REGULAR MEETING AGENDA
CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF COMPTON
TUESDAY – JULY 27, 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/87415957609?pwd=MVdpdWhrZ3VMU0w5cHNucDF0am9jUT09

Compton Zoom meeting call-in telephone number:1-669-900-6833
Compton Zoom ID:874 1595 7609
Compton Zoom Passcode: 732388

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/87415957609?pwd=MVdpdWhrZ3VMU0w5cHNucDF0am9jUT09

Meeting ID: 874 1595 7609
Passcode: 732388
Call In: 1-669-900-6833

COMPTON CITY COUNCIL
AGENDA
07/27/2021
5:30 PM

Workshop 4:00 p.m.
Closed Session 4:30 P.M.
Public Meeting 5:30 P.M.

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

CALL TO ORDER

ROLL CALL

WORKSHOP

4:00 P.M. - WORKSHOP - CITY COUNCIL - VALUES, CONDUCT, COMMUNICATION AND POLICY - Presented by: Liebert Cassidy Whitmore

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS
(Persons wishing to address the City Council on the Closed Session items may do so at this time. Comments are limited to one (1) minute per speaker and shall be limited to Closed Session agenda items)

CLOSED SESSION – 4:30 p.m.

PUBLIC EMPLOYEE TEMPORARY APPOINTMENT
Title: City Manager
Pursuant to California Government Code Section 54957

CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiators: Jabari Willis, Ronerick Simpson, Triphenia Simmons and Damon Brown
Employee organizations: AFSCME 2325 and SEIU Local 721
Pursuant to Government Code Section 54957.6

RECESS TO CLOSED SESSION

PUBLIC MEETING – 5:30 P.M.

OPENING

REPORT ON CLOSED SESSION ACTION(S)

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 22, 2021
   JUNE 29, 2021 -SPECIAL

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

2. INVESTMENT REPORT - JUNE 30, 2021 (Receive/File)

CITY ATTORNEY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2021-2022 AND 2022-2023

CITY CONTROLLER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE SOFTWARE LICENSING SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GOVINVEST, INC. TO EXPAND THE SCOPE OF POST-RETIREMENT HEALTHCARE BENEFIT ACTUARIAL REPORTING SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($15,630.35)

CITY FIRE DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT ($85,000.00)

REGULAR AGENDA

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

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

   METROPOLITAN WATER DISTRICT (MWD) APPOINTMENT

   CITY COUNCIL - DISTRICT 4 APPOINTMENT

CITY MANAGER'S REPORT

7. A REQUEST TO SCHEDULE A WORKSHOP - INVESTMENT OPTIONS FOR THE CITY'S PENSION FUND (September 7, 2021 at 4:00 p.m.)

8. A REQUEST TO SCHEUDLE A JOINT PUBLIC HEARING FOR CONSIDERATION OF APPROVAL OF A PURCHASE AND SALES AGREEMENT BETWEEN OLSON URBAN HOUSING, LLC AND THE CITY OF COMPTON - 250 NORTH CENTRAL AVENUE (September 21, 2021 at 6:15 p.m.)

9. A REQUEST FOR TRAVEL: INDEPENDENT CITIES ASSOCIATION 61ST ANNUAL SUMMER SEMINAR - AUGUST 26-29, 2021, SANTA BARBARA, CA. (Councilmembers: M. Chambers, I. Galvan, J. Bowers and Mayor E. Sharif) - Action Item

UNFINISHED BUSINESS

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE CASE NO. 2020-002, A REQUEST TO CHANGE THE ZONING CLASSIFICATION OF 1950 NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO SPECIFIC PLAN AND TO ADOPT THE 134TH STREET AND CENTRAL SPECIFIC PLAN (Second Reading)

11. 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) (Second Reading)

NEW BUSINESS

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RELIEVING EBS GENERAL ENGINEERING OF ITS BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP# 18-01, PHASE 2A ($6,465,000)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO WINNER CHEVROLET, INC., FREEWAY TOYOTA OF HANFORD AND SELMA HONDA FOR THE PROCUREMENT OF FLEET VEHICLES ($3,163,001)

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCINDING RESOLUTION NO. 25,441 CANCELING THE PURCHASE ORDER ESTABLISHED FOR ELK GROVE AUTO GROUP AND AUTHORIZING THE RE-ISSUANCE OF PURCHASE ORDERS TO WINNER CHEVROLET, INC. AND FREEWAY TOYOTA OF HANFORD FOR THE PURCHASE OF FLEET VEHICLES ($437,211)

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH EADIE AND PAYNE, LLP TO EXPAND THE SCOPE OF PROFESSIONAL INDEPENDENT AUDITING SERVICES AND ESTABLISH A PURCHASE ORDER ($605,950)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 9/7/2021 @ 5:30 PM

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

JUNE 22, 2021

The Compton City Council meeting was called to order at 5:51 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 – I. Galvan, T. McCoy, Mayor A. Brown
Council Members Absent – M. Chambers *(Joined the meeting at 6:01 p.m.)*

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

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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)

On motion by McCoy, seconded by Galvan, the public hearing was declared open at 5:52 p.m. by the following vote on roll call:

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

Assistant City Manager Michael Antwine offered a power point presentation for the KBK proposed development. The proposed project is a mixed-use development project located on two City blocks from 501 - 601 East Compton Boulevard which will include a General Plan amendment, change of zone and street vacation and negative declaration.

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 General Commercial (GC) and Low Density Residential (LDR) to Specific Plan (SP) to allow the applicant to develop a high-density, mixed-use project.

This is a mixed-use development project that consist of 290 housing units, over 7,700 square feet of ground floor retail space, and a 40,000 square foot innovation center. The development will include rooftop gardens; exercise room; swimming pool and outdoor BBQ facilities. The development will be seven stories tall with a multilevel parking structure and have a public plaza on Compton Blvd. and Willow Avenue that will be available for community and public use and events. There will be a total of 389 parking spaces and electric vehicle stations including 258 residential spaces, 131 commercial spaces and 426 bicycle spaces.

Staff has recommended approval of the project 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 Mitigated Negative Declaration (MND) provided a very thorough analysis of 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. The project site is within the City of Compton's 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. 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.

Mr. Antwine noted that the Traffic Engineer indicated that there will be limited increase to traffic and provided Mitigation Measures that will be imposed on the development.

Mr. Keith B. Key, The Developer, offered a power point presentation and highlighted some of the this is a partnership between KBK and the City of Compton.

PUBLIC COMMENTS REGARDING THE HEARING

Charmaine Hayes commented that this is a good project for the City of Compton, and she would like for the City to move forward with the proposed development.

Ms. Jose Delgadillo spoke on behalf of her husband who owns and operates a soccer league in Compton and commented that the City does not have many good parks in which to play soccer. Mr. Delgadillo found one park that he really likes and started working with children at the park and further requested that the bathrooms are open for the kids during soccer practice on Tuesday and Thursdays.

Robert Ray commented that there was no mention of the fact that the proposed project is located within an area known as a liquefaction zone. Mr. Ray asserted that he has given the Council fair warning and if the building is constructed and begins to start sinking or cracking, they have been forewarned.

Barbara Calhoun spoke in favor of the project but raised concerns about traffic congestion near Willow and Compton Boulevard, particularly with the lack of adequate street parking. Ms. Calhoun suggested that Willow remain open and construct an overpass or bridge to accommodate the residents. Ms. Calhoun further questioned if the residents will be provided with free parking spaces.

Adolpho Varas commented that this is an exciting project for the downtown area which is the heart of the City, adding that this project will have a positive economic influence in the development of affordable housing in Compton.

Tomas Carlos raised concerns regarding the stability of the building and further raised concerns about public safety for the 300 plus residents at the location, as well as the traffic congestions which will be caused by the proposed development, particularly in light of the existing traffic congestion. Mr. Carlos further urged the City to ensure that the Developers will hire local contractors and residents. Mr. Carlos further stressed that it is crucial that the developer assist with the long-term street maintenance.

Johnathan Bowers raised concerns regarding crucial fire safety at the proposed development and noted that based on the artists' rendition, there is no rear access to fire apparatus. Mr. Bowers indicated that specialized equipment is required to combat high rise fires and added that fire prevention is a key function of the Fire Department. Mr. Bowers further asserted that the City must improve their fire rescue services and upgrade equipment before this project is approved.

Richard Earl commented this development is very good and will be an asset to the City, however, he raised concerns regarding the lack of adequate parking, particularly with the closure of Willow and the current density associated with the location. Mr. Earl further indicated that the City needs more facilities for entertainment and areas for the youth and children of the community to play and enjoy.

There being no further comments, Councilmember Sharif moved that the hearing be closed. The motion was seconded by McCoy and the public hearing was closed at 6:55 p.m. by the following vote on roll call:

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

Fire Chief Ronerick Simpson responded to questions relative to fire safety and stated that each project plan goes through a approval checklist and added that proposed developments are constantly under review and the Fire Department makes recommendations for safety protocol. Chief Simpson further indicated that the Department would require additional equipment to address the needs of high rise structures in the City and plans are being formulated to acquire essential equipment.

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

On motion by McCoy, seconded by Sharif, the public hearing to consider the issuance of lease revenue bonds was continued to July 20, 2021, at 5:45 p.m. by the following vote on roll call:

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

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

On motion by Sharif, seconded by McCoy, the public hearing was declared open at 7:17 p.m. by the following vote on roll call:

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

City Manager Craig Cornwell offered a power point presentation and indicated that 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 and within the City.

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 and Retained Earnings totaling197,830.632. The City-wide Budget includes the General Fund.

The General Fund includes the Measure “P” 1% Sales Tax, and is the fund which provides for most of the typical public services which Compton citizens rely on; such as Law Enforcement, Street Repairs, and the 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 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.

PUBLIC COMMENTS REGARDING THE HEARING

Maria Villarreal, CEO Latino Chamber of Commerce and Community Organizer, raised concerns about the proliferation of illegal fireworks bombs in the City and questioned whether the City would address this problem with Code Enforcement or the Sheriff's Department. Ms. Villareal urged the City to take steps to eradicate the noise with the bombs which must be investigated and eradicated.

Robert Ray questioned whether the City Controller has given her blessing for the 2021-2022 Fiscal Year Budget, and also addressed the dangerous fireworks and asserted that the City has regular explosions which are hazardous to the entire community. Mr. Ray also asserted that the City there are only two Deputies assigned to community relations, therefore, the City must bring back community policing which is working in the City of Chicago.

Ron Dowell raised concerns regarding the lack of public safety in Compton which is a primary concern of the residents of the community and added that the Sheriff's Department receives $24 Million for police services, however, there is no accountability or transparency. Mr. Dowell indicated that the issue araised by the Concerned Citizens of Compton have not been addressed, noting that all the City streets must be repaved, and violence eradicated to promote an enhanced and viable community. Mr. Dowel further noted that the residents have not received audited financial statements as requested by the Concerned Citizens of Compton.

Mel Bailey, II commented that he encountered a resident who was suffering from a mental health disorder and attempted to call City Hall for assistance, however, he was transferred several times and ultimately instructed to contact the Sheriff's Department. Mr. Bailey urged the City to provide funding for mental health liaisons to assist the community.

There being no further comments Councilmember McCoy moved that the hearing be closed. The motion was seconded by Sharif and the public hearing was closed at 7:44 p.m. by the following vote on roll call:

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

City Manager Cornwell shared his strategy to reopen the parks and provide for staffing at the parks and at the Dollarhide Community Center.

Mayor Brown thanked the entire Management Team, especially the City Controller and the City Manager as well as every person who worked together for this very important project which will greatly enhance the beautiful City of Compton.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray spoke in opposition to providing tasers for Code Enforcement personnel because of the liability, as a taser is a deadly weapon. Mr. Ray also spoke in opposition to extending the City Manager's contract and suggested that the next administration should decide the outcome as well as agenda item Number 32 (contract for city-wide abatement of illegal dumping). Mr. Ray asserted that there is an investigation relative to the District 2 election and voter fraud and the certification of the election.

Collee Fields, President of ASCME Local 3947 spoke in opposition to amending the City Manager's contract, (agenda item Number 24) and stated that the City is still working on recovery after the pandemic and people who were employed with the city pretty Covid are anxiously waiting to return to work. Departments are short-staffed and the Seniors are calling asking when Dollarhide Center will reopen and the various classes begin again or for recreation activities or parties etc., and further added that citizens are calling about the golf course reopening and parents are calling about the pools being available for their children during the Summer months. City management has said they are working on a plan and the positions for recreation are in the 2122 budget. Ms. Fields comment that if it is the pleasure of the City Council to grant a pay increase for the City Manager's contract extension, the Union respectfully requests that the Council consider approving the same 15% increase for the employees.

Maria Villareal addressed the City Council and indicated that there are individuals smoking and drinking in the City's parks and urged the Council to safely re-open all the parks and the Dollarhide Community Center for the enjoyment of the families in Compton.

Hector Wessel commented that he is looking forward to discussing the vision and goals for City Council District 4, as well as the entire City, and further raised concerned regarding agenda item Number 19 and the criminalization of the parking of oversized vehicles over 72 hours. Mr. Wessel commented that this would be a one-size-fits all approach at the expense of public safety and cause an unnecessary burden on our houseless neighbors. Mr. Wessel also spoke in favor of restorative justice.

Barbara Calhoun, former City Councilmember, offered her approval of the great work that Screamin Eagles is performing in the City of Compton along with providing job training for the residents. Ms. Calhoun further suggested that Screamin Eagles be allowed to dump materials at the City yard whenever the company performs clean up services that are not in their contract, such as when the company cleaned up and cleared materials away from the railroad tracks.

Jose Delgado and Ermina Lopez, commented that they are residents and business owners in the City of Compton and requested that the local parks and recreational centers be re-open for the youth of the community to play soccer. Ms. Delgado indicated that Compton residents have to travel to other cities to play their soccer tournaments.

Charmaine Hays recommended that the City Council delay the decision regarding the City Manager's contract until salary adjustment are negotiated from the bottom up, along with a better financial status for the City. Ms. Hays also commented that Screamin Eagles has done a good job cleaning up the City, however, the City must take consider hiring district assigned vendors to cover and maintain all four of the Councilmatic District. Ms. Hays also raised concerns relative to the City's parks transitioning to a non-profit status, and whether or not this would be in compliance with the City Charter.

Richard Earl suggested that the City delay extending the City Manager's contract until the new administration is put in place, and further emphasized that the City of Compton must be cleaned and properly maintained, along with the City's parks. Mr. Earl raised concerns that the traffic light signal on Compton Boulevard must be repaired immediately and added that the Concerned Citizens of Compton sent a letter to the City Manager, however, they have not received return correspondence. Lastly, Compton Sheriff's patrol vehicles must be marked with the City of Compton's name and City seal.

Luis Schmidt, spoke in opposition to permitting Compton's parks to be turned into nonprofits, and added that this will take away gainful employment from residents. The City Council should wait until the next administration is in place so they can come in and properly evaluate the situation and make a decision. Mr. Schmidt indicated that the employees' contract expired two years ago, yet there was no rush to negotiate, and further questioned why there such a rush to approve the City Manager's contract.

Jonathan Bowers, Councilman-Elect 3rd District, raised concerns that the City is considering nonprofit status for the parks and added that the youth of the community must be consulted regarding the reimagining of the City's parks. Mr. Bowers further commented that re-hiring of laid off or furloughed City of Compton employees must be a priority over approving a contract extension for the City Manager.

Mel Bailey, II thanked Mayor Brown for her exemplary service to the residents of Compton, adding that she has been an amazing leader. Mr. Bailey thanked Councilmember McCoy for her service and also congratulated re-elected City Clerk Godwin, Mayor-elect Sharif and welcomed Councilman-Elect Bowers to the Dias. Mr. Bailey further urged the City Council to address the illegal fireworks bombs exploding around the City.

Ron Dowell requested that the City provide audited financial statement and address financial accountability along with accurate information regarding the City's Budget. Mr. Dowell urged the City to address crime and consider restorative justice and provide a much safer Compton community.

CONSENT AGENDA

APPROVAL OF MINUTES

1. JUNE 2, 2021 ***(Approved)***

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

2. INVESTMENT REPORTS - APRIL 30, 2021, AND MAY 31, 2021 ***(Received and filed)***

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 ***(Approved Resolution Number 25,496)***

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 ***(Approved Resolution Number 25,497)***

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) ***(Approved Resolution Number 25,498)***

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) ***(Approved Resolution Number 25,499)***

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) ***(Approved Resolution Number 25,500)***

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) ***(Approved Resolution Number 25,501)***

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2021 – 2022 ***(Approved Resolution Number 25,502)***

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) ***(Approved Resolution Number 25,503)***

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON PROCLAIMING THE MONTH OF JUNE PRIDE MONTH ***(Approved Resolution Number 25,504)***

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) ***(Approved Resolution Number 25,505)***

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) ***(Approved Resolution Number 25,506)***

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 ***(Approved Resolution Number 25,507)***

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) ***(Approved Resolution Number 25,508)***

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

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

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.)

On motion by Chambers, seconded by Sharif, the public hearing was scheduled for **July 6, 2021, at 5:40 p.m**. by the following vote on roll call:

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

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.)

On motion by Sharif, seconded by McCoy, the public hearing was scheduled for **July 13,2021 at 5:35 p.m**. by the following vote on roll call:

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

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)

On motion by McCoy, seconded by Chambers, the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by McCoy, seconded by Chambers, **Ordinance Number 2,334** entitled **'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'** was adopted by the following vote on roll call:

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

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 PARKINGON CITY STGREETS (Second Reading)

On motion by Sharif, seconded by McCoy, the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by McCoy, seconded by Chambers, **Ordinance Number 2,335** entitled **'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'** was adopted by the following vote on roll call:
AYES: **Council Members – Chambers, Galvan, McCoy, Sharif, Brown**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

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

It was moved by Sharif, seconded by Chambers, that the resolution be adopted.

Councilman Galvan Question whether Staff made a recommendation regarding this project.

Assistant City Manager Michael Antwine replied that three community meetings were conducted along with two public hearings regarding the proposed development. The Planning Commission's recommendation is included in the findings.

Resolution Number 25,509 entitled **'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'** was adopted by the following vote on roll call:

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

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) AND A RESOLUTION ADOPTED THE 501/601 EAST COMPTON BOULEVARD SPECIFIC PLAN

On motion by Chambers, seconded by Galvan, the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by Chambers, seconded by Galvan, the Ordinance entitled **'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) AND A RESOLUTION ADOPTED THE 501/601 EAST COMPTON BOULEVARD SPECIFIC PLAN'** was placed on first reading by the following vote on roll call:

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

City Attorney Brown indicated that there is a resolution attached to this issue that must be adopted as well.

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

On motion by Chambers, seconded by Sharif, **Resolution Number 25,511** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING 501-601 EAST COMPTON BOULEVARD SPECIFIC PLAN FOR THE PROPERTY AT 501-545 EAST COMPTON BOULARD, 601-625 EAST COMPTON BOULEVARD, 112 NORTH WILLOW AVENUE AND 107 NORTH SANTA FE AVENUE SUBJECT TO CONDITIONS'** was adopted by the following vote on roll call:

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

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.)

On motion by Sharif, seconded by Galvan, **Resolution Number 25,510** entitled **'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'** was adopted by the following vote on roll call:

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

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

On motion by Chambers, seconded by Sharif, **Resolution Number 25,512** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2021-2022'** was adopted by the following vote on roll call:

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

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

It was moved by Chambers, seconded by Galvan, that the resolution be adopted.

Mayor Brown praised City Manager Cornwell's service and sacrifices made to the City and the residents of Compton and further indicated that Mr. Cornwell has received outstanding performance evaluations. Mayor Brown highlighted City Manager Cornwell's many accomplishments and urged the Council members to continue to uplift and move the City forward by providing responsible, stable leadership as the City Manager is essentially the CEO of City government.

Councilmember Sharif questioned why certain language had been removed from the contract relative to termination for cause based on malfeasance.

Damon Brown explained that certain language was removed from the contract because it was obsolete/moot, therefore, unnecessary for the present contract.

Councilmember Galvan commented that the Councilmember for District 4 should have the opportunity to provide input on the City Manager position.

There was considerable discussion regarding the relevancy of certain language that was removed from the City Manager's contract.

Mayor Brown stepped from the Chair to offer a motion to include the recently deleted clause back into the proposed contract to be approved. The motion was seconded by Chambers and failed by the following vote on roll call:

The Resolution entitled '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' failed by the following vote on roll call:

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

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

On motion by Sharif, seconded by Galvan, that the resolution be adopted.

City Attorney Brown informed the Council that declaring the results of the General Municipal Election simply acknowledgie the numerical vote and the number of votes cast and has no impact on the recount or other proceedings.

Attorney Brown further explained that the Council must first declare a vacancy for the 4th District Council seat. Thereafter, the City Council may appoint a District 4 resident to serve out the remaining term which ends in 2023. Attorney Brown indicated that if the City Council does not appoint a new Councilmember within 30 days of declaring the 4th District seat vacant, an election must be conducted.

There was discussion among the Councilmembers regarding the method whereby the 4th District Councilmember made be appointed/elected.

Mayor Brown was in favor of making an appointment to the 4th District to avoid expending additional funds.

City Clerk Alita Godwin indicated that if the appointment of a new City Councilmember is not made within 30 days of the declared vacancy, an election must be called. City Clerk Godwin further informed the Council that the ordinance calling for the election to be consolidated with the upcoming November election must be adopted at the July 6, 2021 Council meeting, as the filing period for the election will open on July 14, 2021. City Clerk Godwin further indicated that if the City were to consolidate with other cities for the November election the cost would be approximately $40,000 to $50,000. If the City were to conduct a stand-alone election, the cost could potentially run from $200,000 to $300.000.

Councilmember Chambers commented that she would not vote in favor on the resolution given the criminal investigation surrounding the City Council District 2 Election.

Resolution Number 25,513 entitled **'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' was adopted by the following vote on roll call:

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

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.

On motion by Chambers, seconded by Sharif, **Resolution Number 25,514** entitled **'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.'** was adopted by the following vote on roll call:

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

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)

On motion by Chambers, seconded by Sharif, **Resolution Number 25,515** entitled **'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'** was adopted by the following vote on roll call:

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

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)

On motion by Chambers, seconded by Sharif, **Resolution Number 25,516** entitled **'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'** was adopted by the following vote on roll call:

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

MOTION TO EXTEND THE CITY COUNCIL MEETING PASSED FOUR HOURS

On motion by Sharif, seconded by Galvan, the City Council voted to extend the Council meeting beyond the 4-hour limit by the following vote on roll call:

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

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

On motion by McCoy, seconded by Chambers, **Resolution Number 25,517** entitled **'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**' was adopted by the following vote on roll call:

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

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

On motion by Chambers, seconded by Sharif, **Resolution Number 25, 519** entitled **'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'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, McCoy, Brown**
NOES: **Council Members – Galvan**
ABSENT: **Council Members – Sharif**

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

On motion by McCoy, seconded by Chambers, **Resolution Number 25,520** entitled **'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'** was adopted by the following vote on roll call:

(Councilmember Chambers exited the meeting at 10:35 p.m.)

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

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)

On motion by Sharif, seconded by McCoy, **Resolution Number 25,518** entitled **'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'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

City Attorney Damon Brown thanked the residents of the community for electing him to serve as City Attorney. Attorney Brown further announced that a Professional Conduct and Ethics Training Session will be conducted on July 27, 2021, at 4:00 p.m.

Councilmember Galvan offered the following communications/announcements:

- Raised concern that the homeless encampment is dangerously increasing and request that the City eradicate the encampment

- Reported that the lock on the gate at Caesar Chavez Park has been removed, so the gate must be secured as soon as possible to prevent the homeless from sleeping in the park

- Reported that the residents in the area Oaks and Golden are requesting that speed bumps be installed

- Reported that he has received numerous complaints from the residents on Elm Street residing between Alameda and Willowbrook regarding unsafe driving and further noted that the Metro busses are traversing through the residential neighborhoods and causing a disturbance and driving hazards

- Commented that approximately one month ago, the City Council voted to approve a grant application, and questioned the status of the application

- Thanked City Treasurer Doug Sanders and Councilperson Tana McCoy for their many years dedicated service to the residents of the City of Compton

Councilmember McCoy offered the following communications/announcements:

- Offered a heartfelt 'Thank You' to the residents and City employees for allowing her to serve and further congratulated the incoming Councilmember and elected officials

Councilmember Sharif offered the following communications/announcements:

- Announced that there will be a pop-up Covid-19 Vaccination Center at St. Timothy Towers at 312 S. Oleander and urged residents to call 310-638-6319 for further information

Mayor Brown offered the following communications/announcements:

- **Mayor Brown** thanked the entire City of Compton residents and employees for electing her to serve as Mayor of the beautiful City of Compton for the last 8 wonderful years and further noted that her tenure has been a labor of love and added that it has truly been an honor and a privilege to serve and represent the great City of Compton.

- **Mayor Brown** offered a heartfelt thank you to her Husband, and her wonderful family, City Clerk Alita Godwin, City Attorney Damon Brown and most of all City Manager Craig Cornwell. Mayor Brown thanked and praised her esteemed executive team: Candace Laos, Debbie Gipson, Melissa Freeny for standing by her side with integrity

and honor and going through the fire with her and wished them blessings and good fortune as they continue to shine their positive lights and promote the City with love. Mayor Brown bestowed her blessings upon the great City of Compton.

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned in memory of **Laura Pierce** at 10:52 p.m. by the following vote on roll call:

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

_____ _____

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

JUNE 29, 2021

The Special City Council Closed Session meeting was called to order at 6:05 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, E. Sharif, Mayor A. Brown
Council Members Absent – I. Galvan *(Joined the meeting at 6:15 p.m.)*, **T. McCoy**

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

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 ITEMS

PUBLIC EMPLOYMENT
Title: City Manager - Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Bryan Batiste v. City of Compton (LASC Case No. 19STCV17714)
Pursuant to California Government Code Section 54956.9

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS ONLY

Robert Ray commented that this closed session meeting would be a violation of the Brown Act and warned the Council against proceeding.

Jonathan Bowers commented that the closed session meeting is a violation of the Government Code and further indicated that the new administration should make the decision relative to the City Manager's contract.

Mark Smith questioned why the City Council would be continuing to consider the City Manager's contract and further questioned the urgency of this matter.

Bishop T. Flowers questioned why the City is urgently pursuing this matter and indicated that the new administration should make the decision relative to the City Manager's contract.

Jackie Venters commented that the community is not in favor of renewing the City Manager's contract and urged the City to move forward with the next administration.

Richard Earl informed the City Council that the meeting is illegal and urged the City Council to wait until the new City Council is seated to make a determination relative to the City Manager's contract.

City Attorney Damon Brown requested a closed session to discuss a conference with legal counsel regarding existing litigation concerning Bryan Batiste v. City of Compton (LASC Case No. 19STCV17714), pursuant to California Government Code Section 54956.9. Attorney Brown indicated that the City Manager's contract will not be discussed during the closed session.

Councilmember Sharif raised concerns that the meeting had not been properly agendized and indicated that she would be exiting the meeting immediately.

The closed session request failed by the following vote on roll call:

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

The City Council meeting was subsequently adjourned at 6:21 due to the lack of a quorum.

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

JULY 27, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY TREASURER**

SUBJECT: **INVESTMENT REPORT**

SUMMARY

The City Treasurer's Office invests the City of Compton's (City) idle cash in compliance with the California Government Code, Section 53600 et. seq., and the City's Investment Policy. In order to comply with the Compton City Charter, Section 701 (d), "Prepare and submit to the City Controller monthly written reports of all receipts, disbursements and balances, copies of which shall be filed with the City Manager," the attached report is provided.

As of June 30, 2021, the City's investments in the Local Agency Investment Fund (LAIF) had a book value of approximately **$112,146,552.11**. The City's cash balances as of June 30, 2021 were **$94,761,431.90**. The attached report and narrative detail the City's investments and lists the cash balances in the various accounts.

BRANDON MIMS
CITY TREASURER

CASH BALANCES

As of June 30, 2021, the City's cash balance for all funds was $94,761,431.90. The "cash balance" is the amount of money in an account at the close of the banking day.

Table A: Cash Balances as of June 30, 2021	
Account Name	Cash Balance
General Checking Account	54,347,929.74
PERS (Employees Retirement Assessment)	9,464,282.15
City of Compton Utilities Billing	8,289,104.33
Successor Agency General	6,245,223.14
Section 108 HUD Fund	2,362,804.67
Prop C Fund	1,872,432.00
Housing Authority	1,642,265.55
Home Loan Program	1,620,062.28
Proposition A	1,604,461.12
Measure R	1,146,077.74
City of Compton Parking Violations	1,116,664.10
Local Housing Authority PORT IN	884,136.26
Local Housing Authority ADMIN FEES	733,553.74
Successor Agency Low Cost Housing	699,180.44
Measure M	599,638.68
Workforce Investment Act	592,715.57
Prop C Bond	359,370.23
Measure M Bond	271,330.10
EMS City of Compton	217,732.89
Measure R Bond	217,410.03
Liability	161,455.56
Family Self Sufficiency	135,855.62
Worker's Compensation	87,667.14
COPS Grant Weed and Seed	76,610.42
Bond Sewer Construction Fund	8,328.40
Measure P	5,000.00
City of Compton Change Fund	140.00
Building and Safety Department	0.00
Total Cash Balance	**94,761,431.90**

CITY OF COMPTON
Portfolio Management
Portfolio Summary
June 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	112,146,552.11	112,146,552.11	112,146,552.11	99.88	1	1	0.434	0.440
Passbook/Checking Accounts -2	135,855.62	135,855.62	135,855.62	0.12	1	1	0.010	0.010
Investments	**112,282,407.73**	**112,282,407.73**	**112,282,407.73**	**100.00%**	**1**	**1**	**0.433**	**0.439**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	31,122.58	585,403.99	585,403.99
Average Daily Balance	**105,615,739.98**	**102,533,046.48**	
Effective Rate of Return	**0.36%**	**0.57%**	

EXECUTIVE SUMMARY

The City Treasurer's Office invests the City of Compton's (City) funds in compliance with the California Government Code, Section 53600 et. seq., and the City's Investment Policy. As of June 30, 2021, these funds had a book value of approximately $112,146,552.11. The City's cash balances as of June 30, 2021 were $94,761,431.90 across all funds.

CITY PORTFOLIO OVERVIEW

The monthly investment report details the City's ability to meet its expenditure requirements in the near term (next six months) or provides some explanation as to why sufficient cash may not be available. Presently, the City's operations are estimated at eight to ten million dollars per month (across all funds). The City would need approximately $60 million dollars of cash to "float" itself for six months in the event of severe revenue shortfalls. In an effort to ensure the security of City operations and health and safety of the community, the City invests in the Local Agency Investment Fund (LAIF). We currently have a total of $112,146,552.11 in our account at the LAIF across all funds, with $29,408,537.05 identified as General City (General Fund).

Local governments are still recovering from the adverse economic impacts of the COVID-19 Pandemic. Consequently, it is difficult to predict how the economy will perform in the future. Fortunately, the City has placed safety of the Residents funds at the center of its investment policy - LAIF continues to have reasonable investment returns and can fund same day.

At the time of this reporting period, the City had approximately $2.2 million in large outstanding warrants payable to vendors.

On June 10, 2021, the City received $17.2 million dollars from the Federal Government's Coronavirus State and Local Fiscal Recovery Funds as part of the American Rescue Plan. The American Rescue Plan provides $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

In 1947, the Residents of the City of Compton enacted a parcel assessment to fund the retirement of the City's employees. The assessment collects more cash than is needed to pay the current costs for retired employees (and current employee benefit costs) therefore the City Treasurer's Office invests the excess idle cash in the LAIF. On June 30, 2021, the City had "cash" from this assessment invested in LAIF ($36,765,609.80) and cash on hand ($9,464,282.15) used to pay current employee benefit costs and the payment to the Public Employee Retirement System (PERS) for the City's retired employees.

MARKET OUTLOOK

As of this report, the Federal Open Market Committee (FOMC) stated that they would keep interest rates the same. The City completed a $37.7 million bond transaction tied to the City's County Transportation Funding: Proposition C, Measure M and Measure R. from the revenue of sales tax from MTA, only using 50% or less of that revenue for the payment of the bonds. Interest revenue for the Fiscal Year 2022 is anticipated to be consistent with Fiscal Year 2021 numbers.

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 6/30/2021
3 month T-Bill @ 0.0410%
6 month T-Bill @ 0.0410%
1 year T-Bill @ 0.0660%

7/19/2021

BRANDON MIMS, CITY TREASURER

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
June 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			36,765,609.80	36,765,609.80	36,765,609.80	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	**105,479,885.44**		**112,146,552.11**	**112,146,552.11**	**112,146,552.11**		**0.434**	**0.440**	**1**	
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			135,855.62	135,855.62	135,855.62	0.010	0.010	0.010	1	
		Subtotal and Average	**135,854.54**		**135,855.62**	**135,855.62**	**135,855.62**		**0.010**	**0.010**	**1**	
		Total and Average	**105,615,739.98**		**112,282,407.73**	**112,282,407.73**	**112,282,407.73**		**0.433**	**0.439**	**1**	

July 27, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2021-2022 AND 2022-2023**

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to enter into legal services retainer agreements for fiscal years 2021-2022 and 2022-2023 on an as needed basis to assist the City Attorney's Office.

BACKGROUND

The Compton City Charter, Section 702, authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City. Historically, the City of Compton has retained the services of various outside law firms to assist the Office of the City Attorney with specific complex matters and in specialized areas of the law.

STATEMENT OF THE ISSUE

The City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, investigations, administrative and municipal hearings, litigation, housing development transactions and municipal advice letters. The attached resolution, if adopted, would authorize the as-needed services of the following law firms: Harrington, Foxx, Dubrow & Canter, LLP; The Westmoreland Law Firm, P.C.; Atkinson, Andelson, Loya, Ruud & Romo, P.C.; Jackson Lewis P.C., and Angela J. Reddock, A Professional Law Corporation, dba Reddock Law Group.

Staff acknowledges that the aforementioned law firms have the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice.

FINANCIAL IMPACT

Funding for expenditures made for these services will be utilized on an as needed basis and within the budgeted amount appropriated into the FY 2021-2022 and FY 2022-2023 budget accounts.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

RONERICK SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2021-2022 AND 2022-2023

WHEREAS, Section 702 of the Compton City Charter authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City; and

WHEREAS, historically, the City of Compton has retained the services of various law firms to assist the Office of the City Attorney with specific cases and in specialized areas of the law; and

WHEREAS, the City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, investigations, administrative and municipal hearings, litigation, housing development transactions and municipal advice letters; and

WHEREAS, the Office of the City Attorney acknowledges that the following law firms possess the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice: Harrington, Foxx, Dubrow & Canter, LLP; The Westmoreland Law Firm, P.C.; Atkinson, Andelson, Loya, Ruud & Romo, P.C.; Jackson Lewis P.C., and Angela J. Reddock, A Professional Law Corporation, dba Reddock Law Group.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

Section 1. That the City Manager is authorized to enter into legal retainer agreements, upon the advice of the City Attorney, with the following law firms for the 2021/2022 and 2022/2023 Fiscal Year Budgets to assist the City Attorney's Office as needed: Harrington, Foxx, Dubrow & Canter, LLP; The Westmoreland Law Firm, P.C.; Atkinson, Andelson, Loya, Ruud & Romo, P.C.; Jackson Lewis P.C., and Angela J. Reddock, A Professional Law Corporation, dba Reddock Law Group

Section 2. That legal services performed pursuant to the above referenced legal retainer agreements shall be paid from account numbers 1001-420-000-4261, 1001-420-000-4262, 6400-420-000-4261, 6400-420-000-4295, 5100-420-000-4261, 1205-420-000-4261, and 1201-420-000-4261 in amounts not to exceed that which is allocated in the 2021-2022 and 2022-2023 fiscal years budgets of the City Attorney’s Office.

Section 3. That the hourly rates shall not exceed $375.00 an hour.

Section 4. That a duly certified copy of this Resolution shall be delivered to the Offices of City Manager, City Attorney, City Controller and City Clerk.

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 this _____ 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

July 27, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE SOFTWARE LICENSING SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GOVINVEST, INC. TO EXPAND THE SCOPE OF POST-RETIREMENT HEALTHCARE BENEFIT ACTUARIAL REPORTING SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($15,630.35)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into an amendment to the Software Licensing Service Agreement with and establish a purchase order in the amount of Fifteen Thousand Six Hundred Thirty Dollars and Thirty-Five Cents ($15,630.35) for GovInvest, Inc. to expand the scope of Post-Retirement Healthcare Benefit Actuarial Reporting Services to provide GASB 68 Accounting Valuation for Fiscal Year 2023-2024 and GASB 75 'Roll-Forward' Actuarial Valuation for Fiscal Year 2023-2024, and provide additional compensation for such services.

BACKGROUND

Pensions are common among public employees, which includes all City of Compton employees. Pension payouts have become a significant challenge for governments to manage. More often than not, the amount set aside by government agencies does not mirror the actual amount owed to retirees. The discrepancies in funds allocated vs. owed are referred to as "unfunded liabilities."

On July 23, 2019, pursuant to Resolution 25,076, the City Council authorized the City Manager to enter into a five (5) year (i.e. July 2019 through June 2024) service agreement with GovInvest, Inc. ("GovInvest") to provide unlimited use of Standard Pension Module and Other Post-Employment Benefits (OPEB), and to prepare Government Accounting Standards Boards (GASB) 68 & 75 reports to meet audit requirements; consisting of three (3) Bi-annual GASB 75 actuarial valuation, two (2) roll-forward GASB 75 actuarial valuation, and five (5) annual GASB 68 reports plus a 3% annual Consumer Price Index (CPI) inflator in a total amount of $202,003.89, appropriated over the contract term as follow: FY 2019-2020 - $56,950, FY 2020-2021 - $31,183.50, FY 2021-2022 - $39,200.26, FY 2022-2023 - $33,082.58, FY 2023-2024 - $41,587.55.

GovInvest's mission is to help governments solve their unfunded pension, Other Post-Employment Benefits ("OPEB") and debt problems through unique software and simple, understandable actuarial reports. They provide value by facilitating easy communication of complex information to decision–makers and stakeholders, allowing them to understand and analyze their liabilities, and providing clear solutions. The available solution suite consists of actuarial software, actuarial valuations, and benefit consulting.

The software solution provides visuals and digestible analysis of the valuation reports that contain hundreds of convoluted assumptions and mathematical equations. The GovInvest platform also enables real-time sensitivity analysis to evaluate employee raises, medical and dental payout benefit modifications and more.

This platform helps the City properly and most accurately budget pension cost for current and retired employees. Without this software, the City becomes vulnerable to miscalculation of pension costs and can fall short of funds due to improper budgeting.

STATEMENT OF ISSUE

The City Controller's Office ("Department") budgeted $31,183.50 for Fiscal Year 2020-2021 for the contracted services, however due to unexpected additional audit requirements additional GASB 68 & 75 reports were prepared for previous years not covered in the Agreement. The Department was required to pay resulting in a reduction in the available 2020-2021 Fiscal Year budget.

GovInvest is a proprietary software. Their fees include onboard fees and annual licensing fees. The amendment to this Agreement will extend payment on FY2020 GASB reports, issue a credit to the City for three (3) years due to the miscalculation of the 3% CPI inflator cost, add a One-time Crossover Calculation Report and GASB 68 and GASB 75 Reporting Services for FY2023-24. Therefore, the total cost difference is Seven Thousand Nine Hundred Fifty-Seven dollars and Ninety cents ($7,957.90) between original agreement and amendment. The fees are as follows:

- Amendment
- One-time Crossover Calculation Report: $1,800.00
- GASB 68 Accounting Valuation for FY2023-24: $2,550.40
- GASB 75 'roll-forward' Actuarial Valuation for FY2023-24: $6,365.40
    - Credit: ($1,378.63)

FINANCIAL IMPACT

Revised Payment schedule per the amendment for the software is as follows:

	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Pension	$10,000.00*	$12,250.00	$12,617.50	$12,996.03	$13,385.91	$13,787.48
OPEB	$10,000.00*	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09
GASB 68**	$2,200.00	$2,266.00	$2,333.98	$2,404.00	$2,476.12	$2,550.40
GASB 75 Full**	$12,500.00		$12,875.00		$13,261.25	
GASB 75 Roll-Forward**		$6,000.00		$6,180.00		$6,365.40
Credits to Original Agreement			***($386.02)	***($185.00)	***($807.61)	
Credit Applied			***($1,378.63)**			
FY 20-21 Report			$13,830.35			
TOTAL	$34,700.00	$30,516.00	$36,747.85	$32,189.03	$40,050.55	$33,958.36

** Onboarding Fees*
*** Price reflected is per report*
****Credits issued in these fiscal years are all applied in FY20-21*

Staff will pay difference in report fees in FY2021-22, as the due date is extended by GovInvest and continue annual fees as set forth in the payment schedule so that the annual Software Agreement can run concurrently with City's fiscal year.

Additional funds have been appropriated in the Fiscal Year 2021-2022 annual budget as follows:

Account	Description	Amount
1001-650-000-4222	Computer Software	$15,630.35

RECOMMENDATION

Staff recommends that the city Council adopt the attached Resolution.

SHARON RAHBAN
CITY CONTROLLER

APPROVED FOR FORWARDING:

RONERICK SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE SOFTWARE LICENSING SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GOVINVEST, INC. TO EXPAND THE SCOPE OF POST-RETIREMENT HEALTHCARE BENEFIT ACTUARIAL REPORTING SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($15,630.35)

WHEREAS, pensions are common among public employees, which includes all City of Compton employees and in many cases the employee, employer and government make regular contributions to a pension, which is paid out in monthly increments upon the employee's retirement; and

WHEREAS, pension payouts have become a significant challenge for governments to manage in that more often than not the amount set aside by government agencies does not mirror the actual amount owed to retirees. These discrepancies in funds allocated versus owed are referred to as "unfunded liabilities"; and

WHEREAS, on July 23, 2019, pursuant to Resolution 25,076, the City Council authorized the City Manager to enter into a five (5) year (i.e. July 2019 through June 2024) Software Licensing Service Agreement with GovInvest, Inc. ("GovInvest") to provide unlimited use of Standard Pension Module and Other Post-Employment Benefits (OPEB), and to prepare Government Accounting Standards Boards (GASB) 68 & 75 reports to meet audit requirements; consisting of three (3) Bi-annual GASB 75 actuarial valuation, two (2) roll-forward GASB 75 actuarial valuation, and five (5) annual GASB 68 reports plus a 3% annual Consumer Price Index (CPI) inflator in a total amount of $202,003.89; and

WHEREAS, the City Controller's Office ("Department") budgeted $31,183.50 for Fiscal Year 2020-2121 for the contracted services, however due to unexpected additional audit requirements additional GASB 68 and 75 reports were prepared for previous years not covered in the Service Agreement requiring payment by the Department which resulted in a reduction in the available 2020-2021 Fiscal Year budgeted allocation; and

WHEREAS, amendment of this Service Agreement will extend payment on FY2020 GASB reports, issue a credit to the City for three (3) years due to the miscalculation of the 3% CPI inflator cost, add a One-time Crossover Calculation Report and GASB 68 and GASB 75 Reporting Services for FY2023-24 with the total cost difference of Seven Thousand Nine Hundred Fifty-Seven Dollars and Ninety Cents ($7,957.90) between original agreement and amendment. The fees are as follows:

- Amendment
- One-time Crossover Calculation Report: $1,800.00
- GASB 68 Accounting Valuation for FY2023-24: $2,550.40
- GASB 75 'roll-forward' Actuarial Valuation for FY2023-24: $6,365.40
    - Credit: ($1,378.63)

WHEREAS, the Department will pay the difference in report fees in FY2021-22 as due date is extended by GovInvest and continue annual fees as set forth in the payment schedule so that the annual Software Agreement can run concurrently with City's fiscal year; and

WHEREAS, funds for this expenditure have been/will be appropriated in the Fiscal Year 2021-2022 through 2023-2024 annual budgets.

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 authorizing to enter into a first (1st) amendment to the Software Licensing Service Agreement to expand the scope of Post-Retirement Healthcare Benefit Actuarial Reporting Services to provide GASB 68 Accounting Valuation for Fiscal Year

2023-2024 and GASB 75 'Roll-Forward' Actuarial Valuation for Fiscal Year 2023-2024, and provide additional compensation for such services.

Section 2. That funds in the amount of $15,630.35 are available in the 2021-2022 Fiscal Year budget of the City Controller Department in Account No. 1001-650-000-4222.

Section 3. That a purchase order in the amount of $15,630.35 is hereby authorized to be established for GovInvest, Inc. to pay outstanding invoices.

Section 4. That the Revised Payment Schedule for the Software Licensing Service Agreement shall be as follows:

	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Pension	$10,000.00*	$12,250.00	$12,617.50	$12,996.03	$13,385.91	$13,787.48
OPEB	$10,000.00*	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09
GASB 68**	$2,200.00	$2,266.00	$2,333.98	$2,404.00	$2,476.12	$2,550.40
GASB 75 Full**	$12,500.00		$12,875.00		$13,261.25	
GASB 75 Roll-Forward**		$6,000.00		$6,180.00		$6,365.40
Credits to Original Agreement			***($386.02)	***($185.00)	***($807.61)	
Credit Applied			***($1,378.63)**			
FY 20-21 Report			$13,830.35			
TOTAL	$34,700.00	$30,516.00	$36,747.85	$32,189.03	$40,050.55	$33,958.36

*** Price reflected is per report*
****Credits issued in these fiscal years are all applied in FY20-21*

Section 5. That funds for payments in future fiscal years shall be funded in the fiscal year budget of the City Controller Office in Account No. 1001-650-000-4222.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, 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) 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

AMENDMENT TO SERVICE AGREEMENT

1. This SaaS Services Agreement Amendment ("Amendment") is entered into on this ___ day of ___, ___ between GovInvest, Inc. ("Company"), and the City of Compton ("Customer").

2. The SaaS Services Agreement ("Agreement") shall be amended to extend payment on FY2020 GASB reports, issue a credit to the City of Compton, and add GASB 68 and GASB 75 Reporting Services for FY 23-24 as outlined below. Payment and Term for this additional work is described below.

3. The Parties agree that the additional scope will provide to the City of Compton the following services (collectively, the "Services"):

   - GASB 68 Accounting Valuation for FY 23-24
   - GASB 75 'roll-forward' Actuarial Valuation for FY 23-24

4. The Payment for the additional services shall be made to GovInvest Inc., Torrance, California 90503.

   City of Compton agrees to pay for the services as follows:

   - FY 23-24: GASB 68 Accounting Valuation for FY2023: **$2,550.40**
   - FY 23-24: GASB 75 'roll-forward' Actuarial Valuation for FY2023: **$6,365.40**
     - Credit: **($1,378.63)**

Updated Payment Schedule

	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Pension Module	$10,000.00	$12,250.00	$12,617.50	$12,996.03	$13,385.91	$13,787.48
OPEB Module	$10,000.00	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09
GASB 68	$2,200.00	$2,266.00	$2,333.98	$2,404.00	$2,476.12	$2,550.40
GASB 75 Full	$12,500.00		$12,875.00		$13,261.25	
GASB 75 Roll-Forward		$6,000.00		$6,180.00		$6,365.40
Credits to original agreement			($386.02)	($185.00)	($807.61)	
Credit Applied			**($1,378.63)**			
FY 20-21 Report			$13,830.35			

- For FY2020 GASB reports, payment due date is extended to 07/01/2021 on invoice #2020-3010 for $13,830.35. Invoice will be resent on 06/01/2021.
- Invoice for the Pension and OPEB Modules 2021-2022 term as well as FY2021 GASB reports will be sent on 09/01/2021.

The City of Compton shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the City of Compton fails to pay for the Services when due, GovInvest has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

5. This Contract will remain in effect until the SaaS Services Agreement expires on 06/30/2024.

6. Except as set forth in this Amendment, the SaaS Services Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, COMPANY has executed this Amendment, and the **CUSTOMER,** by its City Manager, who is authorized to do so, has executed this Agreement.

GOVINVEST INC.

By: _____ Dated: _____
Ted Price, CEO

CITY OF COMPTON
Recommended for Approval

By: _____ Dated: _____
Sharon Rahban Navizadeh, City Controller

Approved by:

By: _____ Dated: _____
Craig Cornwell, City Manager

Approved as to form:

By: _____ Dated: _____
Damon M. Brown, City Attorney

ATTEST:

By: _____ Dated: _____
Alita Godwin, City Clerk

July 27, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT ($85,000.00)

SUMMARY

Adoption of this resolution by City Council will authorize the City Manager to establish a purchase order for Eighty-Five Thousand Dollars ($85,000.00) for Life Assist Medical Supplies, Inc. to purchase needed medical supplies and related equipment for the Compton Fire Department during Fiscal Year 2021-2022.

BACKGROUND

The Fire Department ("Department") currently operates three (3) paramedic units, four (4) engine companies and one (1) truck company. The Department responds to approximately 10,000 emergency medical services calls on an annual basis and these units must be stocked at all times with medical supplies and equipment to levels that are needed to provide care for the sick and injured.

STATEMENT_OF_ ISSUE

The Department solicited quotes for various items from three (3) vendors; Life Assist Medical Supplies (Life Assist"), Bound Tree, and Emergency Medical Products ("EMP"):

Item Description	Life Assist	Bound Tree	EMP
Glucagen 1mg, 1ml vial	$177.48 ea	$282.99 ea	No response
IV Catheter 18 GAx1.25"	$320.00 (cs)	$610.00 (cs)	No response
Naloxone, 2mg, Syringe	$396.60 (bx10)	$519.90 (bx10)	No response
Lidocaine, 2%, 5ml Syringe	$76.40 (bx10)	$84.90 (bx10)	No response
Glutose 15 mg	$13.29 (pk3)	$16.99 (pk3)	No response

Upon review of the quotes received; staff has determined that the quotes submitted by Life Assist Medical Supplies, Inc. ("Life Assist") will meet the needs of the Department.

Additionally, Life Assist is the vendor currently used by the Department and has provided exemplary service along with competitive pricing.

FISCAL IMPACT

Funds for this expenditure will be available in Account No. 1001-690-000-4260 of the 2021-2022 Fiscal Year budget.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT ($85,000.00)

WHEREAS, the City of Compton Fire Department ("Department") currently operates three paramedic units, four engine companies and one truck company; and

WHEREAS, the Department responds to approximately 10,000 emergency medical services calls on an annual basis and these units must be stocked at all times with medical supplies and equipment to levels that are needed to provide care for the sick and injured; and

WHEREAS, staff solicited quotes for the needed supplies from three (3) vendors; Life Assist Medical Supplies (Life Assist"), Bound Tree, and Emergency Medical Products ("EMP"):

Item Description	Life Assist	Bound Tree	EMP
Glucagen 1mg, 1ml vial	$177.48 ea	$282.99 ea	No response
IV Catheter 18 GAx1.25"	$320.00 (case)	$610.00 (case)	No response
Naloxone, 2mg, Syringe	$396.60 (bx10)	$519.90 (bx10)	No response
Lidocaine, 2%, 5ml Syringe	$76.40 (bx10)	$84.90 (bx10)	No response
Glutose 15 mg	$13.29 (pk3)	$16.99 (pk3)	No response

On review of the quotes for various needed supplies and equipment, staff has determined that the quotes submitted by Life Assist will meet the needs of the Department and was the lowest most responsible quote; and

WHEREAS, Life Assist is the vendor currently used by the Department and has provided exemplary service along with competitive pricing; and

WHEREAS, funding for this expenditure have been budgeted in the Fire Department's 2021-2022 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 establish a purchase order for Life Assist Medical Supplies, Inc. in the amount of Eighty-Five Thousand Dollars and Zero Cents ($85,000.00).

SECTION 2. That funds for this expenditure are available in the Fire Department's 2021-2022 Fiscal year budget in Account No. 1001-690-000-4260.

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Attorney, 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

July 27, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY TREASURER AND CITY CONTROLLER**

SUBJECT: **REQUEST FOR COUNCIL WORKSHOP – INVESTMENT OPTIONS FOR THE CITY'S PENSION FUND**

SUMMARY

The City Treasurer and City Controller are requesting to schedule a workshop on Tuesday, September 7, 2021, at 4:00 p.m. to discuss investment options for the excess cash in the City's pension fund.

BRANDON MIMS
CITY TREASURER

SHARON RAHBAN
CITY CONTROLLER

July 27, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **REQUEST TO SCHEDULE A JOINT PUBLIC HEARING**

The purpose of this joint Public Hearing between the City Council and the Successor Agency for consideration of approval of a proposed Purchase and Sales Agreement ("Agreement"), which provides for the sale of the "Notch Parcel" by the City of Compton (acting in its capacity as Housing Successor Agency) and the sale of the property located at 250 N. Central Avenue to Olson Urban Housing, LLC (Developer) for the purpose of development of "Affordable Housing" units.

Staff requests that the City Council schedule a public hearing on this matter for **Tuesday, September 21, 2021** at **6:15 p.m**.

RONERICK D. SIMPSON
CITY MANAGER

July 27, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER** RS

SUBJECT: **REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS**

Recommendation:	Authorize travel to attend the Independent Cities Association 61st Annual Summer Seminar
Authorization For:	Councilmembers – M. Chamber, I. Galvan, J. Bowers, Mayor E. Sharif
Location:	Santa Barbara, CA
Meeting Date:	August 26, 2021 thru August 29, 2021
Approximate Cost:	Registration: $800 (Per attendee) Hotel: $389 per night (plus taxes and fees) Transportation: N/A Per Diem: Receipts required (Not to exceed $75 per day)
Source of Funds:	General Fund
Purpose:	The purpose of attending the Independent Cities Association 61st Annual Winter Seminar is to learn and discuss issues that are impacting our city.

July 27, 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. 2020-002, A REQUEST TO CHANGE THE ZONING CLASSIFICATION OF 1950 NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO SPECIFIC PLAN AND TO ADOPT THE 134TH STREET AND CENTRAL SPECIFIC PLAN

SUMMARY

Adoption of the attached ordinance will change the zoning of 1950 North Central Avenue from Low Density Residential ("LDR") to Specific Plan ("SP") and adopt the 134th and Central Specific Plan.

BACKGROUND

The Olson Company is proposing a zone change and Specific Plan to develop a gated community consisting of 29 detached townhouse style condominiums on a three-acre site located at the northeast corner of 134th Street and North Central Avenue.

City Council approval of General Plan and Zoning Code Amendments permit the submission, review and approval of a Specific Plan subject to an applicant first amending General Plan Land Use Designation and site zoning to SP. The applicant, Olson Company has previously submitted and received approval of a General Plan Amendment to change the existing Land Use Designation from LDR to SP in May of this year and now is requesting approval of a zone change to SP and adoption of the 134th and Central Specific Plan.

The site, which is currently owned by the Housing Successor Agency, used to be a 40,000 square foot commercial bowling alley built in 1962 that ceased operation in 1970. The building was reopened in 1984 as a skating rink, but closed down in 1988. The site has been vacant since 1988.

STATEMENT OF ISSUE

Change of Zone

The applicant is proposing a zone change from the current zoning classification of LDR, which allows lots with a minimum lot size of 5,000 square feet and one unit per lot, to

the proposed SP zone, which permits more flexible development regulations and a higher density. The proposed zone change to SP is appropriate for the site and the surrounding area. The surrounding area is traditional single family detached residential with a density of eight units per acre. The proposed SP is proposing a density of 9.xx single-family detached units per acre. Both the land use and density proposed are compatible with the existing land uses in the area. Staff has no concerns regarding the land use or proposed density of the change of zoning to SP.

Specific Plan Proposal

The proposed Project is a gated 29-unit townhouse style condominium development on a vacant three-acre site formerly used as a bowling alley and skating rink. The development will be fully enclosed with seven-foot high decorative masonry walls with columns with capstones and decorative metal gates. The vehicle ingress/egress to the development is from 134th Avenue with secondary/emergency access from Central Avenue. The main access entry area will allow the stacking of two vehicles behind the call box without encroaching into the street.

The main entry area has also been designed with decorative pavers and room to accommodate a turn-around for vehicles that are not granted entrance into the development. The secondary emergency access will always remain closed unless needed by the Fire Department. The driving surface will be paved with a turf block/grasscrete, which will allow for landscaping to grow and create the appearance of a grassy area, but provide a hard all weather driving surface for the Fire Department.

Abutting the main access area is the primary common open space area for the Project. This common open space area is approximately 2,900 square feet and contains a grass area with sidewalk around the perimeter. The amenities include the Project mailboxes, shade structure, tables and benches, as well as smaller tables and chairs.

No separate designated guest parking area is proposed for this Project. Instead, the Project is proposing to use the 18-foot deep driveways in front of each unit as guest parking. Guest parking is subject to City Council approval as permitted in the Specific Plan ordinance. Staff, however, has expressed concerns to the developer regarding the lack of a separate guest parking area within the Project.

The interior circulation within the Project consists of a single 26-foot wide main private street with seven 20-foot wide connecting driveways. Each driveway is approximately 80 feet deep and will service four (4) condominium homes.

All 29 units have a townhome style design in that all the units are detached, freestanding and have five foot high interior privacy fencing between the units providing a small private yard for each unit. The homes will contain a mix of two similar models using a Spanish Colonial and Santa Barbara architectural style in two different elevations per model. Both models and each variation will use the same building

materials but different color palettes. All of the proposed units will have three (3) bedrooms and two and one-half (2.5) baths with an option for a fourth bedroom. All units have an attached 2-car garage. Each unit will include landscaping, patio and porch space, some units have a covered 2-story balcony.

The exterior materials will consist of concrete roof tiles, stucco, decorative wood, decorative window and door trim, etc. All units located along the streets and along the interior private main road have 'enhanced' building elevations consisting of wood window framing to provide additional street view visual interest.

Staff performed a thorough review of the Project, including recommendations for separate designated guest parking area, additional amenities in the common open space as well as relocating the open space area in the center of the Project and proposing a third model with brick or ledger stone wainscoting. Unfortunately, due to several site constraints, off-site public improvements (required by the City) and financial feasibility issues, the applicant is only able to potentially provide BBQ grill/table into the Project.

The table below provides information on the unit types, numbers, size and private space.

Unit Type	No. of Units/Type	Habitable (sq. ft.)/Type	No. Bedrooms/Baths	Parking/Unit	Fenced Private Yard (sq. ft.)
Plan 1 Spanish Colonial	14	1,680 sq. ft.	3/2.5	Attached 2-Car Garage	390
Plan 2 Santa Barbara	15	1,797 sq. ft.	3/2.5	Attached 2-Car Garage	504

The Project will be the first Specific Plan in the City of Compton. However, as proposed, the Project does not fully comply with all of the proposed Specific Plan Development Standards related to open space amenities; however, the City Manager's Office is recommending a "One-Time" exemption to these two provisions within the draft Specific Plan based on the financial feasibility, site constraints, and off-site public improvements (required by the City). The Specific Plan Ordinance grants flexibility for determining the setbacks, parking, wall/fence heights, landscaping, open space, private open space, and private storage areas shall be established via conditions of approval as permitted by the Planned Development Zone.

TYPE OF DEVELOPMENT STANDARD	ZONING CODE REQUIREMENT	PROVIDED	MEET ZONING CODE REQUIREMENT?
Density	175 units/acre max.	9.58 units/acre max.	Yes
Maximum Building Height	35 ft.		Yes (23'-6")
Building Setbacks* • 134th Street (front). • Central Ave. (side)	To be establish by adopted Specific Plan	• 0 from the 134th Street property line • 0 from Central Ave property line	Yes
Open Space	10% min.	40%	Yes
Private Open Space	50 sq. ft.	Between 390-504 sq. ft.	Yes
Private Storage Area	200 cubic feet min.	Option upgrade	Yes
Amenities	Meeting Room plus two additional amenities • BBQ & tables • Tot Lot, or • Pool/Jacuzzi	Shade Structure, Tables and chairs	No
Parking	2-Car garage per unit plus 7 guest parking stalls	Attached 2-Car garage per unit plus guest parking in driveways.	Yes
Building Setbacks	Custom	Front 12 feet Rear 10 feet Side 3.5 feet	Yes

Traffic Impact Study

A Traffic Impact Analysis/Study was also prepared for the proposed development by RK Engineering Group. The report evaluated the potential traffic impacts created by the proposed development. According to the report it is estimated that the proposed Project when completed and occupied will generate an increase of up to 274 daily vehicle trips with 21 trips during the "A.M." peak hour and 29 trips during the "P.M." peak hour. Two nearby intersections were studied (i.e. 134th Street and Central Avenue and 134th Street and Parmelee Avenue).

The study evaluated the potential traffic growth of the existing development in the area plus the added future traffic conditions from the Project using both Level of Service ("LOS") and Vehicle Miles Traveled ("VMT") standards and determined that no

significant traffic impacts were caused by the proposed development. However, the traffic study identified the 134th Street and Central Avenue intersection as currently operating at level of service "F" on an "A to F" scale with "LOS D" being the acceptable minimum standard. Since state law changed in 2021 requiring CEQA traffic reports to stop analyzing LOS and switch to VMT as the metric to measure a projects' potential traffic impacts, adverse LOS impacts do not have to be mitigated.

According to the State, as long as the Project shows its potential VMT being reduced, a Project, theoretically has no impacts. Although the Project is contributing to the volume of traffic using the 134th Street and Central Avenue intersection, legally and technically it does not have to mitigate any Project impacts. The applicant however, is willing to contribute a fair share amount toward the installation of a traffic signal at this intersection. This will be documented voluntary as a condition of approval. A copy of the Traffic Study can be found in the Final IS/MND as appendix 'F'.

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 Parker 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 14 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 twenty (20) day public review period from March 4, 2021 to March 24, 2021.

FISCAL IMPACT

There is no direct fiscal impact to the General Fund that will result from the adoption of the attached Ordinance. The proposed Change of Zone Ordinance/Specific Plan establishes the zone and development regulations pertaining to development of the subject site, 1950 North Central Avenue. Additionally, the Project will include two (2) Affordable Housing Units and increase the City's property tax base.

FINDINGS FOR APPROVAL OF CHANGE OF ZONE CASE NO. 2020-002:

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;

The Change of Zone from LDR to the SP Zone will be in conformance with the existing General Plan Land Use Designation of SP and will therefore achieve consistency between the General Plan and Zoning map. The General Plan Amendment approved by the City on May 11, 2021 allows the residential density proposed by the zone change. Further, the Project is also consistent with the General Plan in that the proposed zone of Specific Plan will be consistent with existing land use patterns of the surrounding neighborhood and the policies of the General Plan including the Housing Element and Land Use Element, including:

Land Use Goal 5. The City of Compton will work to rehabilitate and conserve the existing neighborhoods.

The Project is consistent with Land Use Goal 5 because it converts a currently vacant and previously distressed site into single-family residential use consistent with adjacent existing neighborhoods to the north, west and south.

Housing Goal 2. Provide a variety of types and an adequate supply of housing to meet the existing and future needs of City residents.

The Project is consistent with Housing Goal 2 because it provides a small condominium based single-family housing product affordable to a range of household incomes.

Housing Goal 3. Eliminate conflicts between residential and nonresidential uses.

The Project is consistent with Housing Element Goal 3 because it replaces a former commercial use with a small residential site single-family product that provides a compatible transition between the adjacent existing single-family neighborhoods to the north, west and south and the institutional and industrial type uses to the east.

Housing Goal 4. Increase opportunities for homeownership.

The Project is consistent with Housing Element Goal 4 because it provides for sale single-family housing units at attainable pricing, with two units at rates affordable to moderate income incomes.

Housing Goal 5. Promote equal opportunity for all residents to reside in the housing of their choice.

The Project is consistent with Housing Element Goal 5 because it provides for sale single-family housing units at attainable pricing, with two units at rates affordable to moderate income incomes.

Housing Goal 7. Reduce overall housing costs through programs to reduce energy costs.

The Project is consistent with Housing Element Goal 7 because it provides energy efficient housing consistent with the Green Building Code, including solar, electrical vehicle charging outlets, energy star–labeled products and appliances.

Air Quality Element Goal 3. Reduce emissions associated with vehicle miles traveled by providing a balance of jobs and housing.

The Project is consistent with Air Quality Element Goal 3 because it replaces a previous commercial use with residential, in close proximity to available bus transit.

Air Quality Element Goal 4. Reduce emissions associated with energy consumption.

The Project is consistent with Air Quality Element 4 because it provides energy efficient housing consistent with the Green Building Code, including solar, electrical vehicle charging outlets, energy star–labeled products and appliances.

Air Quality Element Goal 5. Reduce air pollution emissions and impacts through site planning and building design.

The Project is consistent with Air Quality Element 5 because it is an infill development and provides energy efficient housing consistent with the Green Building Code.

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; and

The Change of Zone from LDR to SP Zone is more suitable for the subject site than the uses currently permitted. The density of the Project is more consistent with the residential density allowed by the new land use designation because the new designation accommodates the Project's density, whereas the LDR designation does not. Further, the SP designation for the Project site, with a density of less than 10 dwelling units per acre, will be consistent with existing low density residential land use patterns of the surrounding neighborhood.

c. That the uses permitted in the proposed zone and/or land use classification will not be detrimental to the surrounding area.

Changing the land use designation of the Project site to a medium density residential under the proposed 134th & Central Specific Plan is consistent with the redevelopment of the site and surrounding and proposed mixed uses.

This transition would redevelop a vacant residentially zoned site with 29 architecturally cohesive residential single-family houses, including landscaping and amenities, which would be beneficial to the site and surrounding area. The Project site is surrounded by single family residential on the north, south and west. Immediately north and south of the site, the single-family houses are two-story. The majority of the other surrounding single-family houses are single-story. East of North Water Way, is the two-story KIPP School. The new zoning will be cohesive with, and enhance the community by providing much needed housing to the already residential community, including two affordable dwelling units. The investment in the City, with the creation of new housing, and the investment of millions of dollars in the City, along with the Project's new landscaping and setbacks, will improve the surrounding area, and not be detrimental.

Additionally, the MND has identified no significant environmental impacts after mitigation. There are no detrimental, public health or safety impacts. Therefore, the Change of Zone will be not be detrimental to the surrounding area in that it would allow for coordinated and comprehensive development of the Project Site, which will have positive environmental, economic and fiscal impacts for the community.

FINDINGS FOR APPROVAL OF 134TH AND CENTRAL SPECIFIC PLAN:

1. *The proposed Specific Plan (amendment) is consistent with the General Plan goals, policies, and implementation programs.*

The proposed Specific Plan in that the proposed Change of Zone will advance the following General Plan 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.*
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.*

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.*

The current development standards within Chapter 30 of the Compton Municipal Code do not fully permit the type of proposed development proposed by the applicant. Additional flexibility above the typical Low Density to Medium Density Residential development residential standards is needed to enable the proposed single-family detached condominium development and which is provided by the proposed Specific Plan.

3. *The administration and permit processes within the Specific Plan (amendment) are consistent with the administration and permit processes of the Zoning Ordinance.*

The proposed Specific Plan has been reviewed and processed as a Change of Zone application consistent with the adopted regulations in section 30-28 governing the review and adoption of zone changes. All required permit processes and procedures have been complied with including review by the Planning Commission.

4. *The Specific Plan (amendment) will not be detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood or result in a downgrade for the community.*

The proposed Specific Plan has been reviewed by all relevant City departments and reviewed in conjunction with Mitigated Negative Declaration 948 and mitigation measure have been incorporated to reduce the level of impacts to below levels of significance.

The proposed development will consist of 29 detached single-family homes with attached two car garages on a long tern vacant blighted property. The proposed homes will be of similar size and character as the existing detached single-family homes in the surrounding neighborhood. Development of the site will be a benefit to the community.

5. *The Specific Plan (amendment) will not adversely affect such necessary community services as traffic, circulation, sewage disposal, fire protection, and water supply.*

The Specific Plan Mitigated Negative Declaration (MND) analyzed the as part of its comprehensive review of the Project the potential impacts on Utility services. The MND did not identify any adverse impacts on utility services. In addition, the Project was reviewed by the City Public Works, Water and Fire Departments and no potential adverse impacts or deficiencies were identified. Additionally, the Project will be subject to the payment of impact fees at the time of building permits.

RECOMMENDATION

Staff recommends the City Council approve the proposed Change of Zone Case No. 2020-0002 and 134th and adoption of the 134th and Central Specific Plan.

ROBERT DELGADILLO, SENIOR PLANNER
PLANNING DIVISION
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

Exhibits

1) Aerial Map
2) General Plan Map
3) Zoning Map
4) Specific Plan Document
5) Initial Study/Negative Declaration No. 948
6) Project Plans

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE CASE NO. 2020-002, A REQUEST TO CHANGE THE ZONING CLASSIFICATION OF 1950 NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO SPECIFIC PLAN AND TO ADOPT THE 134TH STREET AND CENTRAL SPECIFIC PLAN

WHEREAS, the Olson Company has made application for a Change of Zone in accordance with Section 30-28 of the Compton Municipal Code to change the zoning classification from Low Density Residential ("LOW DENSITY RESIDENTIAL") to Specific Plan ("SP") and to adopt the associated 134th & Central Specific Plan for the certain real property situated in the City of Compton, legally described as follows:

APN 6145-003-902; located at 1950 N. Central Ave., Compton, California (the "Project Site"); and

WHEREAS, an application for the 134 & Central Specific Plan Project (the Project"), was filed by the Project applicant, the Olson Company, with the City of Compton on July 16, 2020, and deemed complete on February 15, 2021. The entitlement requests (collectively, "Entitlements") include:

1. General Plan Amendment Case No. GPA20-0002 to amend the General Plan Land Use designation of the Project Site to Specific Plan.

2. Zone Change Case No. ZC20-0002 to amend the zoning map in order to designate the Project Site as Specific Plan.

3. Tentative Tract Map No. 83170 to subdivide the Project Site.

4. 134th & Central Specific Plan Document for the establishment of the 134th & Central Specific Plan, consisting of 29 condominium units; and

WHEREAS, the Project Site is within the Low Density Residential ("LDR") Land Use Designation of the Zoning Ordinance, which does not permit the density of the Project; and

WHEREAS, the Specific Plan designation would accommodate the Project's density of 9.6 units per acre; and

WHEREAS, Zone Change No. 2020-002 will change the zoning designation of APN 6145-003-902 from Low Density Residential to Specific Plan; 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. 2020-002 was processed in accordance with CMC § 30-28 and findings made therefor, as set forth below; 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, in accordance with the California Environmental Quality Act ("CEQA"; Public Resources Code, § 21000 et seq.), the City is the lead agency and the City Council is the decision-making body for the Project; and

WHEREAS, Initial Study and Mitigated Negative Declaration No. 948 ("MND") was prepared for this Project in accordance with CEQA, and that the Project would not have a significant effect on the environment; and

WHEREAS, the notice of intent along with the MND 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 onthe 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 Project; and

WHEREAS, on June 16, 2021 the Planning Commission held a duly noticed public hearing where it reviewed and considered the MND, the Mitigation Monitoring and Reporting Program, and any comments provided thereon, and adopted Resolution No. 4014, which includes a recommendation that the City Council adopt the MND, adopt the Mitigation Monitoring and Reporting Program and impose all mitigation measures on the Project, as conditions of approval; and

WHEREAS, at the June 16, 2021 hearing, the Planning Commission also recommended that the City Council approve Change of Zone and Specific Plan in adopting Resolution No. 4014 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 theCity Council on July 13, 2021; and

WHEREAS, the MND on the Project was adopted by the City Council at the public hearing of July 13, 2021; and

WHEREAS, the City Council considered all the information presented pertaining to the Change of Zone No. 2020-002; and

WHEREAS, the City Council being fully informed:

F I N D S

Based on the above recitals and the facts in the entire record, including, without limitation, the Mitigated Negative Declaration, oral and written testimony and other evidence received at the public hearings, reports and other transmittals from City staff to the Planning Commission and the City Council, and upon studies and investigations made by the Planning Commission and the City Council, the City Council finds that the Project meets the criteria required to approve a Zone Change, and Specific Plan per Compton Municipal Code § 30-28.2 and 30-54 as follows:

1. ZONE CHANGE

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;*

The Change of Zone from Low Density Residential to the Specific Plan Zone will be in conformance with the existing General Plan Land Use Designation of Specific Plan and will therefore achieve consistency between the General Plan and Zoning map. The General Plan Amendment approved by the City on May 11, 2021 allows the residential density proposed by the zone change. Further, the Project is also consistent with the General Plan in that the proposed zone of Specific Plan will be consistent with existing land use patterns of the surrounding neighborhood and the policies of the General Plan including the Housing Element and Land Use Element, including:

Land Use Goal 5. The City of Compton will work to rehabilitate and conserve the existing neighborhoods.

The Project is consistent with Land Use Goal 5 because it converts a currently vacant and previously distressed site into single-family residential use consistent with adjacent existing neighborhoods to the north, west and south.

Housing Goal 2. Provide a variety of types and an adequate supply of housing to meet the existing and future needs of City residents.

The Project is consistent with Housing Goal 2 because it provides a small condominium based single-family housing product affordable to a range of household incomes.

Housing Goal 3. Eliminate conflicts between residential and nonresidential uses.

The Project is consistent with Housing Element Goal 3 because it replaces a former commercial use with a small residential site single-family product that provides a compatible transition between the adjacent existing single-family neighborhoods to the north, west and south and the institutional and industrial type uses to the east.

Housing Goal 4. Increase opportunities for homeownership.

The Project is consistent with Housing Element Goal 4 because it provides for sale single-family housing units at attainable pricing, with two units at rates affordable to moderate income incomes.

Housing Goal 5. Promote equal opportunity for all residents to reside in the housing of their choice.

The Project is consistent with Housing Element Goal 5 because it provides for sale single-family housing units at attainable pricing, with two units at rates affordable to moderate income incomes.

Housing Goal 7. Reduce overall housing costs through programs to reduce energy costs.

The Project is consistent with Housing Element Goal 7 because it provides energy efficient housing consistent with the Green Building Code, including solar, electrical vehicle charging outlets, energy star–labeled products and appliances.

Air Quality Element Goal 3. Reduce emissions associated with vehicle miles traveled by providing a balance of jobs and housing.

The Project is consistent with Air Quality Element Goal 3 because it replaces a previous commercial use with residential, in close proximity to available bus transit.

Air Quality Element Goal 4. Reduce emissions associated with energy consumption.

The Project is consistent with Air Quality Element 4 because it provides energy efficient housing consistent with the Green Building Code, including solar, electrical vehicle charging outlets, energy star–labeled products and appliances.

Air Quality Element Goal 5. Reduce air pollution emissions and impacts through site planning and building design.

The Project is consistent with Air Quality Element 5 because it is an infill development and provides energy efficient housing consistent with the Green Building Code.

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; and

The Change of Zone from Low Density Residential to Specific Plan Zone is more suitable for the subject site than the uses currently permitted. The density of the Project is more consistent with the residential density allowed by the new land use designation because the new designation accommodates the Project's density, whereas the Low Density Residential designation does not. Further, the Specific Plan designation for the Project site, with a density of less than 10 dwelling units per acre, will be consistent with existing low density residential land use patterns of the surrounding neighborhood.

c. That the uses permitted in the proposed zone and/or land use classification will not be detrimental to the surrounding area.

Changing the land use designation of the Project site to a medium density residential under the proposed 134th & Central Specific Plan is consistent with the redevelopment of the site and surrounding and proposed mixed uses.

This transition would redevelop a vacant residentially zoned site with 29 architecturally cohesive residential single-family houses, including landscaping and amenities, which would be beneficial to the site and surrounding area. The Project site is surrounded by single family residential on the north, south and west. Immediately north and south of the site, the single-family houses are two-story. The majority of the other surrounding single-family houses are single-story. East of North Water Way, is the two-story KIPP School. The new zoning will be cohesive with, and enhance the community by providing much needed housing to the already residential community, including two affordable dwelling units. The investment in the City, with the creation of new housing, and the investment of millions of dollars in the City, along with the Project's new landscaping and setbacks, will improve the surrounding area, and not be detrimental.

Additionally, the MND has identified no significant environmental impacts after mitigation. There are no detrimental, public health or safety impacts. Therefore, the Change of Zone will be not be detrimental to the surrounding area in that it would allow for coordinated and comprehensive development of the Project Site, which will have positive environmental, economic and fiscal impacts for the community.

2. SPECIFIC PLANECIFIC PLAN

a. The proposed Specific Plan (amendment) is consistent with the General Plan goals, policies, and implementation programs.

The proposed Specific Plan in the proposed Change of Zone will advance the following General Plan 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 Plan and similar planning approaches as means to focus revitalization efforts on target neighborhoods.*
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.*

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.

The current development standards within Chapter 30 of the Compton Municipal Code do not fully permit the type of proposed development proposed by the applicant. Additional flexibility above the typical Low Density to Medium Density Residential development residential standards is needed to enable the proposed single-family detached condominium development and which is provided by the proposed Specific Plan.

c. *The administration and permit processes within the Specific Plan (amendment) are consistent with the administration and permit processes of the Zoning Ordinance.*

The proposed Specific Plan has been reviewed and processed as a Change of Zone application consistent with the adopted regulations in section 30-28 governing the review and adoption of zone changes. All required permit processes and procedures have been complied with including review by the Planning Commission.

d. *The Specific Plan (amendment) will not be detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood or result in a downgrade for the community.*

The proposed Specific Plan has been reviewed by all relevant City departments and reviewed in conjunction with Mitigated Negative Declaration 948 and mitigation measure have been incorporated to reduce the level of impacts to below levels of significance. The proposed development will consist of 29 detached single-family homes with attached two car garages on a long tern vacant blighted property. The proposed homes will be of similar size and character as the existing detached single-family homes in the surrounding neighborhood. Development of the site will be a benefit to the community.

e. *The Specific Plan (amendment) will not adversely affect such necessary community services as traffic, circulation, sewage disposal, fire protection, and water supply.*

The Specific Plan Mitigated Negative Declaration (MND) analyzed the as part of its comprehensive review of the project the potential impacts on Utility services. The MND did not identify any adverse impacts on utility services. In addition, the project was reviewed by the City Public Works, Water and Fire Departments and no potential adverse impacts or deficiencies were identified. Additionally, the project will be subject to the payment of impact fees at the time of building permits.

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

Section 1. That Specific Plan Mitigated Negative Declaration No. 948 and Mitigation Monitoring and Reporting Program for the Project is hereby adopted. 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 1950 North Central Avenue, Compton, California (APN 6145-003-902) is hereby changed from Low Density Residential to Specific Plan.

Section 3. That If any section, subsection, subdivision, sentence, clause, phrase, or portionof 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 and Community Development Department (Planning and Building and Safety Divisions).

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

CITY OF COMPTON

AERIAL MAP

General Plan Amendment Case No. 2021-0002
Change of Zone Case No. 2020-0002
Zoning Text Amendment Case No. 21-0001
Tentative Tract Map No. 83170
Mitigated Negative Declaration No. 948
1950 N. Central Ave.

Legend

City Limits

parcels

N

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CITY OF COMPTON

EXISTING GENERAL PLAN MAP

General Plan Amendment Case No. 2021-0002
Change of Zone Case No. 2020-0002
Zoning Text Amendment Case No. 21-0001
Tentative Tract Map No. 83170
Mitigated Negative Declaration No. 948
1950 N. Central Ave.

Legend

- City Limits
- parcels
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- General Commercial (GC)
- Mixed Use (MU)
- Specific Plan (SP)
- Industrial (I)
- Open Space/Parks (O)
- Public/Quasi-Public (P)
- Transportation

N

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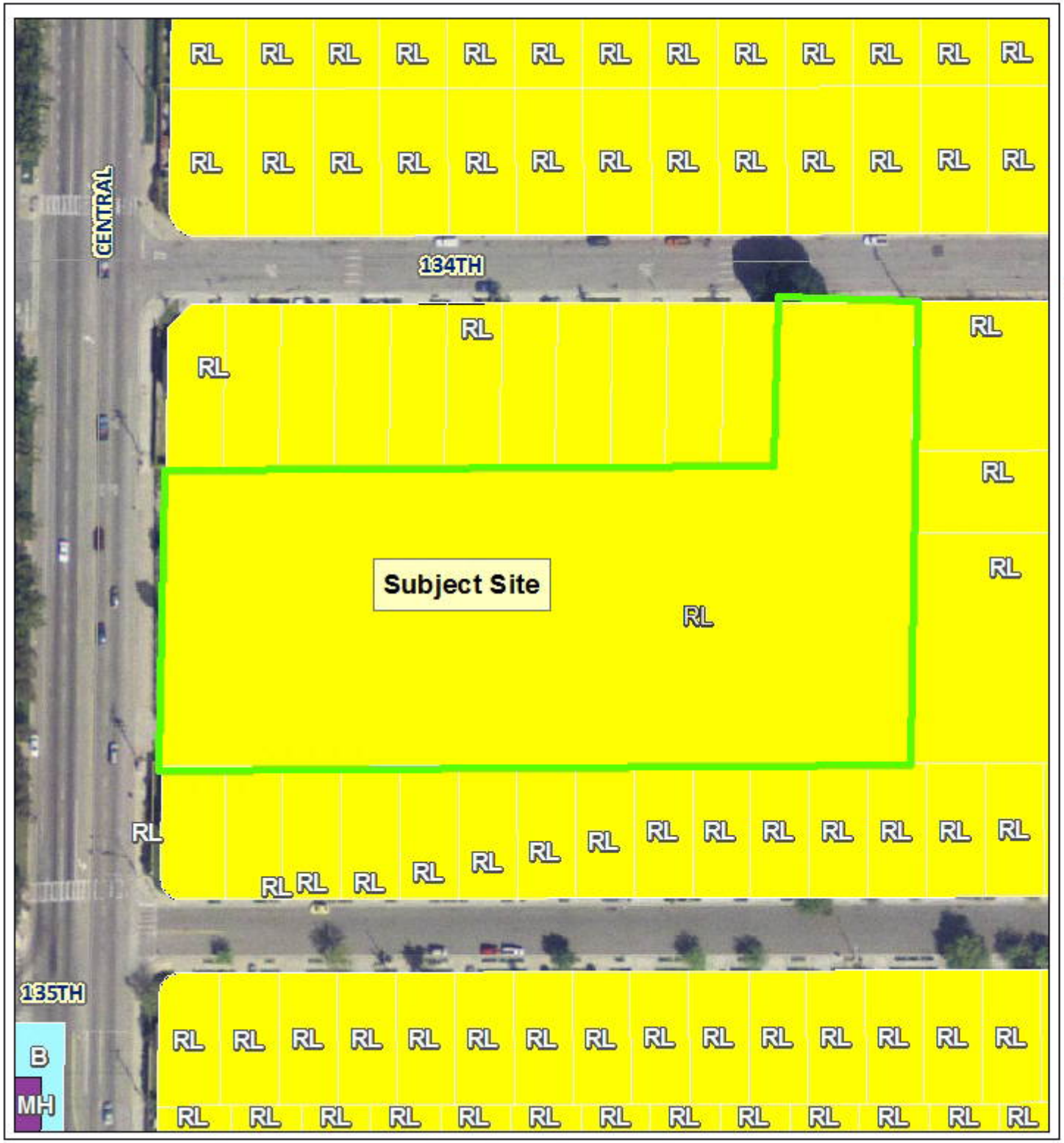

CITY OF COMPTON

EXISTING ZONING MAP

General Plan Amendment Case No. 2021-0002
Change of Zone Case No. 2020-0002
Zoning Text Amendment Case No. 21-0001
Tentative Tract Map No. 83170
Mitigated Negative Declaration No. 948
1950 N. Central Ave.

Legend

- City Limits
- parcels
- 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

N

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134TH & CENTRAL SPECIFIC PLAN

Prepared for:
CITY OF COMPTON
Community Development Department
205 S. Willowbrook Avenue
Compton, California 90220

MARCH 4, 2021

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I. INTRODUCTION

This Section provides a brief description of the Project and a description of the Purpose and Authority of the Specific Plan.

A. Project Summary

The 134TH & CENTRAL Specific Plan is a residential community on approximately 3.0 acres, located at 1950 North Central Avenue in the City of Compton. The 134TH & CENTRAL community consists of 29 townhome dwellings.

B. Specific Plan Purpose

A specific plan is a tool that is used for the systematic implementation of a general plan for all or part of the area covered by the general plan. It effectively establishes a link between implementing policies of the general plan and the individual development proposals in a defined area. As such, the purpose of this 134TH & CENTRAL SPECIFIC PLAN is to provide the City of Compton with policies and regulations to ensure efficient, orderly development of the subject property in accordance with the City's adopted General Plan.

While the City of Compton General Plan and Zoning Code covers the entire City, the 134TH & CENTRAL SPECIFIC PLAN concentrates on the individual development issues of approximately 3.0 acres of land located at 1950 North Central Avenue. This Specific Plan establishes regulations specific to the subject property relative to land use, site planning, and building intensity, as well as design guidelines that allow for innovation in architecture, landscaping and building arrangements that would not otherwise be permitted by the City of Compton Zoning Code. All future implementing actions (development plans, tract maps, site plans, and other similar entitlements) for property located within the boundaries of this Specific Plan are required to be consistent with the standards and guidelines set forth in this document.

C. Authority for the Specific Plan

This Specific Plan is a regulatory document prepared pursuant to the provisions of California Government Code §§ 65450 through 65457, which grants local government agencies the authority to prepare and adopt specific plans. According to the California Government Code, a specific plan shall include the including the following information:

1. **Text and a diagram which specify all of the following in detail**:
    a) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.

b) 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.

c) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

d) A program of implementation measures including regulations, programs, public works projects, and financing measures, necessary to carry out items (1), (2) and (3).

2. **A statement of the relationship of the Specific Plan to the General Plan:**

This Specific Plan includes each of the required elements listed above and establishes the essential link between the policies of the General Plan and the 134TH & CENTRAL property. All future development plans and implementing actions within 134TH & CENTRAL are required to be consistent with the regulations set forth in this Specific Plan. Where this Specific Plan is silent, applicable sections of the City Zoning Code and other regulations shall apply.

Furthermore, all regulations, conditions, standards and guidelines contained herein shall be deemed distinct and independent provisions of the Specific Plan. If any section, clause, phrase, or portion of this document is for any reason to be invalid by the decision of any federal or state court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Specific Plan.

D. Specific Plan Objectives

Adoption and implementation of this Specific Plan aims to achieve the following objectives for the benefit of the community:

1. Urban Design Framework
   a) Provide a master planned residential community that demonstrates a high quality standard of excellence for the City of Compton.
   b) Provide attractive design and compatible building forms to blend with and enhance surrounding developments in the proximity of 134th and Central.
   c) Provide a cohesive development with ample amenities to ensure a desirable place to live, including common and private open spaces, and enhanced paving and landscaping.
2. Development Standards
   a) Provide building height and density that creates a viable community and allows for transition between surrounding residential, mixed use, institutional and storage uses.

b) Allow for parking standards that encourage use of transit, bicycle and pedestrian connections.

c) Allow for reduced home site sizes and setbacks that support a medium density single family neighborhood enhanced with both private and common open spaces.

3. Site Circulation

a) Improve vehicular access and enhance pedestrian, bicycle and transit oriented characteristics.

b) Establish walkable connections within the site and to nearby schools, parks and commercial uses.

4. Efficient Residential Development

a) Increase the variety of housing types, sizes, and price points within Compton in order to provide housing opportunities for a wider range of residents.

b) Provide residential unit options for affordable to moderate income buyers.

c) Promote the development of housing in close proximity to employment, transportation and activity centers.

5. Sustainable Communities

a) Promote infill, medium density development, which is more energy efficient than single lot residential development.

b) Provide contemporary energy efficient housing compliant with the Green Building Code, including energy efficient appliances, low water use plumbing and solar.

II. PROJECT SETTING

This Section provides a description of the existing conditions of the Project Site and its surroundings.

A. Project Location

Regionally, the Project site consists of approximately 3.0 acres located within the Los Angeles County, south of Interstate 105 (I-105), north of State Route 91 (SR-91), west of Interstate 110 (I-110) and east of Interstate 710 (I-710) within the jurisdiction of the City of Compton. (Reference Figure II-1, Project Regional Location Map.)

Locally, the Project site is addressed as 1950 North Central Avenue, Compton, California 90222. Assessor parcel number for the property is 6145-003-902. (Reference Figure II-2, Project Site Aerial Location Map.)

Figure II-1 Regional Location Map

Figure II-2 Project Site Aerial Location Map

B. Project Site and Surroundings

The Project site is currently vacant, with the majority of the site paved with asphalt or covered with concrete, and the remnants of the old building footings and slabs. A small portion of the site contains non-native shrubs and grass. Existing access to the site are from two main access points along the west frontage on N. Central Avenue and a third access is located along the site frontage on W. 134th Street.

Topography is generally flat, varying with elevations of approximately 93 to 99 feet above mean sea level (MSL). Site drainage flows north toward the existing storm drain in 134th Street.

Previously, the site contained a 40,000 square foot commercial building that was built as a bowling alley in 1962. The interior of the building was destroyed by fire in the 1970's. The building laid dormant up to 1984, when it was renovated and opened as a Skateland U.S.A., where local youths could skate. Within a few months, Skateland became a popular hip-hop venue, and operated as a successful nightclub as well as a skating rink. However, by 1988, neighborhood crime forced the venue to close. The building was used as a storage facility until its permanent closure and demolition. (Reference Figures II-3 through II-6, Site Photo Legend and Site Photos.)

Figure II-3 Project Site Photo Legend

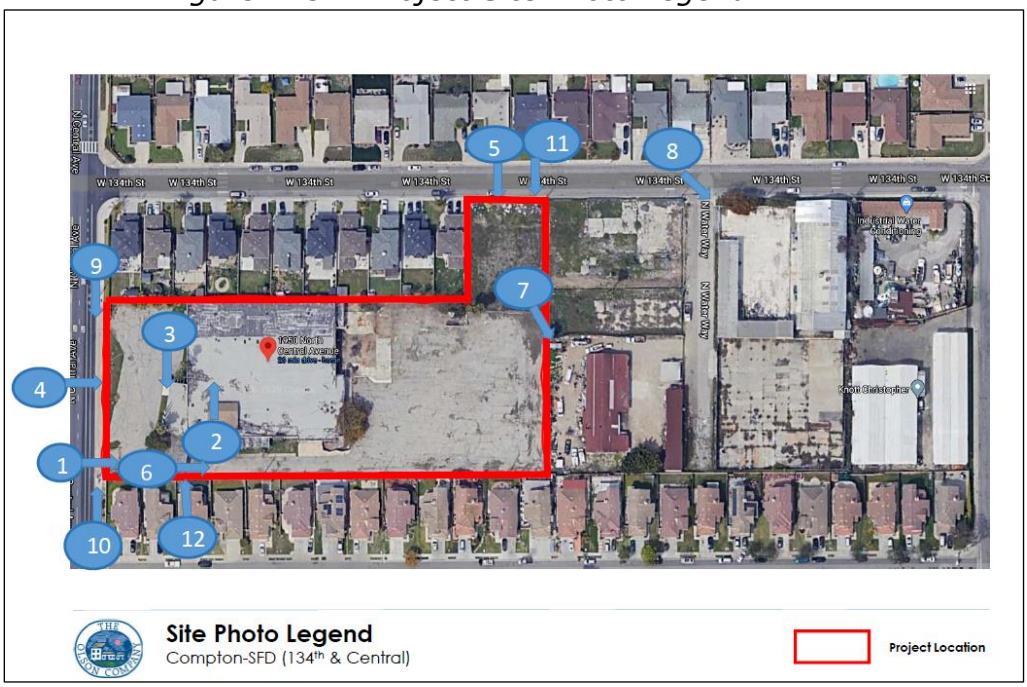


Figure II-4 Project Site Photos (1-4)

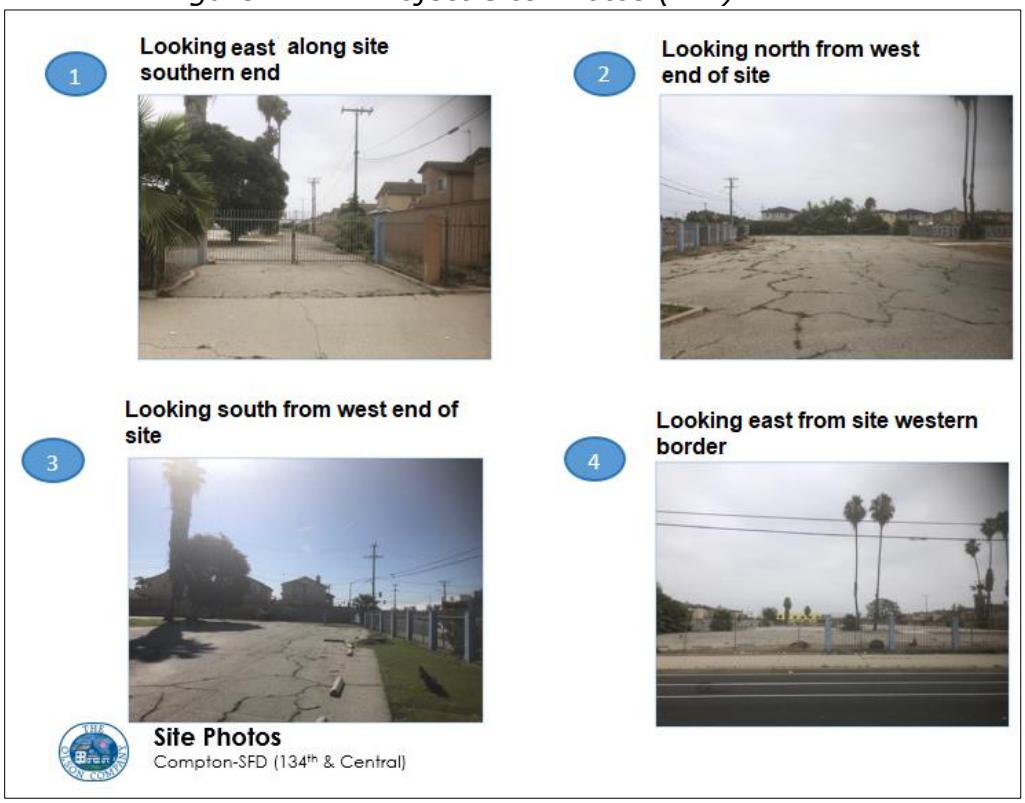


Figure II-5 Project Site Photos (5-8)

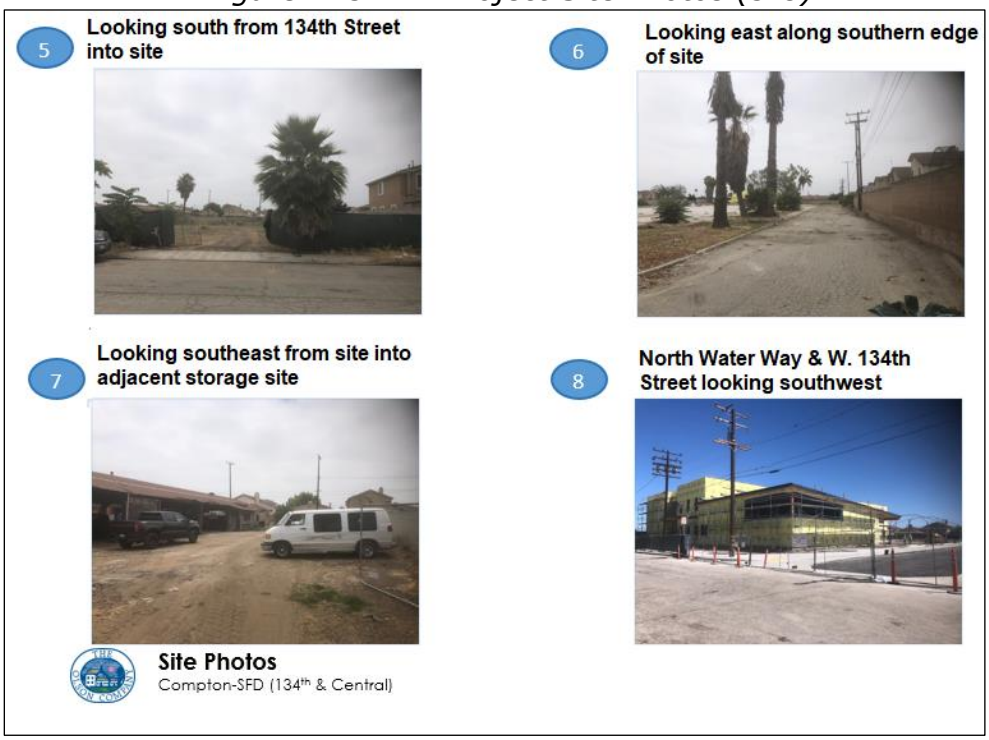


Figure II-6 Project Site Photos (9-12)

Surrounding uses include single family residential on the north, south and west. Immediately, north and south of the site, the single family houses are two-story. (Reference Figure II-3, Aerial of Project Site and Surrounding Area.) The majority of the other surrounding single family houses are single-story. Immediately east of the site is a vacant property and two one-story structures with trucks and vehicles stored on site. East of N. Water Way, the two-story KIPP School is currently under construction.

The Brickyard industrial development, immediately southwest of the site, is a major mixed-use redevelopment of 70 acres. Other notable surrounding uses are Centennial High School, located on the east side of N. Central Avenue about 600 feet north of the Project Site, and Enterprise Park, located two blocks west of N. Central Avenue about 800 feet north of the Project site.

Figure II-7 Aerial of Project Site and Surrounding Areas

III. DEVELOPMENT PLAN

This Section describes the Land Use Plan for the 134TH & CENTRAL SPECIFIC PLAN, permitted uses and development standards.

A. Land Use Plan

134TH & CENTRAL SPECIFIC PLAN consists of a 29 single-family, detached home community. The community will provide affordably priced homes in an area with convenient access to schools, parks, shopping and employment. Target market for the community includes couples, families, and first time homebuyers. Of the 29 houses, 2 will be designated moderate level affordable.

Each house within the 134th & Central community will be two-story with attached two-car garages and driveway apron parking. There are two floorplans contemplated. Plan 1 is a 3-bedroom with an optional 4th bedroom, 2.5 bathroom, approximately 1,680 square foot house. One of the Plan 1 houses will be available at a rate affordable to a qualified moderate income homebuyer. Plan 2 is a 3-bedroom with an optional 4th bedroom, 2.5 bathrooms, approximately 1,797 square feet house. One of the Plan 2 houses will be sold with the 4-bedroom option to a qualified moderate income homebuyer.

Access to the community will be from 134th Street to a gated private Street "A". Street "A" will connect at a T-intersection to private Street "B". (Reference Figure III-1, Conceptual Land Use Plan and Table II-1, Plan Summary.)

Figure III-1 Conceptual Land Use Plan

Table III-1: Plan Summary

Plan Type	# Units	Bedrooms	Approximate Unit (sf)
P1A	1	3 BD + Opt. 4BD /2.5 BA Affordable Moderate	1,680
P1	13	3 BD + Opt. 4BD /2.5 BA	1,680
P2A	1	4 BD /2.5 BA Affordable Moderate	1,797
P2	14	3 BD + Opt. 4BD /2.5 BA	1,797
Total Units	29		

B. Permitted Uses

THE 134TH & CENTRAL SPECIFIC PLAN permits single family detached residential uses. Ancillary landscape, open space and parking areas incorporated as part of the residential townhome development are also permitted.

C. Residential Density

The maximum residential density is 9.58 units per acre. Any fractional amount greater than one-half (1/2) shall permit an additional dwelling unit.

Size of the Specific Plan site is 3.028 acres resulting in a maximum density of 29 dwelling units per acre. This density corresponds to the General Plan Medium Density Residential which has a density between 8.1 and 17 units per acre.

D. Building Height

No structure within the Specific Plan area shall exceed twenty-five (25) feet in height as measured according to Section 30.3 of the Compton Zoning Code. Maximum number of stories shall be two (2).

E. Minimum Residential Site Size

Each single family residential unit within the Specific Plan area shall have a minimum private fenced area of 2,500 square feet. Note that because the project will be mapped as one lot (where all homes are legally detached condominiums), "residential site" size may be thought of as "lot" size for practical purposes.

F. Setbacks

Minimum setbacks for each single family residential site within the Specific Plan area shall be as follows:

1) Front: 12'-0"
2) Rear: 10'-0"
3) Sides: 3'-6".

G. Permitted Projections into Required Yards

Permitted projections into the required yards are limited to the following:

1) Fireplaces, water heater closets - Rear and side yard only
2) Uncovered porches, platforms, or landing places which do not extend above the level of the first floor of the house may protrude into any yard by not more than six feet. Any open railing not more than 30 inches in height may be installed or constructed on any such porch, platform or landing place.

H. Parking

Parking standards for the Specific Plan shall be as follows:

1) Garages: Two (2) onsite garage spaces per unit.
2) Garage Size: 400 square feet minimum.

3) Driveway: Two (2) onsite per unit.
4) Driveway Length: Eighteen (18) feet minimum.
5) Accessible Parking: Per City Building Code.
6) Total Parking: four (4) spaces per unit and one (1) mail stop space. Garages and driveways are included in per unit parking count.

I. Unit Storage

Each house shall provide on-site storage, consisting of garage ceiling space for residents to improve with storage at their discretion.

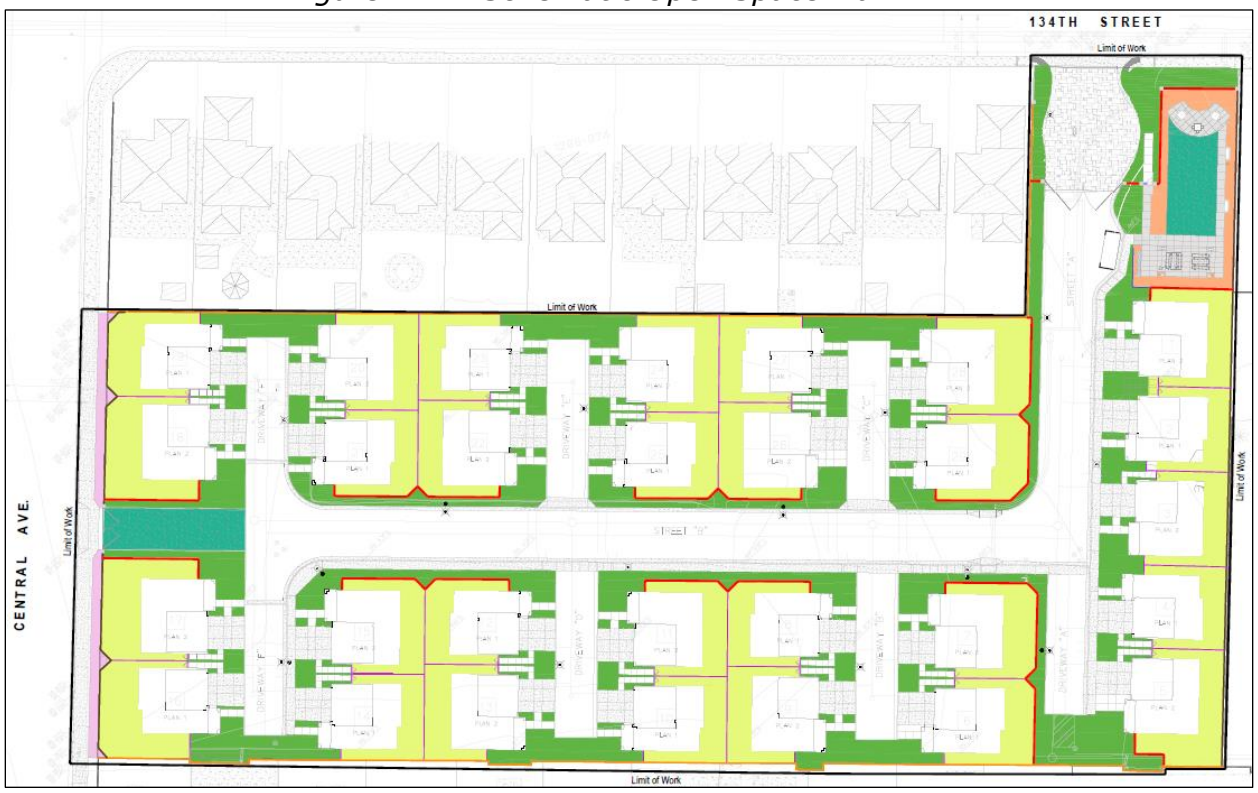
J. Usable Open Space

Usable open space within the 134th & Central Specific Plan shall consist of private and common spaces. Private open spaces may consist of yards, patios, decks and balconies.

Common open spaces may consist of turf or lawn area and other green spaces, as well as complementary hardscape, provided throughout the community to provide reasonable and convenient access to open space throughout the community. (Reference Figure III-2, Schematic Open Space Plan.)

Minimum total amount of private open space required for the Specific Plan area is 23,000 square feet. Minimum total amount of common open space required for the Specific Plan area is 25,500 square feet. As shown in Figure III-2, common open space consists of common hardscape; common opens space, landscaped and planting areas; and of street parkway open space adjacent to Central Avenue.

Figure III-2 Schematic Open Space Plan



OPEN SPACE LEGEND

PRIVATE YARD - HOMEOWNER MAINTAINED	*23,271 sf*
OPEN SPACE - STREET PARKWAY- HOA	*1,007 sf*
OPEN SPACE - COMMON - HOA MAINTAINED	*20,089 sf*
HARDSCAPE- COMMON AREA	*1,506 sf*
LAWN-COMMON AREA	*2,598 sf*
PLANTING AREA- COMMON AREA	*1,334 sf*

K. Amenities

Minimum amenities required in the common open spaces include: turf/lawn area, shade structure, picnic table and benches. An amenity area is located to the east of the Project entry, and contains lawn, hardscape, trees and shrubs, a bench, dog-bag station, mailbox center, shade structure, picnic tables and trash receptacles. Throughout the site landscape and sidewalks will provide attractive areas to walk, jog or scooter. The emergency access area at Central Avenue will be turfed blocked and landscaped, subject to Fire Department approval.

L. Condominium

Multi-Family and small residential site single family development is permitted in the 134th & Central Specific Plan. Condominium ownership is permitted by right through the subdivision map act process.

IV. DESIGN GUIDELINES

This Section describes the guidelines that shape the design of buildings, landscape, entry and walls and fences within the Specific Plan area. Modifications to the plans presented in this Section may be modified through the Minor Modification process. (Reference Section VIII.B.1.)

A. Architectural Design Guidelines

Architectural design guidelines for the Specific Plan community include the following building features and colors and materials:

1. Building Features

Architecture of the houses within the Specific Plan community will include both a Spanish Colonial style and a Santa Barbara style design for the two plan types.

Spanish Colonial is composed of gable roof forms, stucco walls, decorative details at gable end, windows with accent shutters, and arched openings with tile accents. Santa Barbara is composed of hip roof forms, stucco walls, window box projections, windows with accent shutters, and porch openings with decorative corbels. Both the Spanish Colonial and Santa Barbara styles will incorporate the elements described below.

a) Stucco siding

b) Wood fascia

c) Stucco over foam trim

d) Porched entry

e) Earth-toned color scheme

f) Concrete "S" roof tile

g) Balcony elements

h) Decorative exterior lighting

2. Architectural Concept

Conceptual architectural elevations for the Specific Plan houses are illustrated below for both the Spanish Colonial style and the Santa Barbara styles for the two plan types.

Spanish Colonial is composed of gable roof forms, stucco walls, decorative details at gable end, windows with accent shutters, and arched openings with tile accents. Santa Barbara is composed of hip roof forms, stucco walls, window box projections, windows with accent shutters, and porch openings with decorative

corbels. (Reference Figure IV-1, Conceptual Architecture – Plan 1 – Spanish Colonial, Figure IV-2, Conceptual Architecture – Plan 2 – Spanish Colonial, Figure IV-3, Conceptual Architecture – Plan 2 – Santa Barbara, and Figure IV.4, Conceptual Architecture – Plan 2 – Santa Barbara.)

To enhance views of the Specific Plan community from both outside and inside the development, the architectural concept includes "enhanced" elevations for units backing to Central Avenue and siding on to the main internal private street. Enhanced side elevations are also provided against the north and south property lines where residences exist to either side. Conceptual elevation enhancements include second story pop-outs and decorative trim around windows and doors. (Reference Figure IV-5, Conceptual Enhanced Architecture.) (Locations of these enhanced elevations is shown in Figure III-1, Conceptual Land Use Plan.)

Figure IV-1 Conceptual Architecture – Plan 1 – Spanish Colonial

Figure IV-2 Conceptual Architecture – Plan 2 – Spanish Colonial

Figure IV-3 Conceptual Architecture – Plan 1 – Santa Barbara

Figure IV-4 Conceptual Architecture – Plan 2 – Santa Barbara

Figure IV-5 Conceptual Enhanced Architecture

3. Colors and Materials

Conceptual colors and materials for the Specific Plan houses are illustrated below showing two schematic styles. (Reference Figure IV-6, Conceptual Colors and Materials.)

Figure IV-6 Conceptual Colors and Materials

B. Landscape Guidelines

A conceptual landscape plan is illustrated below. (Reference Figure IV-7, Conceptual Landscape Plan.) Landscape will include a variety of trees, including evergreen flowering and deciduous flowering. Trees will be planted at the entrance to the community and along the private internal streets. Shrubs and groundcover will be dispersed throughout the community. All landscape materials will be drought tolerant and will comply with the City landscape ordinance (Municipal Code Section 30-43).

A conceptual entry treatment and wall and fence plan complement the Specific Plan landscape plan, as described below:

1. Entry Treatment

Enhanced landscaping and paving will be added to the community. (Reference Figure IV-8, Conceptual Entry Treatment.)

Figure IV-7 Conceptual Landscape Plan

LEGEND

1. The Village Park - main community open space area with wood shade structure, & large turf area for larger group events, see L-2 Enlargement.
2. New concrete sidewalk, Per Civil plans.
3. Community cluster mailboxes, per USPS review & approval.
4. Main vehicular entry with swing gates (with Knox box), median visitor kiosk, & enhanced paving.
5. Existing pole to remain in place, per Civil plans.
6. Natural colored concrete driveway & guest parking, with light broom finish & narrow tooled joints.
7. Proposed wall, pilaster, fence, and gates per Wall & Fence Plan.
8. Proposed tree, per Planting Plan.
9. 4' wide & 5' wide natural colored concrete pedestrian walk, with light broom finish & tooled joints.
10. Community dog bag station (black in color), for pet owners.
11. Common area landscape, builder installed & HOA maintained.
12. Private homeowner yard, builder installed.
13. Property line.
14. Public street R.O.W.
15. Proposed public street sidewalk, per Civil plans.
16. Transformer to be screened with evergreen landscape, quantity & final locations to be determined.
17. Proposed AC unit, to be screened with evergreen landscape.
18. Proposed Emergency Exit with turf.

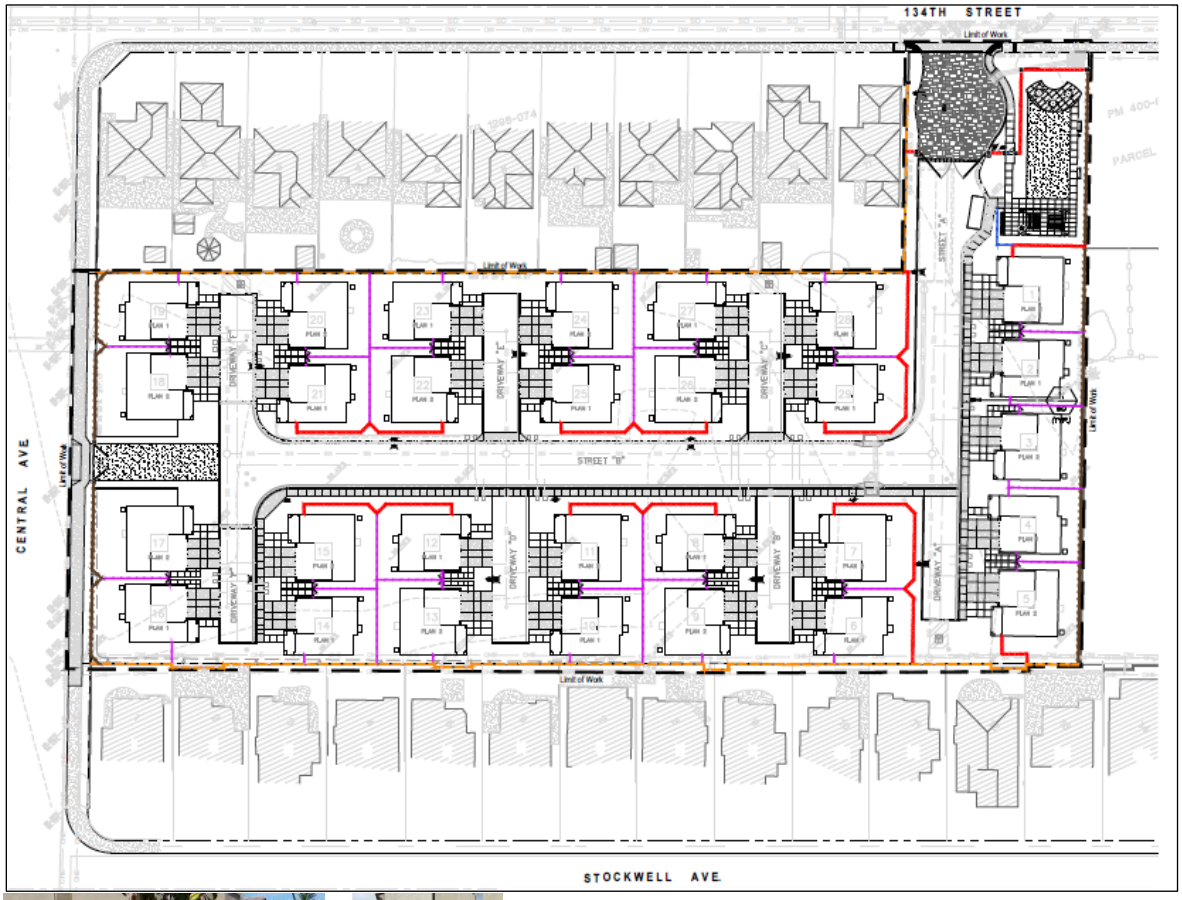
Figure IV-8 Conceptual Entry Treatment

2. Walls and Fences

A conceptual wall and fence plan for the 134th & Central Specific Plan community is illustrated below. (Reference Figure IV-9, Conceptual Wall and Fence Plan.) Existing 7-foot masonry walls at the community's north and south boundaries may be retained; however, if retaining the walls is not feasible, new 6-foot masonry walls will be constructed at the north and south boundaries, providing security and privacy to both the community and its neighbors. New 6-foot masonry walls will be constructed on the site's west and east boundaries. Within the community, there will be 6-foot

masonry walls where the houses are adjacent to common areas. This 6-foot wall height will be measured from the side of the higher grade for all perimeter walls. 5.5-foot vinyl fences will be placed between the houses. Tubular steel fencing at a 5.5-foot height will be located at the Project entry at 134th Street.

Figure IV-9 Conceptual Wall and Fence Plan



WALL, FENCE & GATE LEGEND

- Existing CMU wall, raised to 8' (with added stucco to interior & stucco flat cap).
- 1 — 6'-0" High stucco over CMU wall, with 2" high precast cap.
- 2 — 6'-0" High stucco over CMU wall, with 2" high precast cap.
- 3 — 5'-6" High vinyl fence (tan color).
- 4 — 5'-0" High tube steel fence (black paint color).
- 5 — 6'-6" High (18" sq.) stucco over CMU pilaster, with 2"high precast cap.
- 6 — 5'-6" High vinyl private yard gate (tan color).
- 7 — 5'-6" High metal pedestrian (ADA) gate (black paint color).
- 8 — 6'-0" High metal vehicular swing gates (black paint color)
- 9 — EVA Gate (non-motorized)

V. INFRASTRUCTURE PLAN

This Section describes the Infrastructure Plan for the 134TH & CENTRAL SPECIFIC PLAN, including water, sewage, drainage, solid waste disposal, and private and public modes of transportation. Each of these infrastructure elements area essential facilities that support the land uses described within the Specific Plan area.

A. Water

Water supply to the Specific Plan area will be provided by the City of Compton Water Utility District (CWUD), which obtains its water from groundwater pumped via local municipal wells in the adjudicated Central Groundwater Basin (Central Basin), and from imported surface water contracted by the City through the MWD. The CWUD delivers water services to more than 15,000 service connections through approximately 156 miles of water mains.

Water connections to the Specific Plan area will be from an existing water line on 134th Street.

B. Sewer (Wastewater)

Wastewater collection and treatment in the City is provided by the Los Angeles County Sanitation District (LACSD). Wastewater is collected in Compton via an existing 143 mile long system of sewer lines maintained by the City Department of Public Works and Municipal Utilities' Street Maintenance Division. Wastewater collected from the City is conveyed to the LACSD's Joint Water Pollution Control Plant (JWPCP), located at 24501 S Figueroa Street in the City of Carson. The JWPCP provides both primary and secondary treatment for approximately 260 million gallons of wastewater per day (MGD) and has a total permitted capacity of 400 MGD. Treated effluent is then discharged from JWPCP through an ocean outfall.

Wastewater connections to the Specific Plan area will be from an existing wastewater line on 134th Street.

C. Drainage

Stormwater runoff from the 134th & Central Specific Plan community will be collected on-site via a private drainage system consisting of PVC pipes and area drain inlets. Collected stormwater will be captured in a storage system while it infiltrates over time into the ground via a deep infiltration well, which will sit at the lowest downstream point of the site near the development's entrance. From there, the filtered storm water will flow into the existing storm drain in 134th Street.

D. Solid Waste

Solid waste services for the 134th & Central Specific Plan community are provided through a contract with Republic Services, which serves the City of Compton. Solid waste and recycle loads are taken to Republic's Compton Transfer Station for

processing. From the transfer station, waste loads are loaded into transfer trailers and hauled to and disposed of at Sunshine Canyon Landfill in Sylmar. Other disposal facilities include the Southeast Resource Recovery Facility in Long Beach for recycling, and the El Sobrante Landfill in Corona and Puente Hills Landfill in Industry.

Each house within the community will store its trash receptacles within its garage, and community residents will be required to take their receptables to the street the morning of the designated trash day. Republic Services trucks will collect trash and recyclables.

E. Circulation

The Concept Circulation Plan describes private streets, transit and other modes of transportation that will serve the 134th & Central Specific Plan community:

1. Private Streets

The private entry to the 134th & Central Specific Plan community will be via a 26-foot wide private driveway and fire lane within a 30-foot dimension curb-to-curb. The entry will be gated with queueing and turnaround radius to accommodate safe access.

The private entry will provide primary access to the community via 134th Street to a private Street "A", which will have a 26-foot paved width, two lanes of travel and a sidewalk on its east side. Street "A" will connect at a T-intersection to private Street "B", which will have a 26-foot width, two lanes of travel and sidewalks on the south side. The private streets will connect to a series of interior driveways, each with a 20-foot paved width. A secondary emergency access to Central Avenue will be provided; this emergency access will be 20 feet wide and approximately 80 feet long, gated, and have a turf-block surface.

The private street and alleys within the community are of adequate width to comply with Compton Fire Department standards, and will not interfere with emergency response or evacuation. The gates at the entrances will be fitted with an Opticom or similar system to allow for emergency vehicles to quickly access the site.

Private drives providing internal vehicular circulation to the residential units and common spaces within the 134th & Central Specific Plan development will be 24-feet wide with a 28-foot dimension curb-to-curb. Streets and drives within the 134th & Central Specific Plan development will be signed with "no parking" signage to prevent vehicle parking.

2. Transit

Transit service available to the 134th & Central Specific Plan community includes light-rail and bus public transit provided by the Los Angeles County Metropolitan Transportation Authority (Metro) and City of Compton Renaissance Transit System. A description of these transit facilities are provided below. The Renaissance Transit System is the service with connections closest to the Project site:

- METRO BLUE LINE: This north-south light rail line provides daily regional transit service between downtown Los Angeles on the north and Long Beach on the south. The Artesia Station is located to the east of the Acacia Street/Walnut Street intersection approximately 4 miles southeast of the Project site.
- COMPTON RENAISSANCE TRANSIT SYSTEM: Route 1 provides service on Central Avenue between Compton Boulevard and El Segunda Boulevard, running directly adjacent to the Project site and connecting east to Alameda Street; Route 2 runs south of the Project site, providing service on Alameda Street and Santa Fe Avenue, between Greenleaf Boulevard and Artesia Boulevard, on its route between Compton Boulevard on the north and Central Avenue on the west; Route 5 provides service on Central Avenue between Walnut Street and El Segunda Boulevard, running directly adjacent to the Project site and connecting eastward to Long Beach Avenue.

3. Bicycle and Pedestrian Facilities

Bicycle facilities available to the 134th & Central Specific Plan community include an existing Class 2 bikeway located on both the east and west sides of Central Avenue, adjacent to the Specific Plan site. (A Class 2 bikeway is a designated lane, approximately 5-feet wide and adjacent to the curb.) This bike way connects along Alondra Boulevard and Green Leaf Boulevard to another Class 2 bikeway on Santa Fe Avenue and a Class 1 bikeway along Compton Creek. (A Class 1 bikeway is a paved lane completely separated from streets.)

Pedestrian facilities available to the 134th & Central Specific Plan community include existing sidewalks located along Central Avenue and 134th Street, adjacent to the Project site. Within the Specific Plan area Street "A" and Street "B" would have sidewalks on one side of the street, providing pedestrian connections to each house within the community.

F. Utilities

The 134th & Central Specific Plan development will connect to existing electric, gas and cable lines located adjacent to the site.

VI. SUSTAINABILITY FEATURES

This Section describes the sustainability features included in the 134th & Central Specific Plan Project.

The Specific Plan community will incorporate an environmentally sustainable design that will both save energy and conserve natural resources. Green building technologies shall be utilized to provide more resource-efficient modes of construction that adhere to the principles of energy efficiency, water conservation, environmentally preferable building materials, and overall waste reduction. Sustainability features of the Project shall include the following:

A. Water Conservation

Water conservation features shall include a range of techniques that shall enhance site sustainability, including:

- High-efficiency plumbing facilities, such as, dual-flush water closets; bathroom faucets with a maximum flow rate of 1.0 gallons per minute; kitchen faucets with a maximum flow rate of 1.5 gallons per minute; and no more than one showerhead per shower stall, with a flow rate no greater than 1.75 gallons per minute.
- Individual metering and billing for water use of all residential uses
- Drought-tolerant plants utilized as part of the landscaping plan.
- Compliance with City landscape and water conservation ordinances.
- Weather-based irrigation controller with rain shutoff, matched precipitation (flow) rates for sprinkler heads, and rotating sprinkler nozzles or comparable technology such as drip/micro spray/subsurface irrigation and moisture sensors where appropriate.
- Use of proper hydro-zoning, turf minimization, zoned irrigation and use of native/drought-tolerant plant materials.

B. Energy Conservation and Efficiency

The following will be incorporated into the Specific Plan development:

- Solar on each residential dwelling unit.
- Electrical vehicle charging outlet in each residential garage.
- Energy Star–labeled products and appliances.
- Energy efficient design methods and technologies such as high performance glazing on windows, appropriately-oriented shading devices, high efficiency boilers, instantaneous water heaters, and enhanced insulation to minimize solar and thermal gain.

- Application of energy-saving technologies and components to reduce the project's electrical usage-profile. Examples of these components include compact fluorescent light bulbs (CFL), energy saving lighting schemes such as occupancy-sensing controls, use of light emitting diode (LED) lighting or other energy-efficient lighting technologies where appropriate, and energy-efficient heating and cooling equipment.
- Incorporation of passive energy efficiency strategies, such as roof overhangs, porches, and inner courtyards.
- Exterior lighting elements controlled by light sensors and/or timeclocks to provide safety for residents while avoiding over lighting.

VII. IMPLEMENTATION PLAN

This Section describes maintenance responsibility for the 134th & Central Specific Plan and the process required to modify the Specific Plan.

A. Maintenance Plan

A summary of maintenance responsibilities is presented in **Error! Reference source not found.**, ***Error! Reference source not found.***. Two entities have maintenance responsibilities within 134th & Central Specific Plan: individual homeowners and the Homeowners' Association for the 134th & Central Specific Plan Project.

Table VII-1 Maintenance Responsibility Matrix

MAINTENANCE ITEM	MAINTENANCE ENTITY	
	HOMEOWNER	HOMEOWNERS' ASSOCIATION
Private Residential Sites	✓	
Private Streets and Drives		✓
Building Exteriors	✓	
Common Open Space Areas		✓
Common Landscape Areas		✓
Common Walls		✓
Private Yard Walls	✓	
Storm Drain Facilities		✓
Sewer (Wastewater) Facilities		✓
Water Facilities		✓

B. Modifications to the Specific Plan

Modifications to the Specific Plan shall be processed in accordance with the City of Compton Zoning Code and as stipulated below.

1. Minor Modifications

Minor modifications to the 134th & Central Specific Plan may be approved by the City of Compton Community Development Director (Director), or at the discretion of the Director may be referred to the City's Planning Commission. Minor modifications are those which substantially conform to the approved Specific Plan. Minor modifications may include, but are not limited to: changes in building colors, architectural elements and finish material, modifications to wall and fence designs, modifications to planting materials, increases or decreases in development standards not exceeding 5%; and modifications to clarify text or graphics. Minor Modifications shall be processed as an administrative review.

2. Major Modifications

Major Modifications to the 134th & Central Specific Plan may be proposed to substantially change any and all parts of the Specific Plan, including: changes in

Specific Plan land use district boundaries; increase or decrease in the specific density range for any area; and changes in development standards exceeding 5%. Applications for Major Modifications shall be submitted to the City of Compton Community Development Department. Major Modifications shall be processed pursuant to Chapter 30-28 of the City of Compton Zoning Code, as a Specific Plan Amendment.

VIII. RELATIONSHIP TO OTHER LAND USE REGULATIONS

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.

A. General Plan Consistency

To ensure consistency between the 134TH & CENTRAL Specific Plan and the City of Compton General Plan, the General Plan will be amended concurrently with adoption of this Plan. The corresponding General Plan amendment for the Specific Plan area will be Medium Density Residential allowing for density between 8.1 and 17 dwelling units per acre.

As presented in Table VIII-1, General Plan Consistency Matrix, the Specific Plan is consistent with the following applicable General Plan Land Use Element, Housing Element and Air Quality Element goals:

Table VIII-1 General Plan Consistency Matrix

COMPTON GENERAL PLAN GOAL	134TH & CENTRAL SPECIFIC PLAN CONSISTENCY
Land Use Element	
Land Use Goal 5. The City of Compton will work to rehabilitate and conserve the existing neighborhoods.	The 134TH & CENTRAL SPECIFIC PLAN is consistent with Land Use Goal 5 because it converts a currently vacant and previously distressed site into single family residential consistent with adjacent existing neighborhoods to the north, west and south.
Housing Element	
Housing Goal 2. Provide a variety of types and an adequate supply of housing to meet the existing and future needs of City residents.	The 134TH & CENTRAL SPECIFIC PLAN is consistent with Housing Goal 2 because it provides a small condominium based single family housing product affordable to a range of household incomes.

Table VIII-1 General Plan Consistency Matrix

COMPTON GENERAL PLAN GOAL	134TH & CENTRAL SPECIFIC PLAN CONSISTENCY
Housing Goal 3. Eliminate conflicts between residential and nonresidential uses.	The 134TH & CENTRAL SPECIFIC PLAN is consistent with Housing Element Goal 3 because it replaces a former commercial use with a small residential site single family product that provides a compatible transition between the adjacent existing single family neighborhoods to the north, west and south and the institutional and industrial type uses to the east.
Housing Goal 4. Increase opportunities for home ownership.	The 134TH & CENTRAL SPECIFIC PLAN is consistent with Housing Element Goal 4 because it provides for sale single family housing units at attainable pricing, with two units at rates affordable to moderate income incomes.
Housing Goal 5**.** Promote equal opportunity for all residents to reside in the housing of their choice.	The 134TH & CENTRAL SPECIFIC PLAN is consistent with Housing Element Goal 5 because it provides for sale single family housing units at attainable pricing, with two units at rates affordable to moderate income incomes.
Housing Goal 7. Reduce overall housing costs through programs to reduce energy costs.	The 134TH & CENTRAL SPECIFIC PLAN is consistent with Housing Element Goal 7 because it provides energy efficient housing consistent with the Green Building Code, including solar, electrical vehicle charging outlets, energy star–labeled products and appliances.
Air Quality Element	
Air Quality Element Goal 3. Reduce emissions associated with vehicle miles traveled by providing a balance of jobs and housing.	The 134TH & CENTRAL SPECIFIC PLAN is consistent with Air Quality Element Goal 3 because it replaces a previous commercial use with residential, in close proximity to available bus transit.
Air Quality Element Goal 4. Reduce emissions associated with energy consumption**.**	The 134TH & CENTRAL SPECIFIC PLAN is consistent with Air Quality Element 4 because it provides energy efficient housing consistent with the Green Building Code, including solar, electrical vehicle charging outlets, energy star–labeled products and appliances.

Table VIII-1 General Plan Consistency Matrix	
COMPTON GENERAL PLAN GOAL	**134TH & CENTRAL SPECIFIC PLAN CONSISTENCY**
Air Quality Element Goal 5. Reduce air pollution emissions and impacts through site planning and building design.	The 134TH & CENTRAL SPECIFIC PLAN is consistent with Air Quality Element 5 because it is an infill development and provides energy efficient housing consistent with the Green Building Code.

B. Zoning Consistency

The Compton General Plan, General Plan Land Use Map, Zoning Code and Zoning Map are also amended by ordinance to "134th & Central Specific Plan" concurrently with adoption of the Specific Plan to ensure complete consistency. The 134th & Central Specific Plan shall be the zoning for the Specific Plan area.

Where Compton zoning regulations and/or development standards are inconsistent with this Specific Plan, the Specific Plan standards and regulations shall supersede. However, any issue not specifically addressed in the Specific Plan shall be subject to the general Planning and Zoning Code regulations. A project that requires no deviations from the regulations and/ or development standards contained herein shall be exempt from the City Design Review process.

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

134th & Central

Residential Project

Lead Agency*:*

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March 1, 2021

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C. Summary of Environmental Site Conditions and Remedial Cost Estimate, 1950 North Central Avenue, Compton, California; prepared by Stantec Consulting Services, Inc.; April 24, 2020.
D. "134th & Central Residential Development Air Quality & Greenhouse Impact Study, City of Compton", prepared by RK Engineering Group, Inc., January 6, 2021.
E. "134th & Central Residential Development Traffic Study, City of Compton", prepared by RK Engineering Group, Inc., January 5, 2021.
F. South Central Coastal Information Center Records Search, July 24, 2020.
G. Phase I Environmental Site Assessment 1950 North Central Avenue, Compton, CA 90222; prepared by Stantec Consulting Services, Inc.; February 21, 2020.
H. Phase II Environmental Site Assessment 1950 North Central Avenue, Compton, CA 90222; prepared by Stantec Consulting Services, Inc.; March 27, 2020.
I. "134th & Central Residential Development Noise Study, City of Compton", prepared by RK Engineering Group, Inc., January 6, 2021.

J. "Geotechnical Due Diligence Investigation and Percolation Study, Proposed Multi-Family Residential Development, V3133, 3141 & 3149 Willard Avenue, Compton, California", prepared by Albus-Keefe & Associates, Inc., May 14, 2019.
K. "Preliminary LID Plan : 1950 N. Central Compton Property, Proposed 29 Single-family Home Development, Compton, California", prepared by Advanced Civil Group, Inc., November 10, 2020.
L. "Drainage Plan: 1950 N. Central Compton Property, Proposed 29 Single-family Home Development, Compton, California", prepared by Advanced Civil Group, Inc., November 10, 2020.

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EXECUTIVE SUMMARY

This Initial Study assesses the potential environmental impacts of a proposal by The Olson Company to construct and operate the 134th & Central Residential Project, which consists of a 29 single-family residential unit community, located at 205 S. Willowbrook Avenue, Compton, CA 90220. This proposed Project includes the following applications through the City of Compton Community Development Department:

- General Plan Amendment Case No. GPA21-0001
- Change of Zone Case No. ZC21-0001
- General Plan Amendment Case No. GPA20-0002
- Change of Zone Case No. ZC20-0002 (134th & Central Specific Plan)
- Tentative Tract Condominium Map 83170.

This Initial Study finds with the imposition of mitigation measures related to Air Quality, Cultural Resources, Hazards and Hazardous Materials, Noise, Traffic, Tribal Cultural Resources and Mandatory Findings of Significance, all potentially significant impacts associated with the Project would be reduced to less than significant levels. Consequently, a Mitigated Negative Declaration will be prepared for the Project.

SECTION 1.0 – INTRODUCTION

1.1 INITIAL STUDY REQUIRED

Following preliminary review of the proposed 134th & Central Residential Project (Project), the City of Compton (City) has determined that the Project is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects associated with the Project, as proposed.

1.2 STATUTORY AUTHORITY

This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and pursuant to Section 15063 of Title 14 of the California Code of Regulations (CCR).

Consistent with the statutory authority, the purpose of this Initial Study is to provide the Lead Agency (i.e. the City) with information to determine if the proposed Project would have a significant environmental impact. Specifically, this Initial Study will:

- Facilitate environmental assessment early in the design of the Project;
- Provide the City with information to use as the basis for deciding whether to prepare an Environmental Impact Report (EIR) or Negative Declaration;
- Enable the Applicant or City to modify the Project, mitigating adverse impacts, thereby enabling the Project to quality for a Negative Declaration or Mitigated Negative Declaration;
- Provide documentation of the factual basis for the findings in a Negative Declaration or Mitigated Negative Declaration that the Project will not have a significant effect on the environment.

The environmental documentation, which is ultimately selected by the City of Compton in accordance with CEQA, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the Project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. The proposed Project is not a project "of statewide, regional, or areawide significance" as prescribed in Section 15206 of the CEQA Guidelines because it does not meet the criteria for such projects. Furthermore, project implementation does not require any action by a State Agency (i.e., “responsible” or “trustee”

agency). Therefore, the document will not be submitted to the State Clearinghouse for review and the review period is determined to be 20 days in accordance with Section 15073 of the CEQA Guidelines. Following review of any comments received, the City of Compton will consider these comments as a part of the Project's environmental review and include them with the Initial Study documentation for consideration by the City of Compton in accordance with Section 15074(b) of the CEQA Guidelines.

1.3 INCORPORATION BY REFERENCE

The information contained in this document is based, in part, on the following documents that include the Project site or provide information addressing the general project area or use:

- **City of Compton General Plan,** December 1991 (General Plan)**.** The General Plan is a policy document designed to provide long-range guidance for decision-making affecting the future character of Compton. It represents the official statement of the community's physical development, as well as its economic, social, and environmental goals. The General Plan is comprised of the following nine elements: Land Use; Housing; Circulation; Conservation, Open Space and Recreation; Public Safety; Noise; Urban Design; Economic Development; and Urban Design. The General Plan was used throughout this Initial Study as the fundamental planning document governing development on the Project site.

- **City of Compton Housing Element 2014-2021,** February 2020 (Housing Element). The Housing Element provides the identification and analysis of existing and projected housing needs and articulates the City's official policies for the preservation, conservation, improvement, and production of housing within the City of Compton for the 2014-2021 planning period.

- **City of Compton Zoning Code.** Chapter 30 of the City of Compton Municipal Code establishes the basic zoning regulations under which land is developed and utilized and by which the General Plan is systematically implemented. This includes allowable uses, building setback and height requirements, and other development standards. The basic intent of the Zoning Code (Zoning Code) is to promote and protect the public health, safety, convenience, and welfare of present and future citizens of the City.

- **California Building Code** (CBC)**.** The California Building Standards Code (Cal. Code Regs., Title 24) was established by the state of California, with an effective date of January 1, 2020. It incorporates all parts of the state building standards, including the Residential Code and Green Standards Code.

SECTION 2.0 – PROJECT DESCRIPTION

2.1 PROJECT TITLE

The 134th & Central Residential Project Development Project

2.2 LEAD AGENCY NAME AND ADDRESS

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

2.3 CONTACT PERSON AND PHONE NUMBER

Robert Delgadillo, Senior Planner
Community Development Department
205 S. Willowbrook Avenue
Compton, CA 90220
Phone: (310) 605-5526; Email: rdelgadillo@comptoncity.org

2.4 PROJECT LOCATION

Regionally, the Project site consists of approximately 3.0 acres located within the Los Angeles County, south of Interstate 105 (I-105), north of State Route 91 (SR-91), west of Interstate 110 (I-110) and east of Interstate 710 (I-710) within the jurisdiction of the City of Compton. (Reference Figure 1, Project Regional Location Map.)

Locally, the Project site is addressed as 1950 North Central Avenue, Compton, California 90222. Assessor parcel number for the property is 6145-003-902. (Reference Figure 2, Project Site Aerial Location Map.)

Figure 1. Project Regional Location Map

(source: Google Maps)

Figure 2. Project Site Aerial Location

(source: Google Maps)

2.5 PROJECT SPONSOR'S NAME AND ADDRESS

The Olson Company
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740

Contact: Ben Johnson
Director of Development
Cell: (562) 357-5316
Office: (562) 370-2203
Email: bjohnson@theolsonco.com

2.6 GENERAL PLAN DESIGNATION

Current General Plan Land Use Map designation is Low Density Residential with a density of up to 8 dwelling units per acre.

2.7 ZONING

Current Zoning Map designation is RL Low Density Residential.

2.8 DESCRIPTION OF PROJECT

2.8.1 SITE PLAN

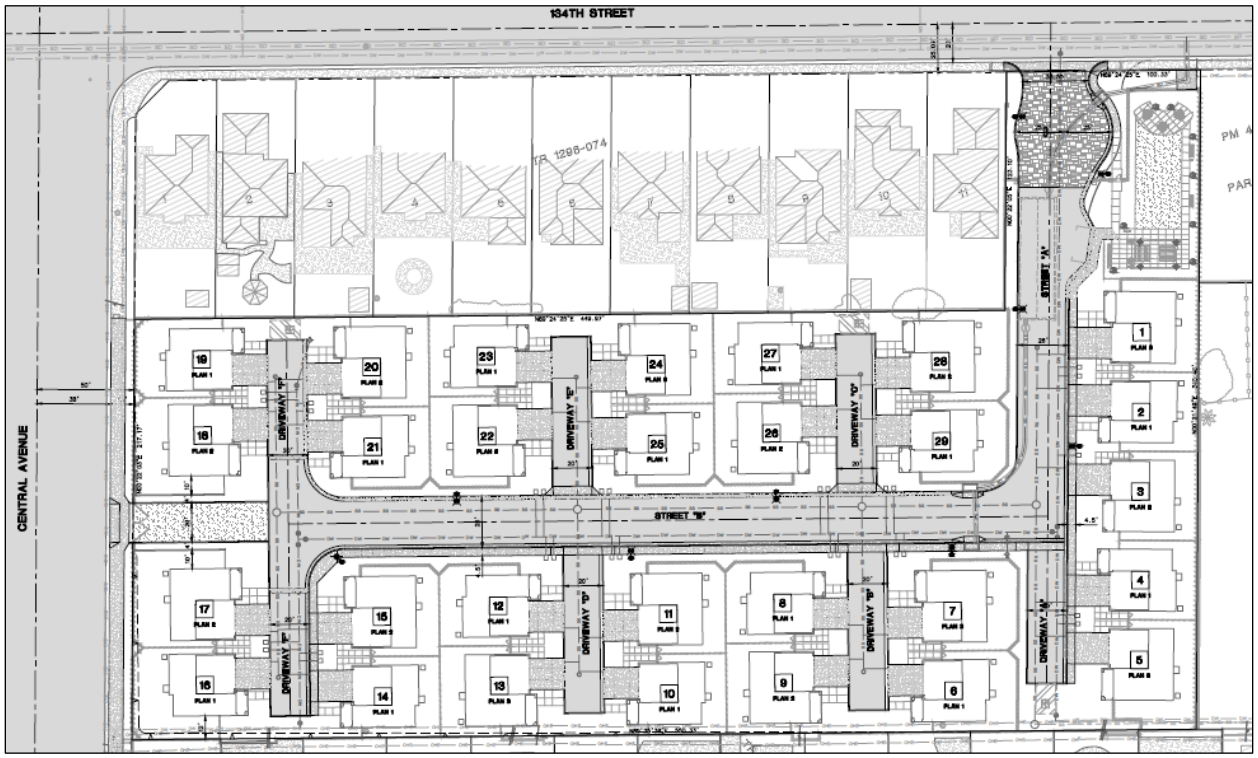
The 134th & Central residential Project would develop the 3.0-acre site into a 29 single-family unit, detached home community. Of the 29 houses, 27 would be market-rate and 2 would be moderate level affordable.

The Project is being developed in a public private partnership with the City of Compton. The Olson Company was selected as the developer through a competitive request for proposal (RFP) process initiated by the City of Compton. The site was purchased in 2011 by the City's former redevelopment agency. It has been approved to transfer to the City's Housing Authority and for the sale to a developer for the construction of a mixed-income residential community. The community would provide affordably priced homes in an area with convenient access to schools, parks, shopping and employment. Target market for the community includes couples, families, and first time homebuyers.

Each house within the 134th & Central community would be two-story with attached two-car garages and driveway apron parking. There would be two floorplans contemplated. Plan 1 is proposed as a 3-bedroom with an optional 4th bedroom, 2.5 bathroom, 1,680 square foot house. One of the Plan 1 houses would be available at a rate affordable to a qualified moderate income homebuyer. Plan 2 is proposed as a 3-bedroom with an optional 4th bedroom, 2.5 bathrooms, 1,797 square feet house. One of the Plan 2 houses would be sold with the 4-bedroom option to a qualified moderate income homebuyer.

Access to the Project would be from 134th Street to a gated private Street "A", which would have a 26-foot paved width, two lanes of travel and a sidewalk on its east side. Street "A" would connect at a T-intersection to private Street "B", which would have a 26-foot width, two lanes of travel and sidewalks on the south side. The private streets would connect to a series of interior driveways, each with a 20-foot paved width. An emergency access to Central Avenue would be located at the western boundary of the Project; this emergency access would be 20 feet wide and approximately 80 feet long, gated, and have a turf-block surface. Reference Figure 3, Concept Project Site Plan and Table 1, Plan Summary.

Figure 3. Project Conceptual Site Plan



(source: The Olson Company)

Table 1: Plan Summary			
Plan Type	**# Units**	**Bedrooms**	**Unit (sf)**
P1A	1	3 BD + Opt. 4BD /2.5 BA Moderate Affordable	1,680
P1	13	3 BD + Opt. 4BD /2.5 BA	1,680
P2A	1	4 BD /2.5 BA Moderate Affordable	1,797
P2	14	3 BD + Opt. 4BD /2.5 BA	1,797
Total Units	29		

Open space within the Project consist of both common and private areas. Common areas include a pocket park with turf, benches and shade structure. Enhanced paving would be provided at the Project entry, enhanced landscaping would be provided at the common mailbox area, and all common areas will be landscaped with trees and shrubs. (Reference Figure 4. Project Schematic Landscape Plan.) Private open space areas include private fenced yards at each of the 29 houses.

Existing masonry walls at the Project site's north and south boundaries would be retained. New masonry walls would be constructed on the site's west and east boundaries and along a small section of 134th Street at the planned Project entry to provide privacy and noise attenuation, as discussed in Section 6.13 of this Initial Study.

Figure 4. Project Schematic Landscape Plan

(source: The Olson Company)

2.8.2 PROJECT ARCHITECTURE

Architecture of the Project consists of both a Spanish Colonial style design and a Santa Barbara for the two plans. The Spanish Colonial style house plans have stucco siding, wood trim, concrete "s" roof tiles, porched entry ways, and an earth-toned color scheme. (Reference Figure 5. Project Architecture – Plan 1 – Spanish Colonial, and Figure 6. Project Architecture – Plan 2 – Spanish Colonial.) The Santa Barbara style house plans have stucco siding, concrete "s" roof tiles, porched entry ways, and an earth-toned color scheme. (Reference Figure 7. Project Architecture – Plan 1 – Santa Barbara, and Figure 8. Project Architecture – Plan 2 – Santa Barbara Colonial.) Maximum heights of the houses range from 23.5 to 24.9 feet.

Maximum heights of the Spanish Colonial houses range from 23.5 to 24.9 feet.

Figure 5. Project Architecture – Plan 1 – Spanish Colonial

(source: The Olson Company)

Figure 6. Project Architecture – Plan 2- Spanish Colonial

(source: The Olson Company)

Figure 7. Project Architecture – Plan 1 – Santa Barbara

Figure 8. Project Architecture – Plan 2 – Santa Barbara

2.8.3 GRADING

Development of the proposed single-family community requires demolition of 44,346 square feet of concrete slab and footing and approximately 66,540 square feet of asphalt paving on-site as part of the construction process. Demolition would also include removal of a tubular steel fence along the west edge of the site and scattered landscaping located throughout. Grading for the Project would require mass excavation of 2,500 cubic yards (CY) and over excavation of 28,000 CY of soil. Balancing the site for development will require export of 2,000 CY and import of 1,000 CY of soil.

These demolition and grading activities could create impacts related to air quality emissions, (GHG) greenhouse gas emissions, noise and disturbance of potential on-site hazardous substances. These potential impacts are considered within this Initial Study as part of the Project.

2.8.4 PROJECT ENTITLEMENTS

The Project proposes a Specific Plan and Tentative Tract Map. It would require several entitlements:

- General Plan Amendment Case No. GPA21-0001
- Change of Zone Case No. ZC21-0001
- General Plan Amendment Case No. GPA20-0002
- Change of Zone Case No. ZC20-0002 (134th & Central Specific Plan)
- Tentative Tract Map 83170.

The Project includes a text amendment to the General Plan Land Use Element to include language identifying Specific Plan as land use designation, and to the Municipal Code adding language to facilitate the adoption and implementation of Specific Plans. The current General Plan Land Use Map designation for the Project site is Low Density Residential with a density of up to 8.0 dwelling units per acre, and the current Zoning Map designation is RL-Low Density Residential. Under the RL zoning, minimum lot size is 5,000 square feet and only one unit is permitted per lot. To accommodate the proposed Project density of 9.58 units per acre (29 dwelling units on 3.028 acres), the Applicant is requesting to adopt the 134th & Central Specific Plan which would change both the General Plan and Zoning land use designations to Specific Plan. The 134th & Central Specific Plan proposes a density and development standards consistent with the Project Conceptual Site Plan shown in Figure 3, above.

The proposed Tentative Tract Map would reconfigure the property into common and private use parcels and allow for the sale of the units as condominiums.

Review and approval of these entitlements will require the Planning Commission to recommend and the City Council to make the following findings which are evaluated in Section 6.11 of this Initial Study:

Chapter 30-28 of the Municipal Code specifies the required findings for approval of changes of General Plan Amendments, Zone Changes, and Specific Plans:

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;
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; and
c) That the uses permitted in the proposed zone and/or land use classification will not be detrimental to the surrounding area.

Chapter 38-3 of the Municipal Code specifies the required findings for approval of the Tentative Tract Map:

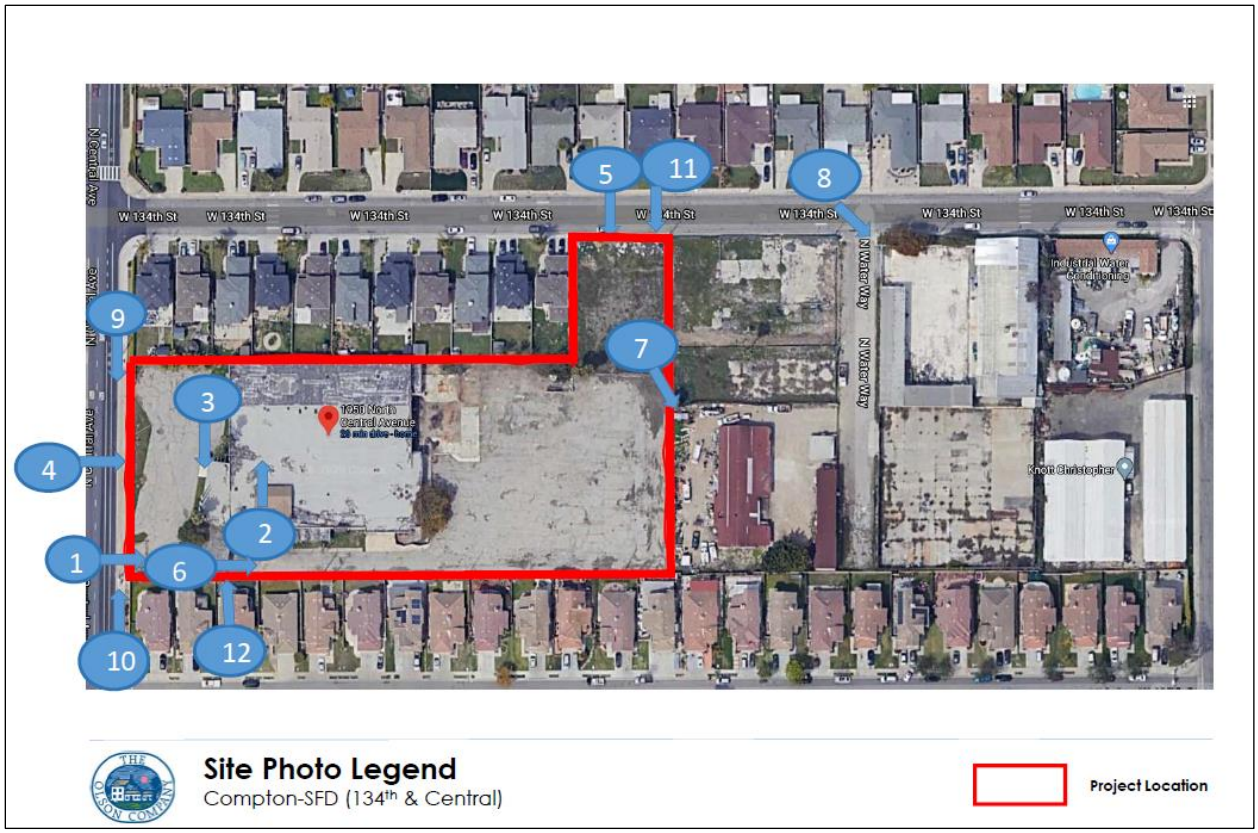
a) That the proposed subdivision for condominium purposes will substantially comply with the new General Plan land use designation and zoning classification with the implementation of the conditions of approval.
b) That the project conforms to the State Subdivision Map Act and the State Seismic Hazards Mapping Act (SHMA) of 1999 and Chapter 28 of the Compton Municipal Code.
c) That the proposed subdivision for condominium purposes is located on a site that is physically suitable for residential development and will serve as a transition development from the heavily trafficked Rosecrans Avenue, eliminate blight and provide greater housing opportunities, and help encourage additional development in the area.

2.9 EXISTING AND SURROUNDING LAND USES

2.9.1 EXISTING LAND USES

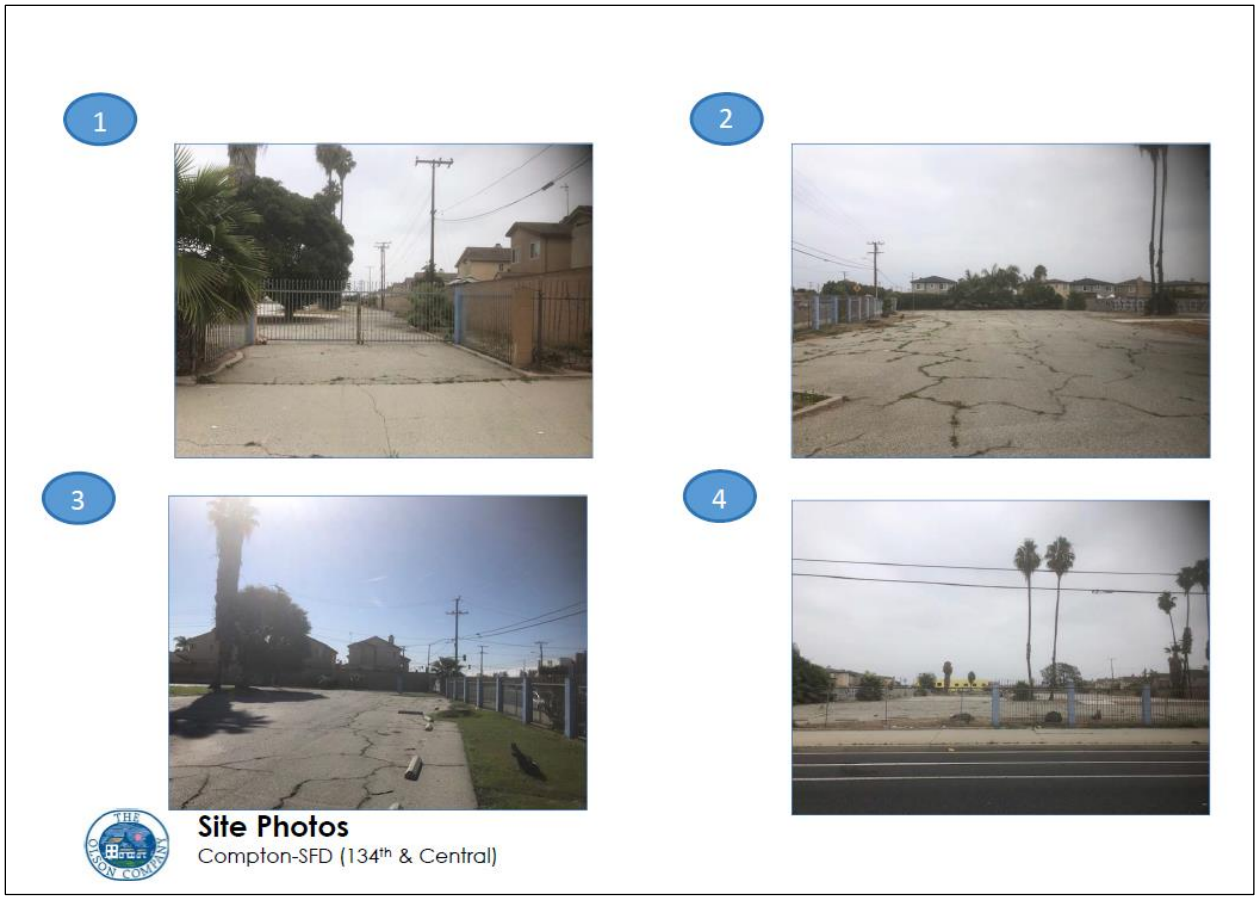
The Project site is currently vacant, with the majority of the site paved with asphalt or covered with concrete, and the remnants of the old building footings and slabs. A small portion of the site contains non-native shrubs and grass. Existing access to the site are from two main access points along the west frontage on N. Central Avenue and a third access is located along the site frontage on W. 134th Street. (Reference Figures 9-12, Site Photo Legend and Site Photos.)

Figure 9. Project Site Photo Legend



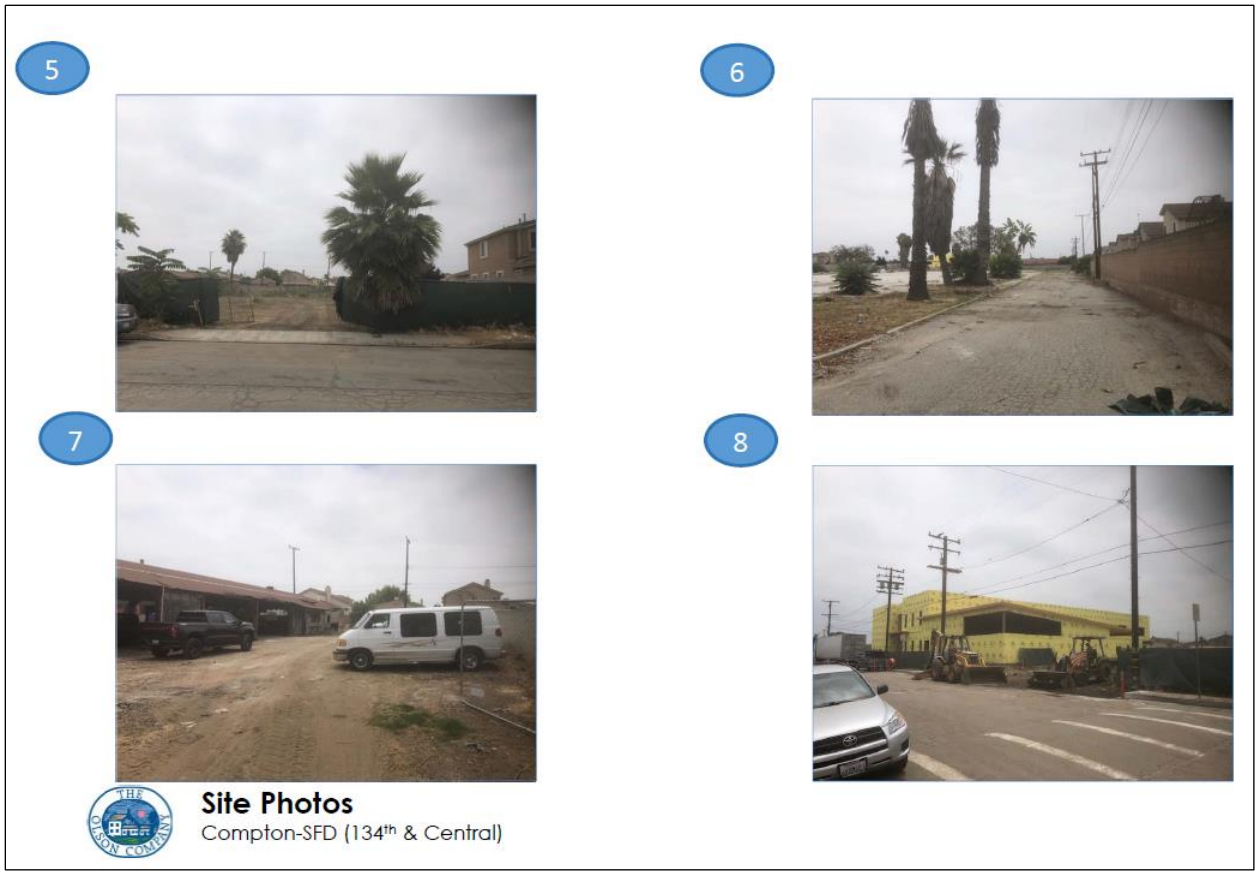
(Source: The Olson Company)

Figure 10. Project Site Photos (1-4)



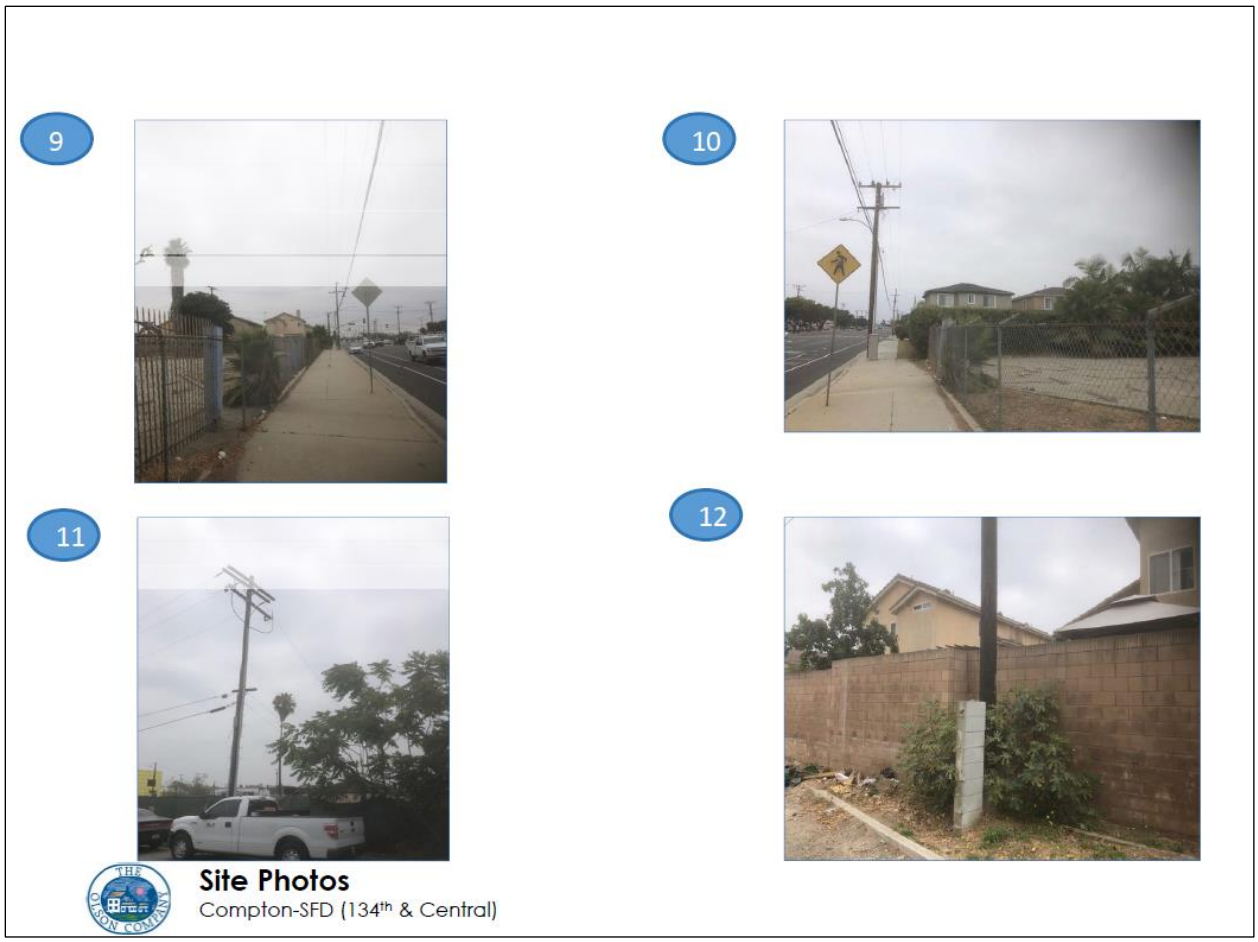
(Source: The Olson Company)

Figure 11. Project Site Photos (5-8)



(Source: The Olson Company)

Figure 12. Project Site Photos (9-12)



(Source: The Olson Company)

Previously, the site contained a 40,000 square foot commercial building, that was built as a bowling alley in 1962. The interior of the building was destroyed by fire in the 1970. The building laid dormant up to 1984, when it was renovated and opened as a Skateland U.S.A., as place where local youths could skate. Within a few months, Skateland became a popular hip-hop venue, and operated as a successful nightclub as well as a skating rink. However, by 1988, neighborhood crime forced the venue to close. The building was used as a storage facility until its permanent closure and demolition.

Historically, the Project site was used for agriculture, predominately orchards, until the 1940s.[1]

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[1] *Summary of Environmental Site Conditions and Remedial Cost Estimate, 1950 North Central Avenue, Compton, California;* prepared by Stantec Consulting Services, Inc.; April 24, 2020; contained in Appendix C of this document.

2.9.2 SURROUNDING LAND USES

As shown in Figure 13, Aerial of Project Site and Surrounding Area, the Project site is surrounded by single-family residential on the north, south and west. Immediately, north and south of the site, the single-family houses are two-story. (Reference Figure 14, Photos of Surrounding Areas.) The majority of the other surrounding single-family houses are single-story. Immediately east of the site is a vacant property and two one-story structures with trucks and vehicles stored on site. East of N. Water Way, the two-story KIPP School is currently under construction.

The Brickyard development, immediately southwest of the site, is a major industrial redevelopment of 70 acres. Other notable surrounding uses are Centennial High School, located on the east side of N. Central Avenue about 600 feet north of the Project Site, and Enterprise Park, located two blocks west of N. Central Avenue about 800 feet north of the Project site.

Figure 13. Aerial of Project Site and Surrounding Areas

(Source: Google Maps)

Figure 14. Photos of Surrounding Areas

(Source: Google Maps)

2.9.2 CUMULATIVE PROJECTS

City of Compton Community Development Department reports the following active projects in the vicinity of the Project site that could contribute to cumulative impacts. These cumulative projects are considered in cumulative impacts discussions throughout this document.

- Single-Family Detached Project at 13024 Salinas Avenue: 94 Residential units
- KIPP Middle School Middle School at 134th and Water Way: 300 Students
- KIPP Elementary School Elementary School at 134th and Water Way: 500 Students

2.10 OTHER PUBLIC AGENCIES WHOSE APPROVAL IS REQUIRED

Entitlement of the Project will require approval of this Initial Study/Mitigated Negative Declaration by the City of Compton City Council, acting as lead agency. The Project also requires a series of entitlements that will require review and approval by the City of Compton Planning Commission and City Council. These entitlements include: General Plan Land Use Map Amendment, Specific Plan/Zoning Map Amendment, Tentative Tract Map.

No approval from other public agencies will be required.

2.11 HAVE CALIFORNIA NATIVE AMERICAN TRIBES TRADITIONALLY AND CULTURALLY AFFILIATED WITH THE PROJECT AREA REQUESTED CONSULTATION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.3.1? If so, has Consultation Begun?

Yes. In correspondence dated June 26, 2020, the Native American Heritage Commission (NAHC) provided the results of a Sacred Lands File check which was positive for potential Native American resources. (Reference Appendix A.) The NAHC advises consultation with the following tribes: Gabrieleno Band of Mission Indians - Kizh Nation; Gabrieleno/Tongva San Gabriel Band of Mission Indians; Gabrielino /Tongva Nation; Gabrielino Tongva Indians of California Tribal Council; Gabrielino-Tongva Tribe; Soboba Band of Luiseno Indians.

On July 13, 2020, letters were sent to representatives of each of the NAHC listed tribes inviting each to request formal consultation. (Reference Appendix B). This consultation process and potential Project impacts to Tribal Resources are discussed in Section 18 of this Initial Study.

NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

SECTION 3.0 – ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology/ Soils	☐ Greenhouse Gas	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/ Planning	☐ Mineral Resources
☐ Noise	☐ Population/ Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

SECTION 4.0 – DETERMINATION: (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this initial evaluation:

☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature Date

SECTION 5.0 – EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the Project falls outside a fault rupture zone.) A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the Project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
    a) Earlier Analysis Used. Identify and state where they are available for review.
    b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
    c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning

ordinances). Reference to a previously prepares or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:
    a) the significance criteria or threshold, if any, used to evaluate each question; and
    b) the mitigation measure identified, if any, to reduce the impact to less than significance.

SECTION 6.0 – ANALYSIS OF ENVIRONMENTAL IMPACTS

The following section the environmental topics contained in the Initial Study, Appendix G of the CEQA Guidelines. For each environmental topic, the thresholds of significance are presented and the finding relative to each threshold is checked. An analysis supporting each finding is then presented along with an assessment of cumulative impacts and applicable mitigation requirements.

6.1 AESTHETICS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant	No Impact
AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

6.1.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project have a substantial adverse effect on a scenic vista?

No Impact. The City, including the Project site, is relatively flat. Elevation ranges from approximately 60-75 feet above mean sea level. There are no designated scenic views identified in the City of Compton General Plan (General Plan).

The Project would replace a vacant lot with scattered vegetation with an architecturally cohesive single-family development. Along Central Avenue, the Project proposed landscape plan includes trees and groundcover. The Project would improve the appearance of the Central Avenue along its frontage. Consequently, the Project would not have an adverse effect on a scenic vista.

b) Would the Project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The California Department of Transportation (Caltrans) Scenic Highway Program protects and enhances the natural scenic beauty of California's highways and corridors through special conservation treatment.[2] Caltrans defines a scenic highway as any freeway, highway, road, or other public ROW that transverses an area of exceptional scenic quality. Caltrans designates a scenic highway by evaluating how much of the natural landscape a traveler sees and the extent that visual intrusions degrade the scenic corridor. There are no state highways and no designated scenic highways in the vicinity of the Project site.

The General Plan does not identify Scenic Corridors including Central Avenue. The Project would enhance its frontage along Central Avenue with an architecturally cohesive development and landscape. Central Avenue is not a state scenic highway. Consequently, the Project would not damage scenic resources within a state scenic highway.

c) Would the Project substantially degrade the existing visual character or quality of the site and its surroundings?

No Impact. Figures 9 through 12, above, show the existing condition of the Project site. It is vacant with cracked paving, scattered vegetation and unmaintained fencing. As proposed, the Project would develop architecturally cohesive residential single-family houses, including landscaping and amenities. The Project would be compatible with the existing single-family residential uses north, west and south of the site. The Project would improve the visual character and quality of the site, and no significant adverse impacts to the site or surroundings would occur.

d) Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No Impact. Existing light sources in the vicinity of the Project site include exterior lighting from surrounding mostly residential uses. Vehicles on the adjacent street also have nighttime lighting. The Project would develop 29 single-family houses similar to the existing neighborhoods north, west and south of the site. With the new houses, the Project would create new exterior light sources on the structures, interior private streets and Project entry. Chapter 30-19.5 of the CMC contains

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[2] Scenic Highways | Caltrans; accessed January 20, 2021.

lighting standards for new development. Compliance with this Municipal Code would ensure that the new light sources created by the Project would not create glare or adversely affect the surrounding uses. Consequently, the Project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

6.1.2 Cumulative Impacts

The analysis determined that the proposed Project would not result in significant adverse aesthetic impacts. By redeveloping the vacant unmaintained site with an architecturally cohesive residential community, the Project would improve the visual character of the site, and surrounding area. It would be consistent with existing residential development north, west and south of the site. Aesthetic impacts are generally site or area specific. The Project would positively impact the visual character of the surrounding area. Consequently, the Project would not result in significant adverse cumulative aesthetics impacts.

6.1.3 Mitigation Measures

The analysis determined that the proposed Project would not result in any significant adverse impacts regarding aesthetics. Consequently, no mitigation is required.

6.2 AGRICULTURE AND FOREST SERVICES

AGRICULTURAL/FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997)prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)) or timberland (as defined in Public Resources Code Section 4526)				X
d) Result in loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

6.2.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance?

No Impact. Compton is primarily an urban environment with no agricultural land under commercial cultivation. However, there are two areas of the City adjacent to Greenleaf Avenue that are zoned as residential agricultural. One is the area bounded by E. Greenleaf Avenue, Compton Community College and Tarter Lane is designated as a residential agricultural area. The second area is located north of W. Greenleaf Boulevard between Oleander Avenue and S. Wilmington Avenue, and both sides of Raymond Street on the north. This second area, with the exception of properties on S. Wilmington Avenue, are zoned residential agricultural. These residential agriculture areas in the City are used primarily as single-family homes, small child day-care centers and nurseries. Residents within these areas are allowed to own a limited number of farm animals such as poultry, rabbits, sheep, goats, aviary, horses or cows for private use. These areas are approximately 4 and 2 miles from the Project site, respectively.

Although the Project site was used for agricultural purposes, as an orchard, up to the 1940's, no agricultural uses remain on the site or surrounding areas. The state of California Department of Conservation classifies the Project site and its surrounding areas as "urban and built-up land".[3] Consequently, the Project would not convert farmland to a non-agricultural use.

b) Would the Project conflict with existing zoning for agricultural use or a Williamson Act Contract?

No Impact. The Williamson Act (Cal. Govt. Code, §51200 et seq.) allows county governments to enter into contracts with private landowners who agree to restrict parcels of land to agricultural uses or uses compatible with agriculture for at least ten years. In return, landowners receive property tax assessments that are much lower than normal because they are based upon income derived from farming and open space uses as opposed to full market value of the property. Although, as noted above, there are two areas of the City zoned for residential agriculture, there are no dedicated agriculture use currently within the City and no Williamson Act contracts. Consequently, the Project would not conflict with an agricultural use or Williamson Act contract.

c) Would the Project conflict with existing zoning for or cause rezoning of, forest land?

No Impact. The City, inclusive of the Project site, is developed with urban land uses. There are no forest, timberlands or forest zoning in the City. Consequently, the Project would not conflict with zoning for forest land.

d) Would the Project result in the loss of forest land or the conversion of forest land to a non-forest use?

No Impact. As discussed in Section 6.2.c of this Initial Study, above, the City, inclusive of the Project site, is developed with urban land uses. There are no

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[3]https://maps.conservation.ca.gov/dlrp/ciff/; accessed June 23, 2020.

forest, timberlands or forest zoning in the City. Consequently, the Project would not result in the loss or conversion of forest land.

e) Would the Project involve other changes in the existing environment that, due to their location or nature, may result in conversion of farmland to non-agricultural use

No Impact. As discussed in Sections 7.2.a, b and c of this Initial Study, above, the City, inclusive of the Project site, is developed with urban land uses. There are no exclusive farmlands or forests in the City. Consequently, the Project would not result in the loss or conversion of farmland or forest land.

6.2.2 Cumulative Impacts

There are no agriculture nor forest resources within the City. Consequently, development within the City would not cause impacts to agriculture or forest resources. Similarly, the Project would not result in significant adverse cumulative agriculture and or forest resource impacts.

6.2.3 Mitigation Measures

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts on agriculture and or forest resources. As a result, no mitigation is required.

6.3 AIR QUALITY

AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?		X		
d) Result in other emissions (such as those leading to odors)adversely affecting a substantial number of people?			X	

6.3.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

Data presented in this Air Quality section is based on the "134th & Central Residential Development Air Quality & Greenhouse Impact Study, City of Compton", prepared by RK Engineering Group, Inc. (Air Quality Impact Study) and contained as Appendix D to this Initial Study.

a) Would the Project conflict with or obstruct the implementation of the applicable air quality plan?

Less Than Significant Impact. The City of Compton is within the South Coast Air Basin (SCAB), which is bounded by the Pacific Ocean to the south and west and mountains to the north and east. Air quality in the South Coast Air Basin is managed by the South Coast Air Quality Management District (SCAQMD). The SCAQMD and the Southern California Association of Governments (SCAG) are the agencies responsible for preparing the Air Quality Management Plan (AQMP) for the SCAB. The AQMP was designed to comply with State and federal requirements, reduce the high level of pollutant emissions in the SCAB, and ensure clean air for the region through various control measures.

The regional AQMP is updated periodically with the most recent SCAB AQMP adopted in March 2017 and referred to as the 2016 AQMP. According to the 2016 AQMP, the most significant air quality challenge in the SCAB is to reduce nitrogen oxide (NOx) emissions sufficiently to meet the upcoming ozone standard deadlines. The 2016 AQMP suggests that total SCAB emissions of NOx must be reduced to approximately 141 tons per day (tpd) in 2023 and 96 tpd in 2050 to attain the 8-hour ozone standards. This represents an additional 45 percent reduction in NOx in 2023, and an additional 55 percent NOx reduction beyond 2050 levels.

In compliance with the 2016 AQMP, the SCAQMD establishes air quality emissions thresholds for criteria air pollutants for the purposes of determining whether a project may have a significant effect on the environment per Section 15002(g) of the Guidelines for implementing CEQA. By complying with the thresholds of significance, the Project would be in compliance with the SCAQMD AQMP as well as federal and state air quality standards.

Table 2 lists the air quality significance thresholds for the six criteria air pollutants, including NOx, that are relevant to the Project and analyzed in the Air Quality Impact Study.

Table 2: SCAQMD Regional Significance Thresholds

Pollutant [1]	Construction (lbs/day)	Operation (lbs/day)
NO_X	100	55
VOC	75	55
PM_{10}	150	150
$PM_{2.5}$	55	55
SO_X	150	150
CO	550	550

[1] ROG (reactive organic gases); NOx (oxides of nitrogen); CO (carbon monoxide); PM-10 (respirable 10-micron diameter particulate matter); PM-2.5 (respirable 2.5-micron diameter particulate matter; SOx (oxides of sulfur).

As discussed in Section 6.1.b, below, although Project construction and operation would emit air pollutants, these emission levels would not exceed NOx thresholds set by the 2016 AQMP or any of the other air pollutant thresholds set by the SCAQMD and listed above in Table 2. Consequently, the Project impacts relative to consistency with the goals of 2016 AQMP are less than significant.

b) Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard

Less Than Significant Impact. A violation of an air quality standard could occur over the short-term during construction, or over the long-term during its subsequent operation. Each is addressed below.

Construction Impacts: Project construction raises localized ambient pollutant concentrations. Construction air quality impacts are considered significant if they exceed any of the construction thresholds listed in Table 2.

During construction air quality impacts may occur during demolition, site preparation, and construction activities associated with the project. Major sources of emissions during construction include exhaust emissions, fugitive dust generated as a result of soil and material disturbance during site preparation, and grading activities, and painting of the structures.

Table 3 presents the calculation of daily emissions projected for site construction. The calculations presented in the Table are the results of the CalEEMod Model which applies typical construction equipment, labor, phasing and materials to the project, based on its size, location and proposed timing. The CalEEMod Model is not intended as an exact accounting of what equipment will ultimately be used and what emissions are produced by a project. Rather, the model represents a "yard stick" by which projects may be compared on a one-to-one basis. The methodology applied by the CalEEMod Model are based on studies performed by the SCAQMD for construction projects in the southern California. The SCAQMD recommends use of the CalEEMod Model for typical construction projects.

To assess air quality construction impacts for the Project, the Air Quality Impact Study inputted the following assumptions into the CalEEMod Model: Construction of the Project is assumed to begin in year 2021 and last approximately 12 months. Construction phases are assumed to consist of demolition, site preparation, grading, building construction, paving and architectural coating. The demolition phase would consist of demolishing and removing approximately 112,309 square feet of on-site concrete slab, asphalt paving and an existing sidewalk. Grading for the project would require mass excavation of 2,500 cubic yards (CY) and over excavation of 28,000 CY of soil. Balancing the site for development will require export of 2,000 cubic yards and import of 1,000 cubic yards of soil. Construction phases are not expected to overlap.

Construction impacts are estimated by construction phase: demolition, site preparation, grading, building construction, paving and architectural coating. As shown in Table 4, although Project construction would emit air pollutants, these emission levels are within their respective threshold values and the impact is less than significant.

Table 3: Comparison of Projected Construction Emissions and Daily Criteria Values (Pounds/Day)						
Activity	**VOC**	**NO_x**	**CO**	**SO_2**	**PM_{10}**	**$PM_{2.5}$**
Demolition	3.97	40.55	23.82	0.06	9.16	5.73
Site Preparation	3.97	40.56	21.82	0.07	9.16	5.73
Grading	2.36	24.79	17.09	0.03	3.84	2.40
Building Construction	1.96	17.76	17.06	0.03	1.10	0.94
Paving	1.07	9.58	12.94	0.02	0.71	0.51
Architectural Coating	34.00	1.41	1.89	0.00	0.10	0.09
Maximum	**35.07**	**40.56**	**21.82**	**0.07**	**9.16**	**5.73**
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**	**55**
Exceeds Threshold (?)	**No**	**No**	**No**	**No**	**No**	**No**

Operational Impacts: The major source of long-term air quality impacts is that associated with the emissions produced from project-generated vehicle trips. Stationary sources add only minimally to these values.

Mobile Source Emissions: To assess the traffic impacts associated with the Project, a traffic impact study was prepared ("134th & Central Residential Development Traffic Study, City of Compton", prepared by RK Engineering Group, Inc. (Traffic Impact Study) and contained as Appendix E to this Initial Study). According to the Traffic Impact Study, the Project is estimated to generate 9.44 average daily vehicle trips (ADT) during the weekday, 9.54 ADT on Saturday, and 8.55 ADT on Sunday.

Stationary Source Emissions: In addition to vehicle trips, the future Project occupants would produce emissions from on-site sources including the combustion of natural gas for space and water heating and the use other heating sources (e.g., hearths). Additionally, the structures would be maintained and this requires repainting over time, thus resulting in the release of additional emissions. Finally, the landscape would require maintenance and this equipment produces combustion emissions.

The resultant emissions are projected by the Air Quality Impact Study CalEEMod computer model and included in Table 4. As discussed above, the CalEEMod Model methodology is based on studies performed by the SCAQMD for typical projects in the southern California and represents a "yard stick" by which projects may be compared on a one-to-one basis. As shown in Table 4, although Project operation would emit air pollutants, these emission levels are within their respective threshold values and the impact is less than significant.

In accordance with SCAQMD methodology, projects that do not exceed or can be mitigated to less than the daily threshold values do not add significantly to a cumulative impact. Neither the construction nor the operation of the Project would exceed the recommended SCAQMD threshold levels and this impact is less than significant.

Table 4: Comparison of Projected Daily Operational Emissions and Daily Criteria Values (Pounds/day)[1]

Activity	VOC	NO_x	CO	SO_2	PM_{10}	PM2.5
Mobile Sources	0.52	2.53	7.03	0.03	2.10	0.58
Energy Sources	0.02	0.21	0.09	0.00	0.02	0.02
Area Sources	1.29	0.45	2.66	0.00	0.05	0.05
Total	**1.83**	**3.19**	**9.78**	**0.03**	**2.17**	**0.64**
SCAQMD Threshold	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Threshold (?)	**No**	**No**	**No**	**No**	**No**	**No**

[1] Maximum daily emissions during summer or winter; includes both on-site and off-site project emissions.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact with Mitigation Incorporated. Project construction and operation have the potential to raise localized ambient pollutant concentrations. This could present a significant impact to sensitive receptors if these concentrations were to exceed the State or federal ambient air quality standards at receptor locations. Sensitive receptors are considered land uses or other types of population groups that are more sensitive to air pollution exposure. Sensitive population groups include children, the elderly, the acutely and chronically ill, and those with cardio-respiratory diseases. For CEQA purposes, the SCAQMD considers a sensitive receptor to be a location where a sensitive individual could remain for 24-hours or longer, such as residences, hospitals, and schools.

Sensitive receptors are considered vulnerable to emissions if located within 25 meters of a project site. Sensitive uses in or near this range to the Project site are the residential homes located adjacent to the north and south. A school is also in the process of being constructed and is assumed to be operational by the start of project construction.

Localized Significance Thresholds: SCAQMD establishes localized significance thresholds (LSTs) based on the ambient concentrations of applicable air pollutants for source receptor area. SCAQMD has divided the SCAB region into thirty-eight Source Receptor Areas (SRA) for monitoring and reporting local air

quality. The SCAQMD provides daily reports of the current air quality conditions in each general forecast area and SRA, and LSTs are established for each SRA. The Project site is located within the Metropolitan general forecasting area and South Central LA County air monitoring area (SRA-12). LSTs for SRA-12 are shown in Table 5, below.

To measure LSTs, the Air Quality Impact Study utilized SCAQMD's significance tables which measures the approximate amount of pollutants that reach nearby properties. These calculated LST thresholds are presented in Table 5 for both construction and operational emissions. As shown in the Table, emissions would be below levels of significance for construction and operation, with the exception of PM2.5 during Project construction.

In order to ensure the project emissions levels are within the allowable threshold limits, the Air Quality Impact Study recommends a series of measures that are incorporated into Mitigation Measures AQ-1 and AQ-2 below. Inclusion of these measures would reduce all localized construction emissions, and for PM2.5, the reduction would drop the emissions below a level of significance.

Table 5: Comparison of Projected Construction and Operational Emissions to SCAQMD Localized Significance Thresholds[1] (LST) (Pounds/day)

	Pollutant			
	NO_x	**CO**	**PM_{10}**	**PM2.5**
Project Construction Emissions				
Project Construction Maximum Emissions	40.50	21.15	8.95	5.68
LST Construction Thresholds	**80.1**	**484.5**	**9.8**	**5.5**
Exceeds LST Construction Thresholds?	**No**	**No**	**No**	**Yes**
Project Construction Emissions with Mitigation Measures AQ-1 and AQ-2 Added				
Project Mitigated Construction Maximum Emissions	2.23	20.87	6.97	3.86
LST Construction Thresholds with Mitigation	**80.1**	**484.5**	**9.8**	**5.5**
Exceeds LST Construction Thresholds?	**No**	**No**	**No**	**No**
Project Operational Emissions				
Project Operation Emissions	0.79	3.10	0.17	0.09
LST Operational Thresholds	**80.1**	**484.5**	**2.9**	**1.6**
Exceeds LST Operational Thresholds?	**No**	**No**	**No**	**No**

Toxic Air Contaminants: Other potential impacts that could affect sensitive receptors are Toxic Air Contaminants (TACs) is defined as air pollutants that may cause or contribute to an increase in mortality or serious illness, or which may pose a hazard to human health, and for which there is no concentration that does

not present some risk. The primary source of TACs from non-industrial land use development projects would include diesel particulate matter (DPM) generated from diesel exhaust emissions. The Project would consist of residential uses. This type of project does not include major sources of toxic air contaminants (TAC) emissions that would result in significant exposure of sensitive receptors to substantial pollutant concentrations. Therefore, the Project TAC impact is considered less than significant.

CO Hot Spot Emissions: A CO hot spot is a localized concentration of carbon monoxide (CO) that is above the state one-hour standard of 20 ppm or the eight-hour standard of 9 ppm. At the time of the publishing of the 1993 CEQA Air Quality Handbook, the SCAB was designated nonattainment, and projects were required to perform hot spot analyses to ensure they did not exacerbate an existing problem. Since this time, the SCAB has achieved attainment status and the potential for hot spots caused by vehicular traffic congestion has been greatly reduced. In fact, the SCAQMD AQMP found that peak CO concentrations were primarily the result of unusual meteorological and topographical conditions, not traffic congestion. Additionally, the 2003 SCAQMD AQMP found that, at four of the busiest intersections in SCAB, there were no CO hot spots concentrations.

Furthermore, the Traffic Impact Study (Appendix E), found that all significant Project traffic impacts would be mitigated to less than significant levels. Therefore, the Project would not significantly increase traffic congestion in the vicinity of the site that would lead to the formation of CO Hot Spots. The Project impact to CO Hot Spots is less than significant.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less Than Significant Impact. Project construction would involve the use of heavy equipment creating exhaust pollutants from on-site earth movement and from equipment bringing concrete and other building materials to the site. Odors associated with this exhaust would be confined to the immediate vicinity of the equipment itself. By the time such emissions reach any sensitive receptor sites away from the Project site, they will be diluted to well below any level of air quality concern. Additionally, some odor would be produced from the application of asphalt, paints, and coatings. Any exposure to these common odors would be of short-term duration and, while unpleasant and potentially adverse, are not associated with a specific health hazard and are less than significant. Operational odors could be produced from on-site cooking or barbeque typical of a residential use. Because these odors are common in the environment, they would not constitute a significant impact.[4]

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[4] SCAQMD CEQA Air Quality Handbook, Figure 5-4, Land Uses Associated with Odor Complaints identifies potentially significant odor impacts from such uses as agriculture (farming and livestock), a wastewater treatment plant, a food

6.3.2 CUMULATIVE IMPACTS

As discussed above, in accordance with SCAQMD methodology, projects that do not exceed or can be mitigated to less than the daily threshold values do not add significantly to a cumulative impact. Neither the construction nor the operation of the Project would exceed the recommended SCAQMD threshold levels. Consequently, the Project would not create significant cumulative impacts relative to air quality.

6.3.3 MITIGATION MEASURES

The following mitigations are recommended to further reduce potential construction air pollutant impacts to sensitive receptors.

Mitigation Measure AQ-1: **Fugitive Dust Control.**
Timing: Prior and During Construction.
Department Responsible: Community Development.

The project must follow the standard SCAQMD rules and requirements with regards to fugitive dust control, which includes, but are not limited to the following:

1. All active construction areas shall be watered two (2) times daily.
2. Speed on unpaved roads shall be reduced to less than 15 mph.
3. Any visible dirt deposition on any public roadway shall be swept or washed at the site access points within 30 minutes.
4. Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered twice daily.
5. All operations on any unpaved surface shall be suspended if winds exceed 15 mph.
6. Access points shall be washed or swept daily.
7. Construction sites shall be sandbagged for erosion control.
8. Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
9. Cover all trucks hauling dirt, sand, soil, or other loose materials, and maintain at least 2 feet of freeboard space in accordance with the requirements of California Vehicle Code (CVC) section 23114.
10. Pave or gravel construction access roads at least 100 feet onto the site from the main road and use gravel aprons at truck exits.
11. Replace the ground cover of disturbed areas as quickly possible.
12. A fugitive dust control plan should be prepared and submitted to SCAQMD prior to the start of construction.

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processing plant, a chemical plant, a composting facility, a refinery, a landfill, or a dairy. No significant odor impacts are identified from residential uses.

Mitigation Measure AQ-2:**Construction Management Plan.**

Timing: Prior and During Construction.

Department Responsible: Community Development.

The Project Applicant shall prepare and implement a Construction Management Plan which will include Best Available Control Measures for review and acceptance by the City Building Official. The plan shall include strategies for ensuring the following measures are implemented:

1. Require all construction equipment to have Tier 3 modified to Tier 4 or Tier 4 low emission "clean diesel" engines that include diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.
2. Construction equipment shall be maintained in proper tune.
3. All construction vehicles shall be prohibited from excessive idling. Excessive idling is defined as five (5) minutes or longer.
4. Minimize the simultaneous operation of multiple construction equipment units.
5. The use of heavy construction equipment and earthmoving activity should be suspended during Air Alerts when the Air Quality Index reaches the "Unhealthy" level.
6. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
7. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors (residential land uses).
8. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.
9. Utilize zero VOC and low VOC paints and solvents, wherever possible.
10. Provide temporary dust barriers or construct perimeter walls during the first phase of construction.

6.4 BIOLOGICAL RESOURCES

BIOLOGICAL RESOURCES. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Have a substantial adverse effect, either directly or through habitat modification, on any species identified as candidate, sensitive or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Boulevard 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservancy Conservation Plan, or other approved local,				X

BIOLOGICAL RESOURCES. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
regional, or state habitat conservation plan?				

6.4.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project adversely impact either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. The City is largely urbanized. Natural resources within the City include the Compton Creek, which is located about 0.3 to 10 miles south and east of the Project site. Compton Creek has a soft-bottom portion with a wetland habitat. Vegetation in the creek wetland includes cattails and aquatic grasses. Animal life includes killdeer, red-winged blackbirds and great blue heron. Special interest/sensitive animal species identified as potentially occurring in the creek area is the Pacific pocket mouse (Perognathus longimembris pacificus). The special interest/sensitive plant species identified as potentially occurring in the area includes the southern tarplant (Centromadia parryi ssp. australis), the Coulte's goldfields (Lasthenia glabrata ssp. coulteri), the Parish's brittlescale (Atriplex parishii), the coastal dunes milk-vetch (Astragalus tener var. titi), the Brand's phacelia (Phacelia stellaris); the spreading navarretia (Navarretia fossalis), the prostrate navarretia (Navarretia prostrata), and the California orcutt grass (Orcuttia californica). No rare or endangered plant species are known to currently exist in the City.

The Project site is disturbed and covered with paving and scattered non-native shrubs and trees. Surrounding areas are fully urbanized, and as noted above, there are no species identified as endangered, candidate within the City, and special interest and sensitive species are located away from the site in the Compton Creek area. Consequently, no significant impact would occur to any sensitive species designated by the resources agencies as a result of Project implementation.

b) Would the Project have a substantial impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. As noted above, the Project site is disturbed and developed with residential structures. Onsite vegetation consists of weeds, and scattered non-

native shrubs and trees. Surrounding areas are fully urbanized. No riparian habitat or other sensitive natural community are known to occur on the site or surrounding area. The one natural habitat area identified in the General Plan is Compton Creek located about 0.3 to 10 miles south and east of the Project site. Consequently, Project implementation would not result in significant adverse impacts to riparian or other sensitive natural community.

c) Would the Project have a substantial impact on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. Wetlands are defined under the federal Clean Water Act as land that is flooded or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that normally does support, a prevalence of vegetation adapted to life in saturated soils. Wetlands include areas such as swamps, marshes, streams, lakes, and bogs. According to the USFWS National Wetlands Mapper[5], there no wetlands within the vicinity of the Project site. As discussed above, the one identified wetland in the City is Compton Creek located 10 miles southeast of the Project site. Consequently, the Project would not cause a substantial adverse effect on federally protected wetlands.

d) Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites?

Less Than Significant. As discussed above, the Project site is surrounded by urban land uses and does not contain identified native or sensitive species, riparian or sensitive habitats or wetlands. There are a number of non-native trees on the site, but because they are surrounded by urban uses, the trees are unlikely to provide suitable habitat, including nesting habitat, for migratory birds under the federal Migratory Bird Treaty Act (MBTA) and under Section 3513 et. seq. of the CDFW Code.[6] The site is mostly paved and does not provide the large dirt fields that support burrowing owls. Consequently, Project impacts regarding substantial interference with the movement of a species would be less than significant.

e) Would the Project conflict with any local policies or ordinances, protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. Existing vegetation on the site consists of weeds, and scattered shrubs and trees. Neither the General Plan nor Municipal Code contain policies identifying or protecting specified tree species. Consequently, the Project would not conflict with a policy that protects biological resources such as a tree preservation policy.

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[5] http://www.fws.gov/wetlands/data/mapper.HTML; accessed June 23, 2020.

[6] Migratory birds include all native birds in the United States, as listed in 50 CFR (Code of Federal Regulations) 10.13 (List of Migratory Birds).

f) Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?

No Impact. The City does not have any adopted Habitat Conservation Plans, Natural Community Conservation Plans or other conservation plans within its corporate boundaries. Consequently, the Project would not conflict with provisions of an adopted Habitat Conservation Plan or Natural Community Conservation Plan.

6.4.2 Cumulative Impacts

The proposed Project would not involve any loss of protected habitat since no such habitat is found within the Project site's boundaries. As a result, no significant cumulative impacts on biological resources will be associated with the proposed project's implementation.

6.4.3 Mitigation Measures

The Project would not have significant impacts relative to biological resources, and no mitigation is required.

6.5 CULTURAL RESOURCES

CULTURAL AND RESOURCES. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		X		
c) Disturb any human remains including those interred outside of formal cemeteries?		X		

6.5.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5 of the CEQA?

No Impact. The CEQA Guidelines, Section 15064.5, define "historic resources" to include the following:

(1) A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Pub. Res. Code § 5024.1, Title 14 CCR, Section 4850 et seq.).

(2) A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements section 5024.1(g) of the Public Resources Code, shall be presumed to be historically or culturally significant.[7]

(3) Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of

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[7] California Public Resources Code Section 5020.1(k), Section 5024.1(g).

Historical Resources (Pub. Res. Code § 5024.1, Title 14 CCR, Section 4852) including the following:

(A) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage; (B) Is associated with the lives of persons important in our past; (C) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or (D) Has yielded, or may be likely to yield, information important in prehistory or history.

Compton is located on one of the oldest communities in Los Angeles County, dating back to 1784, when it was once a part of Rancho San Pedro. One of Compton's first homes, the Heritage House was built in 1869 and is a State Historic Landmark, and located 2 miles southeast of the Project site. Other historical sites include the First United Method Church, which is the second oldest protestant church in Southern California and located 4 miles southeast of the Project site; Angeles Abbey Mausoleum located in the Angeles Abbey Cemetery at 1515 E. Compton Boulevard in a county unincorporated section of Compton, and 3 miles east of the Project site; and Woodlawn Cemetery located at 1715 W. Greenleaf which is the final resting place of 18 civil war veterans, and has been a Los Angeles County Historic Landmark since 1946 and located one mile south of the Project site.

To identify potential archaeological and historic resources on the Project site and its vicinity, a records search by the South Central Coastal Information Center (SCCIC) was conducted and the results are summarized in a July 24, 2020 letter from SCCIC, contained in Appendix F of this Initial Study document. The SCCIC search included a review of all recorded archaeological and built-environment resources as well as a review of cultural resource reports on file. In addition, the SCCIC search reviewed California Points of Historical Interest (SPHI), the California Historical Landmarks (SHL), the California Register of Historical Resources (CAL REG), the National Register of Historic Places (NRHP), the California State Built Environment Resources Directory (BERD), and the City of Los Angeles Historic-Cultural Monuments (LAHCM) listings within the vicinity of the Project site. The SCCIC letter does not identify any historic resource within or adjacent to the site. Consequently the Project site is not located in close proximity to a designated historic resource.

As discussed in Section 2.9.1 of this Initial Study, the site previously contained a 40,000 square foot commercial building, that was built as a bowling alley in 1962. The interior of the building was destroyed by fire in the 1970, and it laid dormant up to 1984, when it was renovated and opened as a Skateland U.S.A., as place where local youths could skate. Within a few months, Skateland became a popular hip-hop venue, and operated as a successful nightclub as well as a skating rink. However, by 1988, neighborhood crime forced the venue to close. The building, which had no historic recognition, was used as a storage facility until its permanent closure and demolition in 2015. Consequently, no historic resources are located on or near the Project site, and the Project would not result in an impact to a historical resource.

b) Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines?

Less Than Significant with Mitigation Incorporated. This Section discusses potential impacts to other "unique archaeological resources" which are defined by §15064.5 of the CEQA Guidelines as an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

(1) Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.
(2) Has a special and particular quality such as being the oldest of its type or the best available example of its type.
(3) Is directly associated with a scientifically recognized important prehistoric or historic event or person.

As summarized in the SCCIC letter (Appendix F of this Initial Study), no archaeological studies have been conducted in the Project area and as a result, no archaeological resources have been identified. SCCIC notes that buried resources could potentially be unearthed during Project grading activities, and therefore, customary caution and a halt-work condition should be in place for all ground-disturbing activities. In the event that any evidence of cultural resources is discovered, all work within the vicinity of the find should stop until a qualified archaeological consultant can assess the find and make recommendations. Mitigation Measure CUL-1, below, is added to the Project to incorporate SCCIC's recommendations and protect potential archaeological resources. With inclusion of these measures, potential impacts relative to archaeological resources would be reduced to less than significant levels.

c) Would the Project disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant with Mitigation Incorporated. As discussed in Section 6.5.b, above, the Project site is not within the vicinity of identified archaeological resources, has already been graded and developed, and does not include substantial excavation. There are no cemeteries within Compton. However, similar to many communities within the region, Native Americans historically occupied the region. Should human remains be encountered during Project grading and construction activities, pursuant to state of California Health and Safety Code provisions (notably § 7050.5-7055), all construction activities must cease and the Los Angeles County Coroner, City Community Development Department and Police Department be immediately contacted. Mitigation Measure CUL-2, below, is added to the Project to reduce the potential impacts related to encountering or disturbing human remains to less than significant levels.

6.5.2 CUMULATIVE IMPACTS

The Project, and each of the cumulative projects identified in Section 2.9.2 of the document, are infill projects. Impacts to cultural resources from infill projects are

generally site specific. Each cumulative project in the vicinity of the Project site will be subject to its own environmental review, including a site specific cultural resource assessment. Consequently, no significant cumulative impacts relative to cultural resources would occur as a result of the Project.

6.5.3 MITIGATION MEASURES

The following mitigation will be required to protect potential archaeological resources:

Mitigation Measure CUL-1: **Unanticipated Discovery of Archaeological Resources.**

Timing: Prior to Issuance of Grading Permits.

Department Responsible: Community Development (Building Division).

If an archaeological resource is encountered during ground-disturbing activities, work within 50 feet of the find must halt and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology must be contacted immediately to evaluate the find. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation may be warranted. The on-site monitoring shall end when the project site excavation activities are completed, or sooner if the archaeologist indicates that the site has a low potential for archeological resources. During monitoring, the archaeologist shall complete monitoring logs on a daily basis. The logs will provide descriptions of the daily activities, including construction activities, locations, soil, and any cultural materials identified. Following completion of monitoring, the archaeologist shall prepare a summary memorandum of finds, their significance under CEQA and their disposition. (*Note: The California Historical Resources Information System contains a listing of qualified archaeologists at www.chrisinfo.org.)

Mitigation Measure CUL-2: **Unanticipated Discovery of Human Remains.**

Timing: Prior to Issuance of Grading Permits.

Department Responsible: Community Development (Building Division)..

The discovery of human remains is always a possibility during ground-disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the county coroner must be notified immediately. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

6.6 ENERGY

ENERGY. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?				X
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				X

6.6.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

No Impact. The Project is an infill development, replacing a vacant former commercial site with 29 small lot single-family houses. To accommodate the increased residential density, the Applicant is requesting to change the site's General Plan Land Use Map designation from Low Density to Medium Density Residential which has a density between 8.1 and 17 units per acre, and the Zoning Map designation to Specific Plan following adoption of the proposed 134th & Central Specific Plan. Under the proposed Specific Plan, minimum lot area for each unit would be consistent the Project Conceptual Site Plan, shown in Figure 3. The Specific Plan would accommodate the Project's small lot single-family layout. Medium density residential infill projects such as this Project are by their nature energy efficient. Higher density housing provides housing for more people on less land, and infill housing links to existing infrastructure without the added energy cost of extending roads or water and sewer lines.

In addition, as a new development, the Project would be required to comply with the CBC, including Green Building Code requirements that require energy efficient appliances, low water use plumbing and solar. The Project would incorporate required energy efficient measures such as the following:

- Drip irrigation
- Low flow plumbing fixtures
- Energy efficient appliances and light fixtures
- Net Zero 2020 (enhanced Title 24 standards)

- Solar.

Consequently, the Project would not result in the potentially significant wasteful consumption of energy resources.

b) Would the Project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. The General Plan contains a number of policies that promote energy efficiency. The energy related General Plan policies most applicable to the Project include:

- Conservation/Open Space/Parks and Recreation Element Goal 1.0: Reduce air pollution through land use, transportation, and energy use planning.
- Conservation/Open Space/Parks and Recreation Element Policy 1.8: Encourage the use of energy conservation devices in project design and construction to increase energy efficiency and decrease pollution emissions from off-site electrical power plants and on-site natural gas usage.
- Conservation/Open Space/Parks and Recreation Element Goal 3:0: Conserve energy resources through the use of available technology and conservation practices.
- Conservation/Open Space/Parks and Recreation Element Policy 3.1: Encourage innovative site planning and building designs which minimize energy consumption by taking advantage of sun/shade patterns, prevailing winds, landscaping, and building materials.
- Conservation/Open Space/Parks and Recreation Element Policy 7.4: Encourage use of alternative energy sources including active and passive solar features, and fuel cells, in new residential construction.

As noted above, the Project would incorporate CBC and Green Building Code requirements that require energy efficient appliances, low water use plumbing and solar. Consequently, the Project would not conflict with or obstruct a plan for renewable energy or energy efficiency.

6.6.2 Cumulative Impacts

As an infill development built in accordance with the CBC, the Project would not have adverse impacts relative to energy. Other development projects within the City would be required to incorporate energy efficient measures consistent with the CBC and City policies. As a result, no significant cumulative impacts relative to energy will be associated with the proposed Project's implementation.

6.6.3 Mitigation Measures

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts relative to energy. As a result, no mitigation is required.

6.7 GEOLOGY AND SOILS

GEOLOGY AND SOILS. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?				X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

GEOLOGY AND SOILS. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

6.7.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project cause exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault (as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault), ground-shaking, liquefaction, or landslides?

(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Map issued by the State Geologist for the area or base on other substantial evidence of a known fault?

No Impact. The City of Compton is within the seismically active Southern California region. As discussed in the General Plan Public Safety Element, major faults in the region include the Whittier/Elsinore, Norwalk, Newport/Inglewood, Santa Monica, Sierra Madre, Palos Verdes, and San Andreas faults. The Newport – Inglewood Fault Zone is the only active fault zone that lies within the City of Compton. The fault zone is runs through the southwest corner of Compton, and at its closest is 2 miles southwest of the Project site. There are no designated Alquist-Priolo Special Studies Zones found within the City. Consequently, Project impacts related to rupture of a known earthquake fault as delineated on the Alquist-Priolo Earthquake Fault Map would not be significant.

ii) Strong seismic ground shaking?

Less Than Significant Impact. As discussed above, the site is situated in a seismically active area and near several seismically active faults that could generate ground shaking in Compton. As required by the CBC, geotechnical and soils studies are required prior to Project grading. Project construction must then comply with the requirements of the approved geotechnical report and CBC. Compliance with these measures would mitigate potential adverse impacts from strong seismic ground shaking. Consequently, Project impacts related to rupture of a known earthquake fault would be less than significant.

iii) Seismic-related ground failure, including liquefaction?

Less Than Significant Impact. Liquefaction can be defined as the loss of soil strength or stiffness due to a buildup of pore-water pressure during a seismic event and is associated primarily with relatively loose, saturated fine- to medium-grained unconsolidated soils. Seismic ground shaking of relatively loose, granular soils that are saturated or submerged can cause the soils to liquefy and temporarily behave as a dense fluid. A relatively shallow groundwater table (within approximately 40 feet or less below ground surface) or completely saturated soil conditions that contribute to liquefaction.

Historical high ground water in Compton ranges from twenty feet west of the Compton Creek, to eight feet near Compton College north to the boundaries of the City. Compton's soil is part of alluvial fan deposits in the region which form when a fast flowing stream flattens, slows, and spreads out. Because historical ground-water levels in the City are within 40 feet of the surface where there is the presence of loose, sandy soils, these deposits are susceptible to liquefaction. Figure PS-1 of the General Plan Public Safety Element shows that a large area of the City, including the Project site.

A geotechnical study prepared for the Project found, based on soil samples, that groundwater at the Project site was not encountered in exploratory borings to the maximum depth of 51.5 feet below the existing ground surface.[8] The study identified the depth of historic groundwater for the site to be in excess of 100 feet and found a low potential for liquefaction on the Project site. As discussed above, Project construction must comply with the requirements of the approved geotechnical report and CBC. Compliance with these measures would reduce potential adverse impacts from potential liquefaction areas. Consequently, Project impacts related to seismic-related ground failure including liquefaction are less than significant.

iv) Landslides?

No Impact. Landslides occur in areas of slope and are one of the hazards left behind by an earthquake. A potential for slope failure within the City occurs along the southern banks of the Compton Creek near Artesia Boulevard, approximately 4 miles southeast of the Project site. Project construction must comply with the requirements of the approved geotechnical report and CBC, and compliance with these measures would reduce potential adverse impacts from earthquakes. Consequently, given the site's 4 mile distance from the identified area of potential slope failure, Project impacts related to landslides would not be significant.

b) Would the Project cause substantial soil erosion or the loss of topsoil?

**

[8] "Geotechnical Due-Diligence Investigation and Percolation Study, Proposed Multi-Family Residential Development, 1950 North Central Ave, Compton, California", prepared by Albus-Keefe & Associates; contained in Appendix I.

No Impact. Topsoil is generally defined as the upper, outermost layer of soil, usually the top 5–10 inches with a high concentration of organic matter and microorganisms. The Project site was previously developed with a commercial building and is currently covered by paving and scattered non-native vegetation. The Project would remove the paving and vegetation, grade to install underground utilities, and cover the site with buildings, paving and landscaping. Consequently, the potential Project impacts relative to soil erosion or loss of topsoil would not be significant.

c) Would the Project cause location on a geologic unit or a soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less Than Significant Impact. As discussed above, much of the City, including the Project site is in an area susceptible to liquefaction. Project construction must comply with the requirements of the approved geotechnical report and CBC. Compliance with these measures would reduce potential adverse impacts from potential unstable soils or liquefaction areas. Consequently, Project impacts related to unstable soils, including liquefaction or collapse liquefaction are less than significant.

d) Would the Project be located on expansive soil, creating substantial risks to life or property?

Less Than Significant Impact. Expansive soils are generally defined as soils that expand when water is added, and shrink when they dry out. This continuous change in soil volume can cause homes built on this soil to move unevenly and crack. A geotechnical study prepared for the Project found (Appendix I) found that the soils on the site have a low expansion potential. As part of subsequent geotechnical and soils studies required for Project development, testing for soil expansion would be conducted. These studies would ensure that any potential for expansive soils are identified and if required the project geotechnical report would recommend remediation. Consequently, Project impacts related to expansive soils are less than significant.

e) Would the Project cause soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. An existing City sanitary sewer line runs along the southern boundary of the site. The Project proposes to connect to the existing sewer line. The Project would connect to the existing public sewer line and not use septic tanks or an alternative wastewater disposal system.

f) Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. The Project site is located within an urbanized area of Compton and the site and surrounding area have been previously graded and developed. Any near-surface paleontological resources that may have existed at one time have

likely been disturbed and/or destroyed by prior development activities. The existing condition of the site is generally flat, and Project grading would be limited to excavation as needed to lay out utility lines and flatten pads. No identified unique geologic features have been identified on or near the site. Consequently, the Project would not destroy a unique paleontological resource or site or unique geologic feature.

6.7.2 Cumulative Impacts

The potential cumulative impacts related to geology and soils for infill projects are site specific. Furthermore, the analysis presented above determined that the implementation of the Project would not result in impacts to geology or soils. Consequently, no significant cumulative impacts relative to geology or soils are expected to occur as a result of the Project.

6.7.3 Mitigation Measures

The Project would not have significant impacts relative to geology and soils, and no mitigation is required.

6.8 GREENHOUSE GAS EMISSIONS

GREENHOUSE GAS EMISSIONS. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?			*X*	

6.8.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

Data presented in this Greenhouse Gas Emissions section is based on the "134th & Central Residential Development Air Quality & Greenhouse Impact Study, City of Compton", prepared by RK Engineering Group, Inc. (Air Quality Impact Study) and contained as Appendix D to this Initial Study.

a) Generate greenhouse gas emissions either directly or indirectly, that may have a significant impact on the environment.

Less Than Significant Impact. Greenhouse gases (GHGs) comprise less than 0.1 percent of the total atmospheric composition, yet they play an essential role in influencing climate. Greenhouse gases include naturally occurring compounds such as carbon dioxide (CO2), methane (CH4), water vapor (H2O), and nitrous oxide (N2O), while others are synthetic. Man-made GHGs include the chlorofluorocarbons (CFCs), hydrofluorocarbons (HFCs) and perfluorocarbons (PFCs), as well as sulfur hexafluoride (SF6). Different GHGs have different effects on the Earth's warming. GHGs differ from each other in their ability to absorb energy (their "radiative efficiency") and how long they stay in the atmosphere, also known as the "lifetime".

To provide guidance to local lead agencies on determining significance for greenhouse gas (GHG) emissions in their CEQA documents, the SCAQMD has developed Interim CEQA Greenhouse Gas (GHG) Significance Thresholds, December 2008. The purpose of the SCAQMD thresholds of significance is to assist local agencies with determining the impact of a project for CEQA. SCAQMD's objective in providing the GHG guidelines is to establish a performance standard that will ultimately contribute to reducing GHG emissions below 1990 levels, and thus achieve the requirements of the California Global Warming Solutions Act (AB 32).

The SCAQMD interim thresholds describe a five-tiered approach for determining GHG Significance Thresholds.

Tier 1 - If a project is exempt from CEQA, project-level and cumulative GHG emissions are less than significant.

Tier 2 - If the project complies with a GHG emissions reduction plan or mitigation program that avoids or substantially reduces GHG emissions in the project's geographic area (i.e., city or county), project-level and cumulative GHG emissions are less than significant.

For projects that are not exempt or where no qualifying GHG reduction plans are directly applicable, SCAQMD requires an assessment based on the following tiers.

Tier 3 - Consists of screening values that are intended to capture 90 percent of the GHG emissions from projects. If a project's emissions are under the screening thresholds, then the project is less than significant. For residential projects, SCAQMD sets a screening value threshold of 3,000 MTCO2e/year. This is the threshold previously in the City of Compton.

Tier 4 - Includes three performance standard compliance options to demonstrate that a project is not significant for GHG emissions.

Tier 5 – involves implementing off-site mitigation or the purchasing of offsets to reduce GHG emissions to less than the proposed screening level. The project proponent would be required to provide offsets for the life of the project, which is defined as 30 years.

Consistent with the approach typically applied by the City of Compton, the Air Quality Impact Study applies the Tier 3 threshold for residential uses of 3,000 MTCO2e/year, and used the CalEEMod to calculate both construction and operational GHG emissions.

Construction: As presented in the Air Quality Impact Study, greenhouse gas emissions are estimated for on-site and off-site construction activity using the CalEEMod. Table 6 shows the construction greenhouse gas emissions, including equipment and worker vehicle emissions for all phases of construction. Because impacts from construction activities occur over a relatively short-term period of time, they contribute a relatively small portion of the overall lifetime project GHG emissions. By itself, the construction activities from this Project are less than significant when compared to the thresholds recommended by SCAQMD. However, SCAQMD recommends that construction emissions be amortized over a 30-year project lifetime and added to the overall project operational emissions. As demonstrated in the Table, total construction emissions would be 300.57 Mtons of CO_2e or 10.02 Mtons averaged over 30 years. These estimated Project construction GHG emissions are added to operational GHG emissions in Table 7, below.

Table 6: Construction-Related Greenhouse Gas Emissions (Mtons/year)

Activity	Emissions (MTons $C0_2e$)[1]		
	On-site	**Off-site**	**Total**
Demolition	34.24	20.99	55.23
Site Preparation	5.06	0.27	5.33
Grading	7.88	0.45	8.33
Building Construction	256.37	19.96	276.33
Paving	8.25	0.95	9.20
Architectural Coating	1.28	0.10	1.38
Total	278.84	21.73	300.57
Amortized over 30 years[2]	9.29	0.72	10.02

Notes:
[1] $MTCO_2e$ = metric tons of carbon dioxide equivalents (includes carbon dioxide, methane, nitrous oxide, and/or hydroflurocarbons).
[2] The emissions are averaged over 30 years and added to the operational emissions, pursuant to SCAQMD recommendations.

Site Operations: During Project operation, the majority of greenhouse gas emissions, and specifically CO_2, is due to vehicle travel and energy consumption. As shown in Table 7, total operational emissions, including amortized construction emissions, would be 466.75 Mtons of CO_2e, below the 3,000 Mtons threshold and therefore below a level of significance.

Table 7: Operational Greenhouse Gas Emissions (Mtons/year)

Emission Source	Unmitigated GHG Emissions ($MTCO_2e$)[1]
Mobile Source	406.01
Energy Source	122.99
Area Source	6.68
Water	15.18
Waste	17.73
Construction (30 year average)	10.02
Total Annual Emissions	**466.75**
SCAQMD Tier 3 Screening Threshold[2]	3,000
Exceed Tier 3 Threshold?	No

Notes:

Table 7: Operational Greenhouse Gas Emissions (Mtons/year)	
Emission Source	**Unmitigated GHG Emissions ($MTCO_2e$)**[1]
[1] $MTCO_2e$ = metric tons of carbon dioxide equivalents [2] Per South Coast Air Quality Management District (SCAQMD) Draft Guidance Document - Interim CEQA Greenhouse Gas (GHG) Significance Threshold, October 2008	

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

Less Than Significant Impact. In 2006, California passed the California Global Warming Solutions Act of 2006 (Assembly Bill (AB) 32; California Health and Safety Code Division 25.5, Sections 38500, et seq.), which requires the California Air Resources Board (CARB) to design and implement emission limits, regulations, and other measures, such that feasible and cost-effective statewide greenhouse gas emissions are reduced to 1990 levels by 2020 (representing an approximate 25 percent reduction in emissions). Statewide strategies to reduce GHG emissions include reduced building emission requirements specified in the 2013 Building and Energy Efficiency Standards and California Green Building Standards Code.

Additionally, the California legislature passed Senate Bill (SB) 375 to connect regional transportation planning to land use decisions made at a local level. SB 375 requires the metropolitan planning organizations to prepare a Sustainable Communities Strategy (SCS) in their regional transportation plans to achieve the per capita GHG reduction targets. For the SCAG region, the Connect SoCal Plan functions as the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) providing a long-range visioning plan that balances future mobility and housing needs with economic, environmental and public health goals. Infill development is included as a strategy for achieving SB375 compliance. Consequently, the Project would not conflict with policies or regulations aimed at reducing greenhouse gas.

6.8.2 Cumulative Impacts

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts relative to greenhouse gas emissions. It is an infill project replacing a previously commercial operation with 29 homes built to contemporary Green Building Code requirements. Consequently, no significant cumulative impacts relative to no greenhouse gas mitigation is expected to occur as a result of the Project.

6.8.3 Mitigation Measures

The Project would not have significant impacts relative to greenhouse gas emissions, and no mitigation is required.

6.9 HAZARDS AND HAZARDOUS MATERIALS

HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		X		
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		X		
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?		X		
g) Expose people or structures to a significant risk of loss, injury or death involving wildland fires?				X

Data presented in this Hazards and Hazardous Materials section references information contained in the "Summary of Environmental Site Conditions and Remedial Cost Estimate 1950 North Central Avenue, Compton, California", prepared by Stantec Consulting Services, Inc. (contained in Appendix C of this Initial Study); Phase I Environmental Site Assessment 1950 North Central Avenue, Compton, CA 90222, prepared by Stantec Consulting Services, Inc. (contained in Appendix G of this Initial Study); and Phase II Environmental Site Assessment 1950 North Central Avenue, Compton, CA 90222, prepared by Stantec Consulting Services, Inc. (contained in Appendix H of this Initial Study). These three reports are collectively referred to in this Initial Study as "Environmental Site Studies".

a. Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

   Less Than Significant with Mitigation Incorporated. The Project is a proposed residential use and would not create a significant hazard to public health. However, past uses on the Project site may create hazards. To assess these potential hazards, Environmental Site Studies (Appendix C and H) were prepared for the Project site. Three potential sources of hazardous substances were identified:

   - The site was historically used for agricultural purposes (i.e. orchards) until the 1940s. Historic agriculture is often associated with the application of pesticides and herbicides containing heavy metals (i.e., arsenic and lead), which can contaminate soils.

     Arsenic is found in the environment in rocks, soil, water, air, and in biota. Natural concentrations of arsenic in soil typically range from 0.1 to 40 mg/kg. Arsenic has historically been used in a number of industries, including as pesticides and herbicides in agriculture, as pigments for paints and ceramics, and for pulp and paper production. The United States Environmental Protection Agency (EPA) restricts arsenic use in industry because it is associated with a number of serious health hazards, including lung cancer and other lung diseases.

     Lead is naturally present in all soils. It generally occurs in the range of 15 to 40 parts lead per million parts of soil (ppm), or 15 to 40 mg/kg. Lead has historically been used as insecticide in fruit orchards, and in paints and building materials. The EPA restricts lead use in industry because it is associated with neurological damage.

   - A spill of Polychlorinated Biphenyls ("PCBs") reportedly occurred in 2012.

     The Property is listed in California Hazardous Materials Incident Reporting System database for vandalism of two overhead transformers that caused the release of 80 gallons of mineral oil and unknown PCBs on November 1, 2012. Data from City of Compton Fire and Southern California Edison (the transformer owner) regarding the status and cleanup of the PCBs was not available during preparation of the Environmental Site Studies. Due to the

lack of information on this spill and if it was mitigated, this spill as a recognized environmental condition (REC) to the Site.

PCB commercial production started in 1929, and were used widely as an insulating material for electric equipment. The EPA banned PCB use in 1979 because it is associated with a number of health hazards, including cancer and effects on the cardiovascular, hepatic, immune, musculoskeletal, endocrine, gastrointestinal, and dermal systems. with neurological damage.

- The asphalt on the site could contain the stress-absorbing fabric known as Petromat, which often contains asbestos.

  Asbestos are a combination of naturally occurring silicate minerals, which were commercial produced as an insulating and fire resistant material. The EPA restricts asbestos use in industry because it is associated with lung cancer and other lung and chest diseases.

To identify the presence of the above material on the Project site, the Environmental Site Studies included soil samples and testing. The results found that arsenic although present was below EPA screening levels for residential use and no additional actions are required. Lead was detected at levels below EPA screening levels for residential use. However because the lead was identified at near surface level (less than 1.0 foot in depth), removal of the near surface lead impacted soil, approximately 10 cubic yards, is recommended by the Environmental Site Studies. No PCBs nor Petromat was found on site.

To ensure the lead impacted soils are removed, Mitigation Measures HAZ-1 is added to the Project, below. With incorporation of HAZ-1 a, potential Project impacts regarding on-site hazardous materials would be reduced to less than significant levels.

b. Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant with Mitigation Incorporated. As a residential development, the Project is not associated with the transport or use of hazardous materials. As discussed above, levels of arsenic and lead on the site soil or below EPA screening levels for residential uses. No PCBs or Petromat were found on the site. However, because the lead was identified at near surface level (less than 1.0 foot in depth), removal of the near surface lead impacted soil, approximately 10 cubic yards, is recommended by the Environmental Site Studies. This recommendation is incorporated to the Project as Mitigation Measure HAZ-1. With inclusion of these measures, potential Project impacts regarding significant hazards from the release of hazardous materials would be reduced to less than significant levels.

c. Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant with Mitigation Incorporated. Schools near the Project site include the KIPP School currently under construction and located about 100 feet east of the Project site. Centennial High School, located on the east side of N. Central Avenue, is about 600 feet north of the Project Site, As discussed above, the proposed residential Project is not associated with the transport or use of hazardous materials. Based on the Environmental Site Studies, levels of arsenic and lead on the site soil or below EPA screening levels for residential uses, and no PCBs or Petromat were found on the site. As specified by Mitigation Measure HAZ-1, removal of the 10 cubic yards of lead impacted soils would be conducted consistent with applicable regulations, and would not significantly impact the nearby schools. Consequently, Project impacts regarding emitting hazardous emissions, materials, substances or waste within one-quarter mile of a school would be reduced to less than significant levels.

d. Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. The Environmental Phase I Assessment conducted for the Project site did not identify the Project site as being listed as a hazardous materials site pursuant to Government Code Section 65962.5. This finding is supported by the state of California Department of Toxic Substances Envirostar website.[9] Consequently, the Project would not create a significant hazard to the public or the environment pursuant to Government Code Section 65962.5.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?

No Impact. The closest airport to the Project site is Compton/Woodley Airport which is approximately 2 miles southeast. The Compton/Woodley Airport is part of the Los Angeles County airport land use plan (ALUP). Current noise contours for the airport, as well as runway protection zones and airport influence areas, are on shown in Figure 15, Compton/Woodley Airport Noise Contours. The Project site is outside both the 70 and 65 CNEL and outside the runway protection zone.

Noise impacts associated with the Project are presented in the "134th & Central Residential Development Noise Study, City of Compton", prepared by RK Engineering Group, Inc. (Noise Study) and summarized in Section 13, Noise, of this Initial Study, below. The Noise Study identified no airport noise impacts for the proposed Project residential use. Consequently, the Project would not place

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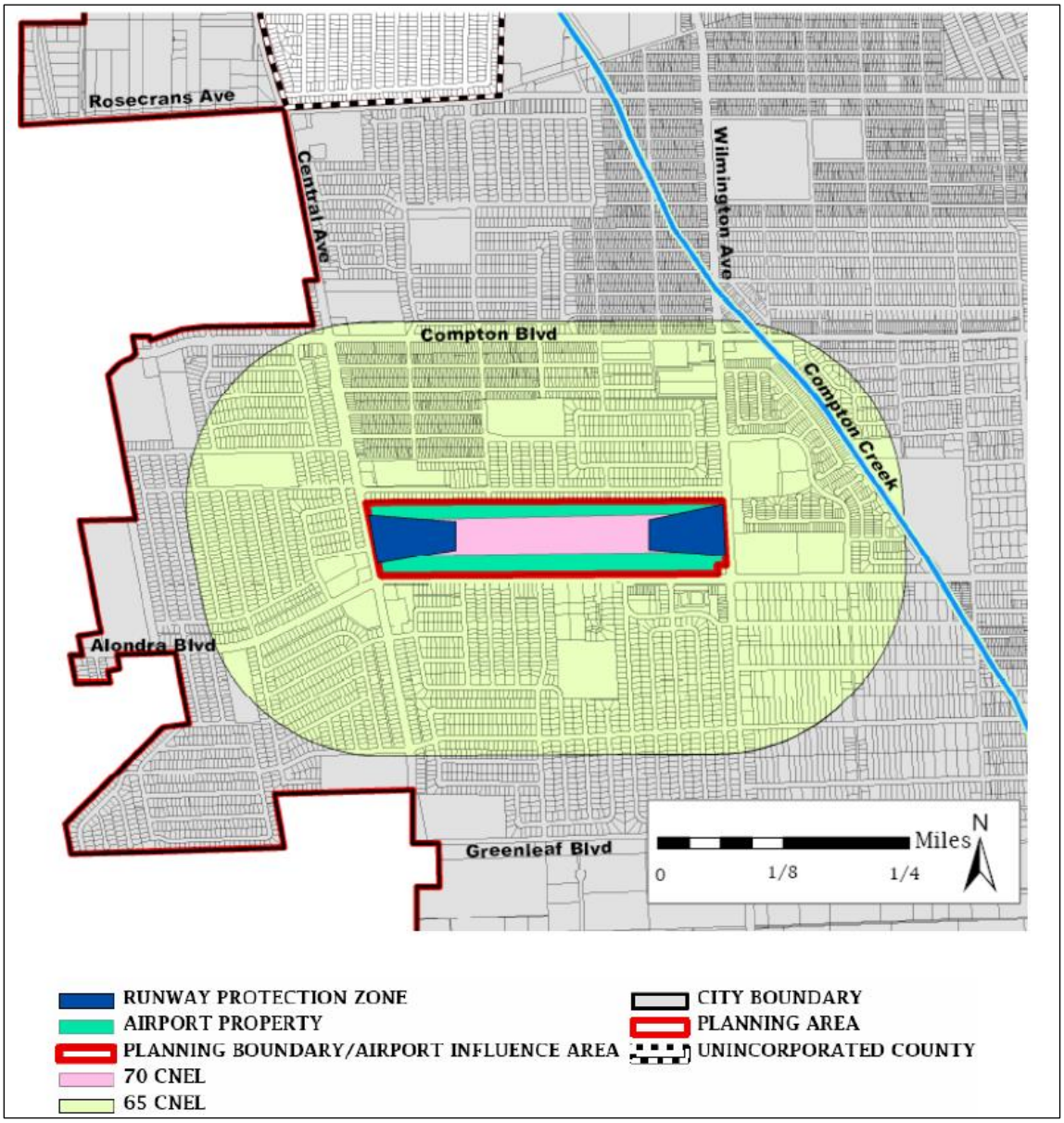
[9] http://www.envirostor.dtsc.ca.gov/public/mapfull.asp?global; accessed February 29, 2019.

future residents or workers within an airport safety hazard or excessive noise area, and such impacts would not be significant.

Figure 15. Compton/Woodley Airport Noise Contours



Source: Noise Study (Appendix H)

f. Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant with Mitigation Incorporated. Access to the Project would be from 134th Street to a private Street "A", which would have a 26-foot paved width, two lanes of travel and a sidewalk on its east side. Street "A" would connect at a T-intersection to private Street "B", which would have a 26-foot width, two lanes of travel and sidewalks on the south side. The private streets would connect

to a series of interior driveways, each with a 20-foot paved width. A secondary emergency access to Central Avenue would be provided. (Reference Figure 3, Concept Project Site Plan.) The private street and alleys within the Project site are of adequate width to comply with Compton Fire Department standards, and would not interfere with emergency response or evacuation. The gates at the entrances would be fitted with an Opticom or similar system to allow for emergency vehicles to quickly access the site.

However Project construction activities could temporarily impact street traffic adjacent to the site due to roadway improvements and potential extension of construction activities into the right-of-way. This could reduce the number of lanes or temporarily close certain street segments. Any such impacts would be limited to the construction period and would affect only adjacent streets or intersections, but could raise potential safety concerns for nearby schools and residents. With implementation of construction traffic plan, temporary street closures would not affect emergency access in the vicinity of future developments, and potential impacts would be less than significant. Mitigation Measure HAZ-2 is added to require a construction traffic plan. Consequently, with implementation of Mitigation Measure HAZ-2, the Project would not impair implementation or interfere with the City's emergency response or evacuation plans.

g. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact. The Project site is neither within nor adjacent to a designated wildland area and would not, therefore, be exposed to the potential for wildland fire. The Compton Fire Department provides fire protection to the City and would respond to fire and/or emergency situations occurring in the project area, including the subject site. Consequently, the Project would not expose people or structure to a significant risk from wildland fires.

6.9.2 Cumulative Impacts

The Project could disturb hazardous materials that were used in the construction of the existing onsite structures. Mitigation Measure HAZ-1 is added to the Project to reduce potential impacts related to hazardous materials to less than significant levels. In addition, Mitigation Measure HAZ-2 is added to require a construction traffic control plan to ensure emergency access routes are not obstructed. Impacts to hazards and hazardous materials are generally site specific and each cumulative project in the City would be subject to its own environmental review, including review of hazards and hazardous materials. As a result, no significant cumulative impacts relative to hazards or hazardous materials will be associated with the proposed Project implementation.

6.9.3 Mitigation Measures

The following measures will be required to mitigate potential Project impacts related to hazards or hazardous materials to less than significant levels:

Mitigation Measure HAZ-1: **Lead in Soil.**

Timing: Prior to Issuance of Building Permits.

Department Responsible: Community Development (Building Division).

Prior to issuance of a building permit for a residential unit, the Applicant shall demonstrate that the approximately 10 cubic yards of near surface lead contaminated soils have been removed and disposed of, in accordance with all applicable laws.

Mitigation Measure HAZ-2: **Traffic Control Plan.**

Timing: Prior to any Work in the Public Right-of-way.

Department Responsible: Public Works.

Prior to any grading or construction activities, the Applicant shall be provide for review and approval of the City Engineer a construction traffic control plan to ensure emergency access routes are not obstructed.

6.10 HYDROLOGY AND WATER QUALITY

HYDROLOGY AND WATER QUALITY. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?				X
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in a substantial erosion or siltation on- or off-site;				X
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;				X
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				X
iv) Impede or redirect flood flows?				X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				X

6.10.1 Analysis of Environmental Impacts

Data presented in this Hydrology and Water Quality section references information contained in the "Preliminary LID Plan : 1950 N. Central Compton Property, Proposed 29 Single-family Home Development, Compton, California", prepared by Advanced Civil Group, Inc. (Preliminary LID Plan, Appendix K of this Initial Study); and the "Drainage Plan: 1950 N. Central Compton Property, Proposed 29 Single-family Home Development, Compton, California", prepared by Advanced Civil Group, Inc. (Preliminary Drainage Study, Appendix L of this Initial Study).

a) Would the Project violate any water quality standards or waste discharge requirements?

No Impact. In 1972, Congress passed the Federal Water Pollution Control Act, commonly known as the Clean Water Act (CWA), with the goal of "restor[ing] and maintain[ing] the chemical, physical, and biological integrity of the Nation's waters" (33 U.S.C. § 1251(a)). The CWA directs states to establish water quality standards for all "waters of the United States" and to review and update such standards on a triennial basis. The EPA has delegated responsibility for implementation of portions of the CWA, including water quality control planning and control programs, such as the National Pollutant Discharge Elimination System (NPDES) Program, to the California State Water Resources Control Board (SWRCB) and the Regional Water Quality Control Boards (RWQCB).

Storm water discharge from development projects is regulated by the CWA and the NPDES permitting program. As required by NPDES, new developments are required to include the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the construction phase of a project, and a Water Quality Management Plan (WQMP) or Low Impact Development ("LID") for the operation phase of a project. In the City of Compton, SWPPPs and LIDs are under the jurisdiction of the Los Angeles County Municipal Storm Water (MS4) NPDES Permit No. CAS004001, issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). As a requirement of the LARWQCB, all post development stormwater runoff shall not exceed the pre-development peak flow.

In its current condition, the Project site is approximately 86% impervious surface. Topography varies with elevations of approximately 93 to 99 feet above mean sea level (MSL). Site drainage is flows north toward the existing storm drain in 134th Street. In its existing condition, there are no water quality measures on the site to provide treatment for the storm water runoff that flows from the site. During Project construction, silt and other debris could be generated that could mix with surface water runoff transmitting pollutants into local storm drains, especially when rainfall occurs. During Project operation, water runoff from impervious surfaces (buildings and paving) could similarly send pollutants into local storm drains.

In compliance with the City NPDES requirements, the Project Applicant has submitted the Preliminary LID Plan which presents a plan to control storm water runoff from Project post-construction operations. Post construction, impervious surface of the site would be reduced to approximately 65% of site area. The

Preliminary LID Plan proposes to collect Project runoff via a private drainage system consisting of PVC pipes and area drain inlets. Collected stormwater would be captured in storage system while it infiltrates over time into the ground via a deep infiltration well, which would sit at the lowest downstream point of the site (the northeast corner) near the proposed Project entrance. From there, the filtered storm water would flow into the existing storm drain in 134th Street.

With implementation of this collection and treatment system, the Preliminary LID Plan which serves as the Project preliminary WQMP, finds that there would be no hydrologic conditions of concern from the site. The Project would also be required to submit a SWPPP for City Engineer review and approval prior to construction. With the required preparation and implementation of the SWPPP and WQMP and the decrease in the amount of impervious surface, the Project would improve the quality water discharge from the Site. The Project would have not violate water quality standards and waste discharge requirements.

b) Would the Project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned used for which permits have been granted)?

No Impact. The Project site was previously developed and is largely covered by paving. Similarly, the surrounding area is largely developed and paved. As discussed above, the Project would decrease the amount of impervious surface over existing conditions and would improve groundwater recharge conditions. Groundwater is a primary water supply for the City, followed by Metropolitan Water District of Southern California (MWD) supplies. The Project does not include installation of new groundwater wells or use of groundwater from existing wells. Therefore, development of the Project would not result in a net deficit in aquifer volume or a lowering of the groundwater table. Consequently, the Project would not substantially deplete groundwater supplies or interfere with groundwater recharge.

c) Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in substantial erosion or siltation on- or off-site?

No Impact. As discussed above, the Project site and surrounding area are largely developed and with mostly impervious surfaces. The existing site condition drains easterly toward a public storm drain along W. 134th Street. The Project's proposed stormwater collection and treatment system would adequately control the flow and quality of runoff. Consequently, no Project impacts would occur relative to substantial alteration of the existing drainage pattern of the site or area or substantial erosion.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

No Impact. As discussed above, the Project proposed stormwater collection and treatment system would adequately control the flow and quality of runoff. Consequently, the Project would not increase the rate of surface runoff in a manner that would result in any flooding.

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

No Impact. As discussed above, the Project would retain the site flow and filter the runoff water in compliance with the Preliminary LID Plan. Consequently, the Project would not exceed capacity of existing stormwater drainage systems or add polluted runoff.

iv) Impede or redirect flood flows?

No Impact. The Project would retain the existing northly drainage flow of the site. Post development, as discussed above, the Project would retain and filter the drainage flow and then convey primary overflow to the existing County storm drain. Consequently, the Project would not impede or redirect flood flows or exceed capacity of existing stormwater drainage systems or add polluted runoff.

d) Would the Project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No Impact. According to the Preliminary Drainage Study, the Project site is within Flood Zone "X" which indicates an area of minimum flood hazard per the Federal Emergency Management Agency (FEMA) Flood Map. The General Plan Public Safety Element further notes that the City as a whole is in areas of minimal flood risk.

A tsunami is a tidal wave or sea wave caused by seismic activity. Compton is located inland approximately 20 miles from the Pacific Ocean and is not subject to tsunamis. A seiche involves the oscillation of a body of water in an enclosed basin, such as a reservoir, storage tank, or lake. The Whittier Narrows Dam is 19 miles upstream from the Project site and the dam's failure would result in flood waters reaching Compton in approximately 15 hours with a depth of four feet. The Hansen Dam is 30 miles upstream from Compton, and this dam's failure would reach Compton within twenty hours with a depth of one foot. The General Plan Public Safety Element does not identify inundation as a potential risk within the City.

As discussed above, the Project proposed stormwater collection and treatment system would adequately control the flow and quality of runoff. Consequently, the Project would not result in risk of pollutant release during flood hazard, tsunami or seiche.

e) Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. The Project geotechnical study (Appendix I) identified the depth of historic groundwater for the site to be in excess of 100 feet. As discussed above, the Preliminary LID Plan finds that the Project proposed stormwater collection and treatment system would adequately control the flow and quality of runoff, and would not interfere with groundwater recharge. Consequently, the Project would not conflict with or obstruct implementation of a water quality control or groundwater management plan.

6.10.2 Cumulative Impacts

The required preparation and implementation of the LID would reduce potential Project impacts to stormwater runoff and water quality. Each cumulative project listed in Section 2.9.2 of this Initial Study would be subject to a preliminary and final LID similar to the Project. As a result, no significant cumulative impacts relative to hydrology and water quality will be associated with the proposed project's implementation.

6.10.3 Mitigation Measures

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts on hydrology or water quality. As a result, no mitigation is required.

6.11 LAND USE AND PLANNING

LAND USE AND PLANNING. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

6.11.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

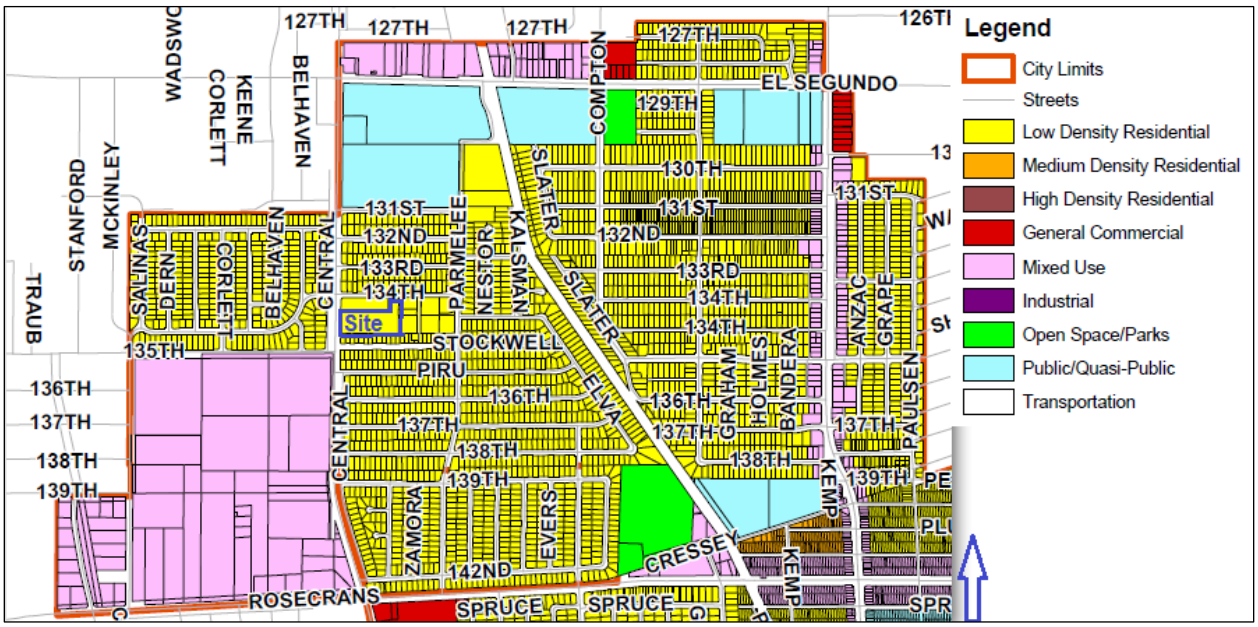
a) Would the Project physically divide an established community?

No Impact. The Project site is currently developed zoned for residential use. It is surrounded by single-family residential on the north, south and west. The Brickyard development, immediately southwest of the site, is a major industrial redevelopment of 70 acres. (Reference Figure 13, Aerial of Surrounding Uses, and Figure 14. Photos of Surrounding Areas.) Previous use of the site was as a commercial use. The Project would redevelop the site with 29 single-family houses.

To accommodate the proposed development, the Project Applicant proposes to change the current General Plan Land Use Map designation for the Project site is Low Density Residential with a density of up to 8.0 dwelling units per acre, and to adopt the 134th & Central Specific Plan which would serve as zoning for the site. Under the RL zoning, minimum lot size is 5,000 square feet and only one unit is permitted per lot. To accommodate the proposed Project density of 9.58 units per acre (29 dwelling units on 3.028 acres), the Applicant is requesting to change the site's General Plan Land Use Map designation to Medium Density Residential which has a density between 8.1 and 17 units per acre, and the Zoning Map designation to Specific Plan. The proposed 134th & Central Specific Plan zoning would accommodate the Project's proposed small lot single-family layout.

As shown Figure 16, below, existing General Plan land use designations surrounding the site are largely residential. Changing the land use designation of the Project site is consistent with the redevelopment of the site and surrounding and proposed mixed uses. Consequently, the Project would not physically divide an established community.

Figure 16. General Plan Land Use Map Existing Designations of Project Site and Surrounding Areas



b) Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The Project requires the following entitlements:

- General Plan Amendment Case No. GPA21-0001
- Change of Zone Case No. ZC21-0001
- General Plan Amendment Case No. GPA20-0002
- Change of Zone Case No. ZC20-0002 (134th & Central Specific Plan)
- Tentative Tract Condominium Map 83170.

General Plan / Zoning Change: As discussed in Section 2.8.4 of this Initial Study, the Project includes a text amendment to the General Plan Land Use Element to include language identifying Specific Plan as land use designation, and to the Municipal Code adding language to facilitate the adoption and implementation of Specific Plans. The current General Plan Land Use Map designation for the Project site is Low Density Residential with a density of up to 8.0 dwelling units per acre, and the current Zoning Map designation is RL-Low Density Residential. To accommodate the proposed Project density of 9.58 units per acre (29 dwelling units on 3.028 acres), the Applicant is requesting to adopt the 134th & Central Specific Plan which would change both the General Plan and Zoning land use designations to Specific Plan.

Chapter 30-28 of the Municipal Code specifies the required findings for approval of changes of Zone and General Plan Amendments, including Specific Plans:

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;
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; and
c) That the uses permitted in the proposed zone and/or land use classification will not be detrimental to the surrounding area.

Amending the General Plan Land Use Element text and Zoning Code text to include Specific Plan is consistent with the State of California Government Code Sec. 65450, et. seq. that allows local governments to adopt and implement Specific Plans. Changing the land use designations of the Project site to 134th & Central Specific Plan is consistent with the redevelopment of the site and surrounding and proposed mixed uses. This transition would redevelop a vacant residentially zoned site with 29 architecturally cohesive residential single-family houses, including landscaping and amenities, which would be beneficial to the site and surrounding area. Approval of these General Plan and Zoning Amendments and adoption of the 134th & Central Specific Plan are subject to a review and recommendation of the Planning Commission and review and approval of the City Council.

Tentative Tract Map. The Project proposes a Tentative Tract Condominium Map to reconfigure the property into common and private use parcels and allow for the sale of the units as condominiums. Chapter 38-3 of the Municipal Code specifies the required findings for approval of the Tentative Tract Map:

a) That the proposed subdivision for condominium purposes will substantially comply with the new General Plan land use designation and zoning classification with the implementation of the conditions of approval.
b) That the project conforms to the State Subdivision Map Act and the State Seismic Hazards Mapping Act (SHMA) of 1999 and Chapter 28 of the Compton Municipal Code.
c) That the proposed subdivision for condominium purposes is located on a site that is physically suitable for residential development and will serve as a transition development from the heavily trafficked Rosecrans Avenue, eliminate blight and provide greater housing opportunities, and help encourage additional development in the area.

General Plan Conformity: As discussed above, the Project proposes a General Plan and zone change to Specific Plan that would be consistent with the redevelopment of the site and surrounding and proposed mixed uses. The Tentative Tract Map application has been reviewed by the City Public Works Department and it has been found to be complete, allowing the Project to proceed to this environmental review and entitlement process.

The General Plan Land Use Element contains a number of polices that address the redevelopment of the site for medium density residential purposes:

- To revitalize the City through public and private redevelopment efforts;
- To attain a mix of land use within the City, thereby providing residents with ready access to housing, employment, and commercial services;
- To encourage private investment in the City;
- To ensure that residents from all income levels have access to decent, affordable housing;
- To stabilize and protect single-family housing resources in the community;
- To create a City environment which makes Compton a pleasant place to live, work, shop, and do business;
- To improve Compton's built environment through design guidelines and aggressive code enforcement; and
- To enhance and diversify Compton's tax base.

The Project was initiated through a public RFP process initiated by the City Successor Agency ("SA"), and Applicant was selected as the preferred developer of the City SA-owned site. With the requested entitlements, the proposed Project achieves consistency with the spirit and intent of the City's General Plan and the above listed policies. The Project is proposed on an urban infill, brownfield and blighted site. It is therefore consistent with General Plan policy to encourage private investment to provide development and revitalization that efficiently utilizes land. The Project provides medium density residential with a single-family housing product and an affordable housing component. It is consistent with the General Plan policy for providing high-quality, accessible housing to allow improved choices for the community at various income levels. In these ways, the Project would facilitate stability and protection of the single-family neighborhoods, create a pleasant place with new residents to shop and contribute to Compton's tax base. Upon approval of the proposed Project entitlements, Project conflicts with an applicable land use plan, policy or regulation would be less than significant.

6.11.2 CUMULATIVE IMPACTS

The Project would convert a previous commercially developed property with a residential use, consistent with its current and proposed residential General Plan land use designations, and consistent with surrounding residential uses. The development of the Project site with the proposed 29 residential units will not impact the other cumulative projects identified by the City. Consequently, cumulative impacts relative to land use and planning would not be significant.

6.11.3 MITIGATION MEASURES

The analysis determined that the proposed Project would not result in any significant adverse impacts regarding land use and planning. Consequently, no mitigation is required.

6.12 MINERAL RESOURCES

MINERAL RESOURCES. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

6.12.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

No Impact. The Project site is located in an area classified by the California Geological Survey (CGS) as Mineral Resource Zone-1 (MRZ-1). This designation indicates that there is little likelihood that significant mineral resources are present in the area (Department of Conservation 1982). Consequently, Project impacts relative to mineral resources will not be significant.

b) Would the Project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, proposed project, or other land use plan?

No Impact. As discussed above, there are limited mineral resources within the City. No identified mineral resources occur on or near the Project site. Consequently, the Project would not result in the loss of a locally important mineral resource recovery site.

6.12.3 CUMULATIVE IMPACTS

The analysis determined that the proposed Project would not result in any significant adverse impacts to mineral resources. Consequently, no significant adverse cumulative impacts to mineral resources would occur as a result of the project.

6.12.4 MITIGATION MEASURES

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts on mineral resources. As a result, no mitigation is required.

6.13 NOISE

NOISE. Would the project result in:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Generation of excessive groundborne vibration or groundborne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

6.13.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

Data presented in this Noise section is based on the "134th & Central Residential Development Noise Study, City of Compton", prepared by RK Engineering Group, Inc. (Noise Study), contained in this Initial Study as Appendix H.

a) Would the Project generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant with Mitigation Incorporated. **Noise Measurements**: Since the human ear is not equally sensitive to all sound frequencies within the entire auditory spectrum, human response is factored into sound descriptions by weighting sounds within the range of maximum human sensitivity more heavily in a process called "A-weighting," written as dB(A). Any further reference in this discussion to decibels written as "dB" should be understood to be A-weighted. Time variations in noise exposure are typically expressed in terms of a steady-state energy level equal to the energy content of the time varying period (called

LEQ), or alternately, as a statistical description of the sound pressure level that is exceeded over some fraction of a given observation period.

Typical human hearing can detect changes in sound levels of approximately 3 dBA under normal conditions. Changes of 1 to 3 dBA are detectable under quiet, controlled conditions, and changes of less than 1 dBA are usually indiscernible. A change of 5 dBA is discernable to most people in an exterior environment while a change of 10 dBA is perceived as a doubling of the noise. Because people are generally more sensitive to unwanted noise intrusion during the evening and at night, state law requires that, for planning purposes, an artificial dB increment be added to quiet time noise levels in a 24-hour noise descriptor called the Ldn (day-night) or the Community Noise Equivalent Level (CNEL). The CNEL metric has gradually replaced the Ldn factor, but the two descriptors are essentially identical.

Noise Standards: A noise level of 65 dB is the level at which ambient noise begins to interfere with one's ability to carry on a normal conversation at reasonable separation without raising one's voice. A noise exposure of 65 dB CNEL is typically recommended as the exterior noise land use compatibility guideline for new residential dwellings in California. CNEL-based standards generally apply to usable outdoor recreational space at backyards, patios or balconies. Interior exposures of noise-sensitive uses are controlled through adequate structural attenuation.

An interior CNEL of 45 dB is mandated by the State of California Noise Insulation Standards (CCR, Title 24, Part 6, Section T25-28) for multiple family dwellings and hotel and motel rooms. In 1988, the State Building Standards Commission expanded that standard to include all habitable rooms in any residential use, included single-family dwelling units. Since normal noise attenuation within residential structures with closed windows is 25-30 dB, an exterior noise exposure of 70-75 dB CNEL allows the interior standard to be met without any specialized structural attenuation (dual paned windows, etc.), but with closed windows and fresh air supply systems or air conditioning in order to maintain a comfortable living environment.

The General Plan Noise Element establishes planning criteria for determining a development's noise/land use compatibility based on CNEL., which are shown in Table 8, below:

Table 8: City of Compton Noise/Land Use Compatibility Guidelines

Land Use	Noise Limit (CNEL)			
	Clearly Compatible[1]	**Normally Compatible**[2]	**Clearly Incompatible**[3]	**Normally Incompatible**[4]
Residential (Single-family)	< 60	60 – 70	70 – 75	>75
Notes:				

Table 8: City of Compton Noise/Land Use Compatibility Guidelines				
Land Use	**Noise Limit (CNEL)**			
	Clearly Compatible[1]	**Normally Compatible**[2]	**Clearly Incompatible**[3]	**Normally Incompatible**[4]
[1] Clearly Compatible: Ambient noise levels are not significant enough to require special construction and/or noise mitigation. [2] Normally Compatible: Most land uses will not be affected by ambient noise. Some form of design measures and/or mitigation may be required for noise sensitive land uses. [3] Clearly Incompatible: Noise sensitive land uses should not be located in these areas unless mitigation is employed to reduce interior noise levels. [4] Normally Incompatible: Noise sensitive land uses should not be located in these areas due to excessive and continuous high ambient noise.				

The City of Compton uses the County of Los Angeles Exterior Noise Standards to regulate noise from temporary and stationary noise sources such as mechanical equipment. The City of Compton noise standards are presented in Table 9.

In accordance with Section 7-12.22 of the Compton Municipal Code, construction related activities are exempt from noise regulations provided the activities take place during the hours of 7 a.m. to 7 p.m. Monday through Saturday.

Table 9: City of Compton Residential Noise Standards							
Location	**Time Period**	**Leq**	**L_{50} (30-min)**	**L_{25} (15-min)**	**L_{8} (5-min)**	**L_{2} (1-min)**	**L_{MAX} (any time)**
Residential	Daytime (7am - 10pm)	50 dBA	50 dBA	55 dBA	70 dBA	65 dBA	70 dBA
	Nighttime (10pm – 7am)	45 dBA	45 dBA	50 dBA	65 dBA	60 dBA	65 dBA

Baseline Noise: To determine existing noise levels in the Project area, the Noise Study included baseline noise measurements from two meters at the following locations:

- Noise monitoring location one (LT-1) was taken approximately 10 feet from the northern property line and approximately 355 feet from the centerline of the Central Avenue roadway.

- Noise monitoring location two (LT-2) was taken approximately 60 feet from the southern property line and approximately 355 feet from the centerline of the Central Avenue roadway.

Noise measurements were collected over a 24-hour period from July 14-15, 2020. At location LT-1, the average 24-hour CNEL was 58.1 dBA; and at LT-2, the average

24-hour CNEL was 60.5 dBA. Referencing the General Plan Noise Element above, the Project site is considered clearly to normally compatible for residential use.

On-Site Impacts - **Operational Noise - Exterior**: Noise from Project operations are expected to include mechanical noise from the houses HVAC units, vehicle engine noise and general household conversation and noise associated with future residents. The Noise Study calculated the addition of Project operational noise to existing baseline noise levels. Operation of the Project would increase exterior noise by approximately 0.1 dBA to 0.6 dBA Leq during the daytime hours (7 a.m. to 9 p.m.). Typically, the human ear can barely perceive the change in the noise level of 3 dB, and therefore the impact is considered imperceptible and less than significant.

For nighttime noise, the Noise Study considered all Project noise sources operating simultaneously during nighttime (10 p.m. to 7 a.m.) hours. The City of Compton follows the County of Los Angeles nighttime noise standard of 45 dBA for residential uses to the north, south and east and 55 dBA for the commercial use to the west of the Project site. Operation of the of the Project would increase existing nighttime ambient noise levels by approximately 0.3 dBA to 1.6 dBA Leq during the nighttime hours (10 p.m. to 7 a.m.). As noted above, the human ear can barely perceive the change in the noise level of 3 dB, and therefore the impact is considered imperceptible and less than significant.

However to ensure that noise from the HVAC units for the Project does not increase exterior noise by more than the estimated 1.6 dBA Leq, the Noise Study recommends that all HVAC units be partially enclosed behind a noise screening wall and/or shielded from line of sight of any adjacent property line. This recommendation is added to the Project as Mitigation Measure NOI-1.

In addition, the Noise Study recognizes that truck activity, especially big moving trucks and trash trucks, can cause nuisances through engine noise, back-up alarms, lift gates banging and other activities associated with the trucks, and recommends the following measures to reduce impacts of on-site truck noise:

1. Delivery, loading/unloading activity, and trash pick-up hours should be limited to daytime (7 a.m. – 10 p.m.) hours only.
2. Limit engine idling time for all delivery vehicles and moving trucks to 5 minutes or less.

Implementation of these measures is incorporated into Mitigation Measure NOI-2, which requires that these truck delivery provisions be added to the Project Covenants, Conditions, and Restrictions (CC&Rs) and enforced by the future Project Homeowners Association. With inclusion of Mitigation Measures NOI-1 and NOI-2, on-site operational noise impacts would be less than significant.

Off-Site Impacts - **Operational Noise - Exterior**: The primary exterior noise source in the vicinity of the Project is traffic noise along Central Avenue. To evaluate impacts of future noise levels on Project residents, the Noise Study added expected noise that would be generated from traffic as the areas around the Project site buildout as permitted in the General Plan. The Noise Study found that the Project

houses along Central Avenue may experience noise levels that fall within the clearly incompatible range (70-75 CNEL). As noted in Table 9, the City of Compton recommends that new construction or development should generally be discouraged unless mitigation is employed to reduce habitable interior space noise levels to less than 50 dB CNEL during the daytime and 45 dB CNEL during nighttime.

The Noise Study calculated interior noise levels for the Project, assuming standard construction for the residential structures. With the future 70-75 CNEL exterior noise levels, the Noise Study found that the Project would require a "windows closed" condition and upgraded Sound Transmission Class (STC) rated windows to meet the City/State interior noise standard of 45 dBA. STC ratings are standard criteria established to measure how much sound is stopped by windows or other building material. To accommodate a windows closed conditions, the Noise Study assumed that all the Project units would be equipped with adequate fresh air ventilation and insulation as required by the CBC.

Prior to issuance of a building permit for construction of a residential unit, the Noise Study recommends that the Project Applicant demonstrate to the City Building Division that the proposed building shell and window assemblies will achieve exterior to interior noise reduction necessary to meet the State of California and City of Compton requirements. This recommendation is added to the Project as Mitigation Measure NOI-3, below.

The Noise Study also recommends a noise screening wall along Central Avenue to shield residential backyards and first floor building facades from roadway noise. To provide ample noise attenuation, the screening wall should be minimum of six (6) feet in height and the barrier's weight should be at least 3.5 pounds per square foot of face area without decorative cutouts or line-of-site openings between the shielded areas and the project site. All gaps (except for weep holes) should be filled with grout or caulking to avoid flanking. The noise control barrier may be constructed using one, or any combination of the following materials: masonry block; stucco veneer over wood framing (or foam core), or 1-inch thick tongue and groove wood of sufficient weight per square foot; or transparent glass (3/8 inch thick), acrylic, polycarbonate, or other transparent material with sufficient weight per square foot. To further attenuate noise associated with the proposed Project entry gate at 134th Street, the Noise Study recommends that the wall wrap around the sides of homes adjacent to the emergency vehicle access opening. The Project proposes an masonry wall adjacent to Central Avenue. To ensure the wall is constructed and installed as recommended by the Noise Study, the requirement for a wall adjacent to Central Avenue is added to the Project as Mitigation Measure NOI-4.

With inclusion of Mitigation Measures NOI-3 and NOI-4, off-site operational noise impacts associated with the Project would be less than significant.

On-Site Impacts – **Construction Noise**: Temporary construction noise impacts vary markedly because the noise strength of construction equipment ranges widely as a function of the equipment used and its activity level. Short-term construction noise impacts tend to occur in discrete phases dominated by large,

earth-moving equipment sources for demolition and grading. During construction and paving, equipment is generally less noisy. The closest existing sensitive uses to the Project site are the single-family homes north and south of the site, and the pending school located to the east.

As noted previously, the City of Compton Municipal Code limits construction activities to 7 a.m. to 7 p.m. Monday through Saturday. These time restrictions are expected to reduce construction noise impacts to less than significant levels. However, because of the proximity of sensitive uses, the Noise Study recommends that the Project Construction Management Plan, identified in Mitigation Measure AQ-2 above, also include construction noise management strategies, including:

- All construction equipment shall be equipped with muffles and other suitable noise attenuation devices (e.g., engine shields).
- Grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than track equipment), to the maximum extent feasible.
- If feasible, electric hook-ups shall be provided to avoid the use of generators. If electric service is determined to be infeasible for the site, only whisper-quiet generators shall be used (i.e., inverter generators capable of providing variable bad.
- Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
- Locate staging area, generators and stationary construction equipment as far from the adjacent residential homes as feasible.
- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 5 minutes.
- Post a sign on each street frontage in a readily visible location at the project site that indicates the dates and duration of construction activities, as well as provide a telephone number where residents can enquire about the construction process and register complaints to an assigned construction noise disturbance coordinator.

This recommendation is included in Mitigation Measure NOI-5,below. With inclusion of mitigation measures NOI-1 through NOI-5, Project impacts relative to expose to noise levels in excess of established standards would be reduced to less than significant levels.

b) Would the generate excessive ground borne vibration or groundbourne noise levels?

Less Than Significant. Groundbourne vibration or noise is typically expressed as the root mean square (RMS) velocity of a vibrating object. RMS velocities are expressed in units of vibration decibels. Although the perceptibility threshold is about 65 VdB, human response to vibration is not usually significant unless the vibration exceeds 70 VdB. The range of vibration decibels (VdB) is as follows:

65 VdB - threshold of human perception
72 VdB - annoyance due to frequent events

80 VdB - annoyance due to infrequent events
94-98 VdB - minor cosmetic damage.

The Noise Study did not identify excessive vibration in the vicinity of the Project site. Project construction is not expected to require use of substantial vibration equipment or activities such as pile drivers or blasting. Consequently, Project impacts relative to excessive to groundborne vibration or noise would be less than significant.

c) For a project located with the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The closest airport to the Project site is Compton/Woodley Airport which is approximately 2 miles southeast. Current noise contours for the airport on shown in Figure 15, Compton/Woodley Airport Noise Contours, above. The Project site is outside both the 70 and 65 CNEL and outside the runway protection zone. There is no private airstrip within 2 miles of the Project site. Consequently, the Project would not result in significant impacts related to exposure to excessive airfield or airport related noise levels.

6.13.2 Cumulative Impacts

Potential noise impacts associated with the Project location could affect the future residents of the site. These impacts are site specific and not cumulative in nature. Mitigation Measures NOI-1 through NOI-5 are added to the Project to reduce potential noise impacts to Project residents and adjacent properties to less than significant levels. Consequently, no cumulative impacts relative to noise would occur from or to the Project.

6.13.3 Mitigation Measures

The following mitigations will be required to ensure City noise land use compatibility standards are met:

Mitigation Measure NOI-1: **Operational Noise – On-site.**

Timing: Prior to Issuance of a Building Permit for Construction of a Residential Unit.

Department Responsible: Community Development (Building Division).

All HVAC units within the Project shall be partially enclosed behind a noise screening wall and/or shielded from line of sight of any adjacent property line.

Mitigation Measure NOI-2: **Operational Noise – On-site.**

Timing: Prior to Issuance of a Building Permit for Construction of a Residential Unit.

Department Responsible: Community Development (Building Division).

The following measures shall be incorporated into the Project Covenants, Conditions, and Restrictions (CC&Rs) and enforced by the future Project Homeowners Association:

1. Delivery, loading/unloading activity, and trash pick-up hours should be limited to daytime (7 a.m. – 10 p.m.) hours only.
2. Limit engine idling time for all delivery vehicles and moving trucks to 5 minutes or less.

Mitigation Measure NOI-3: **Operational Noise – Off-site.**

Timing: Prior to Issuance of a Building Permit for Construction of a Residential Unit.

Department Responsible: Community Development.

The Project Applicant shall ensure that the Project incorporates the following features, and/or otherwise provide sufficient noise calculation to demonstrate to the City Building Division that the proposed building shell and window assemblies will achieve exterior to interior noise reduction necessary to meet the State of California and City of Compton requirements.

1. The project will be required to incorporate building construction techniques that achieve the minimum interior noise standard of 45 dBA CNEL for all residential units.
2. A "windows closed" condition is expected to be required for all residential units within the project site to meet the interior noise standard. To accommodate a windows closed conditions, all units shall be equipped with an adequate fresh air ventilation system, per the requirements of the California Building Code (CBC).
3. The first row units facing Central Avenue will require upgraded windows and sliding glass doors with minimum STC rating of 32 for rear and side walls.
4. The project will comply with California Title 24 building insulation requirements for exterior walls, roofs and common separating assemblies (e.g. floor/ceiling assemblies and demising walls).
5. Interior noise levels due to exterior sources must not exceed a community noise equivalent level (CNEL) or a day-night level (LDN) of 45 dBA, in any habitable room.
6. For proper acoustical performance, all exterior windows, doors, and sliding glass doors should have a positive seal and leaks/cracks must be kept to a minimum.

Mitigation Measure NOI-4: **Operational Noise – Off-site.**

Timing: Prior to Issuance of a Building Permit for Construction of a Residential Unit.

Department Responsible: Community Development.

A noise screening wall shall be provided along Central Avenue to shield residential backyards and first floor building facades from roadway noise. The screening wall should be minimum of six (6) feet in height and the barrier's weight should be at least 3.5 pounds per square foot of face area without decorative cutouts or line-of-site openings between the shielded areas and the project site. All gaps (except for weep holes) should be filled with grout or caulking to avoid flanking. To prevent noise intrusion, the screening wall should wrap around the sides of homes adjacent to the emergency vehicle access opening (as shown on the project's fence and wall plan). The noise control barrier may be constructed using one, or any combination of the following materials:

- Masonry block (including Proto II type walls);
- Stucco veneer over wood framing (or foam core), or 1-inch thick tongue and groove wood of sufficient weight per square foot;
- Transparent glass (3/8 inch thick), acrylic, polycarbonate, or other transparent material with sufficient weight per square foot.

Mitigation Measure NOI-5: **Construction Noise.**

Timing: During all demolition, grading and construction activities.
Department Responsible: Community Development.

The Project Applicant shall prepare and implement a Construction Management Plan that will include the following construction noise management strategies:

1. All construction equipment shall be equipped with muffles and other suitable noise attenuation devices (e.g., engine shields).
2. Grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than track equipment), to the maximum extent feasible.
3. If feasible, electric hook-ups shall be provided to avoid the use of generators. If electric service is determined to be infeasible for the site, only whisper-quiet generators shall be used (i.e., inverter generators capable of providing variable load.
4. Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
5. Locate staging area, generators and stationary construction equipment as far from the adjacent residential homes as feasible.
6. Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 5 minutes.
7. Post a sign on each street frontage in a readily visible location at the project site that indicates the dates and duration of construction activities, as well as provide a telephone number where residents can enquire about the construction process and register complaints to an assigned construction noise disturbance coordinator.

6.14 POPULATION AND HOUSING

POPULATION AND HOUSING. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

6.14.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact. The Project would convert the General Plan Land Use Map and Zoning Map designations for the Project site from a low density to a medium density residential Specific Plan designation. Assuming an average household size of 4.17 persons[10], the Project's proposed 29 units would generate 121 additional persons in the City, which represents a 0.1% increase over the City's current 98,032 person population. This increase is nominal. As discussed in Section 6.11.1, converting the Project site from low to medium density residential is consistent with existing and planned uses in the vicinity of the Project site. Consequently, Project impacts relative to inducement of substantial population growth would be less than significant.

b) Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

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[10] State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State — January 1, 2010-2020. Sacramento, California, January 2020.

No Impact. The Project site consists currently vacant. The Project would redevelop the site with 29 single-family residential units. Consequently, the Project would not displace existing people or housing.

6.14.2 Cumulative Impacts

The Project would convert a previous commercially developed property with a residential use, consistent with its current and proposed residential General Plan land use designations, and consistent with surrounding residential uses. The development of the Project site with the proposed 29 residential units will not induce growth or displace people or housing, and would have no impact relative to the other cumulative projects identified by the City. Consequently, cumulative impacts relative to population and housing would not significant.

6.14.3 Mitigation Measures

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts on population and housing. As a result, no mitigation is required.

6.15

6.16 PUBLIC SERVICES

PUBLIC SERVICES. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?			X	
ii) Police protection?			X	
iii) Schools?			X	
iv) Parks?			X	
v) Other public facilities?			X	

6.15.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i) Fire Protection?

Less Than Significant Impact. Fire protection and other related services are provided by the Compton Fire Department. There are four fire stations in the City: Station Number 1 (Fire Headquarters) is located at 201 South Acacia Avenue; Station Number 2 is located at 1320 East Palmer Street; Station

Number 3 is located at 1133 Rosecrans Avenue; and Station Number 4 is located at 950 West Walnut Street. Station Number 3 is located closest to the Project site, approximately 3 miles southeast.

Currently, the Compton Fire Department has 84 sworn employees and five civilian employees. Its resources include four fire stations and nine front-line emergency vehicles comprised of four fire engines, one truck, two paramedic squads, and two basic life support transport ambulances.[11] Its core services include fire and rescue emergency responses, emergency medical services, fire prevention, hazardous materials, and emergency preparedness and public education.

The Compton Fire Department sets its response time goals based on the National Fire Protection Association and national averages, which is between five and seven minutes. Currently, the Compton Fire Department's response times are slightly above national averages due to a recent decrease in staffing and increase in new housing and warehouse developments in the City.[12]

The Project would develop a 29 unit single-family master planned community on a currently vacant property, which would increase the population of the City by negligible 0.1%. The new houses would be constructed to current CBC and Fire Code standards, including the installation of fire protection systems and automatic sprinkler systems. Additionally, the Project would generate annually recurring revenue to the City in the form of taxes and other miscellaneous charges (e.g., sales tax, property tax, etc.). A portion of such revenue, including direct assessments that are received by the Compton Fire Department, would be available to address costs associated with potential demands for operations and staffing. Consequently, Project impacts relative to new or physically altered fire protection facilities would be less than significant levels.

ii) Police Protection?

Less Than Significant Impact. Police protection services for the City of Compton are provided by the Los Angeles County Sheriff's Department (LACSD) under contract with the City. The local LACSD office is the Compton Station and located at 301 South Willowbrook Avenue, approximately 3 miles southeast of the Project site.

The Project would develop a 29 unit single-family master planned community on a currently vacant property, which would increase the population of the City by negligible 0.1%. The new houses would be constructed to current CBC and

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[11] City of Compton - Fire Dept (comptoncity.org); accessed January 21, 2021.

[12] Compton Artesia Specific Plan Draft Environmental Impact Report, October 2019; CEQANet; 0naV92zQTqJdhCRn7Myf80_RMcCJTFqz72U3yJZbeROLpQkAdy91DUr0l3r44TsLfCAp73-i9oYb4QgG0; accessed January 20, 2021

Fire Code standards, within a gated community with contemporary fencing and exterior lighting. The transition of the site to the proposed residential use is not expected to create increased demands for police services. Additionally, the Project would generate annually recurring revenue to the City in the form of taxes and other miscellaneous charges (e.g., sales tax, property tax, etc.). A portion of such revenue would be available to address costs associated with potential demands for police services. Consequently, Project impacts relative to new or physically altered police protection facilities would be less than significant.

iii) Schools?

Less Than Significant Impact. The City of Compton is served by the Compton Unified School District (CUSD). The CUSD serves nearly 26,000 students at 36 sites in the City of Compton as well as portions of the cities of Carson and Los Angeles. The CUSD includes 21 elementary schools, seven middle schools, four high schools, and four adult/alternative schools. Schools closest to the Project site include the KIPP School, currently under construction, located just east of the site across N. Water Way; and Centennial High School, located on the east side of N. Central Avenue about 600 feet north of the Project Site.

The transition of the Project site to a medium density single-family community would put new but nominal demands on school services. As noted previously, the Project would increase the City's population by a negligible 0.1%.

Per California Government Code (CGC), the Project would be subject to the payment of school impact fees (Section 53080, CGC). As authorized under Section 17620(a) of the California Education Code (CEC) and Section 65995(b) of the CGC, local school districts are authorized to impose and collect school "impact fees" for all residential and non-residential development activities that occur within their jurisdiction to off-set the additional costs associated with the new students that result directly from the construction of new homes. Payment of school impact fees constitutes full mitigation for the school impacts associated with new residential development. Consequently, Project impacts relative to new or physically altered school facilities would be less than significant.

iv) Parks?

Less Than Significant Impact. The City of Compton operates 16 parks that provide approximately 56.6 acres of parkland for the community. In addition to the parkland, the Compton Creek bike path provides about five miles of biking and walking paths alongside the Compton Creek. The park closest to the Project site is Enterprise Park, located two blocks west of N. Central Avenue about 800 feet north of the Project site. Enterprise Park is a 10-acre facility operated by the Los Angeles County Parks and Recreation Department, and offers a wide variety of sport and recreational programs.

The General Plan Conservation/Open Space/ Parks and Recreation Element states that public parks in Compton are heavily used, and opportunities for

providing new public open space are limited but might be realized as properties including school sites, vacant lots, and railroad rights-of-way are redeveloped. The General Plan recognizes that private and common usable open space in multifamily courtyards and complexes can lessen the burden on the City's public parks.

With the goal of improving the City's public parks, the General Plan identifies the amount of land required for parkland dedication at 3.0 acres per one thousand population, and recognizes the Quimby Act fees as an offset for parkland dedication. Consistent with the General Plan and Quimby Act, new development in the City is charged Quimby fees directed toward new park and recreational facilities or upgrade existing facilities for use by the residents. The Project would be required by the City to pay Quimby fees in proportion to its number of proposed dwelling units.

In addition, the Project proposes private open space within its develop, including common open space areas and private fenced yards at each of the 29 houses. Consequently, Project impacts relative to new or physically altered park facilities would be reduced to less than significant levels.

e) Other Public Facilities?

Less Than Significant Impact. Other public facilities include library and general municipal services. The Los Angeles County Public Library System provides services to Compton, including the Compton Library, located at 240 West Compton Boulevard, approximately 3 miles southeast of the Project site.

As noted previously, the Project would increase the City population by a negligible 0.1%, and would not anticipated to result in significant adverse impacts on the existing library services and facilities and/or other public services provided by the City. These type of public services are typically funded through user fees, property tax or sales tax revenues to which the future Project residents would contribute. Consequently, Project impacts relative to new or physically altered public facilities would be less than significant.

6.15.2 Cumulative Impacts

The analysis determined that the proposed Project would not result in any significant adverse public services impacts, as increased demand would be offset by payment of school, park and user fees and property and sales tax. The cumulative projects identified in Section 2.9.2 of this Initial Study would be subject to similar fees and taxes. Consequently, the Project would not result in significant adverse cumulative impacts to public services.

6.15.3 Mitigation Measures

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts on public services. As a result, no mitigation is required.

6.17 RECREATION

RECREATION.				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?			X	

6.16.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less Than Significant Impact. As discussed in Section 6.15 of this Initial Study, new development in the City is charged Quimby fees directed toward new park and recreational facilities or upgrade existing facilities for use by the residents. Payment of Quimby fees would off-set the Project's incremental demand for park facilities. In addition, public park and recreational facilities are also funded through user fees, property tax or sales tax revenues to which the future Project residents would contribute. Consequently, Project impacts relative to substantial physical deterioration of parks or other recreational facilities would be less than significant.

b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less Than Significant Impact. As discussed in Section 2.8 of this Initial Study, the Project would provide both common and private open space or passive recreational areas. Common areas include a pocket park with turf, benches and shade structure. The potential environmental impacts of these open space and passive recreational areas are evaluated within this Initial Study and are not found to have a significant effect on the environment. In addition, the Project would be required to pay the Quimby fees which offset the Project's demand for

parks and recreational facilities. Consequently, Project impacts relative to construction or expansion of recreational facilities which might have an adverse physical effect on the environment would be less than significant.

6.16.2 Cumulative Impacts

The analysis determined that the proposed Project would not result in any significant adverse recreation impacts subject to payment of park fees. The cumulative projects identified in Section 2.9.2 of this Initial Study would be subject to similar park fees. Consequently, the Project would not result in significant adverse cumulative impacts to recreation facilities or services.

6.16.3 Mitigation Measures

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts on recreation. As a result, no mitigation is required.

6.18 TRANSPORTATION

TRANSPORTATION. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				X
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3,subdivision (b)?				X
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?		X		
d) Result in inadequate emergency access?		X		

6.17.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

Data presented in this Transportation section is based on the "134th & Central Residential Development Traffic Impact Study, City of Compton, California", (Traffic Impact Study) prepared by RK Engineering Group Inc., contained as Appendix E to this Initial Study.

a) Would the Project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less Than Significant with Mitigation Incorporated. **Transit Facilities.** Transit service within the City of Compton includes light-rail and bus public transit provided by the Los Angeles County Metropolitan Transportation Authority (Metro) and City of Compton Renaissance Transit System. These transit facilities with connections closest to the Project site include:

- METRO BLUE LINE: This north-south light rail line provides daily regional transit service between downtown Los Angeles on the north and Long Beach on the south. The Artesia Station is located to the east of the Acacia Street/Walnut Street intersection approximately 4 miles southeast of the Project site.

- COMPTON RENAISSANCE TRANSIT SYSTEM: Route 1 provides service on Central Avenue between Compton Boulevard and El Segunda Boulevard, running directly adjacent to the Project site and connecting east to Alameda Street; Route 2 runs south of the Project site, providing service on Alameda Street and Santa Fe Avenue, between Greenleaf Boulevard and Artesia Boulevard, on its route between Compton Boulevard on the north and Central Avenue on the west; Route 5 provides service on Central Avenue between Walnut Street and El Segundo Boulevard, running directly adjacent to the Project site and connecting eastward to Long Beach Avenue.

One bus system that operates in the City of Compton and in the vicinity of the Project site is Metro. Metro is a public transportation agency servicing cities including Compton within the County of Los Angeles. Metro Bus Route 53 has stops within a 100-200 feet of the Project site, at both 134th Street and North Central Avenue and 134th Street and North Parmelee Avenue. The route operates Monday – Friday from approximately 3:50 AM to 11:05 PM at roughly thirty (30) minute intervals going northbound from the California State University (CSU) Dominguez Hills station to the Beaudry and 4th Street station. Metro Bus Route 53 operates southbound from 4:43 AM to 9:36 PM at roughly thirty (30) minute intervals from the Grand and 3rd Station to the CSU Dominguez Hills station.

With existing transit nearby, there will be ample transit available to future Project residents, and the Project would not conflict with circulation or mobility plans related to transit.

Bicycle and Pedestrian Facilities. The General Plan Circulation Element identifies bikeways in the City by type. An existing Class 2 bikeway is located on Central Avenue, adjacent to the Project site. (A Class 2 bikeway is a designated lane, approximately 5-feet wide and adjacent to the curb.) This bike way connects along Alondra Boulevard and Green Leaf Boulevard to another Class 2 bikeway on Santa Fe Avenue and a Class 1 bikeway along Compton Creek. (A Class 1 bikeway is a paved lane completely separated from streets.) The Traffic Impact Study included peak hour bicycle counts along 134th Street in the vicinity of the Project site, and found that bicycle ridership was limited averaging between 0-4 riders.

Existing sidewalks are located along Central Avenue and 134th Street, adjacent to the Project site. The Traffic Impact Study also included peak hour pedestrian counts along 134th Street in the vicinity of the Project site, and found that pedestrian activity was limited averaging between 0-6 walkers. Within the proposed Project site Plan Street "A" and Street "B" would have sidewalks, providing pedestrian connections to each house within the Project.

With existing bikeways and sidewalks nearby and sidewalks and pedestrian areas within the proposed site plan, the Project would not conflict with circulation or mobility plans related to bicycle or pedestrian facilities.

Roadways. To determine the vehicular traffic impacts on local roadways, the City of Compton Circulation Element applies level of service (LOS) thresholds,

which rate traffic congestion on a scale from A to F, based on the volume of traffic to the capacity of the roadway (V/C):

> **A:** Free Flow. Traffic flows at or above the posted speed limit and motorists have complete mobility between lanes. (V/C=0-0.60)
> **B**: Reasonably Free Flow. LOS A speeds are maintained, maneuverability within the traffic stream is slightly restricted. (V/C=0.61-0.70)
> **C**: Stable Flow, at or near free flow. Ability to maneuver through lanes is noticeably restricted and lane changes require more driver awareness. (V/C=0.71-0.80)
> **D**: approaching Unstable Flow. Speeds slightly decrease as traffic volume slightly increase. Freedom to maneuver within the traffic stream is much more limited and driver comfort levels decrease. (V/C=0.81-0.90)
> **E**: Unstable Flow, Operating At Capacity. Flow becomes irregular and speed varies rapidly because there are virtually no usable gaps to maneuver in the traffic stream and speeds rarely reach the posted limit. (V/C=0.91-100)
> **F**: Forced or Breakdown Flow. Every vehicle moves in lockstep with the vehicle in front of it, with frequent slowing required. Travel time cannot be predicted, with generally more demand than capacity. The road is in a constant traffic jam. (V/C>1.00)

In the City of Compton, the traffic flow standard is sent at LOS "D", and the threshold is set at LOS "E".

To determine existing traffic conditions at the Project site, as part of the Traffic Impact Study, vehicular AM and PM peak hour turning movement counts were manually collected at the two closest intersections in October 2020:

1. Central Avenue (NS) / 134th Street (EW)
2. Parmelee Avenue (NS) / 134th Street (EW)

However, due to the COVID-19 pandemic, the collected traffic counts may not reflect typical conditions. In order to validate the counts, the Traffic Impact Study applied adjustment factors to the October 2020 traffic counts. Derivation of the applied adjustment factors began by reviewing available pre-pandemic traffic data observed from May 2016 at the following nearby intersections:

- Central Avenue / 134th Street; and
- Central Avenue (NS) / Sam Littleton Street (EW).

The 2016 counts at these two locations were then adjusted to 2020 conditions by applying an annual growth rate of 2% per year over a four-year period. These adjusted counts where then compared to the October 2020 counts taken during pandemic conditions. Through comparison of the two sets of data, adjustment factors were calculated for converting pandemic traffic volumes into typical (pre-pandemic) conditions traffic volumes. Conservatively, the highest factor derived from the two sample locations were utilized for the adjustment. Table 10 shows the derived adjustment factors.

Table 10: Traffic Count Adjustment Factors

Projected 2020 / Observed 2020 Adjustment Factors - AM Peak Period

Intersections	Northbound	Southbound	Eastbound	Westbound
1. Central Avenue / 132nd Street	**1.723**	1.592	1.341	1.582
2. Central Avenue / Sam Littleton Street	1.651	**1.675**	**2.307**	**1.624**

Projected 2020 / Observed 2020 Adjustment Factors - PM Peak Period

Intersections	Northbound	Southbound	Eastbound	Westbound
1. Central Avenue / 132nd Street	**1.132**	**1.234**	1.212	1.015
2. Central Avenue / Sam Littleton Street	1.092	1.211	**1.331**	**1.166**

Note: Adjustment Factors shown in **Bold** were applied in projecting 2020 existing traffic conditions.

Applying these adjustment factors to the two study intersections, Central Avenue (NS) / 134th Street (EW) and Parmelee Avenue (NS) / 134th Street (EW), the Traffic Impact Study evaluated the following scenarios:

- Existing Conditions
- Existing Plus Project Conditions
- Project Opening Year (2022) With Ambient Growth & Cumulative Projects Without Project Conditions
- Project Opening Year (2022) With Ambient Growth & Cumulative Projects With Project Conditions.

To determine the amount of vehicle trips generated by the Project, the Traffic Impact Study applied estimates provided in the Institute of Traffic Engineers (ITE) 10th Edition Traffic Planning Handbook, which is the accepted national standard for traffic generation estimates. Based on this estimate, the Project is forecast to generate approximately 274 daily trips, including approximately 21 AM peak hour trips and approximately 29 PM peak hour trips. The Traffic Impact Study applied the Project trips to existing conditions at the two study intersections.

As shown in Table 11, under existing conditions, Central Avenue / 134th Street operates at a deficient LOS F during both AM and PM peak hours. Adding the Project to existing conditions, the intersection traffic levels at Central Avenue / 134th Street increase by 4.8 during the AM peak hour, and by 1996.8 seconds during the PM peak hour. Parmelee Avenue / 134th Street operates at an acceptable LOS A during both AM and PM peak hours.

Table 11: Existing Plus Project Traffic Level Conditions

Intersection	Existing Conditions				Existing Plus Project Conditions				Change in V/C	
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour			
	V/C³ Ratio	LOS	V/C³ Ratio	LOS	V/C³ Ratio	LOS	V/C³ Ratio	LOS	AM	PM
Central Avenue (NS) / 134th Street (EW)	**163.7**	F	3706.0	F	**168.5**	**F**	**5703.3**	**F**	4.8	1996.8
Parmelee Avenue (NS) / 134th Street (EW)	9.1	A	9.4	A	9.1	A	9.5	A	0.0	0.1

The Traffic Impact Study also assessed year 2022 conditions by adding an ambient growth rate of 2% to existing traffic levels, and then compared the 2022 ambient growth conditions with cumulative projects to a plus Project condition. As shown in Table 12, the intersection traffic levels at Central Avenue / 134th Street continues to operate at a deficient LOS F during both AM and PM peak hours. Adding the Project, the intersection traffic levels at Central Avenue / 134th Street increase by 19.1 during the AM peak hour, and show no change during the PM peak hour. At Parmelee Avenue / 134th Street, LOS would change to B during the AM hour and would remain LOS A during the PM peak hour, with or without the Project.

Table 12: Existing Plus Ambient Growth (2022) & Cumulative Projects Without Project and With Project

Intersection	Existing Conditions Plus Ambient Growth & Cumulative				Existing Plus Ambient Growth & Cumulative Plus Project Conditions				Change in V/C		Significant Impact?
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour				
	V/C³ Ratio	LOS	V/C³ Ratio	LOS	V/C³ Ratio	LOS	V/C³ Ratio	LOS	AM	PM	
Central Avenue (NS) / 134th Street (EW)	**453.2**	F	**7342.5**	F	**472.3**	F	**7342.5**	F	19.1	0.0	YES
With Mitigation (Traffic Signal)					0.557	A	0.765	C	-208.3	-7661	No
Parmelee Avenue (NS) / 134th Street (EW)	10.1	B	9.8	A	10.1	B	9.8	A	0.0	0.0	No

The Traffic Impact Study evaluated the addition of a traffic signal on Central Avenue / 134th Street and found that with inclusion a signal, traffic flows would improve to LOS A during AM peak hour and LOC C during the PM peak hour. This improvement is demonstrated in Table 12.

To determine the Project's fair share contribution to the traffic signal, the Traffic Impact Study provides a calculation of the Project's contribution to traffic volumes under Existing Plus Ambient Growth (2022) & Cumulative Projects Without Project

and With Project conditions. Based on this calculation, the Traffic Impact Study determines that the Project's contribution would be less than one percent and recommends that the Project be required to pay its fair share toward the signal as mitigation. Requirement for the fair share payment is added to the Project as Mitigation Measure TR-1, and consequently, Project traffic impacts with existing plus ambient growth and cumulative projects would be less than significant.

Consequently, the Project impacts relative to conflicts with applicable plans or policies relative to circulation or mobility would be less than significant.

b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?

Less Than Significant. In response to Senate Bill (SB) 743, the California Natural Resource Agency certified and adopted new CEQA Guidelines in December 2018 which now identify Vehicle Miles Traveled (VMT) as the most appropriate metric to evaluate a project's transportation impact under CEQA (§ 15064.3).

Effective July 1, 2020, the previous CEQA metric of level of service (LOS), typically measured in terms of automobile delay, roadway capacity and congestion, generally will no longer constitute a significant environmental impact.

The City of Compton is still in the process of adopting criteria for evaluating VMT impacts under CEQA; including the preferred analysis methodology and thresholds of significance. Per Section 15064.3 (b)(3) of the CEQA Guidelines, a qualitative analysis is allowable if existing models or methods are not available to estimate the vehicle miles traveled for the particular project being considered.

The Traffic Impact Study applied a VMT analysis methodology and significance criteria based on the requirements described in Section 21099 of the Public Resources Code and the California Governor's Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA (OPR Advisory). The criteria for determining the significance of transportation impacts is based on the following: Reducing greenhouse gas emissions.

Reducing Greenhouse Gas Emissions: Greenhouse gas (GHG) emissions have been quantified and analyzed in the Air Quality Impact Study contained in Appendix D of this Initial Study. The GHG analysis found that the Project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. The mobile source GHG emissions generated by Project VMT were quantified in the GHG Analysis, and it was shown that the project would generate approximately 466.75 metric tons of carbon dioxide equivalent (CO2e) annually from VMT. The mobile source GHG emissions are 84% below the applicable threshold of significance for GHG. Thus indicating that the Project's contribution to VMT, which is directly correlated to GHG emissions, would not lead to a significant impact under CEQA.

Furthermore, the GHG analysis found that the Project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing GHG emissions. Therefore, based on the GHG emissions analysis,

Project VMT would not contribute to a significant impact to GHG. Based on the qualitative review presented in the Traffic Impact Study, the Project's impact to VMT is considered less than significant.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less Than Significant with Mitigation Incorporated. Although the Project would result in less than significant impact traffic levels on City streets, the Traffic Impact Study recommended the following measures to improve Project vehicular ingress and egress:

- Install stop signs, stop bars and stop legends at all project access driveways.
- Adequate sight distance should be provided and maintained at all project access driveways per City of Compton standards.
- The sight distance triangle or limited use area shall be used for the purpose of prohibiting or clearing obstructions to maintain adequate sight distance at intersections. (Reference Figure 17. Sight Distance Triangle / Limited Use Area.)
- The sight distance triangle or limited use area to be kept clear of all obstructions over 30 inches high, including vegetation.
- No trees, walls, or any obstructions shall be allowed in the sight distance triangle or limited use area.

These measures are incorporated as Mitigation Measure TR-2. With inclusion of this mitigation, the Project would not substantially increase hazards due to a design feature.

d) Result in inadequate emergency access?

No Impact. Access to the Project would be from 134th Street to a gated private Street "A", which would have a 26-foot paved width, two lanes of travel and a sidewalk on its east side. Street "A" would connect at a T-intersection to private Street "B", which would have a 26-foot width, two lanes of travel and sidewalks on the south side. The private streets would connect to a series of interior driveways, each with a 20-foot paved width. An emergency access to Central Avenue would be located at the western boundary of the Project; this emergency access would be 20 feet wide and approximately 80 feet long, gated, and have a turf-block surface. Consequently, the Project would provide two points of access and would not result in inadequate emergency access.

Figure 17. Sight Distance Triangle / Limited Use Area.

6.17.3 CUMULATIVE IMPACTS

As discussed above, with the inclusion of a fair share contribution to a traffic signal at Central Avenue / 134th Street, cumulative impacts associated with Project traffic would be less than significant. Consequently, no significant adverse cumulative transportation or traffic impacts would result from the Project.

6.17.4 MITIGATION MEASURES

The following mitigation measures are required to ensure internal circulation, project entry and roadway circulation system continue to operate in an efficient, effective, and safe manner.

Mitigation Measure TR-1: **Traffic Signal.**
Timing: Prior to Issuance of a Grading Permit for Construction of a Residential Unit.
Department Responsible: Public Works.
Prior to issuance of building permits, the Applicant shall contribute its fair share payment to the traffic signal at Central Avenue / 134th Street. The fair share payment shall be in the amount calculated by the Traffic Impact Study and Public Works Department.

Mitigation Measure TR-2: **Site Access.**
Timing: Prior to Issuance of Certificate of Occupancy.
Department Responsible: Community Development / Public Works.
Prior to issuance of a certificate of occupancy, the Applicant shall demonstrate that the following measures have been completed to the City's satisfaction:

- Install stop signs, stop bars and stop legends at all project access driveways.

- Adequate sight distance should be provided and maintained at all project access driveways per County of Los Angeles standards.

- The sight distance triangle or limited use area, shown in Figure 17, shall be used for the purpose of prohibiting or clearing obstructions to maintain adequate sight distance at intersections.

- The sight distance triangle or limited use area to be kept clear of all obstructions over 30 inches high, including vegetation.

- No trees, walls, or any obstructions shall be allowed in the sight distance triangle or limited use area.

6.19 TRIBAL CULTURAL RESOURCES

TRIBAL CULTURAL RESOURCES.				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or		X		
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

6.18.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

(1) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k).

Less Than Significant Impact with Mitigation Incorporated. As discussed in Section 6.5.b of this Initial Study, a records search by the SCCIC was conducted and the results found that no archaeological studies have been conducted in the Project area and as a result, no archaeological resources have been identified.(Reference Appendix F.) SCCIC notes that buried resources could potentially be unearthed during Project grading activities, and therefore, customary caution and a halt-work condition should be in place for all ground-disturbing activities. In the event that any evidence of cultural resources is discovered, all work within the vicinity of the find should stop until a qualified archaeological consultant can assess the find and make recommendations. Mitigation Measure CUL-1, is added to the Project to incorporate SCCIC's recommendations and protect potential archaeological resources.

A Sacred Lands File (SLF) check of the Project area was conducted by NAHC. (Reference Appendix A.) The NAHC check searched records from the Information Center of the California Historical Resources Information System (CHRIS) and available archaeological inventories. The results of the SLF check was negative. Nevertheless, the NAHC advised consultation with the following tribes: Gabrieleno Band of Mission Indians - Kizh Nation; Gabrieleno/Tongva San Gabriel Band of Mission Indians; Gabrielino /Tongva Nation; Gabrielino Tongva Indians of California Tribal Council; Gabrielino-Tongva Tribe; Soboba Band of Luiseno Indians.

On July 13, 2020, letters were sent to representatives of each of the NAHC listed tribes inviting each to request formal consultation. (Reference Appendix B). As described in the July 13, 2020 correspondence, under AB 52 each tribe had 30 days and under SB 18 each tribe had 90 days from the date of receipt of the July 13, 2020 notice to advise of their interest in consultation. Both the 30-day and 90-day deadlines have passed, and the City did not received a request for consultation from any of the notified tribes.

To continue to account for the possibility that tribal resources could be identified on the Project site, Mitigation Measure TCR-1, below, is added to the Project establishing procedures should tribal resources be uncovered during Project grading activities. With inclusion of this measure and CUL-1, potential impacts relative to historical archaeological resources would be reduced to less than significant levels.

(2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less Than Significant Impact with Mitigation Incorporated. California Public Resources Code § 21080.3.1 and Assembly Bill (AB) 52 established a process to assess tribal cultural resources through consultation with the Native American tribal representatives. As discussed above, pursuant to these requirements, letters from the City of Compton were sent to five tribes requesting consultation. The Gabrieleño Band of Mission Indians/Kizh Nation requested and then cancelled consultation finding no concerns with the Project location. However, to continue to account for the possibility that tribal resources could be identified on the Project site, Mitigation Measure TCR-1, below, is added to the Project establishing procedures should tribal resources be uncovered during Project grading activities. In addition, Mitigation Measure CUL-2 (Section 6.5.3) addresses the potential for discovery of human remains if determined to be prehistoric, requiring notification of the NAHC and determination and notification most likely descendant (MLD). Consequently with inclusion of Mitigation Measures CUL-2 and TCR-1, potential impacts to tribal resources would be reduced to less than significant levels.

6.18.2 Cumulative Impacts

Mitigation Measure TRC-1 is added to the Project to protect potential tribal resources that could be found on site during excavation activities. Further Mitigation Measures CUL-1 and CUL-2 presented in Section 6.5.3 of this Initial Study would reduce potential impacts to potential tribal remains. By reducing on site impacts to less than significant levels. Similarly, through these mitigations and the tribal consultation process required from each cumulative project, cumulative impacts relative to tribal resources would also be reduced to less than significant levels.

6.18.3 Mitigation Measures

The following measure will be required to mitigate potential Project impacts related to tribal resources to less than significant levels:

Mitigation Measure TRC-1: **Native American Monitoring.**
Timing: Prior to Issuance of Grading Permits.
Department Responsible: Community Development.

If potential Native American resources are uncovered during grading, the applicant shall be required to halt work within 50 feet of the find, inform the Director of Community Development or his/her designee immediately and retain a qualified professional archaeologist and an experienced and certified Native American monitor of Gabrieleño heritage to examine the material to determine whether it is a "unique cultural resource" as defined in Section 21083.2 (g) of the State CEQA Statues. If this determination is positive, the scientifically consequential information shall be fully recovered by the archaeologist and Native American monitor. Work may continue outside the area of the find. However, no further work shall occur in theimmediate location of the find until all information recovery has been completed and a report concerning same filed with the County, a designated repository as appropriate and made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the Project area.

6.20 UTILITIES AND SERVICE SYSTEMS

UTILITIES AND SERVICE SYSTEMS. Would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				X
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

6.19.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

No Impact. The Project is an infill development that would connect to existing utility connections currently available to the site. As discussed in Section 6.10 of

this Initial Study, the quality of the wastewater that would be generated by the residential Project is not anticipated to include any materials that would cause the wastewater treatment plant that would serve the project to exceed the wastewater treatment requirements established by the Los Angeles Regional Water Quality Control Board. Consequently, the Project would not require or result in the relocation of new or expanded utilities.

b) Would the Project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less Than Significant Impact. Water supply to the Project site is provided by the City of Compton Water Utility District (CWUD), which obtains its water from groundwater pumped via local municipal wells in the adjudicated Central Groundwater Basin (Central Basin), and from imported surface water contracted by the City through the MWD. The CWUD delivers water services to more than 15,000 service connections through approximately 156 miles of water mains. The distribution system consists of a pipeline system, five water tanks with a total storage capacity of 12.75 million gallons, one pressure zone, and nine ground water wells.

The Central Basin from which the City extracts groundwater is one of five adjudicated groundwater sub-basins in the Los Angeles Basin. As an adjudicated groundwater basin, the courts have assigned specific water rights to water users within the Central Basin via an Adjudication Judgement, which likewise compels the cooperation of groundwater users who might otherwise refuse to limit their pumping. The Central Basin receives additional replenishment from the San Gabriel and Rio Hondo Spreading Basins, which receive a blend of imported water and recycled water.

Developing the Project site with 29 houses at a medium density would increase City population by a negligible 0.1%. This increase is nominal and the development and future residents will be required to pay water impact fees and water use fees to off-set the Project's incremental demand for water. The Project would connect to the existing water line on 134th Street, and would be required by the CBC to install low flow water fixtures that conserve water. Consequently, potential adverse impacts relative to water supplies would be less than significant.

c) Would the Project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. Wastewater collection and treatment in the City is provided by the Los Angeles County Sanitation District (LACSD). As a public agency created under State law to manage wastewater and solid waste on a regional scale, LACSD consists of 24 independent special districts across the County of Los Angeles. Compton is located primarily in LACSD Districts No. 1 and No. 8, with small portions of the eastern and southeastern parts of the City in Districts No. 2 and No. 3.

Wastewater is collected in Compton via an existing 143 mile long system of sewer lines maintained by the City Department of Public Works and Municipal Utilities' Street Maintenance Division. Wastewater collected from the City is conveyed to the LACSD's Joint Water Pollution Control Plant (JWPCP), located at 24501 S Figueroa Street in the City of Carson. The JWPCP provides both primary and secondary treatment for approximately 260 million gallons of wastewater per day (MGD) and has a total permitted capacity of 400 MGD. Treated effluent is then discharged from JWPCP through an ocean outfall. [13]

As discussed above, Project is an infill development that would connect to existing utility connections currently available to the site. Developing the Project site with 29 houses at a medium density would increase City population by a negligible 0.1%. This increase is nominal and the development and future residents will be required to pay wastewater impact fees and use fees to off-set the Project's incremental demand for wastewater facilities. The Project would connect to the existing wastewater line on 134th Street, and would be required by the CBC to install low flow fixtures that conserve water. Consequently, potential adverse impacts relative to wastewater treatment capacity would be less than significant.

d) Would the Project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less Than Significant Impact. Solid waste services in the City are provided through a contract with Republic Services. Solid waste and recycle loads are taken to Republic's Compton Transfer Station for processing. From the transfer station, waste loads are loaded into transfer trailers and hauled to and disposed of at Sunshine Canyon Landfill in Sylmar.[14] Other disposal facilities include the Southeast Resource Recovery Facility in Long Beach for recycling, and the El Sobrante Landfill in Corona and Puente Hills Landfill in Industry.

Developing the Project site with 29 houses at a medium density would increase City population by a negligible 0.1%. This increase is nominal and the development and future residents will be required to pay solid waste collection fees to off-set the Project's incremental demand for solid waste services and facilities. Consequently, the Project impacts relative to solid waste generation and capacity and solid waste reduction goals would be less than significant.

e) Would the Project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

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[13] Compton Artesia Specific Plan Draft Environmental Impact Report, October 2019.

[14] Waste Evaluation and Enforcement Branch Staff Report. Summary of the City of Compton's Compliance Review and Consideration of the Issuance Compliance Order CO 018-002"; accessed July 31, 2020.

Less Than Significant Impact. Recycling services are part of the City's solid waste program. Typical services include collection of recyclables such as glass, metals and plastic. The City also provides contact information for e-waste and household hazardous waste. Future Project residents would be required to participate in recycling as part of the refuse collection program. Although the Project would increase City population by 0.1%, this increase is nominal and future residents would be required to pay refuse collection fees to off-set the Project's incremental demand for wastewater services. Consequently, Project impacts relative to compliance with solid waste regulations would be less than significant.

6.19.2 Cumulative Impacts

The analysis determined that the proposed Project would not result in any significant adverse utilities and service systems impacts, as increased demand would be offset by payment of applicable impact fees and user fee. The cumulative projects identified in Section 2.9.2 of this Initial Study would be subject to similar analysis, and applicable impact and user fees. Consequently, the Project would not result in significant adverse cumulative impacts to utilities and service systems.

6.19.3 Mitigation Measures

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts related to utilities and service systems. As a result, no mitigation is required.

6.21 WILDFIRE

WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?		X		
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

6.20.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

a) Would the Project substantially impair an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact with Mitigation Incorporated. The City of Compton is nearly entirely built out, and is near completely urbanized. The General Plan Public Safety does not identify a potential for wildfires in the City but does address the potential for stationary fires. Service by the Compton Fire Department and adequate water supply and flow are discussed by the General Plan as local tools to address potential fires.

As discussed in Section 6.9.f of this Initial Study, access to the Project would be from 134th Street to a private Street "A", which would have a 26-foot paved width, two lanes of travel and a sidewalk on its east side. Street "A" would connect at a T-intersection to private Street "B", which would have a 26-foot width, two

lanes of travel and sidewalks on the south side. The private streets would connect to a series of interior driveways, each with a 20-foot paved width. The gates at the entrances would be fitted with an Opticom or similar system to allow for emergency vehicles to quickly access the site. (Reference Figure 3, Concept Project Site Plan.) The private street and alleys within the Project site are of adequate width to comply with Compton Fire Department standards, and would not interfere with emergency response or evacuation.

Construction activities associated with the Project development could temporarily impact street traffic adjacent to the site. Mitigation measure HAZ-2 is added to require a construction traffic plan. Consequently, with implementation of Mitigation Measure HAZ-2, the Project would not substantially impair an adopted emergency response or evacuation plan.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. Compton is relatively flat and urbanized. The General Plan Public Safety does not identify a potential for wildfires in the City. The Project would redevelop the site with new residential development built to current CBC and Fire Code standards. Consequently, the Project would not exacerbate wildfire risks.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact. As discussed above, Compton is relatively flat and urbanized. The General Plan Public Safety does not identify a potential for wildfires in the City. The Project would redevelop the site with new residential development built to current CBC and Fire Code standards. The Project would be located on an infill site surrounded by urban development. Consequently, the Project would not require installation or maintenance of roads, fuel breaks, emergency water sources, power lines or other utilities that could exacerbate fire risk.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. As discussed above, Compton is relatively flat and urbanized. The General Plan Public Safety does not identify a potential for wildfires in the City. The Project would redevelop the site with new residential development built to current CBC and Fire Code standards. The Project would be located on an infill site surrounded by urban development. process grading plan review and permit issuance. In addition, Project construction must comply with the requirements of the approved geotechnical report. Consequently, the Project is not expected to expose people or structures to significant risks related to flooding or landslides.

6.20.2 Cumulative Impacts

The analysis determined that the proposed Project would not result in any significant adverse impacts relative to wildfire. Neither the Project or cumulative projects listed in Section 2.9.2. of this Initial Study are within a designated wildfire area. Consequently, the Project would not result in significant adverse cumulative impacts related to wildfire risks.

6.20.3 Mitigation Measures

The analysis indicated that the implementation of the proposed Project would not result in any significant impacts related to wildfire. As a result, no mitigation is required.

6.22 MANDATORY FINDINGS OF SIGNIFICANCE

MANDATORY FINDINGS OF SIGNIFICANCE.				
	Potentially Significant Impact	**Less Than Significant with Mitigation Incorporated**	**Less Than Significant**	**No Impact**
a) Does the Project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or an endangered threatened species, or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the Project have impacts that are individually limited, but cumulatively considerable? ('Cumulatively considerable' means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?		X		
c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant with Mitigation Incorporated. The Project would not have substantial impacts on special status species, stream habitat, and wildlife dispersal and migration. Furthermore, the Project would not affect the local, regional, or national populations or ranges of any plant or animal species and

would not threaten any plant communities. There is potential for inadvertent finds of archaeological and Native American archeological resources during project grading. Potential impacts to Native American resources would be mitigated by Mitigation Measures CUL-1, CUL-2 and TRC-1. With implementation of these mitigation measures, the Project's Mandatory Finding of Significance relative to degrading the quality of the environment would be less significant.

b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?

Less Than Significant with Mitigation Incorporated. The Project would result in potential significant impacts relative to air quality, cultural resources, hazards and hazardous materials, and emergency access. Mitigation measures are added to the Project to reduce these impacts to less than significant levels. Consequently, with these mitigation measures added, cumulative impacts relative to these environmental areas would also be less than significant. Consequently, the Project's Mandatory Finding of Significance relative to contribution to cumulative impacts would be less than significant with mitigation incorporated.

c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant with Mitigation Incorporated. The Project could result in potential significant impacts relative to air quality, hazards and hazardous materials, including emergency access, noise and traffic and transportation. Mitigation measures AQ-1, AQ-2, HAZ-1, HAZ-2, NOI-1, NOI-2, NOI-3, NOI-4, NOI-5, TR-1 and TR-2 are added to the Project to reduce these impacts to less than significant levels. Consequently, the Project's Mandatory Finding of Significance relative to a substantial adverse effect on human beings would be less than significant with mitigation incorporated.

SECTION 7.0 – LIST OF PREPARERS

7.1 PREPARATION – ENVIRONMENTAL DOCUMENT

- Joann Lombardo, Comprehensive Planning Services

7.2 PREPARATION - AIR QUALITY / GHG ANALYSIS

- Bryan Estrada, AICP, RK Engineering Group, Inc.
- Darshan Shivaiah, M.S., RK Engineering Group, Inc.

7.3 PREPARATION - TRAFFIC ANALYSIS

- Mohammad "Alex" Tabrizi, P.E., T.E., RK Engineering Group, Inc.
- Elias Bandek, E.I.T., RK Engineering Group, Inc.
- Michael Torres, E.I.T., RK Engineering Group, Inc.

7.4 PREPARATION - NOISE ANALYSIS

- Bryan Estrada, AICP, RK Engineering Group, Inc.
- Darshan Shivaiah, M.S., RK Engineering Group, Inc.

SECTION 8.0 – LIST OF ACRONYMS AND ABBREVIATIONS

The following lists acronyms and technical abbreviations that appear in this document by alphabetical order:

- AB – Assembly Bill
- ADT – Average Daily Trips
- AQMP - Air Quality Management Plan
- $C0_{2e}$ – Carbon Dioxide Equivalents
- CAL REG - California Register of Historical Resources
- CARB - California Air Resources Board
- CBC – California Building Codes
- CCR - California Code of Regulations
- CEQA - California Environmental Quality Act (CEQA)
- CFCs – Chlorofluorocarbons
- CGC - California Government Code
- CH4 – Methane
- CO - Carbon Monoxide
- CO2 – Carbon Dioxide
- CVC - California Vehicle Code
- CWUD - Compton Water Utility District
- dB – Decibels
- dBA – Average (A-weighted) Decibels
- DPM - Diesel Particulate Matter
- EIR - Environmental Impact Report
- FEMA - Federal Emergency Management Agency
- GHG - Greenhouse Gas Emissions
- H20 – Water
- HFCs – Hydrofluorocarbons
- ITE - Institute of Traffic Engineers
- JWPCP - Joint Water Pollution Control Plant
- LACSD - Sanitation Districts of Los Angeles County
- lbs – Pounds
- Ldn – Quiet Time Noise Measurement
- LEQ – Noise Energy Level Measurement
- LID - Preliminary Low Impact Development
- LOS – Level of Service
- LST – Localized Significance Threshold
- MBTA - Migratory Bird Treaty Act
- mgd – Millions of gallons per day
- MLD - Most Likely Descendant
- MSL – Mean Sea Level
- Mtons – Metric Tons
- MWD - Metropolitan Water District of Southern California
- NAHC - Native American Heritage Commission
- NOx - Nitrogen Oxide
- NPDES - National Pollution Discharge Elimination System
- PFCs – Perfluorocarbons

- PM-10 - Respirable 10-Micron Diameter Particulate Matter
- PM-2.5 - Respirable 2.5-Micron Diameter Particulate Matter
- REC - Recognized Environmental Condition
- RMS – Root Mean Square Vibration Velocity
- ROG - Reactive Organic Gases
- RTP/SCS - Regional Transportation Plan/Sustainable Communities Strategy
- SB – Senate Bill
- SCAB - South Coast Air Basin
- SCAG - Southern California Association of Governments
- SCAQMD – South Coast Air Quality Management District
- SCCIC - South Central Coastal Information Center
- SCS - Sustainable Communities Strategy
- SF6 - Sulfur Hexafluoride
- SLF - Sacred Lands File
- Sox - Oxides of Sulfur
- STC – Sound Transmission Class
- SWPPP - Storm Water Pollution Prevention Plan
- TAC - Toxic Air Contaminants
- tpd – Tons per Day
- TTM - Tentative Tract Map
- V/C – Volume to Capacity
- VdB – Vibration Decibels
- VMT – Vehicle Miles Traveled
- WQMP - Water Quality Management Plan

July 27, 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:

RONERICK D. SIMPSON
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

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) AND A RESOLUTION ADOPTING THE 501/601 E. COMPTON BLVD. SPECIFIC PLAN**

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) and 2) the attached resolution adopting the 501/601 E. Compton Blvd. Specific Plan.

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.

SUBMITTED BY:

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

RESOLUTION NO. _____

(SPECIFIC PLAN CASE NO. 2020-004)

A 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:

_____

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 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-

_____

CITY 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

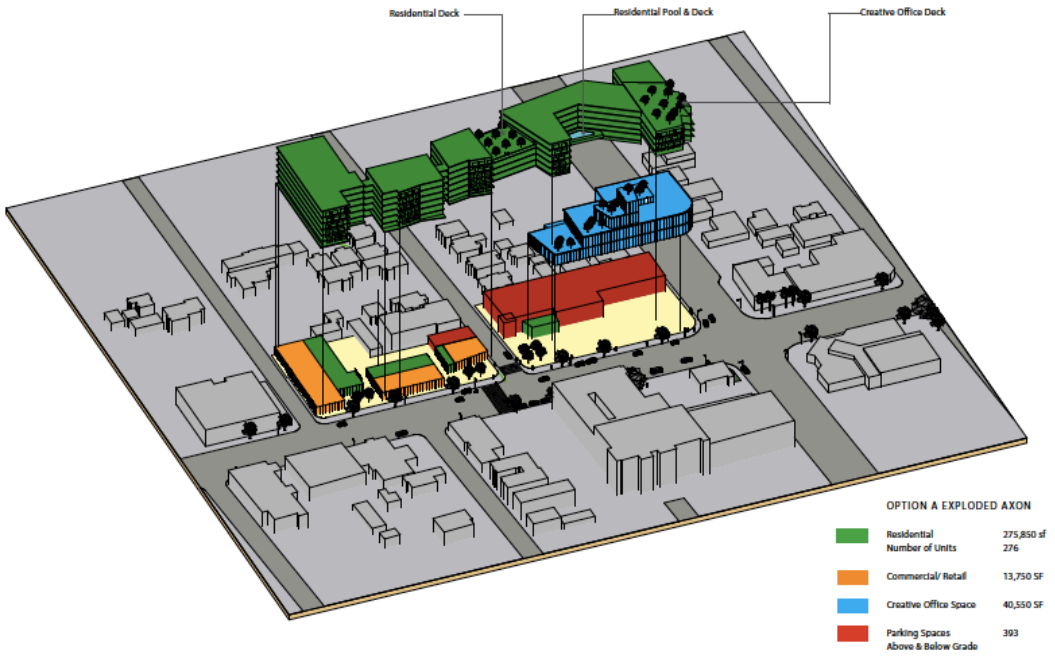
Project sponsor KBK Enterprises proposes a development at 501/601 E. Compton Boulevard which includes the following elements:

- 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.

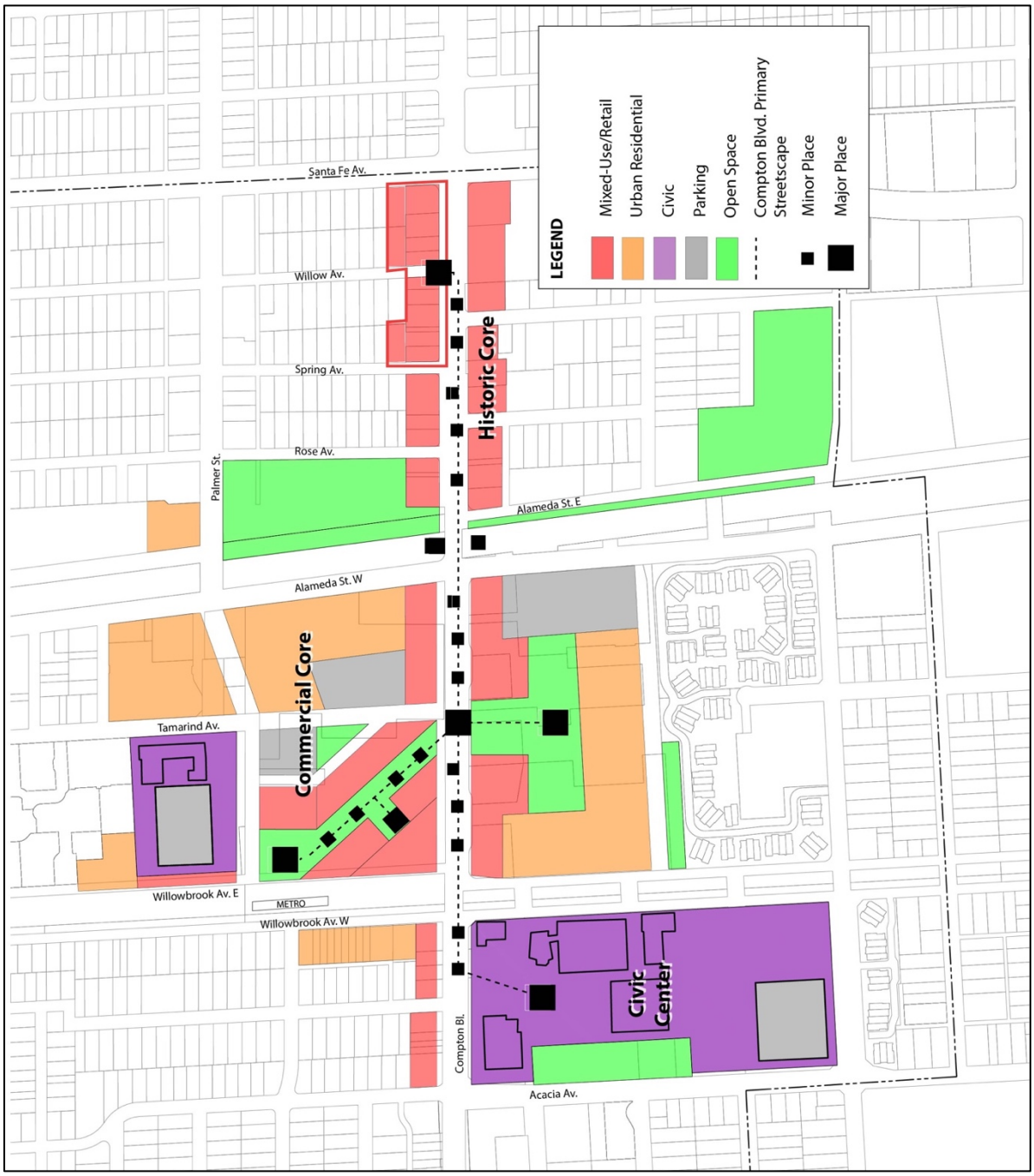


Figure 2-2 Downtown Compton Vision Framework

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

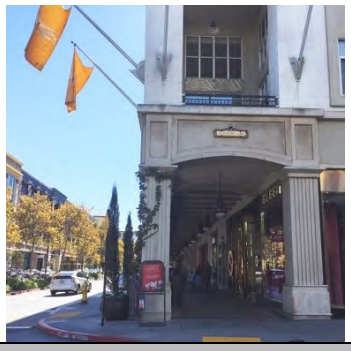
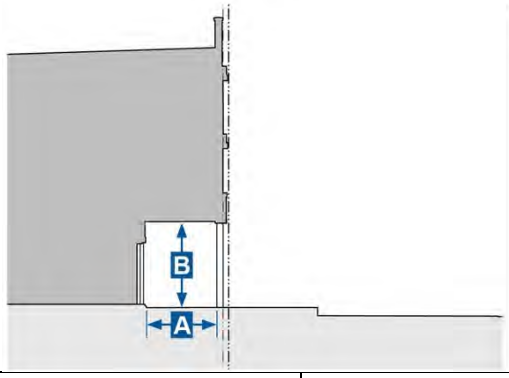
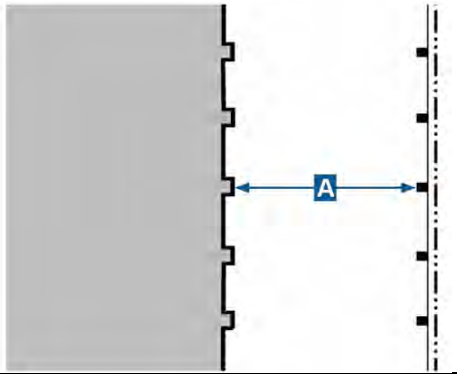
Description	
A covered walkway located entirely on private property with habitable space above. This frontage type provides adequate protection from the elements (e.g. shade) and circulation space for pedestrians and is intended for buildings with active ground floor uses and along public open spaces 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.	

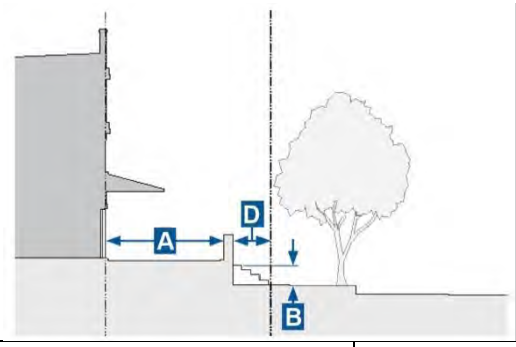
Table 4.8: Terrace

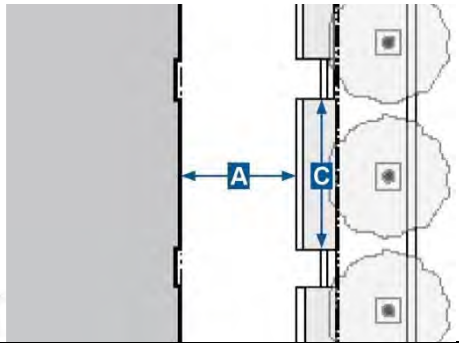
Description

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.

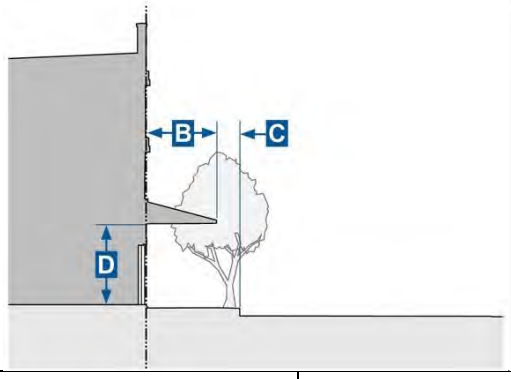
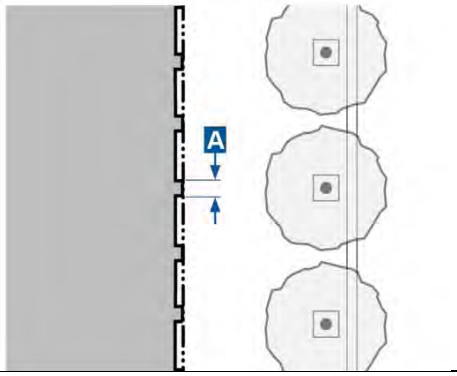
Table 4.9: Shopfront	
Description	
The main façade of the building is near the right- of-way with an at-grade entrance along the sidewalk. This frontage type is intended for active ground floor uses and has substantial glazing at the ground level.	
Standards	
	
Depth, Recessed Entries [1]	5 ft max.
Transparency, 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.	

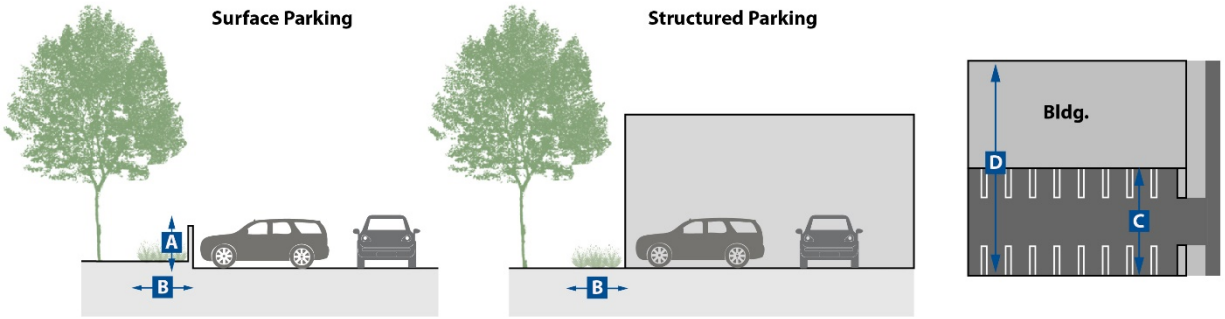
Table 4.10: Parking Frontage

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.

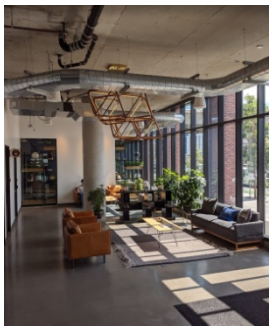
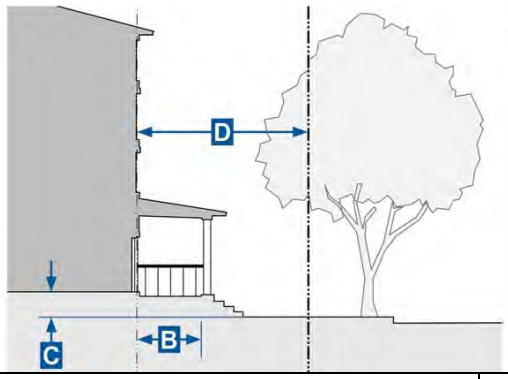
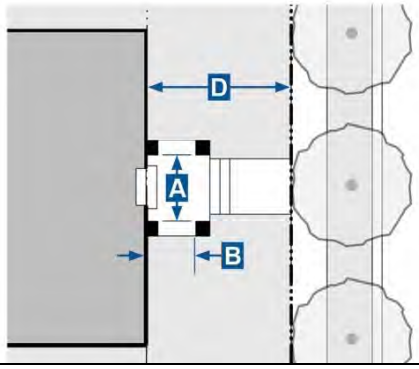
Table 4.11: Lobby	
Description	
This frontage type is intended for office or residential uses which are accessed through a primary building entry located directly on the sidewalk. In office developments, common space areas are oriented toward the street in order to ensure compatibility with a transparent 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.

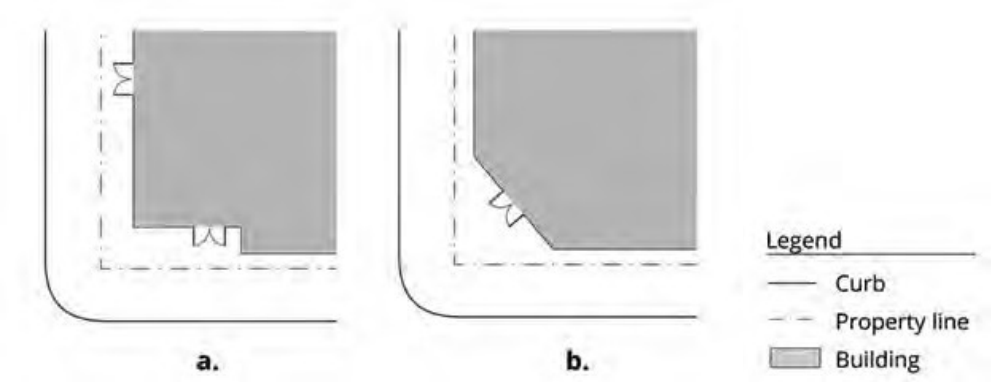
Integrated with retail façade.

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.

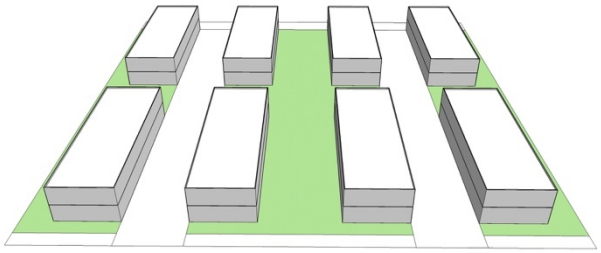
Guidelines below are organized by functional topics and apply to all multi-family residential, commercial and mixed-use construction.

5.2 BUILDING SITING AND ORIENTATION

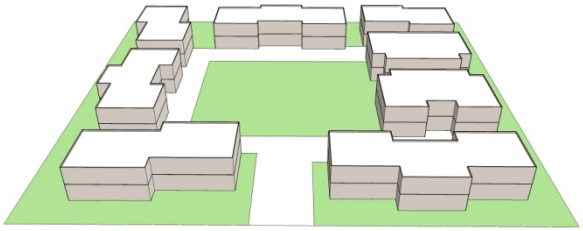
Buildings should be located and designed to facilitate pedestrian activity by being oriented to the street and sidewalks.

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

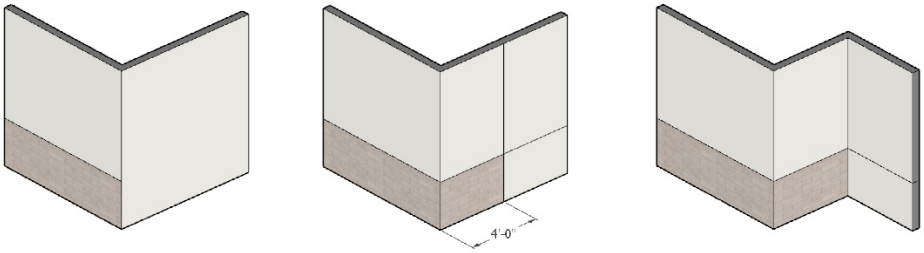
There is no required architectural theme for new development within the Specific Plan area. However, it is envisioned that larger developments will use contemporary styles. Original art murals may be used on primary or secondary facades, subject to the standards described in Chapter 7.

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.

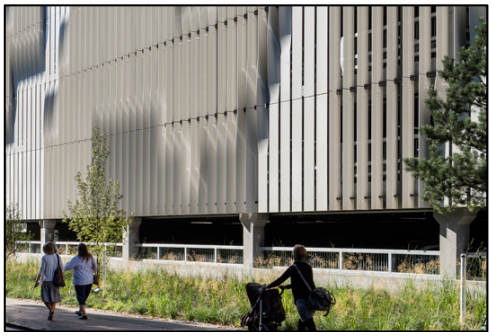
Walkway lighting

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

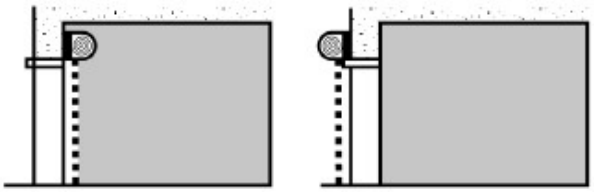


Parking structures with Louvers façade and landscape strip.

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.

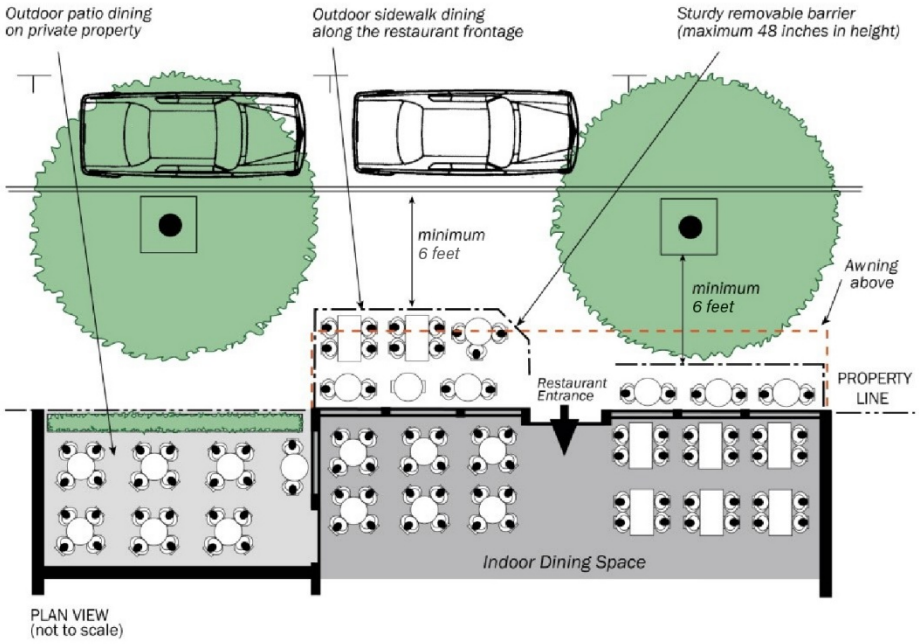
Facing sidewalk

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).

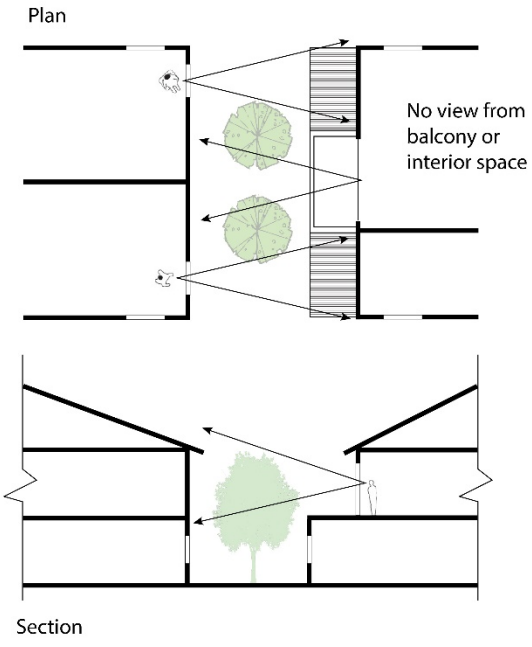
Appropriately scaled and usable open space

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.

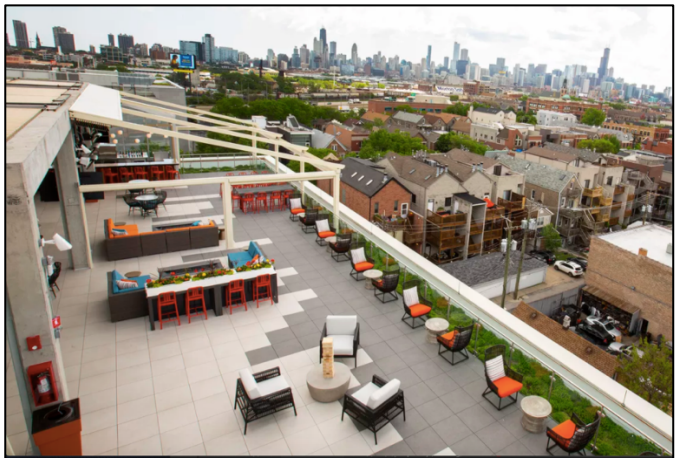
Photovoltaic panels can be installed on green roofs to generate renewable energy while providing shade for rooftop recreation. They can also be used on top of parking garages to generate energy and shade vehicles.

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.

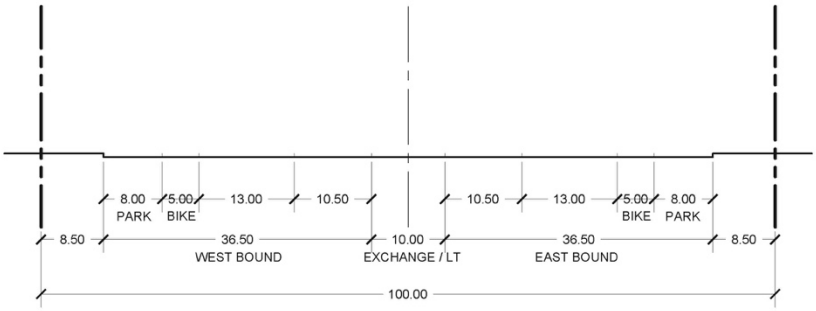
In order to implement the community vision for Downtown Compton (Section 2.2) and adequately complement the urban and pedestrian-friendly nature of the project, Compton Boulevard will need to transform from an auto-oriented pass-through corridor to a street that becomes a true destination for the City 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.

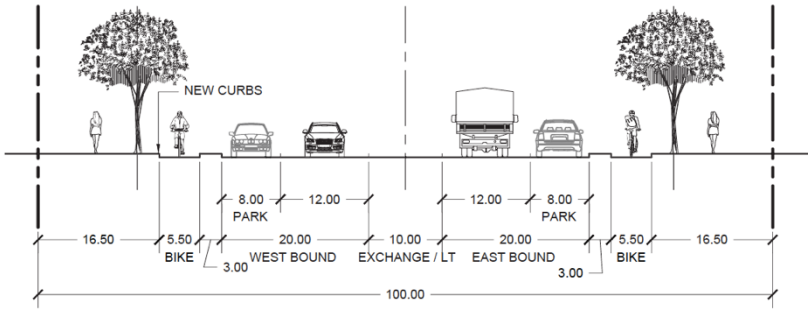
Level 1 Floor Plan & Site Plan
SCALE: 1" = 20'

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

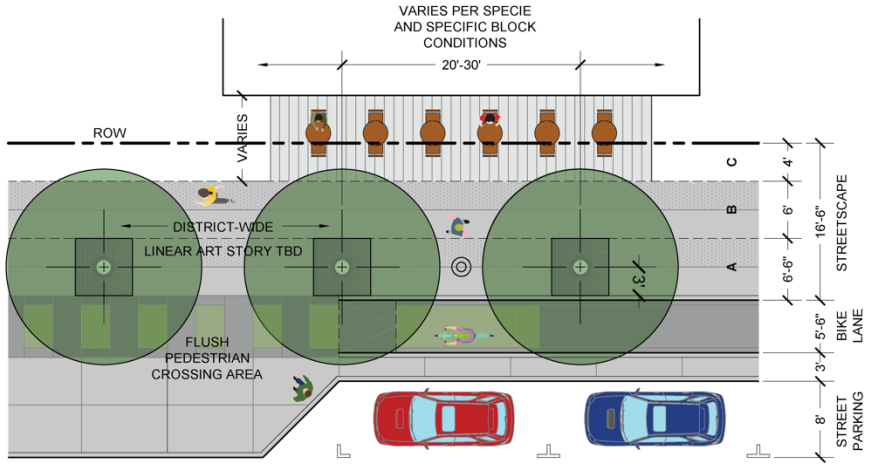
B. A-Frame and menu signage

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.

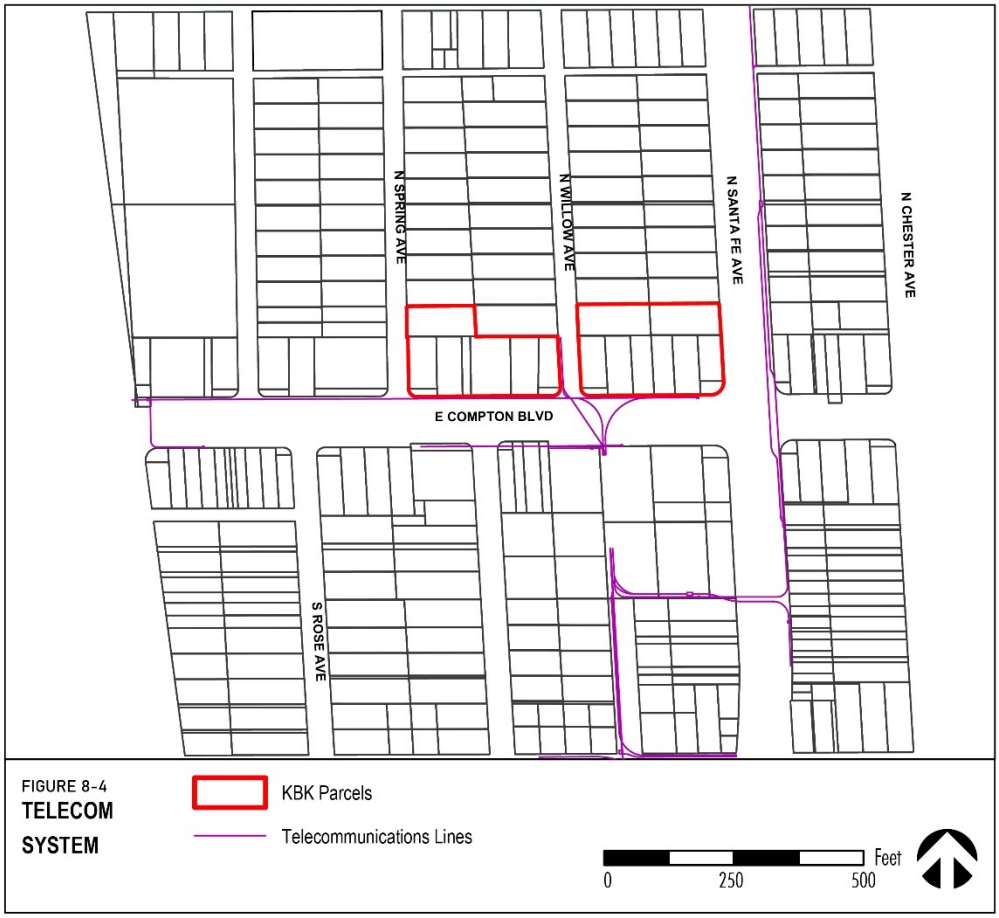


FIGURE 8-4
TELECOM SYSTEM

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.

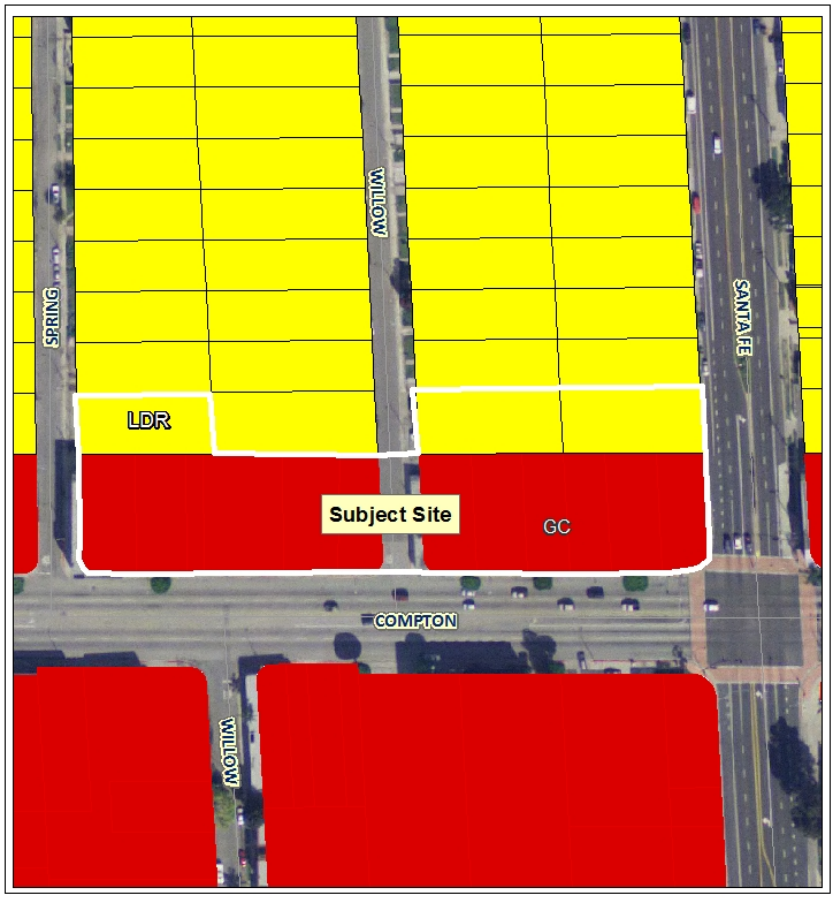
9.3 AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

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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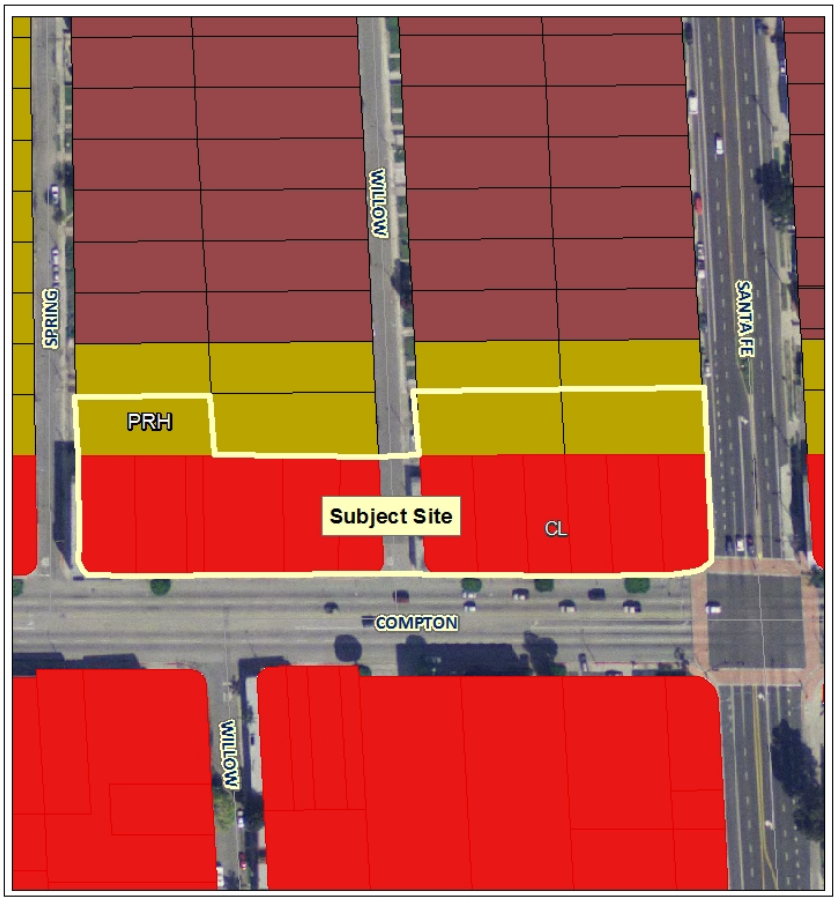

CITY OF COMPTON

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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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

July 27, 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 RELIEVING EBS GENERAL ENGINEERING OF ITS BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP# 18-01, PHASE 2A ($6,465,000)**

SUMMARY

Adoption of this resolution will relieve EBS General Engineering of its bid submitted for the Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2A, authorize the City Manager to enter into a construction contract with and establish a purchase order in the amount of Six Million Four Hundred Sixty Five Thousand Dollars ($6,465,000.00) for Sully-Miller Contracting Company and Six Hundred Forty Six Thousand Five Hundred Dollars ($646,500) contingency amount for performance of services on the Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2A.

BACKGROUND

The Annual Residential Street Rehabilitation Project ("Project") provides improvements to streets which consist of the following general work descriptions: 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 loops, adjust to grade existing sewer manholes, water valves, water meters, and storm drain manholes, and such other items or details, not mentioned above, that are required by the plans and standard specifications.

The project locations will be on Alondra Boulevard, Parmelee Avenue, 135th Street/Stockwell Street, Bullis Road, and Palmer Street as follows:

No.	Street Name	Limits
1.	Alondra Boulevard	City Limit West to Lime Avenue
2.	Parmelee Avenue	City Limit North to 138th Street
3.	Bullis Road	City Limit North to City Limit South
4.	Palmer Street	Alameda Street to Long Beach Boulevard

STATEMENT OF ISSUE

The Annual Residential Street Rehabilitation Project (CIP# 18-01, Phase 2A) was advertised for competitive bids on May 26th, June 2nd, and June 9th, 2021. Bids were received and opened on June 16, 2021. The City received a total of seven (7) bids:

Contractors	Amount
EBS General Engineering	$5,337,274
Sully-Miller Contracting	**$6,465,000**
All American Asphalt	$6,721,025
Hardy & Harper, Inc.	$6,840,000
Palp dba Excel Paving	$7,179,615
Griffith Company	$7,999,720
Onyx Paving Company	$8,484,000

Based upon review of the submitted bid documents, it was determined that EBS General Engineering ("EBS") was the apparent lowest bidder. However, on June 17, 2021, City staff received an e-mail correspondence from EBS indicating that there was an error in their bid program resulting in the failure to calculate any labor hours at the time of the bid which placed the contract with a total of 8,275 of unaccounted labor hours across 16 bid categories. This equated to a total missing labor hours of 8,275 at the prevailing wage cost of $779,815.00 under their original submitted bid.

California State law (i.e. California Public Contract Code) provides that a bidder on a public works project may be "Relieved" of its bid when: (1) a mistake is made; (2) the bidder gave written notice of the mistake and how it occurred within 5 working day of the opening of the bids; (3) the mistake made the bid materially different than the bidder intended it to be; and (4) the mistake was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site or reading the plans/specifications.

In order to "Relief" a bidder from their submitted bid requires approval of the awarding authority (i.e. City Council) or the court if not provided by the awarding authority.

Staff consulted with the City Attorney's Office regarding this issue and based on all of the factors presented; staff recommends that the City Council "Relieve" EBS of the bid they presented and award the construction contract to the 2nd lowest responsible bidder, Sully-Miller Contracting Company ("Sully-Miller") in the amount of $6,465,000.00.

Additionally, staff recommends authorization of a ten percent (10%) contingency, in the amount of $646,500.00, for any unforeseen costs for this Project. The Engineer's Estimate for this Project was $7,979,730. The Project is specified to be completed in One Hundred and Eighty (180) working days.

Therefore, in order to award the construction contract to and establish a purchase order for Sully-Miller in the amount of $6,465,000.00, a contingency amount of $646,500.00 and relieve the bid submitted by EBS for the Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2A, City Council's authorization is necessary.

FISCAL IMPACT

Funds in the amount of $7,111,500 are available in the Public Works 2021-2022 Fiscal Year in Account No. 3031-710-000-4300 (MTA Bond Funds).

ALTERNATIVE

Council can reject all bids and instruct staff to re-advertise, however, due to the desire of the City to move forward with this project, no other alternative is being proposed at this time.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RELIEVING EBS GENERAL ENGINEERING OF ITS BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP# 18-01, PHASE 2A ($6,465,000).

WHEREAS, the Annual Residential Street Rehabilitation Project ("Project") provides improvements to streets which consists of the following general work descriptions: 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 loops, adjust to grade existing sewer manholes, water valves, water meters, and storm drain manholes, and such other items or details, not mentioned above, that are required by the plans and standard specifications Annual Residential Street Rehabilitation Project ("Project"); and

WHEREAS, the project locations will be on Alondra Boulevard, Parmelee Avenue, 135th Street/Stockwell Street, Bullis Road, and Palmer Street as follows:

No.	Street Name	Limits
1.	Alondra Boulevard	City Limit West to Lime Avenue
2.	Parmelee Avenue	City Limit North to 138th Street
3.	Bullis Road	City Limit North to City Limit South
4.	Palmer Street	Alameda Street to Long Beach Boulevard; and

WHEREAS, the Annual Residential Street Rehabilitation Project (CIP# 18-01, Phase 2A) was advertised for competitive bids on May 26th, June 2nd, and June 9th, 2021; and

WHEREAS, bids were received and opened on June 16, 2021 and seven (7) bids were received as follows:

Contractors	**Amount**
All American Asphalt	$6,721,025
EBS General Engineering	$5,337,274
Griffith Company	$7,999,720
Hardy & Harper, Inc.	$6,840,000
Onyx Paving Company	$8,484,000
Palp dba Excel Paving	$7,179,615
Sully Miller Contracting	$6,465,000; and

WHEREAS, based upon review of the submitted bid documents, it was determined that EBS General Engineering ("EBS") was the apparent lowest bidder. However, on June 17, 2021, City staff received an e-mail correspondence from EBS indicating that there was an error in their bid program resulting in the failure to calculate any labor hours at the time of the bid which placed the contract with a total of 8,275 of unaccounted labor hours across 16 bid categories. This equated to a total missing labor hours of 8,275 at the prevailing wage cost of $779,815.00 under their original submitted bid; and

WHEREAS, State law generally provides that a bidder on a public works project may be relieved of its bid when: (1) a mistake is made; (2) the bidder gave written notice of the mistake and how it occurred within 5 working day of the opening of the bids; (3) the mistake made the bid materially different than the bidder intended it to be; and (4) the mistake was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site or reading the plans/specifications. Relief from the bid submitted requires approval of the awarding authority (i.e. City Council); and

WHEREAS, based on the reasoning presented by EBS, staff believes it appropriate for the City Council to relieve EBS of the bid they presented and accordingly, recommends that the City Council award the construction contract to the 2nd lowest responsible bidder, Sully-Miller Contracting Company ("Sully-Miller") in the amount of $6,465,000.00; and

WHEREAS, additionally, staff recommends authorization of a ten percent (10%) contingency, in the amount of $646,500.00, for any unforeseen costs for this Project.

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

SECTION 1. That EBS General Engineering is hereby relieved of the bid submitted for the Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2A in the amount of $5,337,274.00.

SECTION 2. That he bid of Sully-Miller Contracting Company in the amount of Six Million Four Hundred Sixty Five Thousand Dollars ($6,465,000.00) is hereby accepted and all other bids rejected.

SECTION 3. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with Sully-Miller Contracting Company for services performed on the Annual Residential Street Rehabilitation Project, CIP #18-01, Phase 2A.

SECTION 4. That funds in the amount of $6,465,000 are available in the Public Works 2021-2022 Fiscal Year budget in Account No. 3031-710-000-4330

SECTION 5. That a purchase order in the amount of $6,465,000.00 is authorized to be established for Sully-Miller Contracting Company for services to be rendered on the Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2A.

SECTION 6. That a project contingency amount of Six Hundred Forty Six Thousand Five Hundred Dollars ($646,500.00) is hereby authorized.

SECTION 7. 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 – Engineering Department.

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, 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

Annual Residential Street Rehabilitation Project (Phase I)				All American Asphalt		EBS		Griffith Company		Hardy & Harper, Inc.		Onyx Paving	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	$199,500.00	$199,500.00	$30,000.00	$30,000.00	$350,000.00	$350,000.00	$75,000.00	$75,000.00	$424,000.00	$424,000.00
2	Traffic Control	1	LS	$340,000.00	$340,000.00	$40,000.00	$40,000.00	$200,000.00	$200,000.00	$545,000.00	$545,000.00	$777,000.00	$777,000.00
3	Best Management Practices	1	LS	$13,500.00	$13,500.00	$5,000.00	$5,000.00	$27,000.00	$27,000.00	$15,730.00	$15,730.00	$2,000.00	$2,000.00
4	Clearing & Grubbing and Unclassified Excavation	1	LS	$820,000.00	$820,000.00	$740,000.00	$740,000.00	$730,000.00	$730,000.00	$607,000.00	$607,000.00	$888,000.00	$888,000.00
5	Cold Mill Existing Pavement	1,830,000	SF	$0.22	$402,600.00	$0.24	$439,200.00	$0.28	$512,400.00	$0.19	$347,700.00	$0.24	$439,200.00
6	Construct 2" Asphalt Rubber Hot Mix (ARHM)	27,000	TON	$89.00	$2,403,000.00	$82.00	$2,214,000.00	$94.00	$2,538,000.00	$83.00	$2,241,000.00	$90.90	$2,454,300.00
7	Construct 2" AC Base Course	4,300	TON	$73.00	$313,900.00	$69.16	$297,388.00	$92.00	$395,600.00	$208.00	$894,400.00	$85.85	$369,155.00
8	Construct 8" CAB	8,800	CY	$26.00	$228,800.00	$18.00	$158,400.00	$85.00	$748,000.00	$52.00	$457,600.00	$65.00	$572,000.00
9	Sawcut, Remove Existing and Construct 4" PCC Sidewalk	5,000	SF	$10.00	$50,000.00	$4.96	$24,800.00	$22.00	$110,000.00	$4.16	$20,800.00	$13.00	$65,000.00
10	Sawcut, Remove Existing and Construct PCC Driveway Approach	24	EA	$1,500.00	$36,000.00	$1,387.00	$33,288.00	$4,100.00	$98,400.00	$1,768.00	$42,432.00	$5,200.00	$124,800.00
11	Sawcut Existing and Construct PCC Cross Gutter	20,000	SF	$22.00	$440,000.00	$6.88	$137,600.00	$25.65	$513,000.00	$16.64	$332,800.00	$15.00	$300,000.00
12	Sawcut, Remove Existing and Construct PCC Curb Ramp	172	EA	$4,800.00	$825,600.00	$2,825.00	$485,900.00	$6,400.00	$1,100,800.00	$3,900.00	$670,800.00	$5,200.00	$894,400.00
13	Sawcut Existing and Construct Alley Intersection	1	EA	$6,500.00	$6,500.00	$6,463.00	$6,463.00	$13,500.00	$13,500.00	$10,400.00	$10,400.00	$10,000.00	$10,000.00
14	Sawcut Existing and Construct Curb and Gutter	100	LF	$75.00	$7,500.00	$51.84	$5,184.00	$105.00	$10,500.00	$134.00	$13,400.00	$111.00	$11,100.00
15	Adjust to Grade Water Valve	227	EA	$155.00	$35,185.00	$750.00	$170,250.00	$100.00	$22,700.00	$26.00	$5,902.00	$300.00	$68,100.00
16	Adjust to Grade Sewer Manhole	168	EA	$1,200.00	$201,600.00	$950.00	$159,600.00	$1,050.00	$176,400.00	$936.00	$157,248.00	$1,500.00	$252,000.00
17	Adjust to Grade Storm Drain Manhole	37	EA	$1,200.00	$44,400.00	$950.00	$35,150.00	$1,050.00	$38,850.00	$936.00	$34,632.00	$1,500.00	$55,500.00
18	Adjust to Grade Storm Pull Box	3	EA	$775.00	$2,325.00	$75.00	$225.00	$700.00	$2,100.00	$936.00	$2,808.00	$1,500.00	$4,500.00
19	Adjust to Grade Test Well Box	15	EA	$775.00	$11,625.00	$725.00	$10,875.00	$900.00	$13,500.00	$780.00	$11,700.00	$1,500.00	$22,500.00
20	Funish and Install Street Name Sign	134	EA	$170.00	$22,780.00	$167.00	$22,378.00	$330.00	$44,220.00	$172.00	$23,048.00	$350.00	$46,900.00
21	Furnish and Install Overhead Reflective Street Name Sign	83	EA	$750.00	$62,250.00	$737.00	$61,171.00	$1,050.00	$87,150.00	$790.00	$65,570.00	$1,000.00	$83,000.00

22	Furnish and Install Regulatory Sign	117	EA	$130.00	$15,210.00	$126.00	$14,742.00	$300.00	$35,100.00	$130.00	$15,210.00	$300.00	$35,100.00
23	Install Traffic Detector Loop	275	EA	$290.00	$79,750.00	$282.80	$77,770.00	$300.00	$82,500.00	$292.00	$80,300.00	$280.00	$77,000.00
24	Striping, Markings, & Pavement Legends	1	LS	$165,000.00	$165,000.00	$167,890.00	$167,890.00	$150,000.00	$150,000.00	$169,520.00	$169,520.00	$508,445.00	$508,445.00
	TOTAL			**3**	$6,727,025.00	**1**	$5,337,274.00	**6**	$7,999,720.00	**4**	$6,840,000.00	**7**	$8,484,000.00

Palp dba Excel Paving		Sully-Miller	
UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
$328,000.00	$328,000.00	$315,000.00	$315,000.00
$618,000.00	$618,000.00	$198,234.75	$198,234.75
$24,000.00	$24,000.00	$11,000.00	$11,000.00
$987,000.00	$987,000.00	$662,000.00	$662,000.00
$0.23	$420,900.00	$0.27	$494,100.00
$85.00	$2,295,000.00	$85.00	$2,295,000.00
$70.00	$301,000.00	$70.00	$301,000.00
$50.00	$440,000.00	$70.00	$616,000.00
$10.00	$50,000.00	$9.15	$45,750.00
$2,500.00	$60,000.00	$2,200.00	$52,800.00
$15.00	$300,000.00	$10.25	$205,000.00
$4,400.00	$756,800.00	$3,945.00	$678,540.00
$11,000.00	$11,000.00	$4,750.00	$4,750.00
$95.00	$9,500.00	$55.50	$5,550.00
$400.00	$90,800.00	$438.50	$99,539.50
$680.00	$114,240.00	$600.00	$100,800.00
$650.00	$24,050.00	$602.50	$22,292.50
$1,000.00	$3,000.00	$401.00	$1,203.00
$600.00	$9,000.00	$842.00	$12,630.00
$165.00	$22,110.00	$169.25	$22,679.50
$730.00	$60,590.00	$748.50	$62,125.50

$125.00	$14,625.00	$128.25	$15,005.25
$280.00	$77,000.00	$280.00	$77,000.00
$163,000.00	$163,000.00	$167,000.00	$167,000.00
5	$7,179,615.00	**2**	$6,465,000.00

CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
SULLY-MILLER CONTRACTING COMPANY
[Annual Residential Street Rehabilitation Project– CIP #18-01, Phase 2A]

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **SULLY-MILLER CONTRACTING COMPANY** (hereinafter referred to as "**CONTRACTOR"**) located at 135 South State College Boulevard, Suite 400, Brea, California 92821, (each a "Party" and collectively, the "Parties").

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California (License No. 747612) and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Sully-Miller Contracting Company (Contractor) to perform that work required pursuant to the Annual Residential Street Rehabilitation Project CIP# 18-01, Phase 2A ("Project")**.**

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____adopted by the City Council on _____, 2021.

WHEREFORE, the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 "Work" consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

1.1.2 "Contract Documents" consists of this Agreement (interchangeably "Contract") (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest

California Supplement, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

1.3 Trust and Confidence.

Contractor accepts the obligation of trust and confidence established between it and City by this Agreement and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Agreement, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

1.4 Standard of Care.

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and Work required by the Contract Documents. In the event portions of the Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

1.5 Compliance with Applicable Laws.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Charter city are a part of this Agreement to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents (hereinafter "City") free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Agreement is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to Work required within this Contract. Contractor shall also comply with the following laws:

1.5.1 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts and such other sanctions may be imposed and remedies invoked as provided by law.

1.5.2 Clayton Act and Cartwright Act. In accordance with Section 7103 of the California Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from the purchases of goods, services or materials pursuant to this Contract.

1.5.3 Federal Lobbyist Requirements. The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

1.5.4 Subletting and Subcontracting. Contractor acknowledges and agrees that it is the City's intent for the provisions of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code) to apply to all phases of the Work.

1.5.5 Prevailing Wage Requirements. This Project is funded in whole or in part with Federal Housing and Community Development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced.

This Project is a public work in the State of California, which may be funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. Contractor's duty to pay State prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

.a Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars ($25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in one day or 40 hours in one week in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

1.5.6 Employment of Apprentices. Pursuant to California Labor Code Section 1777.5, Contractor shall file with the appropriate Joint Apprenticeship Training Committee ("JATC"), a DAS-140 form registering to train apprentices. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms. In addition, Contractor is required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council.

.a Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years for failure of Contractor to register to train apprentices or failure to pay the appropriate training contribution.

1.5.7 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty Five Dollars ($25.00)** per day per worker for each day of violation. City maintains the right to withhold any and

all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

1.5.8 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of this Agreement. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Agreement to make the verifications and comply with all requirements and restrictions provided herein. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Section 1.5.8. Should Contractor employ undocumented aliens for the performance of Work covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse City for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

1.5.9 Water Pollution Control.

1.5.9.1 Best Management Practices (BMPs). Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System ("NPDES") standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction of off-site and on-site improvements shall adhere to NPDES Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems. Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of **One thousand Dollars ($1,000.00)** for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

1.5.10 Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Scott Bottomley,**

Vice-President of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.6.2 City's Representative. City hereby designates the Director of the Public Works Department, or his/her designee as City's Representative for this Project.

1.7 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.7.1 Contractor verifies that it possesses a **"Class A"** Contractor's License(s) adequate to perform the Work herein described and that all subcontractors of Contractor have equivalent licenses for their specific trades. Contractor further verifies that it and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under the Labor Code.

1.8 Permits.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for acceptance or occupancy by City.

Prior to or at the time of execution of this Agreement, the Contractor, and all Contractor's subcontractors, shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code* and obtain applicable no-fee construction permits.

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the Parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers, necessary tools, expendable equipment, all utility and transportation services and other facilities required to complete the following work:

ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT (CIP#18-01, PHASE I)

The Annual Residential Street Rehabilitation Project ("Project") provides improvements to streets in accordance with the plans, specifications and other contract documents as specified herein and shall consist of the following general work descriptions: 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, and such other items or details, not mentioned above, that are required by the plans and standard specifications. The Project locations are as follows:

No.	Street Name	Limits
1.	Alondra Boulevard	City Limit West to Lime Avenue
2.	Parmelee Avenue	City Limit North to 138th Street
3.	Bullis Road	City Limit North to City Limit South
4.	Palmer Street	Alameda Street to Long Beach Boulevard

2.2 Management of Construction Work.

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

Contractor shall bear all costs associated with this Work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this Work.

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Six Million Four Hundred Sixty Five Thousand Dollars ($6,465,000.00)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by a properly authorized and written Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or

any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed in accordance with the provisions of *California Public Contract Code, Section 20104.50*, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the **Public Works Director** or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

-Or-

Pursuant to *Section 22300 of the Public Contract Code*, this Contract permits the substitution of securities for any monies withheld by a public agency to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in *Government Code Section 16430* or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request the City to make payment of earned retentions directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments in securities, and Contractor

shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from the City pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of Contractor.

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner as directed by the City without interruption until the each of the requested segment(s) and/or location(s) identified by the City for repairs and work is completed or within a total of **180 working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The City's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the City to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.3 Extensions.

The Contract Time shall not be extended except by a properly authorized and written Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

4.4.1 Sole Remedy. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF ONE THOUSAND DOLLARS ($1,000) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORESEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

_____	_____
City of Compton – City Manager	**Contractor – Sully-Miller Contracting Company**

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Baseline Schedule (showing all milestones with critical activities on the Baseline Schedule) for each street segment(s) and/or location(s) identified and requested for repairs and Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the Project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. There shall be no extension of time granted due to delay caused by inability to obtain materials without the advance written approval of the Public Workers Director or his/her designee.

Contractor shall be held responsible for coordination of all phases of the operations/Work so that the schedule can be met. If Contractor desires to make a major change in its methods or

operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to the City a revised Construction Schedule. Said revised Schedule shall be submitted in advance of beginning revised operations. The City may suspend all progress payments if the Contractor fails to comply.

4.7 City Review Periods.

All schedules prepared by Contractor, shall include such City review periods as are required by the nature of the work and/or as requested by the City. Contractor shall in all cases deliver to City prior to commencement of a City review period a written request for review, accompanied, if appropriate, by the document, question or other information requiring the City or Architect review, response, approval or consideration. For purposes of determining compliance with the City review periods, if Contractor does not deliver its request for review before the first day of a City review period scheduled in the governing schedule, the City review period shall not commence until Contractor delivers such request and the respective City review date shall be extended (without any corresponding adjustment to the Contract Time) on a day-for-day basis until Contractor delivers such request to the proper entity from which a response, review or approval is sought. To the extent that such an extension causes delay to Contractor's performance within the Contract Time, such delay shall be deemed an inexcusable delay.

4.8 Governmental Authority Review Periods.

Contractor shall include in all of the schedules it prepares estimates of the time required for governmental authorities to inspect, review and approval of the Work while in progress. Contractor is solely responsible for the sufficiency and accuracy of its estimates of time for all governmental authority review periods.

5.0 CONSTRUCTION PHASE

5.1 General.

5.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

5.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

5.1.3 Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

5.2 Supervision of Work.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

5.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

5.4 Safety.

5.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

5.4.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the Site;

.b Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and

.c The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

5.4.3 Contractor shall designate an individual at the Site in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

5.4.4 Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

5.4.5 If City deems any part of the Work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the Work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

5.4.6 Should this work involve digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

.a Material the Contractor believes may be material that is hazardous waste, as defined in *Section 25117 of the Health and Safety Code that* is required to be removed to a Class I, Class II or Class III disposal site.

.b Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

.c Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

5.4.7 Contractor represents that in advance of the excavation of any trench deeper than five (5) feet, it shall submit for acceptance by the City or a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, of a

detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

5.5 Substitutions.

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

5.6 Trade Contractors.

5.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

5.6.2 Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

5.7 Separate Contractors.

5.7.1 Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Site, so that the Project can be completed in an orderly and coordinated manner without delay.

5.7.2 If any part of the Work depends upon other work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

6.0 ACCOUNTING RECORDS

6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every

kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

7.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

7.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to

the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

7.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

7.2.3 Premiums. The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

7.2.4 Obligees. The performance and payment bonds shall name City as obligee.

7.2.5 Changes. Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

7.2.6 Communications. City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

8.0 INSURANCE

8.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section 8.0.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

8.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper

protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars ($1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

.a The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one insured against another; or (6) contain any exclusions contrary to the Contract.

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

8.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

8.2.4 Builder's Risk Insurance. Builder's Risk Insurance for any property constructed on behalf of the City, to cover "all risk" of physical loss providing for loss or damage from collapse, including collapse resulting from design error. The value insured shall cover 100% of the completed Contract cost and shall be maintained until full acceptance of the Work.

8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as ***"additional insured"*** with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4)

contain any other exclusions contrary to the Contract.

.c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.2 The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

8.5 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

8.6 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

8.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

8.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an ***"additional insured"*** to the subcontractor's policies. Contractor shall submit proof of compliance with this provision upon request of the City.

8.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

9.0 CHANGE ORDERS

9.1 Changes. City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

9.2 Change Orders. A Change Order is a duly authorized written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be duly authorized and in writing signed by City.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Scott Bottomley**, **HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contractor firm of **Sully-Miller Contracting Company** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

10.2 Debarment and Suspension Certification. The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____
Scott Bottomley, Vice-President **(Date)**

10.3 Non-Lobbying Certification for Federal-Aid Contracts. The Contractor certifies to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____
Scott Bottomley, Vice-President **(Date)**

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

11.1.1 Notice of Default. Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Agreement in the event that Contractor fails or refuses to perform any of the obligations set forth in this Agreement or the other Contract Documents, and fails to cure such default in the manner required hereafter.

11.1.2 Opportunity to Cure Default. Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) calendar days after receipt of such written notice.

11.2 City's Rights and Remedies Upon Default.

11.2.1 Remedies Upon Default. In the event that Contractor fails to cure any breach of this Agreement within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

.a Delete Certain Services. City may, without terminating this Agreement, delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

.b Perform and Withhold. City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.c Suspend this Agreement. City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

.d Terminate this Agreement. City may terminate all or any part of this Agreement for cause according to the notice provisions set forth in this Agreement, reserving to itself all rights to recover losses related thereto.

.e Invoke the Performance Bond. City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

11.2.2 Rights Cumulative. All of City's rights and remedies under this Agreement are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

11.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's

sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

11.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

11.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 11.4.1, below.

11.2.6 Damages to City.

.a Reservation of Remedies. City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

.b Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.c No Release. If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

11.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

11.3.1 Resumption. If a suspension order is canceled or expires, Contractor shall

resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

11.3.2 Suspension Order Required. The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

11.4 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 11.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

11.4.1 Contractor Obligations. Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

.a Immediately discontinue performance to the extent specified in the notice;

.b Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

.c Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.d Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.e Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

11.4.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 11.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

.a The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

.b Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

11.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

11.5 Contractor's Rights and Remedies.

11.5.1 Contractor's Remedies. Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

.a The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

.b City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

11.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

12.0 MISCELLANEOUS PROVISIONS

12.1 Warranties. Contractor warrants and guarantees all Work under this Contract (which for purposes of this section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or period of time specified elsewhere in this Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) following completion and the date of final acceptance of the Project, Contractor shall, within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year, commencing with the date of acceptance of such corrected Work. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This obligation shall survive completion or termination of the Contract.

12.2 Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or

breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

12.3 Governing Law. This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

12.4 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

12.5 Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

12.6 Successors and Assigns. This Agreement shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Agreement without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

12.7 Interpretation. Contractor and City acknowledge that the terms of this Agreement has been mutually negotiated and that such documents shall not be interpreted against either City or Contractor on the basis that either party was responsible for or in control of the drafting of such documents.

12.8 Survival. All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

12.9 Conflict of Interest. The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

12.10 Copyrights. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

12.11 Confidentiality of Reports. The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

12.12 Employees of Contractor. The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Contractor will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

12.13 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

12.14 Waivers. A waiver by either party to this Agreement of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

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

12.16 Entire Agreement. The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

12.17 Execution Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5^{th}) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

13.2 Addresses. All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

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

with copies to:

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

All notices, demands or requests from City to Contractor shall be addressed to:

Sully-Miller Contracting Company
135 South State College Boulevard, Suite 400
Brea, California 92821
Attn: Scott Bottomley, Vice-President
(714) 578-9600
(714) 578-9672 - Fax

13.3 Change in Address. In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

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

ALL AMERICAN ASPHALT
CONTRACTOR

Dated: _____ **By _____**
Scott Bottomley, Vice-President

CITY OF COMPTON

Approved by:

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

Approved as to form:

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

ATTEST:

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

July 27, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **PUBLIC WORKS - STREET MAINTENANCE DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO WINNER CHEVROLET, INC., FREEWAY TOYOTA OF HANFORD AND SELMA HONDA FOR THE PROCUREMENT OF FLEET VEHICLES ($3,163,001)**

SUMMARY

Adoption of the attached resolution will amend the 2021-2022 Fiscal Year budget of the Public Works – Street Maintenance Department to transfer funds to increase expenditures in the amount of Three Million One Hundred Sixty Three Thousand One Dollars ($3,163,001.00) and authorize the City Manager to issue purchase orders to Winner Chevrolet, Inc. for the purchase of seventy-two (72) Service Trucks, Freeway Toyota of Hanford for the purchase of four (4) Toyota Prius Sedans and Selma Honda for the purchase of three (3) Honda Insight Sedans for use by the Public Works – Street Maintenance, City Attorney, Community Improvement Services and Fire Departments.

BACKGROUND

The City of Compton's fleet is aging with the majority of the vehicles having been in service over 10 years. In addition to age, the vehicles have been determined to be inadequate to meet the current needs of the Community Improvement Services, Public Works – Street Maintenance and Fire Departments.

The Fire Department staff is utilizing vehicles, some of which have been in service since 2002. Staff recommends replacing the Fire Department's current allocation of one (1) Dodge Charger, four (4) Ford Taurus Sedans, and one (1) Chevrolet Suburban fuel-powered vehicles with hybrid vehicles. The Fire Department will obtain one (1) Honda Insight Sedan, one (1) Chevrolet Silverado Truck, four (4) Toyota Prius Sedans and one (1) new Paramedic Unit as well. These vehicles will be used in the daily duties of the Fire Chief, Battalion Chief, Fire Inspectors and Arson Investigators. In addition, staff is proposing to add an additional paramedic unit to improve response time to medical calls for service.

The Code Enforcement Officers in the Community Improvement Services Department are currently utilizing seven (7) Dodge Chargers for their daily duties. In addition to citations and inspections, personal property seizures have become an increasing aspect of their job, and include seizing large items such as illegal street vendor carts which cannot be

placed inside of a sedan like a Dodge Charger. As a result of this, officers must coordinate the use of a pickup truck with the Public Works - Street Maintenance Department to impound such items, which creates inefficiencies for both departments. After reviewing the current duties with management, a more appropriate vehicle for this job description is a pickup truck. Staff recommends purchasing seven (7) 2022 Chevrolet Silverado pickup trucks from Winner Chevrolet, Inc. to address the needs of this Division, thereby allowing Code Enforcement Officers to confiscate items themselves and Public Works staff to remain focused on their assigned duties.

The Public Works – Street Maintenance Department encompasses Street Maintenance, General Services, Fleet and the Parks Divisions under its operations. The Divisions employ trucks and cars of various sizes to carry out daily functions (street repairs, illegal dumping, traffic and sign maintenance, park maintenance, facility maintenance, etc.) and these vehicles were purchased in 2008 and have exceeded their useful life becoming cost prohibitive to maintain. In total, the Department has fifty-six (56) Dodge Ram and Chevrolet Silverado trucks, five (5) Chevrolet Impalas, four (4) Chevrolet Colorado trucks, six (6) Ford F-250 cargo vans and one (1) tow truck under its vehicle allocation. The cars and vans will be changed to trucks to meet the current and future needs of the department. Therefore, staff proposes to upgrade the Public Works – Street Maintenance Department's allocation with sixty-five (65) Chevrolet Silverado trucks, five (5) Chevrolet Colorado trucks, two (2) dump trucks, and one (1) Honda Insight.

These vehicles will need to be outfitted with various aftermarket upgrades (ladder racks, service bodies, lift gates, etc.) to meet the needs of the respective divisions. Staff requests an additional allocation of Three Hundred Thousand Dollars ($300,000.00) to cover the modifications.

The City Attorney has requested the use of a City vehicle to carry out the duties of the office and will forgo an auto allowance in exchange for the use of the vehicle. Staff proposes to provide the City Attorney with a Honda Insight to meet the needs of the Office.

The Honda Insight vehicles will be 2021 models and purchased from Selma Honda. The trucks will be purchased from Winner Chevrolet and the Toyota Prius' will be purchased from Freeway Toyota of Hanford.

STATEMENT OF THE ISSUE

The vehicle purchases are being made through the State of California's "Statewide Contract" agreements for Fleet Vehicles issued by the Department of General Services Procurement Division. The State conducted a formal Request for Proposals ("RFP") process that identified a number of vendors to provide vehicles of various types (Trucks, SUVs, Vans and Cars) to meet the needs of their departments. Subsection B "Local Government Agencies" of Section 2. "Contract Usage/Rules" of each agreement contains language that allows local government agencies to also utilize their agreements for vehicle acquisitions. Review of the State's procurement process satisfies the City's

procurement requirements; thus, utilizing the State's agreements allow the City to capitalize on pricing that would not be available if staff conducted a separate Request for Quotes process for the vehicle purchases.

These vehicles will also be outfitted with the appropriate equipment (light bars, tow hitches, City Logo and Department decals, etc.) to allow staff to use the vehicles in their daily duties as soon as they are delivered, which is expected three to four months after the orders are placed by the City.

FISCAL IMPACT

Funds are available in the Equipment Rental Fund Balance for the Fiscal Year 2021-2022 budget and will need to be amended as follows:

Increase Expenditure	Account Description	Amount
6000-720-000-4333	Equipment Rental – Automotive Equipment	$3,163,001.00

The purchase orders will be allocated to the respective dealerships in "amounts not to exceed" as follows:

Dealership	Vehicles	Quantity	Amount
Selma Honda	Honda Insight	3	$86,195.00
Winner Chevrolet, Inc.	Chevrolet Silverado	72	$2,520,630.00
Winner Chevrolet, Inc.	Paramedic Unit	1	$76,832.00
Winner Chevrolet, Inc.	Tow Truck	2	$84,320.00
Freeway Toyota of Hanford	Toyota Prius	7	$95,024.00
	Subtotal		$2,863,001.00
Aftermarket Upgrades			**$300,000.00**
Total			**$3,163,001.00**

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS-STREET MAINTENANCE DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO WINNER CHEVROLET, INC., FREEWAY TOYOTA OF HANFORD AND SELMA HONDA FOR THE PROCUREMENT OF FLEET VEHICLES ($3,163,001)

WHEREAS, the City of Compton employees utilize various service vehicles (sedans, pickup trucks and sport utility vehicles) in the performance of their duties; and

WHEREAS, vehicles in service have reached the end of their useful life as they were purchased in 2002 and 2008 and the cost of maintenance is cost prohibitive to maintain; and

WHEREAS, based on existing demands, the Public Works-Street Maintenance, City Attorney, Community Improvement Services and Fire Departments current vehicles allocations are inadequate to efficiently allow employees to fulfill their duties to the City and the vehicles are reaching the end of their useful life; thus, staff has checked into purchasing vehicles that better meet the needs of the Departments; and

WHEREAS, the vehicle purchases are being made through the State of California's ("State") "Statewide Contract" agreements for Fleet Vehicles issued by the Department of General Services Procurement Division; and

WHEREAS, the State conducted a formal Request for Proposals ("RFP") process that identified a number of vendors to provide vehicles of various types (Trucks, SUVs, Vans and Cars) to meet the needs of their departments and Subsection B "Local Government Agencies" of Section 2. "Contract Usage/Rules" of each agreement contains language that allows local government agencies to also utilize their agreements for vehicle acquisitions; and

WHEREAS, review of the State's procurement process satisfies the City's procurement requirements; thus, utilizing the State's agreements allow the City to capitalize on pricing that would not be available if staff conducted a separate Request for Quotes process for the vehicle purchases; therefore, staff recommends acquiring the needed vehicles from the State authorized vendors at the total cost of $2863,001; and

WHEREAS, these vehicles will also be outfitted with the appropriate equipment (light bars, tow hitches, City logo and Department decals, etc.) to allow staff to use the vehicles in their daily duties as soon as they are delivered; and

WHEREAS, the 2021-2022 Fiscal Year budget must be amended to fund this expenditure.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

Section 1. That the quotes from Winner Chevrolet, Inc. in the total amount of $2,681,782.00, Selma Honda in the amount of $86,195.00 and Freeway Toyota of Hanford in the amount of $95,024.00 are hereby accepted.

Section 2. That funds for these expenditures will be available in the Equipment Rental Fund Balance and the Fiscal Year 2021-2022 budget shall be amended as follows:

Increase Expenditure	Account Description	Amount
6000-720-000-4333	Equipment Rental – Automotive Equipment	$3,163,001.00

Section 3. That the City Manager is hereby authorized to issue purchase orders and all necessary documentation to Winner Chevrolet, Inc. for the purchase of seventy-two (72) 2022 Chevrolet Silverado and Chevrolet Colorado Trucks, one (1) Paramedic Unit and two (2) Tow Trucks in the amount not to exceed $2,681,782.00; to Selma Honda, Inc. for the purchase of three (3) 2021 Honda Insight Sedans in the amount not to exceed $86,195.00; and, to Freeway Toyota of Hanford for the purchase of four (4) Prius Hybrids in the amount not to exceed $95,024.00.

Section 4. That aftermarket upgrades to the purchased vehicles is hereby authorized in an amount not-to-exceed $300,000.00.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Community Improvement, Community Development, City Attorney and Fire Departments.

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 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

FREEWAY TOYOTA

1835 Glendale Ave
Hanford, CA. 93230

City of Compton
205 S Willowbrook Ave
Compton, CA. 90220
Attn: Jimmie Smith

6/16/2021

As per your request for CA State Contract #1-18-23-10C Line Item #18

2022 Toyota Prius (1221)	**$23195.00**
DMV Doc Fee	$85.00
Install City Decals	$650.00
10.25% Sales Tax	$2452.82
5 Year/100,000 mile Toyota Platinum Extra Care	$1130.00
CA Tire Tax	$7.00
Delivery to Compton	$300.00
Total	$27,819.82 Each

Protect against future mechanical or electrical issue's with Toyota Platinum Extra Care $0 Deductible
5 Years / 100,000 Miles $1130.00
6 Years / 100,000 Miles $1350.00
7 Years / 125,000 Miles $1745.00

Thank you for the opportunity to earn your business.
Patrick G Ireland
Government Fleet Manager

Selma Nissan/Honda

2525 Highland Ave.
Selma, CA. 93662

City of Compton
205 S Willowbrook Ave
Compton, CA. 90220
Attn: Jimmie Smith

6/21/2021

As per your request for CA State Contract #1-18-23-10G Line#24

2021 Honda Insight (ZE4F1LEW)	**$23672.00**
DMV Doc fee	$85.00
Install City Decals	$650.00
10.25% Sales Tax	$2501.72
Honda Care 5 year/100,000 mile Zero deductable	$1515.00
CA Tire Tax	$7.00
Delivery to Compton	$300.00
Total	$28,730.72 @ 3 = $86192.16

Thank you for the opportunity to earn your business.
Patrick G Ireland
Government Fleet Sales Manager

Elk Grove Auto / Winner Chevrolet

8575 Laguna Grove Drive
Elk Grove, CA 95757
916-426-5752

To:
Jimmie Smith
City of Compton
205 S Willowbrook Ave
Compton, CA 90220
(310) 605-5553

DATE June 15, 2021
Quotation # 21765

Prepared by: Jerry Powers

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-18-23-20D

Description	AMOUNT
Line 31 Silverado	$ 39,725.00
Options (Refer to Window Sticker):	$ 4,185.00
Upfit per attached Scelzi quote	$ 21,134.00
****** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 65,044.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 65,129.00
Tax Rate(Subject to change): 10.250%	$ 6,675.72
CA Tire Fee: $1.75 / Per Tire — **Tire Fee:**	$10.50
Delivery Charge:	$ 650.00
Total:	**$ 72,465.22**

_____
(Order Acknowledgment Signature) **(Date)**

If you have any questions concerning this quotation, contact Jerry Powers at 916-426-5752 or email at JPowers@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

SCELZI TRUCK BODIES

2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

223778

Date: 6/15/2021, 4:30:37 PM

User: O'Rouke, Daniel

Bill To:	WINNER CHEVROLET Attn: POWERS, JERRY PO BOX 1867 COLFAX, CA 95713 916-426-5752	**Ship To:**	WINNER CHEVROLET Attn: POWERS, JERRY 1624 S CANYON WAY COLFAX, CA 95713 916-426-5752

Quote Date:	06/15/2021	**Salesman:**	O'Rouke, Daniel
Expiration Date:	07/15/2021	**Ship Via:**	SCELZI DELIVERY
Sales Tax	Exempt @ 0.000%	**Terms:**	COD
		PO Number:	

Notes:

MOUNT IN FRESNO
PAINT BODY WHITE
DUAL FUEL TANKS

CUSTOMER: CITY OF COMPTON

Qty	Part Number	Description
1	Customer Chassis	2022 - CHEVY - 4500 - CREW CAB - DRW - DSL - 4X2 - WHITE - 84" CA
1	SBD-132-94-49-60-V	1EA - ALL LIGHTS L.E.D.
		1EA - 24" TALL TALGATE
1	BUMPER SIG - 6"	6" DIAMOND PLATE STEP BUMPER POWDER COATED GRAY
		1EA - CLASS 5 RECEIVER HITCH
		1EA - 7 PRONG FLAT RV PLUG #12707
		1EA - INSTALL FACTORY BACK UP CAMERA
1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT
1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE
1	TRANSPORTATION	ONE WAY TRANSPORTATION TO COLFAX, CA

Winner Chevrolet / Elk Grove Auto Group
Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck

Winner Chevrolet / Elk Grove Auto Group
Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Technical Specifications
- Weight Distribution
- Geared Road Speed
- Gradeability Chart
- Turning Circle

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Data Version: 14011. Data Updated: Jun 14, 2021 10:23:00 PM PDT.

Winner Chevrolet / Elk Grove Auto Group

Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.***TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. ******IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Prepared By:

Jerry Powers
Winner Chevrolet / Elk Grove Auto Group
916-426-5752
JPowers@LasherAuto.com

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Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck — MSRP:$53,300.00

Interior:Dark Ash seats with Jet Black interior accents, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS

OPTIONS

CODE	MODEL	MSRP
CC56043	[Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck	$53,300.00
	OPTIONS	
092	Rear axle, 4.30 ratio	$0.00
1WT	Work Truck Preferred Equipment Group	$0.00
5DY	Electrical Provisions, rear of frame, upfitter, body builder wiring	$230.00
5H1	Key system, 2 spare keys	$45.00
9L3	Spare tire delete	$0.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger	$0.00
AQQ	Remote Keyless Entry	$175.00
C7R	GVWR, 16,500 lb. (7484 kg)	$0.00
DPN	Mirrors, outside heated power-adjustable vertical trailering, upper glass, manual-folding and extending, black.	$355.00
E0N	Assist Steps, aluminum	$200.00
EM1	Wheelbase, 199" (505.5 cm), 84" CA	$180.00
FK6	Front suspension, 7,000 lb. (3,175 kg) multi-leaf, includes shock absorbers	$0.00
FN1	Rear axle, 10,000 lb. (4,536 kg) Dana Spicer S14-110, single reduction	$0.00
FNP	Front fender extension, painted body color	$105.00
FPF	DPF, diesel particulate filter, manual regeneration	$250.00
FTA	Front axle, 7,000 lb., Dana Spicer D800-N, "I"-beam, non-driving	$0.00

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Winner Chevrolet / Elk Grove Auto Group

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

GAZ	Summit White		$0.00
GR3	Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate		$0.00
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim		$0.00
IO3	Audio system, 4.2" diagonal color display		$0.00
JL1	Trailer brake controller, integrated		$275.00
KI4	Power outlet, 110-volt AC		$125.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible		$0.00
MIU	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS		$290.00
PTO	Power Take Off, engine control provisions		$275.00
PWV	Wheels, 19.5" x 6.75", aluminum, 8-holes, hub piloted		$1,050.00
R6G	26,000 lb. GCWR (11,793 kg)		$0.00
R7M	4500 HD Series	Inc.	
R9Y	Fleet Free Maintenance Credit.		
UVC	Rear Vision Camera, display integrated into Radio		$200.00
UY7	Trailering provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.		$30.00
V22	Grille, chrome		$195.00
V23	Grille guard screen, stone protection		$90.00
V46	Bumper, front chrome		$100.00
VK3	License plate kit, front		$15.00
VQ2	Fleet Processing Option		$0.00
XDK	Tires, front 225/70R19.5G highway blackwall Goodyear		$0.00
YAL	Tires, rear 225/70R19.5G highway blackwall Goodyear		$0.00
ZY1	Paint, solid		$0.00
	SUBTOTAL		**$57,420.00**
	Adjustments Total		$0.00
	Tire Weight Tax		$26.64
	Destination Charge		$1,695.00
	TOTAL PRICE		**$59,141.64**

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Standard Equipment

Mechanical	
	4500 HD Series (Included and only available with (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR or (C7R) 16,500 lb. GVWR.) (STD)
	GVWR, 16,500 lb. (7484 kg) (Silverado 4500 HD 2WD Crew Cab models require one of the following combinations: (1) (FTA) 7k front axle and (FK6) 7k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension or (G40) 12K Rear air suspension. (2) (FTA) 7k front axle and (FK6) 7k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (GP1) 13.5K rear air suspension, (GP8) 15.5k rear air suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)
	Emissions, 50 state certification
	Emissions, USA 50 State certified
	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 700 lb.-ft. torque @ 1600 rpm (STD)
	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD)
	Rear axle, 4.10 ratio Max road speed: 79 MPH
	Wheelbase, 175" (444.5 cm), 60" CA (Requires (F0C) 49" axle to end of frame. Not available with (G40) 12,000 lb., (GP1) 13,500 lb. or (GP8) 15,500 lb. rear air suspension, or (NPK) Exhaust System.) (STD)
	Front axle, 7,000 lb., Dana Spicer D800-N, "I"-beam, non-driving (Requires (FK6) 7,000 lb. (3,175 kg) front suspension.)
	Front suspension, 7,000 lb. (3,175 kg) multi-leaf, includes shock absorbers (STD)
	Rear axle, 10,000 lb. (4,536 kg) Dana Spicer S14-110, single reduction
	Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate (Not available with air suspension.) (STD)
	Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released
	Transmission shift control calibration, fuel sense Performance
	Rear wheel drive
	Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab
	Alternator, 150 amps
	Incomplete vehicle
	Axle to End of Frame, 49" (Requires wheelbase (EM1) 199" or (FNV) 175". Not available with (G40), (GP1) or (GP8) rear air suspension.)

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Mechanical	
	Axle, Open rear axle, non-locking rear
	Axle lubricant, rear, synthetic oil EmGard FE -75W-90
	Steering, power (Bosch S2 8014 Plus)
	Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)
	Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle
	Fuel, diesel B20
	Capped Fuel Fill
	Exhaust system, rear exit
	Exhaust brake
Exterior	
	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)
	Tires, front 225/70R19.5G highway blackwall Goodyear Max Axle Load: 7,940 lb. (Requires (YAL) Tires, rear 225/70R19.5G highway blackwall Goodyear, Max Axle Load: 15,000 lb. or (YMF) Tires, rear 225/70R19.5G traction blackwall Goodyear, Max Axle Load: 15,000 lb.) (STD)
	Tires, rear 225/70R19.5G highway blackwall Goodyear Max Axle Load: 15,000 lb. (STD)
	Spare tire delete (STD)
	Wheel, spare delete
	Bumper, front, Black
	Assist steps
	Front fender extension, mold-in-color Black (Not available with (FNP) Body color front fender extension.)
	Grille, base, molded in color, Black
	Grille guard screen, insect protection (mounted behind grille)
	Headlamps, halogen projector-beam
	Lamps, cargo area, cab mounted with switch on center switch bank
	Lamps, Smoked Amber roof marker
	Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light
	Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
	Glass, solar absorbing, tinted
	Antenna, fixed mast
	Door handles, Black

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Entertainment	
	Audio system, 4.2" diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar or (U2K) SiriusXM Radio.) (STD)
	SiriusXM, delete
	6-speaker audio system
Interior	
	Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)
	Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)
	Seat trim, Vinyl
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
	Seat Belt, Black
	Floor covering, Graphite-colored rubberized-vinyl
	Steering wheel, urethane
	Steering column, manual Tilt-Wheel
	Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Speedometer, miles/kilometers
	Driver Information Center, 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
	Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel
	Windows, power with driver express up and down and express down on all other windows
	Door locks, power
	Cruise control, steering wheel-mounted
	Air conditioning, single-zone
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger, vinyl
	Assist handle, front passenger and driver on A-pillars
Safety-Mechanical	
	Brake, parking, driveline park brake system

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Safety-Mechanical	
	Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist
	Traction control
Safety-Exterior	
	Daytime Running Lamps, with automatic exterior lamp control
Safety-Interior	
	Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)
	OnStar, delete
	Horn, single-note
WARRANTY	
	Warranty Note: <<< Preliminary 2021 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years (Allison Basic): 5 Drivetrain Years: 5 Drivetrain Miles/km (Allison Basic): Unlimited Drivetrain Miles/km: 100,000 Drivetrain Note: Duramax Diesel Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 100,000 Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MIU
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	3.10
Second Gear Ratio (:1)	1.80	Third Gear Ratio (:1)	1.40
Fourth Gear Ratio (:1)	1.00	Fifth Gear Ratio (:1)	0.70
Sixth Gear Ratio (:1)	0.61	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	Yes
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Power Take Off	N/A	Second Reverse Gear Ratio (:1)	N/A
Third Reverse Gear Ratio (:1)	N/A	Fourth Reverse Gear Ratio (:1)	N/A
Fifth Reverse Gear Ratio (:1)	N/A	Sixth Reverse Gear Ratio (:1)	N/A
Transmission Manufacturer	Allison	Transmission Type	A1700RDS Allison

Engine

Engine Order Code	L5D	Engine Type	Turbocharged Diesel V8
Displacement	6.6L/402	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	350 @ 2700	SAE Net Torque @ RPM	700 @ 1600
Engine Oil Cooler	Yes	Governed Engine Speed (RPM)	2900
Engine Series	Duramax		

Electrical

Cold Cranking Amps @ 0° F (Primary)	1100	Cold Cranking Amps @ 0° F (2nd)	1100
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	150

Cooling System

Total Cooling System Capacity	48 qts

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Vehicle

Vehicle

Axle Ratio - Low Rear (:1)	N/A	As Spec Curb Weight - Front	5178.00 lbs
As Spec Curb Weight - Rear	3187.00 lbs		

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Total Weight	8715.00 lbs	Gross Axle Wt Rating - Front	7000 lbs
Gross Axle Wt Rating - Rear	10000 lbs	Curb Weight - Front	5178 lbs
Curb Weight - Rear	3187 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1472.00 lbs
Reserve Axle Capacity - Rear	6813.00 lbs	As Spec'd Curb Weight	8365.00 lbs
As Spec'd Payload	8135.00 lbs	Gross Combined Wt Rating	26000 lbs
Cargo Weight	0.00 lbs	Gross Vehicle Weight	8715.00 lbs
Axle Weight	8715.00 lbs	Gross Axle Weight Rating	17000.00 lbs
Curb Weight	8365.00 lbs	Reserve Axle Capacity	8285.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0.00 lbs
Payload Weight Rear	0.00 lbs	Maximum Axle Rating Front	7000.00 lbs
Maximum Axle Rating Rear	10000.00 lbs	Maximum Axle Rating Total	17000.00 lbs
Gross Vehicle Weight Rating	16500.00 lbs	Front PayLoad	350.00 lbs
Rear Payload	0.00 lbs	Total Payload Weight (Cargo + Driver + Body)	350.00 lbs

Frame

Frame Type	High Strength Low Alloy Steel	Sect Modulus Rails Only	8.08 Front/10.93 Belly/8.47 Rear in^3
Frame RBM	404000 Front/546500 Belly/423500 Rear	Frame Strength	50000 lbs
Frame Thickness	0.3125 in		

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Chassis

Suspension

Suspension Type - Front	Multi-Leaf	Suspension Type - Rear	Multi-Leaf
Spring Capacity - Front	7000 lbs	Spring Capacity - Rear	11000 lbs
Axle Type - Front	I-Beam	Axle Type - Rear	Single Reduction
Axle Capacity - Front	7000 lbs	Axle Capacity - Rear	10000 lbs
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	4.30
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XDK	Rear Tire Order Code	YAL
Spare Tire Order Code	N/A	Front Tire Size	225/70R19.5G
Rear Tire Size	225/70R19.5G	Spare Tire Size	N/A
Front Tire Capacity	7940 lbs	Rear Tire Capacity	15000 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	640
Revolutions/Mile @ 45 mph - Rear	640	Revolutions/Mile @ 45 mph - Spare	N/A
Tire Rating Total	22940.00		

Wheels

Front Wheel Size	19.5 x 6.75 in	Rear Wheel Size	19.5 x 6.75 in
Spare Wheel Size	N/A	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	N/A
Front Bolt Pattern	8 Hole JIS 10.83"	Rear Bolt Pattern	8 Hole JIS 10.83"
Spare Bolt Pattern	N/A		

Steering

Steering Type	Pwr	Steering Ratio (:1), On Center	16.6
Steering Ratio (:1), At Lock	19.6	Turning Diameter - Curb to Curb	55.7 ft
Turning Diameter - Wall to Wall	57.3 ft		

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	15.375 x 1.625 in
Rear Brake Rotor Diam x Thickness	15.375 x 1.625 in	Drum - Front (Yes or)	N/A
Front Drum Diam x Width	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	Behind Rear Axle	Aux Fuel Tank Location	N/A

Trailering

Trailer Weight	0.0 lbs

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	42.8 in
Front Leg Room	45.28 in	Front Shoulder Room	64.84 in
Front Hip Room	60.75 in	Second Head Room	40.51 in
Second Leg Room	40.94 in	Second Shoulder Room	64.33 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	199 in	Length, Overall w/o rear bumper	N/A
Length, Overall	282.8 in	Width, Max w/o mirrors	84.0 in
Height, Overall	82.89 in	Overhang, Front	34.4 in
Overhang, Rear w/o bumper	49 in	Front Bumper to Back of Cab	149.48 in
Cab to Axle	84.09 in	Cab to End of Frame	133.4 in
Ground to Top of Load Floor	29.4 Front/32.1 Rear in	Ground to Top of Frame	N/A
Frame Width, Rear	34.1 in	Ground Clearance, Front	N/A

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Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Dimensions

Exterior Dimensions

Ground Clearance, Rear	N/A	Body Length	0.0 ft
Cab to Body	3.0 in	Frontal Area	ft²

Medium Duty

Medium Duty Performance

Front Axle %	63.43	Rear Axle %	36.57
Driver Weight	350.0 lbs	Front Ground Load	5528.00 lbs
Rear Ground Load	3187.00 lbs	1st gear High Speed (High Axle Gear)	20.40 MPH
2nd gear High Speed (High Axle Gear)	35.13 MPH	3rd gear High Speed (High Axle Gear)	45.16 MPH
4th gear High Speed (High Axle Gear)	63.23 MPH	5th gear High Speed (High Axle Gear)	90.32 MPH
6th gear High Speed (High Axle Gear)	103.65 MPH	1st gear Low Speed (High Axle Gear)	11.25 MPH
2nd gear Low Speed (High Axle Gear)	19.38 MPH	3rd gear Low Speed (High Axle Gear)	24.92 MPH
4th gear Low Speed (High Axle Gear)	34.88 MPH	5th gear Low Speed (High Axle Gear)	49.83 MPH
6th gear Low Speed (High Axle Gear)	57.19 MPH	1st gear High Speed (Low Axle Gear)	N/A
2nd gear High Speed (Low Axle Gear)	N/A	3rd gear High Speed (Low Axle Gear)	N/A
4th gear High Speed (Low Axle Gear)	N/A	5th gear High Speed (Low Axle Gear)	N/A
6th gear High Speed (Low Axle Gear)	N/A	1st gear Low Speed (Low Axle Gear)	N/A
2nd gear Low Speed (Low Axle Gear)	N/A	3rd gear Low Speed (Low Axle Gear)	N/A
4th gear Low Speed (Low Axle Gear)	N/A	5th gear Low Speed (Low Axle Gear)	N/A
6th gear Low Speed (Low Axle Gear)	N/A	Reduction	23.51
Torque @ Clutch Engage	N/A	Starting Grade Index	N/A
1st Gear Tractive Effort (High Axle Gear)	6210.71	2nd Gear Tractive Effort (High Axle Gear)	3606.22
3rd Gear Tractive Effort (High Axle Gear)	2804.84	4th Gear Tractive Effort (High Axle Gear)	2003.46
5th Gear Tractive Effort (High Axle Gear)	1402.42	6th Gear Tractive Effort (High Axle Gear)	1222.11
1st Gear Tractive Effort (Low Axle Gear)	N/A	2nd Gear Tractive Effort (Low Axle Gear)	N/A
3rd Gear Tractive Effort (Low Axle Gear)	N/A	4th Gear Tractive Effort (Low Axle Gear)	N/A
5th Gear Tractive Effort (Low Axle Gear)	N/A	6th Gear Tractive Effort (Low Axle Gear)	N/A
1st Gear Gradeability (High Axle Gear)	34.20	2nd Gear Gradeability (High Axle Gear)	18.73
3rd Gear Gradeability (High Axle Gear)	13.49	4th Gear Gradeability (High Axle Gear)	7.27

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (Complete)

Medium Duty

Medium Duty Performance

5th Gear Gradeability (High Axle Gear)	0.34	6th Gear Gradeability (High Axle Gear)	-2.86
1st Gear Gradeability (Low Axle Gear)	63.00	2nd Gear Gradeability (Low Axle Gear)	36.08
3rd Gear Gradeability (Low Axle Gear)	27.64	4th Gear Gradeability (Low Axle Gear)	18.89
5th Gear Gradeability (Low Axle Gear)	11.62	6th Gear Gradeability (Low Axle Gear)	9.09
Geared Road Speed	103.65 MPH	Actual Loaded Speed	63.2 MPH In 4th Hi @ 2900 RPM MPH
Grade (%)	2.0	Maximum Speed Gradeability	17.98% @ 2528 RPM @ 75 MPH
Torque Converter	1.764	Maximum Capacity @ 0° F	2200.00
% of Body on Front Axle	40.75	% of Body on Rear Axle	59.25
Body Weight Front	0.00 lbs	Body Weight Rear	0.00 lbs
Actual Loaded Speed (First Part, MPH)	63.2 MPH	Actual Loaded Speed (Second Part, RPM)	2900
Actual Loaded Speed (Third Part, Gear)	4	Road Type	Concrete
Body Weight	0.0 lbs	Driver Weight Front	350.00 lbs
Driver Weight Rear	0.00 lbs	Medium Duty Body Type	None
Front Total Load	5528.00 lbs	Rear Total Load	3187.00 lbs

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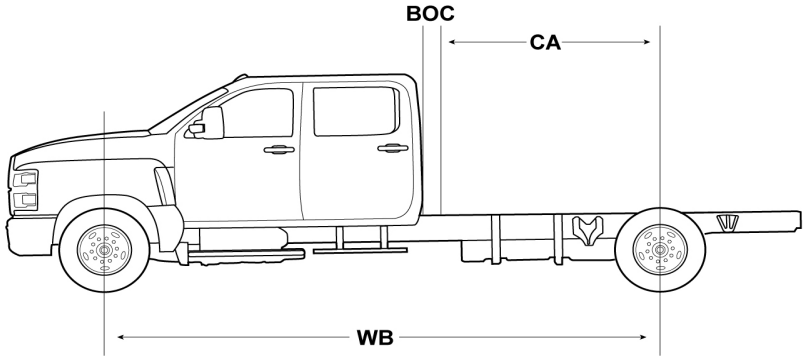
Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Weight Distribution

SPECIFICATION SUMMARY	
Model #	CC56043
Truck/Tractor	
Wheelbase (WB)	199 in
Cab to Axle (CA)	84.09 in
Cab to Body/Swing Clear (BOC)	3.0 in
Body Length	0.0 ft
Body Weight	0.0 lbs
Cargo Weight	0.00 lbs
Front GAWR	7000 lbs
Rear GAWR	10000 lbs
GVWR	16500.00 lbs



CA: 84.09 in

BOC: 3.0 in

WB: 199 in

Fr%:	**63.43**
Front Wt:	5528.00 lbs

Rr%:	36.57
Rear Wt:	3187.00 lbs

GAWR/GVWR	GVW	Remaining Payload Wt
16500.00 lbs	8715.00 lbs	7,785.00 lbs

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Weight Distribution

SPECIFICATION DETAILS

	Front Axle	Rear Axle	Total
Actual			
Chassis	5178.00 lbs	3187.00 lbs	8365.00 lbs
Body	0.00 lbs	0.00 lbs	0.0 lbs
Payload	0.00 lbs	0.00 lbs	0.00 lbs
Trailer			0.0 lbs
Totals	5528.00 lbs	3187.00 lbs	8715.00 lbs
Capacity			
Axle	7000 lbs	10000 lbs	17000.00 lbs
Suspension	7000 lbs	11000 lbs	18,000.00 lbs
Tire	7940 lbs	15000 lbs	22940.00
Total Axle Rating	7000.00 lbs	10000.00 lbs	17000.00 lbs

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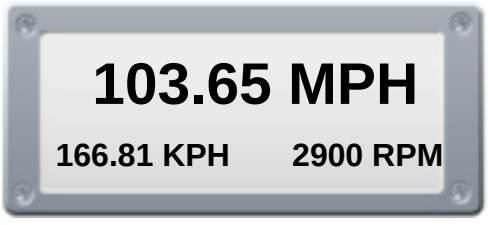
Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Geared Road Speed

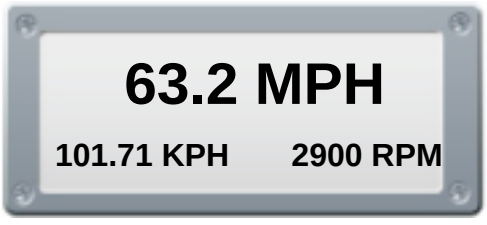
SPECIFICATION SUMMARY	
Model #	CC56043
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/402
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MIU
Model Manufacturer	Allison
Type	6-Speed Automatic
Second Hip Room	60.24 in
Rear Axle Order Code	FN1
Model Manufacturer	A1700RDS Allison
Weight Rating	10000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	640
Revolutions/Mile Rear	640
Surface Type	Concrete
Desired Grade	2%

Geared Road Speed



0% Grade in 4th gear

Actual Loaded Speed



2% Grade in 4th gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

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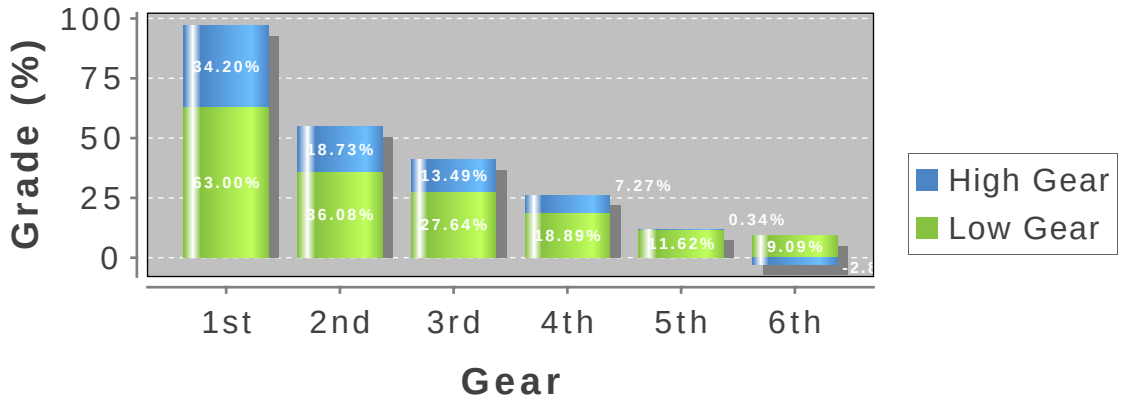
Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (Complete)

Gradeability Chart

SPECIFICATION SUMMARY	
Model #	CC56043
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/402
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MIU
Model Manufacturer	Allison
Type	6-Speed Automatic
Second Hip Room	60.24 in
Rear Axle Order Code	FN1
Model Manufacturer	A1700RDS Allison
Weight Rating	10000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	640
Revolutions/Mile Rear	640
Surface Type	Concrete
Desired Grade	2%



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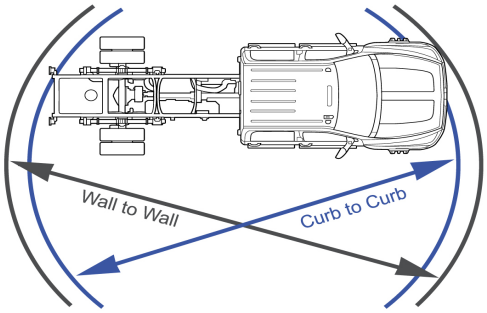
Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Turning Circle

SPECIFICATION SUMMARY	
Model #	CC56043
Front Axle Order Code	FTA
Capacity (lbs)	7000 lbs
Wheelbase Order Code	EM1
Wheelbase (in)	199 in
Front Wheel Order Code	
Size/Type (in)	19.5 x 6.75 in
Front Tire Order Code	XDK
Size/Type	225/70R19.5G

Wall to Wall (ft): 57.3 ft

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): 55.7 ft

Curb to Curb diameter is measured from the outside of the front tire.

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Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 18

(Incorporates Supplements 1 – 18)

ISSUE AND EFFECTIVE DATE:	***04/05/2021***
CONTRACT NUMBER:	1-18-23-23 A through G
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	Downtown Ford Sales (1-18-23-23A) Elk Grove Auto Group (1-18-23-23B) Freeway Toyota (1-18-23-23C) Winner Chevrolet (1-18-23-23D) Wondries Fleet Group (1-18-23-23E) US Fleet Source (1-18-23-23F) Selma Nissan/Honda (1-18-23-23G)
CONTRACT TERM:	05/01/2018 through 04/30/2022
STATE CONTRACT ADMINISTRATOR:	Eugene Shemereko 916/441-9653 Eugene.Shemereko@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions, rev 06/08/2010
(http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/dgspd 401.pdf

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-18-23-23 A-G
Contract User Instructions, ***Supplement 18***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
18	***Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes:*** ➢ ***Attachment A – Contract Pricing the following prices have increased:*** ***Line Item 1 – Equinox*** ***Line Item 2 – Traverse*** ***Line Item 3 – Tahoe*** ***Line Item 4 – Suburban*** ***Line Item 20 – Express 2500*** ***Line Item 21 – Express 3500*** ***Line Item 22 – Transit Connect*** ***Line Item 23-24 – Express 2500*** ***Line Item 29 – Transit T-Connect****	****04/05/2021****
17	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Contract is hereby extended an additional year, to 4/30/2022.	02/17/2021
16	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing the following prices have increased: Line Item 1 – RAV4 Line Item 1 – CR-V Line Item 2 – Highlander Line Item 2 – Pilot Line Item 2 – Durango Line Item 7 – RAV4 Line Item 8 – Highlander Line Item 12 & 14 – Grand Cherokee Line Item 15 & 16 – Sienna Line Item 15 – Odyssey Line Item 20 – NVP Line Item 20 – Transit Line Item 21 – Transit Line Item 22 – NV200 Line Item 23 – NV2500 Line Item 25 – Transit 150	01/13/2021

Contract (Mandatory) 1-18-23-23 A-G
Contract User Instructions, ***Supplement 18***

Supplement Number	Description/Articles	Supplement Date
	Line Item 26 – NV 2500 ➢ The following line items are currently unavailable: Line Item 2 – Atlas Line Item 3 – Armada ➢ The following line items are no longer available: Line Item 7 - Rogue	
15	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: ➢ The following prices have increased: Line Item 1 – Compass Line Item 1 – Forester Line Item 12 – Outback Line Item 15 – Sedona Line Item 15 – Voyager Line Item 22 – Pro City ➢ The following line items are currently unavailable: Line Item 23 – Pro Master	10/06/2020
14	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: ➢ The following prices have increased: Line Item 3 – Chevy Tahoe Lines Item 4 – Chevy Suburban ➢ The following line items are currently unavailable: Line Item 9 – Mitsubishi Outlander Line 15-16 – Toyota Sienna ➢ The following line items are no longer available: Line Item 15 – Sedona L	07/09/2020
13	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Contract 1-18-23-23H with Leehan of Davis expires April 30, 2020. All pending orders will be fulfilled. Contractor contact is still available for customer service calls. ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Chevy Equinox	04/22/2020

Contract (Mandatory) 1-18-23-23 A-G
Contract User Instructions, ***Supplement 18***

Supplement Number	Description/Articles	Supplement Date
	Lines 20-21 – Chevy Express Line Item 22 – Ford Transit Connect Lines 23-25 – Chevy Express Line Item 28 – Chevy Express ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 18 – Chrysler Pacifica Line Item 19 – Chevy Express Line Item 26 – Ram Promaster 2500	
12	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The The following line items have been added: Line Item 1 – Volkswagen Tiguan Line Item 1 – Honda CR-V Line Item 2 – Volkswagen Atlas Line Item 2 – Honda Pilot Line Item 7 – Ford Escape (Hybrid) Line Item 8 – Ford Explorer (Hybrid) Line Item 15 – Honda Odyssey Line Item 29 – Ford T-Connect ➢ Article 6 - Contract Items – Language added	03/19/2020
11	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 1 – Dodge Journey ➢ Attachment A – Contract Pricing: US Fleet Source contact information updated ➢ Article 8 – Customer Service – Contact information updated ➢ Article 12 – Ordering Procedure – Contact information updated Article 22 – Contract Administration – Contact information updated	01/13/2020
10	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Contract is hereby extended an additional year, to 4/30/2021.	11/8/2019

Contract (Mandatory) 1-18-23-23 A-G
Contract User Instructions, ***Supplement 18***

Supplement Number	Description/Articles	Supplement Date
	➢ Attachment A – Contract Pricing: The following line items are no longer or currently not available: Line Item 3 – Chevy Tahoe Line Item 15 – Chrysler Pacifica Line Item 17 – Dodge Caravan ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Subaru Forester (AWD) – Effective 10/30/19 Line Item 12 – Subaru Outback (AWD) – Effective 10/30/19 ➢ Attachment A – Contract Pricing: Line Item 15 – Dodge Caravan has been replaced by the Chrysler Voyager. Dodge Caravan is no longer available.	
9	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 3 – Expedition (4x4) Line Item 9 – Mitsubishi Outlander PHEV Line Item 15 – Toyota Sienna Line Item 16 – Toyota Sienna (AWD) Line Item 19-21 – Ford Transit Line Item 23 – Ford Transit Lite Item 26 – Ford Transit ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 24 & 27 – Ford Transit ➢ Article 8 – Customer Service – Contact information updated ➢ Article 12 – Ordering Procedure – Contact information updated Article 22 – Contract Administration – Contact information updated	09/27/2019
8	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Ford Escape (4x4) Line Item 1 – Dodge Journey (AWD) Line Item 1 – Jeep Compass (4x4)	07/11/2019

Contract (Mandatory) 1-18-23-23 A-G
Contract User Instructions, ***Supplement 18***

Supplement Number	Description/Articles	Supplement Date
	Line Item 1 – Chevy Equinox Line Item 2 – Chevy Traverse (AWD) Line Item 3 – Chevy Tahoe (4x4) Line Item 4 – Chevy Suburban (4x4) Line Item 14 – Jeep Wrangler (4x4) Line Item 19 – Express 2500 Line Item 20 – Express 2500 Line Item 21 – Express 3500 Line Item 22 – Transit Connect Line Item 22 – Pro Master Line Item 23 – Pro Master 1500 Line Item 24 – Express 2500 Line Item 28 – Express 3500 ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 2 – Santa Fe (AWD) Line Item 5 – Chevy Equinox (AWD) - Diesel	
7	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 2 – Ford Explorer (AWD)	04/23/2019
6	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – RAV4 (AWD) Line Item 1 – Forester (AWD) Line Item 7 – RAV4 (AWD) Line Item 12 – Outback (AWD)	04/08/2019
5	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Ford Escape (4x4)	03/07/2019
4	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Contract Administration: Contract Administrator changed to Eugene Shemereko	02/21/2019

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Supplement Number	Description/Articles	Supplement Date
	Article 6 – Contract items – Document Processing Charge: Processing charge increased to $85	
3	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➢ Cover Page, Article 22 – Contract Administration: Contract Administrator changed to Darren Furgerson ➢ Article 8 – Customer Service: U.S. Fleet Source contact information updated. ➢ Article 12 – Ordering Procedure: U.S. FleetSource contact information updated. ➢ Article 22 – Contract Administration: U.S. Fleet Source contact information updated. ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 15 – Toyota Sienna Line Item 16 – Toyota Sienna AWD Line Item 22 – Nissan NV200	11/01/2018
2	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified as follows: Price increase to line Items: 2, 3, 7, 20, 21, and 25	08/01/2018
1	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified as follows: ➢ Line Item 27, Nissan NV Cargo 3500 – No longer available. ➢ Price Increases on Chevrolet SUVs: Line Items: 1-5 ➢ Price Increases on Chevrolet Vans: Line Items: 19-21, 23-25, and 28 ➢ Section 6, Contract Terms: Price Increase language has been added.	05/18/2018
N/A	Original Contract Posted	05/01/2018

All other terms and conditions remain the same.

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1. SCOPE

The State's contract provides current model year Fleet Vehicles – Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-18-23-23 A – G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles – Vans & SUVs to the State.

The contract term is for two (2) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

As a continuing effort to make available new zero emission, plug-in hybrid electric, and hybrid vehicles, the State will periodically make additional awards to the current Fleet Vehicles – Vans & SUVs contract. New vehicles will be added by Supplement and will be administered under the terms and conditions of Contract 1-18-23-23 A – G. If necessary, additional contract numbers will be added.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Vehicle Information Questionnaires provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire, Attachment D, for the dealer that is listed in the line item you are inquiring about.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs GVWR. Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the current model year price sheet to the requestor within ten (10) calendar days of notification.

Note: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a dealer may charge the purchaser a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A dealer may charge the purchaser an electronic filing fee, which does not exceed the actual amount the dealer is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

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7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 11/7/2018 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-18-23-23A	Sandra Scott	(916) 442-6931	Sandra.scott@dtfords.com
Elk Grove Auto Group	1-18-23-23B	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Freeway Toyota	1-18-23-23C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-18-23-23D	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Wondries Fleet Group	1-18-23-23E	Yesenia Covarrubias Clarke Cooper	(626) 457-5590	yesenia@wondries.com clarkecooper@wondries.com
US Fleet Source	1-18-23-23F	Debby Molino	(626) 216-7002	info@usfleetsource.com
Selma Nissan/Honda	1-18-23-23G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Leehan of Davis, Inc., dba Hanlees	1-18-23-23H	Dan Heil	(530) 746-5250	dan.heil@hanlees.net

Dealer	Contract #	Contact	Phone	Email
Chrysler Dodge Jeep Ram Kia				

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

A. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

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ORDER PLACEMENT INFORMATION			
Contract # 1-18-23-23A	U.S. Mail: Downtown Ford Sales 525 N.16th Street Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: Sandra.scott@dtfords.com
Contract # 1-18-23-23B	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-18-23-23C	U.S. Mail: Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-23D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-18-23-23E	U.S. Mail: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@wondries.com clarkecooper@wondries.com
Contract # 1-18-23-23F	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: info@usfleetsource.com
Contract # 1-18-23-23G	U.S. Mail: Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the Contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN);
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed;
- One (1) copy of the warranty, including applicable certificates, cards, etc.;
- One (1) copy of the owner's manual.

18. INPSECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer shall deliver vehicles to ordering agencies located within the FOB point of Sacramento County at no additional cost for delivery. If the purchase order indicates delivery outside the FOB point, the delivery may be subject to an additional delivery charge. The dealer and agency will negotiate the cost of delivery beyond the FOB point. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving

a purchase order without specific transportation instructions must contact the ordering agency.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, section 12 entitled "Packing and Shipment".

22. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Eugene Shemereko
Telephone:	(916) 441-9653
Facsimile:	(916) 375-4613
Email:	Eugene.Shemereko@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	**Downtown Ford Sales** Contract # 1-18-23-23A	**Elk Grove Auto Group** Contract # 1-18-23-23B
Contact Name:	Sandra Scott	Jerry Powers
Telephone:	(916) 442-6931	(916) 426-5752
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	Sandra.scott@dtfords.com	jpowers@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811	Elk Grove Auto Grove 8575 Laguna Grove Drive Elk Grove, CA 95757

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Dealer Contact Information	**Freeway Toyota** Contract # 1-18-23-23C	**Winner Chevrolet** Contract # 1-18-23-23D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	**Wondries Fleet Group** Contract # 1-18-23-23E	**US Fleet Source** Contract # 1-18-23-13F
Contact Name:	Clarke Cooper	Debby Molino
Telephone:	(626) 457-5590	(626) 316-7002
Facsimile:	(626) 457-5593	(626) 416-3064
Email:	clarkecooper@wondries.com	info@usfleetsource.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

Dealer Contact Information	**Selma Nissan/Honda** Contract # 1-18-23-23G
Contact Name:	Pat Ireland
Telephone:	(559) 707-5735
Facsimile:	(559) 961-4601
Email:	patireland1962@yahoo.com
Address:	Selma Nissan/Honda 2525 Highland Ave. Selma, CA 93662

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-18-23-23 A - H include a $500 per vehicle discount for payment made within twenty (20) days. Contract 1-18-23-23F offers no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily

delayed. State departments may contact the contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	98-037902
Selma Nissan/Honda	22-844821
US Fleet Source	103097044

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty for light duty vehicles weighing

8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.

The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid) paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer.

The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

28. REPAIR PARTS

The vehicle manufacturer shall maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the DGS CA and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly

scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.
Purchase of the Maintenance Plan is non-mandatory for State departments.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 18****
Attachment B – Specification 2310-4181, revised 11/7/17
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Information Questionnaire

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 14

(Incorporates Supplements 1 – 14)

ISSUE AND EFFECTIVE DATE:	***04/05/2021***
CONTRACT NUMBER:	1-18-23-20 A through I
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Downtown Ford Sales (1-18-23-20A) Elk Grove Auto Group (1-18-23-20B) Freeway Toyota (1-18-23-20C) Winner Chevrolet (1-18-23-20D) Wondries Fleet Group (1-18-23-20E) Riverview International Trucks (1-18-23-20F) Selma Nissan (1-18-23-20G) Sacramento Truck Center (1-18-23-20I)
CONTRACT TERM:	05/01/2018 through 04/30/2022
STATE CONTRACT ADMINISTRATOR:	Eugene Shemereko 916/441-9653 Eugene.Shemereko@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions, rev 06/08/2010
(http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/dgspd 401.pdf

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-18-23-20 A-I
Contract User Instructions, ***Supplement 14***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
14	***Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes:*** ➢ ***Attachment A – Contract Pricing: The following prices have increased:*** ***Lines 1-4 – Chevy Colorado*** ***Lines 7-8 – Chevy Colorado*** ***Lines 9-16 – Chevy Silverado 1500*** ***Lines 19-26 – Chevy Silverado 2500*** ***Lines 19-27 – Ford F250*** ***Lines 28-29 – Chevy Silverado 3500*** ***Lines 28-29 – Ford F350*** ***Lines 30-32 – Ford F450*** ***Lines 33-35 – Ford F550****	****04/05/2021****
13	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Contract is hereby extended an additional year, to 4/30/2022. ➢ Attachment A – Contract Pricing: Line 22 – Correction to changes made in Supplement 12.	02/17/2021
12	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Lines 1-4 – Ford Ranger Lines 1-4 – Nissan Frontier Lines 1-4 – Toyota Tacoma Line 24 – RAM 2500 Line 33 – RAM 5500 Line 36 – F650 Line 37 – F650 ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line 12 – Nissan Titan Line 21 – RAM 2500	01/13/2021
11	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes:	10/06/2020

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Supplement Number	Description/Articles	Supplement Date
	➢ Attachment A – Contract Pricing: The following prices have increased: Lines 9-18 – Ford F150 Lines 9-11 – RAM 1500 Line 13 – RAM 1500 Lines 19-35 Ford F-Series Line 22 – RAM 2500 Line 29 – RAM 3500	
10	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Contract 1-18-23-20H with Leehan of Davis will expire on April 30, 2020. All pending orders will be fulfilled. Contractor contact is still available for customer service calls. ➢ Attachment A – Contract Pricing: The following prices have increased: Lines 1-8 – Chevy Colorado Lines 9-16 – Chevy Silverado 1500 Lines 19-26 – Chevy Silverado 2500 Lines 28-29 – Chevy Silverado 3500 ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 12 – Ram 1500 Line Item 18 – Ram 2500 Line Item 20 – Ram 2500 Crew Line Item 23 – Ram 2500 Crew Line Item 25 – Ram 2500 Crew Line Item 26 – Ram 2500 Crew Line Item 28 – Ram 3500 Line Item 30 – Ram 4500 Line Item 31 – Ram 4500 Line Item 34 – Ram 5500	04/28/2020
9	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 37 – International MV Line Item 38 – International MV & HV Line Item 39 – International MV & HV Line Item 41 – International HV ➢ The following line items have been added: Line Item 1 through 4 – Ford Ranger	03/19/2020

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Supplement Number	Description/Articles	Supplement Date
	➢ Article 6 - Contract Items – Language added	
8	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 9 through 11 – Ram 1500 Line Item 13 – Ram 1500 Line Item 22 – Ram 1500 Line Item 19 through 27 – Ford F-250 Line Item 28 & 29 – Ford F-350 Line Item 30 through 32 – Ford F-450 Line Item 33 through 35 – Ford F-550 ➢ Attachment A – Contract Pricing: The following line items are currently unavailable: Line Item 1 – Nissan Frontier ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 15 & 16 – Ram 1500	01/13/2020
7	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Contract is hereby extended an additional year, to 4/30/2021. ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 36 & 37 – Ford F650 ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 17 – Ram 1500 (Ecodiesel) Line Item 18 – Ram 1500 (Ecodiesel)	11/8/2019
6	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 1, 2, & 4 – Toyota Tacoma Line Item 2 & 4 – Nissan Frontier Line Item 9-14, 15-18 – Ford F150 Line Item 14 – Dodge Ram 1500 Line Item 25-26 – Ford F-250 Line Item 31 – Ford F-450 Line Item 34 – Ford F-550 Line Item 37-41 – Freightliner M2	09/27/2019

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Supplement Number	Description/Articles	Supplement Date
	➢ Article 8 – Customer Service – Contact information updated ➢ Article 12 – Ordering Procedure – Contact information updated Article 22 – Contract Administration – Contact information updated	
5	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 & 2 - Chevy Colorado Line Item 7 & 8 - Chevy Colorado Line Item 9, 11, 12, 14-16 - Chevy Silverado 1500 Line Item 19 – 26 - Chevy Silverado 2500 Line Item 22 – RAM 2500 Line Item 28 – Silverado 2500 Line Item 29 – Ram 3500 Line Item 31 – Silverado 4500 The following prices have decreased: Line Item 3 & 4 – Chevy Colorado Line Item 13 – Silverado 1500 Line Item 29 – Silverado 3500 The following line items are no longer available: Line Item 5 & 6 – Colorado (Diesel) Line Item 27 – RAM 2500 CNG	07/11/2019
4	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Contract Administration: Contract Administrator changed to Eugene Shemereko ➢ Article 6 – Contract items – Document Processing Charge: Processing charge increased to $85 ➢ Attachment A – Contract Pricing: The following prices have increased Line Item 37 – International MV Line Item 38 – International MV; International HV Line Item 39 – International MV; International HV	02/21/2019

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Supplement Number	Description/Articles	Supplement Date
	Line Item 41 – International HV	
3	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➢ Cover Page, Article 22 – Contract Administration: Contract Administrator changed to Darren Furgerson ➢ Article 25 – Payment: $200 Discount for payment within 20 days added for Riverview International ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Nissan Frontier Line Item 2 – Toyota Tacoma and Nissan Frontier Line Item 3 – Toyota Tacoma and Nissan Frontier Line Item 4 – Toyota Tacoma and Nissan Frontier Line Item 9 – Ford F150 Line Item 10 – Ford F150 Line Item 11 – Ford F150 Line Item 12 – Ford F150 Line Item 13 – Ford F150 Line Item 14 – Ford F150 Line Item 15 – Ford F150 Line Item 16 – Ford F150 Line Item 17 – Ford F150 Line Item 18 – Ford F150	11/01/2018
2	Subject contract for Fleet Vehicles – Trucks is here by modified as follows (Changes are identified in red font): Price Increases on Chevrolet Trucks: Line Items: 11, 14, 31, and 34 Price Increases on Honda Trucks: Line Item: 4 Price Increases on Nissan Trucks: Line Item: 12	08/01/2018
1	Subject contract for Fleet Vehicles – Trucks is here by modified as follows (Changes are identified in red font): Contract 1-18-23-20F, Riverview International Trucks, LLC is hereby added and incorporated into these Contract User Instructions. Line items are identified on the Contract Pricing Sheet,	05/18/2018

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Supplement Number	Description/Articles	Supplement Date
	Trucks. Price Increases on Chevrolet Trucks: Line Items: 1-16, 19-26, and 28-29 Temporarily Unavailable: Chevrolet Trucks Line Items: 9, 12,19, 22, 25, 26, and 28 Section 6, Contract Terms: Price Increase language has been added.	
N/A	Original Contract Posted	05/01/2018

All other terms and conditions remain the same.

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Contract (Mandatory) 1-18-23-20 A-I
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1. SCOPE

The State's contract provides current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-18-23-20 A-I. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for two (2) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

As a continuing effort to make available new zero emission, plug-in hybrid electric, and hybrid vehicles, the State may periodically make additional awards to the current Fleet Vehicles – Trucks contract. New vehicles will be added by Supplement and will be administered under the terms and conditions of Contract 1-18-23-20 A-I. If necessary, additional contract numbers will be added.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Vehicle Information Questionnaires, provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire, Attachment D, for the dealer that is listed in the line item you are inquiring about.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs GVWR. Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the current model year price sheet to the requestor within ten (10) calendar days of notification.

Note: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a dealer may charge the purchaser a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A dealer may charge the purchaser an electronic filing fee, which does not exceed the actual amount the dealer is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

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7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 11/7/2018 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-18-23-20A	Sandra Scott	(916) 442-6931	Sandra.scott@dtfords.com
Elk Grove Auto Group	1-18-23-20B	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Freeway Toyota	1-18-23-20C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-18-23-20D	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Wondries Fleet Group	1-18-23-20E	Yesenia Covarrubias Clarke Cooper	(626) 457-5590	yesenia@wondries.com clarkecooper@wondries.com
Riverview International	1-18-23-20F	Jason Farrell	(916) 669-0253	jasonf@riverview-trucks.com
Selma Nissan/Honda	1-18-23-20G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com

Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia	1-18-23-20H	Dan Heil	(530) 746-5250	dan.heil@hanlees.net
Sacramento Truck Center	1-18-23-20I	Dean Neadham	(916) 286-2013	dneedham@sacramentotruck.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

A. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract # 1-18-23-20A	U.S. Mail: Downtown Ford Sales 525 N.16th Street Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: Sandra.scott@dtfords.com
Contract # 1-18-23-20B	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

Contract # 1-18-23-20C	U.S. Mail: Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-20D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-18-23-20E	U.S. Mail: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@wondries.com clarkecooper@wondries.com
Contract # 1-18-23-20F	U.S. Mail: Riverview International 2445 Evergreen Ave. W. Sacramento, CA 95691 Attn: Jason Farrell	Facsimile: (916) 669-0253	Email: jasonf@riverview-trucks.com
Contract # 1-18-23-20G	U.S. Mail: Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-20I	U.S. Mail: Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838 Attn: Dean Needham	Facsimile: (916) 286-2013	Email: dneedham@sacramentotruck.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or

- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

<u>Pre-Delivery Checklist</u>

Contract (Mandatory) 1-18-23-20 A-I
Contract User Instructions, ***Supplement 14***

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the Contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN);
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed;
- One (1) copy of the warranty, including applicable certificates, cards, etc.;
- One (1) copy of the owner's manual.

18. INPSECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer shall deliver vehicles to ordering agencies located within the FOB point of Sacramento County at no additional cost for delivery. If the purchase order indicates delivery outside the FOB point, the delivery may be subject to an additional delivery charge. The dealer and agency will negotiate the cost of delivery beyond the FOB point. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

Contract (Mandatory) 1-18-23-20 A-I
Contract User Instructions, ***Supplement 14***

22. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Eugene Shemereko
Telephone:	(916) 441-9653
Facsimile:	(916) 375-4613
Email:	Eugene.Shemereko@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	**Downtown Ford Sales** Contract # 1-18-23-20A	**Elk Grove Auto Group** Contract # 1-18-23-20B
Contact Name:	Sandra Scott	Jerry Powers
Telephone:	(916) 442-6931	(916) 426-5752
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	Sandra.scott@dtfords.com	jpowers@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811	Elk Grove Auto Grove 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	**Freeway Toyota** Contract # 1-18-23-20C	**Winner Chevrolet** Contract # 1-18-23-20D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	**Wondries Fleet Group** Contract # 1-18-23-20E	**Riverview International Trucks, LLC** Contract # 1-18-23-20F
Contact Name:	Clarke Cooper	Jason Farrell
Telephone:	(626) 457-5590	(916) 669-0253
Facsimile:	(626) 457-5593	(916) 372-8541
Email:	clarkecooper@wondries.com	jasonf@riverview-trucks.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	Riverview International Trucks 2445 Evergreen Ave. W. Sacramento, CA 95691

Dealer Contact Information	**Selma Nissan/Honda** Contract # 1-18-23-20G	**Sacramento Truck Center** Contract # 1-18-23-20I
Contact Name:	Pat Ireland	Dean Needham
Telephone:	(559) 707-5735	(916) 286-2013
Facsimile:	(559) 961-4601	(916) 286-2085
Email:	patireland1962@yahoo.com	dneedham@sacramentotruck.com
Address:	Selma Nissan/Honda 2525 Highland Ave. Selma, CA 93662	Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension

- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-18-23-20 A-I include a $500 per vehicle discount for payment made within twenty (20) days except Riverview International (Contract 1-18-23-20 F) which offers a $200 per vehicle discount for payment made within twenty (20) days. Contract 1-18-23-20I offers no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	98-037902
Riverview International Trucks	101-079519
Selma Nissan/Honda	22-844821
Sacramento Truck Center	97-724353

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty for light duty vehicles weighing

8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.

The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to

normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid) paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer.

The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

28. REPAIR PARTS

The vehicle manufacturer shall maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the DGS CA and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.
Purchase of the Maintenance Plan is non-mandatory for State departments.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 14***
Attachment B – Specification 2310-4181, revised 11/7/17
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Information Questionnaire

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 15

(Incorporates Supplements 1 – 15)

ISSUE AND EFFECTIVE DATE:	***04/05/2021***
CONTRACT NUMBER:	1-18-23-10 A through H
DESCRIPTION:	Fleet Vehicles – Cars
CONTRACTOR(S):	Downtown Ford Sales (1-18-23-10A) Elk Grove Auto Group (1-18-23-10B) Freeway Toyota (1-18-23-10C) Winner Chevrolet (1-18-23-10D) Wondries Fleet Group (1-18-23-10E) US Fleet Source (1-18-23-10F) Selma Nissan (1-18-23-10G) Toyota Sunnyvale (1-18-23-10H)
CONTRACT TERM:	05/01/2018 through 04/30/2022
STATE CONTRACT ADMINISTRATOR:	Eugene Shemereko 916/441-9653 Eugene.Shemereko@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions, rev 06/08/2010
(http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/dgspd 401.pdf

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 15***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
15	***Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes:*** ➢ ***Attachment A – Contract Pricing: The following line item prices have increased:*** ***Line Item 11 – Chevy Bolt****	***04/05/2021***
14	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following change: ➢ Contract is hereby extended an additional year, to 4/30/2022.	02/17/2021
13	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following line item prices have increased: Line Item 7 – Nissan Leaf Line Item 13 – Hyundai Ioniq Line Item 17 – Honda Insight Line Item 18 – Toyota Prius Line Item 21 – Honda Accord Line Item 22 – Hyundai Ioniq Blue	01/13/2021
12	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following line item price has increased: Line Item 23 – Chrysler 300	10/06/2020
11	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 10 – Kia Soul EV Line Item 14 – Kia Optima PHEV ➢ Attachment A – Contract Pricing: The following line item prices have increased: Line Item 13 – Ioniq PHEV Line Item 15 – Niro PHEV Line Item 20 – Niro Hybrid	07/09/2020

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 15***

Supplement Number	Description/Articles	Supplement Date
	Line Item 22 – Ioniq Hybrid	
10	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following line items have been added: Line Item 17 – Honda Insight (Hybrid) Line Item 21 – Honda Accord (Hybrid) ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 5 – Volkswagen E-Golf Line Item 23 – Dodge Charger ➢ Attachment A – Contract Pricing: The following line item price has decreased: Line Item 11 – Chevy Bolt Article 6 - Contract Items – Language added	03/19/2020
9	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 23 – Dodge Charger Line Item 23 – Chrysler 300 ➢ Attachment A – Contract Pricing: US Fleet Source contact information updated ➢ Article 8 – Customer Service – Contact information updated ➢ Article 12 – Ordering Procedure – Contact information updated Article 22 – Contract Administration – Contact information updated	01/13/2020
8	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Contract is hereby extended an additional year, to 4/30/2021. ➢ Attachment A – Contract Pricing: The following Line Items are currently unavailable: Line Item 8 – Hyundai Ioniq Electric Line Item 13 – Hyundai Ioniq PHEV ➢ Attachment A – Contract Pricing: The following prices have increased:	11/8/2019

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 15***

Supplement Number	Description/Articles	Supplement Date
	Line Item 14 – Kia Optima (PHEV)	
7	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have decreased: Line Item 11 – Chevrolet Bolt ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 14 – Kia Optima PHEV Line Item 17 – Kia Optima HEV Line Item 17 – Toyota Camry Hybrid Line Item 18 – Toyota Prius Line Item 23 – Chevrolet Impala ➢ Article 8 – Customer Service – Contact information updated ➢ Article 12 – Ordering Procedure – Contact information updated ➢ Article 22 – Contract Administration – Contact information updated	09/27/2019
6	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 14 – Ford Fusion Energi Line Item 17 – Ford Fusion S Line Item 23 – Chevy Impala ➢ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 10 – Kia Soul EV Line Item 17 – Chevy Malibu - Hybrid Line Item 23 – Ford Taurus	07/11/2019
5	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 5 – VW E-Golf	04/12/2019
4	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Contract Administration: Contract Administrator changed to Eugene Shemereko	02/27/2019

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 15***

Supplement Number	Description/Articles	Supplement Date
	➢ Article 6 – Contract items – Document Processing Charge: Processing charge increased to $85 ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 18 – Toyota Prius ➢ Attachment A – Contract Pricing: The following vehicles have been removed from the contract: Line Item 12 – Chevrolet Volt Line Item 16 – Toyota Prius C ➢ Updated hyperlinks in the following Articles: Article 2, Article 3, Article 10, Article 26	
3	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➢ Cover Page, Article 22 – Contract Administration: Contract Administrator changed to Darren Furgerson ➢ Article 8 – Customer Service: U.S. Fleet Source contact information updated. ➢ Article 12 – Ordering Procedure: U.S. Fleet Source contact information updated. ➢ Article 22 – Contract Administration: U.S. Fleet Source contact information updated. ➢ Attachment A – Contract Pricing: The following prices have increased: Line Item 7 – Nissan Leaf Line Item 16 – Toyota Prius C Line Item 17 – Toyota Camry	11/01/2018
2	Subject contract for Fleet Vehicles – Cars is here by modified as follows: Price Increases on Ford Cars: Line Items 5, 10, 14, 17, 22, 23	08/01/2018
1	Subject contract for Fleet Vehicles – Cars is here by modified as follows: Price Increases on Chevrolet Cars: Line Items: 11, 12, and 23 Section 6, Contract Terms: Price Increase language has been added.	05/18/2018

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 15***

Supplement Number	Description/Articles	Supplement Date
N/A	Original Contract Posted	05/01/2018

All other terms and conditions remain the same.

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 15***

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Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 15***

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Cars at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-18-23-10 A - H. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Cars to the State.

The contract term is for two (2) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

As a continuing effort to make available new zero emission, plug-in hybrid electric, and hybrid vehicles, the State will periodically make additional awards to the current Fleet Vehicles – Cars contract. New vehicles will be added by Supplement and will be administered under the terms and conditions of Contract 1-18-23-10 A – H. If necessary, additional contract numbers will be added.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Vehicle Information Questionnaires, provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire, Attachment D, for the dealer that is listed in the line item you are inquiring about.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs GVWR. Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the current model year price sheet to the requestor within ten (10) calendar days of notification.

Note: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a dealer may charge the purchaser a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A dealer may charge the purchaser an electronic filing fee, which does not exceed the actual amount the dealer is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 11/7/2018 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-18-23-10A	Sandra Scott	(916) 442-6931	Sandra.scott@dtfords.com
Elk Grove Auto Group	1-18-23-10B	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Freeway Toyota	1-18-23-10C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-18-23-10D	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Wondries Fleet Group	1-18-23-10E	Yesenia Covarrubias Clarke Cooper	(626) 457-5590	yesenia@wondries.com clarkecooper@wondries.com
US Fleet Source	1-18-23-10F	Debby Molino	(626) 216-7002	info@usfleetsource.com
Selma Nissan/Honda	1-18-23-10G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Toyota Sunnyvale	1-18-23-10H	Stan Wolowski	(408) 306-1960	stanwolowski@toyotasunnyvale.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract # 1-18-23-10A	U.S. Mail: Downtown Ford Sales 525 N.16th Street Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: Sandra.scott@dtfords.com
Contract # 1-18-23-10B	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-18-23-10C	U.S. Mail: Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-10D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

Contract # 1-18-23-10E	U.S. Mail: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@wondries.com clarkecooper@wondries.com
Contract # 1-18-23-10F	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: info@usfleetsource.com
Contract # 1-18-23-10G	U.S. Mail: Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-10H	U.S. Mail: Toyota Sunnyvale 898 W. El Camino Real Sunnyvale, CA 94087 Attn: Stan Wolowski	Facsimile: (408) 774-3501	Email: stanwolowski@toyotasunnyvale.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)

- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled “Delivery”, the Contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled “Rights and Remedies of the State for Default”.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN);
- “Line Set Tickets” or “Window (Monroney) Sticker” showing all options installed;
- One (1) copy of the warranty, including applicable certificates, cards, etc.;
- One (1) copy of the owner’s manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the dealer’s place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer shall deliver vehicles to ordering agencies located within the FOB point of Sacramento County at no additional cost for delivery. If the purchase order indicates delivery outside the FOB point, the delivery may be subject to an additional delivery charge. The dealer and agency will negotiate the cost of delivery beyond the FOB point. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Eugene Shemereko
Telephone:	(916) 441-9653
Facsimile:	(916) 375-4613

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 15***

State Contact Information	DGS/PD Contract Administrator
Email:	Eugene.Shemereko@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	**Downtown Ford Sales** Contract # 1-18-23-10A	**Elk Grove Auto Group** Contract # 1-18-23-10B
Contact Name:	Sandra Scott	Jerry Powers
Telephone:	(916) 442-6931	(916) 426-5752
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	Sandra.scott@dtfords.com	jpowers@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811	Elk Grove Auto Grove 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	**Freeway Toyota** Contract # 1-18-23-10C	**Winner Chevrolet** Contract # 1-18-23-10D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	**Wondries Fleet Group** Contract # 1-18-23-10E	**US Fleet Source** Contract # 1-18-23-10F
Contact Name:	Clarke Cooper	Debby Molino
Telephone:	(626) 457-5590	(626) 316-7002
Facsimile:	(626) 457-5593	(626) 416-3064
Email:	clarkecooper@wondries.com	info@usfleetsource.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

Dealer Contact Information	**Selma Nissan/Honda** Contract # 1-18-23-10G	**Toyota Sunnyvale** Contract # 1-18-23-10H
Contact Name:	Pat Ireland	Stan Wolowski
Telephone:	(559) 707-5735	(408) 306-1960
Facsimile:	(559) 961-4601	(408) 774-3501
Email:	patireland1962@yahoo.com	stanwolowski@toyotasunnyvale.com
Address:	Selma Nissan/Honda 2525 Highland Ave. Selma, CA 93662	Toyota Sunnyvale 898 W. El Camino Real Sunnyvale, CA 94087

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension

- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-18-23-10 A - H include a $500 per vehicle discount for payment made within twenty (20) days. Contract 1-18-23-10F offers no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	Ford: 98-037902 Kia: 102-238650 Honda: 17-691534
US Fleet Source	103097044
Selma Nissan/Honda	22-844821
Toyota Sunnyvale	26-117132

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty for light duty vehicles weighing

8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.

The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid) paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer.

The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

28. REPAIR PARTS

The vehicle manufacturer shall maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the DGS CA and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;

- Timing belt changes
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.
Purchase of the Maintenance Plan is non-mandatory for State departments.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 15****
Attachment B – Specification 2310-4181, revised 11/7/17
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Information Questionnaire

July 27, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **PUBLIC WORKS - STREET MAINTENANCE DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCINDING RESOLUTION NO. 25,441, CANCELING THE PURCHASE ORDER ESTABLISHED FOR ELK GROVE AUTO GROUP AND AUTHORIZING THE RE-ISSUANCE OF PURCHASE ORDERS TO WINNER CHEVROLET, INC. AND FREEWAY TOYOTA OF HANFORD FOR THE PURCHASE OF FLEET VEHICLES ($437,211)**

SUMMARY

Adoption of the attached resolution will amend the 2021-2022 Fiscal Year budget to transfer funds to increase expenditures in the amount of Four Hundred Thirty Seven Thousand Two Hundred Eleven Dollars ($437,211.00), rescind Resolution No. 25,441, adopted by the City Council on April 6, 2021, authorize the City Manager to cancel the purchase order in the amount of $182,122.00 established for Elk Grove Auto Group and re-issue purchase orders for Winner Chevrolet for the purchase of seven (7) Chevrolet Equinox Sport Utility Vehicles ($192,927.00) and Freeway Toyota of Hanford for the purchase of seven Toyota Prius Hybrid Sedans ($244,284.00) for use by the Community Improvement Services, Community Development and Fire Departments.

BACKGROUND

The City of Compton's fleet is aging with the majority of the vehicles having been in service over 10 years. In addition to age, the vehicles have been deemed inadequate to meet the current needs of the Community Improvement Services, Community Development and Fire Departments. Thus, pursuant to Resolution No. 25,441, adopted by the Council on April 6, 2021, the City Manager was authorized to establish/issue purchase orders totaling $619,1333.00 as follows: to Elk Grove Auto Group for the purchase of seven (7) pickup trucks ($182,122.00), Winner Chevrolet, Inc. for the purchase of seven (7) Sports Utility Vehicles ($192,927.00) and Freeway Toyota of Hanford for the purchase of seven (7) Prius Hybrids ($244,284.00). This being the beginning phase of a planned replacement and upgrading of a majority of the City's aged and cost inefficient fleet.

The purchase orders provide for seven (7) 2021 Chevrolet Equinox Sport Utility Vehicles from Winner Chevrolet, Inc. for use by the Security Division of Community Improvement Services Department ("Department"). The Security Officers are using Dodge Chargers as service vehicles that have been in service for over 10 years and require servicing that make it cost prohibitive to continue maintaining. In researching replacement options, it

was determined that Sport Utility Vehicles provide more flexibility for the Security Officers duties and were more cost efficient than replacing with new sedans.

Department Code Enforcement Officers currently utilize seven (7) Dodge Chargers for service vehicles. In addition to citations and inspections, personal property seizures have become an increasing aspect of their job, and include seizing large items such as illegal street vendor carts which cannot be placed inside of a sedan like a Dodge Charger. As a result of this, officers must coordinate the use of a pickup truck with the Public Works - Street Maintenance Department to impound such items, which creates inefficiencies for both departments. The plan was to purchase seven (7) 2021 Dodge Ram 1500 Classic Tradesman Trucks from Elk Grove Auto Group to alleviate this issue, thereby allowing Code Enforcement Officers to confiscate items themselves, and Public Works staff to remain focused on their assigned duties.

Additionally, seven (7) 2021 Toyota Prius Hybrids are to be purchased from Freeway Toyota of Hanford for use by the Building & Safety and the Local Housing Authority Divisions of the Community Development Department and the Fire Department. Staff members from these respective Departments are currently utilizing Chevrolet Impalas and Dodge Chargers that were purchased in 2008. These vehicles also have exceeded their useful life and have become cost prohibitive to maintain as well.

The vehicle purchases are being made through the State of California's "Statewide Contract" agreements for Fleet Vehicles issued by the Department of General Services Procurement Division. The State conducted a formal Request for Proposals ("RFP") process that identified a number of vendors to provide vehicles of various types (Trucks, SUVs, Vans and Cars) to meet the needs of their departments. Subsection B "Local Government Agencies" of Section 2. "Contract Usage/Rules" of each agreement contains language that allows local government agencies to also utilize their agreements for vehicle acquisitions. Review of the State's procurement process satisfies the City's procurement requirements; thus, utilizing the State's agreements allow the City to capitalize on pricing that would not be available if staff conducted a separate Request for Quotes process for the vehicle purchases.

STATEMENT OF ISSUE

Citing a shortage in the production of semiconductor chips ("chips"), automaker Dodge has decided to stop accepting orders on production of its vehicles to ensure it can meet the demands of its current orders. This shortage has affected manufacturers worldwide, as some industry experts have estimated that manufacturers will produce between 1.5 million and five million fewer vehicles this year than originally expected. A new car or truck can have as many as 100 of the chips on board as essential components in everything from touchscreens to transmissions. With lower anticipated sales, due to the pandemic, manufacturers placed smaller orders for chips in hopes of avoiding a surplus supply. Meanwhile computer and video game manufacturers, who utilize the same chips,

increased demand for the chips over the course of the pandemic. Unfortunately, the City's order of seven (7) Dodge Ram Trucks was one of the last orders placed and was part of the cancelled orders.

Staff has worked with the dealers under the State's programs to find alternatives. The most secure alternative is to place the order with Chevrolet as they have just started accepting orders for their 2022 models and this would place the City's order at the top of the list.

In light of the fact that the authorized purchase of the Dodge Ram Trucks from Elk Grove Auto Group has been cancelled, it is necessary to rescind Resolution No. 25,441, cancel the purchase order established for Elk Grove Auto Group and re-issue the authorized purchase orders for Winner Chevrolet Inc. in the amount of $192,927.00 and Freeway Toyota of Hanford in the amount of ($244,284.00). The purchase of (Chevrolet) pickup trucks for use by Code Enforcement personnel will be add to a separate resolution which seeks authorization for the purchase of the remaining phase of replacing/upgrading the City's aging fleet.

These vehicles will also be outfitted with the appropriate equipment (light bars, tow hitches, City Logo and Department decals, etc.) to allow staff to use the vehicles in their daily duties as soon as they are delivered, which is expected three to four months after the orders are placed by the City.

FISCAL IMPACT

Funds for this expenditure are available in the Equipment Rental Fund Balance and the Fiscal Year 2021-2022 budget shall be amended as follows:

Increase Expenditure	Account Description	Amount
6000-720-000-4333	Equipment Rental – Automotive Equipment	$437,211.00

The purchase orders will be re-issued pursuant to the attached Resolution to the respective dealerships as follows:

Dealership	Vehicles	Quantity	Amount
Winner Chevrolet, Inc.	Chevrolet Equinox	7	$192,927.00
Freeway Toyota of Hanford	Toyota Prius	7	$244,284.00
Total			**$437,211.00**

RECOMMENDATION

Staff recommends Council adopted the attached Resolution.

**DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS - STREET MAINTENANCE DEPARTMENT**

APPROVED FOR FORWARDING:

**RONERICK D. SIMPSON
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCINDING RESOLUTION NO. 25,441, CANCELING THE PURCHASE ORDER ESTABLISHED FOR ELK GROVE AUTO GROUP AND AUTHORIZING THE RE-ISSUANCE OF PURCHASE ORDERS TO WINNER CHEVROLET, INC. AND FREEWAY TOYOTA OF HANFORD FOR THE PURCHASE OF FLEET VEHICLES ($437,211)

WHEREAS, the City of Compton employees utilize various service vehicles (sedans, pickup trucks and sport utility vehicles) in the performance of their duties; and

WHEREAS, vehicles in service have reached the end of their useful life as they were purchased in 2008 and the cost of maintenance is cost prohibitive to maintain; and

WHEREAS, based on existing demands, the Community Improvement Services, Community Development and Fire Departments ("Departments") current vehicles allocations are inadequate to efficiently allow employees to fulfill their duties to the City and the vehicles are reaching the end of their useful life; thus, staff checked into purchasing vehicles that better meet the needs of the Departments; and

WHEREAS, pursuant to Resolution No. 25,441, adopted by the Council on April 6, 2021, the City Manager was authorized to establish/issue purchase orders totaling $619,1333.00 as follows: to Elk Grove Auto Group for the purchase of seven (7) pickup trucks ($182,122.00), Winner Chevrolet, Inc. for the purchase of seven (7) Sports Utility Vehicles ($192,927.00) and Freeway Toyota of Hanford for the purchase of seven (7) Prius Hybrids ($244,284.00); and

WHEREAS, the vehicle purchases are being made through the State of California's ("State") "Statewide Contract" agreements for Fleet Vehicles issued by the Department of General Services Procurement Division; and

WHEREAS, the State conducted a formal Request for Proposals ("RFP") process that identified a number of vendors to provide vehicles of various types (Trucks, SUVs, Vans and Cars) to meet the needs of their departments and Subsection B "Local Government Agencies" of Section 2. "Contract Usage/Rules" of each agreement contains language that allows local government agencies to also utilize their agreements for vehicle acquisitions; and

WHEREAS, review of the State's procurement process satisfies the City's procurement requirements; thus, utilizing the State's agreements allow the City to capitalize on pricing that would not be available if staff conducted a separate Request for Quotes process for the vehicle purchases; therefore, staff recommended acquiring the needed vehicles from the State authorized vendors at the total cost of $619,333.00; and

WHEREAS, citing a shortage in the production of semiconductor chips ("chips"), automaker Dodge has decided to stop accepting orders on production of its vehicles to ensure it can meet the demands of its current orders; thus, the City's order of the seven (7) Dodge Ram Trucks was one of the last orders placed and was part of the cancelled orders; and

WHEREAS, staff has worked with the dealers under the State's programs to find alternatives and has determined that the most secure alternative is to place the order with Chevrolet as they have just started accepting orders for their 2022 models and this would place the City's order at the top of the list; and

WHEREAS, in light of the fact that the authorized purchase of the Dodge Ram Trucks from Elk Grove Auto Group has been cancelled, it is necessary to rescind Resolution No. 25,441, cancel the purchase order established for Elk Grove Auto Group and re-issue the authorized purchase orders for Winner Chevrolet Inc. in the amount of $192,927.00 and Freeway Toyota of Hanford in the amount of $244,284.00; and

WHEREAS, the 2021-2022 Fiscal Year budget must be amended to fund this expenditure.

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

Section 1. That Resolution No. 25,441, adopted by the City Council on April 6, 2021, is hereby rescinded.

Section 2. That the purchase order in the amount of $182,122.00, authorized pursuant to Resolution No 25,441, for issuance to Elk Grove Auto Group for the purchase of seven (7) Dodge Ram 1500 Classic Tradesman Trucks is hereby cancelled.

Section 3. That the quotes from Winner Chevrolet, Inc. in the amount of $192,927.00 and Freeway Toyota of Hanford in the amount of $244,284.00 are hereby re-accepted.

Section 4. That funds for this expenditure are available in the Equipment Rental Fund Balance and the Fiscal Year 2021-2022 budget shall be amended as follows:

Increase Expenditure	Account Description	Amount
6000-720-000-4333	Equipment Rental – Automotive Equipment	$437,211.00

Section 5. That the City Manager is hereby authorized to issue purchase orders and all necessary documentation to Winner Chevrolet, Inc. for the purchase of seven (7) 2021 Chevrolet Equinox Sports Utility Vehicles in the amount of $192,927.00 and to Freeway Toyota of Hanford for the purchase of seven (7) Prius Hybrids in the amount of $244,284.00.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Community Improvement Services, Community Development and Fire Departments.

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) 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 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

July 27, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH EADIE AND PAYNE, LLP TO EXPAND THE SCOPE OF PROFESSIONAL INDEPENDENT AUDITING SERVICES AND ESTABLISH A PURCHASE ORDER ($605,950)

SUMMARY

Adoption of this resolution will authorize amending the 2020-2021 Fiscal Year City Controller's Office budget to transfer Three Hundred Forty Four Thousand Eight Hundred Seventy Two Dollars ($344,872.00) in funds between accounts, authorize the City Manager to enter into a second (2nd) amendment to the existing professional services agreement between the City of Compton and Eadie and Payne, LLP (Certified Public Accountants) to expand the scope of professional independent auditing services, establish a purchase order in the amount of Six Hundred Five Thousand Nine Hundred Fifty Dollars ($605,950.00) to provide additional compensation and payment of past due invoices for services already rendered.

BACKGROUND

Section 1419 of the City Charter of the City of Compton provides for the employment of a qualified accountant at the beginning of each fiscal year, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct.

On January 9, 2018, the Council approved Resolution No. 24,724, which authorized the City Manager to enter into a professional service agreement with Eadie and Payne, LLP for professional independent auditing services. This agreement included audit of financial records for Fiscal Years 2014-2015, 2015-2016, 2016-2017 and single audits for Fiscal Years 2013-2014, 2014-2015, 2015-2016, and 2016-2017.

On February 5, 2018, the City received a copy of the draft report of the State Controller's Office review of the City of Compton's administrative and internal accounting controls system. On March 9, 2018, the City received a copy of the State Controller's Office draft report from their audit of the City of Compton's Special Gas Tax Street Improvement Fund for the period of July 1, 2007 through June 30, 2016. These reports revealed the State Controller's Office found that many of the City's internal control components were inadequate.

As a result of these reports, and other audit reports, more than 220 audit findings were discovered and presented and needed to be quantified in an annual Corrective Action Plan ("CAP") that had to be submitted to the State. On June 5, 2019, the Council approved Resolution No. 25,034, which amended the professional service agreement to include assistance with CAP for each of those fiscal years and implementation of GASB 68. In addition, the agreement included auditing services for Fiscal Years 2017-2018, 2018-2019, and 2019-2020, as well as the single audits (audit for federal grants) performed for Fiscal Years 2017-2018, 2018-2019, and 2019-2020.

Significant progress has been made in the City Controller's Office which will improve the responsiveness and facilitation of the audits and services still to be performed. The City is also required to have financial records audited for Fiscal Years 2019-2020, 2020-2021, as well as the Single Audits (audit of federal grants) performed for Fiscal Years 2019-2020, 2020-2021. The additional factors triggered by the State Controller's report significantly increased the scope of work performed by the independent auditors, Eadie and Payne, LLP. These audits are crucial in establishing good financial standing with the State Controller and will give the City the ability to have financial reports immediately available to apply for additional funding and grants and secure bonds if necessary.

STATEMENT OF THE ISSUE

Eadie and Payne, LLP was founded in 1919 and they take pride in their firm's rich history, while keeping an eye for the future, providing knowledgeable, trustworthy accounting services. Their firm is dedicated to personal service so that all clients regardless of size or earnings, experience one-on-one interaction from their accountants. They are members of the American Institute of Certified Public Accountants Governmental Audit Quality Center, are committed to staying on top of government audit regulations, and providing the highest quality audit services.

Eadie and Payne, LLP has significant experience with performing technically challenging audits as it relates to experience of their senior auditor and manager of the audit team. They were able to meet the required deadlines for the City of Compton and are completing financial statements and single audits within the agreed time table. They are responsive to the City's requirements, they are very familiar with the City's current financial situation, and have played a significant role in building the relationship with the State Controller's Office.

Eadie and Payne, LLP has applied an invaluable investment of time in investigating and understanding Compton's internal control weaknesses, they have developed a very detailed action plan and their participation in monitoring the progress is also invaluable. Of equal significance since the positions of City Controller and Deputy Controller were permanently filled last year has allowed for leadership and continuity within the Office. During this moment and time City staff is also making great strides in correcting material weaknesses and deficiencies in internal controls.

To issue an Request for Proposals ("RFP") for audit services for Fiscal Year 2020-21 during this critical phase of the City's financial recovery would not only cause delays in the implementation of the CAP already initiated but would create a greater cost for a new audit firm to step in and review and understand all progress that has already been made.

It is key to prevent the loss of critical historical information about the City's finances. Any loss of such transfer of information and succession planning would be detrimental to the City's ability to successfully implement and finalize the CAP. It would more certainly lead to future audit findings if such loss of information transfer occurs. Delaying this amendment can lead to regression in the progress made by Eadie and Payne, LLP and City staff.

The amended scope of works and fees are as follows:

	FYE June 30, 2020	FYE June 30, 2021
Assistance with CAP for fiscal year ending June 30, 2021 (285 hrs. estimated).		$50,000
GASB 68 and 75 implementation fiscal years ending June 30, 2020 and 2021 (60 hrs. estimated).	$5,000	$5,000
Agreed-upon procedures in relation to HUD requirements for fiscal year ending June 30, 2020 and 2021; bond reporting; other reporting as needed (225 hrs. estimated).	$20,000	$20,000
Audits (Financial Statement & Single Audit) for fiscal year ending June 30, 2020 (1450 hrs. estimated)	$250,000	
Audits (Financial Statement & Single Audit) for fiscal year ending June 30, 2021 (1150 hrs. estimated).		$200,000
Total	**$275,000**	**$275,000**

These fees are inclusive of out-of-pocket expenses such as travel, hotel, and meals. The City has also required that all proposed fees are reflective of not-to-exceed cap.

In addition to the amendment for Fiscal Year 2020-21, Eadie and Payne, LLP extended their services to meet other requirements which caused those extended services to be paid out of the appropriated funds for Fiscal Year 2019-2020 audit leaving a balance due of $55,950.00 to be paid upon approval of this request.

FINANCIAL IMPACT

The total cost for the amended professional services agreement is $605,950. To cover cost, the City Controller's Office 2020-2021 Fiscal Year budget must be amended to transfer funds between accounts as follows:

From	To	Object Code	Amount
1001-650-000-4294	1001-650-000-4266	Contract Services	$175,000
1001-510-000-4266	1001-650-000-4266	Contract Services	$100,000
1001-680-000-4271	1001-650-000-4266	Contract Services	$44,872

Funds for this expenditure will be appropriated in the Fiscal Years 2020-2021 and 2021-2022 in Controller's Office budget in Account No. 1001-650-000-4266 (Contract Services).

Appropriated funds for each fiscal year are as follows:

FY 2020-21	FY 2021-22
$319,872	$275,000.00

Fiscal year 2020-2021 funds for this expenditure will be available after transfer is made.

RECOMMENDATION

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

SHARON RAHBAN, CITY CONTROLLER
CITY CONTROLLER'S OFFICE

APPROVED FOR FORWARDING:

RONERICK SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH EADIE AND PAYNE, LLP TO EXPAND THE SCOPE OF PROFESSIONAL INDEPENDENT AUDITING SERVICES AND ESTABLISH A PURCHASE ORDER ($605,950)

WHEREAS, Section 1419 of the City Charter of the City of Compton provides for the employment of a qualified accountant at the beginning of each fiscal year, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct; and

WHEREAS, an annual audit is also required to satisfy Federal legislation, state regulations, grants requirements, bonds covenants and other applicable regulations; and

WHEREAS, on January 9, 2018, the Council adopted Resolution No. 24,724, which authorized the City Manager to enter into a professional service agreement with Eadie and Payne, LLP for professional independent auditing services. This agreement included audit of financial records for Fiscal Years 2014-2015, 2015-2016, 2016-2017 and single audits for Fiscal Years 2013-2014, 2014-2015, 2015-2016, and 2016-2017; and

WHEREAS, on February 5, 2018, the City received a copy of the draft report of the State Controller's Office review of the City of Compton's administrative and internal accounting controls system. On March 9, 2018, the City received a copy of the State Controller's Office draft report from their audit of the City of Compton's Special Gas Tax Street Improvement Fund for the period of July 1, 2007 through June 30, 2016. These reports revealed the State Controller's Office found that 90% of the City's internal control components were inadequate.; and

WHEREAS, as a result of these reports, and other audit reports, more than 220 audit findings were discovered and presented and needed to be quantified in an annual Corrective Action Plan ("CAP") that had to be submitted to the State; and

WHEREAS, on June 5, 2019, the Council adopted Resolution No. 25,034, which authorized an amendment to the professional services agreement with Eadie and Payne, LLP to include assistance with the CAP for each of those fiscal years and implementation of GASB 68, in addition to auditing services for Fiscal Years 2017-2018, 2018-2019, and 2019-2020, as well as the single audits (audit for federal grants) performed for Fiscal Years 2017-2018, 2018-2019, and 2019-2020; and

WHEREAS, the City is also required to have financial records audited for Fiscal Years 2019-2020, 2020-2021, as well as the single audits (audit of federal grants) performed for Fiscal Years 2019-2020, 2020-2021; and

WHEREAS, the additional factors triggered by the State Controller's report significantly increased the scope of work performed by the independent auditors, Eadie and Payne, LLP and these audits are crucial in establishing good financial standing with the State Controller and will give the City the ability to have financial reports immediately available to apply for additional funding and grants and secure bonds if necessary; and

WHEREAS, Eadie and Payne, LLP were able to meet the required deadlines for the City of Compton and are completing financial statements and single audits within the agreed time table. They are responsive to the City's requirements, they are very familiar with the City's current financial situation, and have played a significant role in building the relationship with the State Controller's Office; and

WHEREAS, to issue a Request for Proposals for additional audit services for Fiscal Year 2020-2021 during this critical phase of the City's financial recovery would not only cause delays in the implementation of the corrective action plan already initiated but also would create a greater cost for a new audit firm to step in and review and understand all progress that has already been made; and

WHEREAS, thus staff is recommending and requesting to amend the current professional services agreement with Eadie and Payne, LLP to expand the scope of professional independent auditing services and provide additional compensation for such further services in the amount of $550,000.00; and

WHEREAS, in addition to the amendment for Fiscal Year 2020-21 services, Eadie and Payne, LLP extended their services to meet other requirements which caused those extended services to be paid out of the appropriated funds for the Fiscal Year 2019-20 audit, leaving an outstanding balance due of $55,950.00 to be paid upon approval of this request; and

WHEREAS, to pay for this expenditure the Department's 2020-2021 Fiscal Year budget must be amended to transfer funds between accounts.

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

Section 1. The City Controller's Office 2020-2021 Fiscal Year budget is hereby authorized to be amended to transfer funds between accounts as follows:

From	To	Object Code	Amount
1001-650-000-4294	1001-650-000-4266	Contract Services	$175,000
1001-510-000-4266	1001-650-000-4266	Contract Services	$100,000
1001-680-000-4271	1001-650-000-4266	Contract Services	$44,872

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a second (2nd) amendment to the professional services agreement between the City of Compton and Eadie and Payne, LLP (Certified Public Accountants) to expand the scope of professional independent auditing services, provide additional compensation for such further services and pay outstanding invoices due Eadie and Payne, LLP.

Section 3. That the expanded scope of services and additional compensation are as follows:

	FYE June 30, 2020	FYE June 30, 2021
Assistance with CAP for fiscal year ending June 30, 2021 (285 hrs. estimated).		$50,000
GASB 68 and 75 implementation fiscal years ending June 30, 2020 and 2021 (60 hrs. estimated).	$5,000	$5,000
Agreed-upon procedures in relation to HUD requirements for fiscal year ending June 30, 2020 and 2021; bond reporting; other reporting as needed (225 hrs. estimated).	$20,000	$20,000
Audits (Financial Statement & Single Audit) for fiscal year ending June 30, 2020 (1450 hrs. estimated)	$250,000	
Audits (Financial Statement & Single Audit) for fiscal year ending June 30, 2021 (1150 hrs. estimated).		$200,000
Total	**$275,000**	**$275,000**

Section 4. That funds in the amount of $330,950.00 are available in the 2020-2021 Fiscal Year budget of the City Controller's Office (after budget is amended) in Account No. 1001-650-000-4266.

Section 5. That a purchase order in the amount of $319,872.00 is authorized to be established for Eadie and Payne, LLP.

Section 6. That funds in the amount of $275,000.00 shall be funded in the 2021-2022 Fiscal Year budget of the City Controller's Office in Account No. 1001-650-000-4266.

Section 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

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) 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

Mayor Aja Brown
Councilwoman Emma Sharif,
Craig Cornwell
City of Compton (Hand delivered)
205 S Willowbrook Avenue
Compton, CA 90220

March 2, 2020

RE: Causes for an Amendment of Professional Services Agreement dated January 9, 2018

Audits of June 30, 2018

Our initial risk assessment identified the following areas of **HIGH RISK**:

- Proven embezzlement in the Treasurer's Office.
- Turnover in positions and departments within the City that oversee fiscal management such as the City Manager, the Controller, and accounting positions in the Controller's Office.
- Lack of financial reporting for the years 2015, 2016, 2017, and 2018 resulting in non-compliance with federal awards.
- Increasing deficits in the General Fund.
- Noncompliance with continuing bond disclosure requirements.
- Failure to meet 71 out of 79 internal control checks by the State Controller's Office.

The audit report of the statements of net position and balance sheets as of June 30, 2018 was issued on December 19, 2019, 17 months after the close of the fiscal year, with a qualified opinion. Our report identified the following items as the basis for the qualified opinion:

- The City has been unable to properly reconcile the pooled cash account. As part of the June 30, 2018 bank reconciliation an unsubstantiated adjustment debiting fund balance and crediting cash in the amount of approximately $6.9 million was recorded.
- The allocation of cash to the various funds has not been properly reconciled. We were unable to obtain sufficient appropriate audit evidence about the allocation of cash between funds. We were unable to determine whether any adjustments to these amounts were necessary.
- The City has not maintained capital asset records or recorded capital asset activity. Recorded capital assets as of June 30, 2018 amounted to approximately $125 million, however, we are unable to quantify the potential misstatement.

EADIE + PAYNE LLP
Celebrating a Century of Quality Service

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Certified Public Accountants & Business Advisors

- The City has recorded land held for resale of approximately $16.1 million in the governmental activities and approximately $17.6 million in the Successor Agency Private-Purpose Trust Fund. The City was not able to provide a listing of land held for resale or any documentation to support the carrying value.
- The City has not determined whether amounts recorded as deferred grant revenues of approximately $4 million have been earned or if the City has received any other grant proceeds that should have been recorded as deferred revenue as of June 30, 2018.

We also highlighted significant deficits and financial instability in an "other matter" paragraph.

In the Single Audit report we identified:

- 104 material weaknesses;
- 72 significant deficiencies;
- 26 instances of noncompliance;
- 15 recommendations for best practices;
- **217** - Total findings as of 6/30/2018

We were required to extend our audit procedures in the amount of $70,000 due to these factors that caused a ***HIGH RISK*** audit assessment.

Audits of June 30, 2019 as of 3/2/2020

We are aware of the following issues that continue to cause the audit to be **HIGH RISK**. Multiple material weaknesses and significant deficiencies in internal control over financial reporting and compliance continue to exist and very few Corrective Action Plan items have been addressed. A few examples are:

1) Bank reconciliations have not been reconciled on a monthly basis.
2) Monthly reconciliations of Balance Sheet accounts such as accounts receivable, notes receivable, prepaid expenses, and accounts payable are not being performed.
3) Inter-fund balances lack a current Council approved payment plan and requires an extensive note disclosure.
4) A list of Capital Assets has not been maintained and therefore cannot be audited. Capital Assets is a significant account balance on the City's statement of net position and therefore needs to be audited on an annual basis.
5) Deferred revenues have not been analyzed since 2014 due to a lack of support to adequately audit the account.

Due to the above mentioned risks, we will need to further extend our procedures to include tests of documentary evidence supporting the transactions recorded in ***all accounts with material balances***. That means we must further extend our audit procedures in order to form an audit opinion.

In order to conclude on an audit opinion on the June 30, 2019 statements, Eadie and Payne still needs to:

1) Obtain bank reconciliations for each month in fiscal year 2019. Supporting documentation for reconciling items will need to be examined.
2) Expand our scope to test more cash receipts and cash disbursements. Supporting documentation will need to be examined to ensure that the transaction was properly recorded in the general ledger.
3) Obtain direct confirmation of receivables, certain other assets, and liabilities.
4) Examine supporting documentation for journal entries to ensure that they were properly approved, properly posted to the correct general ledger accounts, and have the proper documentation attached and filed.
5) Determine whether your accounting records captured all reportable transactions. To perform this requirement procedures will include: reviewing expenses posted in the following audit period to assure that liabilities are properly posted to the correct fiscal year; examining agreements that were approved at year end and in the new fiscal year to see if they affect the fiscal year under audit; and perform procedures to verify that revenue was recognized in the proper fiscal year.
6) Assist the City to continue to follow-up with various granting and oversight agencies regarding prior audit reports issued. Management needs to collaborate with us on ongoing discussions with oversight agencies on a timely basis.

Audits of June 30, 2020

If no further progress is made during fiscal year ending June 30, 2020 we anticipate the same challenges to occur during our audits.

Out of Scope Services	***Fee Estimate***
Fiscal year ended June 30, 2018	$ 70,000
Fiscal year ended June 30, 2019	$100,000
Fiscal year ended June 30, 2020	$100,000

EADIE AND PAYNE, LLP

Donald N. Ecker
Chairman, Eadie and Payne, LLP

Hong N. Nguyen, CPA
Partner in Charge of Municipal Services
Eadie and Payne, LLP

March 18, 2021

Honorable Members of the City Council
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Re: Amendment of Professional Services Agreement dated January 9, 2018.

Eadie and Payne LLP ("E+P", "we" or "us") is pleased to provide the services described below (the "Services"). The Services are subject to the terms and conditions of this engagement letter and the Terms & Conditions for Professional Services located in the attached Terms and Conditions Addendum (together, this "Agreement").

SERVICES

Due to significant turnover in the City's Controller's department we were requested by management to reassess the services required to be performed by the fiscal year ending June 30, 2022 to assist in the budgeting process.

We are aware of the fact that significant progress has been made in the Controller's office which will improve the responsiveness and facilitation of the audits and services still to be performed. We will not be charging further out of scope fees of $100,000 as referenced in our March 2020 letter and have adjusted our estimated fees and hours required for the outstanding services.

We determined that the following audit and special procedures will assist the City of Compton ("City") in meeting reporting compliance requirements. Specifically, we will:

- Audit the City's established or planned implementation of internal controls including obtaining an understanding of the corrective action plan (CAP), assisting with status updates to the State Controller's Office (SCO) and U.S. Department of Housing and Urban Development (HUD) in response to findings reported for fiscal years ending June 30, 2014, 2015, 2016, 2017, 2018, 2019, and 2020.
- GASB 68 & 75 implementation for fiscal years ending June 30, 2020 and 2021: Test GASB 68 & 75 census data for City's pension plans; Evaluate GASB 68 & 75 valuation reports and propose a journal entry for City's review; Update required disclosure for financial statements.

EADIE + PAYNE LLP
Celebrating a Century of Quality Service

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Office: 951-241-7800
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Certified Public Accountants & Business Advisors

- Provide assistance in preparing special auditor/accountant's reports as requested by the City that were not included in our original scope of work per the agreement dated 1/9/2018. These reports might include reports to third parties such as the State Controller's Office, bond agencies, and other federal or state agencies. Reports might also include reports for internal City use only.
- We will also provide general auditing services, assistance with preparing the financial statements and related notes, and assistance with the Federal Clearing House Data Collection Form for fiscal years ending June 30, 2020 and 2021. Please see separate engagement letters attached for further detail.

DELIVERABLES

E+P will produce the following deliverables:

- Assessment of the City's corrective action plan, inclusive of the verification of completion in addressing findings that were reported to date for fiscal year ending June 30, 2021.
- GASB 68 & 75 journal entry and required disclosures for fiscal years ending June 30, 2020 and 2021.
- Special reports as requested.
- Assistance with the preparation of the financial statements and related notes for fiscal years ending June 30, 2020 and 2021.
- Independent Auditor's Reports on basic financial statements for fiscal years ending June 2020 and 2021.
- Single audit reports on Schedule of Expenditures of Federal Awards; internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements; internal control over compliance related to major programs and compliance with federal statutes, regulations, and the terms and conditions of federal awards for fiscal years ending June 30, 2020 and 2021.
- Files and information required for the Federal Clearing House Data Collection Form for fiscal years ending June 30, 2020 and 2021.

YOUR RESPONSIBILITIES

We understand that you will provide us with (1) access to all information that is relevant to our services, (2) additional information that we may request to complete our services, (3) unrestricted access to identified persons within the City organization from whom we determine it necessary to obtain evidence and (4) appropriate guidance and oversight as questions arise.

Please see attachments for additional audit responsibilities.

ENGAGEMENT ADMINISTRATION: FEES

Donald N. Ecker and Hong N. Nguyen will be the engagement partners and are responsible for supervising the engagement. The engagement partners will assign work on the engagement to others at our firm.

The fees for the scope of services outlined above are as follows:

	FYE June 30, 2020	**FYE June 30, 2021**
Assistance with CAP for fiscal year ending June 30, 2021 (285 hrs estimated).		$ 50,000
GASB 68 and 75 implementation fiscal years ending June 30, 2020 and 2021(60 hrs estimated).	$ 5,000	$ 5,000
Agreed-upon procedures in relation to HUD requirements for fiscal year ending June 30, 2020 and 2021; bond reporting; other reporting as needed (225 hrs estimated).	$ 20,000	$ 20,000
Audits (Financial Statement & Single Audit) for fiscal year ending June 30, 2020 (1450 hrs estimated).	$ 250,000	
Audits (Financial Statement & Single Audit) for fiscal year ending June 30, 2021 (1150 hrs estimated).		$ 200,000
Total	**$ 275,000**	**$ 275,000**

These fees are inclusive of out-of-pocket type expenses such as travel, hotel, and meals.

We appreciate the opportunity to be of service to you and look forward to continue assisting you in your journey of fiscal turnaround and transformation.

EADIE + PAYNE, LLP

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Donald N. Ecker
Eadie and Payne, LLP

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Hong N. Nguyen, CPA
Eadie and Payne, LLP