as gender and race, to help officers prepare for real-world variety

/ FOCUS ON THE MOST COMMON ENCOUNTERS

Unlike traditional simulators, Axon VR Training centers on developing de-escalation skills needed to successfully resolve the most common calls for service, such as domestic violence or other crises, rather than solely on once-in-a-career lethal force encounters

/ AXON DEVICE & SOFTWARE INTEGRATION

Simulator Training includes a training TASER energy weapon and firearm, and integrates with Axon Evidence and Axon Academy for streamlined program administration. Future integrations include Axon body cams and Axon Performance software.

/ AFFORDABLE EXPANSION

If your agency's needs grow, simply add more licenses and all-in-one headsets, not more facility space or expensive gaming PCs

SPECIFICATIONS

HEADSET: HTC VIVE Focus Plus

SUPPORTED SENSORS: TASER 7, Glock 17, and more coming soon

AVERAGE SETUP TIME: Under 5 minutes

AVERAGE SCENARIO LENGTH: 5-15 minutes

APP UPDATES: Monthly over-the-air through Viveport store

TRAINING DATA: Accessible through Axon Evidence and Axon Academy

CONTENT FOR COMMUNITIES: HOW VR CAN HELP OFFICERS DEAL WITH VULNERABLE POPULATIONS

Consider this:

- Adults with untreated severe mental illness (SMI) account for 25-50% of fatal police shootings in the US
- 20% of the prison population has SMI, despite these individuals representing less than 4% of the general population
- Over 90% of officers on patrol average six encounters with individuals in crisis each month

Officers already have difficult jobs. Changes to health care and social programs have made it even harder, as officers are often the first point of contact for someone in crisis. While we can't expect every police officer to become a social worker, we *can* prepare them to better recognize why someone might be acting a certain way and de-escalate accordingly. VR has the power to give law enforcement a new perspective due to its immersive nature, which can supercharge memory and empathy. In turn, that leads to outcomes that are better for everyone.

Our current library includes content to help officers deal with individuals experiencing Schizophrenia, Autism Spectrum Disorder, Suicidal Ideation, Post-Traumatic Stress Injury, Alzheimer's, Deaf/Hard of Hearing, Domestic Violence, and more.

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June 22, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2021 – 2022

SUMMARY

Adoption of the attached resolution will establish the holiday schedule for City employees for Fiscal Year 2021-2022. The resolution includes eligibility, accrual, and use of established holidays.

BACKGROUND

In accordance with Rule 7.5A of the City of Compton Personnel Rules and Regulations, City employees shall receive time off with pay on legal holidays as designated by the City Council. Full-time regular and probationary employees are eligible for full holiday pay and permanent part-time employees receive holiday pay for one-half of the scheduled holiday.

STATEMENT OF THE ISSUE

There is a need for the City Council to establish the holiday schedule for City employees for Fiscal Year 2021-2022.

FISCAL IMPACT

The holiday schedule will have minimal financial impact.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution establishing the Holiday Schedule for City employees for Fiscal Year 2021-2022.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2021 – 2022

WHEREAS, Rule 7.5A of the Personnel Rules and Regulations establishes provisions for granting legal holidays for City employees; and

WHEREAS, there is a need for the City to post a holiday schedule for each fiscal year identifying the dates on which City offices will be closed.

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

Section 1. That the following holidays shall be established as legal holidays for City employees, as set forth herein.

HOLIDAY	DATE HOLIDAY OBSERVED
Independence Day	July 5, 2021 (Monday)
Labor Day	September 6, 2021 (Monday)
Admission's Day	Floating Holiday
Veteran's Day	November 11, 2021 (Thursday)
Thanksgiving Day	November 25, 2021 (Thursday)
Friday after Thanksgiving	November 26, 2021* (Friday)
Christmas	December 24, 2021* (Friday)
New Years Day	December 31, 2021* (Friday)
Martin Luther King, Jr.'s Birthday	January 17, 2022 (Monday)
Lincoln's Birthday	Floating Holiday
Washington's Birthday (Presidents' Day)	February 21, 2022 (Monday)
Cesar Chavez's Birthday	March 31, 2022 (Thursday)
Cinco de Mayo	May 5, 2022 (Thursday)
Memorial Day	May 30, 2022 (Monday)
Employee's Birthday	Floating Holiday

***Employees impacted by the 10/40 Alternative Work Schedule will use this day as a floating holiday.**

Section 2. That the Employee's Birthday Holiday must be used within one year in which the birthday falls.

Section 3. That this holiday schedule is not applicable to sworn 56-hour Fire Suppression personnel who are eligible for compensation in lieu of holidays.

Section 4. That employees whose birthdays, vacation or compensatory time off with pay falls on one of the holidays referenced above shall be entitled to another day off in accordance with the procedure established by the Department for use of paid leave benefits.

Section 5. That floating holidays accrued during Fiscal Year 2021-2022, except the Employee's Birthday, must be utilized by June 30, 2022.

Section 6. That this holiday schedule is effective July 1, 2021 and shall continue to be observed as set forth in this Resolution, unless otherwise revised by action of the City Council.

Section 7. That a certified copy of this Resolution shall be forwarded to each City department and agency.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
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, the City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

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

June 22, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH SHI INTERNATIONAL CORPORATION FOR MICROSOFT LICENSE AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO SHI INTERNATIONAL CORPORATION ($116,002.30)

SUMMARY

Adoption of this Resolution will authorize the City Manager to accept the bid of SHI International Corporation ("SHI"), establish a purchase order in an amount not to exceed One Hundred and Sixteen Thousand, Two Dollars and Thirty Cents ($116,002.30), and execute a contract for the purchase of Microsoft Corporation Software licenses.

BACKGROUND

In 2018, the Information Systems Division conducted a thorough review of all software licenses such as Server, Email and Desktops that would be needed for the City's use. Another audit was conducted in 2021 on the City's network, and after this review, a valid number of Microsoft Corporation Windows software licenses were determined for the City to follow compliance with current regulations. In order to bring the City current with Microsoft Licenses, the City needs to purchase 400 licenses.

The cost to bring the City compliance with Microsoft is $116,002.30. The City will pay SHI, a direct distributor for Microsoft Corporation $116,002.30, this current fiscal year, to bring the City current with all Microsoft software licenses. Our current licenses expired on February 22, 2021, and needs to be renewed for this Year. These licenses will be valid from February 22, 2021 to February 28, 2022.

STATEMENT OF ISSUE

The Information Systems Division solicited bids for the purchase of Microsoft Corporation Software licenses. Three proposals were received. The proposals received are as follows:

COMPANIES	**BID AMOUNT**
SHI International Corporation	$116,002.30
IT Connect	$136,132.00
Fifty Two Consulting	$139,849.46

Staff has reviewed the bids and has determined that SHI International Corporation was the lowest responsible bidder in the amount of $116,002.30

Staff recommends that the City Council approve the proposed resolution and authorize the City Manager to execute a contract with SHI International Corporation and issue a purchase order this fiscal year in the amount not to exceed $116,002.30.

ALTERNATIVE

None proposed.

FISCAL IMPACT

Funds for this expenditure are available in the 2020-2021 Fiscal Year budget of the Information Technology Department in Account No. 1001-620-IT0-4222 ($116,002.30).

RECOMMENDATION

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

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH SHI INTERNATIONAL CORPORATION FOR MICROSOFT LICENSE AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO SHI INTERNATIONAL CORPORATION ($116,002.30)

WHEREAS, the Information Technology Division (IT) recommends purchase of Microsoft Corporation Software licenses that are used for City network infrastructure; and

WHEREAS, in 2018, the Information Systems Division conducted a thorough review of all software licenses such as Server, Email and Desktops that would be needed for the City's use. Another audit was conducted in 2021 on the City's network, and after this review, a valid number of Microsoft Corporation Windows software licenses were determined for the City to follow compliance with current regulations. In order to bring the City current with Microsoft Licenses, the City needs to purchase 400 licenses; and

WHEREAS, the cost to bring the City compliance with Microsoft is $116,002.30. The City will pay SHI, a direct distributor for Microsoft Corporation $116,002.30, this current fiscal year, to bring the City current with all Microsoft software licenses. Our current licenses expired on February 22, 2021, and needs to be renewed for this Year. These licenses will be valid from February 22, 2021 to February 28, 2022; and

WHEREAS, resolution number 25,001 dated April 23, 2019 states a purchase order in amount greater than $25,000.00 must be submitted to the City Council by resolution for approval; and

WHEREAS, The Information Systems Department solicited bids for the purchase of Microsoft Corporation Software licenses. Three proposals were received. The proposals received are as follows:

COMPANIES	**BID AMOUNT**
SHI International Corporation	$116,002.30
IT Connect	$136,132.00
Fifty Two Consulting	$139,849.46

WHEREAS, Staff has reviewed the bids and has determined that SHI International Corporation was the lowest responsible bidder in the amount of $116,002.30.

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

Section 1. That the bid for SHI International Corporation in the amount of One Hundred and Sixteen Thousand Two Dollars and Thirty Cents ($116,002.30), for purchase of Microsoft Software Licenses is hereby accepted and all other bids are rejected.

Section 2. That the City Manager is authorized to issue a purchase order to SHI International Corporation in the amount not to exceed $116,002.30.

Section 3. That funds for these expenditure are available in the Fiscal Year 2020-2021 Budget in Account No. 1001-620-IT0-4222

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

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

Pricing Proposal
Quotation #: 20074571
Created On: 2/17/2021
Valid Until: 5/31/2021

City of Compton

Louis Mendoza
205 South Willobrook
Compton, CA 90220
United States
Phone:
Fax:
Email: lmendoza@comptoncity.org

Inside Account Executive

Michael Klotz
300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7670
Fax: 732-652-3099
Email: Michael_Klotz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	OfficeProPlus ALNG LicSAPk MVL Pltfrm Microsoft - Part#: 269-12445 Coverage Term: 2/21/2021 – 3/1/2022	300	$166.43	$49,929.00
2	WINENTperDVC ALNG UpgrdSAPk MVL Pltfrm Microsoft - Part#: KV3-00356 Coverage Term: 2/21/2021 – 3/1/2022	300	$56.29	$16,887.00
3	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL Microsoft - Part#: W06-01066 Coverage Term: 2/21/2021 – 3/1/2022	300	$83.59	$25,077.00
4	ExchgEntCAL ALNG LicSAPk MVL UsrCAL wSrvcs Microsoft - Part#: PGI-00268 Coverage Term: 2/21/2021 – 3/1/2022	300	$37.15	$11,145.00
5	ExchgSvrEnt ALNG LicSAPk MVL Microsoft - Part#: 395-02412 Coverage Term: 2/21/2021 – 3/1/2022	2	$1,721.81	$3,443.62
6	SQLCAL ALNG LicSAPk MVL UsrCAL Microsoft - Part#: 359-00960 Coverage Term: 2/21/2021 – 3/1/2022	50	$81.15	$4,057.50
7	SQLSvrStd ALNG LicSAPk MVL Microsoft - Part#: 228-04437 Coverage Term: 2/21/2021 – 3/1/2022	1	$348.78	$348.78

8	WinSvrDCCore ALNG LicSAPk MVL 2Lic Microsoft - Part#: 9EA-00039 Coverage Term: 2/21/2021 – 3/1/2022	10	$299.09	$2,990.90
9	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EM-00562 Coverage Term: 2/21/2021 – 3/1/2022	50	$42.47	$2,123.50
			Total	$116,002.30

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Sales Quotation

Microsoft Licenses Renewal - City of Compton

Prepared For
City of Compton

By
Andrew Koch

25 May 2021

Sales Representative
Andrew Koch
akoch@itconnectinc.com
Phone:
Fax:

Date: May 25, 2021
Quote Expires: 30 day(s)

Proposal # 002843-R0

Bill to:
City of Compton
205 South Willowbrook
Compton, California 90220
Luis Mendoza
lmendoza@comptoncity.org

Ship to:
City of Compton
205 South Willowbrook
Compton, California 90220
Luis Mendoza
lmendoza@comptoncity.org

Model	Description	Unit Price	Qty	Total Extended
269-12445	**OfficeProPlus ALNG LicSAPk MVL Pltfrm**	195.00	300	$58,500.00
KV3-00356	**WINENTperDVC ALNG UpgrdSAPk MVL Pltfrm**	66.00	300	$19,800.00
W06-01066	**CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL**	98.00	300	$29,400.00
PGI-00268	**ExchgEntCAL ALNG LicSAPk MVL UsrCAL wSrvcs**	44.00	300	$13,200.00
395-02412	**ExchgSvrEnt ALNG LicSAPk MVL**	2,026.00	2	$4,052.00
359-00960	**SQLCAL ALNG LicSAPk MVL UsrCAL**	95.00	50	$4,750.00
228-04437	**SQLSvrStd ALNG LicSAPk MVL**	410.00	1	$410.00
9EA-00039	**WinSvrDCCore ALNG LicSAPk MVL 2Lic**	352.00	10	$3,520.00
9EM-00562	**WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic**	50.00	50	$2,500.00
			SUBTOTAL	**$136,132.00**

Comments:
-Sales tax not included in this proposal

Subtotal: **$136,132.00**

Total: $136,132.00

Fifty Two Consulting, Inc.
18859 Wildflower Way
Riverside, CA 92504 US
(951) 496-7761
bhardy@52consulting.com

Estimate

ADDRESS
City of Compton
205 S Willowbrook Ave
Compton, CA 90220

ESTIMATE # 21-1013
DATE 05/25/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	269-12445 OfficeProPlus ALNG LicSAPk MVL Pltfrm	300	199.71	59,913.00
	KV3-00356 WINENTperDVC ALNG UpgrdSAPk MVL Pltfrm	300	67.55	20,265.00
	W06-01066 CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	300	100.31	30,093.00
	PGI-00268 ExchgEntCAL ALNG LicSAPk MVL UsrCAL wSrvcs	300	44.58	13,374.00
	395-02412 ExchgSvrEnt ALNG LicSAPk MVL	2	2,152.26	4,304.52
	359-00960 SQLCAL ALNG LicSAPk MVL UsrCAL	50	101.44	5,072.00
	228-04437 SQLSvrStd ALNG LicSAPk MVL	1	418.54	418.54
	9EA-00039 WinSvrDCCore ALNG LicSAPk MVL 2Lic	10	364.89	3,648.90
	9EM-00562 WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	50	55.21	2,760.50

TOTAL **$139,849.46**

Accepted By

Accepted Date

June 22, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON PROCLAIMING THE MONTH OF JUNE PRIDE MONTH

SUMMARY

Councilperson Michelle Chambers is requesting City Council to proclaim the month of June, Pride Month.

BACKGROUND

The uprising at the Stonewall Inn in June 1969, sparked a liberation movement – a call to action that continues to inspire us to live up to our Nation's promise of equality, liberty, and justice for all.

STATEMENT OF THE ISSUE

Pride Month is a time to recall the trials of the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community has endured and to rejoice in the triumphs of trailblazing individuals who have bravely fought – and continue to fight – for full equality. Consequently, this June 2021 and future Pride Months, we recognize the valuable contributions of LGBTQ+ individuals across America, and we reaffirm our commitment to standing in solidarity with LGBTQ+ Americans in their ongoing struggle against discrimination and injustice.

FISCAL IMPACT

There is no financial impact resulting from adoption of this Resolution.

RECOMMENDATION

Staff recommends that City Council proclaim the month of June, Pride Month.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON PROCLAIMING THE MONTH OF JUNE PRIDE MONTH

WHEREAS, the uprising at the Stonewall Inn in June 1969, sparked a liberation movement – a call to action that continues to inspire us to live up to our Nation's promise of equality, liberty, and justice for all; and

WHEREAS, Pride Month is a time to recall the trials of the Lesbian, Gay, Bisexual, Transgender, and Queer community has endured and to rejoice in the triumphs of trailblazing individuals who have bravely fought – and continue to fight – for full equality; and

WHEREAS, Pride Month is both a jubilant communal celebration of visibility and a personal celebration of self-worth and dignity; and

WHEREAS, this June 2021 and future Pride Months, we recognize the valuable contributions of LGBTQ+ individuals across America, and we reaffirm our commitment to standing in solidarity with LGBTQ+ Americans in their ongoing struggle against discrimination and injustice.

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

Section 1. That the City of Compton proclaims June, "Pride Month" in order to support the triumphs of trailblazing individuals who have bravely fought, and continue to fight for full equality for all.

Section 2. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Clerk.

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO AMEND THE SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NATIONAL PLANT, INC. TO PROVIDE ADDITIONAL COMPENSATION FOR CITY-WIDE SEWER SYSTEM CLEANING, VIDEO INSPECTION AND "ON-CALL" SERVICES ($150,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the 2020-2021 Fiscal Year budget to transfer funds between accounts and amend the Services Agreement with and establish a purchase order in the amount of One Hundred Fifty Thousand ($150,000.00) for National Plant Services, Inc. to provide additional compensation for City-wide Sewer System Cleaning, Video Inspection and "On-Call" Services.

BACKGROUND

The City of Compton's ("City") sewer collection and delivery system is comprised of approximately 147 miles of piping, ranging in size from 4 to 24 inches. The piping is connected via 2,899 4-ft diameter manholes. The City's sewer flows by gravity. As part of the City's Sewer System Management Plan, the Public Works Street Maintenance Department ("Department") has developed an ongoing condition assessment program as well as routine preventive operation and maintenance activities for scheduling regular maintenance and cleaning of the sanitary sewer system.

On February 5, 2019, pursuant to Resolution No. 24,924, the City Council authorized the City Manager to enter into a three (3) year (i.e. March 1, 2019 through February 28, 2022) services agreement with National Plant Services, Inc. ("National") to provide City-wide Sewer System Cleaning, Video Inspection and "On-Call" Services in a total amount of $1,200,000.00, appropriated over the contract term as follows: FY 2018-2019 - $200,000, FY 2019-2020 - $400,000, FY 2020-2021 - $400,000 and FY 2021-2022 - $200,000.

STATEMENT OF ISSUE

The Department was budgeted $400,000.00 for Fiscal Year 2020-2021 for the contracted services, however due to a significant amount of "On-Call" emergency sewer stoppages/blockages/spills in Fiscal Year 2019-2020 (see Attachment "A"), the Department was required to pay invoices totaling One Hundred and Eleven Thousand Six Hundred Five Dollars

and Twenty-Eight Cents ($111,605.28) from Fiscal Year 2020-2021 funding which has resulted in a reduction in the available 2020-2021 Fiscal Year budgeted funds ($288,394.72) for services to be performed for this fiscal year.

In order to pay invoices for Fiscal Year 2020-2021 and continue the contracted City-wide Sewer System Cleaning, Video Inspection and "On-Call" Services for the remainder of the fiscal year, the services agreement will need to be amended to provide additional funding.

FISCAL IMPACT

The proposed budget amendments are cost neutral (i.e. it does not increase or decrease net budget appropriations) and do not affect the total revenue and expenditure balances projected for the Fiscal Year 2020-2021 Budget.

Transfer Funds Between Accounts

Decrease Expenditure Budget Accounts:

• 1004-610-000-4269	Other Contract Services	$ 150,000.00
	Total	**$ 150,000.00**

Increase Revenue Budget Account:

• 1001-000-000-3902	Contrib. – General Fund	$ 150,000.00
• 5116-000-000-3902	Contrib. – Sewer Fund	$ 150,000.00
	Total	**$ 300,000.00**

Increase Expenditure Budget Account:

• 1001-610-000-4290	Contrib. to Other Funds	$ 150,000.00
• 1004-610-000-4290	Contrib. to Other Funds	$ 150,000.00
• 5116-720-000-4269	Other Contract Services	$ 150,000.00
	Total	**$ 450,000.00**

Upon approval, funds in the amount of $150,000 are available in the 2020-2021 Fiscal Year Public Works - Street Maintenance Department budget in Account No.5116-720-000-4269 for this expenditure.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENANCE DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

ATTACHMENT "A"

NATIONAL PLANT INC.

"ON-CALL" SEWER SERVICES/CLEANING AND VIDEO INSPECTION

FISCAL YEAR 2019-2020

(SEWER STOPPAGES, SEWER BLOCKAGES AND SEWER SPILLS, REPORTING)

DATE	INTERSECTION	AMOUNT
4/30/2020	COCOA STREET/OLEANDER AVENUE	$2600.
4/2020	SEWER CLEANING AND VIDEO INSPECTION	$11,983.53
5/1/2020	MYRRH STREET/WILLOWBROOK AVENUE	$3480.00
5/4/2020	OLEANDER AVENUE	$2600.00
5/5/2020	LAUREL STREET	$2600.00
5/8/2020	WILLOWBROOK AVENUE	$3205.00
5/6/2020	OLEANDER AVENUE	$2600.00
5/7/2020	OLEANDER AVENUE	$3480.00
5/11/2020	OLEANDER AVENUE	$1462.50
05/2020	SEWER CLEANING AND VIDEO INSPECTION	$31,209.55
6/8/2020	GLADYS STREET/WILLOW AVENUE	$2600.00
6/9/2020	ALAMEDA STREET/LAUREL STREET	$1787.50
6/12/2020	ALONDRA BLVD.	$3370.00
6/15/2020	PARKING LOT SHOPPING CENTER, ALAMEDA STREET	$2600.00
6/16/2020	PARKING LOT SHOPPING CENTER, ALAMEDA STREET	$2600.00
6/17/2020	EASEMENT/APTS, RAQUET CLUB DRIVE	$2600.00
6/18/2020	EASEMENT/APTS, RAQUET CLUB DRIVE	$2600.00
6/22/2020	TAMARIND AVENUE	$2600.00
6/23/2020	CYPRESS STREET/COCOA STREET	$2600.00
6/24/2020	WILLOWBROOK AVENUE	$2600.00
6/25/2020	SANTA FE AVENUE	$3480.00
6/26/2020	SANTA FE AVENUE	$3480.00
6/29/2020	SANTA FE AVENUE	$3480.00
6/2020	SEWER CLEANING AND VIDEO INSPECTION	$6507.02
6/30/2020	PETROLIA AVENUE	$3480.00
	EMERGENCY SEWER SERVICES FISCAL YEAR 2019-2020	$111,605.10

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO AMEND THE SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NATIONAL PLANT, INC. TO PROVIDE ADDITIONAL COMPENSATION FOR CITY-WIDE SEWER SYSTEM CLEANING, VIDEO INSPECTION AND "ON-CALL" SERVICES ($150,000)

WHEREAS, the City of Compton's ("City") sewer collection and delivery system is comprised of approximately 147 miles of piping, ranging in size from 4 to 24 inches; and

WHEREAS, as part of the City's Sewer System Management Plan, the Public Works Street Maintenance Department ("Department") has developed an ongoing condition assessment program as well as routine preventive operation and maintenance activities for scheduling regular maintenance and cleaning of the sanitary sewer system; and

WHEREAS, on February 5, 2019, pursuant to Resolution No. 24,924, the City Council authorized the City Manager to enter into a three (3) year (i.e. March 1, 2019 through February 28, 2022) services agreement with National Plant Services, Inc. ("National") to provide City-wide Sewer System Cleaning, Video Inspection and "On-Call" Services in a total amount of $1,200,000.00, appropriated over the contract term as follows: FY 2018-2019 - $200,000, FY 2019-2020 - $400,000, FY 2020-2021 - $400,000 and FY 2021-2022 - $200,000.

WHEREAS, the Department was budgeted $400,000.00 for Fiscal Year 2020-2021 for the contracted services, however due to a significant amount of "On-Call" emergency sewer stoppages/blockages/spills in Fiscal Year 2019-2020, the Department was required to pay invoices totaling One Hundred and Eleven Thousand Six Hundred Five Dollars and Twenty-Eight Cents ($111,605.28) from Fiscal Year 2020-2021 funding which has resulted in a reduction in the available 2020-2021 Fiscal Year budgeted funds ($288,394.72) for services to be performed for this fiscal year; and

WHEREAS, a budget amendment is required to transfer funds between accounts to pay this expenditure from 5116 - Sewer Fund Account.

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

Section 1. That the City Manager is hereby authorized to amend the 2020-2021 Fiscal Year Budget to transfer funds between accounts:

Transfer Funds Between Accounts

Decrease Expenditure Budget Accounts:

• 1004-610-000-4269	Other Contract Services	$ 150,000.00
	Total	**$ 150,000.00**

Increase Revenue Budget Account:

• 1001-000-000-3902	Contrib. – General Fund	$ 150,000.00
• 5116-000-000-3902	Contrib. – Sewer Fund	$ 150,000.00
	Total	**$ 300,000.00**

Increase Expenditure Budget Accounts:

• 1001-610-000-4290	Contrib. to Other Funds	$ 150,000.00
• 1004-610-000-4290	Contrib. to Other Funds	$ 150,000.00
• 5116-720-000-4269	Other Contract Services	$ 150,000.00
	Total	**$ 450,000.00**

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a first (1st) amendment to the services agreement with National Plant, Inc. for the provision of additional compensation in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) for City-wide Sewer System Cleaning, Video Inspection and "On-Call" Services.

Section 3. That a purchase order in the amount of $150,000.00 is hereby authorized to be established for National Plant, Inc. to pay outstanding invoices.

Section 4. That funds in the amount of $150,000.00 are available in the Fiscal Year 2020-2021 Adopted budget in Account No.5116-720-000-4269.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and Public Works - Street Maintenance Department.

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

June 22, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS – ENGINEERING DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE IMPLEMENTATION OF COORDINATED INTEGRATED MONITORING PLAN AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION ($61,500)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a Memorandum of Agreement (i.e. February 11, 2021 – June 30, 2025) with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA") for Cost Sharing for the Implementation of Coordinated Integrated Monitoring Plan as required by the Regional Water Quality Control Board, Los Angeles Region and authorize the issuance of a purchase order in the amount of $26,000 for the City of Compton's share cost for Fiscal Years 2020-2021 and 2021-2022 and the remaining balance of $35,500 in subsequent years (i.e. 2022-2023, 2023-2024, and 2024-2025).

BACKGROUND

Between 2005 and 2016, the United States Environmental Protection Agency approved the Nutrient Total Maximum Daily Load ("TMDL"), Metals TMDL, Los Angeles River Bacteria TMDL, Harbor Toxics TMDL, Beaches/Estuary TMDL with the intent of protecting and improving water quality in the Lower Los Angeles River and the Greater Los Angeles and Long Beach Harbor Water ("TMDLs").

The TMDLs regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among Permittees. The Permittees manage, drain or convey storm water into at least a portion of the Lower Los Angeles River ("LLAR").

The Permittees achieve the objectives of the TMDLs by implementing a Coordinated Integrated Monitoring Plan ("CIMP") and for the TMDLs to ensure consistency with other regional monitoring programs and usability with other TMDL related studies.

The CIMP submitted by the Permittees on July 2, 2015 was approved by the Los Angeles Regional Water Quality Control Board's ("Regional Board") Executive Officer.

The Permittees have authorized GWMA to hire and serve as conduit for paying a qualified consultant team, approved by the Permittees, to implement and conduct the monitoring set forth in the CIMP.

Monitoring locations operated separately by the Permittees and the Los Angeles County Flood Control District ("LACFCD") have been established below the confluence of Compton Creek and the Los Angeles River.

STATEMENT OF ISSUE

The City of Compton, an individual NPDES permit holder has indicated a desire to participate in the receiving water and TMDL CIMP at those monitoring locations (collectively referred to as S10, but not including locations solely monitoring outfalls) for individual permit compliance.

The role of the GWMA is to invoice and collect funds from the Permit Holder to cover a portion of the costs of implementing the CIMP. The Permittees authorized the GWMA to enter into individual separate agreements with such individual NPDES permit holders for CIMP cost sharing purposes only. The Permit Holder is such an individual NPDES permit holder and desires to obtain monitoring data collected as part of the CIMP at S10 and to share in the costs of the implementation of the CIMP.

The term of the Agreement shall commence on February 11, 2021 and expire on June 30, 2025. The GWMA shall invoice and collect funds from the Permit Holder to cover a portion of the costs of hiring and paying the Consultant to implement the CIMP. The GWMA shall administer the Consultant's contract for implementation of the CIMP by contracting with and paying the Consultant.

Therefore, in order to authorize the City Manager to enter into a Memorandum of Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Cost Sharing for the Implementation of Coordinated Integrated Monitoring Plan as required by the Regional Water Quality Control Board, Los Angeles Region, City Council's authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City is required to comply with the provisions of monitoring as part of the NPDES permit program.

FISCAL IMPACT

The City of Compton shall pay twelve thousand three hundred dollars ($12,300) plus any applicable Consumer Price Index (CPI) adjustment, annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected as part of the CIMP.

In addition to the annual payment amount, the City of Compton will pay the annual GWMA administrative fee. The GWMA administrative fee rate for GWMA members charged to the Permit Holder is between 0 to 5%.

Funds in the amount of $26,000 are available in the Public Works Department Fiscal Year 2020-2021 budget in Account No. 1529-710-000-4262. Funding for the remaining term of the MOA (i.e. 2022-2023, 2023-2024, and 2024-2025) will be allocated in future approved City budgets.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE IMPLEMENTATION OF COORDINATED INTEGRATED MONITORING PLAN AS REQUIED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION ($61,500)

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a 5-Year Memorandum of Agreement (i.e. February 11, 2021 – June 30, 2025) with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA") for Cost Sharing for the Implementation of Coordinated Integrated Monitoring Plan as required by the Regional Water Quality Control Board, Los Angeles Region and authorize the issuance of a purchase order in the amount of $26,000 for the City of Compton's share cost for Fiscal Years 2020-2021 and 2021-2022 and the remaining balance of $35,500 in subsequent years (i.e. 2022-2023, 2023-2024, and 2024-2025); and

WHEREAS, between 2005 and 2016, the United States Environmental Protection Agency approved the Nutrient Total Maximum Daily Load ("TMDL"), Metals TMDL, Los Angeles River Bacteria TMDL, Harbor Toxics TMDL, Beaches/Estuary TMDL with the intent of protecting and improving water quality in the Lower Los Angeles River and the Greater Los Angeles and Long Beach Harbor Water ("TMDLs"); and

WHEREAS, the TMDLs regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among Permittees and manage, drain or convey storm water into at least a portion of the Lower Los Angeles River ("LLAR"); and

WHEREAS, the Permittees achieve the objectives of the TMDLs by implementing a Coordinated Integrated Monitoring Plan ("CIMP") and for the TMDLs to ensure consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, the CIMP submitted by the Permittees on July 2, 2015 was approved by the Los Angeles Regional Water Quality Control Board's ("Regional Board") Executive Officer; and

WHEREAS, the Permittees have authorized GWMA to hire and serve as conduit for paying a qualified consultant team, approved by the Permittees, to implement and conduct the monitoring set forth in the CIMP; and

WHEREAS, monitoring locations operated separately by the Permittees and the LACFCD have been established below the confluence of Compton Creek and the Los Angeles River; and

WHEREAS, the City of Compton, an individual NPDES permit holder has indicated a desire to participate in the receiving water and TMDL CIMP at those monitoring locations (collectively referred to as S10, but not including locations solely monitoring outfalls) for individual permit compliance; and

WHEREAS, the role of the GWMA is to invoice and collect funds from the Permit Holder to cover a portion of the costs of implementing the CIMP; and

WHEREAS, the Permittees authorized the GWMA to enter into individual separate agreements with such individual NPDES permit holders for CIMP cost sharing purposes only; and

WHEREAS, the Permit Holder is such an individual NPDES permit holder and desires to obtain monitoring data collected as part of the CIMP at S10 and to share in the costs of the implementation of the CIMP; and

WHEREAS, the term of the Agreement shall commence on February 11, 2021 and expire on June 30, 2025; and

WHEREAS, the GWMA shall invoice and collect funds from the Permit Holder to cover a portion of the costs of hiring and paying the Consultant to implement the CIMP; and

WHEREAS, the GWMA shall administer the Consultant's contract for implementation of the CIMP by contracting with and paying the Consultant; and

WHEREAS, the City of Compton shall pay twelve thousand three hundred dollars ($12,300) plus any applicable Consumer Price Index (CPI) adjustment, annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected as part of the CIMP; and

WHEREAS, in addition to the annual payment amount, the City of Compton will pay the annual GWMA administrative fee and the GWMA administrative fee rate for GWMA members charged to the Permit Holder is between 0 to 5%; and

WHEREAS, funds in the amount of $26,000 are available in the Public Works Department Fiscal Year 2020-2021 budget in Account No. 1529-710-000-4262; and

WHEREAS, funding for the remaining term of the MOA (i.e 2022-2023, 2023-2024, and 2024-2025) will be allocated in future approved City budgets; and

WHEREAS, in order to authorize the City Manager to enter into a Memorandum of Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Cost Sharing for the Implementation of Coordinated Integrated Monitoring Plan as required by the Regional Water Quality Control Board, Los Angeles Region, City Council's authorization is necessary.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a Memorandum of Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Cost Sharing for the Implementation of Coordinated Integrated Monitoring Plan as required by the Regional Water Quality Control Board, Los Angeles Region.

SECTION 2. That funds in the amount of $26,000 for the City of Compton's share cost for Fiscal Years 2020-2021 and 2021-2022 are available in the Public Works 2020-2021 Fiscal Year budget in Account No. 1529-710-000-4262.

SECTION 3. That funds for the remaining term of the Memorandum of Agreement (i.e. 2022-2023, 2023-2024, and 2024-2025) shall be allocated in future City budgets.

SECTION 4. That a purchase order in the amount of $26,000 for the City of Compton's share cost for Fiscal Years 2020-2021 and 2021-2022 and the remaining balance of $35,500 in subsequent years (i.e. 2022-2023, 2023-2024, and 2024-2025) be authorized.

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the _____ day of _____, 2021.

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

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
AND
THE CITY OF COMPTON

FOR COST SHARING FOR THE IMPLEMENTATION OF A COORDINATED INTEGRATED MONITORING PLAN AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

This Agreement is made and entered into as of February 11, 2021 by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of Compton ("Permit Holder").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, for the purposes of this Agreement, the term "Permittees" shall mean the Cities of Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach, and the Los Angeles County Flood Control District ("LACFCD"); and

WHEREAS, between 2005 and 2016, the United States Environmental Protection Agency approved the Nutrient Total Maximum Daily Load ("TMDL"), Metals TMDL, Los Angeles River Bacteria TMDL, Harbor Toxics TMDL, Beaches/Estuary TMDL with the intent of protecting and improving water quality in the Lower Los Angeles River and the Greater Los Angeles and Long Beach Harbor Waters ("TMDLs"); and

WHEREAS, the TMDLs regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees; and

WHEREAS, the Permittees manage, drain or convey storm water into at least a portion of the Lower Los Angeles River ("LLAR"); and

WHEREAS, the Permittees achieve the objectives of the TMDLs by implementing a Coordinated Integrated Monitoring and ("CIMP") for the TMDLs to ensure consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, the CIMP submitted by the Permittees on July 2, 2015 was approved by the Los Angeles Regional Water Quality Control Board's ("Regional Board") Executive Officer and

WHEREAS, the Permittees have authorized GWMA to hire and serve as conduit for paying a qualified consultant team, ("Consultant"), approved by the Permittees, to implement and conduct the monitoring set forth in the CIMP; and

WHEREAS, monitoring locations operated separately by the Permittees and the LACFCD have been established below the confluence of Compton Creek and the Los Angeles River; and

WHEREAS, the City of Compton, an individual NPDES permit holder has indicated a desire to participate in the receiving water and TMDL CIMP at those monitoring locations (collectively referred to as S10, but not including locations solely monitoring outfalls) for individual permit compliance; and

WHEREAS, the Permittees authorized the GWMA to enter into individual separate agreements with such individual NPDES permit holders (which shall not have voting rights in any group relating to the Permittees or the GWMA) for CIMP cost sharing purposes only; and

WHEREAS, the Permit Holder is such an individual NPDES permit holder and desires to obtain monitoring data collected as part of the CIMP at S10 and to share in the costs of the implementation of the CIMP.

WHEREAS, the role of the GWMA is to invoice and collect funds from the Permit Holder to cover a portion of the costs of implementing the CIMP.

WHEREAS, the Permit Holder and the GWMA are collectively referred to as the "Parties."

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permit Holder to cost share in the implementation of the CIMP.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permit Holder.

Section 6. Term. This Agreement shall commence on February 11, 2021 and shall expire on June 30, 2025, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permit Holder to cover a portion of the costs of hiring and paying the Consultant to implement the CIMP.

(b) The GWMA shall administer the Consultant's contract for implementation of the CIMP by contracting with and paying the Consultant.

Section 8. Financial Terms.

(a) The Permit Holder shall pay twelve thousand three hundred dollars ($12,300) plus any applicable Consumer Price Index (CPI) adjustment as defined below ("Annual Payment Amount"), annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected as part of the CIMP. The Annual Payment Amount will be annually adjusted each year based upon the percentage change in the Bureau of Labor Statistics' CPI, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year.

(b) In addition to the Annual Payment Amount, the Permit Holder shall pay the annual GWMA Administrative Fee which is a charge for the Permit Holder's share of the GWMA's staff time for hiring the Consultant and invoicing the Permit Holder, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA Board annually establishes the fee rate for recovering its Administrative Costs. The GWMA Administrative fee rate for GWMA members charged to the Permit Holder shall be anywhere between 0 to 5%.

(c) Permit Holder's first payment is due upon execution of this Agreement and shall cover the current fiscal year. For each successive year, commencing with the 2021-2022 fiscal year, the GWMA shall submit annual invoices to the Permit Holder no later than the April 15th prior to the new fiscal year.

(d) Upon receiving an invoice from the GWMA, the Permit Holder shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(e) The Permit Holder will be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permit Holder is delinquent, the GWMA will: 1) verbally contact the representative of the Permit Holder; and 2) submit a formal letter from the GWMA Executive Officer to the Permit Holder at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permit Holder with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permit Holder shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permit Holder is delinquent in its payment, Permit Holder shall no longer be entitled to the monitoring data collected as part of the CIMP.

(f) Any delinquent payments by the Permit Holder shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permit Holder cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permit Holder.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permit Holder shall defend, indemnify and hold harmless the GWMA and the Permittees and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Permittee) for negligent or intentional acts, errors and omissions committed by the Permit Holder or its officers, employees, and agents, arising out of or related to that Permit Holder's performance under this Agreement, except for such loss as may be caused by GWMA's own negligence or that of its officers, employees, or other representatives and agents, excluding the Consultant.

(b) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permit Holder for the acts or omissions of GWMA's Consultant. The Permit Holder's sole recourse for any act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 11. Termination.

(a) The Permit Holder may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permit Holder shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permit Holder terminates the Agreement and shall not be entitled to any refund of any portion of said Annual Payment Amount. Moreover, unless the Permit Holder provides written notice of termination to the GWMA by the March 30th immediately prior to the new fiscal year, the Permit Holder shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (***e.g.***, If the Permit Holder terminates on April 1, 2021, Permit Holder is responsible for the Annual Payment

Amounts for both FY 2020-2021 and FY 2021-2022. If the Permit Holder terminates on March 25, 2021, the Permit Holder is responsible for its Annual Payment Amount only for FY 2020-2021, not for FY 2021-2022). If the Permit Holder terminates the Agreement, the Permit Holder shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a majority vote of the full GWMA Policy Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permit Holder. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permit Holder.

Section 12. Miscellaneous.

(a) Permit Holder has been accepted as a participant in the CIMP and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees. Participant status entitles Permit Holder only to the monitoring data collected as part of the CIMP for any fiscal year in which the participant has paid its Annual Payment Amount. By entering into this Agreement, neither the GWMA nor its member agencies represent that they condone or support the Permit Holder's business activities or the cause of its discharge.

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace J. Kast
GWMA Executive Officer
Gateway Water Management Authority
16401 Paramount Boulevard
Paramount, CA 90723
Phone: (626) 485-0338
Email: gracekast.gateway@gmail.com

To the Permit Holder:

City of Compton
Attn: Michael L. Antwine II
205 South Willowbrook Avenue
Compton, CA 90220
Phone: (310) 605-5577
Email: mantwine@comptoncity.org

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permit Holder of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permit Holder, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule than an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permit Holder warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permit Holder and has the authority to bind Permit Holder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE:_____

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

_____
Lisa Ann Rapp
GWMA Chair

_____
Nicholas R. Ghirelli
GWMA General Counsel

DATE: _____

PERMIT HOLDER

City of Compton

_____
Signature

_____
Print Name & Title

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SHERWIN WILLIAMS COMPANY FOR THE PURCHASE OF PAINT AND PAINT SUPPLIES FOR CITYWIDE GRAFFITI ABATEMENT IN AN AMOUNT NOT TO EXCEED $15,000

SUMMARY

Adoption of this Resolution will authorize the City Manager to issue a purchase order to Sherwin Williams Company for the purchase of paint and paint supplies for citywide graffiti abatement in an amount not to exceed $15,000.

BACKGROUND

The City of Compton values the quality of life of our community and recognizes the spread of graffiti as a challenge to that goal. The Public Works Street Maintenance Department ("Department") removes graffiti from public property as quickly as possible in order to improve the City's appearance and discourage future graffiti. Residents of the City make hundreds of service requests to remove graffiti from buildings and other surfaces. The Department has found that the best practice is to attempt to remove graffiti within 24 hours of notification.

STATEMENT OF THE ISSUE

The Sherwin Williams Company has reached the $25,000 authorized expenditure threshold for fiscal year 2020-2021. In order for the City Manager to issue a purchase order to Sherwin Williams Company to supply paint and paint supplies for graffiti abatement, City Council approval is needed.

The Public Works Street Maintenance Department ("Department") contacted three reputable paint supply companies for quotes per gallon:

Vendor	**Amount per Gallon of Paint**
Sherwin Williams Company	$20.12
Dunn Edwards	$23.20
Acrylatex Paint	$7.65

While the Sherwin Williams Company does not represent the lowest price, the company supplies paint that is compatible with the Department's paint sprayers and covers the graffiti thoroughly. The Department has tried paint from both the other vendors (Dunn Edwards and Acrylatex), but have found the paint clogs the paint sprayers or is too thin to cover the graffiti.

FISCAL IMPACT

The Public Works Street Maintenance Department has funds available in the 2020-2021 Adopted Fiscal Year Budget for this expenditure in Account Number 1004-720-000-4236 in the amount of $15,000.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution authorizing the City Manager to issue a purchase order to Sherwin Williams Company.

DAMION TIMMONS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SHERWIN WILLIAMS COMPANY FOR THE PURCHASE OF PAINT AND PAINT SUPPLIES FOR CITYWIDE GRAFFITI ABATEMENT IN AN AMOUNT NOT TO EXCEED $15,000

WHEREAS, the City of Compton values the quality of life for our community and recognizes the spread of graffiti as a challenge to that goal; and

WHEREAS, the Public Works Street Maintenance Department ("Department") removes graffiti from public property as quickly as possible in order to improve the City's appearance and discourage future graffiti; and

WHEREAS, the residents of the City make hundreds of service requests to remove graffiti from buildings and other surfaces; and

WHEREAS, the Public Works Street Maintenance Department ("Department") contacted three reputable paint supply companies for quotes per gallon; and

Vendor	Amount per Gallon
Sherwin Williams Company	$20.12
Dunn Edwards	$23.20
Acrylatex Paint	$7.65

WHEREAS, while the Sherwin Williams Company does not represent the lowest price, the company supplies paint that is compatible with the Department's paint sprayers and covers the graffiti thoroughly; and

WHEREAS, the Department has tried other vendors that supply paint, but have found the paint either does not cover the graffiti or clogs the paint sprayers; and

WHEREAS, the Sherwin Williams Company has reached the $25,000 authorized expenditure threshold for fiscal year 2020-2021; and

WHEREAS, in order for the City Manager to issue a purchase order to the Sherwin Williams Company to supply paint and paint supplies for graffiti abatement, City Council approval is needed; and

WHEREAS, funding for this expenditure is available in the 2020-2021 Adopted Fiscal Year budget in Account Number 1004-720-000-4236.

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

Section 1. That the City Manager is hereby authorized to issue a purchase order in the amount of $15,000 to Sherwin Williams Company for the purchase of paint and paint supplies for citywide graffiti abatement.

Section 2. That funding for this expenditure is available in the 2020-2021 Adopted Fiscal Year budget in Account Number 1004-720-000-4236 in the amount of $15,000.00

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

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL AND PURCHASE OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2021-2022 AND AUTHORIZE AN ACTUARIAL STUDY ($2,020,271)

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to execute an insurance binder with the City's insurance broker, Alliant Insurance Services ("Alliant"), for renewal of the following policies of insurance for Fiscal Year 2021-2022: Crime, Directors and Officers/Employment Liability, Property, Difference In Conditions, Excess Workers' Compensation, Excess General Liability, Auto Physical Damage, Dial-A-Ride Auto, Excess Cyber Security, Deadly Weapon Response, and Pollution Liability. Additionally, the Council shall consider reinstatement of the Athletics General Liability and Special Events policies, and authorizing Eight Thousand Dollars ($8,000.00) to conduct an actuarial study.

Staff is recommending that the Council authorize the issuance of a purchase order to Alliant and/or First Insurance Funding Corporation ("First Insurance") in the amount of Two Million Twenty Thousand Two Hundred Seventy- One Dollars and No Cents ($2,020,271.00) for financing of the costs of the premium for all lines of insurance indicated above, including an estimated Five Thousand Dollars ($5,000.00) premium for the Special Events policy reinstatement, adding additional earthquake coverage under the Shake and Pay program, and paying for an actuarial study. It is further recommended that the City Manager be authorized, if fiscally practical, to accelerate the payments to avoid finance charges.

BACKGROUND

The City of Compton is currently insured for the policies listed above (excluding the Special Events GL policy, Shake and Pay coverage, and Athletics policy) through June 30, 2021. The Crime policy insures the City against crimes of theft or fraud that could be perpetrated by employees, while Directors and Officers/Employment Liability insurance protects management and elected officials against judgments and in the defense of lawsuits that may be filed against the City for claims such as discrimination.

The City maintains Excess General Liability insurance to offset payment of any liability claim filed against the City in excess of the City's self-insured retention level of $1,000,000.00.[1] Property insurance is necessary to insure coverage to the City's property against damages that may occur such as fire or business interruption, and Difference in Conditions insurance covers damage to the City's property in the event of earthquake or flood. Excess Workers' Compensation Insurance covers the City in the event a workers' compensation claim exceeds the City's self-insured retention level of $1,000,000.00, while Athletics Liability covers parks and recreation athletic events. However, over-night camping events, pyrotechnics (fireworks), and events that include animal rides and skateboarding events are excluded from the Athletics Liability policy due to the inherent risks. Additionally, entertainment events which include celebrities are also excluded; however, some of these excluded events could be covered under the Special Events policy which is up for renewal this year.

The City's Dial-A-Ride vehicles are insured through the Auto Physical Damage policy, although coverage for the Dial-A-Ride vehicles is limited to within 100 miles from the City Hall parking lot. Commercial Auto Physical Damage insurance covers losses to all scheduled vehicles in the City's fleet.

The Deadly Weapon Response Program insures against incidents involving active shooters (such that we saw with San Bernardino County employees in 2015). The Excess Cyber option shores up our current cybersecurity coverage to guard against the increased expenses associated with damage to City infrastructure. The pollution liability coverage is added onto the City's existing property insurance coverage and protects the City against liability for sewage leaks and the release into the environment of dangerous materials.

Staff also recommends reinstatement of the City's Athletics General Liability and Special Events policies. These policies were not renewed in the last fiscal year due to the cessation of activities due to COVID-19. As the state and local restrictions are being phased out and the City plans to reinstate recreation activities and plan other special events, coverage for these activities will be necessary in the 2021-2022 fiscal year.

Council is also being asked to consider adding additional earthquake coverage under the Shake and Pay policy. This coverage is not intended to replace our current policy, but instead would be added to provide the City with an immediate

[1] When finalized, this self-insured retention limit may increase to $2,000,000 depending upon carrier appetite and cost savings.

influx of cash in the event of an earthquake that can be used to help pay the deductible, replace loss of tax revenues and other direct and indirect financial losses incurred as a result of earthquake damage.

STATEMENT OF ISSUE

It is routine for municipalities to maintain the types of insurance coverage described above to protect all municipal interests. The City's insurance policies will expire on June 30, 2021; thus, it is vital to renew these policies in order to continue the protections afforded thereby. Consolidating policies in this way tends to guarantee that major coverage, such as excess general liability, property, earthquake, flood and excess workers' compensation, are managed without the worry or hazards of lapses in coverage periods.

The insurance industry constantly reviews individual as well as national client loss statistics and compares them against and with other factors to determine rates. Positive factors affecting the City's insurance portfolio include increased efficient claims reporting, effective risk analysis and coverage choices, positive claims experience in our policies such as Dial-A-Ride Auto, Difference in Conditions, and Excess Workers' Compensation.

This year, premiums have increased overall by approximately 10%, which can be attributed to industry wide losses, class and rate increases, and fewer carrier options. Staff met with the City's insurance broker to discuss all options, and solicited multiple bids to find the most competitive options to mitigate these increases.

The City would also continue to benefit greatly from an actuarial study to determine the "Incurred But Not Reported" ("IBNR") on the general liability and workers' compensation claims. With a more clear analysis of the amount projected to pay claims, the City will have a better picture of insurance budgeting needs for the future. Also, insurance companies like to know IBNR when pricing liability and workers' compensation excess insurance, and based on the results from prior studies, the City's decrease in IBNR liability assists the City in securing more favorable terms. Therefore, it is requested that an additional $8,000.00 be authorized for an actuarial study.

FINANCIAL IMPACT

The total insurance premium for the policies of insurance specified above for Fiscal Year 2021-2022 (i.e. July 1, 2021 through June 30, 2022), shall not exceed **$2,012,271.000**, which includes all funding finance charges and an estimated

$5,000.00 for the Special Events policy. It is also requested that the additional $8,000.00 be authorized for an actuarial study. The Special Events GL policy will not be included in the Finance Agreement payment plan.

Funds for the renewal of these insurance policies will be available in the 2021-2022 Fiscal Year budget of the City Attorney's Office as follows:

Account No.	**Description**	**Amount**
6400 420 000 4268	Insurance Liability	$1,680,000.00
6300 420 000 4268	Workers' Compensation	$ 256,271.00
2000 420 000 4268	Prop A	$ 76,000.00
	Total	**$2,012,271.00**

Funding for the actuarial study in the amount of $8,000.00 will be available in the City Attorney's Office Fiscal Year budget of 2021-2022 Account No. 6400 420 000 4269.

RECOMMENDATION

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

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL AND PURCHASE OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2021-2022 AND AUTHORIZE AN ACTUARIAL STUDY ($2,020,271)

WHEREAS, the City's insurance policy portfolio consists of coverage for Crime, Directors and Officers/Employment Liability, Property, Difference in Conditions, Excess Workers' Compensation, Excess General Liability, Auto Physical Damage, Dial-A-Ride Auto, Deadly Weapons Response Program, Excess Cyber, and Pollution Liability; and

WHEREAS, the City's current policies expire June 30, 2021; thus, it is vital that these policies are bound prior to July 1, 2021 to avoid interruptions in coverage for Fiscal Year 2021-2022; and

WHEREAS, the City may opt to add to its portfolio the Shake and Pay policy and reinstate its Special Events and Athletics General Liability policies, bringing the total renewal cost to an amount not to exceed $2,012,271.00; and

WHEREAS, inclusive of the $2,012,271.00 are the finance charges required for the City to arrange a payment plan with First Insurance Funding for renewal and reinstatement of the policies for Fiscal Year 2021-2022 (reinstatement of the Special Events policy is not subject to finance charges and is estimated at $5,000.00); and

WHEREAS, the City would benefit greatly from an actuarial study for a more clear analysis of the amount projected to pay liability and workers' compensation claims; and

WHEREAS, funding for these expenditures will be available in the 2021-2022 Fiscal Year budget of the City Attorney's Office.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to execute an insurance binder with Alliant Insurance Services for the renewal and purchase of the following insurance policies: Crime, Directors and Officers/Employment Liability, Excess General Liability, Property, Difference In Conditions, Excess Workers' Compensation, Auto Physical Damage and Dial-A-Ride Auto, Deadly Weapons Response Program, Excess Cyber, Pollution Liability, and Shake and Pay, with financing through First Insurance Funding for the Fiscal Year 2021-2022 (i.e. July 1, 2021 through June 30, 2022); reinstatement and purchase of the Athletics General Liability and Special Events policies for Fiscal Year 2021-2022; and purchase of an actuarial study.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is further authorized to have an actuarial study conducted.

Section 3. That a total of purchase order(s) in the amount of Two Million Twelve Thousand Two Hundred Seventy-One Dollars and No Cents ($2,012,271.00) is authorized to be issued to Alliant Insurance Services and/or First Insurance Funding Corporation.

Section 4. That, further, a purchase order in the amount of Eight Thousand Dollars ($8,000.00) is authorized to be issued to Alliant Insurance Services and/or First Insurance Funding Corporation to conduct an actuarial study.

Section 5. That funds for these expenditures will be available in the 2021-2022 Fiscal Year budget in the following account numbers:

Insurance policy renewals:

Account No.	Description	Amount
6400 420 000 4268	Insurance Liability	$1,680,000.00
6300 420 000 4268	Workers' Compensation	$ 256,271.00
2000 420 000 4268	Prop A	$ 76,000.00
	Total	**$2,012,271.00**

Actuarial Study:

Account No.	Amount
6400 420 000 4269	$8,000.00

Section 6. That a certified copy of this Resolution will be filed in the offices of the City Manager, City Attorney, City Clerk and City Controller.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

That said Resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: REQUEST TO SCHEDULE PUBLIC HEARING: PROPOSED AMENDMENTS TO PARKING METER ORDINANCE; INCREASE PARKING METER RATES.

[Tuesday, July 6, 2021 @ 5:40 p.m.]

The City Council will consider a request to schedule a public hearing on **Tuesday, July 6, 2021 at 5:40 p.m.** to hear public comments and elicit feedback on a proposed change to increase parking meter rates.

Parking meters are used to control valuable space on public streets and optimize the turnover of spaces on busy streets during peak hours. Revenues from parking meters may be used not only in defraying the expenses of installation, operation, and control of such parking spaces and parking meters, but also those incurred in the control of traffic and enforcement of traffic regulations. Currently, there are no operating parking meters in the City. The proposed ordinance, if adopted, will establish the Civic Center area (various blocks of Willowbrook Avenue, Myrrh Street, Acacia Avenue and Compton Boulevard) of the City as a parking meter zone. This will ensure parking availability for visitors in an area of the City that suffers from high parking occupancy and will generate revenue to recover operational costs.

Parking meter rates were established on December 7, 1993 by Ordinance No. 1,910 (codified at Section 12-8 of the Compton Municipal Code). The parking meter rates are currently set at:

- $.05 for six (6) minutes;
- $.25 for thirty (30) minutes;
- $.50 for (60) minutes.

Parking meter rates have not kept pace with technology or with inflation. Since the adoption of Section 12-8 in 1993, parking meters have evolved from coin mechanical devices to parking meters that utilize smart technology, offer contactless payment options and accept multiple forms of payment (debit card, credit card) in addition to coins. In order to be up-to-date with modern developments in parking meter technology and equipment, the City is proposing to increase parking meter rates to $.50 for every thirty minutes that the parking space is occupied (up to the maximum time limit allowed for the parking meter zone). If the City is charged a convenience fee for accepting parking meter

payments made via credit card, debit card, mobile payment or any other electronic commerce technology, the City proposes to collect or authorize the third party providing such electronic payment service to collect the convenience fee from the person making the electronic payment. In addition to the convenience fee, it is proposed that there be a one dollar ($1.00) minimum for electronic payments made for use of a parking meter space.

The City proposes to increase parking meter fees to offset the estimated costs of the purchase and installation of single and/or multi space parking meters for 55-60 parking spaces in the Civic Center area of the City. After these costs are recovered, the City's plan is to use the revenue generated from the parking meters for ongoing expenses such as repairs, maintenance (i.e. battery and equipment replacement), wireless communication costs and any other costs related to the operation of parking meters. The proposed meter rates will remain at or below the parking meter rates of nearby cities (i.e. Inglewood, Huntington Park, Long Beach).

On July 6, 2021, staff intends to bring to the City Council for consideration and action an Ordinance Amending Compton Municipal Code Section 12-8 (Parking Meters) in its entirety.

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: REQUEST TO SCHEDULE PUBLIC HEARING FOR:
Mitigated Negative Declaration Case No. 948
Change of Zone/Specific Plan Case No. 2020-002
Tentative Tract Map No. 83170, Case No. 2021-001

The applicant, The Olson Company, is proposing a 29-unit detached Townhouse style single family development at 1950 N. Central Ave and is requesting the following actions: 1) to amend the City of Compton Zoning Map to change the existing zoning of 1950 N. Central Ave from “LDR” (Low Density Residential) to “SP” (Specific Plan) and create a 29-unit detached Townhome condominium subdivision.

Staff requests that Council schedule a public hearing on this matter for **Tuesday, July 13, 2021** at **5:35 p.m**.

ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED BY:

CRAIG J. CORNWELL
CITY MANAGER

June 22, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 12-4.4 (PARKING FOR MORE THAN SEVENTY-TWO CONSECUTIVE HOURS PROHIBITED) OF THE COMPTON MUNICIPAL CODE

SUMMARY

Adoption of the attached ordinance will amend Section 12-4.4 of the Compton Municipal Code ("Municipal Code") in its entirety to provide that vehicles that are parked or left standing on any street or alley for more than 72 hours are subject to being cited and/or removed.

BACKGROUND

Vehicles which have been "parked" or "left standing" on any street, alley or public way for more than seventy-two (72) hours are subject to removal per California Vehicle Code Section 22651(k) and Compton Municipal Code Section 12-4.4. Currently, any vehicle in violation of the City's Municipal Code is issued a warning notice and subsequently scheduled for towing if the vehicle is not moved within the time frame allowed by law. Although the City is authorized by state law to impose a civil penalty for violation of this section, the City's schedule of parking violations, fines and late penalties adopted by the City Council (Chapter 12-6 last amended by Ordinance No. 2,222 on August 9, 2011) does not include a fine or penalty amount for violating Section 12-4.4 of the Municipal Code.

STATEMENT OF THE ISSUE

Parking spaces in the City can be limited and at times highly impacted because drivers often move their vehicle short distances to evade violation of Compton Municipal Code Section 12-4.4. For example, drivers circumvent complying with the restriction by moving their vehicle a few inches or a few feet prior to the expiration of the seventy-two (72) hour limit to reset the seventy-two (72) hour clock. As a result, the City receives numerous complaints from concerned residents about vehicles that may be considered abandoned because they have been parked for an extended period. The current enforcement method requires the utilization of limited resources to respond to these complaints that do not result in citations or in deterring individuals from violating the City's Municipal Code.

The proposed amendment to Compton Municipal Code Section 12-4.4 mirrors the provisions in other California jurisdictions (i.e., Pasadena, Long Beach, and Carson) that clearly define the specific distance a vehicle must move within a seventy-two (72) hour period. Staff recommends that Section 12-4.4 of the City's Municipal Code be amended in its entirety so that a vehicle is considered "parked" or "left standing" for seventy-two

(72) or more consecutive hours if it has not been moved more than two-tenths (2/10) of a mile (1,056 feet or 352 yards) from its original stopped, parked or standing position.

If the proposed amendment is approved for adoption, enforcement methods will include a warning notice that a vehicle is to be moved 2/10 of a mile from its original stopped, parked or standing position within seventy-two (72) hours. If the vehicle remains parked or left standing beyond the allotted time on the warning notice, a citation may be issued and/or the vehicle removed.

FISCAL IMPACT

As authorized by California Vehicle Code Section 40203.5, staff will bring forward in a subsequent City Council meeting, an ordinance updating the schedule of fines for parking violations, including establishing a fine and late penalty for the violation of Municipal Code Section 12-4.4.

RECOMMENDATION

Staff recommends that the City Council adopt the attached proposed ordinance amending Compton Municipal Code Section 12-4.4.

DAMON BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 12-4.4 (PARKING FOR MORE THAN SEVENTY-TWO CONSECUTIVE HOURS PROHIBITED) OF THE COMPTON MUNICIPAL CODE

WHEREAS, vehicles which have been "parked" or "left standing" on any street, alley or public way for more than seventy-two (72) hours are subject to removal pursuant to California Vehicle Code Section 22651(k) and Compton Municipal Code Section 12-4.4; and

WHEREAS, parking spaces in the City can be limited and at times highly impacted because drivers often move their vehicle short distances to evade violation of Compton Municipal Code Section 12-4.4, which currently does not specify a distance that the vehicle must be moved nor provide for a fine or penalty for failure to move a vehicle; and

WHEREAS, the City receives numerous complaints from concerned residents about vehicles that may be considered abandoned because they have been parked for an extended period; and

WHEREAS, the City desires to amend Section 12-4.4 of the Compton Municipal Code to specify the exact distance (2/10 of a mile or 1,056 feet or 352 yards) a vehicle must move from its original stopped, parked or standing position within a seventy-two (72) hour period; and

WHEREAS, enforcement efforts will include a warning notice that a vehicle is to be moved 2/10 of a mile from its original stopped, parked or standing position within seventy-two (72) hours and if the vehicle remains parked or left standing beyond the allotted time on the warning notice, a citation may be issued and/or the vehicle removed.

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

Section 1. That Section 12-4.4 (Impounding Vehicles Parked on Streets) of Chapter XII of the Compton Municipal Code is hereby amended in its entirety to read as follows:

Section 12.4-4 Parking for More Than 72 Consecutive Hours Prohibited

Any vehicle which has been parked or left standing on any street, alley, or public way for a period longer than 72 consecutive hours after notice that the vehicle must be moved, may be cited and/or removed to permit the efficient flow of traffic or ensure public safety and convenience by any peace officer or regularly employed and salaried employee authorized to enforce parking laws and regulations of the City, provided such peace officer or employee complies with the provisions of Section 22651 of the Vehicle Code of the State of California. The notice shall reference this Code Section, the location of the vehicle at the time, the date of the notice and the approximate hour of posting.

For purposes of this Section, a vehicle shall be deemed to be parked or left standing when such vehicle has not been moved more than 2/10 of a mile (i.e. 1,056 feet or 352 yards) within 72 consecutive hours.

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, Community Improvement Department, City Attorney and the Los Angeles County Sheriff's Department, Compton Station.

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 _____, 2021.

_____
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 verify that the foregoing Ordinance 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 _____, 2021

That said Ordinance 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

June 22, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XII (TRAFFIC REGULATIONS) TO ADD SECTION 12-10 TO RESTRICT OVERSIZED VEHICLE PARKING ON CITY STREETS

SUMMARY

The City Council will consider adopting an ordinance that will amend Chapter 12 of the Compton Municipal Code ("Municipal Code") to add Section 12-10 to restrict the parking of oversize vehicles on City Streets.

BACKGROUND

California Vehicle Code Section 22507 authorizes cities to regulate vehicle parking within their jurisdiction. In accordance with this authority, the City of Compton regulates the parking of large vehicles in Section 12 of the Municipal Code. Generally, on street parking spaces within the City are 16-22 feet in length. Many vehicles exceed this length and continue to park on City streets. As a result, the City receives numerous complaints from concerned residents about large and oversize vehicles that take up parking spaces, vehicles that occupy multiple parking spaces and vehicles that reduce site distance or visibility at intersections.

STATEMENT OF THE ISSUE

Many large and oversized vehicles may exceed 22 feet in length but do not meet the definition of vehicles currently restricted by the Municipal Code. At present, staff takes enforcement action on large and oversized vehicles if the vehicle meets the definition of a commercial vehicle as defined in the Municipal Code[1], which are prohibited from parking on City streets or if the vehicle has been parked for more than 72 hours, which is prohibited by Section 12-4.4 of the Municipal Code.

The proliferation of these large oversized vehicles on public streets raises public safety concerns, including the obstruction of access to rights-of-way, reduced site distance, reduced visibility at intersections, all of which have a detrimental effect on the public health, safety, welfare and quality of life in the City. Certain neighborhoods and areas of the City do not have sufficient on or off-street spaces to accommodate the parking of

[1] Commercial vehicles with a gross vehicle weight rating of 6,000 or 10,000 pounds or more are prohibited from standing or parking on any City street. These restrictions do not apply to any commercial vehicle that is also an emergency vehicle, a recreational vehicle parked on private property or a vehicle involved in the delivery of goods or materials.

vehicles and the proliferation of oversized vehicles parked in the limited supply of spaces reduces parking spaces for other uses. Staff recommends amending the City's existing regulations to address these concerns. The attached proposed ordinance includes the following (non-inclusive) provisions that are to be added as Section 12-10 to the Municipal Code:

1. The term "oversized vehicle" is defined by its physical characteristics - any vehicle that exceeds 22 feet in length and/or seven (7) feet in width and/or seven (7) feet in height. This definition will include any camp trailer, camper, fifth wheel travel trailer, house car, mobile home, trailer coach. An oversized vehicle does not include pickup trucks or sport utility vehicles that are fewer than 25 feet in length.

2. The parking of "oversized vehicles" will be restricted on any City streets or portions of such streets in areas where the Public Works Department has caused signs or markings giving adequate notice of the restriction to be placed, subject to certain exceptions.

Restricting the parking of oversized vehicles will mitigate the public safety concerns associated with the parking of oversized vehicles, will increase the availability of parking for City residents and visitors and will preserve the character of neighborhoods to benefit the health, safety and welfare of City residents.

FISCAL IMPACT

As authorized by California Vehicle Code Section 40203.5, staff will bring forward in a subsequent City Council meeting an ordinance updating the schedule of fines for parking violations, including establishing fines and late penalties for the violation of Municipal Code Section 12-10.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Ordinance amending Municipal Code Section 12-10.

DAMON BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XII (TRAFFIC REGULATIONS) TO ADD SECTION 12-10 TO RESTRICT OVERSIZED VEHICLE PARKING ON CITY STREETS

WHEREAS, the State of California has preempted the field of traffic regulations and provides that a local authority shall not enact or enforce any ordinance or resolution on matters covered by the California Vehicle Code ("Vehicle Code") unless expressly authorized; and

WHEREAS, the Vehicle Code expressly authorizes local authorities to prohibit or restrict the stopping, parking, or standing of vehicles, including, but not limited to, vehicles that are six feet or more in height (including any load thereon) within 100 feet of any intersection on certain streets or highways, or portions thereof, during all or certain hours of the day, provided that signs or markings giving adequate notice thereof have been placed; and

WHEREAS, the proliferation of oversized vehicles parked on public streets raises public safety concerns, including the obstruction of access to rights-of-way, reduced site distance, reduced visibility at intersections, all of which have a detrimental effect on the public health, safety, welfare and quality of life in the City; and

WHEREAS, certain neighborhoods and areas of the City do not have sufficient on or off-street space to accommodate the parking of vehicles and the proliferation of oversized vehicles parked in the limited supply of spaces reduces parking spaces for other uses, which adversely affects residents; and

WHEREAS, restricting the parking of oversized vehicles will mitigate the public safety concerns associated with the parking of oversized vehicles; will increase the availability of parking for City residents and visitors; and, will preserve the character of neighborhoods to benefit the health, safety and welfare of City residents; and

WHEREAS, the City wishes to restrict oversized vehicles on City streets pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, and the City Council has the authority to enact and enforce ordinances and regulations for the public peace, morals and welfare of the City and its residents; and

WHEREAS, the City Council determines that this ordinance is a matter of City-wide importance and necessary for the preservation and protection of the public peace, health, safety and/or welfare of the community and is a valid exercise of the local police power and in accord with the public purposes and provisions of applicable State and local laws and requirements; and

WHEREAS, the City Council finds and determines that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2), 15060(c)(3) and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility that it may have a significant effect on the environment, and because it is not a "project," as that term is defined in Section 15378 of the State CEQA Guidelines.

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

Section 1. That Chapter 12-10 ("Traffic Regulations") of the Compton Municipal Code is hereby amended to add Section 12-10 ("Parking of Oversized Vehicles – Restricted") to read as follows:

12-10 PARKING OF OVERSIZED VEHICLES – RESTRICTED

12-10.1 Definitions. The following words and phrases shall have the meaning set forth in this Section.

"Bus" shall mean a bus as defined in California Vehicle Code Section 233; a school bus as defined in California Vehicle Code Section 545; a transit bus as defined in California Vehicle Code Section 642; a bus regulated by the Department of Motor Vehicles pursuant to California Vehicle Code Section 34500(c); a tour bus regulated by the Department of Motor Vehicles pursuant to California Vehicle Code Section 34500.1, or a bus of a charter-party carrier with a valid permit issued pursuant to California Public Utilities Code Section 5375.

"Loading and Unloading" shall mean loading or unloading passengers or materials to or from an oversized vehicle, including the activities required to prepare the vehicle for travel or storage.

"Oversized vehicle" means any of the following:

(a) Any motorized vehicle, as that word is defined in California Vehicle Code Section 670, or a combination of motorized vehicle(s) and/or non-motorized vehicle(s), including any attached trailers, vehicles or loads thereon, which exceed 22 feet in length and/or seven (7) feet in width and/or seven (7) feet in height. An oversized vehicle does not include pickup trucks or sport utility vehicles that are fewer than 25 feet in length.

(b) Any camp trailer, camper, fifth wheel travel trailer, house car, mobile home, trailer coach, as defined in California Vehicle Code Sections 242, 243, 324, 362, 396, 635, or successor statutes, or any recreational vehicle, as defined by California Health and Safety Code Section 18010 or successor statute.

12-10.2 Restriction on Oversized Vehicle Parking.

No person shall stop, stand, park or leave standing any oversized vehicle on any streets or portions of streets in areas where the Public Works Department has caused signs or markings giving adequate notice of the restriction to be placed, except as provided in subsection 12-10.3. An oversized vehicle in violation of this Section (12-10) may be cited and/or removed to permit the efficient flow of traffic or ensure public safety and convenience by any peace officer or regularly employed and salaried employee authorized to enforce parking laws and regulations of the City, provided such peace officer or employee that causes the removal of the oversized vehicle complies with the provisions of Section 22651 of the Vehicle Code of the State of California.

12-10.3 Exceptions to Restriction on Oversized Vehicle Parking.

(a) Any vehicle belonging to or under contract with federal, state, or local government authorities, or a public utility, and any emergency vehicle as defined by California Vehicle Code Section 165, that is parked while the operator of the vehicle is conducting official business.

(b) Any bus that is parked for no longer than two (2) hours, and any bus in an area specifically posted to allow bus parking for a prescribed time.

(c) Oversized vehicles involved in an emergency or being repaired under emergency conditions. Emergency parking may be allowed for 24 consecutive hours where an oversized vehicle is left parked on a City street because of mechanical breakdown or because of physical incapacity of the driver or owner.

(d) Oversized vehicles actively engaged in loading and unloading of persons, merchandise, wares, supplies, goods or other materials in the course of construction or other work from or to an adjacent residence or building for no longer than one (1) hour. Oversized vehicles actively engaging in loading and unloading shall park at the street curb immediately adjacent to the residence or building, or within 400 feet of the residence or building if the area is not available for parking due to curb configuration or codified parking restrictions.

(e) Oversized vehicles parked or standing in connection with, and in aid of, the performance of a service to or on a property in the block in which such oversized vehicle is parked.

(f) Any oversized vehicle properly displaying a valid distinguishing disabled placard or license plate issued pursuant to the California Vehicle Code; however such vehicle shall be subject to all applicable parking restrictions in the California Vehicle Code and the Compton Municipal Code.

12-10.4 Measurement of Oversized Vehicles.

An oversized vehicle is any vehicle or combination of vehicles that exceeds 22 feet in length and/or 84 inches in width and/or 84 inches in height. An oversized vehicle is measured as follows:

(a) Length is measures as follows:(1) for a single vehicle, from the leading edge of the front bumper to the trailing edge of the rear bumper, including any cab or camper shell that overhangs the rear bumper, or (2) for a combination of vehicles, from the leading edge of the front bumper of the towing vehicle to the trailing edge of the rear bumper or body (whichever is longer) of the towed vehicle or trailer.

(b) The width is measured at the widest point of the vehicle or trailer body, including any cab or camper shells and flares around wheel wells.

(c) The height is measured from the bottom of the tire to the top of the vehicle or trailer roof or skylight, at its highest point. The height includes any cab or camper shell that has been placed on the vehicle.

(d) To determine the length, width or height of a vehicle defined in this section, any extension to the vehicle caused by lights, mirrors or attachments allowed by Section 35109, 35110 or 35111 of the California Vehicle Code, or successor statutes, shall not be included. In addition, trailer hitches, winches and racks, as well as items secured to racks such as bicycles, are not included in measuring length. Roof racks, as well as items secured to roof racks, such as bicycles, surfboards, luggage or kayaks, are not included in measuring height.

12-10.5 Nuisance Declared.

The City Council finds, determines and hereby declares that parking oversized vehicles in violation of this Section 12-10 constitutes an immediate threat to the public health, safety and general welfare, thereby creating a public nuisance.

Section 2. This Ordinance is exempt from CEQA pursuant to Section 15060(c)(2), 15060(c)(3) and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility that it may have a significant effect on the environment, and because it is not a “project,” as that term is defined in Section 15378 of the State CEQA Guidelines.

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, Community Improvement Department, City Attorney and the Los Angeles County Sheriff's Department, Compton Station.

Section 4. 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. 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 _____, 2021.

_____
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 verify that the foregoing Ordinance 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 _____, 2021.

That said Ordinance 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

JUNE 22, 2021

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

FROM: **COMMUNITY DEVELOPMENT DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING GENERAL PLAN AMENDMENT CASE NO. 2020-004, A REQUEST TO CHANGE THE LAND USE DESIGNATION ON THE LAND USE MAP FROM GENERAL COMMERCIAL (GC) AND LOW DENSITY RESIDENTIAL (LR) TO SPECIFIC PLAN (SP) FOR 501-601 EAST COMPTON BOULEVARD, ADOPTING A MITIGATED NEGATIVE DECLARATION, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM**

SUMMARY

Adoption of General Plan Amendment 2020-04, will amend the 1991 General Plan Land Use Element Map by changing the Land Use Designation from General Commercial (GC) and Low Density Residential (LDR) to Specific Plan (SP) for APN's 6166-022-900-905, 6166-023-900-904: located at 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue, and the area subject to the related street vacation no. 20-003 (the "Project Site").

BACKGROUND

KBK Enterprises, LLC is requesting that the City Council adopt the proposed General Plan Amendment (GPA) changing the Land Use Designation of the Project Site from GC and LDR to SP to allow the applicant to develop a high-density, mixed-use project.

This general plan amendment is necessary to facilitate a proposed development project that will have 290 residential units, 7,700 square feet of ground floor commercial space, a 40,000 square foot innovation center, and a four-level parking structure (the "Project"). The Project will also have amenities such as rooftop gardens, outdoor BBQ grilling facilities, a swimming pool, and exercise room.

The City of Compton is concurrently preparing with the MTA, the Compton Station Specific Plan (CSSP). This is a transit-oriented development plan that will cover all the land within a half-mile of the Metro Compton Station located on Willowbrook Avenue. The CSSP aims to encourage a mixture of land uses, a variety of housing types for residents with varying income levels and buildings constructed at a higher height and density.

The proposed Project for which this general plan amendment is being considered is located within the CSSP. Both the Project and the GPA will be consistent with the goals and aims of the CSSP to redevelop downtown Compton to create a more vibrant, walkable downtown with more pedestrian friendly plazas, more market rate housing, and affordable units.

STATEMENT OF THE ISSUE

The current general plan land use designations for the Project Site, are General Commercial and Low Density Residential. While both serve a specific purpose these land uses are not conducive to high density mixed-use projects. The proposed GPA will create the opportunity for a high density residential and commercial land use to be developed on the same property.

The 501/601 E. Compton Blvd. Specific Plan (SP), as proposed for the Project Site, is necessary for the success of the proposed Project for several reasons. The GPA is necessary because it will combine two land use designations into one allowing for greater land use flexibility and design creativity. The current land use designations for the Project Site are Low Density Residential (LR) and General Commercial. The LDR designation only permits the construction of single-family homes. Having the ability to develop projects that are more than two stories in height and have a high residential density are essential to developing a downtown core that is the city's civic and cultural center. The change from LDR to SP will allow greater housing diversity permitting the Project to provide housing for the various income levels of those who live within the city.

Passage of the GPA will also have positive environmental, economic, and fiscal impacts for the community. The Project will be less than a ½ mile from a light rail station and major bus routes. The proposed GPA will encourage residents to live in a downtown where they are not dependent on automobiles for transportation and can use public transportation such as the MTA bus or light rail. This will have a significant effect in reducing the city's pollution, carbon footprint, and greenhouse gas emissions and thereby improving the environment.

The 501/601 E. Compton Blvd Specific Plan will satisfy and accomplish many of the goals and policies of the General Plan. The current General Plan consists of several General Plan Elements that discuss specific areas such as Land Use and Circulation. Each element has goals and policies that serve as the guide for future development in the city. The proposed specific plan that will be implemented with this GPA will achieve many of the goals of several elements in the general plan.

For the reasons set forth above, approving the proposed GPA will allow the Specific Plan to satisfy the following General Plan Element Goals and Policies:
Land Use Element, Goal 1: *Revitalize Compton, and create a safe, attractive, desirable community which attracts new businesses and residents of all income ranges.*
Land Use Element, Policy 1.6*: Promote quality design in new development projects.*
Land Use Element, Policy 1.8: *Use specific plans and similar planning approaches as means to focus revitalization efforts on target neighborhoods.*
Land Use Element, Policy 2.4: *Create an identifiable Central Business District around the existing government center*
Land Use Element Policy 4.3: *Include necessary infrastructure improvements in project plans and funding arrangements in areas targeted for redevelopment and revitalization.*
Land Use Element, Policy 4.6: *Allow for integrated, mixed use developments which locate retail and service commercial uses within easy walking distance of the residential neighborhoods they are intended to serve.*

Housing Element, Goal 1: *The City of Compton will improve the housing supply and the choice of housing opportunities through private investment and, where necessary, through public action and financing.*

Housing Element, Goal 4: *The City of Compton will encourage development of a viable urban community consistent with orderly growth and environmental conservation to provide suitable living environments, with access to employment, community facilities, and services.*
Housing Element, Policy 4.1: *The City of Compton will reserve the existing residential neighborhoods and provide areas to accommodate new residential development.*
Housing Element, Policy 2.3: *The City of Compton will encourage variety in the supply of housing at costs affordable to the various income levels of the population.*

Urban Design Element, Goal 1: *Improve the City's image and appearance through a combination of design guidelines and regulations, public investment, and private incentives.*
Urban Design Element, Goal 2: *Eliminate blighting conditions and neighborhood deterioration Citywide to achieve an improved urban environment.*
Urban Design Element, Policy 2.3: *Encourage mixed use residential and retail/service commercial developments along Compton and Rosecrans Boulevards and Wilmington Avenue.*

Circulation Element, Goal 6: *Encourage bicycle and pedestrian travel as an alternative to motorized transportation.*
Circulation Element, Policy 6.2: *Allow for mixed use developments which integrate residential and compatible non-residential uses, and ensure such developments incorporate features which facilitate bike use and pedestrian travel.*
Circulation Element, Policy 1.5: *Provide commercial areas that are conducive to pedestrian and bicycle circulation.*

Environmental Review:

In accordance with the California Environmental Quality Act ("CEQA"), California Public Resources Code, Division 13 §21000 et seq., an Initial Study for the Project was prepared by Impact Sciences Environmental Consultants on behalf of the City. The City of Compton, in its capacity as Lead Agency, has determined that the proposed Project requires a Mitigated Negative Declaration and mitigation-monitoring plan, as part of its environmental review.

A Mitigated Negative Declaration ("MND") is a determination that the proposed project will not have a significant effect on the environment with the implementation of the 7 mitigation measures. The proposed General Plan Amendment was included as part of the MND review and analysis, along with the related Change of Zone, Specific Plan and street vacation.

The initial study/MND environmental document was posted in the Los Angeles County Clerk's Office in Norwalk, posted on the Compton Community Development Department's webpage and circulated to service providers, public agencies and adjacent property owners for a thirty (30) day public review period from April 26, 2021 to May 27, 2021.

Another item discussed in the SP zone is street mobility. The SP zone discusses the importance of motorists and pedestrians having easy circulation around the project site. A Traffic Impact Analysis/Study was prepared by Iteris Traffic Engineering Group. The report evaluated the potential traffic impacts created by the proposed development in terms of level of service (LOS). Although the CEQA analysis is based on vehicle miles traveled (VMT) the LOS is used to consider general plan conformity and to determine whether conditions of approval are warranted. According to the report is it estimated that the proposed Project when completed and occupied will generate an increase of up to 1,247 new daily vehicle trips with 106 trips during the am peak hour and 132 trips during the pm peak hour. The two intersections that were studied were Alameda St. and Compton Blvd. and Santa Fe Ave. and Compton Blvd.

The study evaluated the potential traffic growth based on the current street configuration of the studied intersections and added future traffic conditions. The projected traffic numbers were then analyzed by using both Level of Service (LOS) and Vehicle Miles Traveled (VMT) standards and determined that no significant traffic impacts would be caused by the proposed development. The traffic study identified the intersections of Alameda and Compton Blvd. and Santa Fe and Compton Blvd. as major traffic areas. The study results show that the intersections would maintain their current levels of service even with the existence of the Project, which is slated to open in 2024. The intersections Alameda and Santa Fe would maintain their respective levels of C and D in the am peak hours and levels D and C in the pm peak hours. The level of service "D" on an "A to F" is the minimum acceptable standard. The state law changed in 2021 requiring CEQA traffic reports to stop analyzing LOS and switch to VMT as the metric to measure a project's potential traffic impacts for CEQA purposes. However, both were used in this study as Compton and other cities still use the LOS metric to determine traffic impact on their streets and for general plan conformity. Based on analysis of the data, Iteris determined that the Project's projected traffic will have a less than significant impact on the surrounding area from a VMT perspective.

While the Project does not meet the VMT threshold for having a significant impact on the surrounding area, the City of Compton had their transportation consultants, InterWest Traffic Engineering, analyze the proposed Project and surrounding and they came up with several traffic recommendations that the city will ensure are implemented during the construction of the Project through imposition as conditions of approval on the proposed Specific Plan. The traffic recommendations are as follows:

- Modify on-street parking with red-curb just north of proposed driveway on Santa Fe Avenue to accommodate an entry lane into the site and to improve visibility when exiting the site.
- Consider installation of a "KEEP CLEAR" zone on Santa Fe Avenue at the project driveway to allow exiting vehicles to access all lanes during peak hours and to minimize conflicts.
- Based on the trip assignment it appears that a significant amount of project traffic will utilize the Santa Fe Avenue driveway. Given this, re-stripe Santa Fe Avenue at Compton Blvd to extend the existing SB right-turn only lane and modify signal operations to include a right-turn overlap phase for SB Santa Fe Avenue at Compton Blvd.
- Due to increased pedestrian activity as a result of the project, modify signal operations at Santa Fe Avenue and Compton Blvd to include a leading pedestrian interval phase.

FINDINGS FOR ADOPTION OF MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING AND REPORTING PROGRAM:

1. That in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study for the Project was prepared that identifies and evaluates the environmental impacts of the Project.
2. That the City of Compton, in its capacity as Lead Agency, has determined that the proposed Project requires a Mitigated Negative Declaration as part of its environmental review.
3. That the notice of intent along with the Initial Study/Mitigated Negative Declaration No. 949 was posted with the Los Angeles County Clerk's office in Norwalk, circulated for a 30-day public review period, mailed to abutting property owners and posted on the City's website.
4. That all environmental documents have been processed in accordance with the California

Environmental Quality Act (CEQA) guidelines.

5. The approval and subsequent implementation of the proposed Project *will not* have the potential to degrade the quality of the environment with the implementation of the conditions of approval.
6. The approval and subsequent implementation of the proposed Project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals with the implementation of the conditions of approval.
7. The approval and subsequent implementation of the proposed Project *will not* have impacts that are individually limited, but cumulatively considerable, when considering the proposed development in the immediate vicinity with the implementation of the conditions of approval.
8. The approval and subsequent implementation of the proposed Project *will not* have environmental effects that will adversely affect humans, either directly or indirectly with the implementation of the conditions of approval.

MITIGATION MEASURES FROM MITIGATED NEGATIVE DECLARATION NO. 949

1. **Mitigation Measure-GEO-1** If any paleontological materials are encountered during project development, work in the area shall be halted. A qualified paleontologist shall be retained to perform periodic inspections of excavation and grading activities of the project site. The frequency of inspections shall be based on consultation with the paleontologist and shall depend on the rate of excavation and grading activities, the materials being excavated, and if found, the abundance and type of fossils encountered. If paleontological materials are encountered, the paleontologist shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed material to facilitate evaluation and, if appropriate, salvage. The paleontologist shall assess the discovered material(s) and prepare a survey, study, or report evaluating the impact. The Applicant shall comply with the recommendations of the evaluating paleontologist, as contained in the survey, study or report, and a copy of the paleontological survey, study or report shall be submitted to the Los Angeles County Natural History Museum. Ground-disturbing activities may resume once the paleontologist's recommendations have been implemented to the satisfaction of the paleontologist.

2. **Mitigation Measure HAZ-1 Prepare a Construction Hazardous Materials Management Plan (HMMP):** Prior to construction, an HMMP shall be prepared by the project Applicant that outlines provisions for safe storage, containment, and disposal of chemicals and hazardous materials, contaminated soils, and contaminated groundwater used or exposed during construction, including the proper locations for disposal. The HMMP shall be prepared to meet OSHA requirements, Title 29 of the CFR 1910.120 and CCR Title 8, Section 5192, and all applicable federal, state, and local regulations and agency ordinances related to the proposed management, transport, and disposal of contaminated media during implementation of work and field activities.

3. **Mitigation Measure HAZ-2 Conduct Further Investigations as Outlined in the Phase II ESA:** Following demolition, additional investigations shall be conducted by the project Applicant as outlined in the Phase II ESA for the subject property under the direct supervision of a Professional Geologist, licensed in the State of California.

   - Conduct a ground penetrating radar survey and soil sampling in the area of the former gasoline service station in the southwest corner of the property.

- Conduct testing for Per- and polyfluoroalkyl substances (PFAS) chemicals of the surface soils.

- Conduct groundwater site testing and prepare a groundwater mitigation plan if necessary in the area of the former drycleaner and former gasoline service station in the southwest portion of the property. The plan shall include, at a minimum, groundwater testing at the project site, a hazard mitigation, and maintenance plan.

4. **Mitigation Measure HAZ-3 Prepare a Soil Management Plan:** A Soil Management Plan shall be prepared by the project Applicant and implemented by a qualified geologist, prior to approval of the project's grading permit. The Soil Management Plan shall summarize soil profiling procedures (prior to construction/soil excavation), provide guidance for managing soil excavated from the subject property during activities associated with property redevelopment, and request site closure contingent upon completion of soil excavation and off-site disposal. The Soil Management Plan shall outline a health and safety plan and all work involving potentially impacted soils will be conducted in accordance with the site-specific health and safety plan.

5. **Mitigation Measure HAZ-4 Halt Construction Work if Potentially Hazardous Materials/Abandoned Oil Wells/Underground Storage Tanks are Encountered:** Contractors shall follow all applicable local, state, and federal regulations regarding discovery, notification, response, disposal, and remediation for hazardous materials and/or abandoned oil wells/underground storage tanks encountered during the construction process. If unidentified USTs are found on the project site, the project Applicant shall work with the Department of Environmental Resources (DER), Hazardous Materials Division in order to prepare a mitigation plan for UST removal or capping to prevent leaking.

6. **Mitigation Measure HAZ-5 A Traffic Control Plan and Parking and Driveway Plan** would be submitted to the City of Compton for review and approval prior to any temporary road closures due to construction. Lane closures would be intermittent and temporary in nature and one lane of travel in each direction would be maintained throughout the construction period. Any permanent lane closures would meet all applicable code-required site access and circulation requirements, as well as code-required emergency access through consultation with the Compton Fire Department, BOE, and DOT with the City of Compton Planning Department.

7. **Mitigation Measure NOISE-1. Temporary noise barriers** shall be installed along the northern perimeter of the project site. The barrier shall consist of K-rail with one-inch plywood fencing on top, at least 3 meters (9.8 feet in height) and not have any gaps or holes between the panels or at the bottom. The supporting structure shall be engineered and erected in order to comply with Compton Municipal Code noise requirements.

A Mitigation Monitoring and Reporting Program setting forth these mitigation measures, the entities responsible for monitoring, and the timing of the requirements has been prepared, and is included for adoption as an attachment to the draft Resolution approving the requested General Plan Amendment.

FISCAL IMPACT

There is no direct fiscal impact to the general fund that will result from the adoption of this General Plan Amendment. The proposed GPA establishes only a land use change to SP on the land use map. No general fund expenditure is proposed.

RECOMMENDATION

The Planning Commission at its June 16, 2021 meeting adopted a resolution recommending that the City Council deny the General Plan Amendment 2020-004, not adopt the Mitigated Negative Declaration No. 949 for the Project, and not adopt the adopting a Mitigation Monitoring and Reporting Program. In general, the Planning Commission reasons for denial were that the proposed project will create increased traffic on Compton Blvd., Santa Fe Avenue, Palmer Avenue and the density is too high of 290 units; there is no playground for children; 7-story building is too high; and there is not enough parking spaces provided for residents.

Alternatively, staff is recommending that the City Council adopt the attached resolution approving the General Plan Amendment 2020-004, adopting the Mitigated Negative Declaration No. 949 for the Project, and adopting a Mitigation Monitoring and Reporting Program.

The reason for staff recommendation of approval is based on the facts the proposed project is consistent with the City's new Specific Plan Ordinance guidelines adopted by the City Council on May, 18, 2021. Additionally, the project's MND provided a very thorough analysis of all potential impacts and concluded that there were no specific negative impacts and recommended several mitigation measures that allows the project to resolve any minor environmental impacts to the community. What's more, the project site is within the City of Compton existing Downtown Specific Plan zone and is consistent with the goals, objectives and policies outlined with the City's existing Downtown Specific Plan and North Downtown Master Plan area. Lastly, the project site has been vacant for over 15 years; creating significant blight and numerous health and safety issues for the community; as such, the proposed project will create significant property and sales tax revenue growth, which contributes to increased general fund revenues that can be used for programs and services for the community.

SUBMITTED BY:
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CONWELL
CITY MANAGER

Exhibits:

1) Aerial Map
2) General Plan Map
3)Initial Study/ Mitigated Negative Declaration NO. 949
4) Resolution Approving GPA, Adopting MND, and Adopting MMRP
    - Ex. A - MMRP

RESOLUTION NO. _____
(GENERAL PLAN AMENDMENT CASE NO. 2020-004)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING GENERAL PLAN AMENDMENT CASE NO. 2020-004, A REQUEST TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM GENERAL COMMERCIAL (GC) AND LOW DENSITY RESIDENTIAL (LR) TO SPECIFIC PLAN (SP) FOR 501-601 EAST COMPTON BOULEVARD, ADOPTING A MITIGATED NEGATIVE DECLARATION AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, KBK Enterprises has made application for a general plan amendment in accordance with Section 30-28 of the Compton Municipal Code to amend: The 1991 general plan land use element and change the designation on the land use map from General Commercial (GC) and Low Density Residential (LDR) to Specific Plan (SP) for a certain real property situated in the City of Compton, legally described as follows:

APN's 6166-022-900-905, 6166-023-900-904: located at 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue and the area subject to the related street vacation no. 20-003 (the "Project Site"); and

WHEREAS, General Plan Amendment Case No. 2020-004 was processed in accordance with Compton Municipal Code (CMC) 30-28; and

WHEREAS, the General Plan Amendment is needed to facilitate the development of the site to allow a large mixed-use project that will provide 290 housing units consisting of 232 market rate units and 58 affordable units, 7,700 square feet of ground floor commercial space, a 40,000 square foot innovation center, and a four-level parking structure, which also includes a Change of Zone, adoption of a Specific Plan, and a related street vacation (the "Project"); and

WHEREAS, referral, publication and written notice of the proposed amendment was provided in accordance with Sections 65090, and 65091 of the California Government Code prior to consideration of the request by the Planning Commission and the City Council; and

WHEREAS, an Initial Study and Mitigated Negative Declaration No. 949 was prepared for this Project in accordance with the California Environmental Quality Act (CEQA), which concludes that the Project would not have a significant effect on the environment with the incorporation of mitigation measures; and

WHEREAS, the notice of intent along with the Initial Study/Mitigated Negative Declaration No. 949 was posted with the Los Angeles County Clerk's office in Norwalk, circulated for a 30-day public review period, mailed to abutting property owners and posted on the City's website; and

WHEREAS, the Planning Commission held a public workshop on May 26, 2021 and discussed the purpose, scope, and size of the proposed Project, and held a duly noticed public hearing on June 16, 2021, at which time the Commission adopted Resolution No. 4015, recommending that the City Council disapprove the General Plan Amendment, Change of Zone, Specific Plan, and not adopt Mitigation Negative Declaration No. 949 and the Mitigation Monitoring and Reporting Program for the Project for the reasons set forth in that Resolution; and

WHEREAS, a duly noticed public hearing on said request to amend the Land Use Element and Land Use Policy Map was held before the City Council on June 8, 2021, which was continued to June 22, 2021; and

WHEREAS, the City Council considered all the information presented pertaining to the General Plan Amendment No. 2020-004; and

WHEREAS, the City Council being fully informed:

F I N D S

CEQA - Mitigated Negative Declaration No. 949 and Mitigation Monitoring and Reporting Program:

1. That in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study for the project was prepared that identifies and evaluates the environmental impacts of the project.
2. That the City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Mitigated Negative Declaration as part of its environmental review.
3. That the notice of intent along with the Initial Study/Mitigated Negative Declaration No. 949 was posted with the Los Angeles County Clerk's office in Norwalk, circulated for a 30-day public review period, mailed to abutting property owners and posted on the City's website.
4. That all environmental documents have been processed in accordance with the California Environmental Quality Act (CEQA) guidelines.
5. The approval and subsequent implementation of the proposed Project *will not* have the potential to degrade the quality of the environment with the implementation of the mitigation measures and conditions of approval.
6. The approval and subsequent implementation of the proposed Project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals with the implementation of the conditions of approval.
7. The approval and subsequent implementation of the proposed Project *will not* have impacts that are individually limited, but cumulatively considerable, when considering the proposed development in the immediate vicinity with the implementation of the conditions of approval.
8. The approval and subsequent implementation of the proposed Project *will not* have environmental effects that will adversely affect humans, either directly or indirectly with the implementation of the conditions of approval.

General Plan Amendment:

A. That the proposed zone and/or land use classification is substantially in conformance with the General Plan and compatible with the existing patterns of zoning, land use and development in the surrounding area in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood and the policies of the General Plan including circulation element, land use element including:

Land Use Element, Goal 1: *Revitalize Compton, and create a safe, attractive, desirable community which attracts new businesses and residents of all income ranges.*

Land Use Element, Policy 1.6*: Promote quality design in new development projects.*

Land Use Element, Policy 1.8: *Use specific plans and similar planning approaches as means to focus revitalization efforts on target neighborhoods.*

Land Use Element, Policy 2.4: *Create an identifiable Central Business District around the existing government center*

Land Use Element Policy 4.3: *Include necessary infrastructure improvements in project plans and funding arrangements in areas targeted for redevelopment and revitalization.*

Land Use Element, Policy 4.6: *Allow for integrated, mixed use developments which locate retail and service commercial uses within easy walking distance of the residential neighborhoods they are intended to serve.*

Housing Element, Goal 1: *The City of Compton will improve the housing supply and the choice of housing opportunities through private investment and, where necessary, through public action and financing.*

Housing Element, Goal 4: *The City of Compton will encourage development of a viable urban community consistent with orderly growth and environmental conservation to provide suitable living environments, with access to employment, community facilities, and services.*

Housing Element, Policy 4.1: *The City of Compton will reserve the existing residential neighborhoods and provide areas to accommodate new residential development.*

Housing Element, Policy 2.3: *The City of Compton will encourage variety in the supply of housing at costs affordable to the various income levels of the population.*

Urban Design Element, Goal 1: *Improve the City's image and appearance through a combination of design guidelines and regulations, public investment, and private incentives.*

Urban Design Element, Goal 2: *Eliminate blighting conditions and neighborhood deterioration Citywide to achieve an improved urban environment.*

Urban Design Element, Policy 2.3: *Encourage mixed use residential and retail/service commercial developments along Compton and Rosecrans Boulevards and Wilmington Avenue.*

Circulation Element, Goal 6: *Encourage bicycle and pedestrian travel as an alternative to motorized transportation.*

Circulation Element, Policy 6.2: *Allow for mixed use developments which integrate residential and compatible non-residential uses, and ensure such developments incorporate features which facilitate bike use and pedestrian travel.*

Circulation Element, Policy 1.5: *Provide commercial areas that are conducive to pedestrian and bicycle circulation; and,*

B. That the property is more suitable for the uses permitted in the proposed zone and/or land use classification than those permitted in the existing zone and/or land use classification in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood for the reasons set forth in paragraph A above; and

C. That the uses permitted in the proposed zone and/or land use classification will not be detrimental to the surrounding area in that the amendment will combine two land use designations into one SP designation to allow for coordinated and comprehensive development of the site, which will have positive environmental, economic and fiscal impacts for the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES:

Section 1. The City Council (a) has considered Mitigated Negative Declaration No. 949 and related documents and all public comments; (b) exercising its independent judgment and analysis, and based on the whole record before it, finds that there is no substantial evidence that the Project will have a significant effect on the environment; (c) hereby adopts Mitigated Negative Declaration No. 949, (d) hereby adopts the Mitigation Monitoring and Reporting Program attached hereto as Exhibit A; and (e) imposes all mitigation measures on the Project as conditions of approval.

Section 2. That the General Plan land use designation for **APN's 6166-022-900-905, 6166-023-900-904:** located at 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue, and including the area subject to the related street vacation No. 20-003 if and when vacated is changed from General Commercial (GC) and Low Density Residential (LR) to Specific Plan (SP).

Section 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 4. That this resolution adopted hereby shall take immediate effect and be in full force after the date of its final passage and adoption by the City Council.

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

ADOPTED this _____ day of _____, 2021.

_____

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 Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

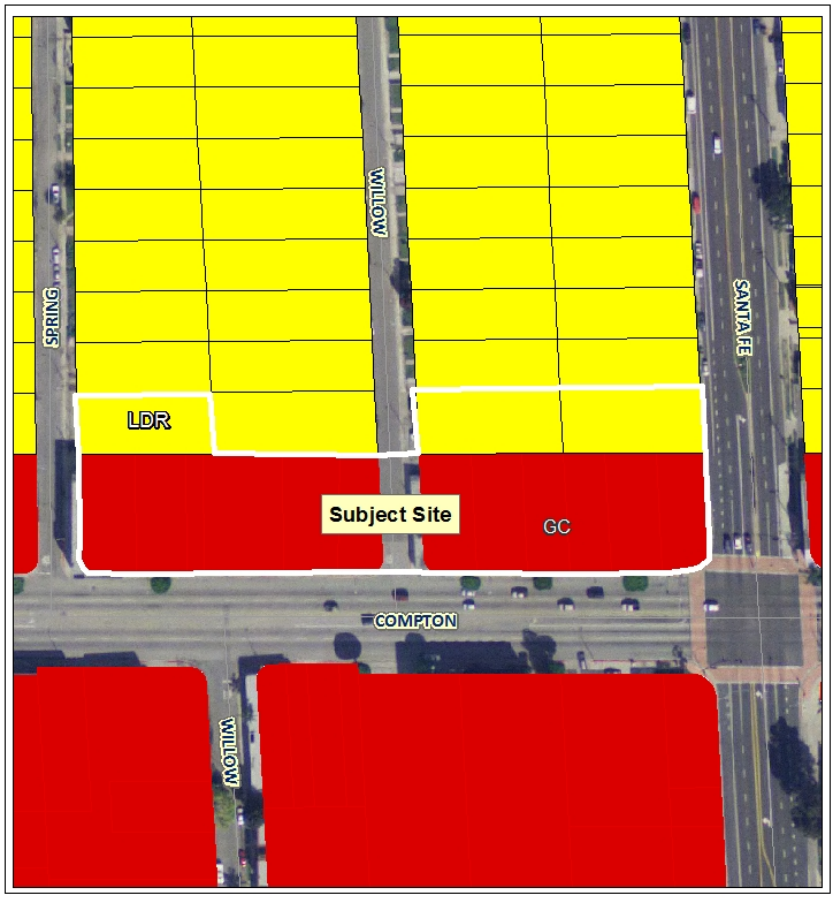
The Resolution was adopted by the following vote, to wit:

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

_____
CITY CLERK OF THE CITY OF COMPTON

Exhibit A

Mitigation Monitoring and Reporting Program



CITY OF COMPTON

GENERAL PLAN MAP

General Plan Amendment Case No. 2020-0004
Change of Zone Case No. 2020-0004
Street Vacation Case No. 2020-003
Mitigated Negative Declaration No. 949
501-601 E. Compton Blvd.

Legend

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

THIS MAP IS A PUBLIC RESOURCE OF GENERAL INFORMATION. THE CITY OF COMPTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA AND INFORMATION PROVIDED HEREIN. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF COMPTON EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF COMPTON SHALL ASSUME NO LIABILITY FOR:

1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR
2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY READER IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.



Aerial Map 501-601 E. Compton Blvd.

IV. MITIGATION MONITORING AND REPORTING PROGRAM

1. INTRODUCTION

The California Environmental Quality Act (CEQA) requires that a Lead Agency establish a program to monitor and report on mitigation measures adopted as part of the environmental review process to avoid or reduce the severity and magnitude of potentially significant environmental impacts associated with project implementation. CEQA (Public Resources Code § 21081.6 (a)(1)) requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted at the time that the agency determines to carry out a project for which an Initial Study/ Mitigated Negative Declaration (IS/MND) has been prepared, to ensure that mitigation measures identified in the IS/MND are fully implemented.

2. MITIGATION MONITORING AND REPORTING PROGRAM DESCRIPTION

Compliance

The City of Compton will coordinate monitoring activities and document the implementation of mitigation measures. **Table 4-1: 501 and 601 Compton Boulevard Development Project Mitigation and Monitoring Reporting Program**, below, identifies the mitigation measures, the monitoring actions, the implementing entities, the responsible parties for monitoring actions, and the timing of mitigation actions. The entity identified as having implementing responsibility has the primary duty to execute the mitigation measures. The "applicant" shall refer to the entity seeking entitlements for development of the project in the project area. In some instances, this may require contracting for specialized consultant services. In instances where the implementing responsibility is shared between the City and construction contractors, the City would be responsible for ensuring that the mitigation requirements are implemented.

Field Monitoring of Mitigation Measures

Prior to the issuance of grading and building permits, while detailed development plans are being prepared for approval by City staff, City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project design phase.

During construction and following the project, the City's Department of Building and Safety will assign inspectors who will be responsible for monitoring the implementation of the mitigation measures. The inspectors will report to the City's Inspection Bureau Chief and will be thoroughly familiar with the mitigation measures in the MMRP. In addition, mitigation measures applicable during the construction phase will be included as notes on the Construction Plans (as appropriate), so that all contractors are

informed of the requirements. The inspectors will be familiar with construction contract requirements, schedules, standard construction practices, and mitigation techniques. The developer will be responsible for carrying out the mitigation measures, while the City will be responsible for monitoring of construction activities and reviewing construction plans and equipment staging/access plans to ensure conformance with adopted mitigation measures. The City will also have the authority to enforce mitigation measures by suspending particular construction activities.

Once construction has been completed, the City will monitor the project as necessary.

If any mitigation measures are not being implemented, the City may pursue corrective action. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements.

Changes to Mitigation Measures

By adopting this Mitigation Monitoring and Reporting Program, the City Council is delegating limited authority to City staff to make changes to this document, subject to specific limitations. Any substantive change in the monitoring plan made by City staff shall be reported in writing to the Planning Division and City Council. Modifications to the mitigation may be made by City staff subject to one of the following findings, documented by evidence included in the record:

a. The mitigation measure included in the Final IS/MND and MMRP is no longer required because the significant environmental impact identified in the IS/MND has been found not to exist or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment or other factors.

- or -

b. The modified or substitute mitigation measure to be included in the MMRP provides a level of environmental protection equal to or greater than that afforded by the mitigation included in the IS/MND and the MMRP; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to, or greater than, those which were considered by the responsible hearing bodies in their decisions on the IS/MND and the Project; and the modified or substitute mitigation measures are feasible, and the City through measures included in the MMRP or other City procedures can ensure their implementation.

Findings and related documentation supporting the findings involving modifications to mitigation measures shall be maintained in the project file with the MMRP and shall be made available to the public upon request.

Mitigation Monitoring and Reporting Program

Table 4-1 presented on the following pages provides the MMRP for the project. The MMRP identifies the following:

1. an explanation of each impact by issue area, summarized as an impact statement;
2. the full text of the mitigation measure(s) applicable to each impact statement;
3. the method and/or process by which the mitigation measure will be implemented;
4. the timing of implementation of each mitigation measure; and
5. the party responsible for ensuring implementation of each mitigation measure.

After review and approval of the final MMRP by the Lead Agency, minor changes and modifications to the MMRP are permitted, but can only be made by the Applicant or its successor subject to the approval by the City of Compton through a public hearing. The Lead Agency, in conjunction with any appropriate agencies or departments, will determine the adequacy of any proposed change or modification. The flexibility is necessary in light of the proto-typical nature of the MMRP, and the need to protect the environment with a workable program. No changes will be permitted unless the MMRP continues to satisfy the requirements of CEQA, as determined by the Lead Agency.

Table 4-1
501 and 601 Compton Boulevard Development Project: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measure	Monitoring Responsibility	Timing
GEOLOGY AND SOILS			
Impact-GEO-f: Development of the proposed project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature with mitigation.	**MM-GEO-1:** If any paleontological materials are encountered during project development, work in the area shall be halted. A qualified paleontologist shall be retained to perform periodic inspections of excavation and grading activities of the project site. The frequency of inspections shall be based on consultation with the paleontologist and shall depend on the rate of excavation and grading activities, the materials being excavated, and if found, the abundance and type of fossils encountered. If paleontological materials are encountered, the paleontologist shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed material to facilitate evaluation and, if appropriate, salvage. The paleontologist shall assess the discovered material(s) and prepare a survey, study, or report evaluating the impact. The Applicant shall comply with the recommendations of the evaluating paleontologist, as contained in the survey, study or report, and a copy of the paleontological survey, study or report shall be submitted to the Los Angeles County Natural History Museum. Ground-disturbing activities may resume once the paleontologist's recommendations have been implemented to the satisfaction of the paleontologist.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing, during site inspection **Action Indicating Compliance:** End of excavation.
HAZARDS AND HAZARDOUS MATERIALS			
Impact-HAZ-a: Development of the proposed project would not create a significant hazard to the public or the environment	**MM-HAZ-1: Prepare a Construction Hazardous Materials Management Plan (HMMP).** Prior to construction, an HMMP shall be prepared by the Project Applicant that outlines provisions for safe storage, contaminated soils, and contaminated	**Enforcement Agency:** City of Compton Planning Department	**Monitoring Phase:** Pre-construction and construction

Impact	Mitigation Measure	Monitoring Responsibility	Timing
through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment with mitigation.	groundwater used or exposed during construction, including the proper locations for disposal. The HMMP shall be prepared to meet OSHA requirements, Title 29 of the CFR 1910.120 and CCR Title 8, Section 5192, and all applicable federal, state, and local regulations and agency ordinances related to the proposed management, transport, and disposal of contaminated media during implementation of work and field activities.	**Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Frequency:** Ongoing, during site inspection **Action Indicating Compliance:** Plan approval
	MM-HAZ-2: Conduct Further Investigations as Outlined in the Phase II ESA. Following demolition, additional investigations shall be conducted by the project Applicant as outlined in the Phase II ESA for the subject property under the direct supervisions of a Professional Geologist, licensed in the State of California. Conduct a ground penetrating radar survey and soil sampling in the area of the former gasoline service station in the southwest corner of the property. Conduct testing for Per- and polyfluoroalkyl substances (PFAS) chemical of the surface soils. Conduct groundwater testing and prepare a groundwater mitigation plan if necessary, in the area of the former drycleaner and former gasoline service station in the southwest portion of the property. The plan shall include, at a minimum, groundwater testing at the project site, a hazard mitigation plan, and maintenance plan.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction **Monitoring Frequency:** Ongoing, during field inspection **Action Indicating Compliance:** Plan approval; building construction continues.
	MM-HAZ-3: Prepare a Soil Management Plan. A Soil Management Plan shall be prepared by the project Applicant and implemented by a qualified geologist, prior to approval of the	**Enforcement Agency:** City of Compton Planning Department	**Monitoring Phase:** Pre-construction and construction

Impact	Mitigation Measure	Monitoring Responsibility	Timing
	project's grading permit. The Soil Management Plan shall summarize soil profiling procedures (prior to construction/soil excavation), provide guidance for managing soil excavated from the subject property during activities associated with property redevelopment, and request site closure contingent upon completion of soil excavation and off-site disposal. The Soil Management Plan shall outline a health and safety plan and all work involving potentially impacted soils will be conducted in accordance with site-specific health and safety plans.	**Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Frequency:** Ongoing, during site inspection **Action Indicating Compliance:** Plan approval; inspection approval
	MM-HAZ-4: Halt Construction Work if Potentially Hazardous Materials/Abandoned Oil Wells/Underground Storage Tanks are Encountered. Contractors shall follow all applicable local, state, and federal regulations regarding discovery, notification, response, disposal, and remediation for hazardous materials and/or abandoned oil wells/underground storage tanks encountered during the construction process. If unidentified USTs are found on the project site, the project Applicant shall work with the Department of Environmental Resources (DER), Hazardous Materials Division in order to prepare a mitigation plan for UST removal or capping to prevent leaking.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; UST removal or capping to prevent leaking complete.
Impact-HAZ-b: Development of the proposed project would not create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment with mitigation.	**HAZ-1** through **Haz-4**, above.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval

Impact	Mitigation Measure	Monitoring Responsibility	Timing
Impact-HAZ-f: Development of the proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan with mitigation.	**MM-HAZ-5: A Traffic Control Plan and Parking and Driveway Plan** would be submitted to the City of Compton for review and approval prior to any temporary road closures due to construction. Lane closures would be intermittent and temporary in nature and one lane of travel in each direction would be maintained throughout the construction period. Any permanent lane closures would meet all applicable code-required site access and circulation requirements, as well as code-required emergency access through consultation with the Compton Fire Department, BOE, and DOT with the City of Compton Planning Department.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval
NOISE AND VIBRATION			
Impact NOI-1: The proposed project would not expose people to, or generate, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies with mitigation.	**MM-NOISE-1: Temporary noise barriers** shall be installed along the northern perimeter of the project site. The barrier shall consist of K-rail with one-inch plywood fencing on top, at least 3 meter (9.8 feet in height) and not have any gaps or holes between the panels or at the bottom. The supporting structure shall be engineered and erected in order to comply with Compton Code noise requirements.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval
TRANSPORTATION AND TRAFFIC			
Impact-TRA-d: Development of the proposed project would not result in adequate emergency access with mitigation.	**MM-HAZ-5: A Traffic Control Plan and Parking and Driveway Plan,** above.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval

Impact	Mitigation Measure	Monitoring Responsibility	Timing
WILDFIRE			
Impact-WDF-a: Development of the proposed project would not substantially impair an adopted emergency response plan or emergency evacuation plan.	**MM-HAZ-5: A Traffic Control Plan and Parking and Driveway Plan,** above.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval

IV. MITIGATION MONITORING AND REPORTING PROGRAM

1. INTRODUCTION

The California Environmental Quality Act (CEQA) requires that a Lead Agency establish a program to monitor and report on mitigation measures adopted as part of the environmental review process to avoid or reduce the severity and magnitude of potentially significant environmental impacts associated with project implementation. CEQA (Public Resources Code § 21081.6 (a)(1)) requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted at the time that the agency determines to carry out a project for which an Initial Study/ Mitigated Negative Declaration (IS/MND) has been prepared, to ensure that mitigation measures identified in the IS/MND are fully implemented.

2. MITIGATION MONITORING AND REPORTING PROGRAM DESCRIPTION

Compliance

The City of Compton will coordinate monitoring activities and document the implementation of mitigation measures. **Table 4-1: 501 and 601 Compton Boulevard Development Project Mitigation and Monitoring Reporting Program**, below, identifies the mitigation measures, the monitoring actions, the implementing entities, the responsible parties for monitoring actions, and the timing of mitigation actions. The entity identified as having implementing responsibility has the primary duty to execute the mitigation measures. The "applicant" shall refer to the entity seeking entitlements for development of the project in the project area. In some instances, this may require contracting for specialized consultant services. In instances where the implementing responsibility is shared between the City and construction contractors, the City would be responsible for ensuring that the mitigation requirements are implemented.

Field Monitoring of Mitigation Measures

Prior to the issuance of grading and building permits, while detailed development plans are being prepared for approval by City staff, City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project design phase.

During construction and following the project, the City's Department of Building and Safety will assign inspectors who will be responsible for monitoring the implementation of the mitigation measures. The inspectors will report to the City's Inspection Bureau Chief and will be thoroughly familiar with the mitigation measures in the MMRP. In addition, mitigation measures applicable during the construction phase will be included as notes on the Construction Plans (as appropriate), so that all contractors are

informed of the requirements. The inspectors will be familiar with construction contract requirements, schedules, standard construction practices, and mitigation techniques. The developer will be responsible for carrying out the mitigation measures, while the City will be responsible for monitoring of construction activities and reviewing construction plans and equipment staging/access plans to ensure conformance with adopted mitigation measures. The City will also have the authority to enforce mitigation measures by suspending particular construction activities.

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a. The mitigation measure included in the Final IS/MND and MMRP is no longer required because the significant environmental impact identified in the IS/MND has been found not to exist or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment or other factors.

- or -

b. The modified or substitute mitigation measure to be included in the MMRP provides a level of environmental protection equal to or greater than that afforded by the mitigation included in the IS/MND and the MMRP; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to, or greater than, those which were considered by the responsible hearing bodies in their decisions on the IS/MND and the Project; and the modified or substitute mitigation measures are feasible, and the City through measures included in the MMRP or other City procedures can ensure their implementation.

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4. the timing of implementation of each mitigation measure; and
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HAZARDS AND HAZARDOUS MATERIALS			
Impact-HAZ-a: Development of the proposed project would not create a significant hazard to the public or the environment	**MM-HAZ-1: Prepare a Construction Hazardous Materials Management Plan (HMMP).** Prior to construction, an HMMP shall be prepared by the Project Applicant that outlines provisions for safe storage, contaminated soils, and contaminated	**Enforcement Agency:** City of Compton Planning Department	**Monitoring Phase:** Pre-construction and construction

Impact	Mitigation Measure	Monitoring Responsibility	Timing
through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment with mitigation.	groundwater used or exposed during construction, including the proper locations for disposal. The HMMP shall be prepared to meet OSHA requirements, Title 29 of the CFR 1910.120 and CCR Title 8, Section 5192, and all applicable federal, state, and local regulations and agency ordinances related to the proposed management, transport, and disposal of contaminated media during implementation of work and field activities.	**Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Frequency:** Ongoing, during site inspection **Action Indicating Compliance:** Plan approval
	MM-HAZ-2: Conduct Further Investigations as Outlined in the Phase II ESA. Following demolition, additional investigations shall be conducted by the project Applicant as outlined in the Phase II ESA for the subject property under the direct supervisions of a Professional Geologist, licensed in the State of California. Conduct a ground penetrating radar survey and soil sampling in the area of the former gasoline service station in the southwest corner of the property. Conduct testing for Per- and polyfluoroalkyl substances (PFAS) chemical of the surface soils. Conduct groundwater testing and prepare a groundwater mitigation plan if necessary, in the area of the former drycleaner and former gasoline service station in the southwest portion of the property. The plan shall include, at a minimum, groundwater testing at the project site, a hazard mitigation plan, and maintenance plan.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction **Monitoring Frequency:** Ongoing, during field inspection **Action Indicating Compliance:** Plan approval; building construction continues.
	MM-HAZ-3: Prepare a Soil Management Plan. A Soil Management Plan shall be prepared by the project Applicant and implemented by a qualified geologist, prior to approval of the	**Enforcement Agency:** City of Compton Planning Department	**Monitoring Phase:** Pre-construction and construction

Impact	Mitigation Measure	Monitoring Responsibility	Timing
	project's grading permit. The Soil Management Plan shall summarize soil profiling procedures (prior to construction/soil excavation), provide guidance for managing soil excavated from the subject property during activities associated with property redevelopment, and request site closure contingent upon completion of soil excavation and off-site disposal. The Soil Management Plan shall outline a health and safety plan and all work involving potentially impacted soils will be conducted in accordance with site-specific health and safety plans.	**Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Frequency:** Ongoing, during site inspection **Action Indicating Compliance:** Plan approval; inspection approval
	MM-HAZ-4: Halt Construction Work if Potentially Hazardous Materials/Abandoned Oil Wells/Underground Storage Tanks are Encountered. Contractors shall follow all applicable local, state, and federal regulations regarding discovery, notification, response, disposal, and remediation for hazardous materials and/or abandoned oil wells/underground storage tanks encountered during the construction process. If unidentified USTs are found on the project site, the project Applicant shall work with the Department of Environmental Resources (DER), Hazardous Materials Division in order to prepare a mitigation plan for UST removal or capping to prevent leaking.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; UST removal or capping to prevent leaking complete.
Impact-HAZ-b: Development of the proposed project would not create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment with mitigation.	**HAZ-1** through **Haz-4**, above.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval

Impact	Mitigation Measure	Monitoring Responsibility	Timing
Impact-HAZ-f: Development of the proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan with mitigation.	**MM-HAZ-5: A Traffic Control Plan and Parking and Driveway Plan** would be submitted to the City of Compton for review and approval prior to any temporary road closures due to construction. Lane closures would be intermittent and temporary in nature and one lane of travel in each direction would be maintained throughout the construction period. Any permanent lane closures would meet all applicable code-required site access and circulation requirements, as well as code-required emergency access through consultation with the Compton Fire Department, BOE, and DOT with the City of Compton Planning Department.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval
NOISE AND VIBRATION			
Impact NOI-1: The proposed project would not expose people to, or generate, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies with mitigation.	**MM-NOISE-1: Temporary noise barriers** shall be installed along the northern perimeter of the project site. The barrier shall consist of K-rail with one-inch plywood fencing on top, at least 3 meter (9.8 feet in height) and not have any gaps or holes between the panels or at the bottom. The supporting structure shall be engineered and erected in order to comply with Compton Code noise requirements.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval
TRANSPORTATION AND TRAFFIC			
Impact-TRA-d: Development of the proposed project would not result in adequate emergency access with mitigation.	**MM-HAZ-5: A Traffic Control Plan and Parking and Driveway Plan,** above.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval

Impact	Mitigation Measure	Monitoring Responsibility	Timing
WILDFIRE			
Impact-WDF-a: Development of the proposed project would not substantially impair an adopted emergency response plan or emergency evacuation plan.	**MM-HAZ-5: A Traffic Control Plan and Parking and Driveway Plan,** above.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval

RESOLUTION NO.4015
(GENERAL PLAN AMENDMENT, CHANGE OF ZONE, SPECIFIC PLAN CASE NO. 2020-004)

A RESOLUTION OF THE CITY OF COMPTON PLANNING COMMISSION RECOMMENDING AGAINST APPROVAL OF GENERAL PLAN AMENDMENT, CHANGE OF ZONE AND SPECIFIC PLAN CASE NO. 2020-004 TO THE CITY OF COMPTON CITY COUNCIL, A REQUEST TO AMEND THE GENERAL PLAN LAND USE DESIGNATION AND THE ZONING CLASSIFICATION, AND ADOPT THE 501/601 E. COMPTON BLVD. SPECIFIC PLAN FOR THE PROPERTY AT SAID LOCATION, AND AGAINST ADOPTION OF MITIGATED NEGATIVE DECLARATION NO. 949 AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROJECT

WHEREAS, KBK Enterprises, LLC has made an application for (1) a General Plan Amendment in accordance with Section 30-28 of the Compton Municipal Code to change the General Plan Land Use Map designation from Low Density Residential and General Commercial to Specific Plan, (2) a change of zone in accordance with Section 30-28 of the Compton Municipal Code to change the zoning classification from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) and (3) to adopt the associated 501/601 E. Compton Blvd. Specific Plan (collectively the "Project") for the certain real property situated in the City of Compton, legally described as follows:

APN's 6166-022-900-905, 6166-023-900-904; located at 501-601 E. Compton Blvd., Compton, California; and

WHEREAS, the general plan amendment and change of zone and specific plan must be processed in accordance with Compton Municipal Code sections (CMC) 30-28 and 30-54; and

WHEREAS, legal notice has been provided in accordance with the requirements of the Compton Municipal Code; and

WHEREAS, an Initial Study and Mitigated Negative Declaration No. 949 was prepared for the Project as required by the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission has reviewed and consider the Initial Study/Mitigated Negative Declaration No. 949, the Mitigation Monitoring and Reporting Program, and any comments provided thereon; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the CEQA determination is made are maintained in the City of Compton Community Development Department located at 205 S. Willowbrook Avenue, and

WHEREAS, notices of the Planning Commission's June 16, 2021, public hearing notices were sent on June 5, 2021, to both owners and occupants of property located within 500 feet of the subject property; and

WHEREAS, a public hearing upon said request for a General Plan Amendment, Change of Zone, and Specific Plan (501/601 E. Compton Blvd.) was held before the Planning Commission on June 16, 2021; and

WHEREAS, evidence was heard from all persons interested in effecting said Project and all persons protesting same, and the Planning Commission being fully informed.

F I N D S

General Plan Amendment:

1. That the proposed land use classification is not in conformance with the General Plan or compatible with the existing patterns of zoning, land use and development in the surrounding area in that the new land use designation will not be consistent with existing low-density residential land use patterns of the surrounding neighborhood.

2. That the property is not more suitable for the uses permitted in the proposed land use classification than those permitted in the existing zone and/or land use classification in that the new land use designation will NOT be consistent with existing low-density residential land use patterns of the surrounding neighborhood.

3. That the uses permitted in the proposed land use classification have the potential to be detrimental to the surrounding area.

Change of Zone:

1. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone is not in conformance with the existing general plan land use designation of Specific Plan and will not achieve consistency between the General Plan and Zoning map.
2. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone is not more suitable for the subject site than the uses currently permitted in that the new land use designation will not be consistent with existing low-density residential land use patterns of the surrounding neighborhood.
3. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone has the potential to be detrimental to the surrounding area.

Specific Plan:

1. The proposed Specific Plan is not consistent with the General Plan goals, policies, and implementation programs in that the Specific Plan will not be an implementation of the current General Plan land use designation, and is not compatible with the existing patterns of zoning, land use and development in the surrounding area.

2. The land use and development regulations within the Specific Plan provide enhancements to the use and design of the subject site that would otherwise not be available through categorical Zoning, including the land uses of residential, retail, and restaurants operating by right on the same site. However, the development standards of the proposed Specific Plan would allow a higher density and overall height than the current zoning, which would be inconsistent with surrounding existing development.
3. The administration and permit processes within the Specific Plan are NOT consistent with the administration and permit processes of the Zoning Ordinance in that the Specific Plan clearly defines what uses are permitted by right and what uses will require an entitlement such as a Conditional Use Permit or Minor Use Permit in a way that would be incompatible with surrounding development.
4. The Specific Plan Will Be detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood or result in a downgrade for the community because the Specific Plan envisions a comprehensive development plan for the project site that would not enhance the neighborhood, and would be inconsistent with existing low-density residential land use patterns of the surrounding neighborhood.
5. The Specific Plan has the potential to adversely affect such necessary community services as traffic, circulation, sewage disposal, fire protection, and water supply.

Mitigated Negative Declaration No. 949 and Mitigation Monitoring and Reporting Program:

1.
2. The approval and subsequent implementation of the proposed project has the potential to degrade the quality of the environment.
3. The approval and subsequent implementation of the proposed project has the potential to achieve short-term goals to the disadvantage of long-term environmental goals .
4. The approval and subsequent implementation of the proposed project has the potential to have impacts that are individually limited, but cumulatively considerable, when considering the proposed development in the immediate vicinity.
5. The approval and subsequent implementation of the proposed project *has the potential to* have Negative environmental effects that will adversely affect humans, either directly or indirectly.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COMPTON RESOLVES:

Section 1. That the Planning Commission recommends that the City Council exercising its independent judgment and analysis (a) not adopt the Mitigated Negative Declaration and related documents, (b) , based on the whole record before it, find that there is substantial evidence that the Project will have a significant effect on the environment; (c) deny Mitigated Negative Declaration No. 948, and, (d) deny the Mitigation Monitoring and Reporting Program.

Section 2. That the Planning Commission recommends to the City council denial of the General Plan Amendment, Change of Zone, and Specific Plan Case No. 2020-004, and deny the change to the General Plan land use designation and the zoning classification to Specific Plan (SP) and deny the adoption of a Specific Plan – 501/601 E. Compton Blvd. (Exhibit A) for the property located at said location.

Section 3. That the Planning Commission's recommendation for denial of the actions requested in Section 1 and Section 2 are based on the opinion that the proposed project will create increased traffic on Compton Blvd., Santa Fe Avenue, Palmer Avenue and the density is too high of 290 units; there is no playground for children; 7-story building is too high; not enough parking spaces are provided for residents.

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

ADOPTED this 16th day of June, 2021.

_____

JUANITA GREEN-WRIGHT, CHAIRPERSON

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE CASE NO. 2020-004, A REQUEST TO CHANGE THE ZONING CLASSIFICATION OF 501-545 E. COMPTON BLVD., 601-625 E. COMPTON BLVD., 112 N. WILLOW AVE. AND 107 NORTH SANTA FE AVE., FROM LIMITED COMMERCIAL (CL), PARKING/HIGH DENSITY RESIDENTIAL (PRH) TO SPECIFIC PLAN (SP)

SUMMARY

Adoption of 1) the attached ordinance will change the zoning of 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe and the area subject to the related street vacation no. 20-003 from (CL), (PRH) to Specific Plan (SP).

BACKGROUND

KBK Enterprises, LLC is proposing a zone change and specific plan to develop a mixed-use project consisting of up to 300 residential units, 20% of which will be affordable housing units, over 7,700 square feet of ground floor commercial, a 40,000 square foot innovation center for established and start-up technology companies, and a multilevel parking structure with levels above and below ground (the “Project”). The Project includes requests for a General Plan Amendment, Change of Zone, Specific Plan approval, and a related street vacation request. The proposed Project will be developed on a site that is 2.13 acres on Compton Blvd. bound by Santa Fe and Spring Avenues and including APN’s 6166-022-900-905, 6166-023-900-904: located at 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue and the area subject to the related street vacation no. 20-003 (the “Project Site”).

The Project Site is comprised of several parcels that all are all adjacent to Compton Boulevard and stretch between Santa Fe Ave. and Willow Ave. and Spring Ave. The Project Site is comprised of some vacant lots and has some remaining structures that used to house a variety of commercial land uses such as a restaurant and a nightclub. The buildings that exist on the property are not occupied and the site has been largely unused since 2009. The parcels that make up this proposed development have been under the control of the City of Compton since 2011. The site will be the first major mixed-use project development in downtown Compton and, the site will be the second project proposed under the new Specific Plan ordinance.

STATEMENT OF ISSUE

Change of Zone

The applicant is proposing a zone change from the current zoning classifications of Limited Commercial (CL) and Parking/High Density Residential (PRH) to 501/601 E. Compton Blvd. Specific Plan (SP) zone. The zone change will make it easier to facilitate the development of a large, mixed-use project. The change of zone will coincide with the proposed general plan amendment that will allow for greater land use flexibility and greater design creativity on the Project Site. The proposed zone change will combine two zones into one, which will create new development standards that allow for greater density and a taller building height on the Project Site. The zone change will also create a new zone that will allow the proposed Project to be permitted by right and not require the approval of multiple additional entitlements.

The new SP includes new design guidelines for building siting and orientation, building articulation, and acceptable building materials and colors to ensure the development will maintain a high-quality design aesthetic as the uses and businesses at the site change over time. The new SP will be similar to the Planned Development zone and require the Project to provide amenities for the residents such as private open space, areas for recreation and relaxation, and public art. The SP zone will also have guidelines that will encourage pedestrian activity such as, signage, awnings/canopies, storefront design, and outdoor dining design standards. The SP zone allows for uses that were not permitted in the previous zones, such as creative office and a commercial kitchen. The SP zone will also prohibit some former uses that are no longer considered desirable for downtown Compton such as auto repair garages and swap meets. The SP zone provides a list of the uses that will be permitted either by right, through a Conditional Use Permit, a Minor Use Permit, or a Temporary Permit, and explains the decision-making and appeal process for each.

The current Zoning Ordinance states that the High-Density Residential zone can have a maximum of 29 dwelling units per acre. The recent general plan amendment that establishes the new Specific Plan ordinance states that the maximum density for residential units is 175 dwelling units per acre. The proposed Project will provide up to 300 residential units (290 are currently contemplated) on a 2.13-acre site. In order to bring the density maximum in line with the new Specific Plan standards and this proposed Project, the 501/601 E. Compton Blvd. Specific Plan must be approved. The current Zoning Ordinance also only allows buildings in the Limited Commercial zone to have a maximum height of 75 feet, however the SP zone will allow a building a height limit of seven floors giving the Project greater flexibility for its overall height, design, and scale. It is anticipated that this type of flexibility will serve as an example for future projects and encourage greater creativity in building design, therefore, staff has no concerns regarding the proposed height limit or density of the new Specific Plan.

Specific Plan Proposal

The proposed Project is a mixed-use development with up to 300 residential units. The residences will be made up of studio, one-bedroom, and two-bedroom units. The SP zone will require a minimum size of 300 square feet for a studio unit, 400 square feet for a one-bedroom, and 700 square feet for a two-bedroom. The minimum sizes in this Project will exceed the SP zone minimums with 400 square feet for a studio, 500 square feet for a one-bedroom, and 825 square feet for a two-bedroom, with the two-bedroom units going up to a maximum of 975 square feet. All the units will have a washer and dryer, heating and AC, and personal storage space aside from closet and pantry space. In addition, the residents will have exclusive access to a residential lobby, leasing office, outdoor areas with BBQ grilling facilities, an exercise room,

a swimming pool, a mail/parcel room, and underground parking in the Project's multilevel parking structure. A quarter of the units will have a private balcony. The balcony units will face Compton Boulevard to provide privacy to the residences that will face Willow Avenue in the rear of the development.

The proposed Project will provide a significant amount of public and private open space. The SP zone requires that private open space and common open space be provided for residents. In the proposed Project there will be 5,850 square feet of private open space and 19,350 square feet of common open space for a total of 25,200 square feet of residential open space. The project will also provide 8,500 square feet of commercial open space in the form of rooftop gardens and observation decks bringing the total amount of open space to 33,700 square feet for the development.

In addition to the requirement for open space, the SP zone will permit the creation of a public plaza. This Project proposes to create a public plaza located in the vacated portion of Willow Avenue that is adjacent to Compton Blvd. The public plaza will be 6,000 square feet in size. It will serve as the focal point for activity as it will be located in the center of the development. It will be a place to meet, congregate, and see the public art that will be put on display. Above the public plaza there will be a bridgeway that will connect the east and west portions of the development and allow residents from one side to access the amenities on the other side of the property. For example, residents who live near Spring Avenue will be able to use the bridgeway to gain access to the swimming pool and exercise room which are located near Santa Fe Avenue. The bridgeway will be 25-30 feet above the public plaza.

The SP zone establishes the location of commercial uses on the property. The ground floor level will have over 7,700 square feet of commercial space. This space is intended for primarily retail businesses, restaurants, and commercial service businesses that will have storefronts and visible areas facing Compton Blvd. However, a commercial kitchen for catering businesses could be permitted on the ground level as well. The ground floor level will also have 1,185 of commercial support space for the site. This includes loading and unloading areas, refuse/recycling enclosures, and storage space. The SP zone permits commercial space to be used for business and creative office space. This will be permitted on the mezzanine/second, third, and fourth floors.

The SP zone will permit the construction of a 40,000 square foot innovation center. The center will be comprised of four levels. The ground floor will house a museum and art gallery that will be open to the public. The ground level will also some flex area for business meetings, presentations, small screenings, and live events. The upper levels of the innovation center will have a variety of creative offices, audio and video production facilities, a possible commercial kitchen space, meeting rooms, a room for wellness activities, storage of technology equipment, a coffee bar and the center's cafeteria. Such a use is not permitted in the current zoning on the site and the SP will now permit such a center to operate on the site.

The SP zone strives to encourage people to use other means of travel instead of using an automobile, therefore, parking for the site will be provided in several ways. The SP zone will accomplish this by requiring short term and long-term bicycle parking for residents, employees, and visitors. Due to this requirement the proposed Project will provide a total of 389 long term bicycle spaces and 39 short term bicycle spaces. The SP zone also encourages using alternative methods of travel by requiring less parking than what would be normally required for such a development. Per the SP zone, all commercial uses will be parked at a ratio of 1 parking space per 400 square feet. However, no more than 25% of all commercial space shall be used

for food and beverage establishments. One and two-bedroom apartments will be required to provide one parking space per unit. The total number of parking spaces on the site will be 389 parking spaces with 258 spaces allocated for residential use and 131 spaces allotted for commercial use. The site is less than ½ mile away from a Metro train station, which is also a transit hub for several buses and there are at least six major bus routes within one block of the intersection of Compton Blvd. and Santa Fe Blvd., thereby providing several forms of alternative transportation that will be near the project site.

Environmental Review:

In accordance with the California Environmental Quality Act ("CEQA"), California Public Resources Code, Division 13 §21000 et seq., an Initial Study for the Project was prepared by Impact Sciences Environmental Consultants on behalf of the City. The City of Compton, in its capacity as Lead Agency, has determined that the proposed Project requires a Mitigated Negative Declaration and mitigation-monitoring plan, as part of its environmental review.

A Mitigated Negative Declaration ("MND") is a determination that the proposed project will not have a significant effect on the environment with the implementation of the 7 mitigation measures. The proposed Zone Change and Specific Plan, along with the related General Plan Amendment and street vacation, were included as part of the MND review and analysis.

For further details regarding the MND process, refer to the staff report for the related General Plan Amendment.

Another item discussed in the SP zone is street mobility. The SP zone discusses the importance of motorists and pedestrians having easy circulation around the project site. A Traffic Impact Analysis/Study was prepared by Iteris Traffic Engineering Group. The report evaluated the potential traffic impacts created by the proposed development in terms of level of service (LOS). Although the CEQA analysis is based on vehicle miles traveled (VMT), the LOS analysis is used to consider general plan conformity and to determine whether conditions of approval are warranted. According to the report is it estimated that the proposed Project when completed and occupied will generate an increase of up to 1,247 new daily vehicle trips with 106 trips during the am peak hour and 132 trips during the pm peak hour. The two intersections that were studied were Alameda St. and Compton Blvd. and Santa Fe Ave. and Compton Blvd.

The study evaluated the potential traffic growth based on the current street configuration of the studied intersections and added future traffic conditions. The projected traffic numbers were then analyzed by using both Level of Service (LOS) and Vehicle Miles Traveled (VMT) standards and determined that no significant traffic impacts would be caused by the proposed development. The traffic study identified the intersections of Alameda and Compton Blvd. and Santa Fe and Compton Blvd. as major traffic areas. The study results show that the intersections would maintain their current levels of service even with the existence of the Project, which is slated to open in 2024. The intersections Alameda and Santa Fe would maintain their respective levels of C and D in the am peak hours and levels D and C in the pm peak hours. The level of service "D" on an "A to F" is the minimum acceptable standard. The state law changed in 2021 requiring CEQA traffic reports to stop analyzing LOS and switch to VMT as the metric to measure a project's potential traffic impacts for CEQA purposes. However, both were used in this study as Compton and other cities still use the LOS metric to determine traffic impact on their streets and for general plan conformity. Based on analysis of the data, Iteris determined that the Project's projected traffic will have a less than significant impact on the surrounding area from a VMT perspective.

While the Project does not meet the VMT threshold for having a significant impact on the surrounding area, the City of Compton had their transportation consultants, InterWest Traffic Engineering, analyze the proposed Project and surrounding and they came up with several traffic recommendations that the city will ensure are implemented during the construction of the Project through imposition of conditions of approval on the Specific Plan. The traffic recommendations are as follows:

- Modify on-street parking with red-curb just north of proposed driveway on Santa Fe Avenue to accommodate an entry lane into the site and to improve visibility when exiting the site.
- Consider installation of a "KEEP CLEAR" zone on Santa Fe Avenue at the project driveway to allow exiting vehicles to access all lanes during peak hours and to minimize conflicts.
- Based on the trip assignment it appears that a significant amount of project traffic will utilize the Santa Fe Avenue driveway. Given this, re-stripe Santa Fe Avenue at Compton Blvd to extend the existing SB right-turn only lane and modify signal operations to include a right-turn overlap phase for SB Santa Fe Avenue at Compton Blvd.
- Due to increased pedestrian activity as a result of the project, modify signal operations at Santa Fe Avenue and Compton Blvd to include a leading pedestrian interval phase.

FISCAL IMPACT

There is no direct fiscal impact to the General Fund that will result from the adoption of the attached Ordinance and Resolution. The proposed Change of Zone Ordinance and Specific Plan Resolution establish the zone and development regulations pertaining to development of the subject site 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue. Additionally, it is anticipated the Project will increase the City's property tax base.

RECOMMENDATION

The Planning Commission at its June 16, 2021 meeting adopted a resolution recommending that the City Council deny the proposed Change of Zone Ordinance and Specific Plan. In general, the Planning Commission reasons for denial were that the proposed project will create increased traffic on Compton Blvd., Santa Fe Avenue, Palmer Avenue and the density is too high of 290 units; there is no playground for children; 7-story building is too high; and there are not enough parking spaces provided for residents.

Alternatively, staff is recommending that the City Council adopt the attached resolution approving the proposed Change of Zone Ordinance and Specific Plan.

The reason for staff recommendation of approval is based on the facts the proposed project is consistent with the City's new Specific Plan Ordinance guidelines adopted by the City Council on May, 18, 2021. What's more, the project site is within the City of Compton existing Downtown Specific Plan zone and is consistent with the goals, objectives and policies outlined with the City's existing Downtown Specific Plan and North Downtown Master Plan area.

The project site has been vacant for over 15 years; creating significant blight and numerous health and safety issues for the community; as such, the proposed project will create significant property and sales tax revenue growth, which contributes to increased general fund revenues that can be used for programs and services for the community.

Therefore, staff recommends the City Council approve the proposed Change of Zone Case No. 2020-004 and adopt the proposed Specific Plan with the proposed conditions.

FINDINGS FOR ADOPTION OF MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING AND REPORTING PROGRAM:

1. The findings for the MND are contained in the staff report for the related General Plan Amendment, and staff has recommended that the MND and Mitigation Monitoring and Reporting Program be adopted in conjunction with adoption of the resolution approving the General Plan Amendment. The ordinance approving the Change of Zone and the resolution approving the Specific Plan refer to adoption of the MND and MMRP in the General Plan Amendment resolution, incorporate that action by reference and rely on that adoption of the MND.

FINDINGS FOR APPROVAL OF CHANGE OF ZONE CASE NO. 2020-004:

1.That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone will be in conformance with the existing general plan land use designation of Specific Plan when adopted and will therefore achieve consistency between the General Plan and Zoning map. Further, the Project is consistent with the General Plan in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood and the policies of the General Plan including circulation element, land use element including:

Land Use Element, Goal 1: *Revitalize Compton, and create a safe, attractive, desirable community which attracts new businesses and residents of all income ranges.*
Land Use Element, Policy 1.6*: Promote quality design in new development projects.*
Land Use Element, Policy 1.8: *Use specific plans and similar planning approaches as means to focus revitalization efforts on target neighborhoods.*
Land Use Element, Policy 2.4: *Create an identifiable Central Business District around the existing government center*
Land Use Element Policy 4.3: *Include necessary infrastructure improvements in project plans and funding arrangements in areas targeted for redevelopment and revitalization.*
Land Use Element, Policy 4.6: *Allow for integrated, mixed use developments which locate retail and service commercial uses within easy walking distance of the residential neighborhoods they are intended to serve.*

Housing Element, Goal 1: *The City of Compton will improve the housing supply and the choice of housing opportunities through private investment and, where necessary, through public action and financing.*
Housing Element, Goal 4: *The City of Compton will encourage development of a viable urban community consistent with orderly growth and environmental conservation to provide suitable living environments, with access to employment, community facilities, and services.*

Housing Element, Policy 4.1: *The City of Compton will reserve the existing residential neighborhoods and provide areas to accommodate new residential development.*
Housing Element, Policy 2.3: *The City of Compton will encourage variety in the supply of housing at costs affordable to the various income levels of the population.*

Urban Design Element, Goal 1: *Improve the City's image and appearance through a combination of design guidelines and regulations, public investment, and private incentives.*
Urban Design Element, Goal 2: *Eliminate blighting conditions and neighborhood deterioration Citywide to achieve an improved urban environment.*
Urban Design Element, Policy 2.3: *Encourage mixed use residential and retail/service commercial developments along Compton and Rosecrans Boulevards and Wilmington Avenue.*

Circulation Element, Goal 6: *Encourage bicycle and pedestrian travel as an alternative to motorized transportation.*
Circulation Element, Policy 6.2: *Allow for mixed use developments which integrate residential and compatible non-residential uses, and ensure such developments incorporate features which facilitate bike use and pedestrian travel.*

Circulation Element, Policy 1.5: *Provide commercial areas that are conducive to pedestrian and bicycle circulation*;;

2. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone is more suitable for the subject site than the uses currently permitted in that the new land use designation will be consistent with existing low density residential land use patterns of the surrounding neighborhood for the reasons set forth in paragraph 1 above; and,

3. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone will be not be detrimental to the surrounding area in that the amendment will combine two zoning districts into one SP designation to allow for coordinated and comprehensive development of the site, which will have positive environmental, economic and fiscal impacts for the community..

FINDINGS FOR APPROVAL OF 501/601 E. COMPTON BLVD. SPECIFIC PLAN:

1. The proposed Specific Plan is consistent with the General Plan goals, policies, and implementation programs in that the Specific Plan will be an implementation of the proposed General Plan land use designation of Specific Plan, and compatible with the existing patterns of zoning, land use and development in the surrounding area in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood.
2. The land use and development regulations within the Specific Plan provide enhancements to the use and design of the subject site that would otherwise not be available through categorical Zoning, including the land uses of residential, retail, and restaurants operating by right on the same site. And, the development standards of the Specific Plan that allow a higher density and overall height than the current zoning.
3. The administration and permit processes within the Specific Plan are consistent with the administration and permit processes of the Zoning Ordinance in that the Specific Plan clearly defines what uses are permitted by right and what uses will require an entitlement such as a Conditional Use Permit or Minor Use Permit. The Specific Plan also clearly states which uses are prohibited in the Specific Plan.

4. The Specific Plan will not be detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood or result in a downgrade for the community because the Specific Plan envisions an enhanced comprehensive development plan for the project site, will enhance the neighborhood, and as described in the Initial Study/Mitigated Negative Declaration, will not result in any significant unmitigable impacts on the environment.
5. The Specific Plan will not adversely affect such necessary community services as traffic, circulation, sewage disposal, fire protection, and water supply for the reasons set forth in the Initial Study/Mitigated Negative Declaration prepared for the Project.

CONDITIONS OF APPROVAL FOR THE SPECIFIC PLAN CASE NO. 2020-004

1. That in accordance with Section 28.4.23 of the Compton Municipal Code, fee in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 5.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of certificate of occupancy for the units.
2. That the applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.
3. That each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).
4. That the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Compton Blvd., Santa Fe Ave and Spring Street, as required and directed by the Public Works Director.
5. That grading, drainage, and hydrology plans, as required by Public Works Department, shall be submitted to and approved by the City Engineer prior to issuance of Building permits.
6. That all utility lines (i.e. electric, street lighting, cable/satellite television, telephone, etc.) shall be placed underground.
7. Elevations of all building pad(s) shall be above the flood level per the current L.A. CO. Flood Control Districts requirements [LACFCD]. Submit Hydrology/Hydraulics Analysis in compliance with the L.A.C.F.C.D.'s requirements for review/approval by the City.
8. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System NPDES [LID, SUSMP, etc] requirements.
9. That a Photometric Lighting plan for all pedestrian and vehicle driving areas shall be submitted to and approved by the Community Development Department prior the submittal of plans for Building Plan Check. The lighting plan shall include provisions for minimizing offsite glare and insuring a minimum of one-foot candle of illumination on all pedestrian and vehicle driving areas.
10. That prior to issuance of Building Permits, the applicant shall submit a site and circulation plan for review and approved by the City of Compton Fire Department to ensure the development conforms with the following but not limited to: fire hydrants, fire lanes, development access points, etc.
11. That the number, spacing, and location of all required fire hydrants shall be reviewed and approved by the Fire and Water Departments.
12. That the proposed development shall be contingent on the adoption of Mitigated Negative Declaration No. 949, approval and adoption of General Plan Amendment Case No. 2020-004 approval of Change of Zone Case No. 2020-004 and the ordinance approving the Change of Zone taking effect.
13. Construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. The project contractor shall

use power construction equipment with state-of-the-art noise shielding and muffling devices to the extent feasible.

14. Noise and ground borne vibration construction activities whose specific location on the site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses, and natural and/or manmade barriers (e.g., intervening construction trailers) shall be used to screen propagation of noise from such activities towards these land uses to the maximum extent possible.
15. Barriers such as, but not limited to, plywood structures or flexible sound control curtains extending eight feet in height shall be erected around the perimeter of active construction areas wherever feasible and physically possible to minimize the amount of noise during construction on the nearby noise-sensitive uses.
16. A construction site notice shall be provided that includes the job site address, permit number, name and phone number of the contractor and owner or owner's agent, hours of construction allowed by code, and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public. (
17. Prior to the issuance of building permits for the proposed project, the Project Applicant shall provide verification that the project meets all fire flow requirements determined by the Fire Department.

Standard Conditions of Approval:

18. That the property shall be developed substantially in accordance with the approved site plan, floor plans, elevations, improvement plans and other documents for Change of Zone Case No. 2020-004, unless otherwise modified by the Community Development Department. Substantial changes/modifications shall be referred back to Planning Commission for review and determination.
19. That construction and property development shall comply with all applicable Federal, State, County, Local Codes, including but not limited to the Compton Municipal Codes, Building Codes, Fire Codes, Housing Codes, Zoning Codes, etc.
20. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building Department for plan check as a detail sheet.
21. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.
22. That all building pad elevations shall be above the flood level per current LA County Flood Control District's requirements. Submit Hydrology/hydraulics analysis in compliance with L.A.C.F.C.D.'s requirements for review and approval by the City.
23. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System (NPDES, LID, SWPPP, SUSMP, etc.) requirements.
24. If required by the Fire Department, a California licensed Professional Engineer must prepare a water pressure analysis for the project and shall be submitted for review and approval by the City Public Works/Municipal Utilities Department.
25. Prior to the issuance of the certificate of occupancy, the applicant and/or developer must implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, fire sprinklers, knox-box or key, on-site fire hydrants, fire escapes, fire alarms etc.
26. That all emergency and fire access points and fire lanes shall be maintained free of obstructions at all times.
27. All entry gates or restricted access points shall also be equipped with Knox boxes or Knox key switches for power-activated gates, as approved by the Fire Department.

28. That the applicant, property manager/HOA, or other responsible party shall be required to implement graffiti removal within three (3) days of notification by the City.
29. That the interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.
30. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.
31. That failure, at any time, to exercise this use (development of up to 300 units) for 24 consecutive months subsequent to the date of approval shall render the 501-600 Compton Specific Plan automatically null and void without benefit of public hearing or notice of action, unless extended by the Planning Commission prior to the date of expiration.
32. All mitigation measures set forth in the Mitigation Monitoring and Reporting Program adopted for this project are hereby made conditions of approval on the Project and shall be implemented accordingly.

SPECIAL CONDITIONS OF APPROVAL FOR 501/601 E. COMPTON BLVD. SPECIFIC PLAN:

1. The project developer shall implement all of the following traffic conditions of approval :
   - Modify on-street parking with red-curb just north of proposed driveway on Santa Fe Avenue to accommodate an entry lane into the site and to improve visibility when exiting the site.
   - Consider installation of a "KEEP CLEAR" zone on Santa Fe Avenue at the project driveway to allow exiting vehicles to access all lanes during peak hours and to minimize conflicts.
   - Based on the trip assignment it appears that a significant amount of project traffic will utilize the Santa Fe Avenue driveway. Given this, re-stripe Santa Fe Avenue at Compton Blvd to extend the existing south bound right-turn only lane and modify signal operations to include a right-turn overlap phase for south bound Santa Fe Avenue at Compton Blvd.
   - Due to increased pedestrian activity as a result of the project, modify signal operations at Santa Fe Avenue and Compton Blvd to include a leading pedestrian interval phase.

COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CONWELL
CITY MANAGER

Exhibits

1) Aerial Map
2) General Plan Map
3) Zoning Map
4) Specific Plan Document (Attachment A)
5) Initial Study/Negative Declaration No. 949
6) Ordinance Approving Change of Zone
7) Resolution Approving Specific Plan subject to Conditions
8) Project Plans

ORDINANCE NO. _____
(CHANGE OF ZONE CASE NO. 2020-004)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE CASE NO. 2020-004, A REQUEST TO, CHANGE THE ZONING OF 501-545 E. COMPTON BLVD., 601-625 E. COMPTON BLVD., 112 N. WILLOW AVE. AND 107 N. SANTA FE AVE. FROM LIMITED COMMERCIAL (CL) AND PARKING/HIGH DENSITY RESIDENTIAL (PRH) TO SPECIFIC PLAN (SP)

WHEREAS, KBK Enterprises has made an application for a change of zone in accordance with Section 30-28 of the Compton Municipal Code to change the zoning of the subject property from Limited Commercial (CL), Parking/High Density Residential (PRH) to Specific Plan (SP) and for the adoption of a specific plan, for a certain real property situated in the City of Compton, legally described as follows:

APN's 6166-022-900-905, 6166-023-900-904: located at 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue and the area subject to the related street vacation no. 20-003 (the "Project Site"); and

WHEREAS, Chapter 30 of the Compton Municipal Code was adopted by the City Council and added as Ordinance 1557; and

WHEREAS, Change of Zone Case No. 2020-004 was processed in accordance with Compton Municipal Code (CMC) 30-28; and

WHEREAS, there is a need for this zone change to be approved to accommodate a large mixed-use, multi-story project in downtown Compton; and

WHEREAS, the zone change will encourage and create additional mixed-use residential and commercial developments along Compton Boulevard; and

WHEREAS, referral, publication and written notice of the proposed amendment was provided in accordance with Sections 65090, and 65091 of the California Government Code prior to consideration of the request by the City Council; and

WHEREAS, an Initial Study and Mitigated Negative Declaration No. 949 was prepared for this project in accordance with the California Environmental Quality Act (CEQA); and that the Project would not have a significant effect on the environment; and

WHEREAS, the notice of intent along with the Initial Study/Mitigated Negative Declaration No. 949 was posted with the Los Angeles County Clerk's office in Norwalk, circulated for a 30-day public review period, mailed to abutting property owners, and posted on the City's website; and

WHEREAS, the Planning Commission held a public workshop on May 26, 2021 and discussed the purpose, scope, and size of the proposed Project, and held a duly noticed public hearing on June 16, 2021, at which time the Commission adopted Resolution No. 4015, recommending that the City Council disapprove the General Plan Amendment, Change of Zone and Specific Plan, and not adopt Mitigation Negative Declaration No. 949 and the Mitigation Monitoring and Reporting Program for the Project for the reasons set forth in that Resolution; and

WHEREAS, a public hearing on said request to change the zoning was held before the City Council on June 8, 2021, which was continued to June 22, 2021; and

WHEREAS, the City Council considered all the information presented pertaining to the Change of Zone No. 2020-004; and

WHEREAS, the City Council being fully informed:

F I N D S

Change of Zone

A. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone will be in conformance with the existing general plan land use designation of Specific Plan when adopted and will therefore achieve consistency between the General Plan and Zoning map. Further, the Project is consistent with the General Plan in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood and the policies of the General Plan including circulation element, land use element including:

Land Use Element, Goal 1: *Revitalize Compton, and create a safe, attractive, desirable community which attracts new businesses and residents of all income ranges.*

Land Use Element, Policy 1.6*: Promote quality design in new development projects.*

Land Use Element, Policy 1.8: *Use specific plans and similar planning approaches as means to focus revitalization efforts on target neighborhoods.*

Land Use Element, Policy 2.4: *Create an identifiable Central Business District around the existing government center*

Land Use Element Policy 4.3: *Include necessary infrastructure improvements in project plans and funding arrangements in areas targeted for redevelopment and revitalization.*

Land Use Element, Policy 4.6: *Allow for integrated, mixed use developments which locate retail and service commercial uses within easy walking distance of the residential neighborhoods they are intended to serve.*

Housing Element, Goal 1: *The City of Compton will improve the housing supply and the choice of housing opportunities through private investment and, where necessary, through public action and financing.*

Housing Element, Goal 4: *The City of Compton will encourage development of a viable urban community consistent with orderly growth and environmental conservation to provide suitable living environments, with access to employment, community facilities, and services.*

Housing Element, Policy 4.1: *The City of Compton will reserve the existing residential neighborhoods and provide areas to accommodate new residential development.*

Housing Element, Policy 2.3: *The City of Compton will encourage variety in the supply of housing at costs affordable to the various income levels of the population.*

Urban Design Element, Goal 1: *Improve the City's image and appearance through a combination of design guidelines and regulations, public investment, and private incentives.*

Urban Design Element, Goal 2: *Eliminate blighting conditions and neighborhood deterioration Citywide to achieve an improved urban environment.*

Urban Design Element, Policy 2.3: *Encourage mixed use residential and retail/service commercial developments along Compton and Rosecrans Boulevards and Wilmington Avenue.*

Circulation Element, Goal 6: *Encourage bicycle and pedestrian travel as an alternative to motorized transportation.*

Circulation Element, Policy 6.2: *Allow for mixed use developments which integrate residential and compatible non-residential uses, and ensure such developments incorporate features which facilitate bike use and pedestrian travel.*

Circulation Element, Policy 1.5: *Provide commercial areas that are conducive to pedestrian and bicycle circulation; and*;

B. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone is more suitable for the subject site than the uses currently permitted in that the new land use designation will be consistent with existing low density residential land use patterns of the surrounding neighborhood for the reasons set forth in paragraph A above; and

C. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone will be not be detrimental to the surrounding area in that the amendment will combine two zoning districts into one SP designation to allow for coordinated and comprehensive development of the site, which will have positive environmental, economic and fiscal impacts for the community.

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

Section 1. The City Council, by separate Resolution No. , adopted Mitigated Negative certified the Final Supplemental Environmental Impact Report, made appropriate environmental findings, and adopted a Mitigation Monitoring and Reporting Program for the Project. Resolution

No. _____ is incorporated by reference, and made a part hereof as if fully set forth herein. The documents and other material that constitute the record on which this decision is based are located in the [Department of Community Development] and are in the custody of the [Director of Community Development].

Section 2. That the zoning of 501-545 East Compton Blvd., 601-625 East Compton Blvd., 112 North Willow Ave. and 107 North Santa Fe Avenue, (APN's 6166-022-900-905, 6166-023-900-904) and including the area subject to the related street vacation No 20-003 if and when vacated, is hereby changed from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP);

Section 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 4. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, Building & Safety and Community Development Department (Planning).

Section 5. That this Ordinance shall take effect thirty (30) days after adoption by the City Council.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause same to be published as required by law.

ADOPTED this _____ day of _____, 2021.

_____
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, 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 _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO.
(SPECIFIC PLAN CASE NO. 2020-004)

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE 501-601 E. COMPTON BLVD. SPECIFIC PLAN FOR THE PROPERTY AT 501-545 E. COMPTON BLVD., 601-625 E. COMPTON BLVD., 112 N. WILLOW AVE. AND 107 N. SANTA FE AVE. SUBJECT TO CONDITIONS

WHEREAS, KBK Enterprises has made an application for a change of zone in accordance with Section 30-28 of the Compton Municipal Code to change the zoning of the subject property from Limited Commercial (CL), Parking/High Density Residential (PRH) to Specific Plan (SP) and for the adoption of a specific plan, for a certain real property situated in the City of Compton, legally described as follows:

APN's 6166-022-900-905, 6166-023-900-904: located at 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue and the areas subject to the related street vacation no. 20-003 (the "Project Site"); and

WHEREAS, Chapter 30 of the Compton Municipal Code was adopted by the City Council and added as Ordinance 1557; and

WHEREAS, Change of Zone and Specific Plan Case No. 2020-004 was processed in accordance with Compton Municipal Code Sections (CMC) 30-28 and 30-54; and

WHEREAS, there is a need for this Specific Plan to be approved to accommodate a large mixed-use, multi-story project in downtown Compton; and

WHEREAS, the Specific Plan will encourage and create additional mixed-use residential and commercial developments along Compton Boulevard; and

WHEREAS, referral, publication and written notice of the proposed Specific Plan was provided in accordance with Sections 65090, and 65091 of the California Government Code prior to consideration of the request by the City Council; and

WHEREAS, an Initial Study and Mitigated Negative Declaration No. 949 was prepared for this project in accordance with the California Environmental Quality Act (CEQA); and that the Project would not have a significant effect on the environment; and

WHEREAS, the notice of intent along with the Initial Study/Mitigated Negative Declaration No. 949 was posted with the Los Angeles County Clerk's office in Norwalk, circulated for a 30-day public review period, mailed to abutting property owners, and posted on the City's website; and

WHEREAS, the Planning Commission held a public workshop on May 26, 2021 and discussed the purpose, scope, and size of the proposed Project, and held a duly noticed public hearing on June 16, 2021, at which time the Commission adopted Resolution No. 4015, recommending that the City Council disapprove the General Plan Amendment, Change of Zone and Specific Plan, and not adopt Mitigation Negative Declaration No. 949 and the Mitigation Monitoring and Reporting Program for the Project for the reasons set forth in that Resolution; and

WHEREAS, a public hearing on said request to change the zoning was held before the City Council on June 8, 2021, which was continued to June 22, 2021; and

WHEREAS, the City Council considered all the information presented pertaining to the Change of Zone No. 2020-004 and the Specific Plan; and

WHEREAS, the City Council being fully informed:

F I N D S

Specific Plan

A. The proposed Specific Plan is consistent with the General Plan goals, policies, and implementation programs in that the Specific Plan will be an implementation of the proposed General Plan land use designation of Specific Plan, and compatible with the existing patterns of zoning, land use and development in the surrounding area in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood.

B. The land use and development regulations within the Specific Plan provide enhancements to the use and design of the subject site that would otherwise not be available through categorical Zoning, including the land uses of residential, retail, and restaurants operating by right on the same site. And, the development standards of the Specific Plan that allow a higher density and overall height than the current zoning.

C. The administration and permit processes within the Specific Plan are consistent with the administration and permit processes of the Zoning Ordinance in that the Specific Plan clearly defines what uses are permitted by right and what uses will require an entitlement such as a Conditional Use Permit or Minor Use Permit. The Specific Plan also clearly states which uses are prohibited in the Specific Plan.

D. The Specific Plan will not be detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood or result in a downgrade for the community because the Specific Plan envisions an enhanced comprehensive development plan for the project site, will enhance the neighborhood, and as described in the Initial Study/Mitigated Negative Declaration, will not result in any significant unmitigable impacts on the environment.

E. The Specific Plan will not adversely affect such necessary community services as traffic, circulation, sewage disposal, fire protection, and water supply for the reasons set forth in the Initial Study/Mitigated Negative Declaration prepared for the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES:

Section 1. The City Council, by separate Resolution No. , adopted Mitigated Negative certified the Final Supplemental Environmental Impact Report, made appropriate environmental findings, and adopted a Mitigation Monitoring and Reporting Program for the Project. Resolution No. is incorporated by reference, and made a part hereof as if fully set forth herein. The documents and other material that constitute the record on which this decision is based are located in the [Department of Community Development] and are in the custody of the [Director of Community Development].

Section 2. That the 501/601 E. Compton Blvd. Specific Plan is adopted as set forth in Exhibit “A”, and made applicable to the property at 501-545 East Compton Blvd., 601-625 East Compton Blvd., 112 North Willow Ave. and 107 North Santa Fe Avenue, (APN’s 6166-022-900-905, 6166-023-900-9040), and including the area subject to the related street vacation no. 20-003 if and when vacated, subject to the conditions of approval set forth in Exhibit “B”.

Section 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 4. That this resolution adopted hereby shall take immediate effect and be in full force 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 Resolution.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
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, do 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 _____, 2021.

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

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

_____
CLERK OF THE CITY OF COMPTON

Exhibit A

501/601 E. Compton Blvd. Specific Plan

Exhibit B

501/601 E. Compton Blvd. Specific Plan
Conditions of Approval

CONDITIONS OF APPROVAL - SPECIFIC PLAN

1. That in accordance with Section 28.4.23 of the Compton Municipal Code, fee in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 5.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of certificate of occupancy for the units.
2. That the applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.
3. That each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).
4. That the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Compton Blvd., Santa Fe Ave and Spring Street, as required and directed by the Public Works Director.
5. That grading, drainage, and hydrology plans, as required by Public Works Department, shall be submitted to and approved by the City Engineer prior to issuance of Building permits.
6. That all utility lines (i.e. electric, street lighting, cable/satellite television, telephone, etc.) shall be placed underground.
7. Elevations of all building pad(s) shall be above the flood level per the current L.A. CO. Flood Control Districts requirements [LACFCD]. Submit Hydrology/Hydraulics Analysis in compliance with the L.A.C.F.C.D.'s requirements for review/approval by the City.
8. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System NPDES [LID, SUSMP, etc] requirements.
9. That a Photometric Lighting plan for all pedestrian and vehicle driving areas shall be submitted to and approved by the Community Development Department prior the submittal of plans for Building Plan Check. The lighting plan shall include provisions for minimizing offsite glare and insuring a minimum of one-foot candle of illumination on all pedestrian and vehicle driving areas.
10. That prior to issuance of Building Permits, the applicant shall submit a site and circulation plan for review and approved by the City of Compton Fire Department to ensure the development conforms with the following but not limited to: fire hydrants, fire lanes, development access points, etc.
11. That the number, spacing, and location of all required fire hydrants shall be reviewed and approved by the Fire and Water Departments.
12. That the proposed development shall be contingent on the adoption of Mitigated Negative Declaration No. 949, approval and adoption of General Plan Amendment Case No. 2020-004 approval of Change of Zone Case No. 2020-004 and the ordinance approving the Change of Zone taking effect.
13. Construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices to the extent feasible.
14. Noise and ground borne vibration construction activities whose specific location on the site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses, and natural and/or manmade barriers (e.g., intervening construction trailers) shall be used to screen propagation of noise from such activities towards these land uses to the maximum extent possible.
15. Barriers such as, but not limited to, plywood structures or flexible sound control curtains extending eight feet in height shall be erected around the perimeter of active construction areas wherever feasible and physically possible to minimize the amount of noise during construction on the nearby noise-sensitive uses.
16. A construction site notice shall be provided that includes the job site address, permit number, name and phone number of the contractor and owner or owner's agent, hours of construction allowed by code, and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public. (

17. Prior to the issuance of building permits for the proposed project, the Project Applicant shall provide verification that the project meets all fire flow requirements determined by the Fire Department.

Standard Conditions of Approval:

18. That the property shall be developed substantially in accordance with the approved site plan, floor plans, elevations, improvement plans and other documents for Change of Zone Case No. 2020-004, unless otherwise modified by the Community Development Department. Substantial changes/modifications shall be referred back to Planning Commission for review and determination.
19. That construction and property development shall comply with all applicable Federal, State, County, Local Codes, including but not limited to the Compton Municipal Codes, Building Codes, Fire Codes, Housing Codes, Zoning Codes, etc.
20. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building Department for plan check as a detail sheet.
21. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.
22. That all building pad elevations shall be above the flood level per current LA County Flood Control District's requirements. Submit Hydrology/hydraulics analysis in compliance with L.A.C.F.C.D.'s requirements for review and approval by the City.
23. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System (NPDES, LID, SWPPP, SUSMP, etc.) requirements.
24. If required by the Fire Department, a California licensed Professional Engineer must prepare a water pressure analysis for the project and shall be submitted for review and approval by the City Public Works/Municipal Utilities Department.
25. Prior to the issuance of the certificate of occupancy, the applicant and/or developer must implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, fire sprinklers, knox-box or key, on-site fire hydrants, fire escapes, fire alarms etc.
26. That all emergency and fire access points and fire lanes shall be maintained free of obstructions at all times.
27. All entry gates or restricted access points shall also be equipped with Knox boxes or Knox key switches for power-activated gates, as approved by the Fire Department.
28. That the applicant, property manager/HOA, or other responsible party shall be required to implement graffiti removal within three (3) days of notification by the City.
29. That the interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.
30. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.
31. That failure, at any time, to exercise this use (development of up to 300 units) for 24 consecutive months subsequent to the date of approval shall render the 501-600 Compton Specific Plan automatically null and void without benefit of public hearing or notice of action, unless extended by the Planning Commission prior to the date of expiration.
32. All mitigation measures set forth in the Mitigation Monitoring and Reporting Program adopted for this project are hereby made conditions of approval on the Project and shall be implemented accordingly.

SPECIAL CONDITIONS OF APPROVAL FOR 501/601 E. COMPTON BLVD. SPECIFIC PLAN:

1. The project developer shall implement all of the following traffic conditions of approval :

- Modify on-street parking with red-curb just north of proposed driveway on Santa Fe Avenue to accommodate an entry lane into the site and to improve visibility when exiting the site.
- Consider installation of a "KEEP CLEAR" zone on Santa Fe Avenue at the project driveway to allow exiting vehicles to access all lanes during peak hours and to minimize conflicts.
- Based on the trip assignment it appears that a significant amount of project traffic will utilize the Santa Fe Avenue driveway. Given this, re-stripe Santa Fe Avenue at Compton Blvd to extend the existing south bound right-turn only

lane and modify signal operations to include a right-turn overlap phase for south bound Santa Fe Avenue at Compton Blvd.

Due to increased pedestrian activity as a result of the project, modify signal operations at Santa Fe Avenue and Compton Blvd to include a leading pedestrian interval phase.

CITY OF COMPTON

501/601 E. Compton Blvd. Specific Plan

Public Hearing Draft - May 19, 2021



1. INTRODUCTION AND PROJECT DESCRIPTION

1.1 PURPOSE

The 501/601 East Compton Boulevard is a Specific Plan which is intended to establish land use development regulations. As these development regulations are not at this time available in the Compton Municipal Code, the 501/601 East Compton Boulevard Specific Plan introduces them in order to regulate the development of a proposed mixed-use project on City and Successor Agency-owned land at the addresses of 501 and 601 East Compton Boulevard, Compton, California 90220.

What is a Specific Plan?

A Specific Plan is a regulatory tool that local governments use to implement their General Plan and to guide development in a localized area. While the General Plan is the overall guide for growth and development in a community, the goal of a Specific Plan is to focus on the unique characteristics of a special area by customizing the planning process and land use regulations to that area. The authority for preparation and adoption of specific plans is set forth in the California Government Code, Sections 65450 through 65457. The California Government Code authorizes jurisdictions to adopt specific plans by ordinance as regulatory documents. The law allows adoption of Specific Plans as may be required for the implementation of the General Plan.

1.2 PROJECT LOCATION

Figure 1-1 shows the Specific Plan area, which is located on the north side of Compton Boulevard between Spring Avenue and Santa Fe Avenue. The parcels in question have multiple addresses, but they are summarized as 501/601 E. Compton Boulevard for the purposes of this Specific Plan. The 501 block refers to the western block between Spring Avenue and Willow Avenue, and the 601 block refers to the eastern block between Willow Avenue and Santa Fe Avenue.



Figure 1-1: Specific Plan Area

1.3 PROJECT DESCRIPTION

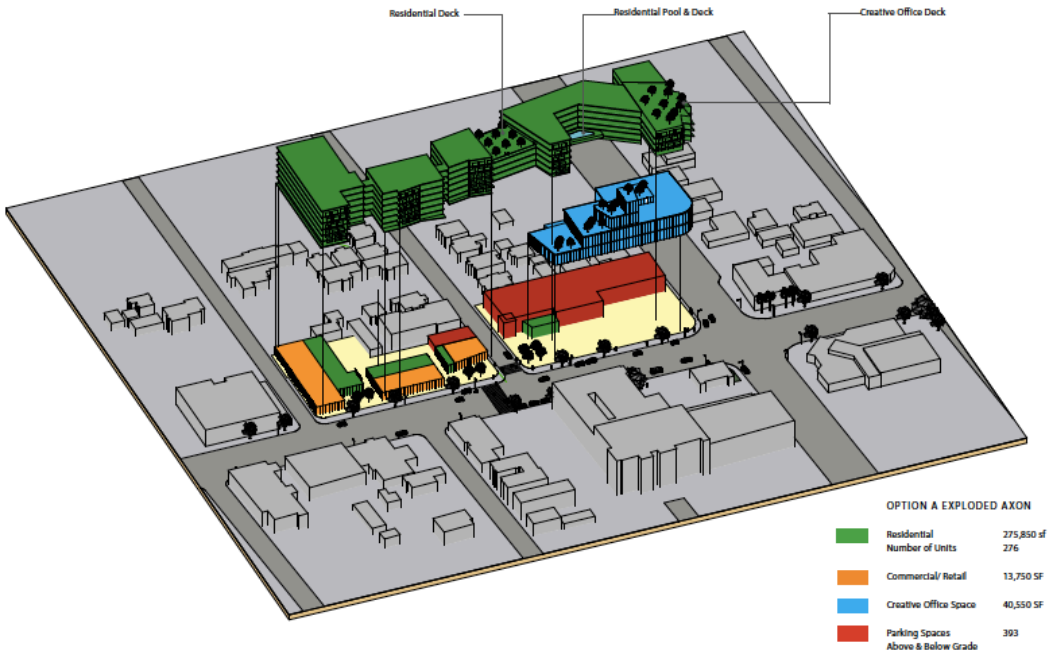
Project sponsor KBK Enterprises proposes a development at 501/601 E. Compton Boulevard which includes the following elements:

- Compton Innovation Hub and Creative Studios
- Approximately 7,000 sf of retail uses
- Approximately 290 residential units
- Pedestrian plaza (Willow Plaza)
- 407 parking spaces

All uses will be accommodated in a seven-story structure which will be broken up into different vertical modules and which will bridge over Willow Street. The building will have a maximum height of 85 feet, not including mechanical equipment hidden from public view. Massing is oriented toward Compton Boulevard, with lower heights on the south side of the project. The overall building area is presented in Table 1.1, and the planned distribution of uses is shown in Figure 1-2. Construction is planned to initiate in 2022 and complete in 2024.

TABLE 1.1: Building Program

Program Type	Building Area
Residential	179,440 sf
Residential Amenities/Services	6,126 sf
Community Serving Retail	7,734 sf
Innovation Hub and Creative Studios	44,787 sf
Commercial Service Spaces	1,185 sf
Total Building	239,272 sf
Total Site Area	92,954 sf



The individual elements of the development are described below:

1. Compton Innovation Hub and Creative Studios

The Compton Innovation Hub (Hub) and Creative Studios is envisioned to be a curated space designed to cultivate innovation in technology, arts, and entrepreneurial concept and collateral launches for Compton's innovators. The Hub will provide learning labs, co-working and product development/"makers" labs, studios, and recreational space for artists, writers, musicians, designers and tech developers by creating a state of the art, high-energy atmosphere for learning, collaboration, and production.

The Hub will be an approximately 44,787 square-foot innovation hub and creative studios located on four floors on the southeast portion of the site. The primary entrance will be onto Willow Plaza at the current corner of Willow Avenue and Compton Boulevard. The design features tall open spaces with mezzanines and partial upper floors, following the models for recently developed technology spaces in Los Angeles Area - Playa Del Rey and Silicon Beach locations.

Building program elements on each floor are envisioned to include:

- **Ground Floor:** The project includes the development of a ground floor virtual museum and flex space, highlighting the immense talent and creatives that have come from Compton. The flex area will also provide technology components that enable networking events, presentations, small screenings, live performances, collaborative discussions and informal meetings. The area will also include an informational/check-in booth and may include the Hub's cafeteria.
- **Second Floor:** The Hub will also feature learning laboratories, audio and visual production and control facilities, cinema stage, conference/ collaboration rooms, quiet space/ flex working room, recreational/co-working flex area, green rooms, product entrepreneurial product development laboratories, compact commercial kitchen space and coffee bar.
- **Third Floor:** The third floor will feature an exterior deck, exterior working area, flex space equipped for event activations, screenings, networking, and wellness activities. The area will also provide space for ancillary storage and technology units.
- **Fourth Floor:** A small top floor is also connected to an exterior deck and may house the Hub's cafeteria.

The exterior of the Innovation Hub will be a unique experience of outdoor spaces connected all the way up the building with a series of staircases and trees planted on each levels, creating a green extension of the Compton Boulevard streetscape leading to a green roof deck over eighty feet above ground level. The spaces going up the building will be connected into the indoor working environments of the Innovation Hub and provide spaces for outdoor working, meetings and socializing. A mixture of softscape and hardscape will balance space for people with space for vegetation providing shade, urban heat island reduction and reduction of runoff.

2. Willow Plaza

A public pedestrian plaza will be created by closing Willow Avenue to vehicular traffic. This public plaza will become the focus point for the site and the nearby district. The beginning of the Innovation Hub's exterior staircase will spill out onto the plaza with an inviting and uniquely designed seat stair, encouraging people to spend time, view the plaza and intermingle between residents and employees of the Innovation Hub. The floor of the plaza provides an opportunity for signature public art or other horizontal programming such as small performances. West of the center of the plaza will be retail-adjacent areas for outdoor dining, tree planting and more public art that connects the energy of the center of the development with the Compton Boulevard sidewalk.

The building is proposed to bridge over the central/northern section of Willow Plaza, linking residents on both sides of the Willow Avenue with amenities on the opposite side and dividing the more active front side of the building from the more tranquil, residential and neighborly-oriented north side. The portion that is under the bridge will be well lit to provide a safe pathway for residents of the neighborhood to be able to circulate at all hours. The building will be approximately 25 to 30 feet above the plaza.

Public pedestrian access will be assured through the plaza at all times of the day, but there will be no public vehicular access. Removable bollards will be installed to permit vehicles to enter or go through the plaza for temporary or emergency uses. The closure of this area to public vehicular traffic will prevent Willow Avenue from receiving the project's vehicular traffic.

3. Retail Uses

Two spaces for commercial retail uses are proposed, both fronting on the western side of Willow Plaza, facing Compton Boulevard on the block between Spring Avenue and Willow Avenue. These spaces total 7,734 square feet and may be used for a variety of commercial retail uses, including food services. Spaces apt for outdoor dining are provisioned between the retail uses and the public sidewalk.

4. Residential Uses

The 501/601 E. Compton Blvd. development is proposed to include up to 300 residential units including 60 (20%) affordable. Affordable units will be made affordable to households earning no more than 80% of area median income. Approximately 20% are anticipated to be studio units, 26% 1-bedroom units and 54% 2-bedroom units.

All residential units are proposed to be on upper floors except for one short building of two-story loft-style units in the back of the western block. The residential density of the project is up to 136 dwelling units per acre.

The project provides 5,850 sf of private open space, 19,350 sf of common residential open spaces, and 13,000 sf of public open space, in addition to the commercial open space located on various roof decks. The project's countable residential open space, as defined with the standards in Section 4.3.5 of this Specific Plan, is 105 square feet per unit. Common residential open spaces include ground-floor courtyards on the western block, a pool area on the third floor, reading nooks and other intimate spaces on the third floor, a roof deck on the fifth floor in the northwest corner of the building, and a roof deck on the seventh floor over the bridge above Willow Avenue.

5. Parking

The project proposes to provide space for 389 parked vehicles, which is in compliance with the standards outlined in Section 4.3.6 of this Specific Plan.

Most commercial parking (retail and Innovation Hub) is located in a small above-grade garage on the first three levels of the building in the northern part of the 601 block of Compton Boulevard. This garage includes 107 parking spaces and is accessed from Santa Fe Avenue.

Residential parking, and a limited amount of commercial employee parking, is located in a below-grade garage with room for 282 vehicles with use of puzzle parking lifts. These lifts can be operated by residents after a quick training. The garage goes below Willow Plaza and covers both blocks in one level that will be approximately 15 feet deep.

6. Access, Security, Lighting and Adjacencies

24-hour public access will be available along all sidewalks and in Willow Plaza, including the connection between Compton Boulevard and Willow Avenue. The Innovation Hub, retail and residential components of the development, however, will all be separated from an access point of view. Entrances into the residential area, with the possible exception of the lobbies, will have access controlled through gates or other mechanisms.

The development will provide comprehensive, downward-directed lighting along all project edges and in all public spaces to ensure a safe environment while avoiding direct light pollution on neighboring properties. A 6' solid masonry wall will divide the 501/601 E Compton Blvd development from these properties, and trees will be planted against this wall on the majority of the property line.

7. Sustainability Features

As a dense, transit-oriented development, the proposed development will use much less building energy per capita and generate a much higher share of low-carbon transportation modes accessing the project, including use of Metro light rail and local buses, walking and biking. The project will also include multiple green roofs on multiple levels that will help to reduce runoff and urban heat island effect.

1.3 APPLICABILITY AND CONFORMITY OF DEVELOPMENT

This Specific Plan describes the development currently being proposed by KBK Enterprises. No construction, modification, addition, or placement of any building or structure shall occur, nor shall any new use commence on any lot, on or after the effective date of this Specific Plan that is not in conformity with the provisions of this Specific Plan.



Figure 1-3 Project Landscape Plan





Figure 1-4 Renderings of proposed project

2. CONTEXT

2.1 PROJECT LOCATION

Compton is a city of approximately 100,000 residents located 10 miles south of Downtown Los Angeles. Interstate 710 runs through the eastern part of the city, which is bisected by the Metro A Line (Blue), with two stops at Artesia and Compton Stations. Compton is bordered by the City of Carson to the south, unincorporated Willowbrook to the west and north, the City of Lynwood to the Northeast, unincorporated East Compton to the east, and the City of Long Beach to the southeast.

The project area is located on East Compton Boulevard on the eastern end of Downtown Compton between North Santa Fe Avenue and North Spring Avenue, with North Willow Avenue running through the middle. The project area encompasses 2.27 acres (98,893.5 square feet) on 11 commercial parcels (501, 515, 517, 535, 545 E. Compton Blvd., 601 and 607 W. Compton Blvd., 112 N. Willow Ave. and 107 Santa Fe Ave.). Compton Boulevard and Santa Fe Avenue serve as the closest major streets, and freeway access is provided to I-110 by Compton Boulevard, to I-105 and CA-91 by Alameda Street and to I-710 by Rosecrans Avenue.

The center of the site is located approximately 0.45 miles walk from Metro's Compton Station. Compton Station provides all-day, frequent rapid transit access to the Los Angeles metropolitan area including Downtown Los Angeles, Downtown Long Beach and Los Angeles International Airport.

The site is currently vacant. Single- and multi-family residential uses abut the site to the north. To the west across Spring Street is a vacant former school building, and to the south across Compton Boulevard are various commercial buildings including a large windowless AT&T facility, a funeral home and a small shopping center. On the east side of the site, across Santa Fe Avenue, are the Salvation Army and a Jehovah's Witnesses church.

Compton Boulevard is a commercial corridor, with most nearby commercial services provided at the Compton Renaissance Center and Compton Towne Center a 10 minutes' walk to the west. Wilson Park is located one block to the west. Lifeline Education Charter School and Lifeline Education Middle School are located to the south on Santa Fe Avenue at Laurel Street and Myrrh Street, respectively.





The project site is mostly vacant, exerting a blighting influence on Compton Boulevard and the nearby neighborhood.





Low-scaled apartment buildings and houses, many which have been accommodated for multiple families, are located behind the site. Across Compton Blvd. is a shopping center and a large AT&T building.



Figure 2-1 **Regional Setting and Transit Connections**

2.2 DOWNTOWN COMPTON VISION

The City of Compton is currently preparing a Compton Station Specific Plan, which is a transit-oriented development (TOD) Specific Plan funded by Metro covering all land within a roughly one-half mile radius of Compton Station. This TOD Specific Plan has been informed by many different channels of public engagement, including:

- Interactive booths at Compton Open Mic Night, the Christmas Parade and YouthBuild
- Video workshops
- Consistent Instagram campaign with over 400 followers
- Meetings and interviews with a stakeholders committee

The emerging vision from the TOD Specific Plan is to build a better Downtown Compton, restoring it to the role it once played as the commercial, civic and cultural center of the community, and building it into a world-class destination that all Compton residents can enjoy. Key themes include:

- Providing retail amenities and entertainment – places for Compton residents to go
- Increasing housing opportunities and leveraging public land for affordable housing development, creating a bulwark against future housing pressures
- Taking advantage of Compton's immense talent and human resources to achieve economic development for the benefit of residents through cultural production and attractions

As shown in Figure 2-2, the physical framework of Downtown Compton consists of three primary districts:

- Civic Center: active, historic, community focus, symbolic
- Commercial Core: vibrant, commercial, dense local and regional destination
- Historic Core (location of the project): locally-focused, arts, nightlife, innovative, local businesses

These three districts will be united through a pedestrian-friendly, activated Compton Boulevard and diagonal connection to the Metro station. Compton Boulevard's design will need to change in order to accomplish its transformation from vehicular passthrough to pedestrian-friendly, expressive main street for this unique and proud community.

The 501/601 E Compton Blvd proposed development will catalyze this vision for the rest of the Downtown area through the Innovation Hub's creation of physical and social spaces for Compton entrepreneurs, the addition of affordable housing, and the beginning of implementing a new streetscape and pedestrian environment for Compton Boulevard. It will set the stage for future development and improvements across the Downtown.





The Compton Station Specific Plan is being developed with a great amount of public input from young and old.

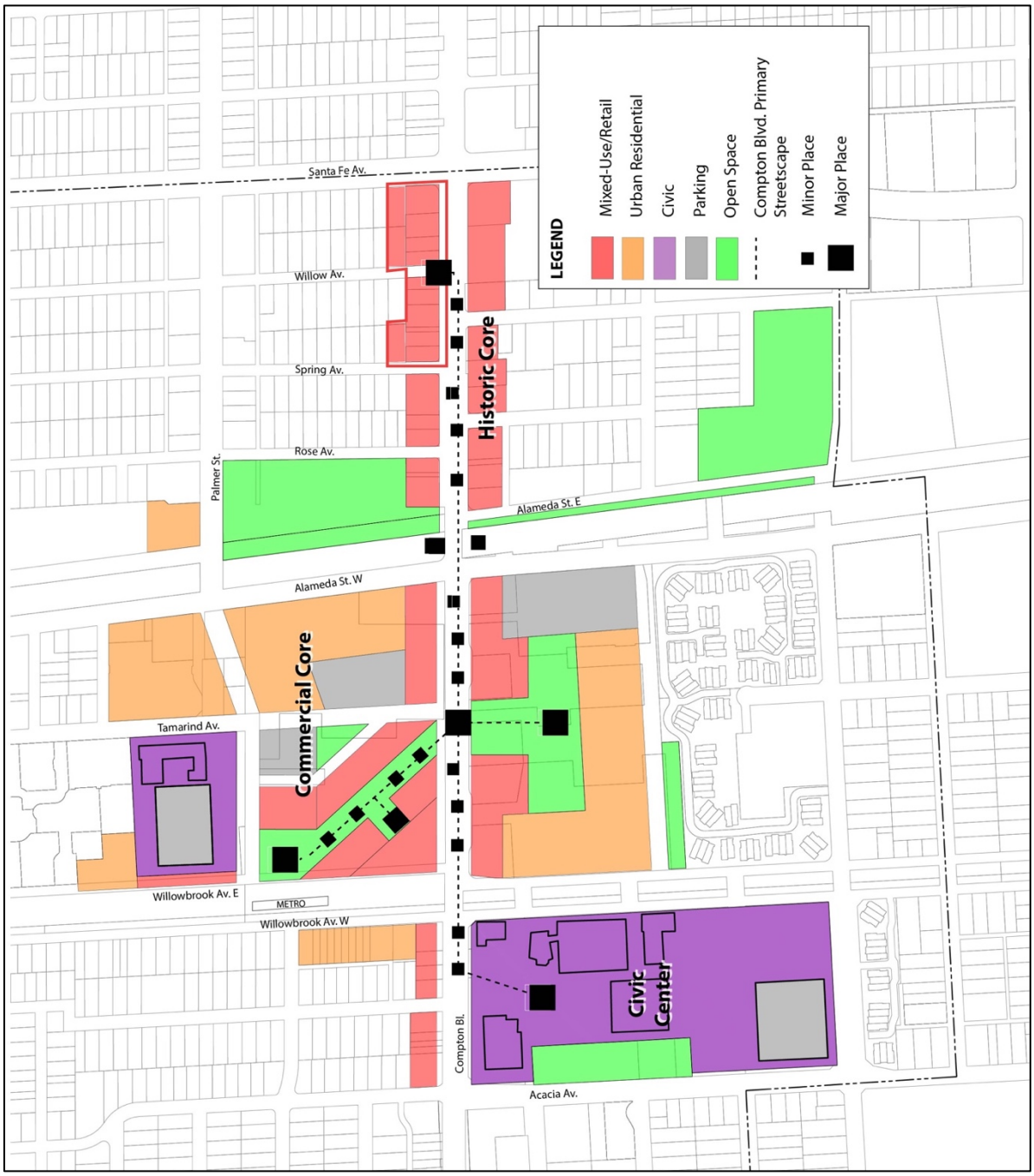


Figure 2-2 Downtown Compton Vision Framework

3. RELATIONSHIP TO OTHER LAND USE REGULATIONS

3.1 INTRODUCTION

A Specific Plan is a regulatory tool to guide development in a local area consistent with the City's General Plan. While the General Plan provides the primary guide for growth and development citywide, the Specific Plan customizes the planning process to enhance and promote the unique characteristics of a special area. This Specific Plan is adopted pursuant to Section 65450 et. seq. of the California Government Code. The General Plan is also being amended in order to remain consistent.

3.2 GENERAL PLAN LAND USE DIAGRAM AND ZONING MAP CONSISTENCY

As a part of the approval of this Specific Plan, the General Plan Land Use Diagram and Zoning Map are being amended to incorporate this Specific Plan. The current General Plan Land Use designations for the site are GC – General Commercial – on the Compton Blvd. fronting parcels and LR – Low Density Residential – on the other parcels. The current zoning designations are CL – Limited Commercial – on the Compton Blvd. fronting parcels and PRH – Parking High Density Residential – on the other parcels. New General Plan Land Use and zoning designations will be adopted by the City in order to accommodate the standards in this Specific Plan.

3.3 CONSISTENCY WITH GENERAL PLAN GOALS AND POLICIES

The City of Compton's General Plan was adopted in 1990. The policy analysis below describes how the Specific Plan complies with General Plan goals and policies related to the project.

1. Targeted Community Revitalization and Beautification

Land Use Element, Goal 1: *Revitalize Compton, and create a safe, attractive, desirable community which attracts new businesses and residents of all income ranges.*

Land Use Element, Policy 1.6*: Promote quality design in new development projects.*

Land Use Element, Policy 1.8: *Use specific plans and similar planning approaches as means to focus revitalization efforts on target neighborhoods.*

Urban Design Element, Goal 1: *Improve the City's image and appearance through a combination of design guidelines and regulations, public investment, and private incentives.*

Urban Design Element, Goal 2: *Eliminate blighting conditions and neighborhood deterioration Citywide to achieve an improved urban environment.*

Urban Design Element, Policy 2.3: *Encourage mixed use residential and retail/service commercial developments along Compton and Rosecrans Boulevards and Wilmington Avenue.*

Housing Element, Policy 4.1: *The City of Compton will reserve the existing residential neighborhoods and provide areas to accommodate new residential development.*

The 501/601 E. Compton Blvd. replaces a vacant lot which was previously the site of older buildings which had themselves been vacant for many years. The proposed development is anticipated to be one of the more forward-looking and attractive development projects in the entire County of Los Angeles, signaling a major improvement in Compton's image that builds upon the community's existing strengths in cultural production. The development will be centered on a major public plaza at the current intersection of Compton Boulevard and Willow Street with public art, seating and vegetation. A unique staircase with trees and vegetation will lead up along the Compton Boulevard side of the project to a green roof deck at the top. The development will also include several different massing modules and frontage planes, creating a unique and modern statement about Downtown Compton.

Massing and views from the project are intended to focus all activity away from the residential neighborhood to the north, which is zoned RH (Residential High Density) and is developed with a mix of single-family and multi-family apartments. Willow Street will be closed in order to prohibit vehicles accessing the project from using it or residential traffic from accessing Compton Boulevard.

2. Access to Jobs and Services

Land Use Element, Policy 2.4: *Create an identifiable Central Business District around the existing government center*

Housing Element, Goal 4: *The City of Compton will encourage development of a viable urban community consistent with orderly growth and environmental conservation to provide suitable living environments, with access to employment, community facilities, and services.*

501/601 E Compton Blvd. is an example of downtown transit-oriented development which places a high density of residences, amenities and jobs within walking distance of the Metro A Line (Blue), which provides access for people of all incomes and abilities to the greater Los Angeles region.

It introduces the first major job center in Downtown Compton since the construction of the Civic Center and commercial centers in the 1970's. The 40,000 square foot Innovation Hub has been planned specifically with the goal of creating employment, entrepreneurship and business development opportunities for Compton's leaders in cultural industries including art, film and music, as well as technology. This has the potential to reverse the trends in place over the past decades in which Compton has gained worldwide recognition because of artistic talent, yet has seen profits flow elsewhere because there has not been a business infrastructure for the production and distribution of creative content.

3. Pedestrian and Bicycle Friendliness

Land Use Element, Policy 4.6: *Allow for integrated, mixed use developments which locate retail and service commercial uses within easy walking distance of the residential neighborhoods they are intended to serve.*

Circulation Element, Goal 6: *Encourage bicycle and pedestrian travel as an alternative to motorized transportation.*

Circulation Element, Policy 6.2: *Allow for mixed use developments which integrate residential and compatible non-residential uses, and ensure such developments incorporate features which facilitate bike use and pedestrian travel.*

Circulation Element, Policy 1.5: *Provide commercial areas that are conducive to pedestrian and bicycle circulation.*

501/601 E Compton Blvd. will implement streetscape improvements that will restore and improve upon the pedestrian-friendly, downtown environment along Compton Blvd. that existed until the 1960's. Sidewalks will be expanded from 8' wide to 16.5' wide, wide-canopy street trees will be planted, and comfortable street furniture will be added. Bicycle safety and convenience will be improved by upgrading the existing Class II bike lanes to Class IV, protected bike lanes. The project also includes a generous amount of secured long-term bicycle parking (1/residential unit and 0.5/projected employee), as well as short-term bicycle parking for visitors. Finally, the Specific Plan ensures that these areas will remain well maintained and secured for the enjoyment of members of the community.

4. Infrastructure Improvements

Land Use Element Policy 4.3: *Include necessary infrastructure improvements in project plans and funding arrangements in areas targeted for redevelopment and revitalization.*

California Government Code Section 65450 states that Specific Plans must establish "the proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan." The analysis contained in this Specific Plan should ensure that all necessary infrastructure improvements are accounted for in the development. Section 9.3 of this Specific Plan details the infrastructure systems that the development will pay for.

5. Housing Diversity

Housing Element, Goal 1: *The City of Compton will improve the housing supply and the choice of housing opportunities through private investment and, where necessary, through public action and financing.*

Housing Element, Policy 2.3: *The City of Compton will encourage variety in the supply of housing at costs affordable to the various income levels of the population.*

501/601 E Compton Blvd will add 290 sorely needed new residential units to the supply of housing in the City and region. Among these will be 58 income-restricted affordable units with an average affordability level of 50% AMI (area median income). Census data indicates that currently 37% of Compton renters are severely rent-burdened.

501/601 E Compton Blvd will be provide a unique type of living experience not available elsewhere in the City of Compton. 84.9% of the City's housing stock is over 40 years old, and City staff has estimated that 45% of the housing stock requires substantial rehabilitation.[1] Recent development projects completed in the City have consisted of single-family detached or attached housing, adding to the preeminence of single-family housing in the City (78% of all units). In contrast, 501/601 E Compton Blvd will provide new, modern, ADA-accessible multifamily housing with amenities including pools. It is anticipated that this type of housing will accommodate multiple types of households, but be particularly attractive to groups who possess less of a need for single-family housing, such as singles, childless couples and empty nesters.

[1] Compton 5th Cycle Housing Element, p. 11.

4. DEVELOPMENT REGULATIONS

4.1 ADMINISTRATION AND PROCEDURES

1. Purpose and Intent

This Administration and Procedures Section sets forth the processes used for the application, review and decision–making for land development and use requests within the Specific Plan. It is the intent of this Specific Plan that any developer, builder, property owner, or other authorized agent seeking to establish a use and/or develop pursuant to this Specific Plan will have an application processed in an expeditious manner with administrative approvals where allowed by these Administrative Procedures. Applications that deviate from the standard provisions, where allowed by this Specific Plan, may require discretionary review and action.

2. Applicability

A. Requirements for structures and land uses. No permit shall be issued by the City unless the proposed project complies with all applicable provisions of this Chapter, including applicable findings, conditions of approval, and all other applicable provisions of law.

B. Legal Parcel. The site of a proposed land use, development, modification or other improvement subject to this Chapter shall be on a parcel(s) legally created in compliance with the Subdivision Map Act and the City's Subdivision Regulations.

C. Minimum requirements. The provisions of this Chapter are minimum requirements for the protection and promotion of the public health, safety, and general welfare.

D. Permits and Procedures. Permits and procedures legally existing in City Zoning Code as of the adoption of this Chapter shall continue to apply, in addition to other permits and approvals listed in this Section.

3. Review Authority

A. This Specific Plan shall be administered by the City Council, Planning Commission, and the Community Development Director. Table 4.1 (Designated Approving Authority) identifies the review authority established for the code.

4. Specific Plan Interpretation

A. The Community Development Director shall interpret the provisions of the Specific Plan. Applications for a Specific Plan Interpretation shall be filed with the Community Development Director. The Community Development Director shall respond in writing to written requests for Specific Plan Interpretations within 30 days from the date the request has been submitted. The Community Development Director may issue an official interpretation or refer any issue of interpretation to the Planning Commission for its determination.

B. Official interpretations shall be written and shall quote the provisions of this Specific Plan being interpreted, and the applicability in the particular or general circumstances that caused the need for interpretations, and the determination. Written interpretations shall become a part of the Specific Plan, as a separate appendix. The Community Development Director will maintain a complete record of all official interpretations to this Specific Plan, indexed by the number of the Chapter or Section that is the subject of the interpretation.

5. Administrative Relief

A. Purpose. The purpose of this Section is to enable the Community Development Director to approve minor deviations from the TOD standards of this Chapter. An authorization to approve Administrative Relief does not extend to making any changes in the uses permitted in any zone.

B. Applicability. This Section is applicable to projects in the Specific Plan.

I. The Community Development Director may allow Administrative Relief of maximum 20 percent of any measurable standard of this Chapter, or the amount prescribed for the items specified in Table 4.2 (Types of Administrative Relief Allowed), whichever is most restrictive. The Community Development Director may allow Administrative Relief only after first making the findings specified in Subsection E.5 (Findings and

Decision) and Table 4.2(Types of Administrative Relief Allowed).

Review Authority. The Community Development Director may approve or deny an application for Administrative Relief or may refer the application to the Planning Commission for review and final decision in compliance with this Section, when the request falls outside the parameters of this Section.

Application Review.

I. The Community Development Director, in compliance with Subsection E.2, shall review the application for Administrative Relief.

II. A public hearing shall not be required for the decision on Administrative Relief.

I. Findings and Decision. An application for Administrative Relief may be approved subject to conditions or denied by the review authority. The review authority may impose any conditions deemed reasonable and necessary to ensure that the approval will comply with the findings required by this Section. The review authority may approve Administrative Relief only after first making all of the following findings in writing:The development meets all other standards and requirements in this TOD Code;

II. There are special circumstances uniquely applicable to the property that cannot be resolved by a redesign of the project, such as its size, shape, topography, location, or surroundings;

III. Approving Administrative Relief will not grant special privileges inconsistent with the limitations upon other properties in the vicinity and the zone in which the property is located;

IV. The special circumstances uniquely applicable to the property are not self-imposed by any person presently having an interest in the property; and,

V. The requested Administrative Relief will not allow the establishment of a use that is not otherwise permitted in the zone.

VI. The subject site cannot be otherwise developed through a redesign or reduction in the size of the project.

Appeal. The applicant may file a written appeal with the Planning Commission within 15 days after the Community Development Director decision. The Planning Commission shall hear the appeal within 21 days or at its next succeeding regular meeting, unless the applicant consents to a continuance. Upon conclusion of the hearing, the Planning Commission shall, within 7 days, declare its finding based upon the testimony and documents produced before it. It may sustain, modify, reject, or overrule, any action of the Community Development Director provided such action is not inconsistent with the provisions of this Chapter or any other applicable law or statute. The appeal fee shall be the same as that of an appeal to the City Council, and the procedures followed shall be the same as in Municipal Code section 30-26.5 (i) – (k), except that the Planning Commission shall hear the appeal.

TABLE 4.1: Designated Approving Authority

Type of Permit or Action	Reference	Review/Approving Authority		
		Community Development Director	Planning Commission	City Council
Administrative Actions				
Specific Plan Interpretation	Section 4.1.4 (Specific Plan Interpretation)	Decision	Appeal	Appeal
Use Determination	Section 4.2.12 (Use Determination)	Decision	Appeal	Appeal
Development Permits and Approvals				
Administrative Relief	Section 4.1.5 (Administrative Relief)	Decision	Appeal	Appeal
Conditional Use Permit	Section 4.1.6 (Conditional Use Permit)	Recommend	Decision	Appeal
Design Review Tier 1	Section 4.1.7 (Design Review)	Decision	Appeal	Appeal
Design Review Tier 2	Section 4.1.7 (Design Review)	Recommend	Decision	Appeal
Minor Use Permit	Section 4.1.8 (Minor Use Permits)	Decision	Appeal	Appeal
Subdivisions	Section 4.1.9 (Subdivisions)	-	Recommend	Decision
Temporary Use Permit	Section 4.1.10 (Temporary Use Permit)	Decision	Appeal	-
Variance	Section 4.1.11 (Variance)	Recommend	Decision	Appeal

TABLE 4.2: Type of Administrative Relief Allowed			
#	**Type of Administrative Relief**	**Additional Required Findings**	**Maximum Modification**
1	An increase in the maximum lot coverage standard.	The building is consistent with the intent of the zone and all other applicable standards of the zone.	10%
2	A reduction in the minimum amount of building placed within the façade zone.	The building and site design are consistent with the intent of the zone and all other applicable standards of the zone; and may not be combined with any reduction to frontage requirements.	10%
3	An increase of the maximum required setback.	Existing building(s) on adjacent lots on the same block face is/are greater than the maximum setback; and the variation will allow the proposed project to be more closely aligned with the adjacent building(s).	5 ft.
4	An increase or decrease in the standards for building frontages.	The building is consistent with the intent of the zone and all other applicable standards of the zone; and may not be combined with any modification to the façade zone	20%
5	An increase in allowable building height.	The building is consistent with the intent of the zone and all other applicable standards of the zone; and the increase accommodates architectural or design features as part of the proposed project.	10%
6	An increase of the allowed maximum height of a fence or wall.	The use of the lot is consistent with the intent of the zone and all other applicable standards of the zone; and/or the height increase is justified by topographic considerations	20%
7	A reduction in the minimum number of required bicycle parking spaces.	There are demonstrated sufficient bicycle parking opportunities within proximity to the project location.	40%
8	An increase in the allowed height and area of a permanent sign.	The sign is otherwise consistent with all applicable sign regulations.	15%
9	A reasonable deviation from the prescribed standards where necessary to install features that facilitate access and mobility of persons with disabilities or with limited mobility.	The building is consistent with the intent of the zone and all other applicable standards of the zone.	Determined on a case-by-case basis

6. Conditional Use Permit

Applications for uses set forth in Table 4.3 (Permitted Uses in TOD Zones) of the Specific Plan that require approval of a conditional use permit shall be processed in accordance with the provisions of Section 30-26 (Conditional Use Permits) of the City Zoning Code. However, at least one community meeting shall be held prior to any public hearing.

7. Design Review

A. Purpose. Design Review is required for all projects for which a building permit is required that involves new construction or development; exterior alterations, tenant improvements and installations for an existing building; the erection, replacement, or alteration of signage; and landscaping associated with such construction and alterations.

B. Exceptions. Alterations, additions, and repairs that do not change the exterior appearance of a structure, including replacement in kind of existing features do not require Design Review. To be considered "replacement in kind," the features must reasonably match the design, profile, material, and general appearance of the originals. Revised plans of the change shall be filed with the Community Development Department.

C. Tier 1 Design Review

I. Applicability. This review process applies to the following development proposals:

a. Temporary signs and other signs set forth in Section 2.5.G (Signs).

b. Minor additions and alterations to the exterior of existing buildings which do not significantly alter the visual character or function of a building as defined by the Community Development Director,

c. New construction of any buildings or accessory structures less than 5 stories in height,

d. New construction of mixed-use or commercial projects that have, or will have, fewer than 50,000 square feet of gross non-residential floor area, excluding parking structures on sites of less than 3 acres or

e. Exterior alterations that cost less than 50% of the appraised value of the improvements on the property. Included in this tier would be projects like slurry seal/re- striping of parking lots, painting of buildings, signs that are not part of a master sign program, landscape / hardscape alterations, minor alterations or façade changes.

II. Review Authority. The Community Development Director will conduct Tier I Design Review and make decisions to approve, with or without amendments, or deny the application. The Community Development Director may refer any such project to the Planning Commission if the Director determines it has special significance.

III. Review Process. The fees and process shall be equivalent to the City's Architectural Review Board application, or succeeding application or process.

IV. Required Findings. In acting to approve or conditionally approve an application for the tier 1 Design Review, the Community Development Director shall make the following findings:

a. That the project is consistent with the applicable development standards of this TOD Code and any design guidelines of this Specific Plan as deemed appropriate and achievable by the Community Development Director; and

b. That the project implements applicable goals and policies of the Compton General Plan, as deemed appropriate and achievable by the Community Development Director

D. Tier 2 Public Hearing Design Review

I. Purpose. Tier 2 Design Review is intended to ensure high quality development and encourage development is designed in an aesthetically pleasing manner and incorporates public spaces that are integral to the project. This review is limited to design review and not land use.

II. Applicability. Tier 2 Design Review is required for the following development proposals:
   a. Any new construction, exterior modification or renovation that does not qualify for Tier 1 review;
   b. Projects on sites 3 acres or larger;
   c. Project with proposed alternatives to aesthetic-related design guidelines when specified as an option to the design standards stated in this Specific Plan.

III. Review Authority. The Planning Commission has authority under Tier 2 Design Review. The Planning Commission is authorized to act upon the design and conditionally approve or deny projects, subject to the findings below.

IV. Required Findings. In acting to approve or conditionally approve a Tier 2 Design Review application, the Planning Commission shall make the following findings:
   a. The project provides a public benefit which is consistent with the goals of the Specific Plan.
   b. That the project is consistent with the applicable development standards of this TOD Code and any applicable design guidelines of this Specific Plan;
   c. The project implements applicable goals and policies of the Compton General Plan.

8. Minor Use Permit

A. Purpose. A Minor Use Permit (MUP) provides a process for reviewing land uses that may be appropriate in the applicable zone, but whose effects on a site and its surroundings cannot be determined before being proposed for a specific site. The purpose of a Minor Use Permit is to provide sufficient flexibility and to reduce processing times for projects that are consistent with and further the objectives of the Specific Plan.

B. Applicability. A MUP is required to authorize land uses identified by Table 4.3 (Permitted Uses in TOD Zones) as being allowed subject to the approval of a MUP in the applicable zone.

C. Review Authority. The application for a MUP shall be reviewed and approved or denied by the Community Development Director. The Community Development Director may choose to refer any MUP application to the Planning Commission for review and final decision.

D. Application Filing, Processing, and Review.

   I. Application filing and processing. The application shall be filed with the Compton Community Development Department in accordance with this Section, include the information and materials specified in the most up-to-date Department handout for a Minor Use Permit, together with the required fee. It is the responsibility of the applicant to provide evidence in support of the findings required by Subsection H.6 (Findings and Decision), below.

   II. Application review. Each application shall be reviewed by the Community Development Director to ensure that the proposal complies with all applicable requirements of this Chapter.

E. Public Hearing and Noticing.

   I. Public hearing. A public hearing is not required for a Minor Use Permit decision.

   II. Notice. Before a decision on a Minor Use Permit, the Department shall provide notice by posting the site, City Hall and the City of Compton website for 10 days prior to taking action.

F. Finding and Decision.

   I. An application for a Minor Use Permit may be approved subject to conditions or denied by the review authority. The review authority may impose any conditions or time limits deemed reasonable and necessary to ensure that the approval will comply with the findings required by this Section.

   II. The review authority may approve a Minor Use Permit only after first making all of the following findings in writing:

      a. The proposed use is consistent with the General Plan and Specific Plan;

b. The proposed use is allowed an MUP within the applicable zone and complies with all other applicable provisions of the City Zoning Code and this Chapter;

c. The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity;

d. The site is physically suitable in terms of:

- The provision of public and emergency vehicle (e.g., fire and medical) access;
- Public protection services (e.g., fire protection, police protection, etc.);
- The provision of utilities (e.g., potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.); and
- The type, density, and intensity of use being proposed will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, safety, or general welfare, or be materially detrimental or injurious to the improvements, persons, property, or uses in the vicinity and zone in which the property is located.

G. Appeal. The applicant may file a written appeal with the Planning Commission within 15 days after the Community Development Director decision. The appeal fee shall be the same as the fee established for City Council appeals. The Planning Commission shall hear the appeal within 45 days or at its next succeeding regular meeting, unless the applicant consents to a continuance. Upon conclusion of the hearing, the Planning Commission shall, within 7 days, declare its finding based upon the testimony and documents produced before it. It may sustain, modify, reject, or overrule, any action of the Community Development Director provided such action is not inconsistent with the provisions of this Specific Plan or any other applicable law or statute. The appeal fee shall be the same as that of an appeal to the City Council, and the procedures followed shall be the same as in Municipal Code section 30-26.5 (i) – (k), except that the Planning Commission shall hear the appeal.

H. Permit to Run with the Land. A MUP approved in compliance with the provisions of this Section shall continue to be valid upon a change of ownership of the business, parcel, service, or structure.

I. Post Decision Procedures.

I. Duration and Revocation.

a. A MUP becomes null and void if not used within 12 months following its effective date, or within a shorter time specifically prescribed as a condition of the MUP, or at the expiration of an associated development permit if that occurs at a later time. The applicable review authority may, without a hearing, extend the time for a maximum period of one additional 12-month period only, upon application and fee filed with the Planning Department before the expiration of the 12-month or shorter time period.

b. In any case where the conditions of a MUP have not been or are not being complied with, the applicable review authority shall give written notice to the permittee of intention to revoke or modify the MUP and shall set a date upon the proposed revocation or modification. The notice shall be served on the MUP applicant and the owner of the subject property by mailing the notice to the owner at the address shown on the last equalized assessment roll at least 10 days before the date of the hearing, and specify the date, time, and place when and where it will be held. Notice of the intent to revoke the MUP shall specify the actions causing revocation/modification and list previous City actions taken to achieve compliance. Following the hearing, and if the applicable review authority finds that there is good cause therefore, the review authority may revoke or modify the MUP.

c. If a use granted under a MUP is abandoned for a period of 6 months, the MUP shall expire.

II. Penalty for Violations.

a. The violation by any person of any provision or condition of a MUP granted under the terms of this Section is an infraction, punishable in compliance with Section 30-38 (Enforcement Procedure) of the City Zoning Code.

b. Each person is guilty of a separate offense for each and every day during any portion of which a violation is committed, continued, or permitted, and shall be punished accordingly.

9. Subdivisions

A. The regulations set forth in Chapter XXVIII (Land Subdivision) of the Compton Municipal Code, shall apply to all divisions of land hereafter made of property within the Specific Plan.

10. Temporary Use Permit

A. Applicability. Use Permits (TUP) shall be subject to the provisions contained herein. TUPs shall be subject to the current Administrative Review process and fee.

B. Review Authority. The application for a TUP shall be reviewed and approved or denied by the Community Development Director.

C. Appeals. Community Development Director decision regarding Temporary Use Permits shall be subject to appeal to the Planning Commission, whose decision shall be final. The appeal fee shall be the same as that of an appeal to the City Council, and the procedures followed shall be the same as in Municipal Code section 30-26.5 (i) – (k), except that the Planning Commission shall hear the appeal.

D. Exempt Temporary Uses. The following minor and limited duration temporary uses are exempt from the requirement for a Temporary Use Permit:

I. City sponsored Events: any temporary activities sponsored by the city, on nonresidential property. Any temporary activities sponsored by the city, unless the Community Development Director determines a TUP is necessary to effectuate the purposes of this Chapter.

II. Emergency Facilities. Emergency public health and safety needs/land use activities.

III. On-site Construction Yards. On-site contractors' construction yards, including temporary trailers and storage of equipment, in conjunction with an approved construction project on the same site. The construction yard shall be removed within 30 days of issuance of a Certificate of Occupancy.

E. Temporary Use Permit Required. Temporary Use Permit shall be required for the following types of temporary uses:

I. Car Washes. Car washes conducted by a qualifying sponsoring organization on non-residential properties. Sponsorship shall be limited to educational, fraternal, religious, or service organizations directly engaged in civic or charitable efforts, or to tax exempt organizations in compliance with 501(c) of the Federal Internal Revenue Code. Temporary car washes shall not occur on a site more than four times per calendar year and may not operate for a continuous period of more than 12 hours or for more than two contiguous days.

II. Commercial Filming. The temporary use of an approved site for the filming of commercials, movies, videos, etc. The Community Development Director shall make the additional finding that the approval would not result in a frequency of uses likely to create incompatibility between the temporary filming activity and the surrounding neighborhood.

III. Events. Events including the following:

a. Arts and crafts shows, auctions, civic and community events, fairs, farmers' markets, festivals, flea markets, food events, recreation events, rummage sales, second-hand sales, street fairs, and swap meets. Temporary Use Permits can be for up to 12 months.

b. Outdoor meetings or group activities for seven consecutive days or less, within a 90-day period.

VI. Off-site Construction Yards. Off-site contractors' construction yards, in conjunction with an approved construction project. The permit shall expire and the construction yard shall be removed within 30 days of Certificate of Occupancy for the project in question.

VII. Residence. A temporary caretaker quarters during the construction of a subdivision, multi-family, or nonresidential project. The permit may be approved for a specified duration, or upon expiration of the Building Permit, whichever first occurs.

VIII. Seasonal sales of pumpkins and Christmas trees or other national holiday sales for a period not longer than 45 days.

IX. Amusement rides, carnivals, circuses, concerts, live entertainment, outdoor entertainment/sporting events, and tent revivals for a period not longer than 45 days.

X. Onsite Temporary Work/Office Trailer. A trailer or modular office may be used as a temporary work site for employees of a business During construction of a subdivision or other development project when a valid Building Permit is in force, orTemporary uses otherwise regulated by this Chapter or similar temporary uses. Similar temporary uses which, in the opinion of the Community Development Director, are compatible with the Specific Plan and surrounding land uses, and are necessary because of unusual or unique circumstances beyond the control of the applicant.

11. Variance

A. Applications for a variances to any standards in this Chapter shall be processed in accordance with the provisions of Section 30-27 (Variances) of the City Zoning Code.

4.2 ALLOWED LAND USES

1. Establishment of Permitted Uses

A. Any of the land uses permitted in Table 4.3 (Permitted Uses), may be established on any lot within the Specific Plan, subject to the permit requirement listed in the Table 4.3 (Permitted Uses), and in compliance with all applicable standards of this Chapter.

B. If a proposed use is not listed in Table 4.3 (Permitted Uses), the use is not permitted unless the Community Development Director determines in writing that the proposed use is substantially similar to a use specified as a permitted or conditional use in that zone in compliance with Subsection C (Use Determination).

2. Land Use Regulations

Table 2.4 (Permitted Uses in TOD Zones) describes the land use regulations for the TOD Zones. The regulations for each zone are established as follows:

A. “P” – Uses permitted by right that require no discretionary review if in compliance with all standards

B. “M” – Uses subject to a Minor Use Permit following administrative review by the Community Development Director

C. “C” – Uses subject to a Conditional Use Permit following discretionary review and public hearing by the Planning Commission

D. “T” – Uses subject to a Temporary Use Permit following administrative review by the Community Development Director

E. “Compton Bl Front” refers to uses which are permitted on the first floor of the Compton Blvd. frontage of project.

TABLE 4.3: Permitted Uses		
Land Use Type	**Entire Site**	**Compton Bl Front**
Entertainment and Recreation		
Health/Fitness Facility <15,000 sf	P	P
Health/Fitness Facility >15,000 sf	M	M
Indoor/Outdoor Entertainment	M	M
Indoor/Outdoor Recreation	M	M
Nightclub	C	C
Park, playground	M	X
Plaza	P	P
Studio: art, dance, martial arts, music, etc.	P	M
Civic & Office		
Government	P	P
Library, museum, or art gallery	P	P
Office, general or creative	P	P
Media Production Facility	P	P
Meeting facility, public or private	M	M
School, public or private	P	M
Food and Drink		
Micro-Brewery with sit down restaurant	M	C
Pub/Bar/Tavern (Subject to Section 31- 51 of the City Zoning Code)	C	C
Restaurant, café, coffee shop (May include alcohol sales)	P	P
Restaurant w/ Outside dining / with onsite alcohol sales	P	P
Any food and drink or retail establishment operating before 7:00 am or after 10:00 pm	M	M
Commercial kitchen (rental)	P	P
Retail		
Alcohol/Tobacco Outlet	M	C
General Retail < 100,000 sq. ft.	P	P
General Retail > 100,001 sq. ft.	**C**	**C**
General Retail	P	P
Services		
Business/Professional service	P	P
Day Care small < 9	X	X
Day Care large 9-14	X	X
Day Care center >14	M	M
Hotel/Motel	P	P
Medical or residential care facility <7	X	X
Medical or residential care facility >7	X	X
Personal services	P	P
Personal services-restricted	M	C
Transitional Housing	P	X
Residential		
Dwelling: Multi- Family (Including any type of permanent housing and supportive housing)	P	X
Dwelling: Single- Family Detached	X	X
Dwelling: Single- Family Attached	P	X

Group Home (<7 Persons)	P	X
Group Home (>7 persons)	C	X
Home Occupation, no clients	P	X
Home Occupation, with clients	M	X
Live/work unit	P	X
Single Room Occupancy	P	X
Senior Housing	P	X
Industrial		
Wireless Communication Facilities (Ground / Rooftop)	P	P
Materials Storage	X	X
Light Manufacturing	X	X
Heavy Manufacturing	X	X
Automobile Related		
Independent Parking Facility, Public or Private	M	X
Service Station/Auto Repair/Auto Related Use	X	X

3. Use Determination

A. The Community Development Director shall have the authority to make an administrative determination as to whether a specific use is substantially similar to one of the listed used in Table 4.3 (Permitted Uses in TOD Zones). The Community Development Director may at his or her discretion refer the determination to the Planning Commission. In making a determination that a proposed use is or is not similar to those listed, the Community Development Director or Planning Commission shall consider:

I. Whether the characteristics of, and activities associated with, the proposed use are equivalent to those of one or more in the used listed in the zone as allowable, and will not involve a greater level of activity, population density, intensity, traffic generation, parking, or noise than the uses listed in the zone;

II. The purposes of the applicable zone and conformance with the goals of the Specific Plan; and

III. The goals and polices of the General Plan.

IV. All such final determinations shall be recorded in writing to include a finding that the proposed use is substantially similar to uses permitted in the proposed zone and consistent with the intent of the applicable zone. All use determinations shall be filed and treated as precedent for future use determination requests.

4.3 DEVELOPMENT STANDARDS

Table 4.4 gives the basic development standards for new development within the Specific Plan.

Table 4.4 Development Standards

1. Height		
Minimum	3 floors	
Maximum	7 floors	
2. Setbacks		
Front Setbacks	0 ft. min., 10 ft. max.	
Interior Side Setback	0 ft. min., 10 ft. if adjacent to detached single-family residential	
Rear Setback	0 ft. min., 10 ft. min. adjacent to residential	
3. Interior Lot Line Height Transitions		
Adjacent to Residential Use	60-degree plane starting 25' high at property line	
4. Minimum Residential Unit Size		
Single Room Occupancy	**200 sf**	
Studio	**300 sf**	
1-bedroom	**400 sf**	
2-bedroom	**700 sf**	
3-bedroom	**900 sf**	
5. Residential Open Space		
Common open space	**15% min. of site area**	
Open space required per unit	**100 sf**	
6. Minimum Parking Ratios		
	Market	**Affordable (<=80% AMI)**
1+ bedroom units	1	0.5
SRO/studio units	0.5	None
Senior Housing (any size)	0.5	None
Guest Parking	0.1	0.1
Commercial Uses (see 4.3.6)	1/400 sf	
7. Frontage Types		
	Compton Blvd.	**Other Streets**
Arcade (Table 4.5)	Permitted	Permitted
Gallery (Table 4.6)	Permitted	Permitted
Terrace (Table 4.7)	Not Permitted	Permitted
Shopfront (Table 4.8)	Permitted	Permitted
Parking (Table 4.9)	Not Permitted	Permitted
Lobby (Table 4.10)	Permitted	Permitted
Stoop/Porch (Table 4.11)	Not Permitted	Permitted

1. Height

A. Minimum height. All new construction shall have a minimum height of three stories.

B. Maximum height. All new construction shall have a maximum height of seven stories.

C. Architectural projections, towers and elevator shafts may exceed the vertical height limit to the zone by 15 feet, as long as they are no longer than 30 feet long on any side.

D. Mechanical equipment may exceed the vertical height limit, provided that it is not visible from an adjacent street, public right-of-way, or ground level private property.

E. Roof decks, gardens and recreational amenities are permitted on the top floor of developments.

2. Setbacks, Projections and Encroachments

A. Portions of buildings and structures including marquees, awnings, shade structures, signs, and architectural features may encroach into the public right-of-way subject to encroachment permitting requirements of the City Zoning Code, and/or the review and approval by the City Engineer, or designee. Encroachments or projections into the right-of-way shall not include habitable space.

B. No projection shall be less than 9 feet above sidewalk grade, except for A-frame signage.

C. Projections into applicable setback areas are permitted as described in Table 4.5 (Projections into Setback Areas).

Table 4.5 Projections into Setback Areas

Projection	Front	Rear	Side	Street Side
Arcade	10’	N	N	10’
Architectural Features	3’	3’	3’	3’
Balcony	6’	5’	5’	6’
Gallery	10’	N	N	10’
Shopfront (awning, bay window, or projecting shade structure)	10’	N	N	10’
Signage	P	N	N	P
Stoop	5’	N	N	5’
Terrace	6’	N	N	6’

D. Awnings shall meet the following minimum standards:

I. Awnings shall be constructed of metal, canvas, or fire-resistant acrylic. Use of plastic and vinyl is prohibited.

II. Back-lit and waterfall awnings are prohibited.

III. Dome awnings are permitted only above building entryways. Only the address number or building name may be printed on the awning.

3. Interior Lot Line Height Transitions

A. Where ever an interior lot line abuts a single-family or multi-family residential building built before original adoption of this Specific Plan, new development shall not exceed the height established by an imaginary plane beginning 25 feet above the property line and rising up at a 45-degree angle toward the interior of the new

development site.

4. Minimum Unit Size

A. The minimum residential unit size shall be 200 square feet for single-room occupancy units, 300 square feet for studio units, 400 square feet for one-bedroom units, 700 square feet for two-bedroom units and 900 square feet for three-bedroom units.

5. Residential Open Space

A. All projects containing a residential component shall include a common open space, or series of common open spaces, no smaller than 15% of the lot area. This common open space may be located on top of roofs, podium parking garages or commercial establishments if desired.

B. A minimum of 100 square feet of open space shall be provided for each residential unit on-site. This requirement may be met through private or common open spaces. Up to 20% of the requirement may be met through publicly accessible on-site open space.

6. Minimum Parking Ratios

A. The minimum number of parking spaces required for residential uses is given in Table 4.4.

B. Affordable residential unit parking ratios apply only to units which have an 'affordability' covenant to serve households making 80% of area median income or less for at least 55 years.

C. The minimum commercial parking ratio shall be 1 space per 400 square feet (2.5 spaces per 1,000 square feet) provided that no greater than 25% of the total commercial space shall be used for restaurants, cafes, fast food restaurants, bars, cocktail lounges or other eating establishments; arcades or pool halls.

D. Any type of assembly use such as an auditorium, theater, church or conference facility shall file for a Minor Use Permit and demonstrate sufficient parking supply through a professional parking study.

7. Frontage Types

A. Buildings shall incorporate one or more of the allowable frontage types on the first floor of each building where the property line meets a public street right-of-way or plaza. While the majority of each building frontage should meet this criteria, exceptions are permitted at driveways, spaces between buildings, etc.

B. Standards for each frontage type are given in Tables 4.6 to 4.12.

Table 4.6: Arcade

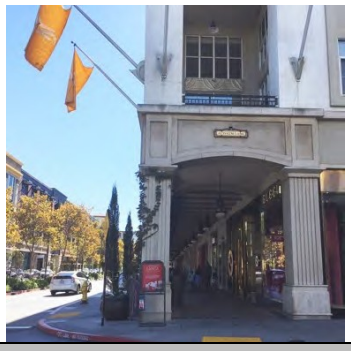
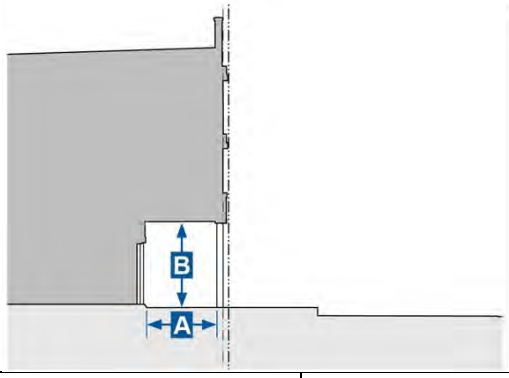
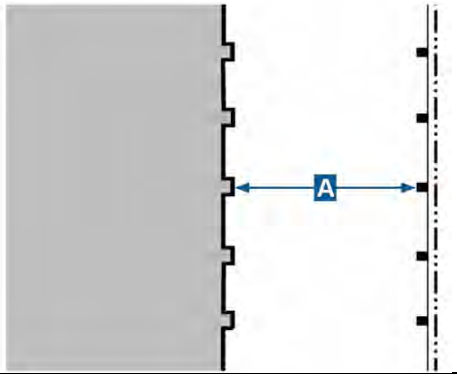
Description	
A covered walkway located entirely on private property with habitable space above. This frontage type provides adequate protection from the elements (e.g. shade) and circulation space for pedestrians and is intended for buildings with active ground floor uses and along public open spaces and enhanced pedestrian streets.	
Standards	
	
Depth, Clear (A)	10 ft min.
Ground Floor Height, Clear (B)	14 ft min.
Miscellaneous	
Shall be used in conjunction with the standards for the shopfront frontage type. In case of a conflict between them, these standards supersede.	
Shall have consistent depth along the frontage.	

Table 4.7: Gallery

Description	
The main façade of the building is near the right- of-way and the projecting gallery element encroaches into the sidewalk of the right-of-way. This frontage type is intended for buildings with active ground floor uses and may be one or two stories.	
Standards	
	
Depth, Clear (A)	8 ft min.
Ground Floor Height, Clear (B)	11 ft min.
Upper Floor Height, Clear (C)	9 ft min.
Height (D)	3 stories max.
Setback from Curb (E)	4 ft min.
Miscellaneous	
Shall be used in conjunction with the standards for the shopfront or lobby frontage type. In case of a conflict between them, these standards supersede.	
Shall have consistent minimum depth along the frontage.	
May project over the sidewalk, with an encroachment permit and maintain 5 ft of clear sidewalk abutting the curb face. Restrictions on blocking pedestrian access apply.	

Table 4.8: Terrace

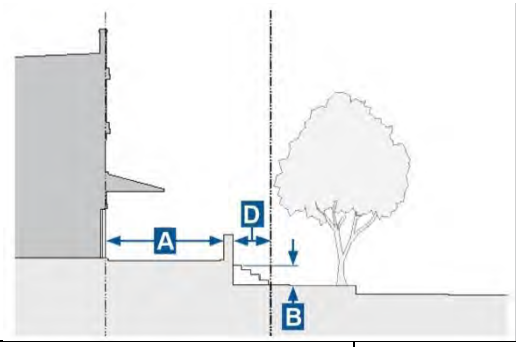
Description

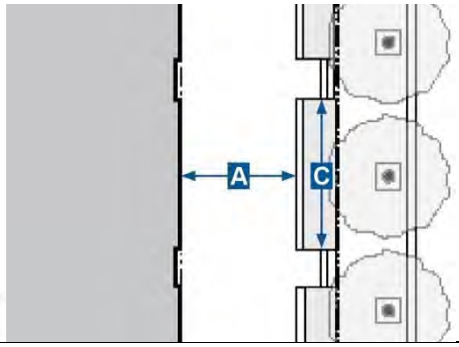
The main façade of the building has an elevated terrace that projects outward and engages the sidewalk with frequent stairs. This frontage type allows at-grade access to elevated ground floor uses due to natural grade constraints or by artificially elevating the terrace floor. This frontage type acts as a buffer from the sidewalk and may be landscaped to provide additional privacy.

Building activities are slightly separated from the adjacent sidewalk by the terrace finish level, and the depth of the terrace provides a buffer for outdoor seating, private yards, shade, or any other appropriate uses.



Standards





Depth, Clear (A)	8 ft min.
Length	120 ft max.
Finish Level Above Sidewalk (B)	4 ft max.
Distance Between Stairs (C)	50 ft max.
Wall Setback from Right-of-Way (D)	5 ft min.
Transparency, Ground Floor	75% min.

Miscellaneous

May be used in conjunction with another permitted frontage type (e.g., shopfront). In case of a conflict between them, these standards supersede.

Reasonable accommodation shall be provided as appropriate.

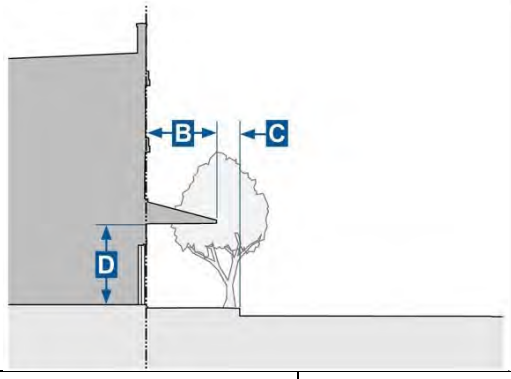
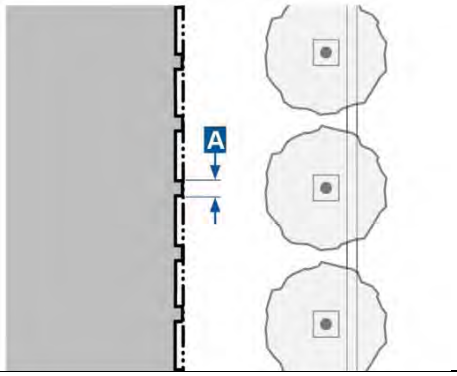
Table 4.9: Shopfront	
Description	
The main façade of the building is near the right- of-way with an at-grade entrance along the sidewalk. This frontage type is intended for active ground floor uses and has substantial glazing at the ground level.	
Standards	
	
Depth, Recessed Entries [1]	5 ft max.
Transparency, Ground Floor	75% min. (Primary Downtown Frontage), 65% min. (Other)
Distance Between Windows (A)	20 ft max.
Maximum Distance Between Entries	75 ft max.
Projection [2]	
Depth (B)	6 ft min.
Setback from Curb (C)	2 ft min.
Height (D)	9 ft min.
Miscellaneous	
May be used in conjunction with another permitted frontage type (e.g., arcade, terrace). In case of a conflict between them, the other frontage standards supersede. Non-transparent or semi-transparent must include a bulkhead between 18 and 36 inches tall.	
End Notes: [1] May be designed in a variety of configurations. [2] Only allowed for non-habitable space.	

Table 4.10: Parking Frontage

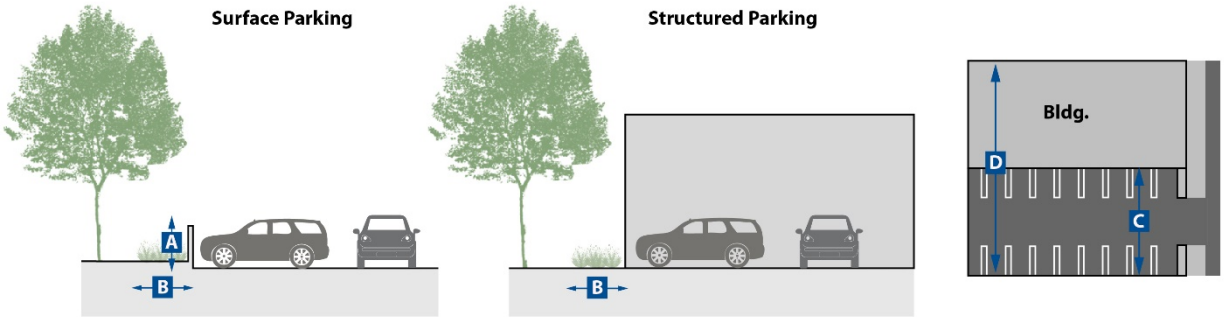
Description

Parking may be supplied on the surface or in subterranean, podium or above-ground structured configurations. Where appropriate, a limited amount of the street frontage may be used for surface parking. In these cases, the parking is screened by a wall and landscaping.

Parking along the street frontage may also be structured under this frontage type.



Standards



Max Width (C) as a function of Lot Width (D)	40%
Depth of Landscaping (B)	5’ min, 10’ max.
Wall Height (A)	4 ft max.
Transparency, Parking Structure Ground Floor	40% min.

Miscellaneous

Walls shall be opaque and made of masonry.
Use of a raised landscape planter, filter strip, infiltration trench or other stormwater best management practice is encouraged over raised landscape planters.
Use of trellises, planters and screening elements on parking structures are encouraged, as long as they do not interfere with the minimum ground floor transparency.
Where this frontage type is not permitted, surface parking may not be located along the frontage of the project. Only a driveway accessing parking located behind another building on the site is permitted.

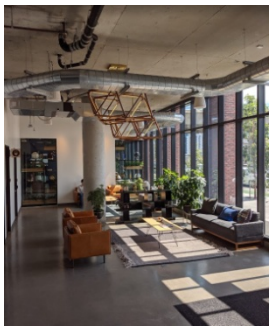
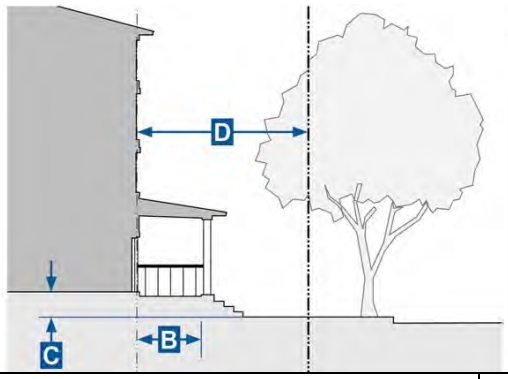
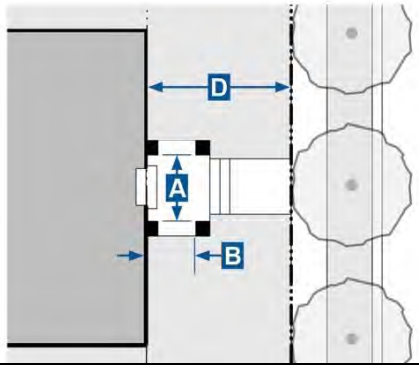
Table 4.11: Lobby	
Description	
This frontage type is intended for office or residential uses which are accessed through a primary building entry located directly on the sidewalk. In office developments, common space areas are oriented toward the street in order to ensure compatibility with a transparent frontage.	 
Standards	
	
Depth, Recessed Entries	4 ft min.; 8 ft max.
Distance between Functional Entries (A)	100 ft max.
Optional Planting Width (B)	0 ft min., 4 ft max. Planters only on Compton Blvd.
Transparency, Ground Floor	75% (Compton Blvd.) 55% (Other, Commercial) 40% (Other, Residential)
Miscellaneous	
Optional Planting width may be filled with movable planter boxes. On all frontages except Compton Blvd., planting width may also be filled with low landscaping.	
Where residential frontage uses are allowed, private balconies may be located on the primary frontage if setback requirements permit.	
Planter boxes and landscaping may not block any of the required transparency of the frontage, above three feet height.	

Table 4.12: Stoop/Porch	
Description	
The main façade of the building is near the right- of-way and the stoop engages the sidewalk. Larger stoops can provide important residential open space and "eyes on the street." This frontage type is elevated above the sidewalk to ensure privacy within the building. The entrance is usually an exterior stair and landing.	
Standards	
	
Width, Clear (A)	4 ft min.; 16 ft max.
Depth, Clear (B)	4 ft min.; 8 ft max.
Depth, Recessed Entries	6 ft max.
Finish Level above Sidewalk (C)	2 ft min.; 6 ft max.
Building Setback from Right-of-Way (D)	Min. and Max. presented by zone, but max may be exceeded
Stoop/Porch Setback from Right-of-Way (E)	3 ft. min, max. as required in order to meet max. zone setback, but in no case less than 10'
Miscellaneous	
Reasonable accommodation shall be provided as appropriate.	
Stairs may be perpendicular or parallel to the building façade.	
Entry doors are encouraged to be covered or recessed.	

4.4 STANDARDS FOR ACTIVE GROUND FLOOR DESIGN

A. The main entrance or entrances shall be emphasized and oriented to the street or major plazas or open space.

B. Secondary entries may be from parking areas.

C. In mixed use projects, when residential and commercial uses are combined in the same structure, separate entrances shall be provided for each use. Residential entrances may be designed as follows:



Separate entrance on sites with two or more street exposures.



Integrated with retail façade.

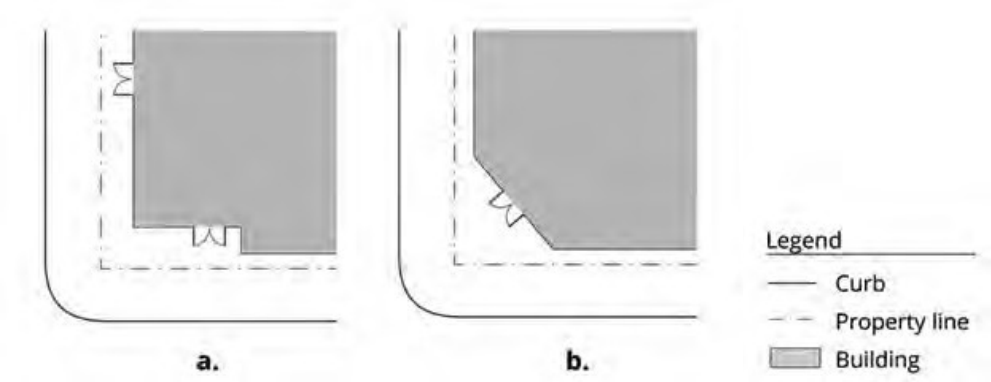


Access from alleyways and courtyards

D. When a building entrance is located at the intersection of two public streets, at least one of the following shall be provided:

I. Two primary entrances, one facing each street; or

II. A corner entrance, oriented toward both streets placed at an angle of 45 degrees.



E. The main entrance to a building that is open to the public shall be clearly identifiable by emphasizing and enhancing the architectural details, such as a change in plane (e.g., the entrance may be recessed on the street level façade), differentiation in material and color, enhanced lighting, and signage.

F. Utility, mechanical room, or service entrance doors shall not face any street frontage.

G. Any building or development with 200 linear feet or more of street frontage and containing nonresidential uses shall provide pedestrian access into the site by means of a pocket plaza or other civic space of at least 600 square feet and with a minimum dimension of 25 feet.

H. Each development shall include no more than one vehicular access point per 200 linear feet. On-site loading areas may be accessed separately, but shall include no more than one per block, and not be visible from the street.

4.5 PARKING AND TRANSPORTATION DEMAND MANAGEMENT REGULATIONS

1. Parking District

A. Purpose. A parking district shall be created within Downtown Compton to encourage the efficient use of existing and new parking resources, and encourage a “park once” atmosphere where visitors and employees in the area park their cars, then walk to multiple destinations.

B. As many spaces as are designated for use of retail, food service or other similar public-serving establishments shall not be restricted from serving patrons of commercial businesses in the area proximate to the subject development. Time limits and parking fees may be applied provided that they apply equally to patrons of on-site and off-site businesses.

2. Parking Unbundling

A. The cost of parking spaces shall be unbundled from the cost to rent residential or commercial space in the building. For example, residents must be given the option to rent no spaces, one space, or if there is sufficient supply, two parking spaces at differing prices.

3. Special Vehicle Parking Requirements

All developments shall provide:

A. Vehicle charging station for a minimum of one percent of the total number of vehicle parking spaces provided;

B. Designated stalls for scooters, mopeds and motorcycles at a ratio of one space for every 25 units and/or 25,000 square feet. These spaces shall have a minimum dimension of 5’ x 8’, and they shall count toward satisfying the minimum parking requirement; and

C. Directional signage at all parking area entrances indicating the location of vehicle charging stations, shared vehicle parking spaces, and the stalls for scooters, mopeds and motorcycles

4. Parking Lifts and Tandem Parking

A. Use of any type of parking lifts that allows for motorists to retrieve a vehicle without having to have another person move their vehicle first is permitted.

B. Tandem parking is only permitted between residential spaces belonging to the same unit. Both tandem spaces shall be 22 feet long. One temporary parking space shall be provided for each 25 tandem parking spaces.

5. Off-Site Parking

A. Parking required to serve a nonresidential use may be on the same or a different site under the same or different ownership as the use served, provided the parking shall be within the following distances of the use served measured from the nearest corner of the parking facility to the entrance of the use served via the shortest pedestrian route:

I. Non-residential: 300 feet

B. Required nonresidential parking may be located off-site from the use which it serves, subject to the approval of the Community Development Director of a lease agreement and recorded covenant and recorded covenant providing that the off-site parking shall be available when the use commences and continuing so long as the use is in effect.

C. A Building Permit for the use shall not be issued until the covenant has been recorded with the County Recorder and a copy filed with the Community Development Department. The covenant cannot be terminated, amended or removed without the written approval of the Community Development Department.

6. Parking Structure Design

A. Ground floor parking structure façades facing public streets shall be limited to entrance and exit locations and comply with the standards of the Parking Frontage (Table 4.10).

B. Standalone Structures. Standalone parking structures shall meet the following standards which are intended to facilitate potential adaptive reuse of the structure for other purposes if the parking need decreases in the future.

I. Ground floor height shall be a minimum of 15 feet measured from floor to ceiling.

II. Upper floor heights shall be a minimum of 12 feet measured from floor to ceiling or height determined by mechanically stacked parking.

III. Light wells shall be provided between parking bays and shall have a minimum width of 25 feet.

IV. All floors of the parking structure shall be designed as flat, level surfaces.

V. The structural calculations for the floors within the parking structure shall be designed to take into account the need for additional load-carrying capacity for future habitable uses.

VI. Levels of parking above the ground floor shall be architecturally enhanced to minimize the visual impact of above ground parking structures from street views along collector and arterial streets.

C. Alternative Compliance. Alternative compliance to (B) may be achieved through the construction of a below grade parking structure or a lower-floor podium of a multistory building.

7. Bicycle Parking

A. Bicycle parking rates shall comply with Table 4.13 (TOD Minimum Bicycle Parking Requirements).

Table 4.13: TOD Minimum Bicycle Parking Requirements

Use	Number of Spaces
Multi-Family[1]	0.5 space per unit
Restaurants, Bars and Clubs	1 per every 300 sf
Retail sales and services uses; offices [1]; and entertainment uses, excluding theaters	1 per every 1,000 sf; 3 min.
Theaters	1 space per 250 sf
End Note: [1] Multi-family developments and office developments are required to have both short-term guest parking racks and long-term resident/employer parking enclosures.	

B. Bicycle Parking Design. Bicycle parking spaces shall comply with the standards in this Subsection.

I. Bicycle parking shall consist of either a rack or lockable enclosure with individually secured spaces;

II. Lockers and racks shall be securely anchored to a structure or the pavement;

III. Racks shall be designed and installed to support the bicycle upright by its frame in 2 places in a manner that will not cause damage to the wheels and to allow the frame and one or both wheels to be secure;

IV. When located within a parking area, curbs, fences, landscaped areas, or similar barriers shall be installed and maintained for the mutual protection of bicycles, vehicles, and pedestrians, unless the Community Development Director or designee determines it to be unnecessary; and

V. Customer and guest bicycle parking shall be placed in a convenient, highly-visible, active, and well-lit location not more than 100 feet walking distance on the ground floor from the main entrance but may not interfere with pedestrian movements.

VI. Resident and employee bicycle parking shall be placed in a sheltered and secured area with individually secured spaces.

8. Transportation Demand Management.

This section overrides the code text in CMC 12-7-2:

A. Any development of over 25,000 total square feet shall provide, in the lobby or other location visible to the greatest number of project employees or residents up to date and printed information about public transportation, carsharing and bicycling options in the area, such as maps, advertisements for useful digital applications, etc. Printed information regarding on-site facilities such as bicycle parking and showers, if applicable, shall also be provided.

B. Any development of over 50,000 total square feet shall comply with the requirements of (A) and upgrade bus stops adjacent to the property or within 100 feet of any property line to be compliant with Metro's Transfers Design Guide or other standards of the stop's transit operator. Bus stops shall at a minimum include a shade structure and bench. The Director of Public Works shall have the ability to waive this requirement if it is infeasible.

C. Any development of over 100,000 total square feet shall comply with the requirements of (A) and (B) and maintain carshare vehicles on-site. At least one carshare vehicle must be made available for each 100 residential units or 100 anticipated project employees. Shared company vehicles may substitute for carshare vehicles in proportion to the number of employees that they are available to.

9. Shared Parking and Parking Reductions.

When the Director of Community Development determines that the peak parking demand for a project may be met by a number of parking spaces less than required by CMC 30-21, he or she may grant a reduction of the total number of parking spaces by up to 50 percent, provided that one or both of the following conditions are met:

A. Two (2) or more uses share a parking facility and satisfy the requirements below:

I. The applicant shall provide a parking study from a traffic professional engineer (TE) based on a survey of at least three similar projects.

II. Each applicant that desires to participate in a shared parking program shall show evidence that there is no substantial conflict or overlap in the principal operating hours of the buildings or uses for which the shared parking facilities are proposed.

III. Parking facilities may be located on a different lot from the lot on which the use to be served is located provided the distance from the lot on which the use is located and the lot used for the required parking is not greater than three hundred (300) feet. Said distance shall be measured along public walkways from the nearest lot line of the lot on which the uses are located to the nearest lot line of the lot on which the required parking is located. Property owners involved in the joint use of offstreet parking facilities shall submit an agreement and covenant for such joint use by a proper legal covenant approved by the Director as to form and content. Such covenant shall be submitted with the entitlement application. Such instrument, when approved as conforming to the provisions of this Section, shall be recorded in the office of the County Recorder within thirty (30) days of City approval, and copies of said recorded documents filed with the Community Development Department.

B. Applicants provide Additional Transportation Demand and Trip Reduction Measures in excess of those required in (8) above, contingent upon the following requirements:

I. The applicant shall produce a parking study from a traffic professional engineer (TE) demonstrating that the Additional Transportation Demand and Trip Reduction Measures will be effective in reducing on-site parking demand.

II. Examples of additional Transportation Demand and Trip Reduction Measures include but are not limited to providing free transit passes and free carshare memberships to project employees or residents; establishing a "Guaranteed Ride Home" program and promoting work from home.

4.6 PUBLIC ART REQUIREMENTS

A. Purpose. Public artwork can add to the community by demonstrating community identity and pride, enlivening the area and providing a sense of aesthetic pleasure. As a result, public art should be included in each project.

I. Whenever the valuation of a new structure or project equals or exceeds one million dollars ($1,000,000), the developer of such project shall provide public art onsite valued at 0.5% of the project's total valuation, or

C. For the purposes of this Section, project valuation shall be the valuation of the building or structure as determined by the Building Division for the issuance of the building permit(s).

D. For the purposes of this draft TOD Specific Plan, public artwork consists of works created by artists including but not limited to - sculptures or art installations, performance art, active artist designed landscaping, painting, murals, mosaic or relief artwork applied to publicly accessible exterior spaces, public open space, publicly maintained walkways and transit corridors, facilities or structures that are sited on or near the construction project.

E. All designs for public art shall be submitted with the project plans to be approved with the building permit. The designs shall be approved in keeping with the procedures for the City Arts Commission, if one exists, or otherwise shall be evaluated by the Architectural Review Board.

5. DESIGN GUIDELINES

5.1 INTRODUCTION AND USE OF DESIGN GUIDELINES

The intent of the following guidelines is to ensure consistent development outcomes within the Specific Plan area that reflect the vision for Downtown Compton described in Chapter 2.

The chapter will be used as a guide for Design Review by the appropriate review bodies (Tier 1 – Community Development Director; Tier 2 – Planning Commission), described in Section 4.1.7, as well as for general project reviews by the Community Development Department. The appropriate review body should assess overall compliance with the guidelines as a part of project review; the assessment may impact project approval.

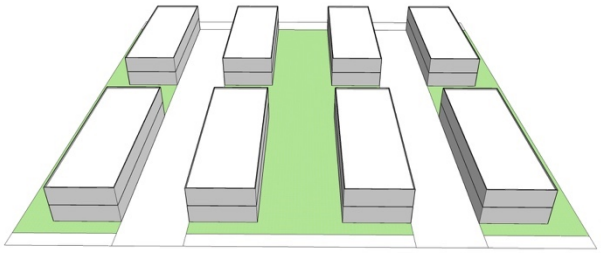
Guidelines below are organized by functional topics and apply to all multi-family residential, commercial and mixed-use construction.

5.2 BUILDING SITING AND ORIENTATION

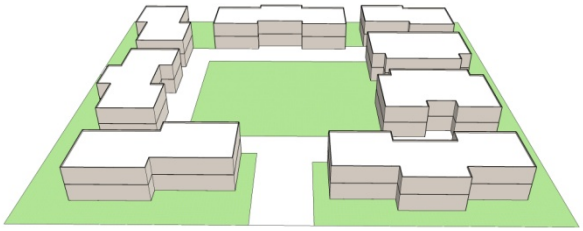
Buildings should be located and designed to facilitate pedestrian activity by being oriented to the street and sidewalks.

Entry and edge design features such as landscaping, architectural signage and monumentation, and/or enhanced paving should be incorporated.

Buildings should be sited to avoid random and irregular building relationships, and arranged to create a sense of unity and overall harmony. To the maximum extent possible, new structures should be clustered to create plazas and open space areas and avoid creating of “barrack-like” rows of structures. Where clustering is impractical, a visual link between separate structures should be established. This link can be accomplished through the use of an arcade system, trellis or other open structure.



Discouraged: “Barrack-like” layout



Encouraged: Oriented to create usable open space

Existing residential uses shall be buffered from incompatible commercial development to mitigate negative impacts due to noise, vibration, shading, light and glare, and aesthetics. Intensified landscaping, increased yard depths and/or appropriate building orientation should be utilized as a means of providing adequate separation between such land uses.

5.3 BUILDING MODULATION AND ARTICULATION

Building design should avoid large monotonous facades, long straight-line building fronts, plain box shapes, and barren exterior treatment. All building elevations visible from a public way should be highly articulated.

Building design should emphasize individual units within a building, larger units and/or anchor stores within retail projects, and foyers, lobbies, and reception areas within non-retail commercial projects. Ways to articulate buildings include giving individual identity to each vertical module by using the following design elements:

- Vary building heights within a project;
- Provide a deep notch between the modules;
- Vary architectural elements between units (e.g., window color, roof shape, window shape, stoop detail, railing type);
- Provide porches and balconies; and
- Vary color or materials of each individual module within a harmonious palette of colors and materials.

Building form and articulation should be used to accentuate public entrances, de-emphasize service areas, and define and shelter pedestrian walkways and exterior spaces.

Buildings with angled corners, plazas, or other architectural feature are encouraged at corner locations to help anchor the intersection. Building corners may be emphasized by use of elements such as towers, domes or entries. Vertical architectural elements such as towers should be used as focal points. Towers may exceed the vertical height limit to the zone by 15 feet, as long as they are no longer than 30 feet on a side and do not contain floor space.

The height of taller buildings should transition down toward lower buildings that are adjacent or across the street.



Horizontal articulation



Vertical articulation



Corner towers



Height transitions between historic buildings (center) and new development (left and right)

5.4 ARCHITECTURAL THEME, MATERIALS, FINISHES, AND COLOR

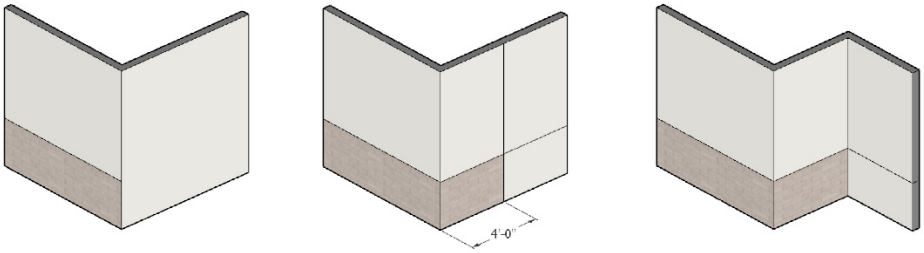
There is no required architectural theme for new development within the Specific Plan area. However, it is envisioned that larger developments will use contemporary styles. Original art murals may be used on primary or secondary facades, subject to the standards described in Chapter 7.

The architectural style and use of materials should be consistent throughout the entire development. Differences in materials and details may occur where the intent is to differentiate between the residential and commercial scale and character of the structure(s). High-quality, innovative and imaginative architecture is encouraged.

For remodels or additions, the theme should be true to the original intent and style of the building.

High-quality materials and finishes appropriate to the architectural style, scale, character and design theme of the building should be used. Materials, finishes and colors should unify a structure's appearance and be selected to work harmoniously with each other. Exterior design and building materials should reflect permanence and quality. Graffiti-resistant materials and paints are strongly encouraged.

Buildings should be treated as a whole and finished appropriately on all sides (360 degrees) to appear integral to the building and avoid appearing "tacked on".



Prohibited
Change of material at corner

Required - Option 1
Continue material around corner for a minimum of 4 feet

Required - Option 2
Continue material around corner to a change in wall plane

Material changes shall not occur at building corners. The same material shall continue around corners for a minimum distance of four feet. Ideally, the same material should continue to the next change in the wall plane.

5.5 ON-SITE CIRCULATION AND PARKING

Pedestrian walkways to connect buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas and amenities shall be provided.

All pedestrian walkways and publicly accessible areas shall be well-lit. Lighting should be low mounted and downward casting in a manner that reduces light trespass onto adjacent properties.

Where pedestrian paths or walkways cross parking areas or driveways, decorative and high-visibility paving and/or speed tables should be used to define the pedestrian space and delineate crossings.

When above-grade parking structures are used,

A. They should in general be hidden behind buildings. In the case that structures are located on any street frontage, they are subject to the frontage standards in Section 4.3.7.

B. When structures are standalone (not located within the podium of a building), they are subject to the design standards in Section 4.5.6.

C. The massing and architectural design of the parking structure should be consistent and compatible with the rest of the development within which the parking structure is to be located. Heights shall be shorter than adjacent buildings on-site.

D. Parking buildings should have openings for natural lighting and ventilation and simultaneously encourage a unified aesthetic on the exterior façade. Enclosure building strategies include but are not limited to complete or half-height trailing, spandrels, curtain wall, window wall, living green walls and louvers. Infill walls should have openings compatible in aesthetics with the adjacent buildings.

E. Vehicular access to parking structures should be designed so as not to obstruct free flow of traffic on adjoining public streets. Vehicular entrances and exits shall be no wider than 25 feet and be located so as to minimize turning movement conflicts as vehicles enter and exit the structure.

F. Pedestrian access points to the parking structure should be located to avoid pedestrian/vehicle conflicts.



Walkway lighting



Speed table across local street connecting plazas and walkways



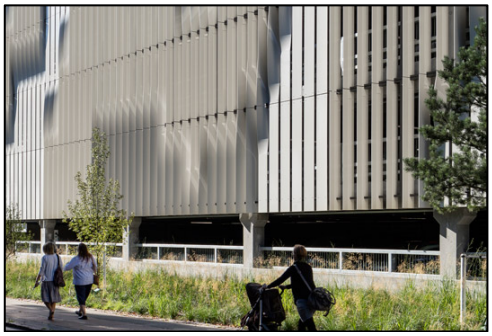
Parking structures with individual windows and complementary materials



Parking structure with a shopfront frontage type and outdoor dining



Living green walls with outdoor seating

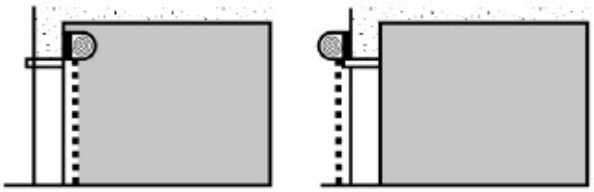


Parking structures with Louvers façade and landscape strip.

5.6 FAÇADE ENHANCEMENTS AND ACTIVITIES

Awnings or canopies over public walkways for storefronts and businesses are encouraged. The size, scale and color of the awnings should be designed to be compatible with the rest of the building; awnings should not be the predominant element of the façade, but should accent the top edge of ground floor windows and door frames. Awnings should not cover the storefront piers or pilasters and should be divided into sections to reflect the major vertical divisions of the façade.

The use of solid roll down security grates is prohibited in any location directly visible to the public, including for primary building entries. Alternatives to solid roll down grates include interior roll down grates, architectural features such as the use of wing walls or landscaping, or other security devices that can be completely concealed during regular business hours.



Patio Dining on private property is encouraged. Patios may face the sidewalk, or face interior courtyards and open spaces.

Sidewalk Dining on public right-of-way is permitted immediately in front of full service or take-out restaurants on streets with a 10' minimum sidewalk. The following additional standards apply:

A. Display of an outdoor dining menu is permitted on a single-sided framed menu attached to a moveable barrier within the sidewalk or patio dining area. The size of the frame shall not exceed three square feet. Freestanding pedestal menus or A-frame displays are also permitted so long as they do not block pedestrian movement, are moved indoors when the restaurant is closed, and are no greater than 6 square feet per side and no taller than 3' high.


Facing sidewalk

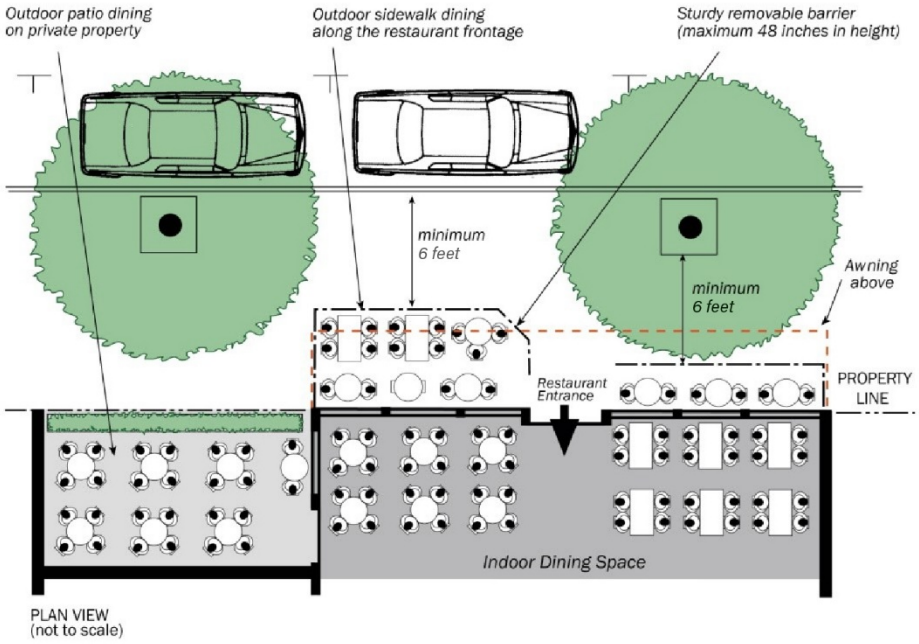

Facing interior open space



Within Sidewalk Amenity Zone

B. Approval of Encroachment Permit is required from the Public Works Department.

C. Along Compton Boulevard, the outdoor dining area is restricted to the "spill-out zone" as defined in Section 6.3. Along side streets, the outdoor dining area must maintain at least six feet of unobstructed sidewalk.



Off of Compton Blvd, outdoor dining must leave an open travel path of at least six feet.

5.7 RESIDENTIAL OPEN SPACE

Common open space areas shall be convenient to the residential portion of a mixed-use development, separate and secure from the non-residential component, and clearly marked for resident use only.

Common open space areas shall contain amenities appropriate to the project's size; i.e. pools, and recreation buildings or rooms are encouraged for larger projects. Children's play areas shall be sited to be visible from residential units and not visible from the public right-of-way.

Accessible rooftop open space may be used as common useable open space by the residents. It may also be used for private useable open space, when the space is directly accessible from the unit(s).



Appropriately scaled and usable open space

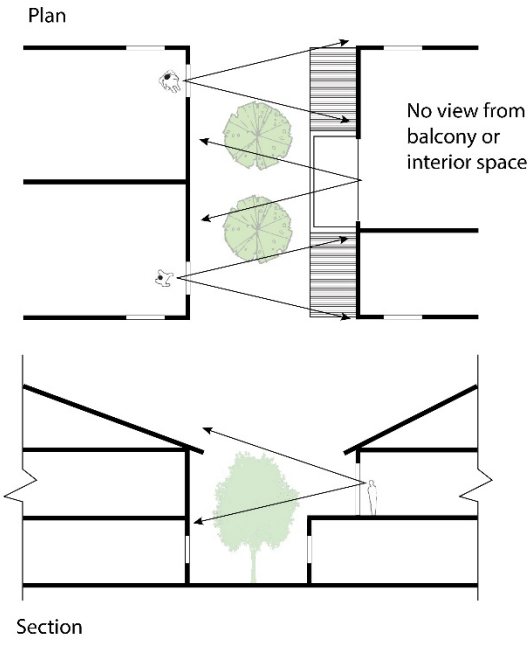


Child play spaces protected from streets and non-residential uses

5.8 RESIDENTIAL PRIVACY

Given the presence of noisy roads and rail lines in the planning area, residential units shall be constructed and designed to reduce noise. Proper design may include, but shall not be limited to, building orientation, double windows, wall and ceiling insulation, and orientation of vents. Common walls between residential and non-residential uses shall be constructed to minimize the transmission of noise and vibration.

Residential uses shall be buffered from adjacent industrial uses and off-site parking by a wall and vegetation.



Buildings shall be oriented to promote privacy to the greatest extent possible. Windows of non-residential buildings in a mixed-use development should be oriented to avoid a direct line of site into adjacent residential buildings or property. In mixed-use developments, residential windows should face away from loading areas and docks. To the extent residential windows face the windows of an adjacent unit; the windows should be offset to maximize privacy. Windows, balconies or similar openings should be oriented so as not to have a direct line-of-sight into adjacent units within the development, even if they are one story below or above, or they should be screened through trees. In addition, units above the first story should be designed so that they do not look directly onto private patios or backyards of adjoining residential property or units.

Where a mixed-use project abuts a residentially zoned property, a minimum of three feet of the required setbacks adjacent to the residential use shall be devoted entirely to landscaping, with evergreen trees or an evergreen trellis structure at least six feet in height (exclusive of any planter area curb).

5.9 GREEN AND ACTIVE ROOFS

The use of green and active roofs on structures is highly encouraged.

The sustainable values of green roofs include stormwater collection, building insulation and urban heat island reduction. Extensive green roofs can be used as planting areas, while intensive roofs can be used by owners and as domestic gardens, small-scale food production, and for general recreation. Stormwater drainage from roofs and the surrounding sites can be captured and harvested for re-use in landscaped areas through low-flow drainage systems.

Photovoltaic panels can be installed on green roofs to generate renewable energy while providing shade for rooftop recreation. They can also be used on top of parking garages to generate energy and shade vehicles.

Active roofs provide common open space for residential, office and commercial uses. Examples of active roofs include recreational, lounging and social spaces for multifamily residential uses; residential rooftop pools and rooftop bars. The edges of roof decks that are adjacent to lower off-site residential uses should be located 6 feet back from the edge of the building in order to preserve privacy.

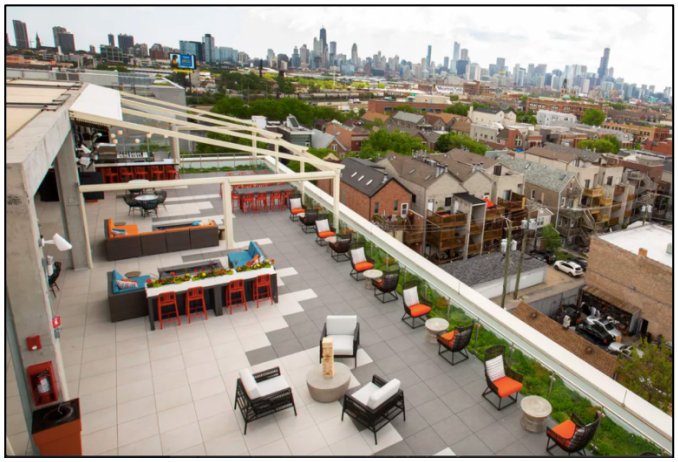
Roof patios used for bars or restaurants should have separate access systems than other building uses. Mechanical equipment, walls or other screening should be provided to inhibit noise from affecting on- or off-site residential uses.



Vegetated green roofs



Solar parking garage roofs



Rooftop bar with planters separating habitable space from the edge

5.10 WALLS AND FENCES

Exterior solid masonry walls shall be faced to complement the surrounding architecture.

Masonry walls of a uniform material shall vary in pattern, texture, and color, and employ elements such as columns, pilasters, capstones, banding, projections or cornices to interrupt the monotony of continuous lengths of wall.

Fences shall be constructed of composite vinyl or wrought iron and include stone or brick piers. Fence colors design shall blend into the landscape.

Fencing and walls should be kept as low as possible while performing their screening and security functions. The maximum height of fencing or walls is 4 feet, except for interior property lines, where it is 6 feet.

5.11 EXTERIOR LIGHTING

Every project should have adequate lighting to provide for security and visibility, particularly along walkways and driveways, entrances to parking areas, and open space areas. The design of light fixtures and their structural support shall be architecturally compatible with the main buildings on-site.

Site, parking lot and building security lighting should not impact surrounding or neighboring properties. The type and location of such lighting shall preclude direct glare onto adjoining property, streets, or skyward. All lighting fixtures must be shielded to confine light spread on-site.

In mixed use projects, all site, parking lot and building security lighting should be appropriately shielded so as not to spill over into or otherwise adversely impact the residential portion of a mixed use development. Lighting on walking and driving surfaces shall be one foot candle minimum.

5.12 OUTDOOR SERVICE, STORAGE AND LOADING AREAS

Outdoor storage and service areas (including, but not limited to, service entrances, loading docks and bays, outdoor storage of commercial vehicles and refuse and recyclable collection facilities) shall be clearly defined and designated for convenient access. They shall not conflict with vehicular access, on-site parking facilities, pedestrian walkways, or customer entrances. Trash or recyclable areas shall not be visible to the public.

All outdoor storage and service areas for commercial uses shall be located so as to be convenient to the commercial users and where associated odors and noise will not adversely impact the residential units in a mixed use project, or adjacent residential uses.

Outdoor storage and service areas shall not be visible from public right-of-ways and shall be fully concealed or screened from on-site and off-site public view with a combination of building features, decorative walls and landscaping consistent with the architectural style of the building.



Mechanical equipment screening



Downward-directed lighting

6. STREET SYSTEM AND MOBILITY

6.1 EXISTING STREET SYSTEM

The KBK Development is located on along the north side of East Compton Blvd. from N. Spring Ave. to N. Santa Fe Ave. Compton Boulevard is a four-lane roadway (100' ROW, 85' curb to curb) running east-west that includes Class II bike lanes and on-street parking, and has a posted speed limit of 30 miles per hour. N. Spring Ave. and N. Willow Ave. are substandard, narrow local roads (40' ROW, 24' curb to curb) with one-side street parking and one-lane in each direction. Along the project's eastern edge is N. Santa Fe Ave. (100' ROW, 78' curb to curb) which is a four-lane, north-south roadway that accommodates street parking and a southbound Class II bike lane. It has a posted speed limit of 40 miles per hour.

6.2 PUBLIC TRANSIT

The project is located in a transit-oriented location where substitution of some automobile trips with transit trips is feasible. The center of the project site is located 0.45 miles away (a walking distance of approximately nine minutes) from Compton Station. The station provides Metro A Line (Blue) service to downtown Los Angeles and downtown Long Beach, each approximately 30 minutes distant. Travel times to Hollywood are approximately 45 minutes via the Metro B Line (Red). In 2018, Compton Station had a weekday average 3,308 daily boardings, sixth on the Blue Line after 7th Street/Metro Center, Willowbrook/Rosa Parks, Pico, Grand/LATTC and Florence.

Compton Station is also the site of the Martin Luther King Jr. Transit Center, which is a local hub for bus transit services, providing connections in all directions.

The intersection of Compton Blvd. and Santa Fe Ave. is served by Metro Bus Lines 60, 125, 127 and 128 as well as Compton Renaissance Transit Lines 4 and 5. All of these lines connect Compton Station with areas further east and/or south. The current bus stop in front of the project site is located on Compton Boulevard just west of Santa Fe Avenue. In keeping with Section 4.5.8, seating and a shade structure will be added by the developer.

6.3 COMPTON BOULEVARD

Figure 6.1 shows the circulation framework for the 501/601 E Compton Blvd site.

In order to implement the community vision for Downtown Compton (Section 2.2) and adequately complement the urban and pedestrian-friendly nature of the project, Compton Boulevard will need to transform from an auto-oriented pass-through corridor to a street that becomes a true destination for the City of Compton and transit users from around the region.





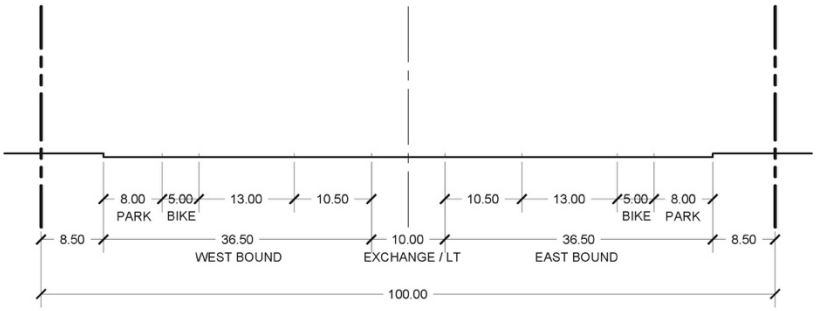
Narrowing of Compton Boulevard between Alameda Street and Santa Fe Avenue is needed in order to create a wider and more pleasant sidewalk in front of new and old buildings.



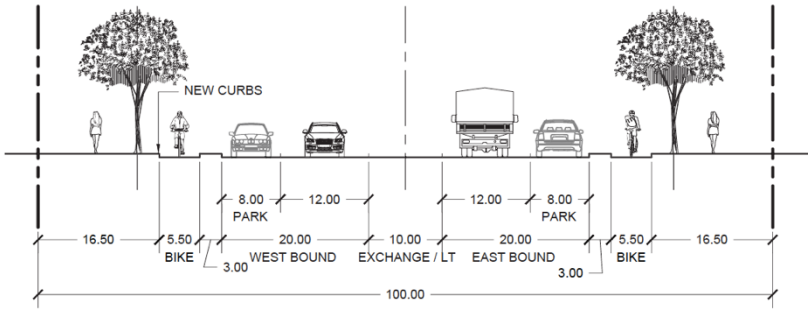
Level 1 Floor Plan & Site Plan
SCALE: 1" = 20'

0' 20' 40'

Figure 6.1 shows the existing and proposed cross-sections for the segment of the street between Alameda Street East and Santa Fe Avenue. The sidewalk width will grow from 8.5 feet to 16.5 feet, and the Class II bike lane will be replaced with a Class IV separated bikeway. The bikeway will be separated from traffic on both sides by parking and a small buffer space.



Existing



Proposed (Preferred)

Figure 6-2. Existing and Proposed Cross-Sections – Compton Blvd – Alameda St to Santa Fe Ave.

The sidewalk area will be divided into four zones which are described below and illustrated in Figure 6-3.

1. Sidewalk Amenity Zone (Area A)

The sidewalk amenity zone shall be a minimum of 6.5 feet wide adjacent to the curb and shall contain the following elements:

A. Street trees

B. Benches

C. Pedestrian-focused lighting (optional)

D. Bike racks (optional)

E. Bus stops and related amenities (shelters, signage, lighting)

F. Wayfinding signage

If the alternate proposed cross-section is chosen by the City of Compton, the sidewalk amenity zone shall be a minimum of 5.5 feet wide.

2. Sidewalk Pedestrian Zone (Area B)

The sidewalk pedestrian zone is located between the sidewalk amenity zone and the property line. It shall be a minimum 6 foot wide space which shall remain clear of all obstructions to pedestrians.

3. Spill-Out Zone (Area C)

The spill-out zone is located on the public right-of-way and abuts the property line. It may contain temporary elements that serve the adjacent development, including:

A. Sidewalk dining with temporary furniture that is removed on a daily basis

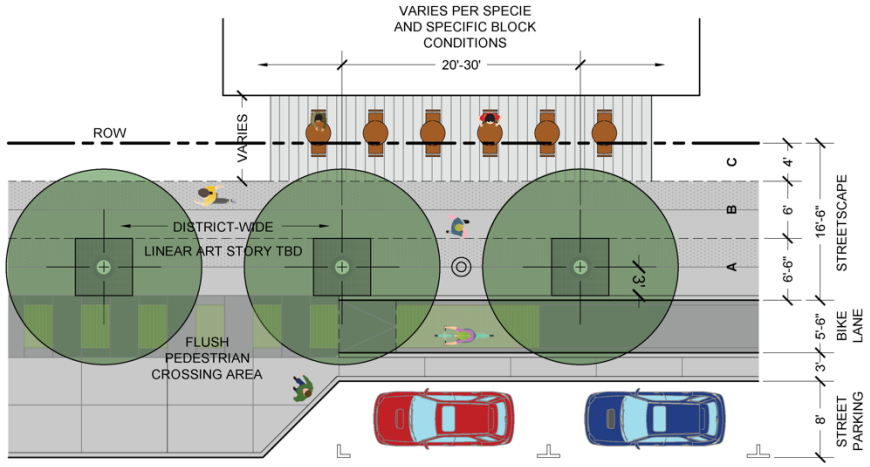
B. A-Frame and menu signage

C. Temporary planters

4. Ground Floor Front Setback

Any ground floor front setback areas may be used for patio dining in conjunction with the Shopfront frontage type. Patio dining may include permanent furniture and fences separating the space that is out of the public right-of-way.

Planters may be placed in the ground floor front setback in accordance with the Lobby frontage type.



TYPICAL STREETSCAPE:

ZONE A: FURNITURE ZONE

- STREET FURNITURE
- STREET TREE LINE
- CONTINUOUS SUBSURFACE ROOT TRENCH
- TREE GRATE OR OPEN PLANTER TBD
- SAW CUT CONCRETE 'SCORE SHEET' PAVING BANDS
- POTENTIAL DRAINAGE INFILTRATION POINTS
- DISTRICT-WIDE LINEAR ART STORY TBD - VERTICAL-TYPE STREET ART ELEMENTS

ZONE B: WALKWAY ZONE

- UNOBSTRUCTED WALKWAY SPACE
- SAW CUT CONCRETE 'SCORE SHEET' PAVING BANDS
- DISTRICT-WIDE LINEAR ART STORY TBD - FLATWORK-TYPE STREET ART ELEMENTS

ZONE C: SPILL-OUT ZONE

- VARIED PAVING TYPES AND PATTERNS TO HELP FORM A TRANSITION AND 'WELCOME MAT' TO PRIVATE PLOT AREAS.
- SPILL-OUT SEATING AND FURNITURE FROM ADJACENT PRIVATE PLOT DEVELOPMENT ALLOWED IN THIS ZONE.
- POTTED PLANTS AND OTHER LOOSE ELEMENTS ALLOWED.

1 ENLARGED PLAN - TYPICAL STREETSCAPE
1/8" = 1'-0"

Figure 6-3. Typical Streetscape Plan and Streetscape Zones.

6.4 WILLOW PLAZA

Willow Plaza will be a publicly-accessible hardscape plaza created by closing N. Willow Ave. to vehicles through the middle of the project. A vehicular turnaround allowing for clear and easy maneuvering of vehicles on N. Willow Ave. shall be added at the north end of the project.

Public pedestrian and bicycle access from the stub end of N. Willow Ave. to Compton Blvd. shall be assured at all times of the day and night. Emergency access shall also be assured in the plaza through the use of retractable bollards.



Retractable bollards allow for emergency access from public streets to otherwise pedestrian plazas.

The plaza will include at-grade spaces that are below the new building. This section shall include lighting, public art and potential building entrances in order to activate the space and deter criminal activity.

Maintenance and security at Willow Plaza shall be undertaken by the property owner.

6.5 VEHICULAR ACCESS

Vehicular access to parking garages shall be from N. Spring Ave. and N. Santa Fe Ave. Due to the existence of a median on Santa Fe Avenue, vehicles entering the parking garage on Santa Fe Avenue shall enter via right turn only from southbound Santa Fe Avenue, and vehicles exiting the parking garage shall exit via right turn only onto southbound Santa Fe Avenue. No curb cuts shall be permitted on Compton Blvd.

7. SIGNAGE

7.1 APPLICABILITY

A. All signs within the Specific Plan area shall be designed, constructed and installed in compliance with the standards established in Section 30-22 (Sign Regulations) of the City Zoning Code.

B. Additional standards for signs permitted within the Specific Plan area are included in Subsection G.2 (Additional Specific Sign Standards) below. In the case of a conflict between the sign standards established in this Chapter and the standards in Section 30-22 (Sign Regulations) or any other sign standards included in the City Zoning Code, the standards in this Chapter supersede.

7.2 SIGN ILLUMINATION STANDARDS

A. Direct Illumination. Direct illumination is limited to marquee signs; see Subsection 2.a (Marquee Signs).

I. Direct illumination is limited to letters, numbers, symbols and accents on the marquee sign.

II. Exposed lamps on marquee may only be animated to create an effect of patterned illusionary movement provided the alternate or sequential activation of illuminated elements occurs on a cycle that exceeds two seconds.

III. Hours Permitted. All direct illumination on a marquee sign must be turned off daily at the close of business or 10 p.m., whichever occurs last.

B. Neon Signs

I. Exposed neon sign lighting is permitted only for entertainment or restaurant uses.

II. Exposed neon sign lighting is subject to the sign area limitations for all building mounted signs established in Section 30-22 (Sign Regulations) of the City Zoning Code.

III. Hours Permitted. Exposed neon sign lighting must be turned off daily at the close of business or 10 p.m., whichever occurs last.

C. Electronic Message Signs

I. Number of Signs. One electronic LED message sign is allowed per business and will be treated as the primary sign.

II. Changeable LED Copy.

a. Applicable Uses. Changeable LED copy signs are permitted for restaurants and entertainment uses. Other uses may use changeable LED copy signs with a Minor Use Permit.

b. Display. Electronic message signs must not flash, blink, flutter, include intermittent or chasing lights, or display video messages (i.e., any illumination or message that is in motion or appears to be in motion). Electronic message signs may display changing messages provided that each message is displayed for no less than 8 seconds.

III. Night-time Brightness.

a. Automatic Controls. Electronic message signs must be equipped with photocell technology to control and vary the intensity of light output depending on the amount of ambient light that is present to prevent overly bright luminance at night. Automatic controls must limit night luminance to a maximum of 100 nits when the display is set to show maximum brightness in 100 percent full white mode.

b. Manufacturer Certification. The applicant shall provide a written certification from the sign manufacturer that the nighttime luminance has been factory pre-set not to exceed 100 nits as described in paragraph 8.1.2.C.1. above, and that this setting is protected from end-user modification by password-protected software or other method as deemed appropriate by the Community Development Director.

c. Hours Permitted. Electronic message signs must be turned off daily at the close of business or 10 pm., whichever occurs first.

7.3 SIGN PROGRAM

A. Purpose. The purpose of the sign program shall be to integrate signs with building and landscaping design to form a unified architectural theme which conforms to the goals of this Specific Plan and the city's General Plan.

B. Review Authority. The Architectural Review Board shall conduct reviews of sign programs.

C. Design Guidelines. The purpose shall be achieved by using the same background colors and limiting the number of sign colors per site; using the same type of cabinet supports, mounting methods, component construction materials and illumination; and using uniform sign placement and proportionate letter and logo heights for large and small tenants.

D. Applicability. A sign program shall be required for the following projects:

I. New or substantially rehabilitated commercial, mixed-use, office and industrial projects with two or more tenant spaces.

II. Changeable copy signs.

E. Flexibility. After consultation with the Architectural Review Board, the Community Development Director may modify any sign standard(s) by up to 15% provided that the Director find that the modification in standards will not be detrimental to the design of the project or the experience of pedestrians along the sidewalk abutting the project.

7.4 DEFINITIONS

A. A-FRAME SIGN - Shall mean a freestanding, moveable sign usually supported by two upright sign faces (also known as a "sandwich board").

B. ABANDONED SIGN - Shall mean a sign whose use has ceased or been discontinued for a period of 90 consecutive days or which identifies a business or activity that has not occupied the premises for a period of 90 consecutive days.

C. ACCESSORY SIGN - Shall mean a sign whose copy refers to the products, facilities or services available on the premises.

D. ADDRESS - Shall mean the placement of a street number which identifies the street mailing address of a business or residence. It may also include the street name for additional clarity.

E. ADVERTISING DISPLAY - Shall refer to advertising structures and to signs placed for off-site outdoor advertising purposes on advertising structures.

F. ADVERTISING STATUARY - Shall mean a three-dimensional imitation or representation of a person or thing which is designed to promote or represent a commercial enterprise.

G. ADVERTISING STRUCTURE - Shall mean a structure of any kind or character erected, used, or maintained for off-site outdoor advertising purposes, upon which any poster, bill, printing, painting, or other advertisement of any kind whatsoever may be placed.

H. ANIMATED OR MOVING SIGN - Shall mean a sign which uses movement, lighting or special materials to depict action, movement or rotation.

I. APPROVING AUTHORITY - Shall mean the administrative, appointed or legislative agent or body with primary responsibility for approval of a sign permit.

J. ARCHITECTURAL REVIEW BOARD - Shall mean an interdepartmental board established by the City to review and evaluate new projects to ensure that they meet the highest standards for design and construction.

K. AUDIO - Shall mean the inclusion in a sign of any sound emitting mechanism or production of sound from a sign.

L. AWNING OR CANOPY SIGN - Shall mean a sign that is mounted or painted on or attached to the vertical surface or flap of an awning or canopy.

M. BANNER SIGN - Shall mean a nonpermanent sign composed of fabric, plastic, paper or other lightweight material which contains advertising copy and is attached to a building, pole, frame or vehicle.

N. BENCH/TRANSIT ENCLOSURE SIGN - Shall mean a sign displayed on a transit bench or on any surface of a transit enclosure.

O. BILLBOARD SIGN - Shall mean a sign, excluding a supergraphic sign, which advertises goods, products, services or facilities not sold, produced, manufactured or furnished on the premises on which the sign is located (also known as outdoor advertising, off-premises sign or off-site sign).

P. BUILDING FACE OR FRONTAGE - Shall mean that portion of a main building most nearly parallel to a street or parking area.

Q. BUSINESS IDENTIFICATION SIGN - Shall mean sign copy, including logo, used to identify the name and address of a premises, business, building or portion of building upon which it is located, and which includes no other information.

R. BUSINESS INFORMATION SIGN - Shall mean a sign in which a business or occupant's name, address, phone number or hours of operation are provided, but which contains no advertising copy.

S. CAN SIGN - Shall mean a sign contained within a structural casing or canister, often composed of sheet metal or aluminum, covered by glass, plastic or similar material upon which the sign copy is affixed, and which may be internally illuminated (also known as a "canister sign").

T. CANOPY SIGN - See "awning sign."

U. CENTER IDENTIFICATION SIGN - Shall mean a sign containing the name and/or primary occupants of a multi-tenant center (also known as a "multi-tenant sign").

V. CHANGEABLE COPY SIGN - Shall mean a sign in which the copy/text may be manually changed or rearranged without altering the face or surface of the sign.

W. CHANNEL LETTER - Shall mean individual letters or figures affixed to a building, raceway or other sign structure.

X. CIVIC EVENT SIGN - Shall mean a temporary noncommercial sign, posted to advertise a civic event sponsored by a public agency, school, church, civic-fraternal organization or similar civic organization.

Y. CONDITIONAL USE PERMIT - Shall mean a permit approved by the Planning Commission at an advertised public hearing for specified types of signs which are not automatically permitted by the Code.

Z. CONSTRUCTION SIGN - Shall mean a temporary sign erected on a parcel where construction is taking place, limited to the duration of the construction, indicating the names of the architects, engineers, contractors, owners, financial supporters, sponsors and similar individuals or firms having a major role or interest in the project.

AA. COPY AREA - Shall mean the actual area of sign copy applied to any background including any lettered, written, pictorial or other visual sign unit displayed for the purpose of conveying a message.

BB. DIRECTIONAL SIGN - Shall mean an on-premises sign limited to directional messages principally to facilitate safe movement of pedestrian or vehicular traffic, such as "one-way," "entrance" or "exit."

CC. DIRECTORY SIGN - Shall mean a sign listing the tenants or occupants of a building or group of buildings which may contain suite numbers, names and logos but no advertising copy.

DD. DOUBLE-FACED SIGN - Shall mean a single sign structure with copy on both sides.

EE. EAVELINE - Shall mean the bottom of the roof eave or parapet.

FF. ELECTRICAL SIGN - Shall mean a sign or sign structure in which electrical wiring, connections or fixtures are used.

GG. ELECTRONIC READERBOARD - Shall mean a changeable message sign consisting of a matrix of lamps which are computer controlled (excluding time/temperature signs).

HH. EMERGENCY SIGN - Shall mean a sign placed temporarily by or with permission of a public safety agency to protect life and property in the case of fire, flood, explosion or other threat to public safety.

II. FACADE - Shall mean visible exterior building walls, including parapet walls.

JJ. FACING - Shall mean the portion of the advertising structure that contains any poster, bill, printing, painting or other advertisement of any kind whatsoever.

KK. FASCIA - Shall mean a horizontal band covering the joint between the top of a wall and the projecting eaves.

LL. FLAGS, FESTOONS, SPINNERS AND PENNANTS - Shall mean ribbons, tinsel, small flags, pinwheels, pennants, small balloons and similar items composed of fabric, plastic, paper or other light materials which are mounted to allow movement by the atmosphere and to attract the attention of the public (excluding official government flags).

MM. FLASHING, INTERMITTENT OR MOVING LIGHT - Shall mean a light or message that changes more often than once every four seconds. The illumination or the appearance of illumination resulting in a change of message or advertising copy is not the use of flashing, intermittent, or moving light, unless it changes more often than once every four seconds.

NN. FREESTANDING SIGN - Shall mean a permanent sign not affixed to a building, including ground signs, pole signs, pylon signs and monument signs.

OO. GRAND OPENING - Shall mean a promotional activity not exceeding 30 consecutive calendar days which occurs within two months of the establishment of a new business to inform the public of its location and product or service. Grand openings do not include annual or occasional promotions.

PP. GROUND SIGN - Shall mean a very low profile, freestanding sign oriented parallel to the ground, which maintains essentially the same height throughout its length.

QQ. HEIGHT - Shall mean the vertical distance from the natural grade beneath a sign measured to the highest point of the sign, including embellishments.

RR. ICON SIGN - Shall mean a sign designed to resemble the product or service (e.g., donuts, keys or shoes) offered on the premises.

SS. ILLEGAL SIGN - Shall mean a sign, advertising display or structure erected or constructed without first complying with all ordinances and regulations in effect at the time of its construction, erection or use; a nonconforming sign which has exceeded its authorized amortization period; an abandoned sign or any sign which is hazardous due to its location, physical condition or lack of required maintenance.

TT. ILLUMINATED SIGN - Shall mean a sign lighted by or exposed to artificial lighting either by lights on or in the sign or directed toward the sign.

UU. INCIDENTAL SIGN - Shall mean a small sign, emblem or decal providing information to the public regarding services available on the premises, such as credit cards, ATM availability, self service, cashier, etc.

VV. INFLATABLE SIGN - Shall mean inflatable statuary, hot air balloons, captive balloons or similar three dimensional inflatable objects designed to convey information or advertise a location and mounted to allow movement by the atmosphere and to attract the attention of the public.

WW. KIOSK - Shall mean a vertically oriented sign, typically with multiple faces, which is intended primarily to provide information to passersby.

XX. LEGALLY NONCONFORMING SIGN - Shall mean a sign which was legally established but no longer conforms to the provisions of this section and (1) whose amortization period has not expired or (2) whose continued use has been authorized by the Planning Commission or City Council.

YY. LOGO SIGN - Shall mean a licensed, certified, copyrighted or trademarked name, symbol, feature or trademark that represents a business, enterprise, group or activity.

ZZ. MAIN TRAVELED WAY - Shall mean in the case of a freeway, the traveled way of each of the separate roadways for traffic in opposite directions.

AAA. MARQUEE - Shall mean a sign located on a fixed, roofed structure which projects from a building and which is designed to advertise changing performances, attractions or events, either through manually placed copy or electronically controlled lighting. Information presented may be static or sequential, depending on the design of the copy system.

BBB. MENU BOARD - Shall mean a sign on the premises of a drive-thru restaurant which identifies the type and cost of available food items.

CCC. MONUMENT SIGN - Shall mean a low profile, freestanding sign with a solid or primarily solid support base.

DDD. MULTI-FACED SIGN - Shall mean a sign containing three or more faces.

EEE. MULTI-TENANT SIGN - Shall mean a sign which identifies or advertises more than one business or activity within a single sign structure (also known as a "center identification" sign).

FFF. MURAL - Shall mean a display painted onto a wall or display base which is designed and intended as a noncommercial decorative or ornamental feature and which does not contain any advertising copy (also known as "decorative graphic").

GGG. NAMEPLATE - Shall mean a non-illuminated, on-premises sign which gives only the name, address and/or occupation of an occupant or group of occupants.

HHH. NEON SIGN - Shall mean a sign which utilizes neon or other gases with translucent tubing in or on any part of the sign structure.

III. PAINTED OR PAINTED-ON SIGN - Shall mean a sign which is applied with paint or a similar coating directly on the surface of a wall, building, display base or sign structure.

JJJ. POLE SIGN - Shall mean a freestanding sign mounted above the ground on a single pole structure, typically centered on the pole (excludes directional signs six feet or less in height).

KKK. POLITICAL ELECTION SIGN - Shall mean a temporary sign used in connection with a local, State or national election or referendum.

LLL. PORTABLE SIGN - Shall mean a moveable sign which is designed to be easily moved and is not permanently attached to the ground or a building. Portable signs include A-frame signs, portable reader-boards and similar signs.

MMM. PROJECTING SIGN - Shall mean a sign which is attached to and projects from the exterior wall of a building where the display surface of the sign is not parallel to the wall of the structure to which it is attached.

NNN. PROMOTIONAL ACTIVITY SIGN - Shall mean a sign erected on a temporary basis to promote the sale of new products, new management, new hours of operation, a new service or a special sale.

OOO. PYLON SIGN, DOUBLE - Shall mean a freestanding sign which is designed in a "gateway" format, with a double support structure and a connecting, thematically integrated panel on which is typically placed copy and/or a logo to mark the name identification of a major business, center or facility. Double pylon signs are architectural or decorative in character to emulate gateways.

PPP. PYLON SIGN, SINGLE - Shall mean a freestanding sign which is incorporated into a single, vertical structure on which is typically placed copy and/or a logo to mark the name identification of a major business, center or facility. Single pylon signs are decorative in character to emulate the form of a monument.

QQQ. RACEWAY - Shall mean a channel attached to a building which provides a mounting surface for a facade sign and which generally contains the electrical connections for illumination.

RRR. REAL ESTATE SIGN - Shall mean a temporary sign that relates to the sale, lease or rental of property or buildings on the premises on which it is located.

SSS. ROOF SIGN - Shall mean a sign that is mounted on the roof of a building or that is dependent upon a building for support and/or that projects above the top walk or edge of a building with a flat roof, the eave line of a building with a gambrel, gable or hip roof or the deck line of a building with a mansard roof.

TTT. SIGN - Shall mean an object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected image.

UUU. SIGN FACE - Shall mean the exterior surface of a sign, exclusive of structural supports.

VVV. SIGN PERMIT - Shall mean a permit issued by the Department of Building and Planning for installation of a sign.

WWW. SIGN PROGRAM - Shall mean a comprehensive plan that addresses all signs within a site that is designed to achieve aesthetically appealing and compatible signage for projects with major roadway exposure, multiple-signage requirements or complex or unusual signage needs.

XXX. SIGN STRUCTURE - Shall mean the structural supports, uprights, bracing and decorative skirting for a sign.

YYY. SUPERGRAPHIC SIGN - Shall mean a sign, consisting of an image projected onto a wall or printed on vinyl mesh or other material with or without written text, supported and attached, to a wall with an adhesive, stranded cable and eye bolts or other materials or methods which covers more than 20% of a wall, building, facade or other structure.

ZZZ. TEMPORARY SIGN - Shall mean a sign, generally constructed of paper, cloth, canvas or other similar lightweight material, with or without a frame, intended to be used for a limited period of time.

AAAA. TIME/TEMPERATURE SIGN - Shall mean a sign which communicates time and temperature information in digital or analog fashion, frequently in connection with business logo or identification copy.

BBBB. UNDER CANOPY SIGN - Shall mean a sign suspended beneath a projecting canopy, awning, ceiling or marquee.

CCCC. VEHICLE SIGN - Shall mean a sign which is attached to or painted on a vehicle the principal purpose of which is to attract attention to a product or provide directions to an activity or business.

DDDD. WALL SIGN - Shall mean a sign which is attached parallel to and projects no more than 12 inches from the exterior wall of a building, building facade, perimeter wall or fence.

EEEE. WINDOW SIGN - Shall mean a sign, picture, text or symbol designed to communicate information about an activity, business, commodity, event, sale or service that is placed in or on, or is visible from, the exterior of a window.

7.2.1 Table Sign Matrix			
Sign Type	**Maximum Number**	**Maximum Area**	**Other**
Façade: Wall or Canopy			
Business Identification	1 per street, paseo or parking lot frontage	2 sf per lineal foot of frontage, not to exceed 200 sf	Maximum area applies to aggregate of all façade signs
Accessory	2 per street or parking lot frontage, with a maximum of 8 installed on no more than 2 facades	40% of the size of the business identification sign per accessory sign	Maximum 2 line copy, 1 product or service per sign May not project above height of primary sign or first floor
Canopy			Awning and canopy signs may be permitted only as an integral part of an awning or canopy to which they are attached or applied. Signs on awnings are only permitted on the awning flap (valance) and content is limited to the business name, building name or address number. The letter height shall not exceed 10 inches. The lettering shall be located in the middle 70 percent of the valance area.
Under Canopy	1 sign per primary business entrance	8 sf	
Free Standing Signs			
A-Frame	1 sign per business	6 sf per face	Maximum height: 3 ft Maximum width: 2 ft Must be located in Sidewalk Amenity Zone and must be removed each day at close of business.
Business Identification: Monument	1 sign for each street frontage of 100 feet or more; not to exceed 2	32 sf per face	Maximum height: 5 feet To be used in conjuction with the Surface Parking frontage type Not permitted on Primary Downtown Frontage (Compton Blvd.)
Center Identification: Monument	1 sign only per center with 200 feet or more of street frontage located on a single street	1 sf for each lineal foot of frontage, not to exceed 200 sf	Must have at least three tenants. Can be building wall mounted To be used in conjuction with the Surface Parking frontage type Not permitted within 40 feet of Compton Walk Frontage
Projecting Signs			

Small Business Identification: Projecting (Blade)	May be used in place of Under Awning sign 1 sign per primary business entrance	8 sf per face	
Large Business Identification: Grand Projecting	May be used in place of Business Identification: Monument	32 sf per face	Mounted perpendicular to building wall at front entrance.
Center Identification: Grand Projecting	May be used in place of Center Identification: Monument	0.5 sf for each lineal foot of frontage, not to exceed 200 sf	
Marquee	1 per theater (movie or live performance)	1 sf per linear foot of frontage for the specific use being advertised in the marquee	Bottom of marquee must be mounted 12 feet from sidewalk. Marquee may encroach over sidewalk, but no closer than 15 feet from the bike curb.
Special Purpose Signs			
Wall: Directory Signs/Multiple Tenant Centers	1 wall sign per building entrance or pedestrian walkway entrance	12 sf per sign face	Maximum height: 6 feet (Ground Mounted)
Kiosk: Directory Signs/Multiple Tenant Centers	1 kiosk per pedestrian walkway entrance or plaza	12 sf of written area per face	Maximum height: 7 feet May be located within Sidewalk Amenity Zone One face shall reserve 4 sf for City agendas and public notices
Directional/Wayfinding Signage (Pedestrian)	1 per every 50 feet of street or walkway frontage or at points where changes in direction are required	4 sf per face	Maximum height: 8 feet
Artistic Mural or Mural Wall Sign	1 per building elevation	150 sf	Non-illuminated only Content must be approved by Community Development Director

7.2.2 Signs	
Sign Type	
A-Frame	P
Address	E
Audio	X
Balloons (helium filled, 1 foot diameter max.)	T
Banner (see CMC 30-22.5.c.4)	T
Bench (Transit)	X
Billboard	X
Business Identification	P
Canopy (Awning)	P
Center Identification	P
Construction	T
Directional	P
Directory	P
Emergency	E
Façade (Wall)	P
Flag (National)	E
Flags (Spinners, Festoons, etc.)	X
Flashing	X
Grand Projecting	P
Ground	X
Holiday Decorations	E
Incidental	E
Inflatable	X
Kiosk	P
Marquee	MUP
Menu	X
Monument	P
Mural	P
Painted-on	X
Pennant (Spinners, Festoons, etc.)	X
Pole	X
Political Election	T
Portable	P
Projecting	P
Pylon	X
Real Estate	T

Roof	X
Rotating	X
Supergraphic	MUP
Temporary	T
Time & Temperature	P
Under Canopy	P
Vehicle	X
Wall (Façade)	P
Window	X

E = Exempt
P = Permitted
MUP = Minor Use Permit
T = Temporary Only
X = Prohibited

8. INFRASTRUCTURE

8.1 INFRASTRUCTURE

The purpose of this report is to provide an overview of existing and planned infrastructure facilities, and to outline recommended infrastructure upgrades for the two, city block development known as the “KBK Development”. The recommended upgrades are based on analyses of the capabilities and capacities of existing facilities and projected infrastructure needs based on build-out of the Project Areas.

The City of Compton (City) encompasses 10.1 square miles of land and is centrally located in Los Angeles County bounded by the unincorporated Willowbrook on the north and northwest, the unincorporated West Compton on the west, the city of Carson on the southwest, the unincorporated Rancho Dominguez on the south, the city of Long Beach on the southeast, the city of Paramount and the unincorporated East Compton on the east, and by the city of Lynwood on the northeast.

The City has existing single-family and multi-family residential, large industrial centers for transit and distribution, business services and textile manufacturing and is fondly known as the “Hub City”, established over time in an informal pattern. The City’s population is 95,605 (2019). The project site consists of several lots on the 500 and 600 Block of Compton Boulevard, totaling approximately 2.13 acres of land in Compton, California.

8.2 LOCAL ROAD SYSTEM

The KBK Development is located on along the north side of East Compton Blvd. from N. Spring Ave. to N. Santa Fe Ave. Compton Boulevard is a four-lane roadway (100’ ROW, 80’ curb to curb) running east-west that includes Class II bike lanes and on-street parking. N. Spring Ave. and N. Willow Ave. are local roads with street parking and one-lane in each direction. Along the project’s eastern edge is N. Santa Fe Ave. which is a four-lane, north-south roadway that accommodates street parking and Class II bike lanes.

Currently the existing road standards infrastructure asphalt roads with concrete curb and gutter, concrete sidewalks, storm drainage systems, some underground utility systems, aboveground power/cable TV/FiOS/phone, and street lighting systems. The public streets in the City of Compton are built pursuant to the “Standard Specifications and Standard Drawings” dated June 2018, by the Department of Public Works.



Compton Boulevard looking east

The surrounding City streets should be brought up to current street design standards including:

- Construct American with Disabilities Act (ADA) curb ramps
- Close all unused driveway aprons
- Replace all non-ADA compliant driveway aprons
- Provide underground power to streetlights
- Install street trees
- Replace all non-ADA compliant sidewalk
- Remove all utility obstructions in sidewalks to provide ADA-compliant path of travel

8.3 SEWER SYSTEM

The entire project area is supported by existing City sewer systems. Around these two City blocks are underground sewage systems owned and maintained by the City's Public Works Department and Los Angeles County (LAC). The sewer lines within the area are mainly Vitrified Clay Pipes (VCP). The sewer mains are all under the major streets with smaller lateral lines connecting directly to existing commercial buildings.

The existing sewer demands are for Commercial zoning coefficients (0.015 cfs/Acre) per Los Angeles County Department of Public Works (LACDPW)[2]. The site is 2.13 acres meaning that the total existing, design flow rate would be 0.032 cfs. For new developments, we are expected to use 0.001 (cfs/unit) for the proposed 290 residential units, or 0.29 cfs. The program also calls for approx. 53,000 sqft (1.22 acres) of commercial space which would call for 0.018 cfs of sewer flows. The new project will have 0.308 cfs of average daily sewage flows. This is 0.276 cfs more sewage flows than the current zoning demands (commercial only).

The cumulative sewage effluent by this affected Tributary Area should be calculated using the Zoning Coefficient for runoff provided for a typical sewer area study by the Los Angeles County Department of Public Works (LACDPW) Land Development Division. The existing sewer along E. Compton Blvd. is an 8" VCP. Using the minimum allowable slope of 0.24%, the design capacity for the existing sewer main is at least 0.27 cfs which is less than the new design flow of 0.308 cfs.

Sewer laterals are sewer pipes which connect with buildings with sewer mains that run in the street. In general, new or upgraded sewer laterals are required for new buildings, with the cost of the installation borne by the developers.



FIGURE 8-1
SEWER SYSTEM

[2] "Estimated Average Daily Sewage Flows for Various Occupancies" table, LACDPW, no date.

8.4 WATER SYSTEM

The City of Compton Water Utility Division is the sole water purveyor for the City. There are potable water lines under all the streets within the project area with pipe sizes varying from 6 to 10 inches. The existing pipes that distribute water services include Asbestos Cement (Transite - TR), Cast Iron (CI), and Ductile Iron (DI) pipes.

The proposed development build-out will see an increase in land use density, which in turn results in an increase in water demand. Many of the existing water lines in the project area are 8 inches in diameter and above. The 8-inch pipes generally have the capacity to handle the increase in water demand/load under total build-out. However, in order to meet the demand of water consumption, including water services for fire prevention purposes, such as demand of new fire hydrants and fire sprinkler systems in the new developments in the post total "build-out" condition, it is recommended older and smaller water pipes be upgraded.

The water purveyor will evaluate future development and conduct their own detailed analysis and will ultimately decide whether the water distribution facilities are required to be upgraded.



8.5 STORM DRAIN SYSTEM

The major storm drain systems within the project location are maintained by the Los Angeles County Flood Control District (LACFCD) as most storm water flows southwardly down the public streets. The main storm drainage systems consist of underground Reinforced Concrete Pipes (RCP) and Reinforced Concrete Boxes (RCB) ranging from 24 to 108 inches. There is a major storm drain trunk line, an existing 108" RCB (Line "E"), flowing south under N. Santa Fe Ave and E. Compton Boulevard.

The City's Public Works Department is responsible for planning, designing, constructing, and maintaining the local storm drainage systems. Surface runoff along the north-south local streets are captured by City storm drain systems before it reaches Compton Blvd. There are catch basins on both sides of the street at both N. Spring Ave. and N. Willow Ave., just north of E. Compton Boulevard. These City storm drainage systems will probably need to be reconfigured, so they are out of the new project's footprint.

Approximately 90-5% of the existing project site area is impervious. The new development will not directly trigger any need for upgrades to the City's existing storm drain facilities, due to the City's required Low Impact Development (LID) Mitigation Measures to treat and convey stormwater on-site via infiltration, capture and reuse, or biofiltration. This design will be based on the Geotechnical Engineers recommendations for the proposed development, which will stabilize and/or even reduce runoff in the vicinity.

There are currently no recommendations to upgrade the existing storm drain system within the project area.

LID Practices and Project Requirements

In October 2008, the County adopted the LID Ordinance as part of Los Angeles County Code Title 12, Chapter 84 to require the use of LID principles in all development projects except road and flood infrastructure projects. Unlike traditional stormwater management, which collects and conveys stormwater runoff through storm drains, pipes, or other conveyances to a centralized stormwater facility, LID uses site design and stormwater management to maintain the site's pre-development runoff rates and volumes. The goal of LID is to mimic a site's pre-development hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to the source of rainfall.

LID practices or stormwater quality control measures can be categorized into the following types:

- *Retention-based stormwater quality control measures*
  Examples: bio-retention, infiltration basin, dry well, permeable pavement, etc.
- *Bio-filtration*
  Example: bio-filtration area
- *Vegetation-based stormwater quality control measures*
  Example: stormwater planter (or planter box), vegetated swale, green roof, etc.
- *Treatment-based stormwater quality control measures*
  Examples: sand filter, constructed wetland, propriety treatment control measures.

All new development that requires new grading in the project area will require preparation of a hydrology study to demonstrate that building sites are free from flooding hazard. New development will be required to mimic the site's pre-development runoff by choosing the appropriate LID practice most suitable for the site. A proposed project must demonstrate that any proposed improvement, including filling, does not raise the flood level upstream or downstream of the project. As required by the County, developers shall prepare National Pollution Discharge Elimination System (NPDES) reports, such as the Water Quality Management Plan (WQMP) and Stormwater Pollution Prevention Plan (SWPPP), to ensure the quality of water is preserved and adverse environmental impacts are minimized.



FIGURE 8-3
STORM DRAIN SYSTEM

8.6 ELECTRICAL SYSTEM

Southern California Edison (SCE), which is a private utility company, provides electrical power service to the project area. SCE sets its own service standards, with oversight from the California Public Utilities Commission (CPUC), and facility improvement strategies. Currently, there is a network of aerial electrical facilities creating a power grid that supplies sufficient electrical service to the area. There is no major deficiency or functional problem in the power supply facilities within the project area.



The decision to upgrade the power supply facilities and the number of upgrades to meet the demand of future development will be determined by SCE in coordination with the City after developers have submitted their building plans. Demand for services and the ability to serve new developments are generally determined on a case-by-case basis.

Most of the electrical distribution facilities in the project area are aerial facilities. It is recommended that existing aerial electrical facilities be placed underground whenever funding is available. Underground electricity provides higher reliability, is safer in general and is also less unsightly. One of the potential funding mechanisms is CPUC Rule 20. CPUC Rule 20 is a set of policies and procedures established by the CPUC to regulate the conversion of overhead electric equipment to underground facilities, a process often referred to “undergrounding”. Rule 20 determines the level of ratepayer funding for different undergrounding arrangements.

CPUC Rule 20

Under Rule 20, undergrounding projects are financed by utility rate money, combined rate funds and local tax proceeds, or private funds, depending on whether Rule 20A, Rule 20B or Rule 20C provisions apply.

Rule 20A: *Rule 20A projects are paid for by all SCE customers and ratepayers, not just those who live in locations where facilities will be undergrounded. To qualify for full funding through utility rate proceeds, projects must produce a benefit to the general public, not just customers in the affected area, by satisfying one or more of these criteria:*

- *The location has an unusually heavy concentration of overhead facilities.*
- *The location is heavily traveled.*
- *The location qualifies as an arterial or major collector road in a local government’s general plan.*
- *The overhead equipment must be located within or pass through a civic, recreational or scenic area.*

Using CPUC formulas, SCE allocates rate funds to communities for undergrounding based on previous allocations, the ratio of customers served by overhead facilities to all the customers in the community, and the fraction that customers in the community represent of all SCE customers. Local governments use these formulas to project allocations, which allow them to prioritize projects and develop project schedules. Because funds are limited, local governments sometimes must wait and accumulate their allocations before starting an undergrounding project.

Rule 20B: *If an area is not eligible for Rule 20A or if local government cannot or chooses not to rely on the Rule 20A allocation process, Rule 20B allows rate funds to subsidize an undergrounding project. The subsidy includes an amount equal to about 5-20% of the total cost. The remaining cost is funded by local governments or through neighborhood special assessment districts.*

Rule 20C: *Rule 20C enables property owners to pay for undergrounding electric lines and equipment if neither Rule 20A nor 20B applies.*

It is also worth noting that, prior to any undergrounding process, SCE will take the lead in contacting the other low voltage utilities that might be sharing the power poles with SCE aerial facilities, such as the telecommunication providers (AT&T and Verizon) and cable TV provider (Spectrum) to coordinate and execute a joint trench. During this process, SCE will also reach out to the City's Public Service Counter for their assistance in contacting and coordinating with the aforementioned utility providers.

It is recommended that prior to approving new development, the City should contact SCE regional manager for the Compton area and set up an inspection at the new development site in order to determine whether the existing aerial SCE facilities in the area qualifies for Rule 20A funding.

8.7 NATURAL GAS SYSTEM

Natural gas is anticipated to be needed for the commercial components of the mixed-use development. Residential cooking needs are anticipated to be met through electrical power.

The Southern California Gas Company/Sempra Utilities (The Gas Company), which is a private utility company, is the gas service provider for the project area. Currently, gas pipelines are in all streets in the area (1" to 8" dia.).

The analysis on the capacity and capability to meet future demand will be conducted by The Gas Company in coordination with the County upon submittal of building plans by developers.

8.8 TELECOMMUNICATIONS SYSTEM

The project area is within the service area of both AT&T and Verizon, both of which are private utility companies. The current local telecommunications appear to have the internet service that will be in demand by future businesses and residents in the area.

The local telecommunication system providers will assess the demand for services and the ability to serve new developments on a case-by-case basis. The capacity and capability analysis for meeting future demands within the project area will be conducted after building plans are submitted by developers.

If there is “undergrounding” of existing aerial telecommunication facilities, SCE will reach out to AT&T or Verizon and coordinate a joint trench. To save on costs, the telecommunication company is likely to participate in the joint trench operation. SCE will dictate the layout of the trench, and the telecommunication lines would follow.

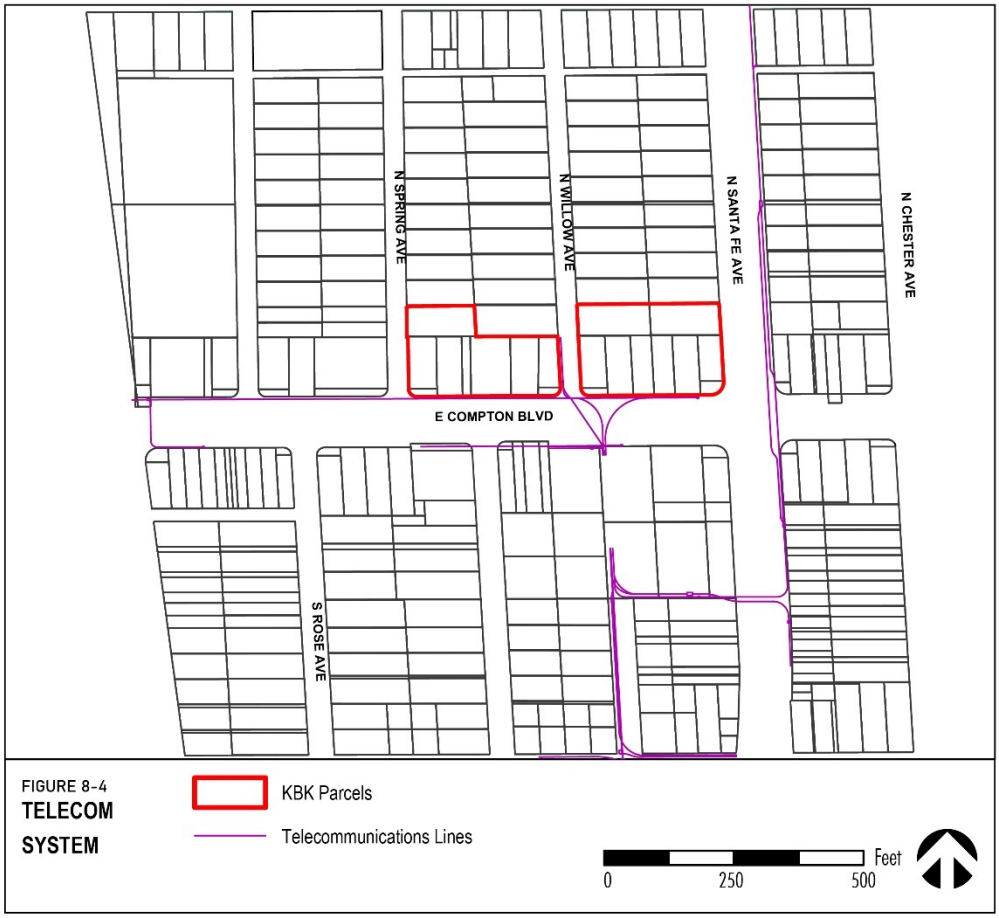


FIGURE 8-4
TELECOM SYSTEM

8.9 FIBER OPTIC SYSTEM

Level 3 Communications was a multinational communications and internet service provider, the third largest provider of fiber-optic internet access (based on coverage) in the United States. Level 3 was acquired by CenturyLink on November 1, 2017.

CenturyLink's only fiber optic line in the City of Compton runs along Alameda Street West to Los Angeles and continues along the railroad. It may be possible to negotiate the extension of these lines to the project site given the high amount and industry of potential users.

8.10 CABLE TELEVISION SYSTEM

The cable service provider for this area is Spectrum, which is a private utility company. Most of the existing cable TV systems within the project area are aerial facilities that share power poles with the electrical system north of Compton Blvd., with a few existing underground conduits.

New land uses resulting from the project will consist of both commercial and residential development; therefore, high speed internet and cable television services will be in demand. Similar to a telecommunications system, Spectrum will assess the demand for services on a case-by-case basis and ultimately make the decisions concerning upgrades for the existing cable TV systems to meet the demand of the future developments.

If there is undergrounding of existing aerial telecommunication facilities, SCE will reach out to Spectrum and coordinate a joint trench. Similar to a telecommunications provider, Spectrum is likely to participate in the joint trench operation to save on construction costs.

In most cases, if there is an upgrade of facilities required, Spectrum will be responsible for the construction costs up front, and recouping the cost later on with the additional revenue from the added customers.

9. IMPLEMENTATION

9.1 IMPLEMENTATION ROLES

This Specific Plan recognizes several implementation parties:

- KBK Enterprises: project sponsor
- City of Compton: local agency with land use jurisdiction, also project partner through the sale of Compton Successor Agency and Compton Unified School District land to KBK Enterprises
- State of California Department of Housing and Community Development: potential funder of the project through the Affordable Housing and Sustainable Communities Program

9.2 PERFORMANCE STANDARDS

The following is a list of performance standards for which KBK Enterprises or any successive property owner(s) shall be held:

1. The property owner shall be responsible for the maintenance of all public and common areas within the project, including Willow Plaza.
2. All business activities and loading shall take place between the hours of 7:00 am and 10:00 pm, unless authorized by a Minor Use Permit in accordance with Section 4.1.8.

9.3 AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

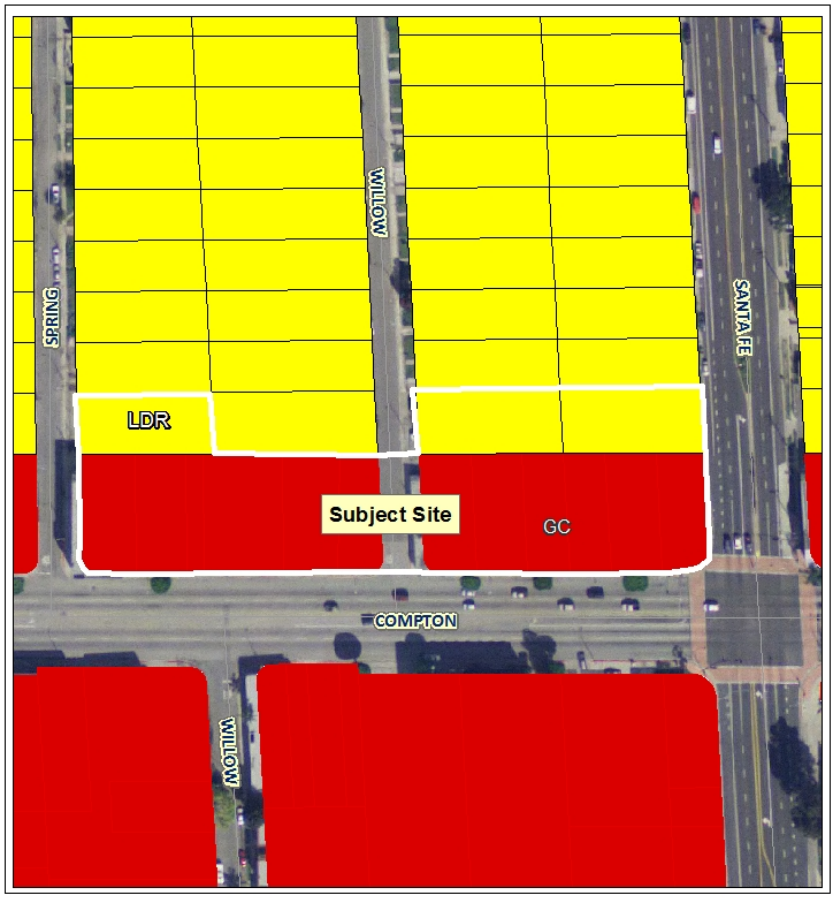
KBK Enterprises and the City of Compton intend to pursue funding from the Affordable Housing and Sustainable Communities (AHSC) Program for this project. If awarded, the AHSC program would provide funding for affordable housing, implementation of the Compton Walk streetscape improvements described in this Specific Plan, and other transit benefits. Table 9.1 shows the project elements that may be funded with an AHSC program grant, and how those benefits would be incorporated if the project does not receive AHSC funding.

Table 9.1 Infrastructure Projects and Funding

Improvement/Benefit	With AHSC	Without AHSC
Affordable Housing	20% of units at 50% AMI	20% of units at income level TBD, no higher than 80% AMI
Sidewalk Extension	Yes, Santa Fe to Alameda, both sides	Yes, project frontage only
Upgrade Street to Current Design Standards	Yes	Yes
Street Furniture (benches, trash cans, bike racks)	Yes	Yes
Pedestrian Lighting	Yes	Yes
Class IV Protected Bicycle Lane	Yes	No
Street Trees	Yes	Yes
Willow Plaza	Yes	Yes
Public/Commercial Parking Garage	Yes	Yes



Aerial Map 501-601 E. Compton Blvd.



CITY OF COMPTON

GENERAL PLAN MAP

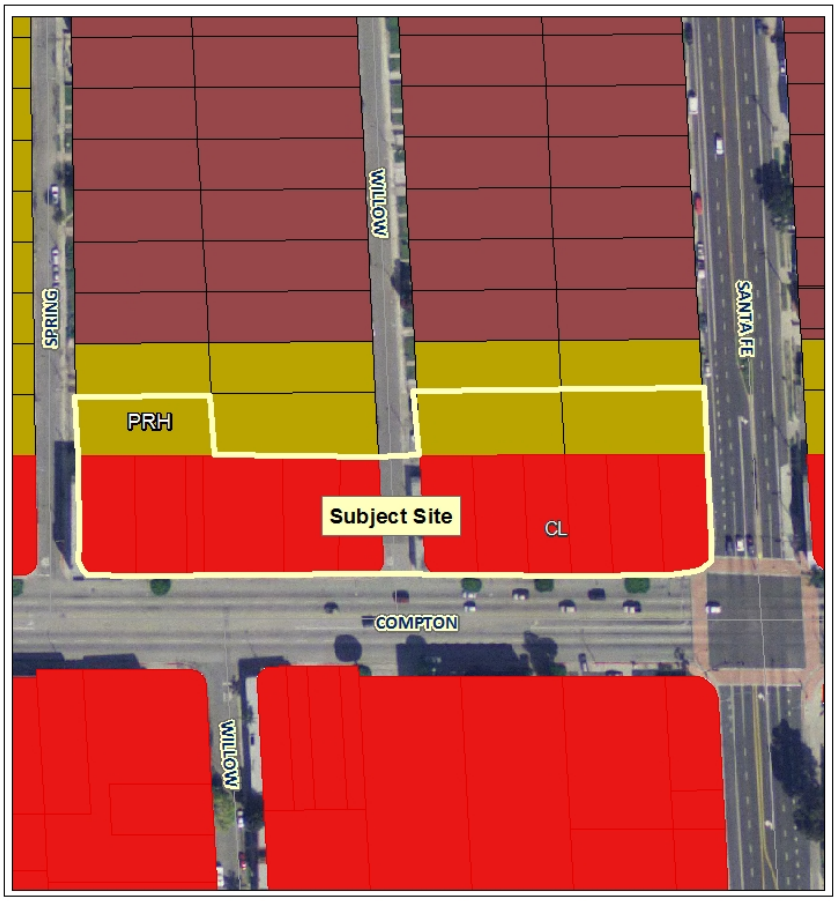
General Plan Amendment Case No. 2020-0004
Change of Zone Case No. 2020-0004
Street Vacation Case No. 2020-003
Mitigated Negative Declaration No. 949
501-601 E. Compton Blvd.

Legend

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

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CITY OF COMPTON

ZONING MAP

General Plan Amendment Case No. 2020-0004
Change of Zone Case No. 2020-0004
Street Vacation Case No. 2020-003
Mitigated Negative Declaration No. 949
501-601 E. Compton Blvd.

Legend

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

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2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY READER IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

RESOLUTION NO. 4017
(STREET VACATION CASE NO. 2020-03)

A RESOLUTION OF THE CITY OF COMPTON PLANNING COMMSSION FINDING THAT THE VACATION OF A 5,400 SQUARE FOOT (40'x 135') SECTION OF WILLOW AVENUE LOCATED AT THE "T" INTERSECTION OF COMPTON BLVD. AND WILLOW AVENUE BETWEEN THE 500 AND 600 BLOCKS OF COMPTON BOULEVARD, (STREET VACATION NO. 2020-03) IS NOT IN CONFORMANCE WITH THE CITY OF COMPTON'S 1990 GENERAL PLAN

WHEREAS, KBK Enterprises, LLC proposes a street vacation of a portion of Willow Avenue. The applicant proposes to vacate a 5,400 square foot (40'x 135') section of Willow Avenue located at the "T" intersection of Compton Blvd. and Willow Avenue between the 500 and 600 blocks of Compton Blvd., (STREET VACATION NO. 2020-03).

WHEREAS, the street vacation is a part of a larger mixed-use development of up to 300 residential units, 7,700 square feet of commercial space, a 40,000 square foot innovation center, and a public plaza, which includes a General Plan Amendment, Change of Zone, and Specific Plan (collectively the "Project"). The street vacation is necessary to create the public plaza that is a part of the Project. The development would be located in the Specific Plan zone. The real property situated in the City of Compton, subject to the requested vacation is legally described as follows:

Subject Area:

From the point of beginning; Thence, North 89° 29' 04" East for a distance of 40.04 feet to a point on a line. Thence, South 03° 02' 46" East for a distance of 102.74 feet to the beginning of a curve, said curve turning to the left through an angle of 87° 01' 14.3", having a radius of 15.00 feet, and whose long chord bears South 46°33' 23" East for a distance of 20.65 feet. Thence, South 89° 56' 00" West for a distance of 70.09 feet to the beginning of a curve, said curve turning to the left through an angle of 92° 58' 45.7", having a radius of 15.00 feet, and whose long chord bears North 43° 26' 37" East for a distance of 21.76 feet. Thence, North 03° 02' 46" West a distance of 100.86 feet to the point of beginning.

The subject area is located between the following parcels:
APN: 6166-022-904 and 6166-023-901.

APN: 6166-022-904 Lot 40 of Tract No. 4563, in the City of Compton, County of Los Angeles, State of California, as per map recorded in Book 49, Page 81, of maps in the Office of the County Recorder of Said County.

APN: 6166-023-901 Lot 39 of Tract No. 4563, in the City of Compton, County of Los Angeles, State of California, as per map recorded in Book 49, Page 81, of maps in the Office of the County Recorder of Said County.

WHEREAS, a public hearing regarding the street vacation was held before the Planning Commission on June 16, 2021; and

WHEREAS, pursuant to Section 65402 of the Government Code of the State of California requires the Planning Commission to review all vacations for conformity with the general plan; and

WHEREAS, provisions of Chapter 3, Part 3 of Division 9 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department, which has determined that the area to be vacated is not necessary for any present or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area; and

WHEREAS, the proposed public right-of-way vacation is referred to as Street Vacation Case No. 2020-03, to vacate a 5,400 square foot (40'x 135') section of Willow Avenue located near Compton Boulevard; and

WHEREAS, residents within 500' were publically notified; and

WHEREAS, evidence was heard from all persons interested in the Project and street vacation and all persons protesting same, and the Planning Commission being fully informed the Planning Commission finds as follows:

FINDINGS FOR STREET ALLEY VACATION CASE NO. 2020-03:

1. That the proposed public right-of-way vacation is not in conformance with Circulation Policy 6.2 of the adopted 1990 General Plan in that the contemplated mixed-use development with residential and non-residential uses has the potential to negatively impact homeowners and divert additional traffic onto Palmer Avenue.

2. That the proposed public right-of-way vacation is not in conformance with the 1990 General Plan in that the proposed vacation will allow for a mixed-use development that has the potential to negatively impact homeowners and divert additional traffic onto Palmer Avenue.

3. That the proposed public right-of-way vacation is not in conformance with the Land Use element of the 1990 General Plan in which it mandates that infrastructure systems and public services be provided that adequately meet the demands created by the land use policy in that the proposed mixed-use project has the potential to negatively impact homeowners and will divert additional traffic onto Palmer Avenue.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COMPTON RESOLVES:

Section 1. The Planning Commission hereby finds the proposed vacation of a section of Willow Avenue is not conformance with the City of Compton's 1990 General Plan, and will not serve the public interest. The street vacation (abandonment) proposes to vacate a 5,400 (40' x 135') square foot portion of the street near Compton Boulevard. The proposed vacation is not in conformance with the goals and policies of the City of Compton's 1990 General Plan, because there are homeowners that have the potential to be negatively impacted by the Street Vacation which has the potential to divert additional traffic onto Palmer Avenue.

ADOPTED this **16TH day of June, 2021**

_____

JUANITA GREEN-WRIGHT, CHAIRPERSON

June 22, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE A PORTION OF NORTH WILLOW AVENUE, A PUBLIC RIGHT-OF-WAY APPROXIMATELY 40-FEET BY 135-FEET, LOCATED AT THE "T" INTERSECTION OF COMPTON BLVD. AND WILLOW AVENUE BETWEEN THE 500 AND 600 BLOCKS OF COMPTON BOULEVARD, (STREET VACATION NO. 20-003), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION**

SUMMARY

The City Council will consider adoption of a resolution declaring its intention to initiate proceedings to vacate a portion of North Willow Avenue located on the 100 block of North Willow Avenue. The subject public right-of-way is located between the 500 and 600 blocks of East Compton Boulevard, Compton.

KBK Enterprises, LLC, the applicant, is requesting approval of Street Vacation No. 20-003, to facilitate the creation of a pedestrian only plaza at the corner of Willow Avenue and Compton Boulevard. The plaza is part of a larger mixed-use development project that will consist of 290 residential units, 7,700 square feet of ground floor commercial space, a 40,000 square foot innovation center, and a four-level parking structure. The street vacation consist of a 40-foot by approximately 135-foot section of North Willow Avenue located between the 500 and 600 blocks of East Compton Boulevard. The street vacation area is approximately 5,400 square feet in size. The proposed street vacation (abandonment) will facilitate the creation of a public plaza and new mixed-use development at 501-601 E. Compton Blvd.

STATEMENT OF THE ISSUE

The California Streets and Highways Code (Division 9, Part 3), grants the City Council authority to vacate any "street" or part of any "street that it finds is unnecessary for present or prospective public use". There are two phases involved in "street" vacation proceedings. The first phase is adoption by the City Council of a resolution of intention to vacate, which describes the right-of-way to be vacated and sets a public hearing date before the City Council on the vacation. The second phase is the public hearing, whereby City Council hears evidence and makes a determination as to whether or not the "street" is necessary for present or prospective public use. If found to be unnecessary, a resolution of vacation may be adopted and eventually recorded.

Southern California Edison has requested a 40’ x 135’ permanent easement be reserved and excepted from this street vacation to permit the construction, maintenance, operation, replacement, renewal, or enlargement of present and future facilities electrical facilities for the transmission/distribution of electric energy and for transmitting intelligence by electric means.

The Southern California Gas Company has also requested a 40’ x 135’ permanent easement be reserved and excepted from this street vacation to permit the construction, maintenance, operation, replacement, renewal, or enlargement of present and future facilities for their gas piping within the proposed vacated area.

Other utility companies that service the area stated they had no opposition or objections to the proposed vacation.

ALTERNATIVES

City Council may approve or reject the resolution initiating proceedings to vacate the aforementioned right-of-way.

FINANCIAL IMPACT

Approval of the requested street vacation will have no significant impact on municipal expenditures. The City will relinquish its future maintenance responsibility of an existing public right-of-way

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached resolution declaring its intention to vacate the right-of-way and set a hearing on the proposed vacation for **Tuesday, July 6, 2021, at 6:00 PM**.

RECOMMENDATION

The Planning Commission at its June 16, 2021 meeting adopted a resolution recommending that the City Council not adopt the proposed Street Vacation 20-003. In general, the Planning Commission reasons for denial were that the proposed project will create increased traffic on Compton Blvd., Santa Fe Avenue, Palmer Avenue and the density is too high of 290 units; there is no playground for children; 7-story building is too high; and there is not enough parking spaces provided for residents.

Alternatively, staff is recommending that the City Council adopt the attached resolution approving the proposed Street Vacation 20-003.

The reason for staff recommendation of approval is based on the facts the proposed project is consistent with the City's new Specific Plan Ordinance guidelines adopted by the City Council on May, 18, 2021. Additionally, the project's MND provided a very thorough analysis of all potential impacts and concluded that there were no specific negative impacts and recommended several mitigation measures that allows the project to resolve any minor environmental impacts to the community. What's more, the project site is within the City of Compton existing Downtown Specific Plan zone and is consistent with the goals, objectives and policies outlined with the City's existing Downtown Specific Plan and North Downtown Master Plan area. Lastly, the project site has been vacant for over 15 years; creating significant blight and numerous health and safety issues for the community; as such, the proposed project will create significant property and sales tax revenue growth, which contributes to increased general fund revenues that can be used for programs and services for the community.

SUBMITTED BY:
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

Attachments:
Vacation Aerial Map
Vacation Exhibit 'A'
Vacation Exhibit 'B'
PC Resolution
CC Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE A PORTION OF NORTH WILLOW AVENUE, A PUBLIC RIGHT-OF-WAY APPROXIMATELY 40-FEET BY 135-FEET, LOCATED AT THE "T" INTERSECTION OF COMPTON BLVD. AND WILLOW AVENUE, IN BETWEEN THE 500 AND 600 BLOCKS OF COMPTON BOULEVARD, (STREET VACATION NO. 20-003), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION

WHEREAS, KBK Enterprises, LLC has filed a request to vacate a portion of North Willow Avenue located between the 500 and 600 blocks of East Compton Boulevard. The area to be vacated is legally described on Exhibit "A" and as follows:

> THAT PORTION OF NORTH WILLOW AVENUE (FORMERLY WILLOW AVENUE) IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 81 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> ALL THAT PORTION OF NORTH WILLOW AVENUE (FORMERLY WILLOW AVENUE) LYING BETWEEN LOT 40 OF TRACT NO. 4563, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 81, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND, LOT 36 OF TRACT NO. 4563, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49 PAGE 81 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
>
> SAID LAND CONTAINS 5,400 SQUARE FEET, MORE OR LESS.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

WHEREAS, provisions of Chapter 3, Part 3 of Division 9 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department and has been determined that the area to be vacated is not necessary for current or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the right-of-way area; and

WHEREAS, the street vacation is a part of a larger mixed-use development of up to 300 residential units, 7,700 square feet of commercial space, a 40,000 square foot innovation center, and a public plaza, which includes a General Plan Amendment, Change of Zone, Specific Plan, and street vacation (collectively the "Project"). The street vacation is necessary to create the public plaza that is a part of the Project; and

WHEREAS, pursuant to Section 65402 of the Government Code of the State of California on June 16, 2021, the Planning Commission reviewed the proposed vacations for conformity with the general plan and, adopted Resolution No. 4017 finding

that the proposed vacation is not in conformance with the City of Compton's 1990 General Plan for the reasons set forth in that Resolution; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

Section 1. The City Council, by separate Resolution No. _____, adopted Mitigated Negative certified the Final Supplemental Environmental Impact Report, made appropriate environmental findings, and adopted a Mitigation Monitoring and Reporting Program for the Project. Resolution No. is incorporated by reference, and made a part hereof as if fully set forth herein. The documents and other material that constitute the record on which this decision is based are located in the [Department of Community Development] and are in the custody of the [Director of Community Development].

Section 2. That the City Council declares its intention to initiate proceedings to vacate a portion of North Willow Avenue, a public right-of-way measuring approximately 40-feet by 135-feet, located at the "T" intersection of Willow Avenue and East Compton Boulevard and (Street Vacation No. 19-001) as legally described above and Exhibit "A" and as shown on Exhibit "B", pursuant to provisions of the Chapter 3, Part 3 of Division 9 of the California Streets and Highways Code.

Section 3. That Exhibits "A" (legal description) and "B" (map of the proposed vacation), are on file with both the City Clerk and the Planning Department of the City of Compton.

Section 4. That, in accordance with Section 8340 of said Public Streets, Highways, and Service Easements Vacation Law, the public convenience and necessity shall require the reservation and exception from such vacation of easements and rights-of-way for works as follows:

A. Southern California Edison has requested a 40' x 135' permanent easement be reserved and excepted from this street vacation to permit the construction, maintenance, operation, replacement, renewal, or enlargement of present and future facilities electrical facilities for the transmission/distribution of electric energy and for transmitting intelligence by electric means.

B. The Southern California Gas Company has also requested a 40' x 135' permanent easement be reserved and excepted from this street vacation to permit the construction, maintenance, operation, replacement, renewal, or enlargement of present and future facilities for their gas piping within the proposed vacated area.

Section 5. That notice is hereby given that the City Council of the City of Compton will hold a public hearing on **Tuesday, July 6, 2021, at 6:00 PM** in the Council Chambers located at Compton City Hall, 205 South Willowbrook Avenue, Compton, where all persons interested in the proposed vacation may be heard.

Section 6. The City of Compton hereby directs the City Clerk to cause notices of public hearing to be published pursuant to Section 8322 of the California Streets and Highway Code and to be posted conspicuously along the portion of the street proposed to be vacated pursuant to Section 8323 of the California Streets and Highway Code.

Section 7. That a copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, the Public Works and Community Development Departments.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 4017
(STREET VACATION CASE NO. 2020-03)

A RESOLUTION OF THE CITY OF COMPTON PLANNING COMMSSION FINDING THAT THE VACATION OF A 5,400 SQUARE FOOT (40'x 135') SECTION OF WILLOW AVENUE LOCATED AT THE "T" INTERSECTION OF COMPTON BLVD. AND WILLOW AVENUE BETWEEN THE 500 AND 600 BLOCKS OF COMPTON BOULEVARD, (STREET VACATION NO. 2020-03) IS NOT IN CONFORMANCE WITH THE CITY OF COMPTON'S 1990 GENERAL PLAN

WHEREAS, KBK Enterprises, LLC proposes a street vacation of a portion of Willow Avenue. The applicant proposes to vacate a 5,400 square foot (40'x 135') section of Willow Avenue located at the "T" intersection of Compton Blvd. and Willow Avenue between the 500 and 600 blocks of Compton Blvd., (STREET VACATION NO. 2020-03).

WHEREAS, the street vacation is a part of a larger mixed-use development of up to 300 residential units, 7,700 square feet of commercial space, a 40,000 square foot innovation center, and a public plaza, which includes a General Plan Amendment, Change of Zone, and Specific Plan (collectively the "Project"). The street vacation is necessary to create the public plaza that is a part of the Project. The development would be located in the Specific Plan zone. The real property situated in the City of Compton, subject to the requested vacation is legally described as follows:

Subject Area:

From the point of beginning; Thence, North 89° 29' 04" East for a distance of 40.04 feet to a point on a line. Thence, South 03° 02' 46" East for a distance of 102.74 feet to the beginning of a curve, said curve turning to the left through an angle of 87° 01' 14.3", having a radius of 15.00 feet, and whose long chord bears South 46°33' 23" East for a distance of 20.65 feet. Thence, South 89° 56' 00" West for a distance of 70.09 feet to the beginning of a curve, said curve turning to the left through an angle of 92° 58' 45.7", having a radius of 15.00 feet, and whose long chord bears North 43° 26' 37" East for a distance of 21.76 feet. Thence, North 03° 02' 46" West a distance of 100.86 feet to the point of beginning.

The subject area is located between the following parcels:
APN: 6166-022-904 and 6166-023-901.

APN: 6166-022-904 Lot 40 of Tract No. 4563, in the City of Compton, County of Los Angeles, State of California, as per map recorded in Book 49, Page 81, of maps in the Office of the County Recorder of Said County.

APN: 6166-023-901 Lot 39 of Tract No. 4563, in the City of Compton, County of Los Angeles, State of California, as per map recorded in Book 49, Page 81, of maps in the Office of the County Recorder of Said County.

WHEREAS, a public hearing regarding the street vacation was held before the Planning Commission on June 16, 2021; and

WHEREAS, pursuant to Section 65402 of the Government Code of the State of California requires the Planning Commission to review all vacations for conformity with the general plan; and

WHEREAS, provisions of Chapter 3, Part 3 of Division 9 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department, which has determined that the area to be vacated is not necessary for any present or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area; and

WHEREAS, the proposed public right-of-way vacation is referred to as Street Vacation Case No. 2020-03, to vacate a 5,400 square foot (40'x 135') section of Willow Avenue located near Compton Boulevard; and

WHEREAS, residents within 500' were publically notified; and

WHEREAS, evidence was heard from all persons interested in the Project and street vacation and all persons protesting same, and the Planning Commission being fully informed the Planning Commission finds as follows:

FINDINGS FOR STREET ALLEY VACATION CASE NO. 2020-03:

1. That the proposed public right-of-way vacation is not in conformance with Circulation Policy 6.2 of the adopted 1990 General Plan in that the contemplated mixed-use development with residential and non-residential uses has the potential to negatively impact homeowners and divert additional traffic onto Palmer Avenue.

2. That the proposed public right-of-way vacation is not in conformance with the 1990 General Plan in that the proposed vacation will allow for a mixed-use development that has the potential to negatively impact homeowners and divert additional traffic onto Palmer Avenue.

3. That the proposed public right-of-way vacation is not in conformance with the Land Use element of the 1990 General Plan in which it mandates that infrastructure systems and public services be provided that adequately meet the demands created by the land use policy in that the proposed mixed-use project has the potential to negatively impact homeowners and will divert additional traffic onto Palmer Avenue.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COMPTON RESOLVES:

Section 1. The Planning Commission hereby finds the proposed vacation of a section of Willow Avenue is not conformance with the City of Compton's 1990 General Plan, and will not serve the public interest. The street vacation (abandonment) proposes to vacate a 5,400 (40' x 135') square foot portion of the street near Compton Boulevard. The proposed vacation is not in conformance with the goals and policies of the City of Compton's 1990 General Plan, because there are homeowners that have the potential to be negatively impacted by the Street Vacation which has the potential to divert additional traffic onto Palmer Avenue.

ADOPTED this **16TH day of June, 2021**

_____

JUANITA GREEN-WRIGHT, CHAIRPERSON

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2021-2022

SUMMARY

The Fiscal Year 2021-2022 Operating Budget for the City of Compton is hereby transmitted to the City Council for review, discussion and adoption. The budget was developed utilizing revenue estimates supplied by the City Controller and projected expenditures recommended by the City Manager. The intent of this budget review is to provide an opportunity for the City Council and citizenry, to provide policy guidance, funding strategies to the City Manager in order for the strategic administration and implementation of City resources throughout within the City.

BACKGROUND

The Compton City Charter, Section 1407, requires that City Manager present an Annual Budget for adoption by City Council on or before June 30, 2021. Multiple Public Hearings (June 8, 2021, June 15, 2021, and June 22, 2021) was scheduled to discuss the proposed Fiscal Year 2021-22 Budget. City Council Budget Workshop discussions were scheduled on the City Council Agenda and held on April 27, 2021, and May 4, 2021. Additionally, a Virtual Community Budget Workshop was held on May 25, 2021. As presented, the proposed fiscal year 2021-2022 budget is balanced where revenue and fund balance / retained earnings equal expenditures.

STATEMENT OF THE ISSUE:

The City organizes the Annual Budget by Fund and by Department. The Citywide Fiscal Year 2021-22 Proposed Budget, which includes combined (all) Funds and Departments, totals **$197,830,632.** Expenditures are offset by Citywide revenues, Special Funds Fund Balance and Enterprise Funds Retained Earnings totaling **$197,830,632.** The Citywide budget includes the General Fund. The General Fund, which includes the Measure “P” 1% Sales Tax, is the fund which provides for most of the typical public services which Compton citizens rely on; such as Law Enforcement, Street Repairs, and City’s infrastructure upgrade projects. The General Fund Budget equals **$56,188,961**. Measure P General Fund Resources equal: **$14,296,785**. All General Fund Resources *(inclusive of Measure P)* equal: **$70,485,746.**

The projected Citywide expenditure includes all (combined) funds and departments, totaling $197,830,632. The projected Citywide revenues totaling $167,105,939 and also by the use of available fund balance and retained earnings totaling $30,448,242.

The FY 2021/22 Proposed Budget advances the priorities of the Mayor and Council, and serves as the financial blueprint for the next fiscal year.

Quarterly Budget Review, Reporting & Compliance

Ongoing monitoring of revenue and expenditures will result in Quarterly Budget review and appropriate adjustments. The City Manager and City Controller intend to conduct a "Mid-year" Budget Review and Workshops with the City Council updating revenue estimates and expenditures. These reviews will be intensive opportunities for citizens, stakeholders, department managers and management to confer and update the Mayor & City Council.

FINANCIAL IMPACT

	PROPOSED BUDGET FY 2021-2022
CITYWIDE BUDGET	
TOTAL EXPENSES	**$197,830,632**
REVENUES & Prior Year Fund Balance/Retained Earnings	$197,830,632
GENERAL FUND – PRIOR YEAR RESERVES	**$ 0**
TOTAL COMBINED FUNDS BUDGET	**$197,830,632**
TOTAL GENERAL FUND BUDGET	
EXPENSES	**$ 56,188,961**
REVENUES	$ 56,188,961
TOTAL GENERAL FUND	**$ 56,188,961**

RECOMMENDATION

Staff recommends that the Council accept the proposed 2021/22 City of Compton Budget for public comments, revisions and adoption.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2021-2022

WHEREAS, the Compton City Charter Section 1407 requires that an annual Budget be presented and adopted by City Council on or before June 30th; and

WHEREAS, The Compton City Charter, Section 1407, requires that City Manager present an Annual Budget for adoption by City Council on or before June 30, 2021. Multiple Public Hearings (June 8, 2021, June 15, 2021, and June 22, 2021) was scheduled to discuss the proposed Fiscal Year 2021-22 Budget. City Council Budget Workshop discussions were scheduled on the City Council Agenda and held on April 27, 2021, and May 4, 2021. Additionally, a Virtual Community Budget Workshop was held on May 25, 2020; and

WHEREAS, the City Council has fixed the time and place for holding a public Hearings on the proposed 2021-2022 Fiscal Year Budget and has caused notice of said Hearings to be published and the proposed 2021-2022 Fiscal Year Budget has been available for inspection at the City Clerk's Office consistent with Compton City Charter, Section 1405; and

WHEREAS, following notice duly given, the City Council held Public Hearings on June 8, 2021, and June 15, 2021, regarding adoption of the Budget for Fiscal Year 2021-22 and considered all information, documents and comments presented.

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

SECTION 1. That the proposed Fiscal Year 2021-22 Annual Budget of the City of Compton, as set forth in the proposed Annual Budget document, including amendments, approved by the City Council as reflected in this meeting's minutes, is hereby adopted pursuant to Section 1407 of the Compton City Charter and made effective July 1, 2021.

SECTION 2. That a certified copy of this Resolution, along with this meeting's approved minutes evidencing City Council adopted amendments, if any, shall be attached to the Fiscal Year 2021-22 Annual Budget and the same shall be filed with the City Manager, City Controller and City Treasurer and that a copy of said Resolution and Annual Budget shall be placed and shall remain on file in the office of the City Clerk.

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

ADOPTED this _____ day of _____, 2021.

_____

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 _____, 2021.

That said Resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND OTHER PROVISIONS

SUMMARY

The City Council will consider adoption of a resolution that will authorize various amendments; as specified below; to the current Employment Agreement with Craig J. Cornwell to serve as City Manager for the City of Compton.

BACKGROUND

The Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter.

On July 23, 2019, the City Council ("Council") adopted Resolution No. 25,096, which authorized a two (2) year Employment Agreement ("Original Agreement"), effective as of July 8, 2019, with Craig J. Cornwell ("Cornwell") to serve the City of Compton ("City") as City Manager.

STATEMENT OF ISSUE

Mr. Cornwell has brought many years of government experience to service as City Manager, including over twenty-one (21) years as an executive level employee of the City, eleven (11) years of which he served in the position of the City Attorney of the City.

Some of many accomplishments of Mr. Cornwell since employed as City Manager include, but are not limited to: completed 43 grind and overlay street repairs; completed Capital Improvement Project 18-01 (Phase I) street reconstruction of seven (7) streets within budget; identified and closed $37.7 million in street financing at 3.14% interest for Capital Improvement Project 18-01 (Phase II) street reconstruction project; negotiated and obtained over $2 million

gift from the Los Angeles Dodger Foundation for major renovations of Jackie Robinson Stadium; 600 residential units and 80,000 square feet of commercial space under negotiation for future real estate development; $1.2 million committed to tree trimming over next three (3) years, including developing a comprehensive tree inventory log; and, promoted or hired over 11 Compton residents.

The City of Compton has not extended a City Manager's contract since June 20, 1995, Resolution 18,007 (Howard Caldwell). This City Council seeks regain stability for the position of City Manager of the City in efforts to improve the City's external and internal financial position and standing, establish continuity of community projects and employee satisfaction.

On July 28, 2020 and January 26, 2021, the Council completed performance evaluations of Cornwell, finding his performance to exceed expectations. Thus, Council desires to express its satisfaction with Cornwell's performance by amending the original Employment Agreement with Cornwell to, among several other provisions, extend the term of the original Agreement and provide for base salary increases over the term of the Employment Agreement beginning in Fiscal Year 2022-2023. It should be noted that the current salary for the City Manager position was set by the Council in 2013.

At the request of the Council, and in conformance with the directions provided, the City Attorney negotiated the contractual terms of the proposed amendment to the original Employment Agreement with Mr. Cornwell. Adoption of the attached Resolution will approve amendments to certain provisions of the original Employment Agreement between the City and Mr. Cornwell; to wit:

Term:	July 8, 2019 through January 3, 2025.
Hours of Work:	The City Manager is an exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position including working remotely, at his discretion.
Compensation:	Annual base salary shall remain at $221,000.00. Effective July 1, 2022, the annual base salary shall be increased by 5% to $232,050.00. Effective July 1, 2023, the annual base salary shall be increased by 5% to $243,652.50. Effective July 1, 2024, the annual base salary shall be increased by 5% to $255,835.12.

Benefits:	Authorizes accrued, unused Personal Leave days to be carried over to the next calendar year. Increases Vacation Leave days accrual from 15 hours per month to 20 hours per month. Increases City's payment of term life insurance premiums from $100,000 coverage to $300,000 coverage.
Termination:	If terminated prior to expiration of the Employment Agreement, Cornwell shall be entitled to receive compensation equal to twelve (12) months' salary.

FISCAL IMPACT

The salary range for the position of City Manager of $221,000.00 is appropriated in 2020-2021 Fiscal Year budget in Account No. 1001 510 000 4101. Funds for remaining years of the Employment Agreement shall be appropriated in future City budgets.

RECOMMENDATION

It is recommended that the City Council take action on the attached Resolution.

DAMON M. BROWN
CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND OTHER PROVISIONS

WHEREAS, the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City; and

WHEREAS, the City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter; and

WHEREAS, on July 23, 2019, the City Council adopted Resolution No. 25,096, which authorized a two (2) year Employment Agreement ("Original Agreement"), effective as of July 8, 2019, with Craig J. Cornwell ("Cornwell") to serve the City of Compton ("City") as City Manager; and

WHEREAS, Mr. Cornwell has brought many years of government experience to service as City Manager, including over twenty-one (21) years as an executive level employee of the City, eleven (11) years of which he served in the position of the City Attorney of the City; and

WHEREAS, the City of Compton has not extended a City Manager's contract since June 20, 1995, see Resolution 18,007 (Howard Caldwell); and

WHEREAS, this City Council seeks regain stability for the position of City Manager of the City in efforts to improve the City's external and internal financial position and standing, establish continuity of community projects and employee accountability and satisfaction; and

WHEREAS, on July 28, 2020 and January 26, 2021, the Council completed performance evaluations of Cornwell, finding his performance to exceed expectations; thus, Council desires to express its satisfaction with Cornwell's performance by amending the original Employment Agreement with Cornwell to, among several other provisions, extend the term of the original Agreement and provide for base salary increases over the term of the Employment Agreement beginning in Fiscal Year 2022-2023. The current salary for the City Manager position was set by the Council in 2013; and

WHEREAS, at the request of the Council, and in conformance with the directions provided, the City Attorney negotiated the contractual terms of the proposed amendment to the original Employment Agreement with Mr. Cornwell.

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

Section 1. That the City Council of the City of Compton hereby approves amendments to the current Employment Agreement between the City of Compton and Craig J. Cornwell, as reflected in the Amendment to the Employment Agreement with Craig J. Cornwell, which is attached hereto and incorporated herein.

Section 2. That the funds to pay the compensation for the position of City Manager are allocated in the Fiscal Year 2020-2021 budget in Account No. 1001 510 000 4101. Funding for the remainder of the term of the Employment Agreement shall be appropriated in future City budgets.

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

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

ADOPTED this _____ day of _____, 2021.

_____
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, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2021.

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

AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CRAIG J. CORNWELL

[Position: City Manager]

This **AMENDMENT** to the Employment Agreement (hereinafter "Amendment") is made by and between the City Council of the City of Compton (hereinafter "Council") on behalf of the City of Compton (hereinafter "City"), and Craig J. Cornwell (hereinafter "Cornwell" and/or "City Manager"). The City Council, City and Cornwell are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City; and

WHEREAS, on July 23, 2019, the Council adopted Resolution No. 25,096, which approved a two (2) year Employment Agreement, effective as of July 8, 2019, with Cornwell to serve the City as City Manager; and

WHEREAS, the City and Cornwell entered into an Employment Agreement (hereinafter "Original Agreement") for Cornwell to serve as City Manager for the City and to perform such duties and responsibilities of such position; and

WHEREAS, on July 28, 2020 and January 26, 2021, the Council completed performance evaluations of Cornwell, finding his performance to exceed expectations; thus, Council desires to express its satisfaction with Cornwell's performance by amending the original Employment Agreement with Cornwell to, among several other provisions, extend the term of the original Agreement and provide for base salary increases over the term of the Employment Agreement beginning in Fiscal Year 2022-2023July 28, 2020; and

WHEREAS, by Resolution No. _____, adopted on _____, 2021, the Council authorized an amendment of certain provisions to the Employment Agreement with Cornwell as set forth herein; and

WHEREAS, the Parties intend to be bound by the terms and provisions of the Employment Agreement as it is amended herein.

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

1. The Parties agree to amend **Section 1.2(a) – Term of Service** of the original Agreement to read as follows:

a. The term of this Employment Agreement shall begin on July 8, 2019, and shall end on January 3, 2025, unless extended in writing by mutual agreement of the Parties.

2. The Parties agree to amend **Section 1.3(b)(1) – Hours of Work** of the original Agreement to read as follows:

b(1) The City Manager is an exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times, and shall be available for attendance at City Council and other meetings as necessary. The City Manager shall be permitted, at his discretion, to work remotely. The City Manager shall also be permitted such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business. Cornwell agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act ("FLSA").

3. The Parties agree to amend **Section 2.1 – Compensation** of the original Agreement to read as follows:

It is agreed that for the services to be rendered by Cornwell pursuant to this Agreement, effective as of July 8, 2019, Cornwell shall receive an annual base salary in the amount of Two Hundred Twenty One Thousand Dollars ($221,000.00), exclusive of other benefits specified within this Employment Agreement and paid at the same intervals and in the same manner as regular City employees for the term of this Employment Agreement. Effective July 1, 2022, Cornwell shall receive a 5% base salary increase for an annual salary of Two Hundred Thirty Two Thousand Fifty Dollars ($232,050.00). Effective July 1, 2023, Cornwell shall receive a 5% base salary increase for an annual base salary of Two Hundred Forty Three Thousand Six Hundred Fifty Two Dollars and Fifty Cents ($243,652.50). Effective July 1, 2024, Cornwell shall receive a 5% base salary increase for an annual base salary of Two Hundred Fifty Five Thousand Eight Hundred Thirty Five Dollars and Twelve Cents ($255,835.12). Cornwell shall be compensated on a pro-rata bases for any partial month he serves as City Manager.

4. The Parties agree to amend **Section 2.3(a)(1) – Benefits** of the original Agreement to read as follows:

a(1) Accumulate Personal Leave days at the rate of 10 hours per month for a maximum of 120 hours per year of employment. Personal leave days accrued may be carried over to the next calendar year during the term of this Employment Agreement.

5. The Parties agree to amend **Section 2.3(a)(3) – Benefits** of the original Agreement to read as follows:

a(3) Accumulate Vacation Leave days at the rate of 20 hours per month for a maximum of 240 hours per year of employment. Cornwell shall be entitled to cash out up to one hundred twenty (120) hours of accrued, but unused vacation hours per calendar year.

6. The Parties agree to amend **Section 2.3(f) – Benefits** of the original Agreement to read as follows:

f. Life Insurance. During the term of this Employment Agreement, the City shall pay premiums, on behalf of Cornwell, for a term life insurance policy with a principal amount of $300,000 and a conversion privilege.

7. The Parties agree to amend **Section 3.1(a)(1) – Termination** of the original Agreement by deleting it in its entirety.

8. The Parties agree to amend **Section 3.1(a)(2) - Termination** of the original Agreement to read as follows:

a(2) If terminated prior to the expiration of this Employment Agreement, Cornwell shall be entitled to receive severance compensation equal to twelve (12) months' salary, in addition to the full monetary value of any earned but unused vacation leave accumulated during the period of his service pursuant to this Employment Agreement. Cornwell's entitlement to earned, but unused sick leave accumulated during the period of his service shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

9. The Parties agree to amend **Section 3.1(a)(3) – Termination** of the original Agreement to read as follows:

. a(3) If terminated at any time during the term of this Employment Agreement due to the filing by any government agency with appropriate authority, of a criminal complaint charging him with any felony or misdemeanor involving moral turpitude, then the City shall only be obligated to pay the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement.

10. The rights, obligations and fees of the Parties under the Employment Agreement shall not otherwise be amended, altered or revised except as expressly provided for herein and all other terms of the original Employment Agreement shall remain in full force and effect.

11. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Employment Agreement by and between City Council of the City of Compton on behalf of the City of Compton and Craig J. Cornwell.

_____ **Date:** _____

Craig J. Cornwell

CITY OF COMPTON
A Municipal Corporation

Date: _____

_____
Aja Brown, Mayor

Date: _____

_____
Michelle Chambers, Councilmember
First Council District

Date: _____

_____
Isaac Galvan, Councilmember
Second Council District

Date: _____

_____
Tana McCoy, Councilmember
Third Council District

Date: _____

_____
Emma Sharif, Councilmember
Fourth Council District

Approved as to form:

By: _____ **Date: _____**
Damon M. Brown, City Attorney

ATTEST:

Date: _____ **By _____**
Alita Godwin, MMC, City Clerk

June 22, 2021

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

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON JUNE 1, 2021**

SUMMARY

The attached Resolution declares the results of the General Municipal Election held on June 1, 2021.

BACKGROUND

Section 700 of the City Charter requires the Compton City Clerk to have charge of all City elections.

The General Municipal Election was held and conducted in the City of Compton, California, on Tuesday, June 1, 2021, as required by the City Charter.

Notice of the election was given by the Compton City Clerk in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed ant the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California for the holding of election in charter cities.

The County Election Department assisted the Compton City Clerk in canvassing the returns of the election and now has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit “A”.

The whole number of ballots cast in the City at the General Municipal Election was 8701. That Emma Sharif received 51.29 percent of the votes casted and was elected to the Office of Mayor, that Isaac Galvan received 50.03 percent of the votes casted and was elected to the Office of City Council, District No. 2, that Jonathan Bowers received 61.34 percent of the votes casted and was elected to the Office of City Council, District No. 3 and that Brandon Mims received 58.34 percent of the votes casted and was elected to the Office of City Treasurer.

The City Clerk is required to insert in the minutes of the meeting of the City Council a statement of the results of the Election.

FISCAL IMPACT

No Fiscal Impact.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

ALITA L. GODWIN, MMC
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON JUNE 1, 2021

WHEREAS, section 700 of the City Charter requires the Compton City Clerk to have charge of all City elections; and

WHEREAS, a General Municipal Election was held and conducted in the City of Compton, California, on Tuesday, June 1, 2021, as required by law; and

WHEREAS, notice of the election was given by the Compton City Clerk in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California for the holding of elections in charter cities; and

WHEREAS, the County Election Department assisted the Compton City Clerk in canvassing the returns of the election and now has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit "A".

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

SECTION 1. That the whole number of ballots cast at poll was **432**.

That the whole number of vote by mail ballots cast in the City was **8269**, making a total of **8701** ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for Mayor are as follows:

Emma Sharif
Cristian Reynaga

SECTION 3. That the names of persons voted for at the election for Member of the City Council District Number 2 are as follows:

Andre Spicer
Isaac Galvan

That the names of persons voted for at the election for Member of the City Council District Number 3 are as follows:

Tana McCoy
Jonathan Bowers

SECTION 4. That the names of persons voted for at the election for City Treasurer are as follows:

Brandon Mims
Satra Zurita

SECTION 5. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are listed in Exhibit "A" attached.

SECTION 6. The City Council does declare and determine that **Emma Sharif** was elected to the Office of Mayor, for the full term of 4 (four) years, that **Isaac Galvan** was elected as a Member of City Council for District Number 2, for the full term of 4 (four) years, that **Jonathan Bowers** was elected as a Member of City Council for District Number 3 for a full term of 4 (four) years; and that **Brandon Mims** was elected to the Office of City Treasurer for a full term of 4 (four) years.

SECTION 7. The City Clerk shall enter in the records of the City Council of the City, a statement of the results of the election, showing:

1. The whole number of ballots cast in the City;
2. The names of the persons voted for;
3. For what office each person was voted for;
4. The number of votes given at each precinct to each person;
5. The total number of votes given to each person.

SECTION 8. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing resolution was duly adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

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

EXHIBT A

FINAL OFFICIAL STATEMENT OF VOTES CAST AND THE CANVASS OF THE ELECTION RETURNS

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

COMPTON CITY GENERAL MUNI
MAYOR

LOCATION	REGIST-RATION	BALLOTS CAST	EMMA SHARIF	CRISTIAN REYNAGA
COMPTON - 1450008A		39	11	27
VOTE BY MAIL SERIAL 0001		862	406	441
TOTAL	4538	901	417	468
COMPTON - 1450027A		23	3	20
VOTE BY MAIL SERIAL 0002		976	571	378
TOTAL	5138	999	574	398
COMPTON - 1450033A		64	11	53
VOTE BY MAIL SERIAL 0003		756	327	383
TOTAL	5532	820	338	436
COMPTON - 1450043A		72	28	44
VOTE BY MAIL SERIAL 0004		961	481	465
TOTAL	5340	1033	509	509
COMPTON - 1450113A		26	7	19
VOTE BY MAIL SERIAL 0005		638	289	336
TOTAL	3612	664	296	355
COMPTON - 1450118A		34	13	20
VOTE BY MAIL SERIAL 0006		884	483	342
TOTAL	5032	918	496	362
COMPTON - 1450136A		55	16	38
VOTE BY MAIL SERIAL 0007		795	368	413
TOTAL	5458	850	384	451
COMPTON - 1450141A		27	8	19
VOTE BY MAIL SERIAL 0008		511	253	253
TOTAL	3849	538	261	272
COMPTON - 1450152A		54	16	38
VOTE BY MAIL SERIAL 0009		939	559	357
TOTAL	4992	993	575	395
COMPTON - 1450157B		38	11	27
VOTE BY MAIL SERIAL 0010		947	478	448
TOTAL	4893	985	489	475

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

COMPTON CITY GENERAL MUNI
MAYOR

LOCATION	REGIST-RATION	BALLOTS CAST	EMMA SHARIF	CRISTIAN REYNAGA
PRECINCT TOTAL		432	124	305
VBM TOTAL		8269	4215	3816
GRAND TOTAL	48387	8701	4339	4121

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

COMPTON CITY GEN MUNI
COUNCILMEMBER DISTRICT 2

LOCATION		REGIST-RATION	BALLOTS CAST	ANDRE SPICER	ISAAC GALVAN
COMPTON - 1450008A			39	20	19
VOTE BY MAIL	SERIAL 0001		862	305	549
TOTAL		4538	901	325	568
COMPTON - 1450136A			55	38	14
VOTE BY MAIL	SERIAL 0007		795	491	273
TOTAL		5458	850	529	287

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

COMPTON CITY GEN MUNI
COUNCILMEMBER DISTRICT 2

LOCATION	REGIST-RATION	BALLOTS CAST	ANDRE SPICER	ISAAC GALVAN
PRECINCT TOTAL		94	58	33
VBM TOTAL		1657	796	822
GRAND TOTAL	9996	1751	854	855

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

COMPTON CITY GEN MUNI
COUNCILMEMBER DISTRICT 3

LOCATION	REGIST-RATION	BALLOTS CAST	TANA L MCCOY	JONATHAN BOWERS
COMPTON - 1450113A		26	5	18
VOTE BY MAIL SERIAL 0005		638	230	382
TOTAL	3612	664	235	400
COMPTON - 1450152A		54	20	34
VOTE BY MAIL SERIAL 0009		939	327	596
TOTAL	4992	993	347	630
COMPTON - 1450157B		38	10	27
VOTE BY MAIL SERIAL 0010		947	397	512
TOTAL	4893	985	407	539

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

COMPTON CITY GEN MUNI
COUNCILMEMBER DISTRICT 3

LOCATION	REGIST-RATION	BALLOTS CAST	TANA L MCCOY	JONATHAN BOWERS
PRECINCT TOTAL		118	35	79
VBM TOTAL		2524	954	1490
GRAND TOTAL	13498	2642	989	1569

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

COMPTON CITY GEN MUNI
CITY TREASURER

LOCATION	REGIST-RATION	BALLOTS CAST	BRANDON MIMS	SATRA ZURITA
COMPTON - 1450008A		39	20	18
VOTE BY MAIL SERIAL 0001		862	363	486
TOTAL	4538	901	383	504
COMPTON - 1450027A		23	17	6
VOTE BY MAIL SERIAL 0002		976	528	414
TOTAL	5138	999	545	420
COMPTON - 1450033A		64	47	13
VOTE BY MAIL SERIAL 0003		756	418	311
TOTAL	5532	820	465	324
COMPTON - 1450043A		72	42	28
VOTE BY MAIL SERIAL 0004		961	595	333
TOTAL	5340	1033	637	361
COMPTON - 1450113A		26	18	6
VOTE BY MAIL SERIAL 0005		638	400	219
TOTAL	3612	664	418	225
COMPTON - 1450118A		34	26	7
VOTE BY MAIL SERIAL 0006		884	451	418
TOTAL	5032	918	477	425
COMPTON - 1450136A		55	42	11
VOTE BY MAIL SERIAL 0007		795	472	299
TOTAL	5458	850	514	310
COMPTON - 1450141A		27	16	9
VOTE BY MAIL SERIAL 0008		511	288	199
TOTAL	3849	538	304	208
COMPTON - 1450152A		54	32	21
VOTE BY MAIL SERIAL 0009		939	575	338
TOTAL	4992	993	607	359
COMPTON - 1450157B		38	28	9
VOTE BY MAIL SERIAL 0010		947	551	375
TOTAL	4893	985	579	384

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

LOCATION	REGIST-RATION	BALLOTS CAST	COMPTON CITY GEN MUNI CITY TREASURER BRANDON MIMS	SATRA ZURITA
PRECINCT TOTAL		432	288	128
VBM TOTAL		8269	4641	3392
GRAND TOTAL	48387	8701	4929	3520

JUNE 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, RECEIVING A REPORT IN CONNECTION WITH CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES PROPOSED TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2021-22, AND SETTING A PUBLIC HEARING THEREON FOR JULY 20, 2021 AT 5:45 P.M.

SUMMARY

Staff respectfully requests the City Council to adopt the attached Resolution receiving a report in connection with the charges for solid waste and recyclable materials handling services and delinquencies proposed to be collected on the Los Angeles County Property Tax Roll for fiscal year 2021-22, and setting a public hearing on the report for July 20, 2021 at 5:45 P.M.

BACKGROUND

The City Council is authorized pursuant to Chapter XXI of the Compton Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("HSC Code") to levy annual charges for solid waste and recyclable materials handling services ("Charges") and to have such Charges, whether or not delinquent, collected on the County of Los Angeles Property Tax Roll ("Tax Roll"), the water bill for the premises, or by separate bill of the City or the City's franchise hauler, Republic Services, Inc. ("Republic").

STATEMENT OF ISSUE

The City bills and collects Charges for single-family residential customers and multi-family customers without bin service, and collects the Charges for certain of these premises on the Tax Roll. Charges collected on the Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

Pursuant to the City's Amended and Restated Agreement with Republic, Republic bills and collects Charges for all other customers. For charges billed by Republic, the Charge will be considered delinquent if payment is not received by Republic on or before 30 days after billing, and upon Charges becoming delinquent, Republic shall notify the customer that the invoice is overdue and that nonpayment will result in further collection action. Republic may turn over delinquent accounts to the City for collection on the Tax Roll. Republic has submitted a list of

accounts that are delinquent at least 90 days, as of May 15, 2021, to the City for collection on the fiscal year 2021-22 Tax Roll, and staff has reviewed such list.

The collection of Charges and delinquencies on the Tax Roll requires the preparation of a report and the holding of a public hearing. Staff has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2021-22, including the amount of the Charge for each parcel for fiscal year 2021-22, and (ii) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for fiscal year 2021-22, including the delinquent amount.

Pursuant to the attached Resolution, the City Council receives the Report, sets a public hearing on the Report for July 20, 2021, at 5:45 P.M. and directs that notice of the public hearing be provided in accordance with law.

FISCAL IMPACT

The Los Angeles County Assessor to collect the Charges and delinquencies on the Tax Roll is estimated at $1,600.00.

Funds for this expenditure are available in Account 5100-8500-000-4249 (Special Department Expense).

RECOMMENDATION

That the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, RECEIVING A REPORT IN CONNECTION WITH CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES PROPOSED TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2021-22, AND SETTING A PUBLIC HEARING THEREON FOR JULY 20, 2021 AT 5:45 P.M.

WHEREAS, the City Council is authorized pursuant to Chapter XXI of the Compton Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("HSC Code") to levy annual charges for solid waste and recyclable materials handling services ("Charges") and to have such Charges, whether or not delinquent, collected on the County of Los Angeles Property Tax Roll ("Tax Roll"), the water bill for the premises, or by separate bill of the City or the City's franchise hauler, Republic Services, Inc. ("Republic"); and

WHEREAS, charges collected on the Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City; and

WHEREAS, the City bills and collects Charges for single-family residential customers and multi-family customers without bin service, and collects the Charges for certain of these premises on the Tax Roll; and

WHEREAS, pursuant to the City's Amended and Restated Agreement with the City's franchise hauler for solid waste and recyclable materials handling services, Republic bills and collects Charges for all other customers; and

WHEREAS, for Charges billed by Republic, the Charge will be considered delinquent if payment is not received by Republic on or before 30 days after billing and upon Charges becoming delinquent, Republic shall notify the customer that the invoice is overdue and that nonpayment will result in further collection action; and

WHEREAS, Republic may turn over delinquent accounts to the City for collection on the Tax Roll; and

WHEREAS, Republic has submitted a list of accounts that are delinquent at least 90 days, as of May 15, 2021, to the City for collection on the fiscal year 2021-22 Tax Roll, and the City has reviewed such list; and

WHEREAS, the City has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Compton Municipal Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2021-22, including the amount of the Charge for each parcel for fiscal year 2021-22, and (ii) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for fiscal year 2021-22, including the delinquent amount; and

WHEREAS, the City desires to hold a public hearing on the Report pursuant to HSC Section 5473 to consider collecting Charges and delinquencies on the Tax Roll for fiscal year 2021-22, as described herein.

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

Section 1. That each of the above recitals is true and correct and is adopted by the City Council.

Section 2. That the City Council hereby orders a public hearing to be held to hear any objections or protests to the Report and the collection of the Charges and delinquencies on the Tax Roll for fiscal year 2021-22 in accordance with the Report. At the public hearing, the City Council will hear and consider all objections or protests to the Report. The hearing shall be held as follows or in such other manner as specified in the agenda for the July 20, 2021, meeting:

Date: July 20, 2021
Time: 5:45 p.m.,
Location: Council Chambers
205 South Willowbrook Avenue
Compton, California 90220

Section 3. That the City Clerk is hereby directed to cause notice of the filing of the Report and the public hearing thereon to be (i) published once a week for two weeks prior to the date of the hearing, with at least five days intervening between the respective publication dates, pursuant to Government Code Section 6066 in a newspaper of general circulation within the City, and (ii) mailed to the owners of the properties listed in the Report with delinquent amounts which Republic has requested the City to collect on the fiscal year 2021-22 Tax Roll at least 14 days prior to the date of the hearing.

Section 4. That the City Manager is hereby authorized to remove from the Report any property for which the delinquent amount has been paid in full, or to reduce the delinquent amount set forth in the Report for any property for which there has been a partial payment of the delinquent amount, prior to the date of the public hearing.

Section 5. That a certified copy of this Resolution will be filed in the offices of the City Manager, City Clerk, City Controller and the Compton Municipal Water Department.

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

ADOPTED this _____ day of _____, 2021.

_____
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 L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2021.

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

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ACTION CLEANUP ENVIRONMENTAL SERVICES, INC. FOR ENVIRONMENTAL CLEANUP UNDER THE (EASTSIDE) ARTESIA BRIDGE ($26,250)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a contract with Action Cleanup Environmental Services, Inc. for provision of environmental cleanup and removal services under the eastside of the Artesia Bridge and issue a purchase order in the amount of Twenty Six Thousand Two Hundred Fifty Dollars ($26,250.00).

BACKGROUND

The City of Compton owns and operates 30 bridges within its jurisdiction and is responsible for the operation, maintenance, repair or replacement of these structures as necessary. The primary function of a bridge is to carry traffic loads from heavy trucks, cars and trains over a structure or waterway that spans horizontally between two supports.

Over the years there has been an increased collection of trash and debris underneath the Artesia Bridge ("Bridge") that has led to health and safety concerns and on December 18, 2020, the Compton Fire Department responded to a call of a fire underneath the westside of the Bridge. After extinguishing the fire, it was apparent the source of the fire was directly related to the large amounts of debris discarded underneath the Bridge. The debris, which included propane tanks, burned underneath the bridge at extreme temperatures before fire officials were able to extinguish it, causing noticeable damage to the structural integrity of the Bridge. Consequently, a total closure of the Bridge was deemed necessary pending an inspection by the Los Angeles County Department of Public Works ("LACDPW") to determine the integrity of the Bridge.

In response to LACDPW's request that the fire debris be removed, on February 9, 2021 the City Council adopted Resolution No. 25,416, which authorized a contract with Action Cleanup Environmental Services, Inc. ("Action") for removal of fire debris under the Bridge. This cleanup effort addressed the westside of the Bridge only where the recent fire occurred.

STATEMENT OF THE ISSUE

A number of years ago there was a fire underneath the Bridge on the eastside, however inspection by LACDPW at that time did not reveal any structural damage.

After completion of the cleanup and removal work by Action at the westside of the Bridge, LACDPW returned to the location for structural integrity inspection. At that time, LACDPW determined that inspection of the entire (underneath) Bridge site should be performed and requested that the debris underneath the eastside of the Bridge would need to be environmentally cleaned and removed to perform a complete structural inspection.

The City is satisfied with the environmental cleanup work performed by Action on the westside of the Bridge and due to the vital and urgent need to have the cleanup work performed on the eastside of the Bridge in order to have the inspection completed by the LACDPW, staff is recommending that another contract be awarded to Action to perform this additional work rather than requiring another solicitation of bids/quotes which will take weeks to complete and cause compliance with LACDPW's demand that the eastside of the Bridge be cleaned to possibly be unreasonably delayed.

At the City's request, Action provided a proposal/quote to provide the needed environmental cleanup and removal of debris under the eastside of the Bridge in the amount of $26,250.00. Staff believes this to be a reasonable and responsive quote for the work to be performed.

FISCAL IMPACT

Funding for this expenditure is available in the 2020-2021 Fiscal Year Adopted Budget in Account No. 1004-610-000-4269 in the amount of $26,250.00.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENANCE DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ACTION CLEANUP ENVIRONMENTAL SERVICES, INC. FOR ENVIRONMENTAL CLEANUP UNDER THE (EASTSIDE) OF THE ARTESIA BRIDGE ($26,250)

WHEREAS, the City of Compton owns and operates 30 bridges within its jurisdiction and is responsible for the operation, maintenance, repair or replacement of these structures as necessary; and

WHEREAS, over the years there has been an increased collection of trash and debris underneath the Artesia Bridge ("Bridge") that has led to health and safety concerns and on December 18, 2020, the Compton Fire Department responded to a call of a fire underneath the westside of the Bridge, which led to a total closure of the Bridge pending an inspection by the Los Angeles County Department of Public Works ("LACDPW") to determine the integrity of the Bridge.

WHEREAS, in response to LACDPW's request that the fire debris be removed, on February 9, 2021 the City Council adopted Resolution No. 25,416, which authorized a contract with Action Cleanup Environmental Services, Inc. ("Action") for removal of fire debris under the Bridge. This cleanup effort addressed the westside of the Bridge only where the recent fire occurred; and

WHEREAS, after completion of the cleanup and removal work by Action at the westside of the Bridge, LACDPW returned to the location for the structural integrity inspection at which time LACDPW determined that inspection of the entire (underneath) Bridge site; inclusive of the eastside; should be performed and requested that the debris underneath the eastside of the Bridge would need to be environmentally cleaned and removed to perform a complete structural inspection; and

WHEREAS, the City and LACDPW are satisfied with the environmental cleanup work performed by Action on the westside of the Bridge and due to the vital and urgent need to have the cleanup work performed on the eastside of the Bridge in order to have the inspection completed by the LACDPW, staff is recommending that another contract be awarded to Action to perform this additional work rather than requiring another solicitation of bids/quotes which will take weeks to complete and cause compliance with LACDPW's demand that the eastside of the Bridge be cleaned to possibly be unreasonably delayed; and

WHEREAS, at the City's request, Action provided a proposal/quote to provide the needed environmental cleanup and removal of debris under the eastside of the Bridge in the amount of $26,250.00, which staff believes to be a reasonable and responsive quote for the work to be performed; and

WHEREAS, funding for this expenditure is available in the 2020-2021 Fiscal Year Adopted Budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Action Cleanup Environmental Services, Inc. for environmental cleanup and removal services underneath the eastside of the Artesia Bridge and issue a purchase order in the amount of Twenty Six Thousand Two Hundred Fifty Dollars ($26,250.00).

Section 2. That funding for this expenditure is available in the 2020-2021 Fiscal Year Adopted Budget in Account 1004-610-000-4269.

Section 3. That a purchase order is authorized to be issued to Action Cleanup Environmental Services, Inc. in the amount of $26,250.00.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, Public Works – Street Maintenance Department and the City Controller.

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

June 17, 2021

Attn: Damion Timmons

City of Compton
458 Alameda Street
Compton, California 90221

RE: Homeless Encampment Debris Removal at Artesia Bridge

Dear Mr. Timmons,

Please find the below pricing and information for the removal of debris from Homeless Encampment's at the Artesia Bridge in the City of Compton. Based upon a site walk and information provided by representatives of Public Works Department, it is our understanding that the project objectives include the following:

Work Activity	Cost (thousands)
** Work to commence by spraying solution on active Homeless Encampment/ and collaborative effort with city personnel **	
2. Labor Equipment, and Material to Spray 2% disinfectant solution	$5250
3. Labor (1 supervisor + 5 technicians) 5 days at Artesia Bridge Location (5x10hr days per job walk performed and estimating 6-7 40yd bins of trash) Total estimated cost $26,250.00	$21000

- Action shall provide all labor, materials, equipment and supplies to assist with spraying 2% disinfectant solution at the Artesia Bridge location. This location will be sprayed down 24 hours prior to any work activities being performed. Once Public Works personnel has made arrangements with the local law enforcements agencies and Action Cleanup has been contacted to commence the removals. We have determined it will take a total of 5 days to perform all removal activities. Action cleanup crews will enter Artesia Bridge W/O of Almeda Blvd and remove all debris under the bridge trestle in the proposed LACDPW work zone. The debris will be removed and loaded into 40yd bins for disposal at a local landfill. Unhoused Residents will need to be removed by local law enforcement. Action crews will not commence any activities or interact with the unhoused residents at any point throughout the process of performing these activities mentioned above.

- Daily for the project as well as upon completion for closeout of the project, Action Cleanup will provide City of Compton Public Works Department personnel with a report detailing the activities performed to meet the objectives of this project. This shall include at a minimum, copies of the following: Daily Foreman reports, Tailgate meetings, Pre-Task Plans (PTP), Job Hazard Analysis (JHA) for each task.
- Maintain complete containment within specified areas, all existing contaminants, water from dust control, dust and all generated debris during the removal process.
- Implement and maintain decon station requirements around affected work areas including all discharge points that leave the Regulated Work Areas per standards.
- All equipment will be inspected daily and certified safe by Action prior to use.

Staffing

Action shall provide all labor, materials and equipment to perform the scope of work as per site walk. Prior to mobilization, Action will provide all required submittals including Site Specific HASP, worker documentation including 40-hour HAZWOPER, 8-hour HAZ Supervisor, CPR-First Aid, Final Schedule and applicable work plans. After all submittals have been received and approved, Action will provide a Project Manager and will mobilize to the site with (1) Supervisor, a crew size of (5) Technicians and all applicable equipment including skid steer, personal protection equipment (PPE) and tools needed to perform scope of work. Site technicians will be supported by our Bellflower office. Additional technicians, equipment and supplies if needed will be dispatched through Arsenio Hernandez (Action Project Manager).

Storm Water Measures

Action will begin the trenching/ excavating process by implementing storm water best management practices (BMPs) for our specific work area. Daily inspection and documentation of existing implemented BMPs. For the overall site, we will establish a designated laydown area for delivery and shipping of materials within the site.

General Requirements for Working Around Rail Road Right of Ways

Prior to performing activities, verification that all required clearances and Rail Road personnel are notified of work being performed and that isolations measures have been obtained or performed including but not limited to:

- Flag Man have been designated and appointed all active rail spurs have been identified and Railroad personnel have been contacted.

Specific Items of Concern to be Addressed prior to and during all Removal Activities

- Protect all authorized personnel from exposure to any possible Hazardous/ Biological waste.
- Exclusion Zones have been delineated.
- Ensure all affected locations are identified and verified daily.
- Verify all BMPs are implemented including protecting of drains or open culverts.
- Ensure sufficient dust control measures are being implemented at all times.
- Ensure ingress/egress routes are clear of obstructions and or debris at all times.
- Ensure appropriate decontamination stations are available and demarcated within each work area at all times.

BMP will be used for separating the work site from all non-essential and or Action personnel will occur with documentation.

- Action will load out and haul materials through designated routes to our temporary laydown area. Our intent will be to load the debris directly into roll off containers provided by Action/ WM. With the assistance from Public Works personnel, we will schedule bins/trucks for disposal once we have filled bins at capacity.
- No items will be removed prior to a Daily Task Plan being filled out and site safety meeting held to determine potential hazards and/or safety concerns for tasks to be completed. All precautions shall be taken during encampment removal to ensure proper PPE are being implemented and adjusted accordingly.
- All existing site BMPs (i.e. runoff) will be maintained, checked daily and conditions repaired and or replaced as needed.
- While it is not anticipated at this time, if the need arises then all hot work shall have at a minimum the following items: an internal Hot Work permit, fire watch, fire extinguisher or fire hose present during and up to 1-hour after any torching event. Phone numbers shall be posted for all emergency contacts including Medical, Fire and Police. In the event of an emergency, all persons shall report to a designated evacuation area (this area will be established at the nearest safe distance to the structure prior to work commencing) and await instruction. In the event of a fire, all persons shall notify their Supervisor.

We appreciate the opportunity to submit our Proposal. Please do not hesitate to contact me if you have any questions.

Sincere} ,

Arsenio Hernandez
Action Cleanup Environmental Services, Inc.

June 22, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS – ENGINEERING DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,238, RATIFYING THE AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($292,024.50)

SUMMARY

Adoption of this resolution will rescind Resolution No. 25,238 (adopted April 14, 2020), ratify the amendment to the professional services agreement entered into with John L. Hunter and Associates, Inc., which expanded the scope of services to address additional National Pollutant Discharge System Program Compliance requirements and authorize the re-issuance of a purchase order in the amount of Two Hundred Ninety Two Thousand Twenty Four Dollars and Fifty Cents ($292,024.50) in compensation for the expanded scope of services.

BACKGROUND

As authorized by the Clean Water Act, the U.S. Environmental Protection Agency ("EPA") administers the National Pollutant Discharge Elimination System ("NPDES") permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are conveyances such as drainage pipes or man-made channels, ditches. Individual homes that discharge storm water to a municipal street's curb and gutter do not need a NPDES permit; however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street's curb and gutter, catch basin, storm drains, etc. In most cases, the NPDES permit program is administered by authorized states. In California, the State Regional Water Quality Control Board ("Regional Board") establishes policies and regulations that help protect and restore water quality.

Compliance with NPDES permitting rules is multi-faceted and very time consuming. The Public Works Department ("Department") does not have sufficient staff resources to perform all tasks required by the complex NPDES permit program. Thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year professional

services agreement with and establish a purchase order for John L. Hunter and Associates, Inc. ("Hunter") for National Pollution Discharge Elimination System Compliance Program services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year).

On January 7, 2020, City staff received correspondence that one of the critical components of the MS4 Permit is monitoring. A monitoring program meeting the Regional Board requirements must be implemented and include samples collected at multiple locations at multiple intervals during both wet and dry weather. The monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with Hunter.

As a result, on January 9, 2020, John L. Hunter, through and in conjunction with its sub-consultant, Alta Environmental, submitted a proposal to provide the required monitoring services for the City's compliance with National Discharge Elimination System requirements. This proposal provides initial monitoring services for one (1) receiving water site in Compton Creek and three (3) Municipal Separate Storm Sewer System (MS4) outfalls to meet the intent of Regional Board's requirements.

The expanded scope of services include the following:

Task 1 – Project Management and Coordination

Planning, preparation, and subcontractor scheduling required for the proposed monitoring. This portion of work will include development of a site-specific health and safety plan (HASP) and brief Sampling and Analysis Plan (SAP) which will be implemented during all proposed field activities. Coordination with client and the City, as-needed, attendance at up to one (1) kick-off meeting and one (1) mid-term project meeting. Task 1 will also be used to provide project updates, communications, and project invoicing.

Task 2 – Site Recon, Coordination, Permitting, and access agreements with LADPW (1 Receiving Water Site (R1) and 3 MS4 Outfalls)

Conduct site reconnaissance of one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, FS2, and FS6). The reconnaissance will include determining accessibility, flow monitoring constraints, potential confounding issues, access agreements, permits with Los Angeles County Flood Control (LACFD), the City's internal access requirements, and traffic control that may be needed.

Task 3 – Equipment, Installation, and Maintenance

Procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and may include confined space entry as-needed, depending on the site access requirements determined in Task 2. For meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season. Site surveys (width, depth, roughness, and slope) will be performed at each location to define the flow meter parameter entries for ensuring accurate flow measurements. Autosamplers will be programmed accordingly for the sample pacing to ensure representative sample collection. All sampling equipment will be decontaminated prior to each sample event and stored bagged in clean enclosures prior to use.

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 site)

Perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. Sampling event mobilization criteria will be 70% chance of 0.25” of precipitation 24 hours prior to the forecasted storm, and preceded by three (3) days of dry weather with less than 0.1” of precipitation at the National Weather Service Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) prior to the forecasted event. Because the first storm meeting the mobilization criteria has already occurred, Alta will target sampling the first storm meeting the criteria once the notice to proceed has been authorized and all equipment has been installed and prepared for monitoring.

Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit and as developed in the SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters, including all of Permit Table E-2 parameters as specified in the attached Cost Schedule (Table 3).

Sample collection will include one duplicate and one blank sample per event for quality assurance procedures.

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

Monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same criteria as listed in Task 4a. Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters, including all of Permit Table E-2 parameters as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per event for quality assurance procedures.

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

Perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month in accordance with the Permit. The other monitoring event will occur in May of each year. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will analyzed for Permit Table E-2 parameters as specified in the cost sheets in Attachment 1. Sample collection will include one duplicate and one blank sample per event for quality assurance procedures.

Dry weather monitoring in May or June will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program.

Task 5 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

Review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format.

Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted upon completion. Alta will review, finalize, format, and submit all field and analytical data to John L. Hunter and Associates.

Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgement.

Once data has been appropriately reviewed and QA/QC performed, the results will be tabulated and reviewed for accuracy and completeness. Any qualified or missing results will be explained and noted.

Sample results and tables will be coordinated with John L. Hunter and Associates and the City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database.

Task 6 – Draft and Final Monitoring Report

Prepare draft and final annual monitoring report. The draft report will be provided by August 30, 2020. The final report will be provided 2 weeks after review by John L. Hunter and Associates and the City (assuming 2 weeks for client review). Comments will be addressed, and a final report will be provided via pdf electronic delivery) by September 30, 2020.

Task 7 – Contingency

A contingency of approximately 10% of the total project cost for Task 1-6 as the basis for the contingency budget. Contingency is included for potential false starts due to weather forecasts not meeting the criteria, access issues, equipment issues, or additional client requests as-needed. The contingency will only be used with prior authorization from Hunter and the City.

STATEMENT OF ISSUE

On April 14, 2020, pursuant to Resolution No. 25,238, City Council authorized the City Manager to amend the professional services agreement with John L. Hunter and Associates, Inc. to expand the scope of services to address additional National Pollutant Discharge System Program Compliance requirements and provide additional compensation in the amount of $292,024.50.

As part of the City departmental reorganization, the Public Works Department was separated into two (2) separate departments – Public Works Engineering and Public Works Street Maintenance. At the time Resolution No. 25,238 was adopted funding was allocated within "Department 72", now Street Maintenance. Engineering has been changed to "Department 71", thus the account number identified within Resolution No. 25,238 needs to be corrected to identify the correct

account number. Therefore, to correct this matter Resolution No. 25,238 needs to be rescinded and the attached resolution adopted.

ALTERNATIVE

None suggested. The Consultant entered into the amendment to the Professional Service Agreement and began performing the requested services based on the good faith belief that proper authorization was obtained and funding appropriately allocated.

FISCAL IMPACT

Funds in the amount of $292,024.50 are available in the Public Works Engineering Department 2020-2021 Fiscal Year budget in Account No. 1529-710-000-4262.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,238, RATIFYING THE AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($292,024.50)

WHEREAS, as authorized by the Clean Water Act, the U.S. Environmental Protection ("EPA") administers the National Pollutant Discharge Elimination System ("NPDES") permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States and point sources are conveyances such as drainage pipes or man-made channels or ditches; and

WHEREAS, individual homes that discharge storm water to a municipal street curb and gutter do not need a NPDES permit, however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street curb and gutter, catch basins, storm drains, etc.; and

WHEREAS, in most cases, the NPDES permit program is administered by authorized states and in California, the State Regional Water Quality Control Board ("Regional Board") establishes policies and regulations that help protect and restore water quality; and

WHEREAS, compliance with NPDES permitting rules is multi-faceted and very time consuming and the Public Works Department ("Department") does not have sufficient staff resources to perform all task required by the complex NPDES permit program; thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year professional service agreement with and establish a purchase order for John L. Hunter and Associates, Inc. ("Hunter") for National Pollution Discharge Elimination System Compliance Program Services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year); and

WHEREAS, on January 7, 2020, City staff received correspondence that one of the critical components of the MS4 Permit is monitoring; and

WHEREAS, a monitoring program meeting the Regional Board requirements must be implemented and include samples collected at multiple locations at multiple intervals during both wet and dry weather; and

WHEREAS, the monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with Hunter; therefore, on January 9, 2020, Hunter, through and in conjunction with its sub-consultant, Alta Environmental, submitted a proposal to provide monitoring services for the City's compliance with National Discharge Elimination System requirements, which proposal provides initial monitoring services for one (1) receiving water site in Compton Creek and three (3) Municipal Separate Storm Sewer System (MS4) outfalls to meet the intent of Regional Board's requirements at a cost of $292,024.50; and

WHEREAS, on April 14, 2020, pursuant to Resolution No. 25,238, City Council authorized the City Manager to amend the professional services agreement with John L. Hunter and Associates, Inc. to expand the scope of services to address additional National Pollutant Discharge System Program Compliance requirements and provide additional compensation in the amount of $292,024.50; and

WHEREAS, as part of the City departmental reorganization, the Public Works Department was separated into two (2) separate departments – Public Works Engineering and Public Works Street Maintenance; and

WHEREAS, at the time Resolution No. 25,238 was adopted funding was allocated within "Department 72", now Street Maintenance. Engineering has been changed to "Department 71", thus the account number identified within Resolution No. 25,238 needs to be corrected to identify the correct account number, requiring that Resolution No. 25,238 be rescinded; and

WHEREAS, funds in the amount of $292,024.50 are available in the Public Works – Engineering Department's 2020-2021 Fiscal Year budget.

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

SECTION 1. That Resolution No. 25,238, adopted by City Council on April 14, 2020, is hereby rescinded.

SECTION 2. That the proposal submitted by John L. Hunter and Associates, to provide additional services to address additional National Pollutant Discharge System Program Compliance requirements, in the amount of $292,024.50, is hereby re-accepted and ratified.

SECTION 3. That the amendment to the Professional Services Agreement entered into with John L. Hunter and Associates, Inc. to expand the scope of services and provide additional compensation in the amount of $292,024.50, previously authorized by Resolution 25,238, is hereby re-authorized and ratified.

SECTION 4. That funds in the amount of $292,024.50 is available in the Public Works – Engineering Department Fiscal Year 2020-2021 budget in Account No. 1529-710-000-4262.

SECTION 5. That a purchase order in the amount of $292,024.50 is authorized to be re-established for John L. Hunter and Associates, Inc.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works - Engineering Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the ____ day of _____, 2021.

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

June 22, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-2022 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

SUMMARY

This resolution adopts a list of Street Improvement projects for Fiscal Year 2021-2022 that will be funded by SB1 funds under the Road Repair and Accountability Act of 2017.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide.

SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Compton are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year.

The funding from SB 1 will help the City of Compton maintain and rehabilitate numerous streets/roads and add active transportation infrastructure throughout the City during FY 2021-2022 and of similar projects into the future.

STATEMENT OF THE ISSUE

The City is required to adopt by resolution, a list of street improvement projects that it anticipates to allocate and expend funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1., which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

It is estimated for fiscal year 2021-2022 the City will receive approximately $1,883,223 in SB1-RMRA funding in Fiscal Year 2021-2022 from. This is the fourth year in which Compton is receiving SB 1 funding and will enable the City of Compton to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1.

The list of projects will be funded in-part or solely with the revenues Fiscal Year 2021-2022 Road Maintenance and Rehabilitation Account. The City of Compton also reaffirms its intent to fund previously proposed and adopted projects utilizing Fiscal Year 2021-2022 Road Maintenance and Rehabilitation Account revenues.

City Council's authorization is necessary; in order to adopt the list of projects for Fiscal Year 2021-2022 funded by SB 1, the Road Repair and Accountability Act of 2017.

FISCAL IMPACT

The State Department of Finance Statewide revenue projections as of January 2021, estimated a value of SB1 funding available to the City of Compton FY 2021-2022 revenues will be approximately $1,883,223.

ALTERNATIVE

The City of Compton must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution. Therefore, no other alternatives are being proposed.

RECOMMENDATION

Staff recommends that the City Council adopts a list of Street Improvement projects for Fiscal Year 2021-2022 that will be funded by SB1 funds under the Road Repair and Accountability Act of 2017.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-2022 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Compton are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Compton must adopt, by resolution, a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Compton will receive an estimated $1,883,223 in RMRA funding in Fiscal Year 2021-2022 from SB 1; and

WHEREAS, this is the fourth year in which Compton is receiving SB 1 funding and will enable the City of Compton to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the funding of street improvement projects with SB 1 will help the City of Compton maintain and rehabilitate numerous streets/roads and add active transportation infrastructure throughout the City during FY 2021-2022 and of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Compton streets and roads are in an "at risk" condition and this SB1 funding will assist the City to increase the overall quality of our road system and over the next decade will bring our streets and roads into an adequate condition.

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

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. That the attached list of projects will be funded in-part or solely with Fiscal Year 2021-2022 Road Maintenance and Rehabilitation Account revenues.

SECTION 3. That the Fiscal Year 2021-2022 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues are hereby adopted.

SECTION 4. That the proposed and adopted project may utilize Fiscal Year 2021-2022 Road Maintenance and Rehabilitation Account revenues in their delivery.

SECTION 5. That with the relisting of these projects in the adopted Fiscal Year Resolution, the City of Compton is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

SECTION 6. 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 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2021.

_____
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 _____, 2021.

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

_____
CITY CLERK OF THE CITY OF COMPTON

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: **Annual Residential Street Project, CIP# 18-01, Phase I (PP004 &5)**

Project Description: **Construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole.**

Estimated Start Date: **June 16, 2020**

Estimated Completion Date: **August 31, 2021**

Estimated Project Useful Life: **10 years minimal/20 years maximum**

Project Locations:

No.	Street Name	Limits
1.	Myrrh Street	Santa Fe Avenue to East City Limits
2.	Tajauta Avenue	Rosecrans Avenue to Compton Boulevard
3.	Bradfield Avenue	Pixley Street to Compton Boulevard
4.	Elva Avenue	Parmelee Avenue to 138th Street
5.	Grandee Avenue	El Segundo Boulevard to 138th Street
6.	Caldwell Street	Oleander Street to West City Limits
7.	Alondra Boulevard	Lime Street to East City Limits

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: **Annual Residential Street Project, CIP# 18-01, Phase 2A (PP004 &5)**

Project Description: **Construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole.**

Estimated Start Date: **August 2021**

Estimated Completion Date: **February, 2022**

Estimated Project Useful Life: **10 years minimal/20 years maximum**

Project Locations:

No.	Street Name	Limits
1.	Alondra Boulevard	City Limit West to Lime Street
2.	Parmelee Avenue	City Limit North to 138th Street
3.	Stockwell Street	Parmelee Avenue to Elva Avenue
4.	Bullis Road	City Limit North to City Limit South
5.	Palmer Street	Alameda Street to Long Beach Boulevard

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: **Annual Residential Street Project, CIP# 18-01, Phase 2B (PP004 & 5)**

Project Description: **Construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole.**

Estimated Start Date: **December 2021**

Estimated Completion Date: **May 2022**

Estimated Project Useful Life: **10 years minimal/20 years maximum**

Project Locations:

No.	Street Name	Limits
1.	Rosecrans Avenue	City Limit East to Alameda Street
2.	Compton Avenue	130th Street to 134th Place
3.	Slater Avenue	133rd Street to Wilmington Avenue
4.	Santa Fe Avenue	City Limit North to City Limit South

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: **Annual Residential Street Project, CIP# 18-01, Phase 2C (PP004 & 5)**

Project Description: **Construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole.**

Estimated Start Date: **April 2022**

Estimated Completion Date: **September 2022**

Estimated Project Useful Life: **10 years minimal/20 years maximum**

Project Locations:

No.	Street Name	Limits
1.	Alameda Street East & West	City Limit North to City Limit South
2.	Walnut Street	Central Avenue to Acacia Court
3.	Walnut Parkway	Cul De Sac to Cul De Sac
4.	Walnut Park Drive	Walnut Park way to Walnut Street

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: **Annual Residential Street Project, CIP# 18-01, Phase 2D (PP004 & 5)**

Project Description: **Construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole.**

Estimated Start Date: **August 2022**

Estimated Completion Date: **September 2023**

Estimated Project Useful Life: **10 years minimal/20 years maximum**

Project Locations:

No.	Street Name	Limits
1.	Bradfield Avenue	Compton Boulevard to Alondra Boulevard
2.	Greenleaf Boulevard	Central Avenue to Whitemarsh Avenue and City Limit East to Alameda Street

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: **Compton Boulevard West (PP001)**

Project Description: **Installation of raise medians and Class II bicycle lanes; Remove and replace locations for ADA ramps, curb gutters, sidewalk; grind/overlay; replace all traffic markings, linework; traffic loops.**

Estimated Start Date: **March 2022**

Estimated Completion Date: **September 2023**

Estimated Project Useful Life: **10 years minimal/20 years maximum**

Project Location:

No.	Description	Limits
1.	Installation of raised medians and Class II bicycle lanes. Remove and replace locations for ADA ramps, curb gutters, sidewalk; grind/overlay; replace all traffic markings, linework, traffic loops	Willowbrook Avenue to East City Limits

Project Title: **Compton Boulevard East (PP002)**

Project Description: **Install bike lanes and lighting along the corridor; enhance pedestrian crossing at 15 intersections; remove and replace locations for ADA ramps, curb, gutter, sidewalk; grin/overlay asphalt; replace all traffic markings, linework traffic detectors loops**

Estimated Start Date: **September 2023**

Estimated Completion Date: **September 2024**

Estimated Project Useful Life: **10 years minimal/20 years maximum**

Project Location:

No.	Project Title	Description	Limits
1.	Compton Boulevard West	Install bike lanes and lighting along the corridor; enhance pedestrian crossing at 15 intersections. Remove and replace locations for ADA ramps, curb, gutter, sidewalk; grind/overly asphalt; replace all traffic markings, linework traffic detectors loops	Willowbrook Avenue to West City Limits

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE OF THE CITY'S SEWER REVENUE REFUNDING BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

SUMMARY

This resolution will approve the issuance of Sewer Revenue Refunding Bonds by the City to refund outstanding bonds previously issued to finance the acquisition, construction, improvement, furnishing, equipping, remodeling, repair, reconstruction or rehabilitation of the wastewater treatment and collection facilities of the City, and authorize the negotiation of certain transaction documents and the appointment of bond counsel, disclosure counsel and a municipal advisor in connection with the proposed issuance of such bonds.

BACKGROUND

The City is authorized to issue revenue bonds to finance the acquisition, construction, improvement, furnishing, equipping, remodeling, repair, reconstruction or rehabilitation of the wastewater treatment and collection facilities of the City pursuant to the City's Charter, Chapter XXXII the Compton Municipal Code and Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 54300, but excluding Sections 54380 and 54387) or for the purpose of refunding bonds issued for such purposes.

City staff is working with Dentons US LLP and Amira Jackmon, Attorney at Law, Co-Bond Counsel, Greenberg Traurig LLP, Disclosure Counsel, TKG & Associates LLC, the City's Municipal Advisor and San Blas Securities, LLC, the Underwriter selected by the City, to structure and prepare legal documents to accomplish the issuance by the City of Sewer Revenue Refunding Bonds, Series 2021 (the "2021 Bonds"). The 2021 Bonds will be secured by a pledge of the net revenues received by the City from the ownership and operation of the sewer system. The proceeds of the Series 2021 Bonds would be used to refund the Sewer Revenue Refunding Bonds, Series 1998 and the Sewer Revenue Bonds, Series 2009, which were previously issued by the City for the purpose of financing or refinancing improvements to the City's sewer system.

The issuance of the 2021 Bonds and approval of the transaction documents in connection therewith will be presented to the City Council for approval in July 2021.

STATEMENT OF THE ISSUE

The issuance of the 2021 Bonds and approval of the associated financing documents, including the Indenture between the City and U.S. Bank National Association relating to the 2021 Bonds, and a Bond Purchase Agreement between the Underwriter and the City providing for the sale of the 2021 Bonds, will be scheduled in July 2021.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. All costs associated with the financing of 2021 Bonds are contingent and will be paid out of proceeds from the bond issue. Pledged funds for the 2021 Bonds are limited to the net revenues pledged pursuant to the Indenture.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution (Attachment A) approving the issuance of the 2021 Bonds, authorizing the negotiation of certain transaction documents and appointing bond counsel, disclosure counsel and a municipal advisor in connection with the proposed issuance of such bonds.

CRAIG J. CORNWELL
CITY MANAGER

Attachment A: **Resolution No. _____**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE OF THE CITY'S SEWER REVENUE REFUNDING BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

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

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

WHEREAS, in accordance with the 1993 Trust Agreement and a Third Supplemental Trust Agreement, dated as of June 1, 2009 (the "***Second Supplement***") by and between the City and U.S. Bank National Association, as successor trustee, the City has previously issued its Sewer Revenue Bonds, Series 2009 (the "***Series 2009 Bonds***" and, together with the Series 1998 Bonds, the "***Prior Bonds***") in an aggregate principal amount of $18,710,000 to provide funds to fund improvements to the Sewer System; and

WHEREAS, the City, after due investigation and deliberation, has determined that it is in the best interests of the City to issue its Sewer Revenue Refunding Bonds, Series 2021 (the "***Series 2021 Bonds***") pursuant to a Sewer Revenue Bond Indenture (the "***Master Indenture***"), by and between the City and the Trustee, as supplemented by a First Supplemental Sewer Revenue Bond Indenture (the "***First Supplemental Indenture***," and, together with the Master Indenture, the "***Indenture***"), for the purpose of (i) refunding, redeeming and defeasing all or a portion of the Prior Bonds, (ii) funding a reserve fund for the Series 2021 Bonds, if necessary, and (iii) paying costs of issuance relating to the Series 2021 Bonds, including the purchase of credit enhancement for the Series 2021 Bonds, if necessary; and

WHEREAS, the City intends to enter into a Bond Purchase Agreement (the "***Bond Purchase Agreement***"), with San Blas Securities, LLC (the "***Underwriter***") in connection with the sale of the Series 2021 Bonds; and

WHEREAS, the City desires to (i) enter into the Indenture, the Bond Purchase Agreement, a Tax Certificate and a Continuing Disclosure Agreement with respect to the Series 2021 Bonds (the "***Continuing Disclosure Agreement***") and (ii) approve the preparation and delivery of a Preliminary Official Statement with respect to the Series 2021 Bonds and its use by the Underwriter in connection with the marketing and sale of the Series 2021 Bonds (the "***Preliminary Official Statement***") and approve the preparation use and delivery to the Underwriter of a final official statement with respect to the Series 2021 Bonds (the "***Official Statement***"); and

WHEREAS, it will be necessary for the City to employ bond and disclosure counsel and a municipal advisor in connection with the proceedings for the financing contemplated hereby; and

WHEREAS, TKG & Associates LLC is acting as municipal advisor (the "***Municipal Advisor***") to the City, Dentons US LLP and Amira Jackmon, Attorney at Law are serving as bond counsel ("***Bond Counsel***") and Greenberg Traurig LLP is serving as disclosure counsel ("***Disclosure Counsel***") in connection with the financing; and

WHEREAS, in furtherance of implementing the issuance of the Series 2021 Bonds, the City anticipates that the following documents (the "***Transaction Documents***") will need to be negotiated, reviewed and approved as to form by City staff and counsel to the City:

1. Master Indenture
2. First Supplemental Indenture;
3. Bond Purchase Agreement;
4. Preliminary Official Statement;
5. Official Statement;
6. Tax Certificate; and
7. Continuing Disclosure Agreement; and

WHEREAS, pursuant to Government Code Section 5852.1, attached hereto as Exhibit A is certain information relating to the Series 2021 Bonds that has been obtained by the City and is hereby disclosed and made public; and

WHEREAS, the City has full legal right, power and authority under the Constitution and the laws of the State of California to enter into the transactions hereinafter authorized.

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

Section 1. That the foregoing recitals are true and correct and this Council hereby so finds and determines.

Section 2. That the issuance of the Series 2021 Bonds, in an aggregate principal amount not to exceed $20,000,000 is in the best interests of the City.

Section 3. That the Council hereby authorizes and directs the City Manager and the Assistant City Manager (the "***Authorized Representatives***") and/or their designees, for and on behalf of the City, to negotiate and review the Transaction Documents in consultation with Bond Counsel and the Municipal Advisor.

Section 4. That the firms of Dentons US LLP and Amira Jackmon, Attorney at Law, shall be, and each such firm is, hereby appointed bond counsel to the City in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representatives are hereby authorized to enter into agreements with Dentons US LLP and Amira Jackmon, Attorney at Law for their services in this connection.

Section 5. That the firm of Greenberg Traurig LLP shall be, and such firm is, hereby appointed disclosure counsel to the City in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representatives are hereby authorized to enter into an agreement with Greenberg Traurig LLP for its services in this connection.

Section 6. That the firm of TKG & Associates LLC shall be, and such firm is, hereby appointed municipal advisor to the City in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representatives are hereby authorized to enter into an agreement with TKG & Associates LLC for its services in this connection.

Section 7. That the officers and agents of the City are, and each of them hereby is, authorized and directed to do any and all things and to negotiate the terms of the Series 2021 Bonds, any and all documents which they or any of them deem necessary or advisable in order to consummate the sale of the Series 2021 Bonds and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the City has approved in this Resolution. All actions heretofore taken by the officers and agents of the City with respect to the issuance of the Series 2021 Bonds, and the other transactions authorized and contemplated herein are hereby approved, confirmed and ratified. Notwithstanding any provision of this Resolution authorizing an Authorized Representative to take any action to the contrary, in the absence of such Authorized Representative or in lieu of such Authorized Representative, the person designated in writing by such Authorized Representative, may take such action with like effect as fully as though named in this Resolution instead of such Authorized Representative.

Section 8. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, Treasurer, City Attorney and City Controller.

Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A

Required Disclosures Pursuant to Government Code Section 5852.1

Set forth below are good faith estimates of San Blas Securities, LLC, the underwriter to the City of Compton, California (the "***City***"), as required under Section 5852.1 of the California Government Code (the "***Code***"). **The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.**

1. The true interest cost of the Series 2021 Bonds is estimated at 1.90%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.

2. The finance charge of the Series 2021 Bonds (the sum of all fees and charges paid to third parties) is estimated at $580,000.

3. Proceeds of the Series 2021 Bonds expected to be received by the City, net of proceeds for finance charges set forth in (2) above and any reserves or capitalized interest paid or funded with proceeds is estimated at $17,640,677.

4. The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at $21,123,140.

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.

JUNE 22, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE OF THE CITY'S WATER REVENUE REFUNDING BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

SUMMARY

This resolution will approve the issuance of Water Revenue Refunding Bonds by the City to refund outstanding bonds previously issued to finance the acquisition, construction, improvement, furnishing, equipping, remodeling, repair, reconstruction or rehabilitation of the water treatment, collection and supply facilities of the City, and authorize the negotiation of certain transaction documents and the appointment of bond counsel, disclosure counsel and a municipal advisor in connection with the proposed issuance of such bonds.

BACKGROUND

The City is authorized to issue revenue bonds to finance the acquisition, construction, improvement, furnishing, equipping, remodeling, repair, reconstruction or rehabilitation of the water collection, treatment and supply facilities of the City pursuant to the City's Charter, Chapter XXXII the Compton Municipal Code and Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 54300, but excluding Sections 54380 and 54387) or for the purpose of refunding bonds issued for such purposes.

City staff is working with Dentons US LLP and Amira Jackmon, Attorney at Law, Co-Bond Counsel, Greenberg Traurig LLP, Disclosure Counsel, TKG & Associates LLC, the City's Municipal Advisor and San Blas Securities, LLC, the Underwriter selected by the City, to structure and prepare legal documents to accomplish the issuance by the City of Water Revenue Refunding Bonds, Series 2021 (the "2021 Bonds"). The 2021 Bonds will be secured by a pledge of the net revenues received by the City from the ownership and operation of the water system. The proceeds of the Series 2021 Bonds would be used to refund the Water Revenue Bonds, Series 2009, which were previously issued by the City for the purpose of financing improvements to the City's water system.

The issuance of the 2021 Bonds and approval of the transaction documents in connection therewith will be presented to the City Council for approval in July 2021.

STATEMENT OF THE ISSUE

The issuance of the 2021 Bonds and approval of the associated financing documents, including the Indenture between the City and U.S. Bank National Association relating to the 2021 Bonds, and a Bond Purchase Agreement between the Underwriter and the City providing for the sale of the 2021 Bonds, will be scheduled in July 2021.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. All costs associated with the financing of 2021 Bonds are contingent and will be paid out of proceeds from the bond issue. Pledged funds for the 2021 Bonds are limited to the net revenues pledged pursuant to the Indenture.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution (Attachment A) approving the issuance of the 2021 Bonds, authorizing the negotiation of certain transaction documents and appointing bond counsel, disclosure counsel and a municipal advisor in connection with the proposed issuance of such bonds.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE OF THE CITY'S WATER REVENUE REFUNDING BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

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

WHEREAS, the City has previously issued its Water Revenue Bonds, Series 2009 (the "***Series 2009 Bonds***") in the aggregate principal amount of $44,090,000 for the purpose of financing improvements to the Water System, funding a reserve fund for the Series 2009 Bonds and paying the costs of issuance of the Series 2009 Bonds; and

WHEREAS, the City, after due investigation and deliberation, has determined that it is in the best interests of the City to issue its Water Revenue Refunding Bonds, Series 2021 (the "***Series 2021 Bonds***") pursuant to a Water Revenue Bond Indenture (the "***Master Indenture***"), by and between the City and the U.S. Bank National Association, as trustee (the "***Trustee***"), as supplemented by a First Supplemental Water Revenue Bond Indenture (the "***First Supplemental Indenture***," and together with the Master Indenture, the "***Indenture***"), by and between the City and the Trustee, for the purpose of (i) refunding, redeeming and defeasing all or a portion of the Series 2009 Bonds, (ii) funding a reserve fund for the Series 2021 Bonds, if necessary, and (iii) paying costs of issuance of the Series 2021 Bonds, including the purchase of credit enhancement for the Series 2021 Bonds, if necessary; and

WHEREAS, the City intends to enter into a Bond Purchase Agreement (the "***Bond Purchase Agreement***"), with San Blas Securities, LLC (the "***Underwriter***") in connection with the sale of the Series 2021 Bonds; and

WHEREAS, the City desires to (i) enter into the Indenture, the Bond Purchase Agreement, a Tax Certificate and a Continuing Disclosure Agreement (the "***Continuing Disclosure Agreement***") with respect to the Series 2021 Bonds, and (ii) approve the preparation and delivery of a Preliminary Official Statement with respect to the Series 2021 Bonds and its use by the Underwriter in connection with the marketing and sale of the Series 2021 Bonds (the "***Preliminary Official Statement***") and approve the preparation use and delivery to the Underwriter of a final official statement with respect to the Series 2021 Bonds (the "***Official Statement***"); and

WHEREAS, it will be necessary for the City to employ bond and disclosure counsel and a municipal advisor in connection with the proceedings for the financing contemplated hereby; and

WHEREAS, TKG & Associates LLC is acting as municipal advisor (the "***Municipal Advisor***") to the City, Dentons US LLP and Amira Jackmon, Attorney at Law, are serving as bond counsel ("***Bond Counsel***") and Greenberg Traurig LLP is serving as disclosure counsel ("***Disclosure Counsel***") in connection with the financing; and

WHEREAS, in furtherance of implementing the issuance of the Series 2021 Bonds, the City anticipates that the following documents (the "***Transaction Documents***") will need to be negotiated, reviewed and approved as to form by City staff:

1. Master Indenture;
2. First Supplemental Indenture;
3. Bond Purchase Agreement;
4. Preliminary Official Statement;
5. Official Statement;
6. Tax Certificate; and
7. Continuing Disclosure Agreement; and

WHEREAS, pursuant to Government Code Section 5852.1, attached hereto as Exhibit A is certain information relating to the Series 2021 Bonds that has been obtained by the City and is hereby disclosed and made public; and

WHEREAS, the City has full legal right, power and authority under the Constitution and the laws of the State of California to enter into the transactions hereinafter authorized.

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

Section 1. That the foregoing recitals are true and correct and this Council hereby so finds and determines.

Section 2. That the issuance of the Series 2021 Bonds, in an aggregate principal amount not to exceed $42,000,000 is in the best interests of the City.

Section 3. That the Council hereby authorizes and directs the City Manager and the Assistant City Manager (the "***Authorized Representatives***") and/or their designees, to negotiate and review the Transaction Documents in consultation with Bond Counsel and the Municipal Advisor.

Section 4. That the firms of Dentons US LLP and Amira Jackmon, Attorney at Law, shall be, and each such firm is, hereby appointed bond counsel to the City in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representatives are hereby authorized to enter into agreements with Dentons US LLP and Amira Jackmon, Attorney at Law, for their services in this connection.

Section 5. That the firm of Greenberg Traurig LLP shall be, and such firm is, hereby appointed disclosure counsel to the City in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representatives are hereby authorized to enter into an agreement with Greenberg Traurig LLP for its services in this connection.

Section 6. That the firm of TKG & Associates LLC shall be, and such firm is, hereby appointed municipal advisor to the City in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representatives are hereby authorized to enter into an agreement with TKG & Associates LLC for its services in this connection.

Section 7. That the officers and agents of the City are, and each of them hereby is, authorized and directed to do any and all things and to negotiate the terms of the Series 2021 Bonds any and all documents which they or any of them deem necessary or advisable in order to consummate the sale of the Series 2021 Bonds and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the City has approved in this Resolution. All actions heretofore taken by the officers and agents of the City with respect to the issuance of the Series 2021 Bonds, and the other transactions authorized and contemplated herein are hereby approved, confirmed and ratified. Notwithstanding any provision of this Resolution authorizing an Authorized Representative to take any action to the contrary, in the absence of such Authorized Representative or in lieu of such Authorized Representative, the person designated in writing by such Authorized Representative, may take such action with like effect as fully as though named in this Resolution instead of such Authorized Representative.

Section 8. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, Treasurer, City Attorney, City Manager and City Controller.

Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A

Required Disclosures Pursuant to Government Code Section 5852.1

Set forth below are good faith estimates of San Blas Securities, LLC, the underwriter to the City of Compton, California (the "***City***"), as required under Section 5852.1 of the California Government Code (the "***Code***"). **The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.**

1. The true interest cost of the Series 2021 Bonds is estimated at 1.90%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.

2. The finance charge of the Series 2021 Bonds (the sum of all fees and charges paid to third parties) is estimated at $1,309,324.

3. Proceeds of the Series 2021 Bonds expected to be received by the City, net of proceeds for finance charges set forth in (2) above and any reserves or capitalized interest paid or funded with proceeds is estimated at $37,827,777.

4. The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at $45,892,413.

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.

June 22, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENACE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SCREAMIN EAGLE SERVICES, INC. FOR CITY-WIDE ABATEMENT OF ILLEGAL DUMPING ($700,000)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a two (2) year (i.e. July 1, 2021 through June 30, 2023), services contract with Screamin Eagle Services, Inc. ("Screamin Eagle") for provision of "as-needed" City-wide illegal dumping clean-up, removal, and hauling services and establish a purchase order in the amount of Three Hundred Fifty Thousand Dollars ($350,000.00) for services rendered during the first (1st) year of the contract.

BACKGROUND

Illegal dumping is a major problem with significant social, health, environmental and economic impact. The City of Compton is not unique in facing the tremendous burden caused by illegal dumping throughout California. The most common sites for illegal dumping are: vacant lots, alleyways, parkways and unlocked dumpsters. The most commonly dumped items are appliances, tires, household waste, furniture, electronic and hazardous waste and sometimes construction material. Illegal dump sites serve as a magnet for additional dumping. The City has initiated several methods in which to address these issues: (1) hiring a private illegal dumping clean-up contractor; (2) assigning City crews to assist with illegal dumping clean-up and haul away; and, (3) rapid reporting by use of the City App.

Pursuant to Resolution No. 25,362, adopted by the City Council on October 13, 2020, the City entered into a ten (10) month service contract with Screamin Eagle Services, Inc. for City-wide abatement of illegal dumping. That contract is scheduled to expire on June 30, 2021.

STATEMENT OF THE ISSUE

The clean-up of illegally dumped waste falls exclusively on the City's Public Works - Street Maintenance Department ("Department"). As a result, the Department advertised a Request for Proposal for Citywide Illegal Dumping Clean-up, Removal and Haul Away services on April 28, 2021 in the Bulletin newspaper.

Four (4) illegal dumping contractors submitted proposals for Citywide Illegal Dumping, Removal, and Haul Away Services by the stipulated deadline of May 20, 2021. All four (4) Illegal Dumping contractors:

- Submitted their proposals on time
- Submitted their bid price sheets
- Met the minimum requirements for illegal dumping service

Vendor	Proposal
American Reclamation, Inc	$456,000/annually
Duncan Hauling, Inc.	$375 - $410,000/annually
New West Landscaping	$250,000/annually
Screamin Eagle Services	$350,000/annually

Department staff reviewed, rated and ranked the four proposals that were received in accordance with the City's procurement policies, taking into consideration factors such as; pricing, the thoroughness of each proposal, quality of work with other municipalities, experience of the staff, resources and equipment available to manager the program, familiarity with the City and the location of their office as it relates to their ability to respond to emergency calls and determined the following ranking:

Ranking	Contractor	Score
1	Screamin Eagle Services	85.75
2	American Reclamation	75.00
3	Duncan Hauling	74.75
4	New West Landscaping	74.00

The award of illegal dumping clean-up is awarded to the lowest responsible bidder and is based upon a demonstrated performance, equipment and ability to provide illegal dumping clean-up, removal and haul away services at a fair and reasonable cost.

After ranking the contractors, the Department interviewed all the companies via telephone conference to further evaluate staffing, equipment and services. Although New West Landscaping submitted the lowest monetary bid, the company does not own the necessary heavy-duty equipment to address large items dumped in alleyways, vacant lots, street, and railroads in a timely manner.

Screamin Eagle Services, Inc. was deemed the lowest responsible bidder to manage the illegal dumping clean-up, removal and haul away services for the City. They possess the heavy-duty equipment necessary to remove all types, sizes and volume of illegally dumped items and has the ability to schedule workers at multiples sites throughout the City. The services provided to the City by Screamin Eagle Services, Inc. during the term of the contract authorized by Resolution No. 25,362 were satisfactory and professionally completed.

FISCAL IMPACT

The request to have an amount of $350,000.00 available each contract year to address the pervasive illegal dumping that the City continues to experience. The Department has budgeted funds in the Proposed 2021-2022 Fiscal Year budget in the amount of Three Hundred Fifty Dollars ($350,000.00) in Account No. 1004-720-000-4269 (Measure P) for services rendered during the first (1st) contract year and will appropriate $350,000.00 in future City budgets for the remaining term of the contract.

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENANCE DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SCREAMIN EAGLE SERVICES, INC. FOR CITY-WIDE ABATEMENT OF ILLEGAL DUMPING ($700,000)

WHEREAS, illegal dumping is a major problem with significant social, health, environmental and economic impact; and

WHEREAS, the most common sites for illegal dumping are: vacant lots, alleyways, parkways and unlocked dumpsters., with the most commonly dumped items being appliances, tires, household waste, furniture, electronic and hazardous waste and sometimes construction material; and

WHEREAS, the City does not have sufficient personnel and equipment to adequately address the continuous services necessary to meet the challenges presented by persistent City-wide illegal dumping and the required clean-up; and

WHEREAS, pursuant to Resolution No. 25,362, adopted by the City Council on October 13, 2020, the City entered into a ten (10) month service contract with Screamin Eagle Services, Inc. ("Screamin Eagle") for City-wide abatement of illegal dumping; however, that contract is scheduled to expire on June 30, 2021; and

WHEREAS, in anticipation of the upcoming contract expiration with Screamin Eagle, the Department advertised a Request for Proposal for Citywide Illegal Dumping Clean-up, Removal and Haul Away services on April 28, 2021 in the Bulletin newspaper; and

WHEREAS, four (4) illegal dumping contractors submitted proposals by the stipulated deadline of May 20, 2021:

Vendor	Proposal
American Reclamation, Inc	$456,000/annually
Duncan Hauling, Inc.	$375 - $410,000/annually
New West Landscaping	$250,000/annually
Screamin Eagle Services	$350,000/annually

WHEREAS, department staff reviewed, rated and ranked the four proposals that were received in accordance with the City's procurement policies, taking into consideration factors such as; pricing, the thoroughness of each proposal, quality of work with other municipalities, experience of the staff, resources and equipment available to manager the program, familiarity with the City and the location of their office as it relates to their ability to respond to emergency calls and determined that Screamin Eagle ranked the highest; and

WHEREAS, staff recommends to have an amount of $350,000.00 available each contract year to address the pervasive illegal dumping that the City continues to experience; and

WHEREAS, funds for this expenditure are available in the 2020-2021 Fiscal Year budget.

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

Section 1. That the proposal from Screamin Eagle Services, Inc. is hereby accepted and all other proposals rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a two (2) year (i.e. July 1, 2021 through June 30, 2023), services contract with Screamin Eagle Services, Inc. for provision of "as-needed" City-wide illegal dumping clean-up, removal, and hauling services in the amount of $350,000.00 per contract year.

Section 3. That a purchase order in the amount of $350,000.00 is authorized to be established for Screamin Eagle Services, Inc. for services rendered during the first (1st) contract year.

Section 4. That funding for this expenditure is budgeted in the Proposed 2021-2022 Fiscal Year budget in Account No. 1004-720-000-4269. Funds in the amount of $350,000.00 will be budgeted in the Fiscal Year budget of 2022-2023 for the remaining term of the contract.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, City Controller and Public Works – Street Maintenance Department.

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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