Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

COMPTON CITY COUNCIL
AGENDA
12/21/2021
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

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. DECEMBER 7, 2021

WATER DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO REPAY UNSPENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) GRANT FUNDS ($24,926)

REGULAR AGENDA

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

3. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

   DEIDRE DUHART
   LA TANYA GANTER
   JENNIFER GRANT
   JAMES LIGGINS

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

   PERSONNEL BOARD

CITY MANAGER'S REPORT

5. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR MITIGATED NEGATIVE DECLARATION CASE NO. 950, GENERAL PLAN AMENDMENT CASE NO. 2021-002 AND TENTATIVE TRACT MAP NO. 83433 CASE NO. 2021-**002 (January 11, 2022 at 5:35 p.m.)**

6. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR: 1435 S SANTA FE AVENUE STREET VACATION CASE NO. 22-001 **(January 11, 2022 at 5:45 p.m.)**

7. A REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS TO ATTEND THE CALIFORNIA CONRACT CITIES ASSOCIATION 2022 SACRAMENTO LEGISLATIVE TOUR - JANUARY 10, 2022 - JANUARY 12, 2022 - SACRAMENTO, CALIFORNIA (Approximately $1,458.00 per person, excluding tax) - ACTION ITEM

8. ORAL REPORT/POWER POINT PRESENTATION - CASH/CITY INVESTMENTS) Brandon Mims, City Treasurer

NEW BUSINESS

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 30-11.2 (SECONDARY DWELLING UNITS) OF CHAPTER 30 (ZONING) OF THE COMPTON MUNICIPAL CODE TO REGULATE ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DELETING REFERENCES TO SECONDARY DWELLING UNITS, AND FINDING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT **(First Reading)**

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 30-3, 30-7, 30-8, 30-9, 30-10, 30-12, 30-13, 30-14, AND 30-26 OF CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE RELATED TO CAR WASHES, EMERGENCY SHELTERS, AND PERSONAL STORAGE FACILITIES **(First Reading)**

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE RIGHT-OF-WAY EASEMENTS ON THE PROPERTY LOCATED AT 1435 SOUTH SANTA FE AVENUE, (STREET VACATION NO. 21-001) AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION **(January 4, 2022 at 5:35 p.m.)**

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD TO COVER WATER DEBT FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS ACCRUED BETWEEN MARCH 4, 2020 AND JUNE 15, 2021 ($704,973.91)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUANCE OF A PURCHASE ORDER TO BIGGS CARDOSA ASSOCIATES, INC. STRUCTURAL ENGINEERS TO DEVELOP OPTIONS FOR THE CITY TO CONSIDER REGARDING THE ROSECRANS AVENUE BRIDGE AND ARTESIA BRIDGE OVERCROSSING ($37,618)

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT, CIP# 18-03 ($932,644.98)

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY (60) MONTH PROFESSIONAL SERVICES AGREEMENT WITH GRANICUS FOR WEBSITE REDESIGN AND IMPLEMENTATION SERVICES ($94,996.95)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THAT CERTAIN CITY OWNED PROPERTY (APN NO. 6143-011-018) LOCATED AT 250 NORTH CENTRAL AVENUE, COMPTON, CA 90220 IS EXEMPT SURPLUS LAND, AND TAKING RELATED ACTIONS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/28/2021 @ 5:30 PM

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

DECEMBER 7, 2021

The Compton City Council Closed Session meeting was called to order at 4:35 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was led by Emma Sharif.

ROLL CALL

Council Members Present – J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent – M. Chambers *(Entered the meeting at 6:39 p.m.*
I Galvan *(Entered the meeting during closed session)*

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, R. Simpson

CLOSED SESSION AGENDA ITEM

CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiators: Melanie L. Chaney, Ronerick Simpson, Triphenia Simmons, Eric Perrodin
Employee organization: Compton Firefighters, Local 2216
Pursuant to California Government Code Section 54957.6

AUDIENCE COMMENTS REGARDING CLOSED SESSION AGENDA ITEM ONLY

Robert Ray commented that the Compton Fire Fighters have been working without a contract for too many years and it is time to change and provide for a contract. Mr. Ray further commented that the Fire Fighters are overworked and understaffed and if the City hires more Fire Fighters there would be a substantial savings to the City. Mr. Ray thanked and commended the Compton Paramedics for saving his life.

City Attorney Eric Perrodin requested a closed session to discuss a conference with labor negotiators: Melanie L. Chaney, Ronerick Simpson, Triphenia Simmons, Eric Perrodin and Employee organization: Compton Firefighters, Local 2216, pursuant to California Government Code Section 54957.6.

RECESS TO CLOSED SESSION

On motion by Bowers, seconded by Darden, the City Council recessed to closed session at 4:37 p.m. by the following vote on roll call:

AYES: Council Members – Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – Chambers, Galvan

RECONVENE TO OPEN SESSION

On motion by Bowers, seconded by Darden, the Council reconvened at 5:48 p.m. by the following roll call vote:

Council Members Present: - Galvan, Bowers, Darden, Sharif
Council Members Absent: - Chambers

REPORT OUT OF CLOSED SESSION

City Attorney Perrodin stated that there was no reportable action taken during the closed session.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

City Attorney Perrodin highlighted the rules of decorum for the City Council meeting and further indicated that the primary purpose of oral communications is to allow citizens the opportunity to formally communicate with the members of the various agencies as a whole on matters that cannot be handled during regular working hours of the city government. All remarks shall be addressed to the agency body as a whole and not to any single member. Persons addressing the agency must do so in an orderly manner without making personal, impertinent, slanderous or profane remarks to the agency members, agency staff or general public. No person in the audience shall disrupt

the meeting with disorderly or boisterous conduct which includes loud, threatening or abusive language, whistling, applauding, stomping of feet or other acts which disturb or disrupt the order of the meeting. These actions may result in a warning, while repeat offenders may be ejected from the meeting. Lastly, the presiding officer shall request that a person who is breeching the rules of decorum be orderly and silent. If the person persists in disturbing the meeting after receiving a warning, the presiding officer may order him or her to leave the meeting. If the person does not leave the meeting, the presiding officer may have him or her removed by any law-enforcement.

Robert Ray suggested that Charmaine Hays be appointed to the Personnel Board. Mr. Ray spoke in favor of Connecting Compton, which is an organization that would like to assist the City and provide a Multi-cultural Equestrian Center in the City of Compton. He raised the issue of the Millions of dollars it will require to clean up the contamination at the Alondra dump site and further raised concerns that the property will remain vacant because of the high cost associated with the de-contamination process. Mr. Ray then indicated that the residents on Clymar Avenue are extremely concerned about the contamination of the site.

Benjamin Holifield, President/Founder Compton Business Chamber of Commerce, announced that Jackie Barra will be the Chairperson of the committee to return Emily Hart- Holifield's name to the marquee at Compton Community College. Mr. Holifield then indicated that the City Treasurer and City Controller must be required to present monthly reports to the City Council and community.

Mary Edwards announced that she will be hosting her Annual Christmas Drive up Toy Giveaway on December 18, 2021, from 1:00 p.m. to 3:00 p.m. at Walter Tucker Park, 650 W. Laurel. Ms. Edwards further requested donations from the City to assist with the event.

Connie Halbig commented that she would like to see Ms. Charmaine Hays appointed to the Personnel Board, and further added that the 'late' applicant should not be considered for appointment. Ms. Halbig raised concerns that photographs of a Councilperson in the courtroom have been taken and distributed and further requested that the City Attorney investigate the matter. Ms. Halbig spoke in favor of the City having its own dispatch center and further urged the Councilmembers to exercise respect for one another.

Geneva Bryant thanked the City Council for serving the community and further spoke regarding a proposal to receive funding for the Compton Center Avenue fund. Ms. Bryant spoke on behalf of YBQ Marketing Solutions and detailed that their services include a comprehensive consulting agent to help identify gaps and opportunities, which result in a comprehensive report that includes a project plan with timelines costs and analysis. Ms. Bryant further indicated that the company would like to assist the citizens of Compton in building and empowering financial growth. Ms. Bryant then indicated that one of her primary goals is to assist underprivileged minorities in reaching their full financial potential through computer literacy, tutoring services, home health and other services.

Nicshelle Farrow, Go to Work, spoke in support of re-instating Emily Hart-Holifield's name on the marquee outside of the Compton Community College Library. Ms. Farrow stated that there should be more communication disseminated around the City regarding free tuition at Compton College to assist the youth of the community. Ms. Farrow then announced that she will be participating in the upcoming One Love event at the Crystal Park Casino and further encouraged civic engagement by the youth of the community.

Jamie Gregory addressed the City Council and indicated that he is a member of United in Peace-United We Stand Up. Mr. Gregory indicated that the organization's primary focus is on making the maximum positive effort for the improvement of the community. Members and supporters provide the momentum that helps affect change while providing solutions that make a long-lasting difference in the community to stop the violence. Mr. Gregory requested that the City Council help the organizations help the community.

Gilda Blueford thanked Councilmember Chambers and the Assistant City Manager and Staff for providing assistance to her in her return home. Ms. Blueford raised concerns regarding a resolution pertaining to the sum of $24 Million and the Budget and questioned when the resolution to resolve this issue would be presented to the Council and community. Ms. Blueford commented on the Council's decision to streamline the Business License Division by utilizing the services of a

company by the name of DHL Services. Ms. Blueford further questioned why there was no community input relative to this item, prior to the Council's vote to approve the change. Ms. Blueford further indicated that the City must properly disseminate information to the residents and allow the community to provide input relative to City programs and services.

Dr. Michael Leonard Tankersley commented that Compton must move into the 21st Century. Dr. Tankersley indicated that there is a huge amount of skill and talent in the City and further suggested that the City Council begin a program whereby the students involved with mathematics, physics, chemistry and engineering can develop a plan to improve the City of Compton. Dr. Tankersley urged the City to work together to stop the violence.

Joyce Kelly voiced her concerns that the Mayor is violating the rights of the other Councilmembers to have their voices heard by attempting to silence certain comments during the meeting. Ms. Kelly raised concerns regarding the costs associated with agenda item Number 11 (contract extension of Superior Pavement Markings) and suggested that the City hire and train employees to perform various jobs and services, rather than contracting these services out to other companies.

Betrina Waller suggested that Ms. Charmaine Hays be appointed to the Personnel Board as she possesses the necessary qualifications to fill the position.

Lynn Boone addressed the many audio and video problems occurring during the broadcast of the City Council meetings which has been an on-going problem for quite some time. Ms. Boone raised concerns that the City Charter requires the City to have a City Engineer and a Street Superintendent, and further questioned who serves the City in both capacities. Ms. Boone requested that the City Attorney review the contracts of all the non-profit organizations who reside on City property and added that non-profits are not allowed to sub-lease their sites. Ms. Boone concluded by alleging there has been misuse of public funds taking place in the City.

Charles Jackson, Publisher and Editor of City Pride Magazine and the Hub City Reporter, informed the City that he has been operating publishing services for 16 years. Mr. Jackson indicated that the periodicals have been reporting on what is taking place in City Hall, with Compton schools and in the streets of Compton. Mr. Jackson indicated that he has a media internship program which provides for training for a list of talented young writers, graphic designers, photographers and those involved with marketing. Mr. Jackson stated that he is seeking an agreement or relationship with the City of Compton regarding communication services and strategies. Mr. Jackson then announced his plans for a weekly publication and an adjudicated newspaper beginning in January 2022.

Sheena Hutchinson addressed the City Council and stated that she is a Journalism and Communications major and has a degree in TV and Film and added that she has conducted a few interviews in the City of Compton for City Pride Magazine. Ms. Johnson indicated that Compton residents have a wealth of history, culture, knowledge, talent and skills and added that there are many important stories in the community that must be told.

Fidel Marquez raised concerns that one of the City's developers, the Olson Company is not working with the City to improve conditions. Mr. Marquez indicated that this company does not produce the same quality of work in Compton as they have done in other cities. Mr. Marquez then urged the Councilmembers to repair the streets, improve signage and clean up the City.

(Councilmember Galvan exited meeting at 6:39 p.m. and returned at 6:46 p.m.)

CONSENT AGENDA

APPROVAL OF MINUTES

1. NOVEMBER 2, 2021 ***(Approved)***
   NOVEMBER 9, 2021 ***(Approved)***

CITY FIRE DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE) AND WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS ($80,000.00) ***(Approved Resolution Number 25,585)***

PUBLIC WORKS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH NATIONAL READY MIXED CONCRETE COMPANY FOR THE PURCHASE OF CONCRETE FOR CITYWIDE SIDEWALK REPAIR IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS ($20,000) ***(Approved Resolution Number 25,586)***

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO THE BLUE DIAMOND COMPANY FOR THE PURCHASE OF ASPHALT MATERIAL FOR CITYWIDE ROAD REPAIR IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS ($40,000) ***(Approved Resolution Number 25,587)***

It was moved by Galvan, seconded by Bowers, that the consent agenda be approved.

Councilmember Darden requested that her comments regarding agenda item Number 6 on the November 2, 2021, minutes should reflect her comment: 'In all fairness, Councilmembers Chambers and Galvan should be allowed the opportunity to submit their candidates' applications for appointment to the Personnel Board.'

The consent agenda was approved by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

REGULAR AGENDA

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

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

Yewande Ayodele - Personnel Board (Councilmember Chambers)

Councilmember Chambers highlighted the application submitted by Ms. Yewande Ayodele and indicated that Ms. Ayodele is a former Human Resources Director and further indicated that she possesses an extensive educational and employment background and is uniquely qualified and available to serve on the Personnel Board. Ms. Chamber then indicated that the Council should not appoint individuals to repay political favors and further noted that Ms. Hays listed the Planning Commission as her first choice as indicated by her application.

Councilman Bowers commented that Ms. Ayodele did not submit her application in a timely fashion and added that the appointment process has been held up for one person. Councilman Bowers spoke in support of Ms. Charmaine Hays' appointment to the Personnel Board. Mr. Bowers further asserted that there must be diversity among the City's Commissions and Boards

and further suggested that Mr. Fidel Marquez be appointed to the Parks and Recreation Commission.

City Clerk Alita Godwin informed the Body that the Parks and Recreation Commission is complete and there are no vacancies. City Clerk Godwin further reminded the City Council that there was no 'deadline' for the submittal of applications, and added that she accepts applications for boards, committees and commissions year-round.

Councilman Galvan applauded Councilman Bowers for supporting diversity among boards and commissions by nominating a Latino, and added that such commissions should be a reflection of the Compton community. Councilman Galvan indicated that each Councilmembers should have an appointee on the Personnel Board and the Planning Commission. Councilmember Galvan then suggested that the City Manager bring forth a resolution to make appointments by district.

City Clerk Godwin informed the Council that the Personnel Board members were recently re-appointed and there are currently no vacancies. Councilman Galvan then requested that the item be brought back to the City Council for removals/appointments to the Personnel Board.

Mayor Sharif requested that the City Manager set up a meeting with the City Clerk and City Attorney to determine the significance of each board, committee and commission. Mayor Sharif also suggested that the proposed commission also review the application and make recommendations for appointments.

City Clerk Godwin suggested that the item be placed on the December 21, 2021 agenda, as the Personnel Board is scheduled to meet on December 16, 2021 and there is not sufficient time to remove and appoint individuals and have them sworn in before the next Board meeting.

CITY MANAGER'S REPORT

6. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FISCAL YEAR 2020-2021

On motion by Galvan, seconded by Chambers, the public hearing was scheduled for **December 28, 2021, at 5:35 p.m.** by the following vote on roll call:

AYES: Council Members – Chambers, Galvan, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

7. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE AMENDMENT OF THE HUD ANNUAL ACTION PLAN REGARDING NON-PROFIT PARTNERSHIPS

On motion by Galvan, seconded by Chambers, the public hearing was scheduled for **December 28, 2021, at 5:40 p.m.** by the following vote on roll call:

AYES: Council Members – Chambers, Galvan, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

8. RECREATION AND DOLLARHIDE UPDATE

Assistant City Manager Michael Antwine introduced the City's Parks and Recreation Team; Patricia Maloney, Curtis Bouldin, Develle James, Josh Acevedo and Mark Thomas.

Mr. Antwine provided a brief update regarding the activities and programs at the City parks and recreation centers and noted that Staff is eager to return services to the Compton community.

Councilman Galvan requested that the City make certain that the parks have proper security.

9. POWER POINT PRESENTATION - COMPTON BOULEVARD REVITALIZATION PROJECT

City Manager Ronerick Simpson provided a power point presentation regarding the Compton Blvd revitalization project and indicated that the City convened the "Compton Boulevard Revitalization Committee" on September 20, 2021. The Committee focused on ways to make the City's main thoroughfare the standard for streets. Mr. Simpson provided the project scope of work:

1. CURB MAINTENANCE
2. TREE TRIMMING
3. CLEAN BUS STOPS
4. GRAFFITI REMOVAL
5. PARKWAY CLEANUP
6. SIDEWALK REPAIR
7. SIGNAGE REPLACEMENT
8. LOT ABATEMENT
9. HOMELESS RELOCATION
10. CITY CODE VIOLATIONS

City Manager Simpson also provided an update on the actions performed by Code Enforcement and noted that Code Enforcement has issued 81 Notices of Violations and 28 Administrative Citations to various properties along Compton Blvd. The following list details some of the Code Enforcement Violations/Citation charges:

1. OPERATING WITHOUT A BUSINESS LICENSE
2. ILLEGAL BUSINESS
3. ILLEGAL SIGNAGE
4. GRAFFITI
5. PROHIBITED BANNERS
6. PROPERTY MAINTENANCE

NEW BUSINESS

10. 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 A PURCHASE ORDER TO ALLIANT INSURANCE SERVICES AND/OR FIRST INSURANCE FUNDING FOR ADDITIONAL PREMIUM OWED FOLLOWING THE ACQUISITION OF EXCESS POLICIES FOR THE 2021-2022 FISCAL YEAR

On motion by Galvan, seconded by Darden, **Resolution Number 25,588** entitled **'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 A PURCHASE ORDER TO ALLIANT INSURANCE SERVICES AND/OR FIRST INSURANCE FUNDING FOR ADDITIONAL PREMIUM OWED FOLLOWING THE ACQUISITION OF EXCESS POLICIES FOR THE 2021-2022 FISCAL YEAR'** was adopted by the following vote on roll call:

AYES: Council Members – Chambers, Galvan, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE YEAR CONTRACT WITH THE OPTION OF TWO (2) ONE-YEAR EXTENSIONS TO SUPERIOR PAVEMENT MARKINGS, INC. FOR CITYWIDE SIGN REPLACEMENT, INSTALLATION, MAINTENANCE AND REPOSTING SERVICES IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED AND SEVENTEEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($517,750)

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

Councilman Bowers questioned whether this item will include the signage relative to the commercial truck routes.

Damion Timmons, Street Division, replied that the contract will address all forms of signage, including commercial vehicle traffic routes.

Councilmember Chambers suggested that the City aggressively seek to recuperate funds from individuals who have destroyed public property either by vandalism or result of a traffic collision.

Resolution Number 25,589 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE YEAR CONTRACT WITH THE OPTION OF TWO (2) ONE-YEAR EXTENSIONS TO SUPERIOR PAVEMENT MARKINGS, INC. FOR CITYWIDE SIGN REPLACEMENT, INSTALLATION, MAINTENANCE AND REPOSTING SERVICES IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED AND SEVENTEEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Requested that the City Manager communicate with Southern California Edison regarding the City's lighting.

- Encouraged the community members to report abandoned vehicles in their neighborhood and around the City.

- Invited the community to the Winter Wonderland event featuring snow, games, Santa photos, food, music and more on December 18, 2021, from 11:00 a.m. to 3:00 p.m. at Alondra Church of Christ and Shared Harvest.

- Requested that the City Manager eradicate the illegal activity taking place in the Wilmington Avenue median.

- Requested that the Council meeting be adjourned in memory of **Eduardo Macias** and **Rosa Gutierrez.**

Councilmember Galvan offered the following communications/announcements:

- Invited everyone to attend his '***Miracle on Oaks Street'*** **Christmas Toy Giveaway** on Decembers 16, 2021 at Caesar Chavez Park beginning at 5:00 p.m. -- including food trucks, a petting zoo, games and festivities along with snow!

- Invited the community to participate in the Car Show and Christmas Toy Drive scheduled for Saturday, December 11, 2021, at the Crystal Casino, 123 E. Artesia Boulevard, Compton, CA, 90220.

Councilmember Bowers offered the following communications/announcements:

- Offered his support for a Multi-Cultural Equestrian Center in the City of Compton.

- Announced that approval has been granted to allow for public parking at Heritage House while conducting City business.

- Invited the community to attend his **Christmas Holiday** event scheduled for December 20, 2021, at Tucker Park, 650 W. Laurel, Compton---there will be food, face painting, balloon artists, magic show and much more.

- Reminded the residents that they may have bulky waste items that they wish to discard removed from their property by contacting Republic Services at 800-299-4898.

Councilmember Darden offered the following communications/announcements:

- Invited the community to attend the ***Breakfast with Santa*** event on December 11, 2021, at the Dollarhide Community Center, 301 N. Tamarind Avenue from 9:30 a.m. until 12:30 p.m.—there will be food, photos with Santa and fun for the entire family.

- Invited the community to attend the **1st Annual Car Show and Wonderland** family event with train rides, horses, raffles and fun at the Crystal Casino, 123 E. Artesia on December 11, 2021.

- Wished **Dean Jones** a very Happy Birthday!

- Requested that the City Council meeting be adjourned in memory of **Evelyn McQueen.**

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif requested that the City Manager correspond with the businesses at the Gateway Towne Center regarding their support of the City receiving crucial funding from the State to assist the City of Compton.

- Mayor Sharif requested that the City Manager bring forth information regarding the California Violence Intervention and Prevention Grant Program.

- Mayor Sharif commented on the success of the recent Catalytic Converter Theft Prevention workshop and added that she will host additional quarterly workshops.

- Mayor Sharif commented that she is looking forward to the re-opening of the Compton Par 3 Golf Course and further requested a status update regarding the site.

ADJOURNMENT

On motion by Chambers, seconded by Darden, the meeting was adjourned in memory of **Evelyn McQueen, Rosa Gutierrez, Timothy Brenan and Eduardo Macias** at 8:17 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

_____ _____

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

December 21, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **COMPTON MUNICIPAL WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO REPAY UNSPENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) GRANT FUNDS ($24,926)**

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order in the amount of Twenty-Four Thousand Nine Hundred Twenty-Six Dollars ($24,926) to repay unspent Cal-Recycle Grant funds from Grant # CCP-18-068 FY 2018-19.

BACKGROUND

Cal-Recycle provides grant funding for programs, such as Beverage Container Recycling City/County Program, which will assist Cities with their recycling programs. The goal of the Program is to achieve an 80 percent recycling rate for all aluminum, glass, plastic, and bimetal beverage containers sold in California, thereby reducing the beverage container component of litter in the State.

STATEMENT OF THE ISSUE

The City received Grant funding from Cal-Recycle in 2018 - Grant # CCP-18-068 FY 2018-19. During this Grant cycle period funds in the amount of $24,926 were not expended for Beverage Container Recycling, thus these funds are required to be repaid to Cal-Recycle.

FINANCIAL IMPACT

The 2021-2022 Fiscal Year budget needs to be amended to transfer unspent grant funds available in Fund 2655 and increase Account No. 2655-850-000-4249 by $24,926.00 for this expenditure.

RECOMMENDATION

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

**DON NGUYEN, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

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 REPAY UNSPENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) GRANT FUNDS ($24,926)

WHEREAS, the Public Resources Code Sections 4000 et seq. authorize the Department of Resources, Recycling and Recovery ("Cal-Recycle") to administer various grant programs in furtherance of the State of California's efforts to achieve an 80 percent recycling rate for all aluminum, glass, plastic, and bimetal beverage containers sold in California, thereby reducing the beverage container component of litter; and

WHEREAS, the City applied for and received Grant Funding for Beverage Container Recycling City/County Program in 2018 (Grant # CCP-18-068 FY 2018-19); and

WHEREAS, during the 2018 Grant cycle period $24,926 in funding was not expended for the Program, thus these funds must be repaid to Cal-Recycle.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Twenty-Four Thousand Nine Hundred Twenty-Six Dollars ($24,926) to repay unspent Cal-Recycle Grant funds from Grant # CCP-18-068 FY 2018-19.

SECTION 2. The 2021-2022 Fiscal Year budget needs to be amended to transfer unspent grant funds available in Fund 2655 and increase Account No. 2655-850-000-4249 by $24,926.00 for this expenditure.

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and Compton Municipal Water 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) ss
CITY OF COMPTON)

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at 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

California Environmental Protection Agency

CalRecycle
Department of
Resources Recycling and Recovery

Gavin Newsom
California Governor

Jared Blumenfeld
Secretary for Environmental Protection

Rachel Machi Wagoner
CalRecycle Director

July 30th, 2021

City of Compton
Attn: Michael Harvey
205 S. Willowbrook Ave
Compton, CA 90220

First Notice

Re: Unspent Grant Funds – CCP-18-068 FY 2018-19
Invoice#: 0000001383378
Balance Due: $24,926.00

Dear City of Compton,

The recipient was awarded $24,926.00 for FY 2018-19. The term for expending funds ended 3/1/2021. The recipient failed to submit an Expenditure Report.

The Department of Resources Recycling and Recovery (Cal Recycle) requests payment of the unspent funds in the amount of $24,926.00 for the repayment of unspent funds for the City and County Payment Program. Failure to repay funds will result in ineligibility for future funding.

Please submit payment via check, money order, cashier's check or credit card (www.CalRecycle.ca.gov/PayOnline) upon receipt of this letter. In order to avoid collection actions, payment must be received within 30 days of the date of this letter.

If you need additional information, please do not hesitate to contact Blair McIntosh at (916) 324-1237

Sincerely,

Cristina Patlan
Accounting officer (Specialist)
Fiscal Services Branch

Enclosures:
Invoice and Back up Documents

INVOICE

CalRecycle

Invoice Number:	0000001383378
Invoice Date:	07/30/2021
Due Date:	08/29/2021
Customer ID:	0000000271

Resources Recycling & Recovery

City of Compton
Attn: Michael Harvey
205 S Willowbrook Avenue
Compton CA 90220

Unspent funds for Beverage Container Recycling City/County Payment Program FY2018-19, CCP-18-068.

Service Period: 07/01/2018 - 06/30/2019

Line	Description	Quantity	Rate	Amount
1	CCPP FY2018-19	1.00	24,926.00	24,926.00

Amount Due (USD): $ 24,926.00

For billing questions, please contact us at (916)-341-6244
Contains confidential information and unauthorized use or disclosure is prohibited by State law.

Please detach this portion of the bill and return it with your payment.

Customer Name:	City of Compton
Customer ID:	0000000271
Invoice ID:	0000001383378
Due Date:	08/29/2021
Fiscal Year:	2018-2019
Amount Due:	$ 24,926.00
Amount Paid:	_____

Remit Payment To:

Resources Recycling & Recovery
1001 I Street
P.O. Box 2711
MS-19A
Sacramento CA 95812-2711

0000000271000000138337800024926 00

December 21, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A REQUEST TO SCHEDULE A PUBLIC HEARING FOR MITIGATED NEGATIVE DECLARATION CASE NO. 950, GENERAL PLAN AMENDMENT CASE NO. 2021-002 AND TENTATIVE TRACT MAP NO. 83433, CASE NO. 2021-002 (January 11, 2022 at 5:35 p.m.)**

The applicant, The Olson Company, is proposing a 57-unit attached condominium development at 250 N. Central Ave and is requesting approval of a General Plan Amendment (GPA) to amend the City of Compton General Plan to change the existing land use designation from "MU" (Mixed Use) to "GC" (General Commercial). The applicant is also requesting approval of a Tentative Tract Map (TTM) to create 57 air space condominiums over one lot.

The Planning Commission held a public hearing for the GPA and TTM along with two Conditional Use Permits and Mitigated Negative Declaration (MND) and unanimously approved the two CUP's and MND and recommended approval to the City Council of the GPA and TTM.

Staff recommends that Council schedule a public hearing on this matter for **Tuesday, January 11, 2022** at **5:35 p.m**.

ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK SIMPSON
CITY MANAGER

December 21, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A REQUEST TO SCHEDULE A PUBLIC HEARING FOR: 1435 S SANTA FE AVENUE STREET VACATION CASE NO. 22-001**

The applicant, MW Fingerhut LLC, is proposing to vacate an easement reservation on 1435 S Santa Fe Ave. The vacation process is a two-step vacation process consisting of an "Intent to Vacate" public hearing followed by an "Order to Vacate" public hearing. This request for public hearing to initiate the process with an "Intent to Vacate" public hearing.

The Planning Commission conducted a public hearing on September 8, 2021 and found that the proposed vacation is consistent with the General Plan.

Staff recommends that Council schedule a public hearing on this matter for **Tuesday, January 11, 2022** at **5:45 p.m**.

ROBERT DELGADILLO,
SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK SIMPSON
CITY MANAGER

December 21, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

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

Recommendation: Authorize travel to attend the CA Contract Cities Association 2022 Sacramento Legislative Tour

Location: Sacramento, CA

Meeting Date: January 10, 2022 thru January 12, 2022

Approximate Cost: Registration: **$575** (Per attendee)
Hotel: **$239** per night (plus taxes and fees)
Transportation: **$162.96** (Flight)
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the League of California Cities Annual Conference and Expo is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Michelle Chambers	
Councilmember Isaac Galvan	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

Ronerick D Simpson

RONERICK D. SIMPSON
CITY MANAGER

DECEMBER 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 30-11.2 (SECONDARY DWELLING UNITS) OF CHAPTER 30 (ZONING) OF THE COMPTON MUNICIPAL CODE TO REGULATE ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DELETING REFERENCES TO SECONDARY DWELLING UNITS, AND FINDING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

SUMMARY

The City of Compton is proposing an Ordinance to amend Compton Municipal Code (CMC) Section 30-11.2 with respect to accessory dwelling units ("ADUs"). These changes are intended to update the City's regulations consistent with recent revisions to state law regarding ADUs and junior accessory dwelling units ("JADUs").

STATEMENT OF THE ISSUE

The proposed Ordinance updates the City's Code provisions regarding secondary dwelling units (now referred to as ADUs) to comply with revisions made to state law by Senate Bill 13, Assembly Bill 68, Assembly Bill 881, Assembly Bill 3182, and Senate Bill 1030, which the Legislature made binding on both general law and charter cities. The amendments would permit the development of ADUs and JADUs in all zones that allow single-family and multi-family residential use without discretionary review or a public hearing if the ADU and/or JADU meets certain building and development standards. A discussion of the proposed changes follows:

Terminology

CMC Section 30-11.2 currently regulates the development of "secondary dwelling units" in the City. The proposed Ordinance would delete all references to "secondary dwelling units" and instead refer to additional units as "accessory dwelling units" and "junior accessory dwelling units". This change reflects the language used in state law.

ADUs and JADUs are both additional residential dwelling units located on the same parcel as a single-family or multi-family dwelling. The difference between the two primarily comes down to the size and location of the unit and the facilities required for each unit. JADUs can be no more than 500 square feet in size and must be contained entirely within the residence on the parcel whereas ADUs may be larger in size and can either be attached or detached to the single or multi-family dwelling on the parcel. Another important difference is that ADUs must contain full kitchen and bath facilities while JADUs only require limited kitchen facilities and can share bath facilities with the primary residence. The necessary components of a JADU kitchen are: a cooking facility with appliances and a food preparation counter and storage cabinets of reasonable size in relation to the size of the ADU.

Ministerial Approval of ADUs and JADUs

State law requires local agencies to ministerially approve permits for ADUs and JADUs if certain conditions are met. In accordance with state law requirements, this Ordinance would provide for ministerial review of qualifying ADU and JADU applications and corresponding building permit applications. This means that the City would not exercise discretionary review over any qualifying ADU or JADU application - i.e. these ADU/JADU applications and associated building permit applications *must* be approved if they satisfy the requirements in the Ordinance - nor would any public hearings be held for ADU or JADU applications. The requirements that ADUs and JADUs must meet vary depending on the type ADU and/or JADU proposed and are discussed in more detail below.

These changes reflect amendments made to Government Code Sections 65852.2 and 65852.22, which require local agencies to process ADU and JADU applications ministerially.

"Building Permit Only" Applications

This Ordinance would further provide that ADUs and JADUs that satisfy Building Code, Residential Code, and Fire Code standards in addition to the Ordinance's development standards, covenant requirements, and utilities provisions need only submit a building permit application with the City's Building and Safety Department to obtain development approval; a separate accessory dwelling unit application submitted to the Community Development Department would not be required.

Requirements and Standards for ADUs/JADUs

Pursuant to the state law requirement that local agencies ministerially approve ADU or JADU building permit applications if the ADU or JADU meets certain conditions, this Ordinance specifies the conditions that ADUs and JADUs must meet. Currently, CMC Section 30-11.2 imposes some location, lot size, unit size and development standards for all "secondary dwelling units." The proposed changes would expand and clarify the standards for ADUs and JADUs. The standards would vary slightly depending on the type of ADU or JADU proposed (e.g. ADU/JADU within a primary dwelling or existing structure vs. detached new construction of an ADU). Below is an explanation of the standards that would be required of all ADUs/JADUs as well as the development standards specific to ADUs and JADUs:

Covenant Requirement

The proposed Ordinance would require property owners to record a declaration of restrictions, to be approved by the City Attorney, on the property. The required covenant would place the following restrictions on the property, the property owner and all successors in interest: (1) the ADU or JADU cannot be sold, transferred, or assigned separately from the Primary Dwelling but may be rented, (2) the ADU cannot be used for short term rentals (less than 30 consecutive days), and (3) if there is a JADU on the property, the owner of record must occupy either the JADU or the Primary Dwelling. (Note: the owner occupancy requirement only applies to JADUs because state law specifically precludes local governments from requiring owner occupancy where ADUs - as opposed

to JADUs - are involved). Recording the covenant would be a precondition to receiving a Certificate of Occupancy for an ADU or JADU and would be required for all building permit only approval applicants (see "Accessory Dwelling Unit Application Not Required for Certain ADUs and JADUs" above).

Fees and Utility Connections Regulations
This Ordinance would also require ADUs and JADUs to have adequate water and sewer services provided by either the points of connection for the Primary Dwelling or a separate set of services. The City would retain the right to charge a connection fee or capacity charge proportionate to the burden of the proposed ADU. Additionally, the Ordinance would make clear that the owner of an ADU or JADU must pay all sewer, water and other applicable fees related to the provision of sewer and water services to the ADU or JADU. Compliance with the fees and utility connections provisions of this Ordinance would be necessary to qualify for building permit only approval (see "Accessory Dwelling Unit Application Not Required for Certain ADUs and JADUs" above).

Standards for JADUs
In accordance with the standards set forth in Government Code Section 65852.22, the proposed Ordinance would set building and development requirements for JADUs. The requirements would ensure that JADUs be contained entirely within the walls of a single-family dwelling, and include certain amenities and facilities for habitation. Compliance with these requirements would be required for those seeking building permit only approval (see "Accessory Dwelling Unit Application Not Required for Certain ADUs and JADUs" above).

Standards for ADUs
The proposed Ordinance would also impose development standards specific to ADUs, as opposed to JADUs. All ADUs, except those that qualify for building permit only approval, would be required to comply with all of the ADU development standards enumerated in the Ordinance. Standards include location, size, and height restrictions, setback, lot coverage and open space requirements, and design and safety standards. In the RA Zone only, the Ordinance allows ADUs to exceed the maximum size restrictions upon obtaining receiving administrative approval through the City's Architectural Review process.

<u>Parking Exceptions for ADUs</u>
CMC Section 30-11.2(c)(5) requires "secondary dwelling units" to meet certain parking requirements aimed at ensuring adequate parking despite additional residential units on a given lot. This Ordinance would amend those requirements in accordance with SB 13, which prohibits local agencies from the imposing parking requirements on ADUs that are in close proximity to public transit, or that replace existing parking structures on a premises (e.g. a garage, carport, covered parking structure).

The proposed changes would require one off-street parking space for each ADU subject to a list of exceptions that comport with state law. Exceptions would include: ADUs located close to Public Transit, city-approved spaces for car share vehicles, and ADUs located within a historic district, as well as ADUs where on-street parking permits are required but not offered to an ADU occupant, and ADUs that are part of a proposed or existing Primary

Dwelling or accessory structure. Practically speaking, the instances in which a parking space can be required will be limited. In the City of Compton, no parking spaces can be required due to the proximity of the many bus lines and light rail Blue line.

ENVIRONMENTAL REVIEW

Staff has reviewed the Ordinance to for compliance with California Environmental Quality Act (CEQA) and the State CEQA guidelines. The Ordinance is exempt from CEQA review pursuant to Public Resources Code Section 21080.17 and California Code of Regulations Title 14, Section

15282(h), the latter which statutorily exempts from CEQA, "*The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code*." To the extent any provisions of this Ordinance are not exempt pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), the provisions are not subject to CEQA because it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment.

FINANCIAL IMPACT

None.

RECOMMENDATION

Based on the analysis contained in this report, staff believes the proposed ADU Ordinance would benefit the City by establish written objective regulations governing the construction of ADU's. As such, staff is recommending that the City Council approve the attached ordinance.

ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK SIMPSON
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 30-11.2 (SECONDARY DWELLING UNITS) OF CHAPTER 30 (ZONING) OF THE COMPTON MUNICIPAL CODE TO REGULATE ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DELETING REFERENCES TO SECONDARY DWELLING UNITS, AND FINDING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, effective January 1, 2020, Senate Bill 13 ("SB 13"), Assembly Bill 68 ("AB 68"), and Assembly Bill 881 ("AB 881") amended Government Code Sections 65852.2 and 65852.22 to further limit the standards cities may impose on accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"). In 2021, Government Code Section 65852.2 was amended again with the enactment of AB 3182 and SB 1030.

WHEREAS, this Ordinance updates the City's local standards to comply with the revisions to state law.

WHEREAS, the Planning Commission considered this Ordinance on October 13, 2021, at a duly noticed public hearing, as prescribed by law, at which time City Staff and interested persons had an opportunity to and did testify either in support or against this matter.

WHEREAS, at the conclusion of the Planning Commission hearing and after due consideration of the testimony, the Planning Commission adopted Resolution No. 4026, recommending approval of the Ordinance by the City Council.

WHEREAS, the City Council, at a regular meeting, considered the Ordinance on December 7 2021, at a duly noticed public hearing, as prescribed by law, at which time City Staff and interested persons had an opportunity to and did testify either in support or against this matter.

WHEREAS, following the public hearing, the City Council considered the entire record of information received at the public hearings before the Planning Commission and City Council.

WHEREAS, the City Council adopts this Ordinance under the authority provided in the City's Charter and by Article XI, Section 5 of the California Constitution, and the requirements provided herein are directly related to the City's purpose of protecting the health, safety, and welfare of its residents, businesses, and visitors.

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

Section 1. The City Council finds that the adoption of this Ordinance is consistent with the City's General Plan, as required by state law, because this Ordinance fulfills General Plan Housing Element Program 8 and Goal 1, Policy 1.2.

Section 2. Section 30-11.2 (Secondary Dwelling Units) of Chapter 30 (Zoning) of the Compton Municipal Code is hereby amended in its entirety to read as follows:

"30-11.2 Accessory Dwelling Units.

This section establishes standards for the development of accessory dwelling units and junior accessory dwelling units in accordance with Sections 65852.2 and 65852.22 of the California Government Code.

a. Definitions. For the purposes of this section, the following definitions apply:

1. “Accessory Dwelling Unit” or “ADU” has the same meaning ascribed in Government Code Section 65852.2, as the same may be amended from time to time.

2. “Attached ADU” means an ADU that shares a common wall with the Primary Dwelling.

3. “Detached ADU” means an ADU that is constructed as a separate structure from the Primary Dwelling, which does not share any walls with the Primary Dwelling.

4. “Existing structure” means an existing single-family dwelling or other accessory structure that can be safely converted into habitable space under the California Building Standards Code, as amended by the City, and other applicable law.

5. “Junior accessory dwelling unit” or “JADU” has the same meaning ascribed in Government Code Section 65852.22, as the same may be amended from time to time.

6. “Primary Dwelling,” for purposes of this section, means the existing or proposed single-family dwelling on the lot where an ADU would be located.

7. “Public transit,” for purposes of this section, has the meaning ascribed in Government Code Section 65852.2(j), as the same may be amended from time to time.

b. Building permit approval only.

1. A separate accessory dwelling unit application is not required to be filed with the City’s Planning Division for an ADU or JADU that satisfies the requirements of all of the following: paragraph 2 of subsection b herein; subsections c, d, and e of this section; and the Building Code, Residential Code, and Fire Code standards incorporated into the Compton Municipal Code. A Building Permit application is required to be filed with the Building and Safety Department.

2. Pursuant to Government Code Section 65852.2(e), the City shall ministerially approve an application for a building permit on a lot that is zoned to allow single family or multi-family residential use as a by-right land use to create any of the following:

(a) A JADU within the Primary Dwelling, and an ADU within the Primary Dwelling or an ADU within an existing accessory structure. One ADU and one JADU per lot with a proposed or existing single-family dwelling is allowed if all of the following apply:

(1) The JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling and the ADU is within either the existing or proposed space of a single-family dwelling or an existing accessory structure. An ADU built in an existing accessory structure may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. Such an expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(a) The space has exterior access from the proposed or existing single-family dwelling.

(b) The side and rear setbacks are sufficient for fire and safety.

(c) The JADU complies with the requirements of Government Code Section 65852.22 and with the requirements set forth in subsections c, d, and e of this section.

(b) Detached new construction ADU for Primary Dwelling. This ADU may be combined with a JADU described in subparagraph (a) above. One detached, new construction ADU for a lot with a proposed or existing single-family dwelling if all of the following apply:

(1) The ADU shall be no more than 800 square feet in size.

(2) The ADU shall not exceed a height limit of 16 feet.

(3) The ADU shall be set back a minimum of four feet from side and rear lot lines.

(c) ADU within non-livable space in existing multifamily structure. One ADU within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. If requested, more than one ADU shall be allowed, up to the number of ADUs that equals 25 percent of the existing multifamily dwelling units in the structure.

(d) Detached new construction ADUs for existing multifamily dwellings are limited to not more than two detached ADUs located on a lot that has an existing multifamily building. Multiple separate residential structures on the same lot do not qualify as a multi-family building. Detached ADUs subject to a height limit of 16 feet and minimum four-foot rear and side setbacks.

c. Standards for JADUs. In accordance with the standards set forth in Government Code Section 65852.22, JADUs shall comply with the following requirements, unless State law is amended to set forth different standards in which case State law standards will govern:

1. A JADU shall be a minimum of 150 square feet and a maximum of 500 square feet of gross floor area. The gross floor area of a shared sanitation facility shall not be included in the maximum gross floor area of a JADU.

2. A JADU must be contained entirely within the walls of the existing or proposed single-family dwelling.

3. A separate exterior entry from the main entrance to the single-family dwelling shall be provided to serve a JADU.

4. A JADU may include separate sanitation facilities, or may share sanitation facilities with the existing single-family dwelling. If the JADU shares sanitation facilities with the single-family dwelling, there shall be interior access between the two units.

5. A JADU shall include an efficiency kitchen which shall include all of the following:

(a) A cooking facility with appliances.

(b) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

6. No additional parking is required for a JADU.

d. Covenant required. Prior to the issuance of a Certificate of Occupancy for an ADU or JADU, the property owner shall record a declaration of restrictions, in a form approved

by the City Attorney, placing the following restrictions on the property, the property owner, and all successors in interest:

1. The ADU or JADU shall not be sold, transferred, or assigned separately from the Primary Dwelling, but may be rented.

2. The ADU shall not be used for short term rentals for less than 30 consecutive days.

3. If there is a JADU on the property, either the JADU or Primary Dwelling shall be occupied by the owner of record.

e. Fees and utility connections.

1. ADUs and JADUs shall have adequate water and sewer services. These services may be provided from the water and sewer points of connection for the Primary Dwelling and not be a separate set of services. For an ADU that is not a conversion of an existing space, a separate utility connection directly between the accessory dwelling unit and the utility may be required. Consistent with Government Code Section 65852.2(f), the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed ADU.

2. The owner of an ADU or JADU shall be subject to the payment of all sewer, water and other applicable fees, including impact fees set forth in Government Code Section 66000 et seq., except as follows:

(a) ADUs that are less than 750 square feet shall not be subject to impact fees.

(b) ADUs that are 750 square feet or more shall be charged impact fees that are proportional in relation to the square footage of the Primary Dwelling.

f. In accordance with State law, ADUs are an accessory use or an accessory structure to the Primary Dwelling on the lot. ADUs shall not be considered to exceed the allowable density for the lot.

g. Accessory dwelling unit applications subject to administrative approval shall be processed within the timelines established by California Government Code Section 65852.2. The City shall act upon the accessory dwelling unit permit within 60 days of receiving a complete application, or in accordance with the deadline required by Government Code Section 65852.2, as the same may be amended from time to time. Notice of decision on the application shall be mailed to the applicant. The decision of the Community Development Director shall be final.

h. If the proposed ADU does not fall under subsection b herein, the Community Development Director, or the Director's designee, shall ministerially review and approve an ADU application, provided that the submitted application is complete and demonstrates that the ADU complies with the requirements contained in this section and any other applicable law. A public hearing is not required.

i. Where an application for an ADU or JADU is submitted with an application for a Primary Dwelling that is subject to discretionary review under the Compton Municipal Code, the application shall be processed in accordance with this section, separately without discretionary review or a public hearing, following action on the portion of the project subject to discretionary review.

j. Standards for ADUs. Except for those ADUs approved pursuant to subsection b of this section ("Building Permit Approval Only"), ADUs shall comply with the following development standards:

1. Location Restrictions:

(a) One ADU shall be allowed by right on a lot with a proposed or existing Primary Dwelling that is zoned to allow single family or multi-family residential use.

(b) One ADU shall be allowed on a lot with a proposed new multi-family structure.

2. Development Standards:

(a) Size restrictions.

(1) Maximum Size. If there is an existing Primary Dwelling, an Attached ADU shall not exceed fifty percent (50%) of the gross floor area of the Primary Dwelling. An Attached ADU that is proposed with a new Primary Dwelling

or with a new multi-family structure shall not exceed 850 square feet in gross floor area for a studio or one-bedroom unit, or 1,000 square feet in gross floor area if more than one bedroom. A Detached ADU shall not exceed 850 square feet in gross floor area for a studio or one-bedroom unit, or 1,000 square feet in gross floor area if more than one bedroom.

(2) Maximum Size in the RA Zone. On a conforming lot in the RA zone, an ADU may exceed the aforementioned maximum sizes, not to exceed 1,200 square feet in gross floor area, regardless of the number of bedrooms. For any ADU that exceeds 800 square feet, the combined square footage of all residential living area onsite shall not exceed 3,000 square feet.

(3) Minimum Size. In no case shall an ADU be less than an “efficiency unit” as defined in Health and Safety Code Section 17958.1 with respect to square footage.

(b) Height restrictions. A Detached ADU shall not exceed 16 feet in height, and an Attached ADU shall not exceed the height of the Primary Dwelling or proposed multi-family structure, unless the ADU is constructed above a garage, in which case the structure shall not exceed 30 feet.

(c) Setbacks. No setback shall be required for an ADU that is built within an Existing Structure or for a new ADU that is constructed in the same location and with the same dimensions as an Existing Structure. For all other ADUs, the required minimum setback from side and rear lot lines shall be four feet. An ADU shall comply with all required front yard setbacks otherwise required by the Compton Municipal Code.

(d) Lot Coverage and Open Space. An ADU shall conform to all lot coverage and open space requirements applicable to the zoning district in which the property is located, except where the application of the lot coverage or open space regulations would not permit construction of an 800 square foot ADU that is 16 feet in height with at least four-foot side and rear yard setbacks.

(e) Design. The architecture, colors, and materials of the ADU shall match that of the Primary Dwelling or new multi-family structure, and shall comply with any objective design standards adopted by the City that are applicable to the zoning district or Specific Plan area where the ADU is located. ADUs shall comply with the following:

(1) For new detached ADUs approved pursuant to the local ADU process, the ADU must include indentations and/or projections provided that there are at least 8-inches in depth on at least two of the exterior walls to break up flat planes. The interior wall height shall be at least 7 feet tall.

(2) Landscaping around a detached ADU must be drought-tolerant or low water-using plants that utilize a variety of drought tolerant resistant grasses, turf substitutes, or ground covers that maintain a living, continuous planting area, and provide screening between the ADU and adjacent parcels. *Desert landscape or rock garden designs* are not allowed. No artificial planting turf or plant materials are permitted.

(3) All windows shall have a wood or stucco window surround or frame or similar architectural feature with a minimum width of four (4) inches.

(4) The main entrance to an ADU shall have a covered porch with minimum dimensions of four feet by four feet (3'x3'), however no such covered porch shall be required if it would have the effect of precluding the development of an ADU in light of the required setbacks.

(5) The roof shall have a minimum pitch of 3/12.

(f) Exterior access. An ADU shall have a separate exterior entrance. Entrances shall be on the side or rear elevations of the ADU and shall not be visible from the right-of-way.

(g) Addresses. ADUs must have clear addressing visible from the street, and shall be at least 4 inches high. Addresses also shall be included on the curb next to the primary dwelling address number.

(h) Fire sprinklers. ADUs are required to provide fire sprinklers if they are required for the Primary Dwelling or proposed multi-family structure.

3. Parking Requirements:

(a) In addition to the off-street parking space(s) required for the Primary Dwelling or newly proposed multi-family structure, one off-street parking space shall be provided for each ADU, except when:

(1) The ADU is located within one-half mile walking distance of Public Transit;

(2) The ADU is located within an architecturally and historically significant historic district;

(3) The ADU is part of a proposed or existing Primary Dwelling or accessory structure;

(4) The ADU is located in an area where on-street parking permits are required but not offered to an ADU occupant; or

(5) The ADU is located within one block of a city-approved and dedicated parking space for a car share vehicle.

(b) When the ADU is created by converting or demolishing a garage, carport or covered parking structure, replacement of parking space(s) eliminated by the construction of the ADU shall not be required as long as the ADU remains in use as a legal ADU.

(c) When required, the parking space may be provided in the side or rear setback areas or as tandem parking, provided no vehicle parks on or blocks any public or private sidewalk or any other pedestrian path or street.

k. Other provisions:

1. Recreational trailers are not permitted to be used as ADUs. This includes, but is not limited, to recreational vehicles and mobile/motor homes.

2. All structures onsite prior to construction of any ADU or JADU must be legally built structures with all required permits, inspections, and no outstanding code violations. The conversion of an illegally constructed garage or accessory structure, which was constructed prior to January 1, 2021, shall be exempt from this provision for a period of 24 months after adoption of this provision so long as the applicant obtains a building permit and complies with all necessary requirements, as provided in subdivision 'b' herein.

3. If a garage on the same property as a single family detached residence is converted to an ADU, future additions to the primary residence shall be limited to three hundred (300) square feet."

Section 3. CEQA. The City Council finds and determines that this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) because this Ordinance implements the provisions of Government Code Section 65852.2 and is therefore exempt from CEQA pursuant to Public Resources Code Section 21080.17 and California Code of Regulations Title 14, Section 15282(h). To the extent that any provisions of this Ordinance are not exempt pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), the amendments are not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 5. Submittal of Ordinance. The Community Development Director shall submit a copy of the Ordinance to the Department of Housing and Community Development within 60 days after adoption of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk is directed to certify to the enactment of this Ordinance and to cause this Ordinance to be published and/or posted 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 L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance 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 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

ITEM 4A

Community Development Department - Planning Division

205 S. Willowbrook Ave., Compton, CA 90220 (310) 605-5532 www.comptoncity.org

STAFF REPORT

CASE NO(S).	**ZONE TEXT AMENDMENT CASE NO. 2021-005**
LOCATION	**CITYWIDE**
REQUEST	**ZONE TEXT AMENDMENT TO AMEND CHAPTER 30 OF THE COMPTON MUNICIPAL CODE RELATED TO CAR WASHES, EMERGENCY SHELTERS, AND PERSONAL STORAGE FACILITIES.**
HEARING DATE	**OCTOBER 13, 2021**
APPLICANT	**CITY OF COMPTON**

REQUESTED ACTION/PROJECT DESCRIPTION

The City of Compton is proposing a Zone Text Amendment to amend Compton Municipal Code (CMC) Sections 30-3, 30-7, 30-8, 30-9, 30-10, 30-12, 30-13, 30-14, 30-21 and 30-26. These changes would limit the establishment of car washes and personal storage facilities to the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones, prohibit emergency shelters from residential and commercial zones and amend the list of uses that are conditionally permitted in any zone within the City.

ANALYSIS

The proposed amendments would not result in new uses being introduced to the City. The amendment would, however, change the zones car washes and personal storage facilities are permitted, clarify that emergency shelters are not
permitted in residential zones, and remove certain uses from the list of conditionally permitted uses in any zone citywide. The proposed redlined code changes are contained in Exhibit 3;

Car Washes

Car washes, including fully automated (express and full-service), self-service, and hand car washes are permitted in the Limited Commercial (C-L) and Commercial Manufacturing (C-M) zones, subject to approval of a Conditional Use Permit (CUP). The C-L and C-M zones are typically located along the City's major roadways, providing a convenient option for the operations of the car washes. Nevertheless, the operation of car washes also results in traffic, noise, and aesthetic impacts on surrounding land uses. Since the C-L and C-M zones are adjacent to residential zones, these impacts can fall onto the residential areas. To minimize the potential for impacts, the proposed amendment would amend CMC Sections 30-12.2.b (Conditionally permitted uses in the C-L zone) and 30-13.2.a (Permitted uses in the C-M zone); thereby no longer

allowing car washes within these two zones. The amendment would also amend CMC Section 30-14.2.b (Conditionally permitted uses in the M-L zone) to add car washes as a conditionally permitted use in the M-L zone. Since uses that are permitted in the M-L zone are also permitted in the M-H zone, car washes would also be permitted in the M-H zone.

Emergency Shelters

April 7, 2020, the City Council adopted Ordinance No. 2318, which established a new emergency shelter overlay zone. The overlay includes the parcels of land bounded by Alameda Street on the West, Artesia Boulevard on the south, Compton Creek-East Branch on the east and Alondra Boulevard on the north. These properties are not zoned residential; however, it would be prudent to clarify that emergency shelters are not an appropriate use within residential zones. Accordingly, the proposed amendment would add a definition for emergency shelters to CMC Section 30-3, as well as add emergency shelters to the list of prohibited uses in the Residential Agriculture (R-A) zone (CMC Section 30.7.2.c), Low-Density Residential (R-L) zone (CMC Section 30.8.2.c), Medium-Density Residential (R-M) zone (CMC Section 30.9.2.c), and High-Density Residential (R-H) zone (CMC Section 30.10.2.c). This amendment would not impact the ability to establish an emergency shelters, in the industrial zones, just clarify they cannot be established in residential zones.

Commented [RD1]:

Personal Storage Facilities

CMC Section 30-26.3 specifies uses, including personal storage facilities, that are permitted in any zone, subject to the approval of a CUP. Like car washes, personal storage facilities can impact surrounding land uses with an increase in traffic and noise. Additionally, personal storage facilities can be illegally used to store hazardous materials. The proposed Zone Text Amendment would amend CMC Section 30-26.3 to remove personal storage facilities as a CUP potential use in any zone. The amendment would also amend CMC Section 30.14.2.b to add personal storage facilities to uses that are allowed in the M-L zone; and subsequently the M-H zone, subject to the approval of a CUP.

Additionally, code section 30-21 Off Street Parking relating to self-storage facilities will be amended to better accommodate the actual parking demand. Presently the zoning code requires self-storage facilities to be provide parking at a ratio of one space per 1000 square feet of floor space. However, self-storage facilities do not generate the amount of parking the zoning code requires. The parking studies submitted frequently show a parking demand far less than one space per 1000 square feet. Therefore staff is amending the self-storage parking requirement to one determined by individual parking study. Staff has had several discussions with self-storage developers all stating that the code required parking ratio is excessively high and instead opt to perform a parking study. Staff therefore is proposing to require that all self-storage parking shall be determined by a parking study approved by the Planning Commission as part of the CUP. This new requirement will stream line the CUP review process and recognize the very low trip generation rates of self-storage facilities while still maintaining adequate parking.

Citywide uses permitted with a CUP

As previously noted, CMC Section 30-26.3 specifies uses that can be permitted in any zone within the City with a CUP. The following additional non-substantive changes are proposed to CMC Section 30-26.3:

- Delete “Circuses and Circus Quarters” from the list of uses. Circuses will remain permitted in the C-L zone with approval of the CUP.
- Delete “Dairies and Domestic and Wild Animal Farms” from the list of uses. These uses are no longer common and not needed within the City.
- Change “Rest Homes” to “Nursing Facilities,” and add “Adult Living Facilities” which is an update to the terminology.

- Change “Riding Academies” to “Equestrian Facilities,” which is an update to the terminology.

ENVIRONMENTAL REVIEW

Staff has reviewed the Project to for compliance with California Environmental Quality Act (CEQA) and the State CEQA guidelines. The Zone Text Amendment is exempt from CEQA review pursuant to 14 California Code of Regulations Section 15061(b)(3), which states “*The activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA*.” Since the Zone Text Amendment will not introduce new land uses to the City and only realigns land uses among the zones, approval of the amendment would not result in a significant effect on the environment.

NOTICING

This case was properly noticed in accordance with California Government Code 65091, Public Resources Code, Division 13 §21000 et seq. and Compton Municipal Code Sections 30-26 and 30-28. The public hearing notice was published in the ComptonBulletin on September 15th and 22nd, 2021, as a $^{1}/_{8}^{th}$ page ad. As of the date this report was printed, no correspondence either for or against the project have been received.

FINDINGS

In order to recommend approval of the Zone Text Amendment, the Planning Commission must adopt the following findings:

1. The Zone Text Amendment is consistent with the purpose of Chapter 30 of the Compton Municipal Code to promote the growth of the City in an orderly manner and to promote and protect the public health, safety, and general welfare.

   Ensuring car washes, emergency shelters, and personal storage facilities are developed in the appropriate zones prevent potential impacts to residential neighborhoods. Providing separation between these uses and residential uses would result in lower traffic and noise impacts to residential zones, thus protecting the health, safety, and welfare of the community.

2. The zoning ordinance amendment is consistent with, and will implement, the following goals of the General Plan:

   Land Use Element Goal 2.0: “Maintain a balanced and diversified distribution of land use in Compton.” The amendment would continue to maintain car washes, emergency shelters, and personal storage facilities as permitted uses in the City. Emergency shelters would be allowed within the Emergency Shelter Overlay Zone, Limited Commercial and Manufacturing zones, while car washes and personal storage facilities would be permitted in the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones. These changes would maintain the current balance of permitted land uses in the City, while ensuring land uses are distributed in an appropriate manner to minimize potential impacts onto adjoining properties.

   Economic Development Element Goal 5.0: “Actively create single-family detached market rate housing in the City through every means possible to increase community income and property values.” The proposed amendment would result in emergency shelters and personal storage facilities no longer be permitted in residential zones. While this amendment does not create new single-family zone property, it does ensure existing residential zoned property will not utilized by these non-residential uses.

Noise Element Goal 3.0: “Minimize noise spillover from commercial and industrial uses into nearby residential neighborhoods.” The amendment would remove car washes as a permitted use in the Limited Commercial (C-L) and Commercial Manufacturing (C-M) zones and instead allow them in the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H). This change would provide further separation between the car washes and residential uses, thus reducing the potential of noise spillover into the residential neighborhoods.

3. The proposed municipal code amendment will not be detrimental or incompatible with the other chapters of the zoning code nor authorize land uses incompatible with the established land uses in the City.

   The amendment would not result in the establishment of new uses in the City. Instead, the amendment would reclassify emergency shelters and personal storage facilities too no longer be permitted in residential zones. It would further establish car washes and personal storage facilities as a permitted uses in only the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones.

RECOMMENDATION

Based on the analysis contained in this report, staff believes the proposed Zone Text Amendment would benefit the City by maintaining a balance in land uses and locating certain land uses such as Self-storage, car washes and emergency shelters to compatible zones where potential adverse impacts will not be directed toward residential land uses or high visibility thoroughfares. Therefore staff is recommending that the Planning Commission recommend approval to the City Council of the attached Self-Storage, Car Wash and Emergency Shelter ordinance:

EXHIBITS

1. Planning Commission Resolution No. 4021
2. Draft City Council Ordinance

DECEMBER 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 30-3, 30-7, 30-8, 30-9, 30-10, 30-12, 30-13, 30-14, AND 30-26 OF CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE RELATED TO CAR WASHES, EMERGENCY SHELTERS, AND PERSONAL STORAGE FACILITIES

SUMMARY

The City of Compton is proposing a Zone Text Amendment to amend Compton Municipal Code (CMC) Sections 30-3, 30-7, 30-8, 30-9, 30-10, 30-12, 30-13, 30-14, 30-21 and 30-26. These changes would limit the establishment of car washes and personal storage facilities to the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones, prohibit emergency shelters from residential and commercial zones and amend the list of uses that are conditionally permitted in any zone within the City.

STATEMENT OF THE ISSUE

The proposed amendments would not result in new uses being introduced to the City. The amendment would, however, change the zones car washes and personal storage facilities are permitted, clarify that emergency shelters are not permitted in residential zones, and remove certain uses from the list of conditionally permitted uses in any zone citywide. The proposed redlined code changes are contained in Exhibit 3;

Car Washes

Car washes, including fully automated (express and full-service), self-service, and hand car washes are permitted in the Limited Commercial (C-L) and Commercial Manufacturing (C-M) zones, subject to approval of a Conditional Use Permit (CUP). The C-L and C-M zones are typically located along the City's major roadways, providing a convenient option for the operations of the car washes. Nevertheless, the operation of car washes also results in traffic, noise, and aesthetic impacts on surrounding land uses. Since the C-L and C-M zones are adjacent to residential zones, these impacts can fall onto the residential areas. To minimize the potential for impacts, the proposed amendment would amend CMC Sections 30-12.2.b (Conditionally permitted uses in the C-L zone) and 30-13.2.a (Permitted uses in the C-M zone); thereby no longer allowing car washes within these two zones. The amendment would also amend CMC Section 30-14.2.b (Conditionally permitted uses in the M-L zone) to add car washes as a conditionally permitted use in the M-L zone. Since uses that are permitted in the M-L zone are also permitted in the M-H zone, car washes would also be permitted in the M-H zone.

Emergency Shelters

April 7, 2020, the City Council adopted Ordinance No. 2318, which established a new emergency shelter overlay zone. The overlay includes the parcels of land bounded by Alameda Street on the West, Artesia Boulevard on the south, Compton Creek-East Branch on the east and Alondra Boulevard on the north. These properties are not zoned residential; however, it would be prudent to clarify that emergency shelters are not an appropriate use within residential zones. Accordingly, the proposed amendment would add a definition for emergency shelters to CMC Section 30-3, as well as add emergency shelters to the list of prohibited uses in the Residential Agriculture (R-A) zone (CMC Section 30.7.2.c), Low-Density Residential (R-L) zone (CMC Section 30.8.2.c), Medium-Density Residential (R-M) zone (CMC Section 30.9.2.c), and High-Density Residential (R-H) zone (CMC Section 30.10.2.c). This amendment would not impact the ability to establish an emergency shelters, in the industrial zones, just clarify they cannot be established in residential zones.

Personal Storage Facilities

CMC Section 30-26.3 specifies uses, including personal storage facilities, that are permitted in any zone, subject to the approval of a CUP. Like car washes, personal storage facilities can impact surrounding land uses with an increase in traffic and noise. Additionally, personal storage facilities can be illegally used to store hazardous materials. The proposed Zone Text Amendment would amend CMC Section 30-26.3 to remove personal storage facilities as a CUP potential use in any zone. The amendment would also amend CMC Section 30.14.2.b to add personal storage facilities to uses that are allowed in the M-L zone; and subsequently the M-H zone, subject to the approval of a CUP.

Additionally, code section 30-21 Off Street Parking relating to self-storage facilities will be amended to better accommodate the actual parking demand. Presently the zoning code requires self-storage facilities to be provide parking at a ratio of one space per 1000 square feet of floor space. However, self-storage facilities do not generate the amount of parking the zoning code requires. The parking studies submitted frequently show a parking demand far less than one space per 1000 square feet. Therefore, staff is amending the self-storage parking requirement to one determined by individual parking study. Staff has had several discussions with self-storage developers all stating that the code required parking ratio is excessively high and instead opt to perform a parking study. Staff therefore is proposing to require that all self-storage parking shall be determined by a parking study approved by the Planning Commission as part of the CUP. This new requirement will stream line the CUP review process and recognize the very low trip generation rates of self-storage facilities while still maintaining adequate parking.

Citywide uses permitted with a CUP

As previously noted, CMC Section 30-26.3 specifies uses that can be permitted in any zone within the City with a CUP. The following additional non-substantive changes are proposed to CMC Section 30-26.3:

- Delete “Circuses and Circus Quarters” from the list of uses. Circuses will remain permitted in the C-L zone with approval of the CUP.

- Delete “Dairies and Domestic and Wild Animal Farms” from the list of uses. These

uses are no longer common and not needed within the City.

- Change “Rest Homes” to “Nursing Facilities,” and add “Adult Living Facilities” which is an update to the terminology.
- Change “Riding Academies” to “Equestrian Facilities,” which is an update to the terminology.

Planning Commission Decision

The Planning Commission conducted its public hearing and received testimony from persons speaking either for or against the project. Upon conclusion of the public hearing, the Planning Commission voted to recommend approval to the City Council of Zoning Text Amendment 21-005

Environmental Determination

The proposed ordinance was reviewed for compliance with California Environmental Quality Act (CEQA) and the State CEQA guidelines. The Zone Text Amendment is exempt from CEQA review pursuant to 14 California Code of Regulations Section 15061(b)(3), which states “*The activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA*.” Since the Zone Text Amendment will not introduce new land uses to the City and only realigns land uses among the zones, approval of the amendment would not result in a significant effect on the environment.

FINANCIAL IMPACT

None.

RECOMMENDATION

Based on the analysis contained in this report, staff believes the proposed Zone Text Amendment would benefit the City by maintaining a balance in land uses and locating certain land uses such as Self-storage, car washes and emergency shelters to compatible zones where potential adverse impacts will not be directed toward residential land uses or high visibility thoroughfares.

Therefore, staff is recommending approval to the City Council of the attached Self-Storage, Car Wash and Emergency Shelter ordinance:

ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FOWARDING:

RONERICK SIMPSON
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 30-3, 30-7, 30-8, 30-9, 30-10, 30-12, 30-13, 30-14, AND 30-26 OF CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE RELATED TO CAR WASHES, EMERGENCY SHELTERS, AND PERSONAL STORAGE FACILITIES

WHEREAS, the City of Compton maintains a comprehensive zoning ordinance, which among other things, encourages the most appropriate use of land for the orderly development of the City. From time to time, it is necessary to amend the comprehensive zoning ordinance to ensure permitted uses are in the appropriate zones; and

WHEREAS, on April 7, 2020, the City Council of the City of Compton adopted Ordinance No. 2318 to amend the zoning ordinance, thereby establishing an emergency shelter overlay zone that allows emergency shelters by right in certain parts of the City. While this ordinance did not authorize emergency shelters to operate in residential zones, it does not explicitly prohibit them; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 13, 2021, at the conclusion of which, adopted Resolution No. 4027, recommending approval of the zoning ordinance amendment; and

WHEREAS, after consideration of all applicable staff reports and all public testimony and evidence presented at the public hearing, the City Council does hereby make the following findings regarding the Zoning Text Amendment:

1. The Zone Text Amendment is consistent with the purpose of Chapter 30 of the Compton Municipal Code to promote the growth of the City in an orderly manner and to promote and protect the public health, safety, and general welfare. Ensuring car washes, emergency shelters, and personal storage facilities are developed in the appropriate zones preventing potential impacts to residential neighborhoods. Providing separation between these uses and residential uses would result in lower traffic and noise impacts to residential zones, thus protecting the health, safety, and welfare of the community;

2. The zoning ordinance amendment is consistent with, and will implement, the following goals of the General Plan:

   Land Use Element Goal 2.0: “Maintain a balanced and diversified distribution of land use in Compton.” The amendment would continue to maintain car washes, emergency shelters, and personal storage facilities as permitted uses in the City. Emergency shelters would be allowed within the Emergency Shelter Overlay Zone, Limited Commercial zone, while car washes and personal storage facilities would be permitted in the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones. These changes would maintain the current balance of permitted land uses in the City, while ensuring land uses are distributed in an appropriate manner to minimize potential impacts onto adjoining properties.

   Economic Development Element Goal 5.0: “Actively create single-family detached market rate housing in the City through every means possible to increase community income and property values.” The proposed amendment would result in emergency shelters and personal storage facilities no longer be permitted in residential zones. While this amendment does not create new single-family zone property, it does ensure existing residential zoned property will not be utilized by these non-residential uses.

   Noise Element Goal 3.0: “Minimize noise spillover from commercial and industrial uses into nearby residential neighborhoods.” The amendment would remove car washes as a permitted use in the Limited Commercial (C-L) and Commercial Manufacturing (C-M) zones and instead allow them in the Limited

Manufacturing (M-L) and Heavy Manufacturing (M-H). This change would provide further separation between the car washes and residential uses, thus reducing the potential of noise spillover into the residential neighborhoods;

3. The proposed municipal code amendment will not be detrimental or incompatible with the other chapters of the zoning code nor authorize land uses incompatible with the established land uses in the City. The amendment would not result in the establishment of new uses in the City. Instead, emergency shelters and personal storage facilities no longer be permitted in residential zones. It would establish that car washes and personal storage facilities would be permitted use in the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA) and the state CEQA guidelines, the City Council, based on its independent judgement, finds adoption of this zoning ordinance amendment is exempt from CEQA review pursuant to 14 California Code of Regulations Section 15061(b)(3). The zoning ordinance amendment will not introduce new land uses to the City, nor will it eliminate land uses from the City. This minor realignment of land uses does not have the potential for causing a significant effect on the environment.

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

Section 1. The City Council hereby amends Section 30-3 of Chapter 30 of the Compton Municipal Code to add the definition for Emergency Shelters to the alphabetical list of definitions, to read as follows:

EMERGENCY SHELTER

Shall mean housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay as defined by California Health and Safety Code 50801(e).

Section 2. The City Council hereby amends Subsection c of Section 30-7.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-7.2 Uses (R-A)

c. Prohibited Agricultural Uses. For the purposes of clarification, the following agricultural uses and buildings shall be specifically prohibited in the Residential Agriculture Zone (R-A):

1. The maintenance of horses, except for the primary use of the members of a family residing on the premises;
2. Hogs;
3. Fox and monkey farms and horse and mink ranches;
4. Dairies;
5. Slaughterhouses;
6. Wild animals whose natural habitat is not in residence with man;
7. Roadside sales stands;
8. Apiaries;
9. Any use or building which the Commission finds, as evidenced by resolution in writing, is similar to any of the uses and buildings set forth in this subsection;
10. Commercial marijuana uses, except as permitted by subsection 9-24.4;
11. Marijuana cultivation outdoors upon the grounds of a private residence;
12. Marijuana cultivation indoors that does not comply with subsection 30-7.2a; and
13. Emergency Shelters

Section 3. The City Council hereby amends Subsection c of Section 30-8.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-8.2 Uses (R-L)

c. Prohibited Uses. The following uses are specifically prohibited in the Low-Density Residential Zone (R-L):

1. Commercial marijuana uses, except as permitted by subsection 9-24.4.
2. Emergency Shelters.
3. Marijuana cultivation outdoors upon the grounds of a private residence.
4. Marijuana cultivation indoors that does not comply with subsection 30-8.2a.

Section 4. The City Council hereby amends Subsection c of Section 30-9.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-9.2 Uses (R-M)

c. Prohibited Uses. The following uses are specifically prohibited in the Medium-Density Residential Zone (R-M):

1. Commercial marijuana uses, except as permitted by subsection 9-24.4.
2. Emergency Shelters.
3. Marijuana cultivation outdoors upon the grounds of a private residence.
4. Marijuana cultivation indoors that does not comply with subsection 30-9.2a.

Section 5. The City Council hereby amends Subsection c of Section 30-10.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-10.2 Uses (R-H)

c. Prohibited Uses. The following uses are specifically prohibited in the High-Density Residential Zone (R-H):

1. Commercial marijuana uses, except as permitted by subsection 9-24.4.
2. Emergency Shelters.
3. Marijuana cultivation outdoors upon the grounds of a private residence.
4. Marijuana cultivation indoors that does not comply with subsection 30-10.2a.

Section 6. The City Council hereby amends Subsection b of Section 30-12.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-12.2 Uses (C-L)

b. Uses Permitted Subject to Conditional Use Permits. The following uses and buildings may be permitted in the Limited Commercial Zone (C-L) provided a conditional use permit has been obtained pursuant to the provisions of Section 30-26 of this Chapter.

1. Advertising statuary;
2. Alcoholic beverage sales for consumption on the premises that are accessory to a primary restaurant or entertainment use (the provisions of Section 30-51 of this Chapter shall apply);
3. Amusement machine sales (the provisions of subsection 7-6.9 shall apply);
4. Amusement parks, fairgrounds, private clubs and privately owned recreation centers, game rooms and domino parlors;
5. Arcades (the provisions of subsection 7-6.9 shall apply);
6. Auctions (open air);
7. Automobile repair garages (excluding body and fender work and painting);
8. Automobile service stations (no more than two tow trucks);
9. Automobile upholstery shops;
10. Bars, lounge and liquor stores (the provisions of Section 30-51 of this Chapter shall apply);

11. Beer and wine sales for consumption off the premises that are accessory to a convenience or small grocery store use where such sales utilize less than 10% of the sales floor area (the provisions of Section 30-51 of this Chapter shall apply).
12. Buildings in excess of 50,000 square feet in size;
13. Bowling alleys;
14. Charitable institutions and rescue missions;
15. Children's homes, foster homes, fraternity and sorority houses, college and military housing, orphans' homes, rooming houses, boarding houses and residential care facilities;
16. Furniture upholstery shops;
17. Dance halls;
18. Dog and cat hospitals, training schools and kennels;
19. Firearm sales;
20. Furniture upholstery shops;
21. Ice and roller skating rinks;
22. Jail farms;
23. Live work units;
24. Microwave stations and telecommunications antennas;
25. Motels and hotels;
26. Mortuaries;
27. Multiple and single-family residences;
28. New commercial strip centers;
29. New establishments with drive-thru facilities;
30. New take-out restaurants;
31. Planned commercial, residential and condominium developments (the provisions of Section 30-18 of this Chapter shall apply);
32. Pool halls;
33. Race tracks;
34. Radio and television transmission towers;
35. Rifle and pistol ranges, shooting galleries, skeet and trap shooting and archery ranges;
36. Small collection facilities (the provisions of subsection 30-12.4i of this Chapter shall apply;
37. Swap meets, indoor swap meets, flea markets and similar multiple-vendor sales;
38. Trailer parks;
39. Used automobile sales;
40. Wedding chapels, banquet halls and live entertainment;
41. Zoos and menageries; and
42. Uses and buildings customarily incidental to any use or building set forth in this subsection.

Section 7. The City Council hereby amends Subsection a of Section 30-13.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-13.2 Uses (C-M)

a. Principal Permitted Uses. The following uses and buildings, of less than 50,000 square feet in size, shall be permitted in the Commercial Manufacturing Zone (C-M):

1. Any use permitted in the Limited Commercial Zone (C-L), except those uses which require a conditional use permit;
2. Auction houses;
3. Automobile and bus sight-seeing agencies (no storage of vehicles);
4. Automobile engine cleaning;
5. Automobile detailing;
6. Automobile repair garages (excluding body and fender work and painting);

7. Automobile service stations (no more than two tow-trucks);
8. Automobile upholstery shops;
9. Building materials sales;
10. Candy making;
11. Catering establishments;
12. Clothing and apparel manufacturing (excluding shoe manufacturing);
13. Cold storage;
14. Dairy products manufacturing;
15. Egg candling;
16. Electrical appliance assembly;
17. Electronic instrument assembly;
18. Engraving, mechanical;
19. Film laboratories;
20. Furniture upholstery shops;
21. Monument and tombstone sales;
22. Motorcycle sales and services;
23. Paint mixing (no boiling);
24. Potato chip manufacturing;
25. Precision instrument assembly;
26. Research and testing laboratories;
27. Soft drink bottling;
28. Spaghetti and macaroni manufacturing;
29. Tamale and tortilla manufacturing;
30. Taxicab companies (no more than four taxicabs);
31. Warehouses;
32. Wholesale businesses;
33. Wrought iron sales and assembly; and
34. Uses and buildings customarily incidental to any use or building set forth in this subsection;
35. Indoor marijuana cultivation is allowed consistent with State law which permits no more than six live marijuana plants to be planted, cultivated, harvested, dried, or processed within a single private residence or inside an accessory structure located upon the grounds of a private residence that is fully enclosed and secured as long as the marijuana cultivation activities comply with the regulations set forth in paragraph c of subsection 9-24.4.

Section 8. The City Council hereby amends Subsection b of Section 30-14.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-14.2 Uses (M-L)

b. Uses Permitted Subject to Conditional Use Permits. The following uses and buildings may be permitted in the Limited Manufacturing Zone (M-L) provided a conditional use permit has been obtained pursuant to the provisions of Section 30-26 of this Chapter.

1. Advertising statuary;
2. Alcoholic beverage sales for consumption on the premises that are accessory to a primary restaurant or entertainment use (the provisions of Section 30-51 of this Chapter shall apply);
3. Amusement machine sales (the provisions of subsection 7-6.9 shall apply);
4. Amusement parks, fairgrounds, private clubs and privately owned recreation centers, game rooms and domino parlors;
5. Arcades (the provisions of subsection 7-6.9 shall apply);
6. Auctions (open air);
7. Bars, lounge and liquor stores (the provisions of Section 30-51 of this Chapter shall apply);

8. Beer and wine sales for consumption off the premises that are accessory to a primary convenience or small grocery store use where such sales utilize less than 10% of the sales floor area (the provisions of Section 30-51 of this Chapter shall apply);
9. Bowling alleys;
10. Buildings in excess of 50,000 square feet in size;
11. Car washes;
12. Charitable institutions and rescue missions;
13. Contractor's equipment storage yards;
14. Dance halls;
15. Dog and cat hospitals, training schools and kennels;
16. Firearm sales;
17. Freight terminals and transportation yards;
18. Ice and roller skating rinks;
19. Jail farms;
20. Live work units;
21. Metal plating;
22. Microwave stations and telecommunications antennas;
23. Motels and hotels;
24. Mortuaries;
25. New buildings, including additions and substantial modifications, that are designed for occupancy by manufacturing uses on lots located within 200 feet of a residentially zoned property within the City of Compton;
26. New commercial strip centers;
27. New establishments with drive-thru facilities;
28. New take-out restaurants;
29. Outside storage yards (for exceptions see subsection 30-20.6);
30. Paper recycling;
31. Personal storage facilities;
32. Planned commercial and industrial developments (the provisions of Section 30-18 of this Chapter shall apply);
33. Pool halls;
34. Public works yards;
35. Race trucks;
36. Radio and television transmission towers;
37. Rifle and pistol ranges, shooting galleries, skeet and trap shooting and archery ranges;
38. Small collection facilities (the provisions of subsection 30-12.4i of this Chapter shall apply;
39. Swap meets, indoor swap meets, flea markets and similar multiple-vendor sales;
40. Recycling, collection and processing facilities (the provisions of subsection 30-12.4i of this Chapter shall apply);
41. Truck, bus and recreational vehicle sales and service;
42. Trailer parks;
43. Wedding chapels, banquet halls and live entertainment;
44. Worm farms;
45. Zoos and menageries; and
46. Uses and buildings customarily incidental to any use or building set forth in this subsection.

Section 9. The City Council hereby amends Section 30-26.3 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-26.3 Uses Subject to Conditional Use Permits.
The following uses may be permitted in any zone provided a conditional use permit has been granted subject to the provisions of this Chapter:

a. The uses set forth in the zones requiring conditional use permits shall be restricted to the zones specified;
b. Airports and heliports;
c. Athletic fields (privately owned);
d. Cemeteries, columbarium's, crematories, mausoleums and pet cemeteries;
e. Churches, synagogues, temples, convents, monasteries, seminaries and other religious or eleemosynary organizations;
f. Colleges and universities;
g. Golf courses;
h. Halfway houses;
i. Hospitals, nursing facilities, mental convalescent homes and mental institutions;
j. Equestrian facilities;
k. Theaters, auditoriums, stadiums, arenas and similar uses involving large assemblages of people or vehicles; and
l. Any use or building which the Commission finds, as evidence by resolution in writing, is similar to any other uses or buildings set forth in this subsection.

Section 10. That Table 30-21.a Parking Space Requirements shown below shall be modified as follows:

EXISTING

Mini-Storage and Self-Storage	1 space/1,000 sq. ft. of gross floor area

REVISED

Mini-Storage and Self-Storage	Minimum parking shall be determined by a Parking/Trip generation study. The study shall survey at least three other similar local self-storage sites and be subject to any other requirements of the Community Development Department.

Section 11. 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 12. This Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

Section 13. The Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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 to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

The Ordinance was adopted by the following vote, to wit:

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

_____
CITY CLERK OF THE CITY OF COMPTON

ITEM 4A

Community Development Department - Planning Division

205 S. Willowbrook Ave., Compton, CA 90220 (310) 605-5532 www.comptoncity.org

STAFF REPORT

CASE NO(S).	**ZONE TEXT AMENDMENT CASE NO. 2021-005**
LOCATION	**CITYWIDE**
REQUEST	**ZONE TEXT AMENDMENT TO AMEND CHAPTER 30 OF THE COMPTON MUNICIPAL CODE RELATED TO CAR WASHES, EMERGENCY SHELTERS, AND PERSONAL STORAGE FACILITIES.**
HEARING DATE	**OCTOBER 13, 2021**
APPLICANT	**CITY OF COMPTON**

REQUESTED ACTION/PROJECT DESCRIPTION

The City of Compton is proposing a Zone Text Amendment to amend Compton Municipal Code (CMC) Sections 30-3, 30-7, 30-8, 30-9, 30-10, 30-12, 30-13, 30-14, 30-21 and 30-26. These changes would limit the establishment of car washes and personal storage facilities to the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones, prohibit emergency shelters from residential and commercial zones and amend the list of uses that are conditionally permitted in any zone within the City.

ANALYSIS

The proposed amendments would not result in new uses being introduced to the City. The amendment would, however, change the zones car washes and personal storage facilities are permitted, clarify that emergency shelters are not
permitted in residential zones, and remove certain uses from the list of conditionally permitted uses in any zone citywide. The proposed redlined code changes are contained in Exhibit 3;

Car Washes

Car washes, including fully automated (express and full-service), self-service, and hand car washes are permitted in the Limited Commercial (C-L) and Commercial Manufacturing (C-M) zones, subject to approval of a Conditional Use Permit (CUP). The C-L and C-M zones are typically located along the City's major roadways, providing a convenient option for the operations of the car washes. Nevertheless, the operation of car washes also results in traffic, noise, and aesthetic impacts on surrounding land uses. Since the C-L and C-M zones are adjacent to residential zones, these impacts can fall onto the residential areas. To minimize the potential for impacts, the proposed amendment would amend CMC Sections 30-12.2.b (Conditionally permitted uses in the C-L zone) and 30-13.2.a (Permitted uses in the C-M zone); thereby no longer

allowing car washes within these two zones. The amendment would also amend CMC Section 30-14.2.b (Conditionally permitted uses in the M-L zone) to add car washes as a conditionally permitted use in the M-L zone. Since uses that are permitted in the M-L zone are also permitted in the M-H zone, car washes would also be permitted in the M-H zone.

Emergency Shelters

April 7, 2020, the City Council adopted Ordinance No. 2318, which established a new emergency shelter overlay zone. The overlay includes the parcels of land bounded by Alameda Street on the West, Artesia Boulevard on the south, Compton Creek-East Branch on the east and Alondra Boulevard on the north. These properties are not zoned residential; however, it would be prudent to clarify that emergency shelters are not an appropriate use within residential zones. Accordingly, the proposed amendment would add a definition for emergency shelters to CMC Section 30-3, as well as add emergency shelters to the list of prohibited uses in the Residential Agriculture (R-A) zone (CMC Section 30.7.2.c), Low-Density Residential (R-L) zone (CMC Section 30.8.2.c), Medium-Density Residential (R-M) zone (CMC Section 30.9.2.c), and High-Density Residential (R-H) zone (CMC Section 30.10.2.c). This amendment would not impact the ability to establish an emergency shelters, in the industrial zones, just clarify they cannot be established in residential zones.

Commented [RD1]:

Personal Storage Facilities

CMC Section 30-26.3 specifies uses, including personal storage facilities, that are permitted in any zone, subject to the approval of a CUP. Like car washes, personal storage facilities can impact surrounding land uses with an increase in traffic and noise. Additionally, personal storage facilities can be illegally used to store hazardous materials. The proposed Zone Text Amendment would amend CMC Section 30-26.3 to remove personal storage facilities as a CUP potential use in any zone. The amendment would also amend CMC Section 30.14.2.b to add personal storage facilities to uses that are allowed in the M-L zone; and subsequently the M-H zone, subject to the approval of a CUP.

Additionally, code section 30-21 Off Street Parking relating to self-storage facilities will be amended to better accommodate the actual parking demand. Presently the zoning code requires self-storage facilities to be provide parking at a ratio of one space per 1000 square feet of floor space. However, self-storage facilities do not generate the amount of parking the zoning code requires. The parking studies submitted frequently show a parking demand far less than one space per 1000 square feet. Therefore staff is amending the self-storage parking requirement to one determined by individual parking study. Staff has had several discussions with self-storage developers all stating that the code required parking ratio is excessively high and instead opt to perform a parking study. Staff therefore is proposing to require that all self-storage parking shall be determined by a parking study approved by the Planning Commission as part of the CUP. This new requirement will stream line the CUP review process and recognize the very low trip generation rates of self-storage facilities while still maintaining adequate parking.

Citywide uses permitted with a CUP

As previously noted, CMC Section 30-26.3 specifies uses that can be permitted in any zone within the City with a CUP. The following additional non-substantive changes are proposed to CMC Section 30-26.3:

- Delete “Circuses and Circus Quarters” from the list of uses. Circuses will remain permitted in the C-L zone with approval of the CUP.
- Delete “Dairies and Domestic and Wild Animal Farms” from the list of uses. These uses are no longer common and not needed within the City.
- Change “Rest Homes” to “Nursing Facilities,” and add “Adult Living Facilities” which is an update to the terminology.

- Change “Riding Academies” to “Equestrian Facilities,” which is an update to the terminology.

ENVIRONMENTAL REVIEW

Staff has reviewed the Project to for compliance with California Environmental Quality Act (CEQA) and the State CEQA guidelines. The Zone Text Amendment is exempt from CEQA review pursuant to 14 California Code of Regulations Section 15061(b)(3), which states “*The activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA*.” Since the Zone Text Amendment will not introduce new land uses to the City and only realigns land uses among the zones, approval of the amendment would not result in a significant effect on the environment.

NOTICING

This case was properly noticed in accordance with California Government Code 65091, Public Resources Code, Division 13 §21000 et seq. and Compton Municipal Code Sections 30-26 and 30-28. The public hearing notice was published in the ComptonBulletin on September 15th and 22nd, 2021, as a $^{1}/_{8}^{th}$ page ad. As of the date this report was printed, no correspondence either for or against the project have been received.

FINDINGS

In order to recommend approval of the Zone Text Amendment, the Planning Commission must adopt the following findings:

1. The Zone Text Amendment is consistent with the purpose of Chapter 30 of the Compton Municipal Code to promote the growth of the City in an orderly manner and to promote and protect the public health, safety, and general welfare.

   Ensuring car washes, emergency shelters, and personal storage facilities are developed in the appropriate zones prevent potential impacts to residential neighborhoods. Providing separation between these uses and residential uses would result in lower traffic and noise impacts to residential zones, thus protecting the health, safety, and welfare of the community.

2. The zoning ordinance amendment is consistent with, and will implement, the following goals of the General Plan:

   Land Use Element Goal 2.0: “Maintain a balanced and diversified distribution of land use in Compton.” The amendment would continue to maintain car washes, emergency shelters, and personal storage facilities as permitted uses in the City. Emergency shelters would be allowed within the Emergency Shelter Overlay Zone, Limited Commercial and Manufacturing zones, while car washes and personal storage facilities would be permitted in the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones. These changes would maintain the current balance of permitted land uses in the City, while ensuring land uses are distributed in an appropriate manner to minimize potential impacts onto adjoining properties.

   Economic Development Element Goal 5.0: “Actively create single-family detached market rate housing in the City through every means possible to increase community income and property values.” The proposed amendment would result in emergency shelters and personal storage facilities no longer be permitted in residential zones. While this amendment does not create new single-family zone property, it does ensure existing residential zoned property will not utilized by these non-residential uses.

Noise Element Goal 3.0: “Minimize noise spillover from commercial and industrial uses into nearby residential neighborhoods.” The amendment would remove car washes as a permitted use in the Limited Commercial (C-L) and Commercial Manufacturing (C-M) zones and instead allow them in the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H). This change would provide further separation between the car washes and residential uses, thus reducing the potential of noise spillover into the residential neighborhoods.

3. The proposed municipal code amendment will not be detrimental or incompatible with the other chapters of the zoning code nor authorize land uses incompatible with the established land uses in the City.

   The amendment would not result in the establishment of new uses in the City. Instead, the amendment would reclassify emergency shelters and personal storage facilities too no longer be permitted in residential zones. It would further establish car washes and personal storage facilities as a permitted uses in only the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones.

RECOMMENDATION

Based on the analysis contained in this report, staff believes the proposed Zone Text Amendment would benefit the City by maintaining a balance in land uses and locating certain land uses such as Self-storage, car washes and emergency shelters to compatible zones where potential adverse impacts will not be directed toward residential land uses or high visibility thoroughfares. Therefore staff is recommending that the Planning Commission recommend approval to the City Council of the attached Self-Storage, Car Wash and Emergency Shelter ordinance:

EXHIBITS

1. Planning Commission Resolution No. 4021
2. Draft City Council Ordinance

RESOLUTION NO. 4027

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COMPTON RECOMMENDING TO THE CITY COUNCIL AN ORDINANCE AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTIONS 30-3, 30-7, 30-8, 30-9, 30-10, 30-12, 30-13, 30-14, 30-21 AND 30-26 RELATED TO CAR WASHES, EMERGENCY SHELTERS, AND PERSONAL STORAGE FACILITIES.

WHEREAS, the City of Compton maintains a comprehensive zoning ordinance, which among other things, encourages the most appropriate use of land for the orderly development of the City. From time to time, it is necessary to amend the comprehensive zoning ordinance to ensure permitted uses are in the appropriate zones; and

WHEREAS, on April 7, 2020, the City Council of the City of Compton adopted Ordinance No. 2318 to amend the zoning ordinance, thereby establishing an emergency shelter overlay zone that allows emergency shelters by right in a certain part of the City. While this ordinance did not authorize emergency shelters to operate in residential zones, it does not explicitly prohibit them; and

WHEREAS, the Planning Commission of the City of Compton held a duly noticed public hearing as prescribed by law on October 13, 2021; and

WHEREAS, after consideration of all applicable staff reports and all public testimony and evidence presented at the public hearing, the Planning Commission does hereby make the following findings regarding the Zoning Text Amendment:

1. The Zone Text Amendment is consistent with the purpose of Chapter 30 of the Compton Municipal Code to promote the growth of the City in an orderly manner and to promote and protect the public health, safety, and general welfare. Ensuring car washes, emergency shelters, and personal storage facilities are developed in the appropriate zones prevent potential impacts to residential neighborhoods. Providing separation between these uses and residential uses would result in lower traffic and noise impacts to residential zones, thus protecting the health, safety, and welfare of the community;

2. The zoning ordinance amendment is consistent with, and will implement, the following goals of the General Plan:

   Land Use Element Goal 2.0: “Maintain a balanced and diversified distribution of land use in Compton.” The amendment would continue to maintain car washes, emergency shelters, and personal storage facilities as permitted uses in the City. Emergency shelters would be allowed within the Emergency Shelter Overlay Zone, Limited Commercial zone, while car washes and personal storage facilities would be permitted in the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones. These changes would maintain the current balance of permitted land uses in the City, while ensuring land uses are distributed in an appropriate manner to minimize potential impacts onto adjoining properties.

   Economic Development Element Goal 5.0: “Actively create single-family detached market rate housing in the City through every means possible to increase community income and property values.” The proposed amendment would result in emergency shelters and personal storage facilities no longer be permitted in residential zones. While this amendment does not create new single-family zone property, it does ensure existing residential zoned property will not be utilized by these non-residential uses.

   Noise Element Goal 3.0: “Minimize noise spillover from commercial and industrial uses into nearby residential neighborhoods.” The amendment would remove car washes as a permitted use in the Limited Commercial (C-L) and Commercial Manufacturing (C-M) zones and instead allow them in the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H). This change would provide further separation between the car washes and residential uses, thus reducing the potential of noise spillover into the residential neighborhoods;

3. The proposed municipal code amendment will not be detrimental or incompatible with the other chapters of the zoning code nor authorize land uses incompatible with the established land uses in the City. The amendment would not result in the establishment of new uses in the City. Instead, emergency shelters and personal storage facilities would no longer be permitted in residential zones. It would establish that car washes and personal storage facilities would be as a permitted use in the Limited Manufacturing (M-L) and Heavy Manufacturing (M-H) zones; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA) and the state CEQA guidelines, the Planning Commission, based on its independent judgement, finds adoption of this zoning ordinance amendment is exempt from CEQA review pursuant to 14 California Code of Regulations Section 15061(b)(3). The zoning ordinance amendment will not introduce new land uses to the City, nor will it eliminate land uses from the City. This minor realignment of land uses does not have the potential for causing a significant effect on the environment.

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

Section 1. The Planning Commission recommends the City Council amend Section 30-3 of Chapter 30 of the Compton Municipal Code to add the definition for Emergency Shelters to the alphabetical list of definitions, to read as follows:

EMERGENCY SHELTER

Shall mean housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay as defined by California Health and Safety Code 50801(e).

Section 2. The Planning Commission recommends the City Council amend Subsection c of Section 30-7.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-7.2 Uses (R-A)

c. Prohibited Agricultural Uses. For the purposes of clarification, the following agricultural uses and buildings shall be specifically prohibited in the Residential Agriculture Zone (R-A):

1. The maintenance of horses, except for the primary use of the members of a family residing on the premises;
2. Hogs;
3. Fox and monkey farms and horse and mink ranches;
4. Dairies;
5. Slaughterhouses;
6. Wild animals whose natural habitat is not in residence with man;
7. Roadside sales stands;
8. Apiaries;
9. Any use or building which the Commission finds, as evidenced by resolution in writing, is similar to any of the uses and buildings set forth in this subsection;
10. Commercial marijuana uses, except as permitted by subsection 9-24.4;
11. Marijuana cultivation outdoors upon the grounds of a private residence;
12. Marijuana cultivation indoors that does not comply with subsection 30-7.2a; and
13. Emergency Shelters

Section 3. The Planning Commission recommends the City Council amend Subsection c of Section 30-8.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-8.2 Uses (R-L)

c. Prohibited Uses. The following uses are specifically prohibited in the Low-Density Residential Zone (R-L):

1. Commercial marijuana uses, except as permitted by subsection 9-24.4.
2. Emergency Shelters.
3. Marijuana cultivation outdoors upon the grounds of a private residence.
4. Marijuana cultivation indoors that does not comply with subsection 30-8.2a.

Section 4. The Planning Commission recommends the City Council amend Subsection c of Section 30-9.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-9.2 Uses (R-M)

c. Prohibited Uses. The following uses are specifically prohibited in the Medium-Density Residential Zone (R-M):

1. Commercial marijuana uses, except as permitted by subsection 9-24.4.
2. Emergency Shelters.
3. Marijuana cultivation outdoors upon the grounds of a private residence.
4. Marijuana cultivation indoors that does not comply with subsection 30-9.2a.

Section 5. The Planning Commission recommends the City Council amend Subsection c of Section 30-10.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-10.2 Uses (R-H)

c. Prohibited Uses. The following uses are specifically prohibited in the High-Density Residential Zone (R-H):

1. Commercial marijuana uses, except as permitted by subsection 9-24.4.
2. Emergency Shelters.
3. Marijuana cultivation outdoors upon the grounds of a private residence.
4. Marijuana cultivation indoors that does not comply with subsection 30-10.2a.

Section 6. The Planning Commission recommends the City Council amend Subsection b of Section 30-12.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-12.2 Uses (C-L)

b. Uses Permitted Subject to Conditional Use Permits. The following uses and buildings may be permitted in the Limited Commercial Zone (C-L) provided a conditional use permit has been obtained pursuant to the provisions of Section 30-26 of this Chapter.

1. Advertising statuary;
2. Alcoholic beverage sales for consumption on the premises that are accessory to a primary restaurant or entertainment use (the provisions of Section 30-51 of this Chapter shall apply);
3. Amusement machine sales (the provisions of subsection 7-6.9 shall apply);
4. Amusement parks, fairgrounds, private clubs and privately owned recreation centers, game rooms and domino parlors;
5. Arcades (the provisions of subsection 7-6.9 shall apply);
6. Auctions (open air);
7. Automobile repair garages (excluding body and fender work and painting);
8. Automobile service stations (no more than two tow trucks);
9. Automobile upholstery shops;
10. Bars, lounge and liquor stores (the provisions of Section 30-51 of this Chapter shall apply);
11. Beer and wine sales for consumption off the premises that are accessory to a convenience or small grocery store use where such sales utilize less than 10% of the sales floor area (the provisions of Section 30-51 of this Chapter shall apply).
12. Buildings in excess of 50,000 square feet in size;
13. Bowling alleys;
14. Charitable institutions and rescue missions;
15. Children's homes, foster homes, fraternity and sorority houses, college and military housing, orphans' homes, rooming houses, boarding houses and residential care facilities;
16. Furniture upholstery shops;
17. Dance halls;
18. Dog and cat hospitals, training schools and kennels;
19. Firearm sales;
20. Furniture upholstery shops;
21. Ice and roller skating rinks;
22. Jail farms;
23. Live work units;
24. Microwave stations and telecommunications antennas;
25. Motels and hotels;
26. Mortuaries;

27. Multiple and single-family residences;
28. New commercial strip centers;
29. New establishments with drive-thru facilities;
30. New take-out restaurants;
31. Planned commercial, residential and condominium developments (the provisions of Section 30-18 of this Chapter shall apply);
32. Pool halls;
33. Race tracks;
34. Radio and television transmission towers;
35. Rifle and pistol ranges, shooting galleries, skeet and trap shooting and archery ranges;
36. Small collection facilities (the provisions of subsection 30-12.4i of this Chapter shall apply;
37. Swap meets, indoor swap meets, flea markets and similar multiple-vendor sales;
38. Trailer parks;
39. Used automobile sales;
40. Wedding chapels, banquet halls and live entertainment;
41. Zoos and menageries; and
42. Uses and buildings customarily incidental to any use or building set forth in this subsection.

Section 7. The Planning Commission recommends the City Council amend Subsection a of Section 30-13.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-13.2 Uses (C-M)

a. Principal Permitted Uses. The following uses and buildings, of less than 50,000 square feet in size, shall be permitted in the Commercial Manufacturing Zone (C-M):

1. Any use permitted in the Limited Commercial Zone (C-L), except those uses which require a conditional use permit;
2. Auction houses;
3. Automobile and bus sight-seeing agencies (no storage of vehicles);
4. Automobile engine cleaning;
5. Automobile detailing;
6. Automobile repair garages (excluding body and fender work and painting);
7. Automobile service stations (no more than two tow-trucks);
8. Automobile upholstery shops;
9. Building materials sales;
10. Candy making;
11. Catering establishments;
12. Clothing and apparel manufacturing (excluding shoe manufacturing);
13. Cold storage;
14. Dairy products manufacturing;
15. Egg candling;
16. Electrical appliance assembly;
17. Electronic instrument assembly;
18. Engraving, mechanical;
19. Film laboratories;
20. Furniture upholstery shops;
21. Monument and tombstone sales;
22. Motorcycle sales and services;
23. Paint mixing (no boiling);
24. Potato chip manufacturing;
25. Precision instrument assembly;
26. Research and testing laboratories;
27. Soft drink bottling;
28. Spaghetti and macaroni manufacturing;
29. Tamale and tortilla manufacturing;
30. Taxicab companies (no more than four taxicabs);
31. Warehouses;
32. Wholesale businesses;
33. Wrought iron sales and assembly; and
34. Uses and buildings customarily incidental to any use or building set forth in this subsection;
35. Indoor marijuana cultivation is allowed consistent with State law which permits no more than six live marijuana plants to be planted, cultivated, harvested, dried, or processed within a single private residence or inside an accessory structure located

upon the grounds of a private residence that is fully enclosed and secured as long as the marijuana cultivation activities comply with the regulations set forth in paragraph c of subsection 9-24.4.

Section 8. The Planning Commission recommends the City Council amend Subsection b of Section 30-14.2 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-14.2 Uses (M-L)

b. Uses Permitted Subject to Conditional Use Permits. The following uses and buildings may be permitted in the Limited Manufacturing Zone (M-L) provided a conditional use permit has been obtained pursuant to the provisions of Section 30-26 of this Chapter.

1. Advertising statuary;
2. Alcoholic beverage sales for consumption on the premises that are accessory to a primary restaurant or entertainment use (the provisions of Section 30-51 of this Chapter shall apply);
3. Amusement machine sales (the provisions of subsection 7-6.9 shall apply);
4. Amusement parks, fairgrounds, private clubs and privately owned recreation centers, game rooms and domino parlors;
5. Arcades (the provisions of subsection 7-6.9 shall apply);
6. Auctions (open air);
7. Bars, lounge and liquor stores (the provisions of Section 30-51 of this Chapter shall apply);
8. Beer and wine sales for consumption off the premises that are accessory to a primary convenience or small grocery store use where such sales utilize less than 10% of the sales floor area (the provisions of Section 30-51 of this Chapter shall apply);
9. Bowling alleys;
10. Buildings in excess of 50,000 square feet in size;
11. Car washes;
12. Charitable institutions and rescue missions;
13. Contractor's equipment storage yards;
14. Dance halls;
15. Dog and cat hospitals, training schools and kennels;
16. Firearm sales;
17. Freight terminals and transportation yards;
18. Ice and roller skating rinks;
19. Jail farms;
20. Live work units;
21. Metal plating;
22. Microwave stations and telecommunications antennas;
23. Motels and hotels;
24. Mortuaries;
25. New buildings, including additions and substantial modifications, that are designed for occupancy by manufacturing uses on lots located within 200 feet of a residentially zoned property within the City of Compton;
26. New commercial strip centers;
27. New establishments with drive-thru facilities;
28. New take-out restaurants;
29. Outside storage yards (for exceptions see subsection 30-20.6);
30. Paper recycling;
31. Personal storage facilities;
32. Planned commercial and industrial developments (the provisions of Section 30-18 of this Chapter shall apply);
33. Pool halls;
34. Public works yards;
35. Race trucks;
36. Radio and television transmission towers;
37. Rifle and pistol ranges, shooting galleries, skeet and trap shooting and archery ranges;
38. Small collection facilities (the provisions of subsection 30-12.4i of this Chapter shall apply;
39. Swap meets, indoor swap meets, flea markets and similar multiple-vendor sales;
40. Recycling, collection and processing facilities (the provisions of subsection 30-12.4i of this Chapter shall apply);
41. Truck, bus and recreational vehicle sales and service;
42. Trailer parks;
43. Wedding chapels, banquet halls and live entertainment;

44. Worm farms;
45. Zoos and menageries; and
46. Uses and buildings customarily incidental to any use or building set forth in this subsection.

Section 9. The Planning Commission recommends the City Council amend Section 30-21.A of Chapter 30 of the Compton Municipal Code to read as follows:

LAND USE	NUMBER OF REQUIRED SPACES
INDUSTRIAL USES	
Mini-Storage and Self-Storage	Required minimum onsite parking to be determined by Parking Study

Section 10. The Planning Commission recommends the City Council amend Section 30-26.3 of Chapter 30 of the Compton Municipal Code to read as follows:

Section 30-26.3 Uses Subject to Conditional Use Permits.
The following uses may be permitted in any zone provided a conditional use permit has been granted subject to the provisions of this Chapter:

a. The uses set forth in the zones requiring conditional use permits shall be restricted to the zones specified;
b. Airports and heliports;
c. Athletic fields (privately owned);
d. Cemeteries, columbarium's, crematories, mausoleums and pet cemeteries;
e. Churches, synagogues, temples, convents, monasteries, seminaries and other religious or eleemosynary organizations;
f. Colleges and universities;
g. Golf courses;
h. Halfway houses;
i. Hospitals, nursing facilities, mental convalescent homes, Adult Living Facility and mental institutions;
j. Equestrian facilities;
k. Theaters, auditoriums, stadiums, arenas and similar uses involving large assemblages of people or vehicles; and
l. Any use or building which the Commission finds, as evidence by resolution in writing, is similar to any other uses or buildings set forth in this subsection.

Section 10. The Planning Commission declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of these standards, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by any reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this ordinance hereby adopted shall remain in full force and effect.

Section 11. That a copy of this resolution shall be filed in the offices of the City Clerk, and Community Development Department.

Section 12. That this resolution adopted hereby shall take effect and be in full force after the date of its final passage by the Planning Commission.

ADOPTED this ____ day of _____, 2021.

CHAIRPERSON

COMMUNITY DEVELOPMENT DIRECTOR

December 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE RIGHT-OF-WAY EASEMENTS ON THE PROPERTY LOCATED AT 1435 SOUTH SANTA FE AVENUE, (STREET VACATION NO. 21-001), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION (January 4, 2022 at 5:35 p.m.)

SUMMARY

The City Council will consider adoption of a resolution declaring its intention to initiate proceedings to vacate right-of-way easements, that run through the center of the property and do not connect to any existing public right-of-way, at 1435 S. Santa Fe Avenue, Compton.

MW Fingerhut, LLC, the applicant, is requesting approval of Street Vacation No. 21-001, to permanently clear the property's title of the existing "reservation of easement" to remove the right-of-way easements that exist on the site so that the owner may sell the property to a new owner without them having any concern that the city may exercise its right to develop a public right-of-way through the center of the property. The proposed vacated area has a maximum length of 316 feet and a maximum width of 60 feet and has a total area of 17,096 square feet. The vacation runs through the following parcels: 6164-018-005, 6164-018-007, 6164-018-008, and 6164-018-009. The subject property is bounded by Santa Fe Avenue to the east and Greenleaf Boulevard to the south.

STATEMENT OF THE ISSUE

The California Streets and Highways Code (Division 9, Part 3), grants the City Council authority to vacate any "street" or part of any "street that it finds is unnecessary for present or prospective public use". There are two phases involved in "street" vacation proceedings. The first phase is adoption by the City Council of a resolution of intention to vacate, which describes the right-of-way to be vacated and sets a public hearing date before the City Council on the vacation. The second phase is the public hearing, whereby City Council hears evidence and makes a determination as to whether or not the "street" is necessary for present or prospective public use. If found to be unnecessary, a resolution of vacation may be adopted and eventually recorded.

Letters were sent out to all of the relevant and surrounding government agencies and utility companies about the proposed vacation. The city received a response only from

the Los Angeles County Sanitation Districts that submitted a letter stating they have no opposition to the vacation as they have no rights within the easement area.

ALTERNATIVES

City Council may approve or reject the resolution initiating proceedings to vacate the aforementioned right-of-way.

FINANCIAL IMPACT

Approval of the requested street vacation will have no significant impact on municipal expenditures. The City currently does not provide any on-site maintenance, therefore, approving the proposed street vacation will not create or relinquish any maintenance responsibility of an existing public right-of-way.

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached resolution declaring its intention to vacate the right-of-way and set a hearing on the proposed vacation for **Tuesday, January 4, 2022, at 5:35 PM**.

RONERICK SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE RIGHT-OF-WAY EASEMENTS ON THE PROPERTY LOCATED AT 1435 SOUTH SANTA FE AVENUE, (STREET VACATION NO. 21-001), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION

WHEREAS, a request has been made by MW Fingerhut, LLC, to vacate an existing "reservation of easement" to remove the right-of-way easements on certain property located at 1435 Santa Fe Ave and legally described on Exhibit "A" and Exhibit "B" as follows:

PARCELS 1 and 2:

THAT PORTION OF LOT 7 IN RANGE 2 OF THE TEMPLE AND GIBOSN TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 540 ET SEQ. OF MISCELLANEOUS RECORDS OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6164-018-007

PARCEL 3:

THAT PORTION OF LOT 7 IN RANGE 2 OF THE TEMPLE AND GIBOSN TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 540 ET SEQ. OF MISCELLANEOUS RECORDS OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6164-018-009

PARCEL 4:

THAT PORTION OF LOT 7 IN RANGE 2 OF THE TEMPLE AND GIBOSN TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 540 ET SEQ. OF MISCELLANEOUS RECORDS OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6164-018-005

PARCEL 5:

PARCEL 46 OF RECORD OF SURVEY MAP, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6164-018-008

WHEREAS, provisions of Chapter 3, Part 3 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department and has determined that the area to be vacated is not necessary for any present or future public use and that the vacation serves no public

interest as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area; 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, a public hearing for the Street Vacation was held before the Planning Commission on September 8, 2021; and

WHEREAS, the proposed public right-of-way vacation is to permanently clear the property's title of the existing "reservation of easement" to remove the right-of-way easements that exist on the site so that the owner may sale the property to a new owner without them having any concern that the city may exercise its right to develop a public right-of-way through the center of the property; and

WHEREAS, on September 8, 2021, the City of Compton Planning Commission adopted Resolution No. 4018, which declared that the proposed street vacation as legally described above and on Exhibit "A", is in conformance with the goals and policies of the City of Compton's 2010 General Plan.

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

Section 1. That the City Council declares its intention to initiate and proceed in vacating a section of excess the public right-of-way, approximately vacate 17,096 square foot (60' x 316') section of easement reservation located at 1435 S Santa Fe Ave. as legally described above, pursuant to provisions of the Chapter 3, Part 3 of the California Streets and Highways Code.

Section 2. That Exhibits "A" and "B", the legal description and map of the proposed vacation, is on file with both the City Clerk and the Planning Department of the City of Compton.

Section 3. That notice is hereby given that the City Council of the City of Compton will hold a public hearing on **Tuesday, January 4, 2022, at 5:35 PM** in the Council Chambers located at Compton City Hall, 205 South Willowbrook Avenue, Compton, where all persons interested in the proposed vacation may be heard.

Section 4. The City of Compton hereby directs the City Clerk to cause notices of public hearing to be published pursuant to Section 8322 of the California Streets and Highway Code and to be posted conspicuously along the portion of the street proposed to be vacated pursuant to Section 8323 of the California Streets and Highway Code.

Section 5. That a copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, the Public Works and Community Development Departments.

Section 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

I, Alita Godwin, City Clerk of the City of Compton, 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 this _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON
EXHIBIT "A"
BENNETT STREET
STREET VACATION

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTHERLY 30.00 FEET OF THE FOLLOW DESCRIBED PARCEL,

THAT PORTION OF LOT 7, RANGE 2, TEMPLE & GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

LOT COMMENCING NORTH 89 DEGREES 54 MINUTES 21 SECONDS EAST 580.32 FEET FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHERN PACIFIC RAILWAY COMPANY'S RIGHT OF WAY WITH THE SOUTH LINE OF LOT 7; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS EAST 17.31 FEET WITH A UNIFORM DEPTH OF 438.92 FEET, EXCEPTING THE SOUTHERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE TO BE KNOWN AS GREENLEAF DRIVE AND MORE PARTICULARLY DESCRIBED AS:

THAT CERTAIN PARCEL OF LAND IN LOT 7 RANGE 2, TEMPLE & GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO CHRISTINA BROLL MARKLEY, RECORDED IN BOOK 4879 PAGE 291, OFFICIAL RECORDS OF SAID COUNTY.

EXCEPT THAT PORTION DEDICATED FOR STREET PURPOSES BY A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF COMPTON ON NOVEMBER 23, 1954, RECORDED DECEMBER 2, 1954 AS INSTRUMENT NO. 2201, OFFICIAL RECORDS.

SAID STRIP OF LAND CONTAINS 521.25 SQFT±

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART THEREOF

CITY OF COMPTON
EXHIBIT "A"
BENNETT STREET
STREET VACATION

LEGAL DESCRIPTION:

PARCEL 2:

THE NORTHERLY 30.00 FEET OF THE FOLLOW DESCRIBED PARCEL,

THAT PORTION OF LOT 7 IN RANGE 2 OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 540 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT, DISTANT 480.94 FEET EAST FROM THE INTERSECTION THEREOF WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE LOS ANGELES AND SAN PEDRO RAILWAY; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 99.37 FEET; THENCE NORTH PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO A POINT IN THE SOUTH LINE OF THE LAND CONVEYED TO GEORGE A. COOK AND WIFE, BY DEED RECORDED IN BOOK 3013 PAGE 169, OFFICIAL RECORDS; THENCE WEST ALONG THE SOUTH LINE OF THE LAND SO CONVEYED, 99.37 FEET; THENCE SOUTH PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO THE POINT OF BEGINNING.

SAID STRIP OF LAND CONTAINS 2,996.33 SQFT±

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART THEREOF

CITY OF COMPTON
EXHIBIT "A"
BENNETT STREET
STREET VACATION

LEGAL DESCRIPTION:

PARCEL 3:

THE NORTHERLY 30.00 FEET OF THE FOLLOW DESCRIBED PARCEL,

THAT PORTION OF LOT 7 IN RANGE 2 OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 540 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT, DISTANT 381.57 FEET FROM THE INTERSECTION THEREOF WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF LOS ANGELES AND SAN PEDRO RAILWAY; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 99.37 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO A POINT IN THE SOUTH LINE OF THE LAND CONVEYED TO GEORGE A. COOK AND WIFE, BY DEED RECORDED IN BOOK 3013 PAGE 169, OFFICIAL RECORDS; THENCE WEST ALONG THE SOUTH LINE OF THE LAND SO CONVEYED, 99.37 FEET; THENCE SOUTH PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO THE POINT OF BEGINNING.

SAID STRIP OF LAND CONTAINS 2,996.33 SQFT±

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART THEREOF

CITY OF COMPTON
EXHIBIT "A"
BENNETT STREET
STREET VACATION

LEGAL DESCRIPTION:

PARCEL 4:

THE NORTHERLY 30.00 FEET OF THE FOLLOW DESCRIBED PARCEL,

THAT PORTION OF LOT 7 IN RANGE 2 OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 540 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF LOT 7 DISTANT 282.20 FEET EASTERLY FROM THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 99.37 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 99.37 FEET TO THE POINT OF BEGINNING.

SAID STRIP OF LAND CONTAINS 2,951.07 SQFT±

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART THEREOF

CITY OF COMPTON
EXHIBIT "A"
BENNETT STREET
STREET VACATION

LEGAL DESCRIPTION:

PARCEL 5:

PARCEL 46 OF RECORD OF SURVEY MAP, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FILLED IN BOOK 60 PAGE 18 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THAT PORTION LYING WESTERLY OF TEH SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF PARCEL 24 OF SAID RECORD OF SURVEY

SAID STRIP OF LAND CONTAINS 7,615.61 SQFT±

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART THEREOF

CITY OF COMPTON

AERIAL MAP

Street/Alley Vacation Case No. 19-011

1435 S. Santa Fe Ave.

Legend

City Limits

parcels

THIS MAP IS A PUBLIC RESOURCE OF GENERAL INFORMATION. THE CITY OF COMPTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATABASE INFORMATION PROVIDED HEREIN. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF COMPTON EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF COMPTON SHALL ASSUME NO LIABILITY FOR:

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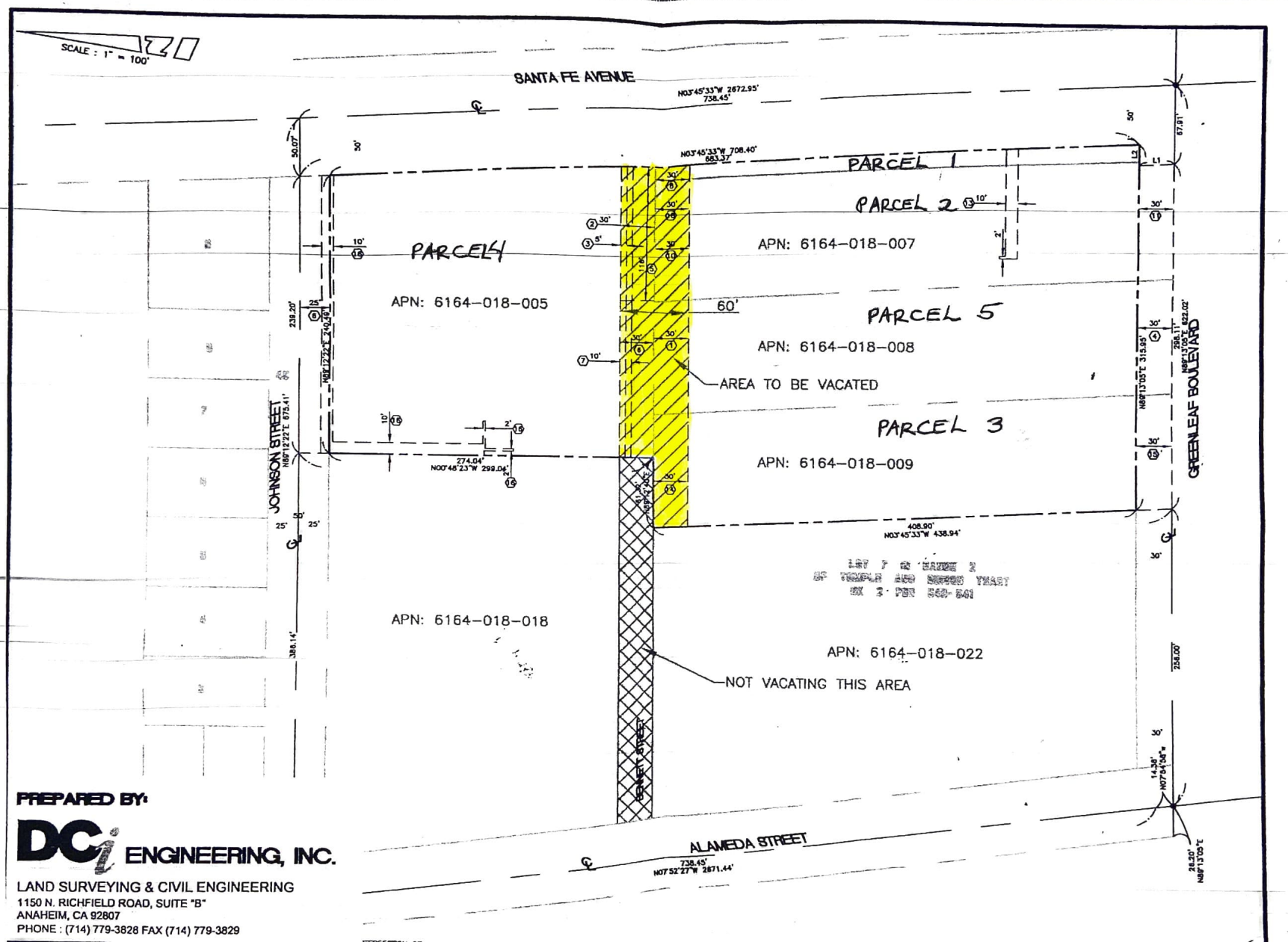


PREPARED BY:

DCi ENGINEERING, INC.

LAND SURVEYING & CIVIL ENGINEERING
1150 N. RICHFIELD ROAD, SUITE "B"
ANAHEIM, CA 92807
PHONE : (714) 779-3828 FAX (714) 779-3829

December 15, 2021

Michael L. Antwine II
Assistant City Manager
City of Compton|
Office of the City Manager
205 S. Willowbrook Avenue
Compton, CA 90220

Re: Street Vacation Application Case 2021-001
1435 and 1515 S. Santa Fe Avenue, 411 and 615 E. Greenleaf Blvd

Dear Michael,

Thank you very much for meeting with me yesterday to review the process for our Street Vacation application for the "reservations" for easements related to the parcels owned by our family, MW Fingerhut, LLC.

Our family has owned the land and buildings at these addresses since 1970 where we have operated several manufacturing companies over the past 50+ years. Last year, after winding down our last business, we decided to sell our property. It became clear that we could not sell our property to any buyer until the "reservations" for easements were resolved and the title cleared. No one would purchase one or all of the parcels without a clear title to develop the property, use the existing buildings, or establish a new business. These reservations run through the center of our property and affect every parcel. I contacted your office in February 2021 to seek your advice on the process to clear the title.

After consulting with Compton's outside attorney, you advised me to file an application for a Street Vacation, which I did in May 2021. The Planning Commission approved the Street Vacation at its meeting on August 11, 2021. Our application is now being reviewed by staff to place on the agenda at the next City Council Meeting. For background to staff and council members, I would like to provide you the following summary.

A. Background

The "reservations" for easements were made in the 1920s before Compton was developed. This was before there were any major streets, before Santa Fe Avenue, Greenleaf Blvd, or Johnson Street were constructed, the three streets bordering our property. Attached is an ALTA survey we had prepared in 2013 that show the 5 parcels owned by our family. (1515 S. Santa Fe is actually 2 parcels with the same parcel number.). A variety of businesses have operated at these addresses since the 1940s, including several owned by our family since the 1960s. There was never a street proposed or built on these "reservations" for easements because there was never any need for a street that went through the center of these parcels. These parcels were always served, and continue to be served by Santa Fe Avenue, Greenleaf Blvd., and Johnson Street. The "reservations" for easements are simply an artifact of the 1920s that has never served any purpose.

B. Advantages of Approving the Street Vacation Application

1. New Development

   The buildings on the property were built in the 1950s – 1970s. They are quite old and would benefit from completely new construction. We have had several major real estate development firms express an interest in redeveloping this prime corner property into a Class A structure with truck docks, landscaping, making this a very attractive property and showcase at a major Compton intersection. Attached for your reference is a sample redevelopment plan that spans the entire property owned by our family.

2. Increased Tax Revenues for Compton

   The current tax revenues for these parcels are based on Prop 13 values set in the 1970s. A new development would bring in significant new tax revenues, potentially 15-20 times higher than what exists today. These increased tax revenues could help fund any number of priorities for Compton.

3. New job opportunities

   New development would allow new businesses to flourish at the site with increased hiring and job opportunities.

4. Consistent with Compton General Plan 1991 to revitalize Compton, Land Use Policy 1.6 and 4.0 of the General Plan. Redevelopment of this property is consistent with the General Plan.

5. No cost to City of Compton

   The current land and buildings related to the "reservations" for easements are owned by MW Fingerhut, LLC. MW Fingerhut has been paying property taxes on these easements since the 1970s, has paid for all improvements and buildings since the 1970s. There is no cost whatsoever to the City of Compton to approve the Street Vacation. It would simply preserve the rights and activities of the property owners that have existed since the 1920s.

C. Consequences of failing to Approve the Street Vacation

1. The property could never be sold

   We have been advised by a number of potential buyers that they would never buy a single parcel or the property as a whole with the potential that the City of Compton might someday decide to construct a street through the middle of the property. Why would anyone risk developing a property with buildings that may be located on a future street or next to a future street? Why even use the existing buildings, several of which are located on these easements, if the City decided to build a street and tear them down?

2. A drastic reduction in property values

   The result of leaving the potential for a street to be constructed through the middle of this property is that the value of the property plummets, at significant harm to the property owners.

3. Potential destruction of legally authorized buildings to make way for a new street

   Since the 1950s, the Compton Planning and Building Departments have authorized the construction of several buildings on these easements. These buildings exist today. Compton would have to demolish existing, approved structures for a new street.

4. Displacement of existing tenants and businesses

   There are several businesses which lease the buildings and employ workers located in the buildings that would have to be destroyed in order to build a new street.

5. Increased security and safety risk

   Currently, the property, all 5 parcels, are protected by security fences and security systems. Creating a public access through the center of the property would require a whole new security and fencing system that would allow access very close to existing structures and business activities. Other structures would need to be completely modified since attached buildings would have to be demolished.

6. Risk to adjacent property owners

   We expect that the owners of property to the west of our property would be against any public street going through our property that would connect to a nominal "public" street to the west (Bennett Street) that borders their properties. This area is not used as a street at all but as a storage area for the businesses on either side. Creating public access to the main activities of their businesses would be a risk to those businesses.

7. Increased costs to the City of Compton

   Constructing a new street would involve significant costs to the City of Compton. The City would have to purchase the land owned by MW Fingerhut, LLC, demolish buildings, construct a street, all in the face of significant opposition from the property owners on all sides. Not to mention the potential damage to the property owners from the decrease in value of their property for a new street that no one wants and no one would use.

In summary, it is clear that the current "reservations" for easements are an archaic vestige of the 1920s before the industrial development of Compton. Other public access streets were constructed, making it unnecessary over the past 100 years to construct a street through the middle of this property. There are significant advantages to "laying this to rest" by approving a

Street Vacation so that the property could be sold, improved and redeveloped, all to the benefit of Compton and its citizens. There are significant disadvantages and costs if the Street Vacation was not approved. We remain hopeful that the City Council will approve our application so that we can secure a clean title report and be in a position to sell the property.

Sincerely,

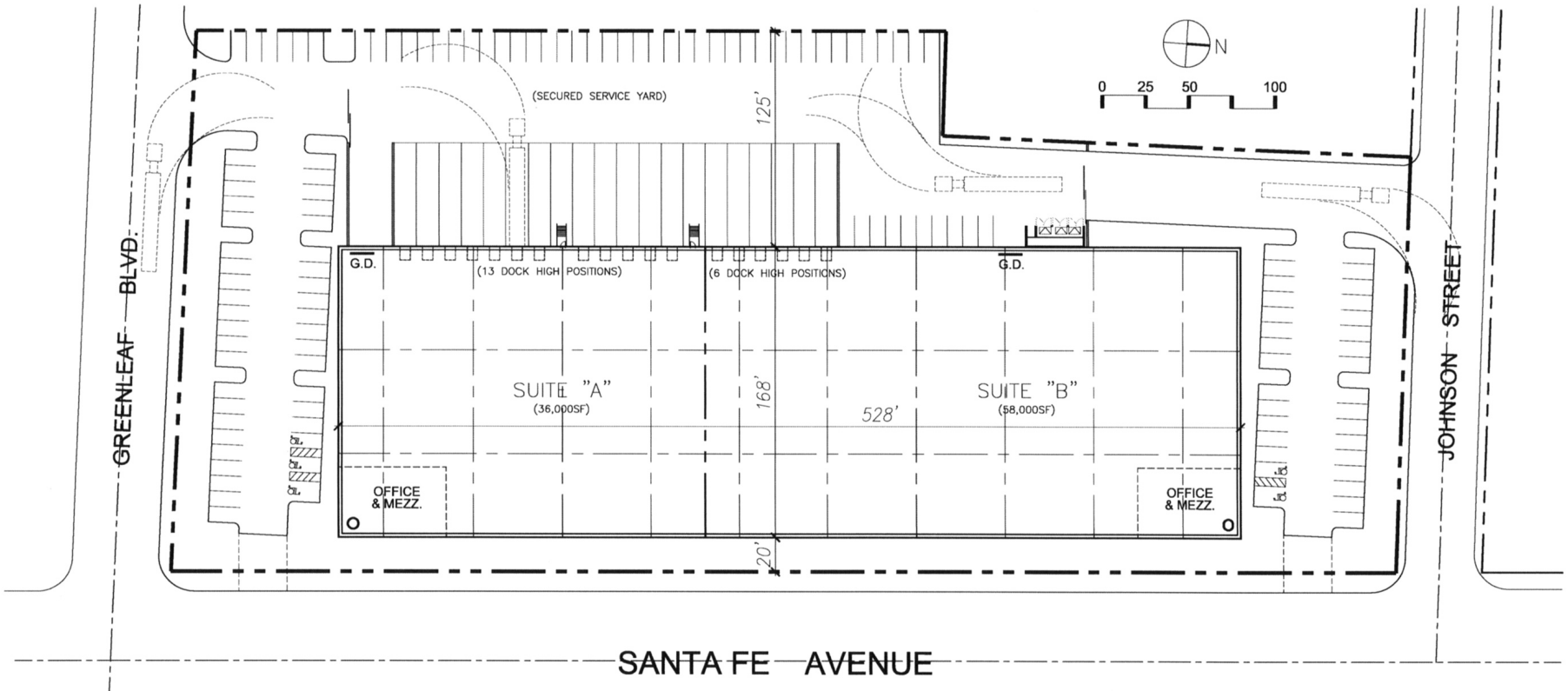
Ellen Fingerhut Whittier

Ellen Fingerhut Whittier
Member
MW Fingerhut, LLC

cc. Eric Perrodin, City Attorney, City of Compton

Attachments:

ALTA Survey 2013
Example of a proposed redevelopment plan



SITE DATA TABLE

BUILDING	LAND AREA AC	LAND AREA SF	FAR %	BLDG. FOOT PRINT	BLDG. MEZZ.	BLDG. S.F.	OFFICE S.F.	WAREHOUSE S.F.	OFFICE PARKING	WAREHOUSE PRKG.	PARKING REQ.	PARKING PROV.
1	4.7	204,389	46.0%	89,000	5,000	94,000	5,000	89,000	20	105	125	127
										1/850	1/250	(1.4/1000)

DISCLAIMER:
ALL INFORMATION CONTAINED HEREIN MAY BE SUBJECT TO CHANGE PENDING OWNER AND OR AGENCY REVIEW AND IS FOR INFORMATION ONLY

1515 S. SANTA FE AVE. INDUSTRIAL BUILDING *COMPTON, CA*

CONCEPTUAL SITE PLAN 07-07-2020

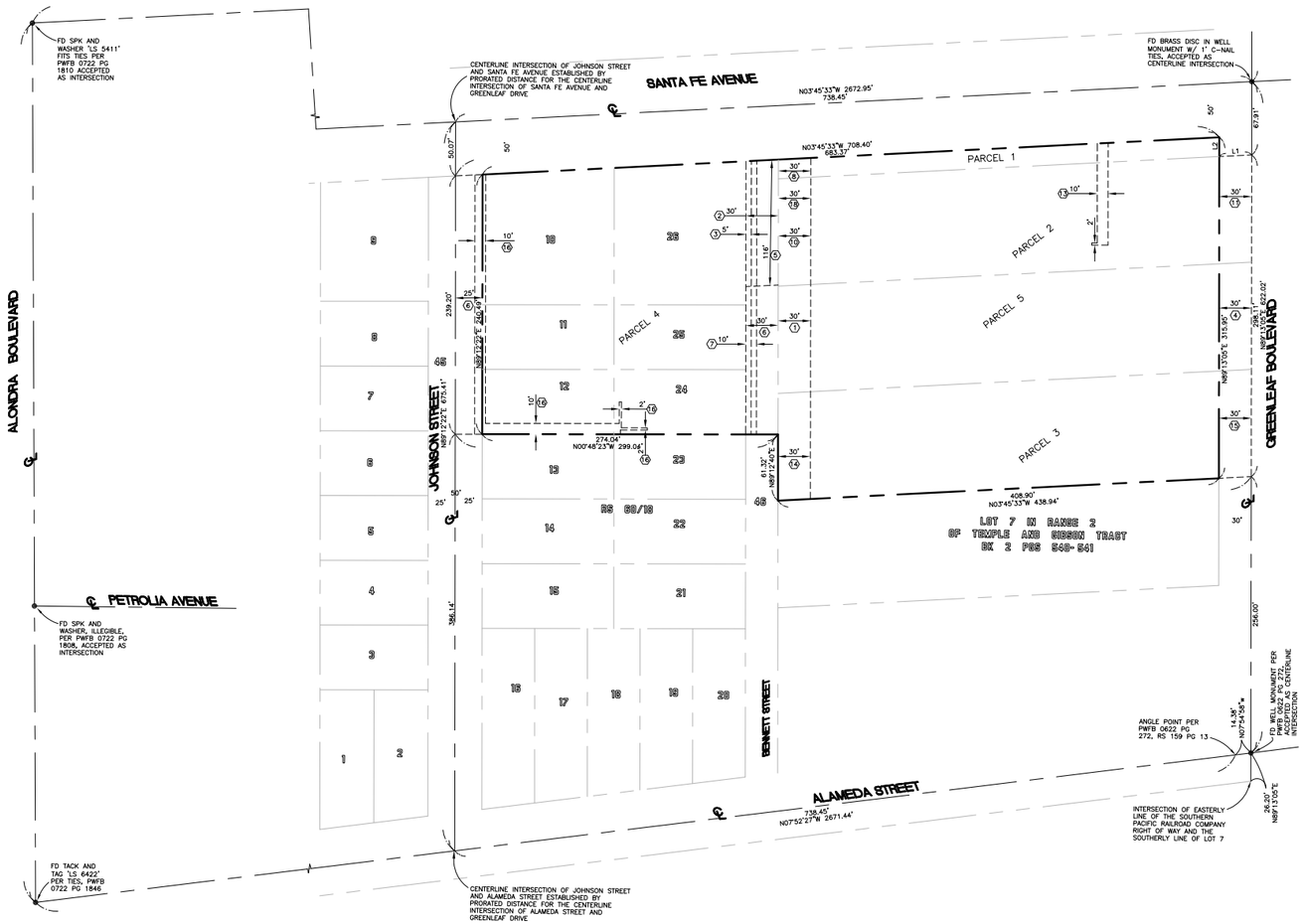
Klabin | Company

SP1

ArchNecture. Design. Relationships.
144 North Orange Street, Orange, California 92866
714 | 639-1980

Scale
Job No.
Date

SCALE : 1" = 50'



SURVEYOR PROCEDURE

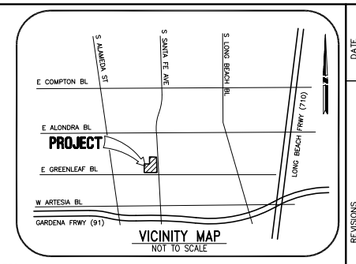
LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°45'33"W	30.04'
L2	N89°13'04"E	30.04'

LEGEND:

CLF	CHAIN LINK FENCE	WM	WATER METER
CB	CATCH BASIN	CO	SEWER CLEANOUT
BW	BACK OF WALK	BF	BACK FLOW VALVE
FH	FIRE HYDRANT	DW	DRIVEWAY
EPB	ELECTRIC PULLBOX	PL	PROPERTY LINE
SL	STREET LIGHT	PP	POWER POLE
TSP	TRAFFIC SIGNAL POLE	EP	EDGE OF PAVEMENT
TSPB	TRAFFIC SIGNAL PULLBOX	AP	ANGLE POINT
SDMH	STORM DRAIN MANHOLE	TE	TRASH ENCLOSEURE
SMH	SEWER MANHOLE	W'LY	WESTERLY
BLDG	BUILDING	E'LY	EASTERLY
CONC	CONCRETE	N'LY	NORTHERLY
PLN	PLANTER	S'LY	SOUTHERLY
FDC	FIRE DETECTOR CHECK	AC PVMT	ASPHALT PAVEMENT
X	NUMBER OF REGULAR PARKING SPACES		POWER POLE
X C	NUMBER OF COMPACT PARKING SPACES		FIRE HYDRANT
X	HANDICAP PARKING	S	SEWER MANHOLE
		SD	STORM DRAIN MANHOLE
			WATER VALVE

UNDERGROUND UTILITY LEGEND:

G	GAS
W	WATER
SS	SANITARY SEWER
SD	STORM DRAIN
T	TELEPHONE
O	GAS/OIL
E	ELECTRICAL
CATV	CABLE TV



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES:

1 BASIS OF BEARINGS THE BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF GREENLEAF BLVD. BEING NORTH 89°13'05" EAST PER RECORD OF SURVEY FILED IN BOOK 60 PAGE 18 OF RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

2 THE PROPERTY DESCRIBED AND SHOWN HEREON CONTAINS 4.52 ACRES, (196,867.46 S.F.)

3 ZONE: HEAVY MANUFACTURING
SETBACK; FRONT: 20 FEET
SIDE: 20 FEET
REAR: 20 FEET

3 THE PROPERTY DESCRIBED ON THIS SURVEY DOES LIES WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA") "AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY: THE PROPERTY LIES WITHIN FLOOD ZONE "X" OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS COMMUNITY PANEL NO. 06037C1815F, BEARING AN EFFECTIVE DATE OF 9-26-08.

ITEM NUMBERS SHOWN HEREON CORRESPOND TO LAWYERS TITLE COMPANY'S PRELIMINARY TITLE REPORT NO. 12520469-09 DATED JUNE 18, 2012

NO RESPONSIBILITY FOR COMPLETENESS, ACCURACY OR CONTENT OF SAID PRELIMINARY TITLE REPORT IS ASSUMED BY THIS MAP.

ITEM NUMBERS INDICATED WITH A HEXAGON (⬡) REFLECT ITEMS WHICH ARE PLOTTED HEREON.

SCHEDULE B

A-F TAXES

(1) A RESERVATION FOR AN EASEMENT FOR PUBLIC STREET OR ROAD RECORDED IN BOOK 3939, PAGE 156, OFFICIAL RECORDS (SEE NOTE BELOW)

(2) A RESERVATION FOR AN EASEMENT FOR PUBLIC STREET OR ROAD RECORDED IN BOOK 3994, PAGE 92 AND BOOK 4407, PAGE 87 BOTH OF PUBLIC RECORDS. (SEE NOTE BELOW)

(3) AN EASEMENT FOR UTILITIES AS PER BOOK 29530, PAGE 222 OF OFFICIAL RECORDS

(4) AN EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITIES AS PER BOOK 36014, PAGE 329, OFFICIAL RECORDS. (ACCEPTED BY THE CITY OF COMPTON PER RESOLUTION NO. 5571)

(5) A RESERVATION FOR AN EASEMENT FOR INGRESS AND EGRESS PURPOSES AS PER BOOK 50082, PAGE 439 OF OFFICIAL RECORDS. (SEE NOTE BELOW)

(6) A RESERVATION FOR A RIGHT OF WAY FOR UNDISCLOSED PURPOSES OVER, UNDER AND ACROSS PARCEL 45 AND 46 OF SAID LAND, IN FAVOR OF MAXIMILLIAN M APPEL, RECORDED JANUARY 17, 1957, IN BOOK 53392, PAGE 282, OF OFFICIAL RECORDS. (SEE NOTE BELOW)

(7) AN EASEMENT FOR UTILITIES AS PER BOOK D-2599, PAGE 890 OF OFFICIAL RECORDS.

(8) A RESERVATION OF THE NORTH 30 FEET OF PARCEL 1 TO BE USED FOR PUBLIC STREET PURPOSES, AS RESERVED IN THE DEED FILED IN BOOK 4879, PAGE 291 OF OFFICIAL RECORDS. (SEE NOTE BELOW)

9 AN EASEMENT FOR UTILITIES AS FILED IN BOOK 30652, PAGE 396 OF OFFICIAL RECORDS. (DOESN'T EFFECT SUBJECT PROPERTY)

(10) A RESERVATION FOR PUBLIC STREETS AND ROADS AS PER BOOK 4733, PAGE 204 OF OFFICIAL RECORDS. (SEE NOTE BELOW)

(11) A RESERVATION FOR AN EASEMENT FOR PUBLIC STREETS AND ROAD AS PER BOOK 41490, PAGE 81 OF OFFICIAL RECORDS. (ACCEPTED BY THE CITY OF COMPTON PER RESOLUTION NO. 6357)

(13) AN EASEMENT FOR UTILITIES AS PER BOOK 49967, PAGE 428 OF OFFICIAL RECORDS

(14) A RESERVATION FOR AN EASEMENT FOR HIGHWAY PURPOSES AND RIGHT TO LAY, CONSTRUCT, OPERATE AND MAINTAIN PIPES, WIRES, POLES AND CONDUITS AS PER BOOK 6066, PAGE 197, OFFICIAL RECORDS. (SEE NOTE BELOW)

(15) AN EASEMENT FOR PUBLIC STREET AND ROAD AS PER BOOK 39526, PAGE 203 OF OFFICIAL RECORDS. (ACCEPTED BY THE CITY OF COMPTON PER RESOLUTION NO. 6149)

(16) AN EASEMENT FOR UTILITIES AS PER INSTRUMENT NO. 2415 OF OFFICIAL RECORDS.

(18) A RESERVATION FOR AN EASEMENT FOR PUBLIC STREET AS PER BOOK 4879, PAGE 291 OF OFFICIAL RECORDS. (SEE NOTE BELOW)

NOTE: A RESERVATION OF AN EASEMENT IS THE RIGHT TO GRANT AN EASEMENT IN THE FUTURE EVEN THOUGH THE PARTY WHO HAS RESERVED THE RIGHT TO GRANT THE EASEMENT IS NO LONGER THE OWNER OF THE LAND WHERE THE EASEMENT WILL RUN

SURVEYOR'S CERTIFICATE:

TO CESAR MURIEL FINGERHUT, (lender), LAWYERS TITLE COMPANY. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4 (IN SQUARE FEET OR ACRES), 6(A), 6(B), 8, 11(B), 13, 16, 17, 18, 19, AND 20(A), AND IF BUILDINGS ARE LOCATED ON THE LAND, ITEMS 7(A), 7(B)(1), 7(B)(2), 7(C), 8, 9, 10(A), AND 10(B) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED IN JULY, 2012.

DATED THIS 11 DAY OF JUNE, 2013.

PROFESSIONAL LAND SURVEYOR — DAVID R. CHAPIN — No. 6761 — EXP. 9/30/14 — STATE OF CALIFORNIA

DAVID R. CHAPIN 6761 — 06/11/13 DATE

LEGAL DESCRIPTION CONTINUED FROM ABOVE RIGHT:

PARCEL 4: 6164-018-005

PARCELS 10, 11, 12, 24, 25, 26, AND 46 AND THE SOUTH 25 FEET OF PARCEL 45 OF RECORD OF SURVEY MAP, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 60, PAGE 18 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID PARCEL 45, THAT PORTION LYING WESTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID PARCEL 12.

ALSO EXCEPT FROM SAID PARCEL 46, THAT PORTION LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID PARCEL 24.

ALSO EXCEPT FROM ALL THE ABOVE PARCELS ONE-HALF INTEREST IN AND TO ALL OIL AND OIL RIGHTS AND OTHER MINERALS OR MINERAL RIGHTS, AS RESERVED BY GEORGE E. RAYMOND AND WIFE, IN THE DEED RECORDED JULY 6, 1921 IN BOOK 344, PAGE 267, OFFICIAL RECORDS.

PARCEL 5: 6164-018-008

THAT PORTION OF LOT 7 IN RANGE 2 OF THE TEMPLE & GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT, DISTANT 381.57 FEET FROM THE INTERSECTION THEREOF WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF LOS ANGELES AND SAN PEDRO RAILWAY; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 99.37 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF LOS ANGELES AND SAN PEDRO RAILWAY, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 99.37 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO A POINT IN THE SOUTH LINE OF THE LAND CONVEYED TO GEORGE A. COOK AND WIFE, BY DEED RECORDED IN BOOK 3013, PAGE 169, OFFICIAL RECORDS; THENCE WEST ALONG THE SOUTH LINE OF THE LAND SO CONVEYED, 99.37 FEET; THENCE SOUTH PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO THE POINT OF BEGINNING.

EXCEPT ONE-HALF INTEREST IN AND TO ALL OIL AND OIL RIGHTS AND OTHER MINERALS OR MINERAL RIGHTS, AS RESERVED BY GEORGE E. RAYMOND AND WIFE, IN DEED RECORDED JULY 6, 1921 IN BOOK 344, PAGE 267, OFFICIAL RECORDS.

LEGAL DESCRIPTION:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: 6164-018-PORTION 007

THAT PORTION OF LOT 7, RANGE 2, TEMPLE & GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

LOT COMMENCING NORTH 89°54'21" EAST 580.32 FEET FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHERN PACIFIC RAILWAY COMPANY'S RIGHT-OF-WAY WITH THE SOUTH LINE OF LOT 7; THENCE NORTH 89°54'21" EAST 17.31 FEET WITH A UNIFORM DEPTH OF 438.92 FEET, EXCEPTING THE SOUTHERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE TO BE KNOWN AS GREENLEAF DRIVE AND MORE PARTICULARLY DESCRIBED AS:

THAT CERTAIN PARCEL OF LAND IN LOT 7, RANGE 2, TEMPLE & GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO CHRISTINA BROLL MARKLEY, RECORDED IN BOOK 4879, PAGE 291, OFFICIAL RECORDS OF SAID COUNTY.

EXCEPT THAT PORTION DEDICATED FOR STREET PURPOSES BY A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF COMPTON ON NOVEMBER 23, 1954, RECORDED DECEMBER 2, 1954 AS INSTRUMENT NO. 2201, OFFICIAL RECORDS.

PARCEL 2: 6164-018-PORTION 007

THAT PORTION OF LOT 7 IN RANGE 2 OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 540 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT, DISTANT 480.94 FEET EAST FROM THE INTERSECTION THEREOF WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE LOS ANGELES AND SAN PEDRO RAILWAY; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 99.37 FEET; THENCE NORTH PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO A POINT IN THE SOUTH LINE OF THE LAND CONVEYED TO GEORGE A. COOK AND WIFE, BY DEED RECORDED IN BOOK 3013, PAGE 169, OFFICIAL RECORDS; THENCE WEST ALONG THE SOUTH LINE OF THE LAND SO CONVEYED, 99.37 FEET; THENCE SOUTH PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO THE POINT OF BEGINNING.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL AND OIL RIGHTS AND OTHER MINERALS OR MINERAL RIGHTS IN AND UNDER SAID LAND, AS RESERVED IN THE DEED FROM GEORGE E. RAYMOND AND MINNIE RAYMOND, HIS WIFE, RECORDED IN BOOK 344, PAGE 267, OFFICIAL RECORDS.

PARCEL 3: 6164-018-009

THAT PORTION OF LOT 7, RANGE 2 OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 540 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF LOT 7 DISTANT 282.20 FEET EASTERLY FROM THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 99.37 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 438.94 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 99.37 FEET TO THE POINT OF BEGINNING.

EXCEPT ONE-HALF INTEREST IN AND TO ALL OIL AND OIL RIGHTS AND OTHER MINERALS AND MINERAL RIGHTS, AS RESERVED BY GEORGE E. RAYMOND AND MINNIE RAYMOND, HIS WIFE, IN DEED RECORDED JULY 6, 1921 IN BOOK 344, PAGE 267, OFFICIAL RECORDS.

ALSO EXCEPT ONE-HALF INTEREST IN AND TO ALL OIL, GAS, MINERALS IN OR UNDER SAID LAND AND RIGHTS THERETO, AS RESERVED BY KATHERINE WYDANT, A MARRIED WOMAN, IN DEED RECORDED JANUARY 8, 1953 AS INSTRUMENT NO. 1260, OFFICIAL RECORDS.

DATE	REVISIONS	NO.

PREPARED BY:
DC ENGINEERING, INC.
LAND SURVEYING & CIVIL ENGINEERING
1435 S. SANTA FE AVENUE, SUITE A
ANAHEIM, CA. 92805
PHONE : (714) 779-3828 FAX (714) 779-3829

PREPARED FOR:
MURIEL FINGERHUT
1435 SOUTH SANTA FE AVENUE
COMPTON, CA 90221

A.L.T.A./ ACSM LAND TITLE SURVEY

1435, 1515 SOUTH SANTA FE AVENUE
411, 615 WEST GREENLEAF BOULEVARD
CITY OF COMPTON
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

DATE: JUNE 11, 2013

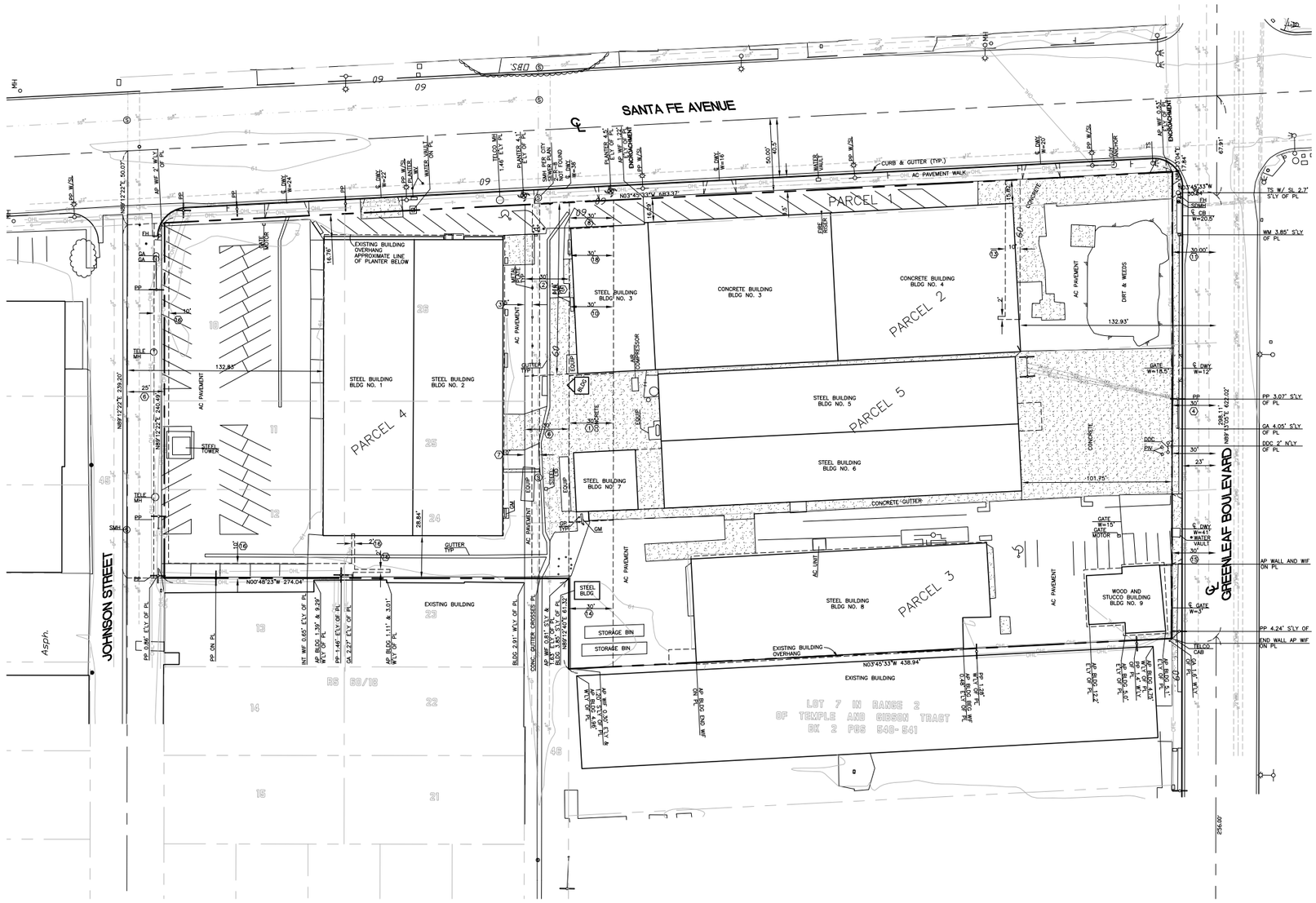
DRAWN BY: JDF

CHECKED BY: DRC

JOB NO: 1010.07

SHEET 1 OF 2

SCALE : 1" = 30'


SANTA FE AVENUE
JOHNSON STREET
GREENLEAF BOULEVARD
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
CONCRETE BUILDING BLDG NO. 3
CONCRETE BUILDING BLDG NO. 4
STEEL BUILDING BLDG NO. 1
STEEL BUILDING BLDG NO. 2
STEEL BUILDING BLDG NO. 3
STEEL BUILDING BLDG NO. 5
STEEL BUILDING BLDG NO. 6
STEEL BUILDING BLDG NO. 7
STEEL BUILDING BLDG NO. 8
WOOD AND STUCCO BUILDING BLDG NO. 9
EXISTING BUILDING OVERHANG APPROXIMATE LINE OF PLANTER BELOW
EXISTING BUILDING OVERHANG
EXISTING BUILDING
STORAGE BIN
STORAGE BIN
AC PAVEMENT
DIRT & WEEDS
CONCRETE
CONCRETE GUTTER
GUTTER TYP.
CURB & GUTTER (TYP.)
AC PAVEMENT WALK
N89°12'22"E 239.20'
N89°12'22"E 240.49'
N00°48'23"W 274.04'
N89°11'05"E 623.02'
N89°12'22"E 50.07'
N89°12'22"E 61.52'
N00°45'33"W 683.37'
N00°45'33"W 438.94'
N89°11'05"E 298.11'
256.00'
132.83'
132.93'
101.75'
67.91'
29.94'
LOT 7 IN RANGE 2
OF TEMPLE AND GIBSON TRACT
BK 2 PGS 540-541
RS 60/18
Asph.
EXISTING BUILDING
BLDG 2.81' W'LY OF PL
CONC. GUTTER CROSSES PL
AP WF 0.81' S'LY & BLDG 1.11' W'LY OF PL
NLT WF 0.65' E'LY OF PL
AP BLDG 1.30' & 9.29' W'LY OF PL
PP 1.46' E'LY OF PL
GA 2.27' E'LY OF PL
AP BLDG 1.11' & 3.01' W'LY OF PL
PP 0.06' E'LY OF PL
PP ON PL
AP WF 2' W'LY OF PL
TS W/ SL 2.7' S'LY OF PL
WM 3.85' S'LY OF PL
PP 3.07' S'LY OF PL
GA 4.05' S'LY OF PL
DOC 2" N'LY OF PL
AP WALL AND WF ON PL
PP 4.24' S'LY OF END WALL AP WF ON PL
AP WF 0.04' E'LY OF ENCROACHMENT
AP WF 0.04' E'LY OF ENCROACHMENT
PLANTER 4.4' E'LY OF PL
PLANTER 4.4' E'LY OF PL
PLANTER 4.5' E'LY OF PL
3MH PER CITY STD. 310 FOUND
TELCO MH 1.04' E'LY OF PL
WATER VAULT
WATER VAULT
WATER VAULT

December 21, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD TO COVER WATER DEBT FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS ACCRUED BETWEEN MARCH 4, 2020 AND JUNE 15, 2021 ($704,973.91)

SUMMARY

This resolution requests that City Council accept the California State Water and Resources Control Board ("State Water Board"), California Water and Wastewater Arrearage Payment Program: Water Arrearages ("Water Arrearages Program") grant totaling $704,973.91 to cover water debt from residential and commercial customers accrued between March 4, 2020 and June 15, 2021. The State Water Board has reviewed and approved the City's application and planned activities for the grant.

BACKGROUND

The COVID-19 pandemic has made it difficult for many Californians to pay their bills due to job loss and other hardships. As a result, water systems throughout California that provide water services to customers have been financially impacted. These hardships led to the State Water Board creating the California Water and Wastewater Arrearage Payment Program to provide relief to community water and wastewater systems for unpaid bills related to the pandemic, through $985 million in federal funding allocated by the state legislature.

The funding provided by the program will cover drinking water charges for residential and commercial customers accrued between March 4, 2020 and June 15, 2021, including both active and deleted water accounts. Additionally, the grant will also cover administrative costs associated with administering the program.

STATEMENT OF THE ISSUE

The City of Compton submitted the application for the Water Arrearages Program grant on October 11, 2021, and we were notified of the award in the amount of $704,973.91 on November 17, 2021. The City of Compton must use grant funds to cover drinking water charges from residential and commercial customers accrued between March 4, 2020 and June 15, 2021, including both active and deleted accounts; additionally, the grant may be

used to cover administrative costs associated with administering the program, which include, but are not limited to:

- Personnel costs
- Office supplies
- Postage

The City of Compton must use the funds over a 60-day period from the date the check was received (November 29, 2021) to satisfy the provisions contained within the guidelines for the Water Arrearages Program grant. The City proposes to budget $684,440.69 for bill credits to residential and commercial accounts, and $20,533.22 in (Personnel Cost:$14,533.22; Office Supplies:$1,000; Postage: $5,000) for administrative costs for administering the program. The following table conveys the proposed usage of funds.

	No. of Accounts	Amount
Residential	1,245	$563,258.43
Commercial	98	$121,182.26
Subtotal	1343	$684,440.69
Administrative Costs (3%)		$ 20,533.22
Total		$704,973.91

A cost description for each activity, including administrative costs is provided in the Water Arrearages Disbursement Request Form attachment for the $704,973.91 allocation, which was also submitted to the State Water Board.

Furthermore, in order to comply with the provisions contained within the guidelines for the Water Arrearages Program grant; the City will also be crediting the late charges accrued between March 4, 2020 and June 15, 2021 on all customer accounts receiving the bill credit from the grant. Staff estimates the City will be crediting approximately $50,000 in late fees, which is not associated with the funding from the Water Arrearages Program grant.

ALTERNATIVES

City Council has the authority to accept the grant funds, which will facilitate the implementation of the proposed activities. However, if City Council chooses not to accept the grant funds, the City cannot implement the proposed activities unless the funding source will be allocated from the General Fund or other funding sources.

FISCAL IMPACT

The cost of the proposed activities as well as grant oversight will be paid directly from the Water Arrearages Program grant in the amount of $704,973.91. Staff is requesting that the Fiscal Year 2021-2022 budget be amended as follows:

Increase Revenue in the following Account to amend:

ACCOUNT NO.	DESCRIPTION		AMOUNT
2686-890-000-3569	Other State Grants	$	704,973.91

Increase Expenditure in the following Account:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2686-890-000-4171	Overtime	$ 12,446.22
2686-890-000-4190	Worker's Compensation	$ 1,335.00
2686-890-000-4197	Unemployment Insurance	$ 423.00
2686-890-000-4190	Worker's Compensation	$ 1,335.00
2686-890-000-4197	Unemployment Insurance	$ 423.00
2686-890-000-4198	SDI	$ 149.00
2686-890-000-4199	Medicare	$ 180.00
2686-890-000-4210	Office Supplies	$ 1,000.00
2686-890-000-4215	Postage	$ 5,000.00

In addition, to complete the use of the grant money, an additional budget amendment is needed. A transfer of grant funds to the Water Fund will allow a credit to unpaid bills for each customer during the period of March 4, 2020 to June 15, 2021. Therefore, staff is also requesting:

Increase Expenditure in the following Account:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2686-890-000-4290	Contribution to Other Funds	$684,440.69

Increase Revenue in the following Account:

ACCOUNT NO.	DESCRIPTION	AMOUNT
5000-000-000-3920	Contribution from Other Funds	$684,440.69

Increase Expenditure in the following Account:

ACCOUNT NO.	DESCRIPTION	AMOUNT
5000-890-000-4245	Uncollectables	$684,440.69

RECOMMENDATION

Staff recommends that City Council accept the Water Arrearages Program grant from the State Water Board and adopt the attached resolution, which will approve the proposed activities.

**DON NGUYEN, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**RONERICK SIMPSON
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD TO COVER WATER DEBT FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS ACCRUED BETWEEN MARCH 4, 2020 AND JUNE 15, 2021 ($704,973.91)

WHEREAS, the COVID-19 pandemic has made it difficult for many Californians to pay their bills due to job loss and other hardships. As a result, the California State Water and Resources Control Board ("State Water Board") created the California Water and Wastewater Arrearage Payment Program ("Water Arrearages Program"), which provides relief to community water and wastewater systems for unpaid bills related to the pandemic, through $985 million in federal funding allocated by the state legislature; and

WHEREAS, the funding provided by the program will cover drinking water charges for residential and commercial customers accrued between March 4, 2020 and June 15, 2021, including active and deleted water accounts. Additionally, the grant will also cover administrative costs associated with administering the program; and

WHEREAS, the State Water Board has awarded the City of Compton a total of $704,973.91 through the Water Arrearages Program grant; and

WHEREAS, the grant will be used to cover the following activities: 1) Bill credits for drinking water charges from residential and commercial customers accrued between March 4, 2020 and June 15, 2021; 2) Administrative costs associated with administering the program, which include, but are not limited to: Personnel costs, Office supplies, and Postage; and

WHEREAS, the City of Compton must use the funds over a 60-day period from the date the check was received (November 29, 2021) to satisfy the provisions contained within the guidelines for the Water Arrearages Program grant. The City proposes to budget $684,440.69 for bill credits to residential and commercial accounts, and $20,533.22 for administrative costs for administering the program; and

WHEREAS, in order to comply with the provisions contained within the guidelines for the grant, the City will also be crediting the late charges accrued between March 4, 2020 and June 15, 2021 on all customer accounts receiving the bill credit from the grant. Staff estimates the City will be crediting approximately $50,000 in late fees, which is not associated with the funding from the Water Arrearages Program grant; and

WHEREAS, the 2021-2022 Fiscal Year budget be amended to accept the Water Arrearages Program funds awarded by the State Water Board.

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

SECTION 1: That Water funding in the amount of Seven Hundred Four Thousand, Nine Hundred Seventy-three and Ninety-one cents ($704,973.91) from the State Water and Resources Control Board be used to cover drinking water charges from residential and commercial customers accrued between March 4, 2020 and June 15, 2021, and administrative costs for administering the program.

SECTION 2: That the Water Department's Fiscal Year 2021-2022 budget shall be amended as follows:

Increase Revenues in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2686-890-000-3569	Other State Grants	$704,973.91

Increase Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2686-890-000-4171	Overtime	$ 12,446.22
2686-890-000-4190	Worker's Compensation	$ 1,335.00
2686-890-000-4197	Unemployment Insurance	$ 423.00
2686-890-000-4198	SDI	$ 149.00
2686-890-000-4199	Medicare	$ 180.00
2686-890-000-4210	Office Supplies	$ 1,000.00
2686-890-000-4215	Postage	$ 5,000.00

SECTION 3. That the Water Department's Fiscal Year 2021-2022 budget shall be amended to transfer funds between accounts and appropriation increase expenditure as follows:

Increase Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2686-890-000-4290	Contribution to Other Funds	$684,440.69

Increase Revenues in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
5000-000-000-3920	Contribution from Other Funds	$684,440.69

Increase Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
5000-890-000-4245	Uncollectables	$684,440.69

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

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

ADOPTED this_____day of _____, 2021

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, 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

STATE WATER RESOURCES CONTROL BOARD

CALIFORNIA WATER AND WASTEWATER ARREARAGES PAYMENT PROGRAM
WATER ARREARAGES DISBURSEMENT REQUEST FORM

PWSID NO: CA1910026

WATER SYSTEM NAME: COMPTON-CITY, WATER DEPT.

LEGAL ENTITY NAME: CITY OF COMPTON

MAILING ADDRESS: 205 S WILLOWBROOK AVENUE , COMPTON, CA , 90220

	NO. OF ACCOUNTS	PAYMENT AMOUNT REQUESTED
RESIDENTIAL	1,245	$563,258.43
COMMERCIAL	98	$121,182.26
SUBTOTAL	1,343	$684,440.69
ADMINISTRATIVE COSTS (Maximum of 3% OF SUBTOTAL UP TO $1 MILLION)		$20,533.22
GRAND TOTAL OF PAYMENT AMOUNT REQUESTED		$704,973.91

CERTIFICATION: I have read and signed the Conditions of Payment Form and understand that this Disbursement Request Form **CANNOT BE PROCESSED** unless a complete and accurate Conditions of Payment Form is currently on file with the State Water Resources Control Board.

The arrearages claimed in this Disbursement Request Form have been incurred and remain unpaid by customers of the Community Water System and any payments received from the State Water Resources Control Board will be allocated as bill credits within sixty (60) days of receipt of the funds requested in accordance with the California Water and Wastewater Arrearages Payment Program Guidelines and will return any moneys not credited to the State Water Resources Control Board within six months of receipt.

AUTHORIZED REPRESENTATIVE OR DESIGNEE SIGNATURE: **DATE:**

Don Nguyen
Don Nguyen (Nov 9, 2021 13:12 PST)

Nov 9, 2021

Adobe Sign Transaction Number: CBJCHBCAABAADIXIdZk2xNUIcc_FERag1LaU814KluwP

FOLLOWING SECTION IS FOR STATE USE ONLY

PAYMENT INVOICE NO.: _____

INVOICE DATE: _____

CALIFORNIA WATER AND WASTEWATER ARREARAGES PAYMENT PROGRAM

WATER ARREARAGES DISBURSEMENT REQUEST FORM

PWSID NO:

WATER SYSTEM NAME:

LEGAL ENTITY NAME:

FOLLOWING SECTION IS FOR STATE USE ONLY

PAYMENT INVOICE NO.: _____

INVOICE DATE: _____

PAYMENT REQUEST AMOUNT	**$**
ADJUSTMENT	**$**
AMOUNT DUE	**$**

ADJUSTMENT COMMENTS:

FI$CAL SUPPLIER ID: _____ ADDRESS ID: _____

FUND TITLE		ITEM	FY	CHAPTER	STATUTE
Coronavirus Fiscal Recovery Fund of 2021		3940-162-8506	21/22	21/21	2021
PROGRAM	**REPORTING STRUCTURE**	**ACCOUNT**	**ALT ACCOUNT**	**PROJECT #**	**PROJECT ACTIVITY #**
3560000C25	39400556	5432600	5432600000	3940COVIDARREAR	L/A

STATUTE LANGUAGE:

Per California Health and Safety Code 116773.4, the board provides financial assistance to community water systems for the purpose of assisting customers with past-due bills accrued during the COVID-19 pandemic bill relief period from March 4, 2020 to June 15, 2021.

SIGNATURES FOR APPROVAL OF PAYMENT

Reviewed By: _____ **Title:** Analyst **Date:** _____

Reviewed By: _____ **Title:** Manager **Date:** _____

Water Arrearages Disbursement Request Form Instructions

Use the instructions below to complete the Disbursement Request Form. Complete all required sections of the form to prevent delays in processing. If any assistance is needed in completing this form, please contact: communitywatersystemscovidrelief@waterboards.ca.gov.

- **Community Water System Identification and Mailing Address section**
  - Provide the PWSID number that is associated with the Community Water System you are requesting disbursement under.
    - If this is an aggregate application, provide the PWSID number used to complete the Application Survey.
  - Provide the Community Water System's name.
    - If this is an aggregate application, use the Umbrella Entity name that was provided in the Application Survey.
  - The legal entity name should be the name under which the Community Water System files with the Internal Revenue Service. It also should be the same name reported on the STD. 204 form.
  - The mailing address is where the check will be sent. This address must be either the Community Water System's mailing address, or the Administrative Contact's mailing address as reported on the Application Survey.

- **Payment Request section**
  - Provide the number of residential accounts with arrearages being claimed for payment and the dollar amount associated with them.
  - Provide the number of commercial accounts with arrearages being claimed for payment and the dollar amount associated with them.
  - Administrative costs are defined as any costs incurred to participate in the Program per the Program Guidelines.

- **Certification –** Read the certification in its entirety and sign on the line to certify that the information contained in this Disbursement Request Form is complete and accurate. Sign using blue ink. Only an original signature will be accepted.

- **Signature(s) –** The person signing must be the Community Water System's authorized representative or designee. The signature must be an original wet ink signature in blue ink.

- **State Use Only –** Do not write in this section as it is designated for State Use Only. (NOTE: If you write in this section, the disbursement form cannot be processed and a new form will need to be submitted.)

- **This document is a two page document. The PWSID number and Community Water System name must be printed on both pages. Both pages must be uploaded as a single PDF as well as sent in to the Board.**

- **Send in the Form**

  - Water Arrearages Payment Program
    State Water Resources Control Board
    1001 I Street, 17th Floor
    Sacramento, CA 95814

December 21, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUANCE OF A PURCHASE ORDER TO BIGGS CARDOSA ASSOCIATES, INC. STRUCTURAL ENGINEERS TO DEVELOP OPTIONS FOR THE CITY TO CONSIDER REGARDING THE ROSECRANS AVENUE BRIDGE AND ARTESIA BRIDGE OVERCROSSING ($37,618)

SUMMARY

This Resolution will authorize the City Manager to enter into a Professional Services Agreement with Biggs Cardosa Associates, Inc. Structural Engineers (BCA) to develop options for the City Council to consider regarding the Rosecrans Avenue Bridge and Artesia Bridge.

BACKGROUND

Since the 1980 construction of the Rosecrans Avenue Overcrossing at Alameda Street, this once vibrant economic section of Compton has steadily declined into the blight that currently exists there today. Law enforcement, public works and community outreach hasn't provided the path towards recovery that this area needs.

The Artesia Bridge was constructed in 1956, is approximately 100 feet wide, and includes 10 spans of varying length for a total bridge length of 718 feet. On December 18, 2020, a fire occurred underneath the bridge, which caused significant structure damage to the bridge. In April 2021, the LA County Department of Public Works inspected the Artesia Bridge and issued a report in June 2021 that indicated 10 of 11 girders are warped and the integrity of the steel has been degraded to level that the structural integrity of the bridge is at zero (0%).

The BCA proposal will study various options for both the Rosecrans Avenue and Artesia Bride:

Rosecrans Avenue Bridge:

1. Removal of Bridge
2. Redesign with Enclosure underneath the Bridge
3. Identify Alternative Use Options under the Bridge
4. Identify funding opportunities (Regional, State and Federal)

Artesia Bridge:

1) Repair of Bridge
2) Replacement of Bridge
3) Identify funding opportunities (Regional, State and Federal)
4) Assist with preparation of funding requests documents
5) Assist with identifying professional Engineering and Architectural firms for repair/replacement of the Bridge

STATEMENT OF THE ISSUE

Given the complex Infrastructure and Engineering design requirements associated with Bridge Construction and Repair, staff solicited expertise and specialist in the field of Bridge Engineering to provide alternative solutions to address this issue.

Staff identified Biggs Cardosa (BCA) has the recommended firm to provide these services to the City. BCA has over 35 years of experience in bridge design and construction and has confronted many of the same issues that Compton is currently confronted with. They have mitigated similar issues throughout the country.

BCA will provide options and examples from other cities regarding Bridge repair, demolition and construction. Under this task, BCA will provide visual displays of how these options will be applied to the problem areas under the Rosecrans Avenue Bridge and Artesia Bridge.

BCA will correspond with the California Public Utilities Commission regarding the possible removal, repair and replacement options for both bridges. They will provide concept plans/sketches for all of their options along with preliminary cost estimates to assist the City with evaluating the feasibility of all options.

FISCAL IMPACT

The funding for this agreement will not impact the City's General Fund, The costs will be paid with Proposition C funds within the Public Works Engineering Department 2021-2022 fiscal year budget account number # 1900-710-000-4262. The completion of both tasks will cost a total of $37,618.

ALTERNATIVE

1. Do nothing - If this alternative is chosen, the current blight that exists will continue.

2. Provide an In-House Solution - Although the City tried many targeted efforts using the Sheriff's, Public Works and Community Outreach, these efforts did not achieve the desired result of enhancing this environment.

3. Hire BCA - This alternative will at least provide a choice of options for the City to consider in addressing the blight that exists there today.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement with BCA to provide the City with options in addressing the Rosecrans Avenue Bridge and Artesia Bridge Overcrossing.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUANCE OF A PURCHASE ORDER TO BIGGS CARDOSA ASSOCIATES, INC. STRUCTURAL ENGINEERS TO DEVELOP OPTIONS FOR THE CITY TO CONSIDER REGARDING THE ROSECRANS AVENUE BRIDGE AND ARTESIA BRIDGE OVERCROSSING ($37,618)

WHEREAS, since the 1980 construction of the Rosecrans Avenue Overcrossing at Alameda Street, this once vibrant economic section of Compton has steadily declined into the blight that currently exists there today; and

WHEREAS, over the years Law enforcement, public works and community outreach hasn't provided the path towards recovery that this area needs; and

WHEREAS, City efforts to enhance the area under the Rosecrans Avenue Overcrossing has not achieved the results desired to enhance this part of Compton; and

WHEREAS, the City needs assistance in developing options for consideration that would improve the blight that has plagued this area; and

WHEREAS, the Artesia Bridge was constructed in 1956, is approximately 100 feet wide, and includes 10 spans of varying length for a total bridge length of 718 feet; and

WHEREAS, on December 18, 2020, a fire occurred underneath the bridge, which caused significant structure damage to the bridge; and

WHEREAS, in April 2021, the LA County Department of Public Works inspected the Artesia Bridge and issued a report in June 2021 that indicated 10 of 11 girders are warped and the integrity of the steel has been degraded to level that the structural integrity of the bridge is at zero (0%); and

WHEREAS, the Artesia Bridge is of regional significance and negative economic impacts of the closure to the local Compton Businesses and economy it is critical for the city to develop a plan for repair/replacement of the bridge; and

WHEREAS, given the complex Infrastructure and Engineering design requirements associated with the Bridge Construction and Repair, staff solicited expertise and specialist in the field of Bridge Engineering to provide alternative solutions to address this issue; and

WHEREAS, staff identified Biggs Cardosa (BCA) has the recommended firm to provide these services to the City. BCA has over 35 years of experience in bridge design and construction and has confronted many of the same issues that Compton is currently confronted with. They have mitigated similar issues throughout the country; and

WHEREAS, BCA will provide options and examples from other cities regarding Bridge repair, demolition and construction. Under this task, BCA will provide visual displays of how these options will be applied to the problem areas under the Rosecrans Avenue Bridge and Artesia Bridge; and

WHEREAS, BCA will correspond with the California Public Utilities Commission regarding the possible removal, repair and replacement options for both bridges. They will provide concept plans/sketches for all of their options along with preliminary cost estimates to assist the City with evaluating the feasibility of all options.

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

SECTION 1. That the City does hereby authorize the City Manager to enter into a Professional Services Agreement with Biggs Cardosa Associates, Inc. Structural Engineers to provide options to the City for the Rosecrans Avenue Bridge Overcrossing over Alameda Street and the Alameda Corridor Rail.

SECTION 2. That the funding for this agreement will not impact the City's General Fund. The costs will be paid with Proposition C funds within the Public Works Engineering Department 2021-2022 fiscal year budget account number #1900-710-000-4262. The completion of both tasks will cost a total of $37,618.

SECTION 3. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Department.

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

BIGGS CARDOSA
ASSOCIATES INC
STRUCTURAL ENGINEERS

500 S. Main Street, Ste. 1200
Orange, CA 92868-4507
Telephone 714.550.4665

April 4, 2021

City of Compton
Office of the City Manager
205 S. Willowbrook Avenue
Compton, CA 90220

Attention: Craig Cornwell, City Manager
Michael Antwine, Assistant City Manager

Subject: Rosecrans Avenue Overpass | Concept Study
Biggs Cardosa Proposal

Dear Mr. Cornwell and Mr. Antwine:

Biggs Cardosa Associates, Inc. is pleased to submit our proposal to provide professional engineering services for the subject project.

Firm Overview / Qualifications

Biggs Cardosa is a structural engineering company founded in 1986 with over 100 employees located in six offices throughout California. Our services include planning, design, construction management, and inspection services for bridges, transportation structures, and supporting infrastructure facilities. We specialize in the design, seismic retrofit, modification, and rehabilitation of bridges and other structures for Caltrans and numerous other transportation-related regional and local agencies.

Project Understanding

View Under Bridge (East of the Alameda Rail Corridor, Looking North)

The Rosecrans Avenue Overcrossing (Bridge No. 53C1964) carries Rosecrans Avenue over Alameda Street and the Alameda Rail Corridor. The bridge is approximately 900 feet long and 56 feet wide, and was constructed in 1992. Frontage roads on either side of the bridge provide access to residents, businesses, and religious facilities. The areas under the bridge to the west and east of Alameda Street include parking stalls, concrete walkways, and dirt areas.

The construction of this elevated Overcrossing structure resulted in a loss of visibility for adjacent properties. Open areas under the bridge have attracted nuisance activities and homeless encampments. Our understanding is that the City of Compton wishes to evaluate options that would remedy these issues and improve the character of the area.

View Under Bridge (West Abutment)

We propose to evaluate the following options:

Option 1: Remove Bridge	
Description	Remove the Overcrossing structure to return Rosecrans Avenue to grade. A new, smaller bridge structure would be constructed over the trench section of the Alameda Rail Corridor. A new grade crossing with crossing warning devices would be constructed for the at-grade track on the east side of the trench.
Benefits	This option would restore visibility to adjacent properties, and would mitigate homeless encampments and nuisance activities under the bridge. Traffic circulation would be improved.
Challenges	The Alameda Corridor Transportation Authority (ACTA), BNSF Railway, Union Pacific Railroad (UPRR) and the California Public Utilities Commission (CPUC) would need to approve of the construction of the new bridge over the railroad corridor, and the construction of a new at-grade single track crossing. The configuration would be similar to the intersection of Alameda Street and Elm Street to the south, and the intersection of Alameda Street and Pine Street to the north.

Option 2: Enclose Area Under Bridge	
Description	Panels would be hung from the Overcrossing to enclose the area under the bridge. The areas to the east and west of Alameda Street and the Alameda Rail Corridor would have the appearance of earthen fill approach embankments.
Benefits	This option would mitigate homeless encampments and nuisance activities under the bridge. Coordination with the railroads would not be required. The construction cost of this option would be minimal relative to Option 1.
Challenges	The Overcrossing will need to have sufficient reserve capacity to accommodate the added dead load of the hung panels. Aluminum or other lightweight materials could be evaluated if precast concrete panels are found to be too heavy. The design will need to accommodate Caltrans bridge inspectors for bi-annual inspections, but will need to be secured to prevent unwanted access to the area behind the panels.

Option 3: Identify Opportunities Under Bridge	
Description	Research and investigate cultural, technological, and other opportunities to promote positive uses under the bridge. Uses could include electric vehicle charging stations, landscaping/gardens, art installations (e.g. sculptures), and other uses.
Benefits	Depending on the desired use, the area under the bridge could generate revenue for the City and/or provide opportunities to develop cultural resources to improve the area.
Challenges	Should revenue-generating activities be desired, the City may need to market the availability of the space under the bridge to various industries. Significant stakeholder input may be required to determine the best uses.

Biggs Cardosa will work with the City to assess the feasibility of these options, prepare a Concept Study Report, and assess funding opportunities to proceed to the next phases of this project. The following sections describe our Scope of Work in detail.

Scope of Work

Option 1: Remove Bridge

Biggs Cardosa will coordinate with CPUC and the railroads to determine what agreements will be required in order to construct a new bridge over the Alameda Corridor and a new at-grade crossing. The goal is to determine the level of effort required for the final design phase should this option be viable. For example, we anticipate that CPUC will require a formal application in lieu of the General Order 88-B authorization process because this option will construct a new public rail crossing.

We will develop rough order of magnitude construction cost estimates to remove the existing bridge, and to construct a new bridge and grade crossing.

Assumptions:

- Biggs Cardosa will assist in preparing letters to the railroads and CPUC expressing the need to evaluate returning Rosecrans Avenue to grade to restore visibility to the community. Up to two (2) meetings with CPUC and the railroads are included in this scope.
- Traffic analyses and traffic circulation studies are not included in this scope. This scope assumes that there will be signalized at-grade intersections of Rosecrans Avenue and Alameda Street to either side of the rail corridor.
- Rough order of magnitude costs for the structures will be based on costs per square foot for bridge demolition and bridge construction. Grade crossing warning devices and grade crossing panel estimates will be based on Biggs Cardosa's experience with railroad projects.
- Preliminary plans can be developed in a subsequent phase of the project. The goal of the Concept Study phase for this option is to assess whether CPUC and the railroads would entertain this option, or if there is a low probability of reaching an agreement with them.

Deliverables:

- Correspondence with CPUC and the Railroads
- Preliminary Construction Cost Estimate

Option 2: Enclose Area Under Bridge

Biggs Cardosa will obtain the as-built plans for the Rosecrans Avenue Overcrossing from the City or Caltrans. Panel options will be evaluated with respect to added dead load on the bridge (evaluated as a % increase in the overall dead load of the structure).

Conceptual sketches will be developed depicting the arrangement of the panels and their attachment to the bridge superstructure. A construction cost estimate will be prepared.

Assumptions:

- Up to two (2) panel options will be evaluated. We anticipate considering precast concrete panels and a lightweight (e.g. aluminum) panel option.
- A load rating of the existing bridge (as required per Caltrans Structure Technical Policy 16.2 "Change of Dead Load of Existing Structures") is not included in this scope. That analysis can be performed in a subsequent phase of the project should this be the preferred option.
- No special aesthetic treatments are assumed. We assume that precast concrete panels would use a fractured fin texture (similar to the approach embankments) to deter graffiti.

Deliverables:

- Concept Plans/Sketches
- Structural Calculations – Dead Load % Increase
- Preliminary Construction Cost Estimate

Option 3: Identify Opportunities Under Bridge

Biggs Cardosa will research and investigate methods other cities and agencies have employed to improve open spaces below their bridges. Potential options include electric vehicle charging stations, landscaped areas, or cultural features like sculpture gardens.

We will prepare views of the areas under the bridge with conceptual illustrations and dimensions to show the approximate arrangement and square footage of available spaces. These documents and graphics can be used by the City to solicit interest from various parties. For revenue-generating activities like electric vehicle charging stations, our deliverables can be used in discussions with companies such as EVgo (https://www.evgo.com/) to generate interest in the area. For cultural uses, groups like the Compton Advocates Coalition could be contacted to solicit feedback on desired uses under the Overcrossing.

Assumptions:

- Landscape architecture is not included in this scope. Conceptual landscaping plans can be developed in a subsequent phase if that is the desired use.
- Public outreach efforts are not included in this scope. A public outreach campaign can be undertaken in a subsequent phase to solicit feedback on uses under the bridge.

Deliverables:

- Concept Sketches & Illustrations of Potential Uses
- Write-Up [*To Be Included in the Concept Study Report*]

Concept Study Report

We will summarize the work performed above in a brief Concept Study Report. The report will outline the options studied, the work done to-date for each option, and recommended next steps.

Assumptions:

- Letters, sketches, cost estimates, and other deliverables noted in the tasks above will be compiled into the Concept Study Report.
- It is assumed that the City of Compton will be the only agency reviewing the Concept Study Report.
- Preparation of a draft and final (following any comments received from the City on the draft) Concept Study Report are included in this scope.

Deliverables:

- Concept Study Report

Fee

We propose to provide the services outlined in this proposal on a time and materials basis for a not-to-exceed amount of $18,266. A detailed breakdown of our fee proposal is attached.

We look forward to working with you on this project. Should you have any questions, please do not hesitate to contact me.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.

Eric Pheifer, PE
Associate

Attachments:

- Fee Proposal
- Charge Rate Schedule

Rosecrans Avenue Overcrossing | Concept Study

Fee Proposal | Biggs Cardosa Associates

S.O.W. Phase / Task	Principal II	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Junior Engineer	BIM / Visualization Specialist	Total Hours	Labor Subtotal
	$270.00	$224.00	$195.00	$175.00	$160.00	$148.00	$135.00	$124.00	$140.00		
Option 1: Remove Bridge											**$4,956**
CPUC / Railroad Coordination		4			8					12	$2,176
Preliminary Construction Cost Estimate		4		4		8				16	$2,780
Option 2: Enclose Area Under Bridge											**$6,318**
Research / Data Collection		2			4					6	$1,088
Concept Plans / Sketches		2			8				8	18	$2,848
Structural Calculations (Dead Load % Incr.)								8		8	$992
Preliminary Construction Cost Estimate		2		2		4				8	$1,390
Option 3: Identify Opportunities Under Bridge											**$4,144**
Research / Data Collection		4								4	$896
Concept Sketches & Illustrations		2							20	22	$3,248
Concept Study Report											**$2,848**
Draft Report Preparation		2			4			8		14	$2,080
Final Report Preparation		2			2					4	$768
									Labor Subtotal		**$18,266**
Subconsultants / Expenses											
									Subconsultant / Expense Subtotal		**$0**
									Total Fee		**$18,266**

BIGGS CARDOSA
ASSOCIATES INC
STRUCTURAL ENGINEERS

500 S. Main Street, Ste. 1200
Orange, CA 92868-4507
Telephone 714.550.4665

CHARGE RATE SCHEDULE

Principal	$240.00 - $300.00
Associate	$224.00
Engineering Manager	$195.00
Senior Engineer	$175.00
Project Engineer	$160.00
Staff Engineer	$148.00
Assistant Engineer	$135.00
Junior Engineer	$124.00
Senior Computer Drafter	$140.00
Computer Drafter	$124.00
Junior Computer Drafter	$112.00
BIM/Visualization Specialist	$140.00
Project Administrator	$158.00
Project Coordinator	$130.00
Secretarial Services	$100.00
Construction Manager	$234.00
Senior Structural Representative	$204.00
Structural Representative	$182.00
Assistant Structures Representative	$146.00
Senior Bridge Inspector	$182.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	$0.32/ sq. ft.
Plots	$1.60/ sq. ft.
Mylar Plots	$3.20/ sq. ft.

Charge Rates Applicable October 1, 2020 thru September 30, 2021

BIGGS CARDOSA ASSOCIATES INC
STRUCTURAL ENGINEERS

500 S. Main Street, Ste. 1200
Orange, CA 92868-4507
Telephone 714.550.4665

August 6, 2021

City of Compton
Office of the City Manager
205 S. Willowbrook Avenue
Compton, CA 90220

Attention: Michael Antwine, Assistant City Manager

Subject: Artesia Boulevard over Alameda/UPRR | Bridge Repair Study
Biggs Cardosa Proposal

Dear Mr. Antwine:

Biggs Cardosa Associates, Inc. is pleased to submit our proposal to provide professional engineering services for the subject project.

Firm Overview / Qualifications

Biggs Cardosa is a structural engineering company founded in 1986 with over 100 employees located in six offices throughout California. Our services include planning, design, construction management, and inspection services for bridges, transportation structures, and supporting infrastructure facilities. We specialize in the design, seismic retrofit, modification, and rehabilitation of bridges and other structures for Caltrans and numerous other transportation-related regional and local agencies.

Project Understanding

The Artesia Boulevard Overhead (State Bridge No. 53C1744, LA County Bridge No. 2446) carries Artesia Boulevard over the Alameda Railroad Corridor, Alameda Street, and Compton Creek. The bridge was constructed in 1956, is approximately 100 feet wide, and includes 10 spans of varying length for a total bridge length of 718'-0". The bridge superstructure is comprised of steel girders with a cast-in-place concrete deck. As of the June 2019 Bridge Inspection Report, the bridge was flagged as Structurally Deficient with a Sufficiency Rating of 38.0 out of 100.

Steel Girder Damage

On December 18, 2020, fire damage was reported at Span 10, the easternmost span of the bridge. Subsequently, the bridge was closed to traffic and inspected by the Los Angeles County Public Works (Design Division and Road Maintenance Division) and the City of Compton Public Works. Steel girders exhibited significant distortion as

a result of fire, and an April 2021 load rating analysis concluded that the structure's remaining strength is sufficient to carry only the structure's self-weight. Additional live loads (vehicular and pedestrian traffic) are prohibited on the bridge. Because most of the steel girder members are severely deformed and connections have been compromised, repairing the girders is not deemed feasible. The preferred repair solution is to replace Span 10.

To re-open the bridge to traffic, the load rating report recommended replacement of the entire superstructure in-kind (concrete deck on steel girders) at Span 10, along with replacement of bearings at the supports, concrete spalling repair of substructures at Bent 10 and Abutment 11, and repair and backfill of the eroded embankment at Abutment 11.

As part of our Scope of Work, Biggs Cardosa proposes to study the following repair options:

- Superstructure replacement of Span 10 with a concrete deck on steel girders. This would match the existing bridge configuration. However, it should be noted that the structural steel market is currently experiencing record high prices and long lead times. Consideration of other options that could be constructed more expeditiously to re-open the bridge to traffic is therefore warranted.
- Superstructure replacement of Span 10 with a concrete superstructure. Span 10 is approximately 50'-0" long, and both cast-in-place and precast concrete options could be feasible. A concrete superstructure could address potential issues with long lead times for steel, but will be heavier than a steel girder superstructure. Retrofits to the adjacent substructures (Bent 10 and Abutment 11) will likely be necessary to accommodate the increased loading.
- Replacement of Span 10 with embankment fill. After the fire-damaged span is removed, walls would be constructed to enclose the area under Span 10. Along with re-opening the bridge to traffic, this option has the added benefit of removing access under the bridge, mitigating any future fire potential for that span.

The goal of this phase of the project is to evaluate repair options and their costs, and to assist in securing funding to repair and re-open the bridge to traffic. In the subsequent phase, detailed plans and specifications would be prepared for the preferred repair scheme, and a Notice Inviting Bids would be released to contractors to construct the repairs.

The highest priority is to re-open the bridge to traffic, which is what this proposal considers. There are other long-term issues with the bridge (Structurally Deficient with a low Sufficiency Rating, and general circulation of vehicles and pedestrians throughout the area) that can be addressed following the repair activities.

The following sections describe our proposed Scope of Work in detail.

Scope of Work

Coordination & Meetings

Biggs Cardosa will meet with the City and LACDPW (if required) to present and discuss repair concepts. We will assist the City in seeking funding for the preferred repair alternative.

Assumptions:

- This scope includes participation in up to four (4) meetings.
- Funding assistance consists of participating in meetings, corresponding on technical matters, and assisting with researching the requirements for various funding sources. Should the City wish to pursue competitive funding grant applications (for which the application material required can vary substantially), Biggs Cardosa can prepare a scope specific to supporting the preparation of applications for the desired programs.
- Coordination with the Alameda Corridor Transportation Authority is not included in this scope. Agreements with the railroad (e.g. to provide flagging services during construction) can be pursued during subsequent phases of the project.
- Coordination with Caltrans is not included in this scope. It is assumed that the repair work will be entirely located within City right of way.

Deliverables:

- Meetings
- Funding Assistance

Repair Concept Plans

Biggs Cardosa will prepare conceptual plans depicting repair concepts. These conceptual plans will be used to develop cost estimates for each alternative.

Assumptions:

- This scope includes consideration of up to three (3) repair concepts.
- Plans will be developed based on as-built drawings and available aerial imagery. Survey work can be performed during subsequent phases of the project.
- Structural analyses and calculations are not included in this scope. Detailed analyses for the preferred repair concept will be performed during a subsequent phase of the project.

Deliverables:

- Repair Concept Plans

Preliminary Cost Estimates

Biggs Cardosa will prepare a preliminary cost estimate for the repair work. Along with construction cost estimates for each alternative, opinions of probable cost will be developed for items such as railroad flagging costs, engineering, environmental, construction management, etc. The goal is to provide the City with a picture of the overall project cost for budgeting and seeking funding.

Assumptions:

- Construction cost estimates will be based on Caltrans Contract Cost Data and Biggs Cardosa's experience with similar projects.
- Soft costs (i.e. engineering, environmental, construction management) will be based on percentages of the construction cost and Biggs Cardosa's experience with similar projects. Detailed scopes and fees for these items can be prepared/solicited after the preferred repair concept has been selected.

Deliverables:

- Preliminary Cost Estimates

Construction Duration Estimates

Biggs Cardosa will estimate the construction duration for each repair option. Durations will be estimated in overall number of months, including anticipated lead times to procure materials.

Assumptions:

- Detailed CPM construction schedules are not included in this scope. Construction durations will be estimated roughly in number of months.

Deliverables:

- Construction Duration Estimates

Repair Concept Report

We will summarize the work performed above in a brief Repair Concept Report. The report will outline the repair options studied; compare repair options with respect to cost, schedule, and other factors; and will recommend a preferred alternative to be advanced into the next phase of the project.

Assumptions:

- Plans, cost estimates, and other deliverables noted in the tasks above will be compiled into the Repair Concept Report.
- It is assumed that the City of Compton will be the only agency reviewing the Repair Concept Report. The report may also be sent to LACDPW for review, but any significant comments will be deferred to the next phase. Significant comments include comments related to providing structural calculations to justify the repair concept, for example.
- Preparation of a draft and final (following any comments received from the City on the draft) Repair Concept Report are included in this scope.

Deliverables:

- Repair Concept Report

Fee

We propose to provide the services outlined in this proposal on a time and materials basis for a not-to-exceed amount of $19,352. A detailed breakdown of our fee proposal is attached.

We look forward to working with you on this project. Should you have any questions, please do not hesitate to contact me.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.

Eric Pheifer, PE
Associate

Attachments:

- Fee Proposal
- Charge Rate Schedule

Artesia Boulevard | Repair Concept Study

Fee Proposal | Biggs Cardosa Associates

S.O.W. Phase / Task	Principal II	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Junior Engineer	Total Hours	Labor Subtotal
	$280.00	$231.00	$200.00	$180.00	$165.00	$152.00	$139.00	$128.00		
Coordination & Meetings										**$3,448**
Meetings		4			8				12	$2,244
Funding Assistance	1	4							5	$1,204
Repair Concept Plans										**$8,730**
Review Existing Information (As-Builts)		1		2				4	7	$1,103
Repair Concept Plans		1	2		4	8		40	55	$7,627
Preliminary Cost Estimates										**$2,789**
Construction Cost Estimates		1			2			8	11	$1,585
Opinion of Total Project Costs	1	4							5	$1,204
Construction Duration Estimates										**$924**
Estimates for Repair Options		4							4	$924
Repair Concept Report										**$3,351**
Draft Report Preparation		2			4		8		14	$2,234
Final Report Preparation		1			2		4		7	$1,117
									Labor Subtotal	**$19,242**
Expenses									Mileage	$110
									Subconsultant / Expense Subtotal	**$110**
									Total Fee	**$19,352**

BIGGS CARDOSA
ASSOCIATES INC
STRUCTURAL ENGINEERS

500 S. Main Street, Ste. 1200
Orange, CA 92868-4507
Telephone 714.550.4665

CHARGE RATE SCHEDULE

Principal	$250.00 - $310.00
Associate	$231.00
Engineering Manager	$200.00
Senior Engineer	$180.00
Project Engineer	$165.00
Staff Engineer	$152.00
Assistant Engineer	$139.00
Junior Engineer	$128.00
Senior Computer Drafter	$144.00
Computer Drafter	$128.00
Junior Computer Drafter	$115.00
BIM/Visualization Specialist	$144.00
Project Administrator	$163.00
Project Coordinator	$134.00
Secretarial Services	$103.00
Construction Manager	$241.00
Senior Structural Representative	$210.00
Structural Representative	$187.00
Assistant Structures Representative	$150.00
Senior Bridge Inspector	$187.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	$0.32/ sq. ft.
Plots	$1.60/ sq. ft.
Mylar Plots	$3.20/ sq. ft.

Charge Rates Applicable thru September 30, 2022

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
BIGGS CARDOSA

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 **BIGGS CARDOSA** (hereinafter referred to as **"CONSULTANT"**) located at 500 South Main Street, Suite 1200 Orange, California 92868, (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City has a need to employ the services of an experienced and professional structural engineering consulting firm to assess the feasibility of various options, prepare a Concept Study Report, and assess funding opportunities to proceed to the next phases of the project; and

WHEREAS, Consultant (Biggs Cardosa) warrants that it is specifically trained, experienced, competent and has the resources to provide such necessary services which will be required by this Agreement; and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, By Resolution No. _____, adopted on the _____ day of _____, 2021, the City Council gave approval to award a contract to the Consultant to provide the services required; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties, for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing structural engineering services for the City's Public Works Engineering Department, to include but not be limited to:

Rosecrans Avenue Overcrossing

Option 1: Remove Bridge

The consultant will explore the option of removing the Overcrossing structure to return Rosecrans Avenue to grade. A new, smaller bridge structure would be constructed over the trench section of the Alameda Rail Corridor. A new grade crossing warning device would be constructed for the at-grade track on the east side of the trench.

Consultant will coordinate with CPUC and the railroads to determine what agreements will be required in order to construct a new bridge over the Alameda Corridor and a new at-grade crossing. The goal is to determine the level of effort required for the final design phase should this option be viable. The consultant will develop rough order of magnitude construction cost estimates to remove the existing bridge, and to construct a new bridge and grading crossing.

Consultant will assist in preparing letters to the railroads and CPUC expressing the need to evaluate returning Rosecrans Avenue to grade to restore visibility to the community. Up to two (2) meetings with CPUC and the railroads are included in this scope.

Rough order of magnitude costs for the structures will be based on costs per square foot for bridge demolition and bridge construction. Grade crossing warning devices and grade crossing panel estimates will be based on the Consultant's experience with railroad projects.

The goal of the Concept Study phase for this option is to assess whether CPUC and the railroads would entertain this option, or if there is a low probability of reaching an agreement with them.

Deliverables:
Correspondence with CPUC and the Railroads
Preliminary Construction Cost Estimate

Option 2: Enclose Area Under Bridge

This option will mitigate homeless encampments and nuisance activities under the bridge by constructing panels from the Overcrossing to enclose the area under the bridge. The areas to the east and west of Alameda Street and the Alameda Rail Corridor would have the appearance of earthen fill approach embankments.

Consultant will obtain the as-built plans for the Rosecrans Avenue Overcrossing from the City or Caltrans. Panel options will be evaluated with respect to added dead load on the bridge (evaluated as a % increase in the overall dead load of the structure).

Conceptual sketches will be developed depicting the arrangement of the panels and their attachment to the bridge superstructure. A construction cost estimate will be prepared.

Up to two (2) panel options will be evaluated. We anticipate considering precast concrete panels and a lightweight (e.g aluminum) panel option.

No special aesthetic treatments are assumed. Consultant assumes that precast concrete panels would use a fractured fin texture to deter graffiti.

Deliverables

Concept Plans/Sketches
Structural Calculations – Dead Load % Increase
Preliminary Construction Cost Estimate

Option 3: Identify Opportunities Under Bridge

The consultant will research and investigate cultural, technological, and other opportunities to promote positive uses under the bridge. Uses could include electric vehicle charging stations, landscaping/gardens, art installations (e.g. sculptures), and other uses.

Consultant will research and investigate methods other cities and agencies have employed to improve open spaces below their bridges. Potential options include electric vehicle charging stations, landscaped areas, or cultural features like sculpture gardens.

Consultant will prepare views of the areas under the bridge with conceptual illustrations and dimensions to show the approximate arrangement and square footage of available spaces. These documents and graphics can be used by the City to solicit interest from various parties.

Deliverables
Concept Sketches & Illustrations of Potential Uses
Write-up (to be included in the Concept Study Report)

Concept Study Report

Consultant will summarize the work performed in a brief Concept Study Report. The report will outline the options studied, the work done to date for each option, and recommended next steps.

Letters, sketches, cost estimates, and other deliverables noted in the task will be compiled into the Concept Study Report.

Preparation of a draft and final Concept Study Report are included in this scope

Deliverables
Concept Study Report

The Artesia Boulevard Overhead

The goal of this phase of the project is to evaluate repair options and their costs, and to assist in securing funding to repair and re-open the bridge to traffic. As part of the scope of work, the Consultant proposes to study the following repair options:

- Superstructure replacement of Span 10 with a concrete deck on steel girders. This would match the existing bridge configuration. Due to the structural steel market experiencing record high prices and long lead times, consideration of other options that could be constructed more expeditiously to re-open the bridge to traffic is therefore warranted.

- Superstructure replacement of Span 10 with a concrete superstructure. Span 10 is approximately 50’-0” long, and both cast-in-place and precast concrete options could be feasible. A concrete superstructure to address potential issues with long lead times for steel, but will be heavier than a steel girder superstructure. Retrofits to the adjacent substructures (Bent 10 and Abutment 11) will likely be necessary to accommodate the increased loading.

- Replacement of Span 10 with embankment fill. After the fire-damaged span is removed, walls would be constructed to enclose the area under Span 10. Along with re-opening the bridge to traffic, this option has the added benefit of removing access under the bridge, mitigating any future fire potential for that span.

Consultant will meet with the City and the Los Angeles County Department of Public Works (if required) to present and discuss repair concepts. The Consultant will assist the City in seeking funding for the preferred repair alternative.

- This scope includes participation in up to four (4) meetings
- Funding assistance consists of participating in meetings, corresponding on technical matters, and assisting with researching the requirements for various funding sources. Should the City wish to pursue competitive funding grant applications, the Consultant can prepare a scope specific to supporting the preparation of applications for the desired programs.

Deliverables
Meetings
Funding Assistance

Repair Concepts Plans

Consultant will prepare conceptual plans depicting repair concepts. These conceptual plans will be used to develop cost estimates for each alternative.

This scope includes consideration of up to three (3) repair concepts
Plans will be based on as-built drawings and available aerial imagery.

Deliverables
Repair Concept Plans
Preliminary Cost Estimates

Consultant will prepare a preliminary cost estimate for the repair work. Along with construction cost estimates for each alternative, opinions of probable cost will be developed for items such as railroad flagging costs, engineering, environmental, construction management, etc. The goal is to provide the City with a picture of the overall project cost for budgeting and seeking funding.

Construction cost estimates will be based on Caltrans Contract Cost Data and the Consultants experience with similar projects.

Soft cost (i.e. engineering, environmental, construction management) will be based on percentages of the construction cost and the Consultants experience with similar projects. Detailed scopes and fees for these items can be prepared/solicited after the preferred repair concept has been selected.

Deliverables
Preliminary Cost Estimates
Construction Duration Estimates

Consultant will estimate the construction duration for each repair option. Durations will be estimated in overall number of months, including anticipated lead times to procure materials.

Deliverables
Construction Duration Estimates
Repair Concept Report

Consultant will summarize the work performed in a brief Repair Concept Report. The report will outline the repair options studied; compare options with respect to cost, schedule, and other factors; and will recommend a preferred alternative to be advanced into the next phase of the project.

Plans, cost estimates, and other deliverables will be compiled into the Repair Concept Report.
Preparation of a draft and final Repair Concept Report are included in this scope.

Deliverables
Repair Concept Report

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with generally accepted standards of professional practice. While performing the services, Consultant agrees to perform all the said services and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. “Errors” and

"Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-contractors, if any, and will keep the services under its control. On request of City, if any employee or sub-contractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, Consultant will discharge said employee or sub-contractor from performing services pursuant to provisions of this Agreement.

Michael A. Thomas, SE, Principal of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

Ronerick D. Simpson, City Manager, or his/her authorized designee, of the City Managers Department, is hereby designated as the City's Representative for this Project/Agreement.

2. **Duration of Contract.** The Consultant shall commence services requested by the City on issuance of Notification to Proceed from the City to Consultant and continue on an "on-call" basis to perform, in a diligent and professional manner, those services requested and required pursuant to this Agreement. This Agreement shall automatically terminate on exhaustion of the authorized maximum compensation of **Thirty Seven Thousand Six Hundred Eighteen Dollars ($37,618.00)**, unless this Agreement is extended or otherwise terminated as provided herein.

Consultant will generally adhere to any schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a time and material basis as specified within Consultant's "Proposal to Provide Consulting Services," dated June 24, 2020, which is incorporated herein. Unless otherwise agreed by the Parties in writing, the total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the Parties.

It is understood and agreed between the Parties that the maximum compensation authorized for the services provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of **Thirty Seven Thousand Six Hundred Eighteen Dollars ($37,618.00),** unless otherwise authorized by the City Council.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to

schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **City Manager's Office** at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant and not an officer, employee, subcontractor or agent of the City of Compton, and is not authorized to act on behalf of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Contract. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers, joint venture or partner of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights. Consultant will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Consultant of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Contract.

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or Consultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions 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 Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the negligent acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the negligent acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, sub-consultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverage's and Limits. Consultant will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.3 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as "additional insured's" with respect to liability arising out of

the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) will exercise the professional standard of care in the performance of the services called for by this Agreement not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a sub-consultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible

for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Certifications. 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 Contract on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____
Michael A. Thomas, SE, Principal **Date**

20. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

21. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

22. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

24. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

25. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

27. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

28. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

Biggs Cardosa Associates, Inc.
500 South Main Street, Suite 1200
Orange, California, 92868
Attn: Michael A. Thomas, SE, Principal
(714) 550-4665 X4501
(949) 287-8787 – Cellular No.

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Public Works Department
(310) 605-5505 phone
(310)-605-6326 fax

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.

30. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

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

BRIGGS CARDOSA ASSOCIATES, INC.
CONSULTANT

Dated: _____ **By _____**
Michael A. Thomas, SE, Principal

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Ronerick D. Simpson, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

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

December 21, 2021

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT, CIP# 18-03 ($932,644.98)

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the professional services agreement with and establish a purchase order for JMD to provide additional street design services for the Compton Boulevard Street Improvement Project, CIP# 18-03 and authorize the establishment of a purchase order in the amount of $932,644.98.

BACKGROUND

The City of Compton maintains approximately 173 centerline miles of pavement within the City limits. In July 2015, the City secured a Highway Safety Improvement Program (HSIP) Cycle 7 grant in the amount of $1,691,098 to reconstruct Compton Boulevard within City boundaries. This grant will focus on the installation of raised medians and Class II bicycle lanes along Compton Boulevard from Willowbrook Avenue to the eastern City limits.

In August 2016, the City was awarded the HSIP Cycle 8 grant in the amount of $1,168,200. This grant will address systemic issues along the Compton Boulevard Corridor by installing bike lanes and lighting along Compton Boulevard from Willowbrook Avenue to Central Avenue as well as enhancing pedestrian crossings at 15 intersections.

The HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads. Overall, the Compton Boulevard Street Improvement Project proposed improvements will focus primarily on improving safety through roadway paving which is in poor condition as well as improving raised medians islands, adding Class II bicycle lanes, enhancing pedestrian crossings, improving parkways, sidewalks and curb ramps which do not meet ADA standards.

On March 28, 2018, the City solicited proposals from qualified consulting firms to provide pavement resurfacing design services on Compton Boulevard from City limit east to City limit west and on April 26, 2018, the City received four proposals from qualified engineering firms and the proposal submitted by JMD was the most qualified consultant for the Compton Boulevard Street Improvement Project.

On September 18, 2018, pursuant to Resolution No. 24,862, City Council authorized the City Manager to enter into a professional services agreement with JMD to provide design services for the Compton Boulevard Street Improvement Project in the amount of $535,167.02.

JMD has extensive experience developing Plans, Specifications, & Estimates designs for local arterials in the City of Compton and throughout Southern California. Such projects include roadway rehabilitation, safety enhancements, beautification and widening projects requiring roadway improvement, grading crossing, traffic signal installation/modification, traffic signal interconnection, street lighting, signing and striping, and worksite traffic control plans.

The consultant was responsible for providing professional design and engineering services for the preparation of preliminary design and the final plans, specifications and estimates, bid package including design support services during construction.

Services to be rendered included, but were not limited to the task and deliverables below:

Phase 0 Project Initiation and Management

Task I-1	Project Administration, coordination and meetings, project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices

Phase I Preliminary Design (30%) – Plans, Specifications, & Estimates

Task I-2	Research/Data Collection/Utility Coordination
Task I-3	Geotechnical Analysis/Report
Task I-4	Surveying/ROW Engineering/Base Plans
Task I-5	Pavement Engineering/Traffic Index Calculations
Task I-6	Landscape Concept
Task I-7	Community Outreach
Task I-8	Right of Entry (ROE) Permit Application
Task I-9	Diagnostic Meetings

Phase 2 60% Design

Task II-1	Preliminary Plans
Task II-2	Notice of Intent and SWPPP Construction Booklet

	Task II-3	Construction Bit items and Opinion of Probable Construction Cost
	Task II-4	Specifications
	Task II-5	Easement/License Coordination (Optional)
	Task II-6	Construction and Maintenance (C&M) Agreement
	Task II-7	CPUC Application
Phase 3	**90% Design**	
	Task III-1	Address/Incorporate Comments and Prepare 90% Submittal
Phase 4	**Final (100%) Design**	
	Task IV	Address/Incorporate Comments and Prepare Final Submittal
Phase 5	**Post Design**	
	Task V-1	Bidding and Preconstruction Assistance
	Task V-2	Design Support During Construction
	Task V-3	As-Built Plans

STATEMENT OF ISSUE

On December 6, 2018, JMD was authorized to proceed with the design services for the Compton Boulevard Street Improvement Design project. The proposed schedule for design services was projected to be approximately 13 months.

After a comprehensive review, City staff determined the additional improvements were necessary to include the improvement of substandard curb ramps (114), a drainage analysis to include the construction of storm drains, catch basins, and replacing discolored curb ramps (23) and intersection pavement (3) along Compton Boulevard. JMD proposes that the additional designs services will cost an additional $932,644.98.

It is estimated that the total construction cost will be approximately $16,456,908.94 and the estimated new design costs will be approximately $1,467,812 which exceeds JMD's current contract by $932,644.98.

Therefore, in order to amend the professional services agreement with JMD to provide additional engineering design services in the amount of $932,644.98, City Council's authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address these needs and develop the necessary construction documents to begin the roadway pavement rehabilitation required on Compton Boulevard pursuant to the HSIP Cycle 7 & 8 Grants.

FISCAL IMPACT

Funds in the amount of $932,644.98 are available in the Public Works 2021-2022 fiscal year budget in Account No. 1900-710-000-4262 ($600,000) and Account No. 3031-710-000-4300 ($332,644.98).

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT, CIP# 18-03 ($932,644.98)

WHEREAS, adoption of this resolution will authorize the City Manager to amend the professional services agreement with and establish a purchase order for JMD to provide additional street design services for the Compton Boulevard Street Improvement Project, (CIP# 18-03) and authorize the establishment of a purchase order in the amount of $932,644.98; and

WHEREAS, the City of Compton maintains approximately 173 centerline miles of pavement within the City limits; and

WHEREAS, in July 2015, the City secured a Highway Safety Improvement Program (HSIP) Cycle 7 grant in the amount of $1,691,098 to reconstruct Compton Boulevard within City boundaries and this grant will focus on the installation of raised medians and Class II bicycle lanes along Compton Boulevard from Willowbrook Avenue to the eastern City limits; and

WHEREAS, in August 2016, the City was awarded the HSIP Cycle 8 grant in the amount of $1,168,200 and this grant will address systemic issues along the Compton Boulevard Corridor by installing bike lanes and lighting along Compton Boulevard from Willowbrook Avenue to Central Avenue as well as enhancing pedestrian crossings at 15 intersections; and

WHEREAS, the HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads and overall, the Compton Boulevard Street Improvement Project proposed improvements will focus primarily on improving safety through roadway paving which is in poor condition as well as improving raised medians islands, adding Class II bicycle lanes, enhancing pedestrian crossings, as well as improving some parkways, sidewalks and curb ramps which do not meet ADA standards; and

WHEREAS, on March 28, 2018, the City solicited proposals from qualified consulting firms to provide pavement resurfacing design services on Compton Boulevard from City limit east to City limit west and on April 26, 2018, the City received four proposals from qualified engineering firms and the proposal submitted by JMD was the most qualified consultant for the Compton Boulevard Street Improvement Project; and

WHEREAS, on September 18, 2018, pursuant to Resolution No. 24,862, City Council authorized the City Manager to enter into a professional services agreement with JMD to provide design services for the Compton Boulevard Street Improvement Project in the amount of $535,167.02; and

WHEREAS, JMD has extensive experience developing Plans, Specifications, & Estimates designs for local arterials in the City of Compton and throughout Southern California and such projects include roadway rehabilitation, safety enhancements, beautification and widening projects requiring roadway improvement, grading crossing, traffic signal installation/modification, traffic signal interconnection, street lighting, signing and striping, and worksite traffic control plans; and

WHEREAS, the consultant performed and was responsible for providing professional design and engineering services for the preparation of preliminary design and the final plans, specifications and estimates, bid package including design support services during construction; and

WHEREAS, services to be rendered included, but were not limited to the task and deliverables below:

- **Phase 0 Project Initiation and Management**
- **Phase 1 Preliminary Design (30%) – Plans, Specifications, & Estimates**
- **Phase 2 60% Design**
- **Phase 3 90% Design**
- **Phase 4 Final (100%) Design**
- **Phase 5 Post Design**

WHEREAS, on December 6, 2018, JMD was authorized to proceed with the design services for the Compton Boulevard Street Improvement design project and the proposed schedule for design services was projected to be approximately 13 months; and

WHEREAS, after a comprehensive review, City staff determined the additional improvements were necessary to include the improvement of substandard curb ramps (114), a drainage analysis to include the construction of storm drains and catch basins, replacing the discolored curb ramps (23) and intersection pavement (3) along Compton Boulevard and JMD proposes that the additional designs services will cost an additional $904,287.21; and

WHEREAS, it is estimated that the total construction cost will be approximately $16,456,908.94 and the new estimated design cost will be approximately $1,467,812 which exceeds JMD's current contract by $932,644.98; and

WHEREAS, funds in the amount of $932,644.98 are available in the Public Works 2021-2022 fiscal year budget in Account No. 1900-710-000-4262 ($600,000) and Account No. 3031-710-000-4300 ($332,644.98).

WHEREAS, in order to amend the professional services agreement with JMD to provide additional engineering design services, City Council's authorization is necessary.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to amend the professional services agreement with JMD to provide additional street design services for the Compton Boulevard Street Improvement Project (CIP#18-03) in the amount not to exceed $932,644.98.

SECTION 2. That funds in the amount of $932,644.98 are available in the Public Works 2021-2022 fiscal year budget in Account No. 1900-710-000-4262 ($600,000) and Account No. 3031-710-000-4300 ($332,644.98).

SECTION 3. That a purchase order in the amount of Nine Hundred Four Thousand Two Hundred Eighty Seven Dollars and Twenty One Cents ($932,644.98) shall be established for JMD for services to be rendered.

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

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

That 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

JMD

Cost Proposal[a]

Original

Compton Boulevard Rehabiltation (West to East City Boundaries)

City of Compton

Submitted by: JMD

May 2, 2018

TASK	DESCRIPTION	PIC/ PROJECT MANAGER	QA/QC MANAGER	SR TRAFFIC ENG	SR PROJ ENG	DES ENG ANALYST	CAD DRAFTER	CLERICAL	INTERN	TOTAL LABOR HOURS	DIRECT COSTS*	TOTAL COSTS	REMARKS
		$179.50	$148.32	$146.01	$132.30	$83.25	$67.14	$29.70	$56.25				
PHASE 0 - PROJECT INITIATION AND MANAGEMENT													
I-1	Project Administration, Coordination and Meetings (maximum of 8 meetings)[b]	40	0	0	24	0	0	24	0	88	$ 3,000.00	$ 14,068.09	* Deliveries/Mileage/Reproduction
PHASE I - PRELIMINARY DESIGN (35%)													
I-2	Research/Data Collection/Utility Coordination	8	0	0	24	24	24	0	24	104	$ 760.00	$ 10,330.74	* Deliveries/Mileage/Reproduction
I-3	Geotechnical Analysis/Report (Optional)	2	0	0	0	0	0	0	0	2	$ 40,780.00	$ 41,139.00	* GEO Advantec
I-4	Surveying (Optional), ROW Engineering and Base Plans	0	0	0	16	40	40	16	16	128	$ 82,966.50	$ 92,474.31	* FHA Consulting
I-5	Pavement Engineering/Traffic Index Calculations	4	0	4	0	4	8	0	0	20	$ 3,600.00	$ 5,772.16	* NDS (Traffic Counts)
I-6	Landscaping Concept	2	0	0	0	0	0	0	0	2	$ 4,830.00	$ 5,189.00	* MIG
I-7	Community Meetings (Optional)	12	0	0	0	12	0	12	8	44	$ 3,065.00	$ 7,024.44	* MIG
I-8	Railroad Right of Entry (ROE) Permit Application (Optional)	4	0	0	0	4	4	0	0	12	$ 11,000.00	$ 12,319.57	* Rush Handling Fee
I-9	Diagnostic Meetings (Optional)	8	0	0	0	8	0	8	0	24	$ 100.00	$ 2,439.62	* Deliveries/Mileage/Reproduction
PHASE II - 60% DESIGN													
II-1a	Title Sheet (1 sheet)	1	2	1	4	8	16	0	4	36	$ -	$ 3,116.65	
II-1b	Typical Sections and Detail Plans (2 sheets)	2	4	2	8	16	32	0	8	72	$ -	$ 6,233.30	
II-1c	Roadway Improvement Plans (20 sheets)	16	16	8	180	200	200	8	100	728	$ -	$ 66,169.15	
II-1d	Grade Crossing Plan (1 sheet)	2	2	4	8	12	24	2	2	56	$ -	$ 5,080.41	
II-1e	Intersection Plans (9 sheets)	8	8	0	60	80	120	6	20	302	$ -	$ 26,581.12	
II-1f	Cross Sections (32 sheets)	4	20	0	60	80	140	0	80	384	$ -	$ 32,182.70	
II-1g	Signing and Striping Plans (8 sheets)	8	12	0	32	60	100	0	60	272	$ -	$ 22,533.91	
II-1h	Street Lighting Plans (8 sheets)	8	12	20	32	60	100	0	40	272	$ -	$ 24,329.00	
II-1i	Traffic Staging Plans (16 sheets)	8	12	20	32	60	100	0	40	272	$ -	$ 24,329.00	
II-1j	Landscaping and Irrigation Plans (4 sheets)	2	0	0	0	0	0	0	0	2	$ 15,000.00	$ 15,359.00	* MIG
II-1k	Hardscape Plans (4 sheets)	2	0	0	0	0	0	0	0	2	$ 15,000.00	$ 15,359.00	* MIG
II-2	Notice of Intent and SWPPP Construction Booklet (Optional)	1	1	0	12	40	16	0	16	86	$ -	$ 7,219.82	
II-3	Construction Bid Items and Opinion of Probable Construction Cost	2	4	0	12	12	0	0	8	38	$ -	$ 3,988.96	
II-4	Specifications	2	4	0	8	8	8	0	8	38	$ -	$ 3,663.87	
II-5	Easement/License Coordination (Optional)	4	0	0	0	8	0	2	0	14	$ -	$ 1,384.01	
II-6	Construction & Maintenance (C&M) Agreement (Optional)	4	0	0	0	4	0	2	0	10	$ -	$ 1,051.01	
II-7	CPUC Application (Optional)	2	0	0	0	8	8	2	2	22	$ -	$ 1,734.05	
PHASE III - 90% DESIGN													
III-1	Address/Incorporate Comments and Prepare 90% Submittal	16	32	32	60	120	180	22	40	502	$ 500.00	$ 45,707.86	* Deliveries/Mileage/Reproduction
PHASE IV - FINAL DESIGN													
IV-1	Address/Incorporate Comments and Prepare Final Submittal	8	12	12	32	60	80	6	40	250	$ 200.00	$ 22,196.33	* Deliveries/Mileage/Reproduction
PHASE V - POST DESIGN													
V-1	Bidding and Preconstruction Assistance	12	0	0	16	0	8	0	0	36	$ 250.00	$ 5,057.98	* Deliveries/Mileage/Reproduction
V-2	Design Support During Construction	12	0	0	12	16	16	12	12	80	$ 250.00	$ 7,429.35	* Deliveries/Mileage/Reproduction
V-3	As-Built Plans	1	0	0	8	16	16	2	0	43	$ -	$ 3,703.62	
TOTAL ESTIMATED LABOR HOURS		**165**	**141**	**103**	**616**	**960**	**1,240**	**100**	**528**	**3,853**			
TOTAL ESTIMATED DESIGN COST (WITHOUT OPTIONAL TASKS)											**$ 132,627**	**$ 372,700.00**	
TOTAL ESTIMATED DESIGN COST (WITH OPTIONAL TASKS)											**$ 181,302**	**$ 535,167.02**	

Notes:

a Rates are subject to a 5% annual increase on January 1.
b Potholing is not included.
c Hydrology/Hydraulic Analysis and Report are not included.

Cost Proposal[a-d]

ADA and Drainage Improvements

Compton Boulevard Rehabiltation (West to East City Boundaries)

City of Compton

Submitted by: JMD

August 18, 2021

TASK	DESCRIPTION	PIC/ PROJECT MANAGER	QA/QC MANAGER	SR TRAFFIC ENG	SR PROJ ENG	DES ENG ANALYST	CAD DRAFTER	CLERICAL	INTERN	TOTAL LABOR HOURS	DIRECT COSTS*	TOTAL COSTS	REMARKS
		$212.99	$176.00	$169.02	$153.16	$96.37	$77.72	$34.38	$65.12				
PHASE 0 - PROJECT INITIATION AND MANAGEMENT													
I-1	Project Administration, Coordination and Meetings (maximum of 4 meetings)[b]	40	0	0	20	0	0	20	0	80	$ 2,000.00	$ 14,270.33	* Deliveries/Mileage/Reproduction
PHASE I - PRELIMINARY DESIGN (35%)													
I-2	Research/Data Collection/Utility Coordination	4	0	0	24	24	24	0	24	100	$ 1,800.00	$ 12,068.93	* Deliveries/Mileage/Reproduction
I-3	Geotechnical Analysis/Report (Optional)	2	0	0	0	0	0	0	0	2	$ 15,000.00	$ 15,425.98	* GEO Advantec
I-4	Surveying (Optional), ROW Engineering and Base Plans	2	0	0	0	0	0	0	0	2	$ 25,380.00	$ 25,805.98	* FHA Consulting
I-5	Pavement Engineering/Traffic Index Calculations	0	0	0	0	0	0	0	0	0	$ -	$ -	* NDS (Traffic Counts)
I-6	Hydrology/Hydraulics Analysis/Report	12	60	0	120	140	160	20	40	552	$ -	$ 60,715.17	
I-7	Landscaping Concept	0	0	0	0	0	0	0	0	0	$ -	$ -	
I-8	Community Meetings (Optional)	0	0	0	0	0	0	0	0	0	$ -	$ -	
I-9	Railroad Right of Entry (ROE) Permit Application (Optional)	0	0	0	0	0	0	0	0	0	$ -	$ -	
I-10	Diagnostic Meetings (Optional)	0	0	0	0	0	0	0	0	0	$ -	$ -	
PHASE II - 60% DESIGN													
II-1a	Title Sheet (1 sheet)	1	1	1	4	4	16	0	4	31	$ -	$ 3,060.20	
II-1b	Typical Sections and Detail Plans (2 sheets)	0	0	0	0	0	0	0	0	0	$ -	$ -	
II-1c	Roadway Improvement Plans (19 sheets)	16	40	0	140	180	180	8	80	644	$ -	$ 68,711.96	
II-1d	Grade Crossing Plan (1 sheet)	0	0	0	0	0	0	0	0	0	$ -	$ -	
II-1e	Intersection (Color Removal) Plans (4 sheets)	2	12	0	20	40	60	2	4	140	$ -	$ 14,448.76	
II-1f	Curb Ramp (114 ADA, 49 Color and 49 Tactile Improvements) Details (23 sheets)	8	80	200	300	360	360	4	170	1482	$ -	$ 169,417.91	
II-1g	Storm Drain Plans and Details (18 sheets)	40	60	0	100	120	160	36	80	596	$ -	$ 64,843.05	
II-1h	Cross Sections (32 sheets)	0	0	0	0	0	0	0	0	0	$ -	$ -	
II-1i	Signing and Striping Plans (8 sheets)	0	0	0	0	0	0	0	0	0	$ -	$ -	
II-1j	Street Lighting Plans (8 sheets)	0	0	0	0	0	0	0	0	0	$ -	$ -	
II-1k	Traffic Staging Plans (16 sheets)	0	0	0	0	0	0	0	0	0	$ -	$ -	
II-1l	Traffic Control Plans - Storm Drain (34 sheets)	12	40	80	100	140	160	16	100	648	$ -	$ 71,423.25	
II-1m	Landscaping and Irrigation Plans (4 sheets)	0	0	0	0	0	0	0	0	0	$ 42,000.00	$ 42,000.00	* MIG
II-1n	Hardscape Plans (4 sheets)	0	0	0	0	0	0	0	0	0	$ 42,000.00	$ 42,000.00	* MIG
II-2	Notice of Intent and SWPPP Construction Booklet (Optional)	0	0	0	0	0	0	0	0	0	$ -	$ -	
II-3	Construction Bid Items and Opinion of Probable Construction Cost	2	4	0	8	8	0	0	8	30	$ -	$ 3,647.15	
II-4	Specifications	2	4	0	8	8	8	0	8	38	$ -	$ 4,268.95	
II-5	Easement/License Coordination (Optional)	0	0	0	0	0	0	0	0	0	$ -	$ -	
II-6	Construction & Maintenance (C&M) Agreement (Optional)	0	0	0	0	0	0	0	0	0	$ -	$ -	
II-7	CPUC Application (Optional)	0	0	0	0	0	0	0	0	0	$ -	$ -	
PHASE III - 90% DESIGN													**$ 195,952.56**
III-1	Address/Incorporate Comments and Prepare 90% Submittal	20	60	200	300	400	500	16	360	1856	$ -	$ 195,975.27	* Deliveries/Mileage/Reproduction
PHASE IV - FINAL DESIGN													**$ 65,317.52**
IV-1	Address/Incorporate Comments and Prepare Final Submittal	16	40	60	100	120	160	8	80	584	$ -	$ 65,389.91	* Deliveries/Mileage/Reproduction
PHASE V - POST DESIGN													
V-1	Bidding and Preconstruction Assistance	0	0	0	0	0	0	0	0	0	$ -	$ -	
V-2	Design Support During Construction	12	0	0	12	16	16	12	12	80	$ 320.00	$ 8,693.33	
V-3	As-Built Plans	1	0	0	8	16	16	2	0	43	$ -	$ 4,292.60	
TOTAL ESTIMATED LABOR HOURS		**152**	**401**	**541**	**1,244**	**1,576**	**1,820**	**124**	**970**	**6,828**			
ESCALATION (3 YEARS)												**$ 46,186.26**	
TOTAL ESTIMATED DESIGN COST (WITH ESCALATION)											**$ 128,500**	**$ 932,644.98**	

Notes:

a Rates are subject to a 5% annual increase on January 1.
b Potholing is not included.
c Does not include CPUC Permitting.
d Assumes half the length of Compton Boulevard for storm drain design.
e Does not include major (i.e., sewer lines and other gravity flow systems) utility relocation and adjustment.

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JMD, INC.

This **FIRST AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) and **JMD, INC.** (hereinafter referred to as **"CONSULTANT"**).

RECITALS:

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to provide pavement resurfacing design services located on Compton Boulevard; and

WHEREAS, the City has secured funds from the Highway Safety Improvement Program Grants Cycle 7 which will entail the installation of raised medians and Class II bicycle lanes along Compton Boulevard from Willowbrook Avenue to the eastern City limits and the Highway Safety Improvement Program Grant Cycle 8 which will address systemic issues along the Compton Boulevard Corridor by installing bike lanes and lighting along Compton Boulevard from Willowbrook Avenue to the western City boundaries as well as enhancing pedestrian crossings at 15 intersections; and

WHEREAS, the Highway Safety Improvement Program is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Engineer for this Project and be responsible to provide design and engineering services for the Compton Boulevard Street Improvement project, including design support services during construction; and

WHEREAS, there is a need to amend the original agreement to provide additional design services and provide additional compensation in the amount of $932,644.98.

WHEREAS, by Resolution No. _____, adopted on the ___ day of _____ 2021, the City Council authorized the City Manager to enter into a first (1ST) amendment to the professional services agreement with Consultant; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

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

AMENDMENTS:

1. The parties agree to amend **Section 1 – <u>Services to be rendered by Consultant</u>** of the original Agreement to authorize the continued performance of the services specified within the original Agreement and expand the scope of services to include performance of the following services:

Phase 0	**Project Initiation and Management**	
	Task I-1	Project Administration, coordination and meetings, project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices
Phase I	**Preliminary Design (30%) – Plans, Specifications, & Estimates**	
	Task I-2	Research/Data Collection/Utility Coordination
	Task I-3	Geotechnical Analysis/Report
	Task I-4	Surveying/ROW Engineering/Base Plans
	Task I-5	Pavement Engineering/Traffic Index Calculations
	Task I-6	Landscape Concept
	Task I-7	Community Outreach
	Task I-8	Right of Entry (ROE) Permit Application
	Task I-9	Diagnostic Meetings
Phase 2	**60% Design**	
	Task II-1	Preliminary Plans
	Task II-2	Notice of Intent and SWPPP Construction Booklet
	Task II-3	Construction Bit items and Opinion of Probable Construction Cost
	Task II-4	Specifications
	Task II-5	Easement/License Coordination (Optional)
	Task II-6	Construction and Maintenance (C&M) Agreement
	Task II-7	CPUC Application
Phase 3	**90% Design**	
	Task III-1	Address/Incorporate Comments and Prepare 90% Submittal
Phase 4	**Final (100%) Design**	
	Task IV	Address/Incorporate Comments and Prepare Final Submittal
Phase 5	**Post Design**	
	Task V-1	Bidding and Preconstruction Assistance
	Task V-2	Design Support During Construction
	Task V-3	As-Built Plans

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to provide that the Agreement shall terminate on exhaustion of the authorized maximum compensation of **Nine Hundred Thirty Two Thousand Six Hundred Forty Four Dollars and Ninety Eight Cents ($932,644.98)**, unless otherwise extended or terminated.
3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of **Nine Hundred Thirty Two Thousand Six Hundred Forty Four Dollars and Ninety Eight Cents ($932,644.98).**
4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

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

JMD/CONSULTANT

Dated: _____ **By _____**
Juan M. Diaz, MBA, P.E., President

Approved by:

Dated: _____ **By _____**
Ronerick D. Simpson, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

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

December 21, 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 ENTER INTO A SIXTY (60) MONTH PROFESSIONAL SERVICES AGREEMENT WITH GRANICUS FOR WEBSITE REDESIGN AND IMPLEMENTATION SERVICES ($94,996.95)

SUMMARY

City Council adoption of the attached Resolution will authorize the City Manager to enter into a Sixty-month (60) professional services agreement with Granicus for website redesign services for the City of Compton and five years of maintenance for the total amount of Ninety-Four Thousand, Nine Hundred Ninety-Six Dollars and Ninety-Five Cents ($94,996.95).

BACKGROUND

The City of Compton's current website went live in 2013 using website technologies and practices that were common for websites at that time. Since then, many technological changes have occurred and with these many changes, the look and feel of the current website is dated and in need of a redesign.

In addition to receiving a modern and updated design, a new Content Management System (CMS) will be implemented as part of the project in order to allow for streamlined updates to the website. Once the redesign has been completed, training will be provided to all departments, giving each department the ability to update and maintain their approved content in a timely manner. One of the advantages of the redesign will be the ability to provide the most up to date information to the public.

The City does not have available personnel specifically trained and experienced to perform the special services required for website design. The City wishes to redesign, develop, and implement a new website as the current agreement has expired. The City desires to engage a Consultant to provide website redesign services. The Consultant will provide samples, deploy the software, prepare site development and construction, and provide training, support, and maintenance.

STATEMENT OF THE ISSUE

In 2021, the City of Compton requested bids for the website redesign and implementation. The following quotes were submitted.

Company	One-Time Fees	Year 1 Fees	Total
Granicus	$27,700.00	$4,800.00	$32,500.00
Civicplus	$54,316.96	Included	$54,316.96
Municode	$40,000.00	$8,000.00	$48,000.00

The City has determined that Granicus Software's history, capabilities, and philosophies would best serve the City of Compton. Granicus will provide samples, deploy the software, prepare site development and construction, and provide training, support, and maintenance for five years. The annual maintenance cost includes maintenance, hosting, and licensing fees that is non-negotiable. The cost for years 2 - 5 are the following:

Year	Amount
Year 2	$14,500.03
Year 3	$15,225.03
Year 4	$15,986.29
Year 5	$16,785.60

The total amount of the contract for all five years is $94,996.95.

FISCAL IMPACT

A purchase order is required to Granicus, for website design services and year one maintenance fees in the total amount of Thirty-Two Thousand Five Hundred Dollars $32,500.00 which is allocated in the Internal Service's Department's Fiscal Year 2021-2022 Budget in Account Number 1001-620-IT0-4222. The maintenance cost for year 2-5 will be allocated in future budgets.

RECOMMENDATION

Staff recommends the adoption of the attached resolution to design a website for the City of Compton.

**RONERICK SIMPSON
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY (60) MONTH PROFESSIONAL SERVICES AGREEMENT WITH GRANICUS FOR WEBSITE REDESIGN AND IMPLEMENTATION SERVICES ($94,996.95)

WHEREAS, the City wishes to redesign, develop, and implement a new website for the City of Compton since many technological changes have occurred since the last implementation in 2013 and with these many changes, the look and feel of the current website is dated and in need of a redesign; and

WHEREAS, in addition to receiving a modern and updated design, a new Content Management System (CMS) will be implemented as part of the project in order to allow for streamlined updates to the website. Once the redesign has been completed, training will be provided to all departments, giving each department the ability to update and maintain their approved content in a timely manner. One of the advantages of the redesign will be the ability to provide the most up to date information to the public; and

WHEREAS, the City does not have available personnel specifically trained and experienced to perform the special services required for website design. The City wishes to redesign, develop, and implement a new website as the current agreement has expired. The City desires to engage a Consultant to provide website redesign services. The Consultant will provide samples, deploy the software, prepare site development and construction, and provide training, support, and maintenance; and

WHEREAS, in 2021, the City of Compton requested bids for the website redesign and implementation. The following quotes were submitted:

Company	**One-Time Fees**	**Year 1 Fees**	**Total**
Granicus	$27,700.00	$4,800.00	$32,500.00
Civicplus	$54,316.96	Included	$54,316.96
Municode	$40,000.00	$8,000.00	$48,000.00

WHEREAS, the City has determined that Granicus Software's history, capabilities, and philosophies would best serve the City of Compton. Granicus will provide samples, deploy the software, prepare site development and construction, and provide training, support, and maintenance for five years. The annual maintenance cost includes maintenance, hosting, and licensing fees that is non-negotiable. The cost for years 2 - 5 are the following:

Year	**Amount**
Year 2	$14,500.03
Year 3	$15,225.03
Year 4	$15,986.29
Year 5	$16,785.60

WHEREAS, the total amount of the contract for all five years is $94,996.95; and

WHEREAS, a purchase order is required to Granicus, for website design services and year one maintenance fees in the total amount of Thirty-Two Thousand Five Hundred Dollars $32,500.00 which is allocated in the Internal Service's Department's Fiscal Year 2021-2022 Budget in account number 1001-620-IT0-4222.

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

SECTION 1. That the City Manager, on the advice and the approval of the City Attorney is hereby authorized to enter into a professional services agreement with Granicus to provide samples, deploy the software, prepare site development and construction, and provide training, support, and maintenance.

SECTION 2. That funds for this expenditure are available in the Internal Services Department's 2021-2022 adopted Fiscal Year budget in account no. 1001-620-IT0-4222, for website design services and year One maintenance fees in the total amount of Thirty-Two Thousand Five Hundred Dollars $32,500.00.

SECTION 3. That maintenance cost for year 2-5 will be allocated in future budgets.

SECTION 4. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, and the Department of Internal Services.

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Compton, CA

Granicus Proposal for Compton, CA

ORDER DETAILS

Prepared By:	Jason Reis
Phone:	(949) 899-8097
Email:	jason.reis@granicus.com
Order #:	Q-164185
Prepared On:	11/29/2021
Expires On:	12/31/2021

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on 1/1/2022 and will continue for 60 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Basic Redesign Credit	Milestones - 40/20/20/20	1 Each	($5,000.00)
govAccess – Website Design and Implementation – Innovator	Milestones - 40/20/20/20	1 Each	$28,700.00
Content Migration - Up to 500 Pages of Migration Total	Milestones - 40/20/20/20	1 Each	$4,000.00
		SUBTOTAL:	**$27,700.00**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	$4,800.00
		SUBTOTAL:	**$4,800.00**

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$14,500.03	$15,225.03	$15,986.29	$16,785.60
SUBTOTAL:	**$14,500.03**	**$15,225.03**	**$15,986.29**	**$16,785.60**

PRODUCT DESCRIPTIONS

Solution	Description
Basic Redesign Credit	Client understands and agrees that completion of website design services provided herein fulfills Granicus' obligation to deliver a basic graphic redesign of the website.
govAccess – Website Design and Implementation – Innovator	govAccess Website Design and Implementation - Innovator provides a citizen focused website and includes: • UX consultation, which may include one (1) or more of the following: • One (1) site analytics report • One (1) heatmap analysis • One (1) internal stakeholder survey • Modular homepage wireframe based on predefined building blocks • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating image carousel (switchable at any time) • One (1) customer experience feature - Choose from Granicus' library that includes service finder or data visualization banner • Programming/CMS implementation • Migrate up to 200 webpages • Up to five (5) forms converted into the new CMS • One (1) day of web-based training
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
Content Migration - Up to 500 Pages of Migration Total	Includes the migration of up to 500 pages of content

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Compton, CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Client will be eligible to request a basic redesign credit for one (1) govAccess main website after completing year four (4) of this uninterrupted five (5) year Agreement. Client must request the basic redesign credit prior to the end of the initial term. The redesign will be available after payment of the annual invoice for year four (4) of the Agreement. The basic redesign credit will only be available if there are no outstanding govAccess invoices at the time the request is made. Any termination of the Agreement prior to the end of the initial term renders the basic redesign credit offer null and void. Granicus will not develop a sitemap or new content as an included part of any free redesign work, but will assist the Client in transferring existing content into the new design. The basic redesign credit will be equivalent to either: A template selected from the then-current Granicus best practices library, or; A dollar credit not to exceed $8,000.00 applied towards a custom redesign of one (1) existing main website
- Billing Frequency Notes (Milestones - 40/20/20/20): An initial payment equal to 40% of the total; A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client; A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-164185 dated 11/29/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

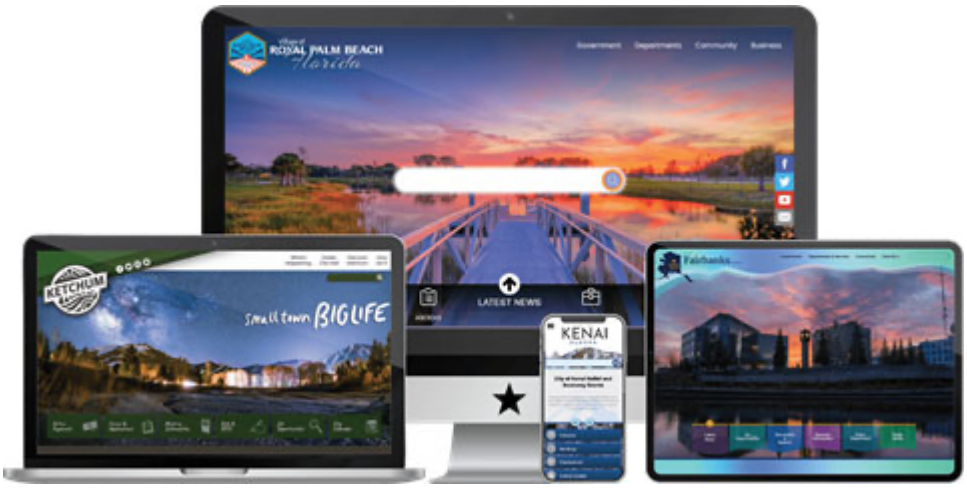
By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Compton, CA	
Signature:	
Name:	
Title:	
Date:	

CONNECTING YOU & YOUR COMMUNITY

Website Redesign, Hosting, and Support

Quote for Compton, California



Dennis Cimatu

PO Box 2235 Tallahassee, FL 32316

850.692.7034 dennis@municode.com

LETTER OF INTEREST

05/21/2021

Dear Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver an accessible, mobile-friendly web presence that is professional, easy-to-use, and easy-to-maintain.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over seventy years continually striving to make your job easier.

Our Municode Web content management system allows your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services. We create your website using Drupal, an industry-leading content management system.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Web with our suite of online municipal solutions including code of ordinance integration (Municode NEXT) and meeting management integration (Municode Meetings). These integrations include unified search (including PDFs) and cross-links across each platform.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,

Brian Gilday

Brian Gilday
President, Website/Meetings Division

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COMPANY PROFILE

History, Mission, and Team

With over 70 years of experience, Municode's mission is to strengthen democracy by connecting public sector organization with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over 70 years and partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced, stable workforce.

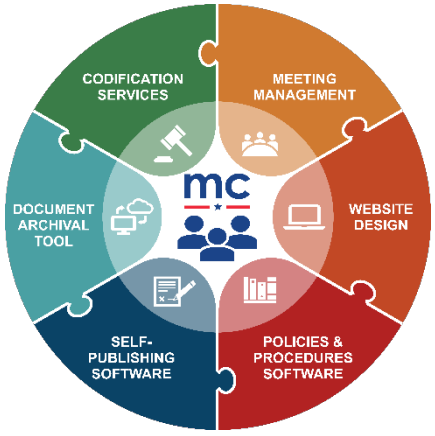
Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working across the country.

Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish meetings to your Municode Web website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Legal name:	Municipal Code Corporation
EIN:	59-0649026
Company headquarters / offices:	Tallahassee, FL / Portland, OR
Support hours:	8AM-8PM Eastern

Project Team

We have a highly skilled team with a customer service focus.

Jarrod - Project Sponsorship / Project Management / Customer Service
Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.

Dave - Project Management / User Experience
Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.

Mary Joy – Project Management / User Experience
Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.

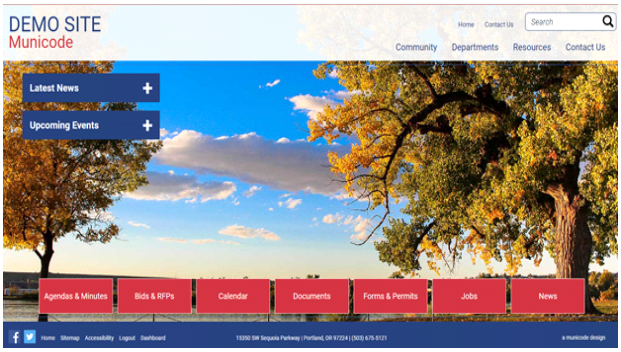
Paul – Development / Systems Architecture / QA
Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.

Drago - Graphic Design
Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.



- Same features and systems as custom design.
- Customize your images.
- Your logo.
- Customize the header bar color.
- Customize your menus.
- Customize your quick links.
- Customize your button colors.
- Customize the footer bar color.

Lindsay California
https://www.lindsay.ca.us
Population: 11,768
Juana Espinoza
Finance and Accounting Manager
559.562.7102 x 8025
jespinoza@lindsay.ca.us

Del Rey Oaks California
https://www.delreyoaks.org
Population: 1,624
Kim Carvalho
Deputy City Clerk
(831) 394-8511 Ext. 110
kcarvalho@delreyoaks.org

Livingston California
https://www.cityoflivingston.org
Population: 13,058
Vanessa Portillo
Finance Director
(209) 394-5520
vportillo@livingstoncity.com

Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Los Altos California
https://www.losaltosca.gov
Population: 30,010
[GRANICUS (CIVICA) REPLACEMENT]

East Palo Alto California
https://www.cityofepa.org
Population: 28,155
Walfred Solorzano
City Clerk
6508533127
wsolorzano@cityofepa.org
[CIVIC PLUS REPLACEMENT]

Brookhaven Georgia
https://www.brookhavenga.gov
Population: 52,444
Ann Marie Quill
Communications Manager
404-637-0508
annmarie.quill@brookhavenga.gov
[GRANICUS REPLACEMENT]

Midwest City Oklahoma
http://www.midwestcityok.org
Population: 54,371
Grace Filer
Event Specialist
405-739-1289
GFiler@MidwestCityOK.org
[CIVIC PLUS REPLACEMENT]

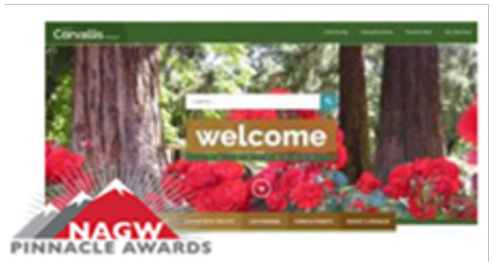
Corinth Texas
https://www.cityofcorinth.com
Population: 19,935
Lee Ann Bunselmeyer
City Manager
(940) 498-3241
LeeAnn.Bunselmeyer@cityofcorinth.com
[CIVIC PLUS REPLACEMENT]

Wilsonville Oregon
http://www.ci.wilsonville.or.us
Population: 19,509
Beth Wolf
Systems Analyst
503-570-1513
wolf@ci.wilsonville.or.us
[CIVIC PLUS REPLACEMENT]

Ketchum Idaho
https://ketchumidaho.org
Population: 2,689
Jake Losinski
Senior Management Analyst
(208) 727-5081
jlosinski@ketchumidaho.org
[CIVIC PLUS REPLACEMENT]

Addison Texas
https://addisontexas.net
Population: 13,056
Mary Rosenbleeth
Director of Public Communications
972-450-7032
mrosenbleeth@addisontx.gov
[IFEA Award winner]

Corvallis Oregon
https://www.corvallisoregon.gov
Population: 55,298
Patrick Rollens
Public Information Officer
541-766-6368
patrick.rollens@corvallisoregon.gov
[NAGW AWARD WINNER]



Livingston Parish Louisiana
https://www.livingstonparishla.gov
Population: 128,026
Bryan Martin
IT Director
bmartin@lpgov.com

Foster City California
http://www.fostercity.org
Population: 30,567
Rob Lasky
IT Director
650-286-3216
rlasky@fostercity.org

Capitola California
http://www.cityofcapitola.org
Population: 9,918
Larry Laurent
Assistant to the City Manager
831-475-7300 x206
llaurent@ci.capitola.ca.us

Lathrop Manteca Fire District
https://lmfire.org
Larry Madoski
Administrative Battalion Chief
(209) 941-5102
lmadoski@lmfire.org

Lathrop California
http://www.ci.lathrop.ca.us
Population: 18,023
Tony Fernandes
Information Technology
209-941-7320
tfernandes@ci.lathrop.ca.us

Brisbane California
http://www.brisbaneca.org
Population: 4,282
Caroline Cheung
Senior Management Analyst
(415) 508-2157
ccheung@brisbaneca.org

Paradise California
https://www.townofparadise.com
Population: 26,218
Melanie Norris
Deputy Town Clerk
(530) 872-6291 x101
MNorris@townofparadise.com

Mono County California
https://www.monocounty.ca.gov
Population: 14,202
Nate Greenberg
IT Director
760-924-1819
ngreenberg@mono.ca.gov

Siskiyou County California
https://www.co.siskiyou.ca.us
Population: 44,900
Judy Crawford
Webmaster
530-842-8120
jcrawford@co.siskiyou.ca.us

Leavenworth Kansas
https://www.leavenworthks.org
Population: 35,251
Melissa Bower
Public Information Officer
913-680-2610
melissab@firstcity.org

Royal Palm Beach Florida
https://www.royalpalmbeach.com
Population: 34,140
Marina Quintero
IS Manager
561-791-7078
mquintero@royalpalmbeach.com

Great Falls Montana
https://www.greatfallsmt.net
Population: 58,505
Rachel Arms
Webmaster
406 455-8445
rarms@greatfallsmt.net

Cutler Bay Florida
http://www.cutlerbay-fl.gov
Population: 40,286
Rafael Casals
Town Manager
305-234-4262
rcasals@cutlerbay-fl.gov

Housing Authority of Douglas County
http://www.hadcor.org
541-530-3140
jkohler@hadcor.org

West Valley Housing Authority Oregon
https://wvpha.org
Chris Wallen
Finance Manager
(503) 623-8387 x332
cwallen@wvpha.org

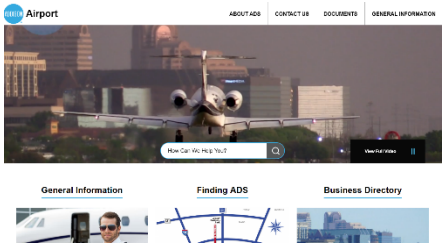
Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development
www.choosewoodstock.com
https://addisontexas.net/econ-dev

Parks & Recreation
www.cprdnewberg.org
https://www.wilsonvilleparksandrec.com/parksrec

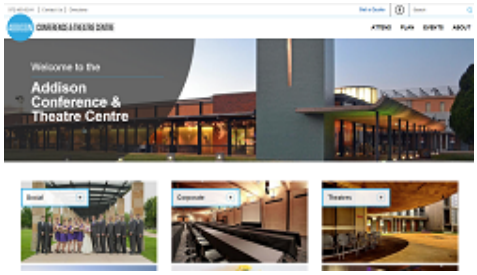
Airports
https://www.cityofprineville.com/airport
https://addisontexas.net/airport



Libraries
www.woodstockpubliclibrary.org
https://www.hendersoncountync.gov/library

Police and Fire
www.quincypd.org
https://addisontexas.net/police

Event Centers / Cultural Centers
https://addisontexas.net/actc
www.woodstockoperahouse.com



Golf Courses
www.meadowlakesgc.com
https://www.cottagegrove.org/golf

Tourism
www.gofruita.com
http://www.wrangell.com/visitorservices

WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open-source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- WEBSITE DESIGN
- CONTENT MIGRATION
- TRAINING
- HOSTING
- SUPPORT

Standard Features

- Responsive Mobile Friendly Design
- Simple Page Editor
- Best-in-Class Search Engine
- Social Media Integration
- Web Page Categories - create a page once, have it show up in multiple places
- Department Micro-sites (sites-within-a-site)
- Rotating Banners and Headline Articles
- Online Job Postings
- Online Bid/RFP Postings
- Photo Album Slideshows
- Google Maps Integration
- Resource/Document Center
- Image auto-scaling and resizing
- Site Metrics (Google Analytics)
- Scheduled Publish On/Off Dates
- Unlimited User logins
- Unlimited Content
- Word-like WYSIWYG Editor
- Private Pages – staff view only
- Email Subscriptions / Notifications
- Projects Directory
- Unlimited Online Fillable Forms
- Emergency Alerts
- Meeting Agendas/Minutes/Videos
- Event Calendar
- Page Versioning / Audit Trail
- Latest News / Press Releases
- Anti-spam controls
- Email Harvesting Protection
- Broken Link Finder
- Dynamic Sitemap
- Support for Windows, Mac, Linux
- Video integration (YouTube, Vimeo, etc.)
- Client owns rights to all data
- Organization/Staff Directory
- Frequently Asked Questions (FAQs)
- Ordinances and Resolutions
- Share This Button (Facebook/Twitter)
- Secure Pages / SSL
- Printer Friendly Pages
- RSS Feeds Inbound/Outbound
- Parks and Trails Directory
- Property Directory (Commercial/Industrial)

Optional Features/Services

- Business Directory
- Facility Reservations
- Specialty Sub-site Graphic Designs
- Board Management

MEETING AND AGENDA MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- TRAINING
- WORKFLOW - setup custom agenda item approval workflows
- USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- Unlimited Meetings and Agenda Templates
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Create Meeting Minutes
- Approve Items with Approval Workflow
- Auto Publishing Agenda, Agenda Packet, Minutes to the web
- Self-service YouTube video time stamping
- Integration with Swagit Video (coming soon)
- Voting/Roll Call
- Integration with Municode Web calendar

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

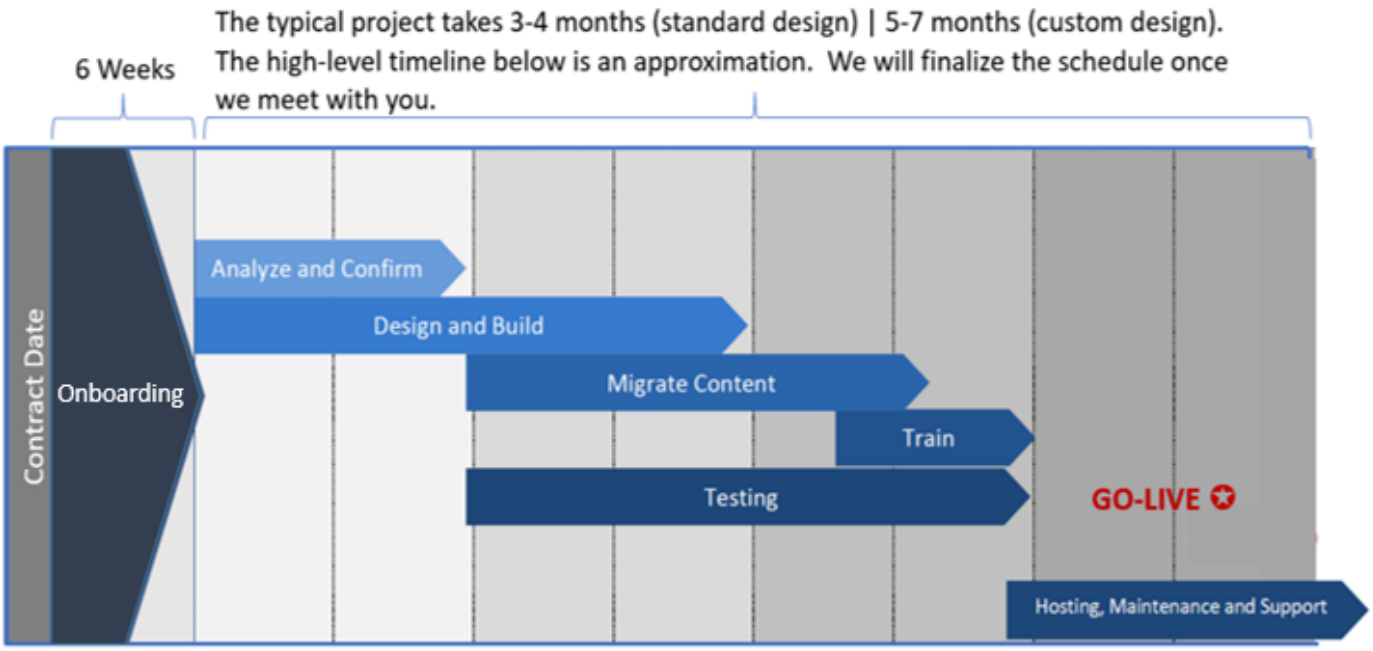
We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements	Deliverables
Website Assessment: Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.	
Organizational Overview Inventory/Survey: Municode will provide an organizational overview document for you to complete as part of this assessment.	⊙ Organization Survey
Website Design Meeting: Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.	⊙ Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase	Deliverables
Design Concept Creation and Approval (Custom Designs): Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.	⊙ Design concepts ⊙ Finalized design (Sketch, Figma, or Photoshop)
Website Setup, Configure, and Customization: Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.	⊙ Functional beta website with approved design ⊙ Content migration

Phase 3: Migrate Content

Deliverables

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

- Content creation and migration
- Departmental content 'signoff'

Phase 4: Staff Training

Deliverables

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

- On-site (if applicable)
- Web teleconference
- Videos and User guides

Phase 5: Testing

Deliverables

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. These tests will confirm proper functionality of all features documented in this proposal.

- Completing Testing Checklists

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

- Site acceptance by client

Go Live ✪

Deliverables

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

- Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

□ Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a two-factor authentication option using Google Authenticate if that should be something you are interested in pursuing.

□ Data Backup

We back up your data in multiple geographic locations. Backups occur daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

□ 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

★ Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase — $40,000

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **custom** design
- Content migration; up to 1500 pages; 5 years meetings migration
- Training: web teleconference, video, user guides

Annual Hosting, Maintenance, and Customer Support — $8,000 / year

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Total Year 1 Costs — $48,000

Select Additional Website Options

☐ Housing Authority as a Stand-Alone Website Standard Design	$4800 design + $2100 per year
☐ Housing Authority as a Stand-Alone Website Custom Design	$8300 design + $2100 per year
☐ Housing Authority as a Specialty Sub-Site Design	$3500 design + $600 per year
☐ Specialty sub-site graphic designs	$3500 design + $600 per year (per website)
☐ Facility Reservations	$1500 setup + $900 per year (per website)
☐ Business Directory	$750 setup + $600 per year (per website)
☐ Microsite color/logo customization	$500 one-time (per microsite)
☐ Site graphic redesign every 4th year	$600 per year (per website)
☐ Additional on-site visits (training, consultation, etc.)	$1500 day 1, $1000 per day (days 2+)
☐ Custom Feature Development	$150 per hour or fixed bid quote
☐ Meeting and Agenda Management (Municode Meetings)	$8000 per year
☐ Board Management	$3000 per year
☐ Policies and Procedures Management	ask for quote

PAYMENT SCHEDULE

Option A: Standard Payment Schedule

Year 1

Sign contract	50% of one-time costs ($20,000)
Implement design and features	50% of one-time costs ($20,000)
Conduct training (site moved to production / annual support begins)	annual hosting and support ($8,000)

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers.*

Option B: 4-year Interest-free Payment Schedule

- Year 1
    - at time of contract signature
        - Project payment 1 of 4 $10,000
        - Annual website hosting/support $8,000
        - **Total year 1** **$18,000**
- Year 2
    - one year from contract signature
        - Project payment 2 of 4 $10,000
        - Annual website hosting/support $8,000
        - **Total year 2** **$18,000**
- Year 3
    - two years from contract signature
        - Project payment 3 of 4 $10,000
        - Annual website hosting/support $8,000
        - **Total year 3** **$18,000**
- Year 4
    - three years from contract signature
        - Project payment 4 of 4 $10,000
        - Annual website hosting/support $8,000
        - **Total year 4** **$18,000**

Notes

- Four-year commitment required.
- Guaranteed pricing. Hosting and Support fees will not increase for first four years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year five will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers.*

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between Compton, California ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or

otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-13415-1
Date: 12/3/2020 3:17 PM
Expires On: 12/20/2021
Product: CivicEngage

Client:
Compton CA - CivicEngage

Bill To:
Compton CA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Solomon Grover	x7852224856	grover@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (http://www.comptoncity.org/)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (http://www.comptoncity.org/)	Renewable
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central	One-time
1.00	4yr Redesign Ultimate Annual - CivicEngage	4yr Redesign Ultimate Annual - CivicEngage	Renewable
430.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
2.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.	One-time
2.00	Virtual Content Consulting - CivicEngage	Virtual Content Consulting 1/2 day block - CivicEngage	One-time

~~List Price - Year 1 Total~~	~~USD 68,512.00~~
Total Investment - Year 1	USD 54,316.96
Annual Recurring Services - Year 2	USD 8,436.16

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced as follows:
   a. Upon signing this SOW, thirty percent (30%) of the Total Investment Year 1 Fees;
   b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Investment Year 1.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice.

5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.

6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
   Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: https://www.civicplus.com/master-services-agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

December 21, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THAT CERTAIN CITY OWNED PROPERTY (APN NO. 6143-011-018) LOCATED AT 250 NORTH CENTRAL AVENUE, COMPTON, CA 90220 IS EXEMPT SURPLUS LAND, AND TAKING RELATED ACTIONS

SUMMARY

Staff respectfully requests that the City Council adopt the attached Resolution declaring that the real property owned by the City of Compton (the "City") APN No. 6143-011-018 which is located at 250 North Central Avenue herein referred to as the "Property" is exempt surplus land.

BACKGROUND

The Property which is the subject of the attached Resolution is one of three parcels that is located at 250 North Central Avenue, Compton, CA 90220. This address in the past had also been known as 14904 South Central Avenue. It is not known why the address has changed. The other two parcels are owned by the Successor Agency and are APN No. 6143-011-902 and APN No.6143-011-903. All three parcels together are approximately 2.5 acres in size. The attached Exhibit B shows a depiction of the three parcels. The City-owned Property is approximately 450 square feet in size and is contiguous to the Successor Agency owned land APN No 6143-011-903.

Olson Urban Housing, LLC, a Delaware limited liability company (the "Developer") is acquiring the Successor Agency owned parcels and the City owned Property for the purpose of developing market rate and affordable housing consisting of 57 2-3-bedroom townhomes. A Purchase Sale Agreement that was passed by Resolution 25,565 by City Council and Resolution 131 by the Successor Agency Board on October 5, 2021 provides for the terms of the sale and disposition of the three parcels to Olson Urban Housing, LLC.

The Surplus Land Act regulates both how local agencies dispose of and classify real property owned in fee simple by the local agency that is no longer necessary for agency use. The Act defines three types of land: land necessary for agency use, land no longer necessary for agency use, but exempt from most provisions of the Act (exempt surplus land) and land no longer necessary for agency use or that is not exempt (surplus land).

As defined by Section 54221 (a) (1): "Local agency" means every city, whether organized under general law or by charter, county, city and county, district, including school, sewer, water, utility, and local and regional park districts of any kind or class, joint powers

authority, successor agency to a former redevelopment agency, housing authority, or other political subdivision of this state and any instrumentality thereof that is empowered to acquire and hold real property."

By definition, Section 54221 (b) (1) states, "Surplus land" means land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use. Land shall be declared either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures."

STATEMENT OF THE ISSUE

Staff is requesting that the City Council declare that the Property is exempt surplus land.

Government Code Section 54221 (f)(1) states: "Except as provided in paragraph (2), "exempt surplus land" means any of the following:

(B) "Surplus land that is less than 5,000 square feet in area,…; and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes. If the surplus land is not sold to an owner of contiguous land, it is not considered exempt surplus land and is subject to this article."

In other words, land that is less than 5,000 square feet in area that is sold to an owner of contiguous land is exempt surplus land and not subject to the Surplus land Act.

The Property is approximately 450 square feet in area. It also will be sold by the City to the owner of the contiguous property APN No. 6143-011-903. Based on the definition referenced ln Government Code Section 54221 (f)(1)(B), the Property meets the definition of exempt surplus land.

The attached Resolution declares that the City property is exempt surplus land as defined in Government Code Section 54221(f)(1)(B) of the Surplus Land Act.

Pursuant to the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development ("HCD") to interpret and implement the Surplus Land Act, the City Council's determination that the Property is exempt surplus land must be provided to HCD for its review at least 30 days prior to disposition.

The attached Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) ("CEQA") and that appropriate environmental review pursuant to CEQA will be completed as part of the process to dispose of the Property.

FISCAL IMPACT

The Resolution has no fiscal impact on the City.

RECOMMENDATION

Staff recommends 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 DECLARING THAT CERTAIN CITY OWNED PROPERTY (APN NO. 6143-011-018) LOCATED AT 250 NORTH CENTRAL AVENUE, COMPTON, CA 90220 IS EXEMPT SURPLUS LAND, AND TAKING RELATED ACTIONS

WHEREAS, the City of Compton owns certain property (APN No 6143-011-018) located at the address known as 250 North Central Avenue Compton CA 90220 which is described on **Exhibit "A"** and depicted on **Exhibit "B"**, attached hereto and incorporated herein by reference (the "Property);

WHEREAS, the Property is one of three parcels that is located at 250 North Central Avenue, Compton, CA 90220 and where this address in the past had also been known as 14904 South Central Avenue; and

WHEREAS, the other two parcels are owned by the Successor Agency and are APN No. 6143-011-902 and APN No. 6143-011-903; and

WHEREAS, the City-owned Property is approximately 450 square feet in size and is contiguous to the Successor Agency owned land APN No 6143-011-903; and

WHEREAS, Olson Urban Housing, LLC, a Delaware limited liability company (the "Developer") is acquiring the Successor Agency owned parcels and the City owned Property for the purpose of developing market rate and affordable housing consisting of 57 2-3-bedroom townhomes; and

WHEREAS, a Purchase Sale Agreement that was passed by Resolution 25,565 by City Council and Resolution 131 by the Successor Agency Board on October 5, 2021 provides for the terms of the sale and disposition of the three parcels to Olson Urban Housing, LLC; and

WHEREAS, the Surplus Land Act regulates both how local agencies dispose of and classify real property owned in fee simple by the local agency that is no longer necessary for agency use; and

WHEREAS, the Act defines three types of land: land necessary for agency use, land no longer necessary for agency use, but exempt from most provisions of the Act (exempt surplus land) and land no longer necessary for agency use or that is not exempt (surplus land); and

WHEREAS, as defined by Section 54221: "Local agency" means every city, whether organized under general law or by charter, county, city and county, district, including school, sewer, water, utility, and local and regional park districts of any kind or class, joint powers authority, successor agency to a former redevelopment agency, housing authority, or other political subdivision of this state and any instrumentality thereof that is empowered to acquire and hold real property; and

WHEREAS, by definition, Section 54221 (b) (1) states, "Surplus land" means land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use. Land shall be declared either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take further action to dispose of it consistent with an agency's policies or procedures. A local agency, on an annual basis, may declare multiple parcels as "surplus land" or "exempt surplus land;" and

WHEREAS, pursuant to the Surplus Land Act, the City Council must take formal action in a regular public meeting to declare that the Property is exempt surplus land, as supported by written findings; and

WHEREAS, the Surplus Land Act shall not apply to the disposition of the Property if the Property is exempt surplus land as defined in Government Code Section 54221(f)(1); and

WHEREAS, Government Code Section 54221(f)(1)(B) defines exempt surplus land to include land that is less than 5,000 square feet in area provided the property is sold to an owner of contiguous land; and

WHEREAS, the Property is approximately 450 square feet in area and will be sold by the City to the owner of the contiguous property APN No. 6143-011-903. Based on the definition referenced In Government Code Section 54221 (f)(1)(B), the Property meets the definition of exempt surplus land.

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

SECTION 1. That the above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. That given the small size of the Property, it is not being used, and is not planned to be used, for City work or operations and is not necessary for the City's use within the meaning of the Surplus Land Act.

SECTION 3. That the City Council hereby declares the Property is exempt surplus land as defined in Section 54221(f)(1)(B) of the Surplus Land Act provided the City sells the Property to the owner of contiguous land.

SECTION 4. That staff of the City are hereby authorized and directed to submit a copy of this Resolution to HCD in accordance with the Surplus Land Act Guidelines.

SECTION 5. That the staff and officers of the City are hereby authorized, jointly and severally, to take any other such actions as they deem necessary or proper to effectuate the purposes of this Resolution, and all actions previously taken are hereby ratified.

SECTION 6. That this Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) ("CEQA") and that appropriate environmental review pursuant to CEQA will be completed as part of the process to dispose of the Property.

SECTION 7. That there is no fiscal impact to the City.

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

SECTION 9. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk and Housing Successor Agency.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: Council Members-
NOES: Council Members-
ABSENT: Council Members-
ABSTAIN: Council Members-

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

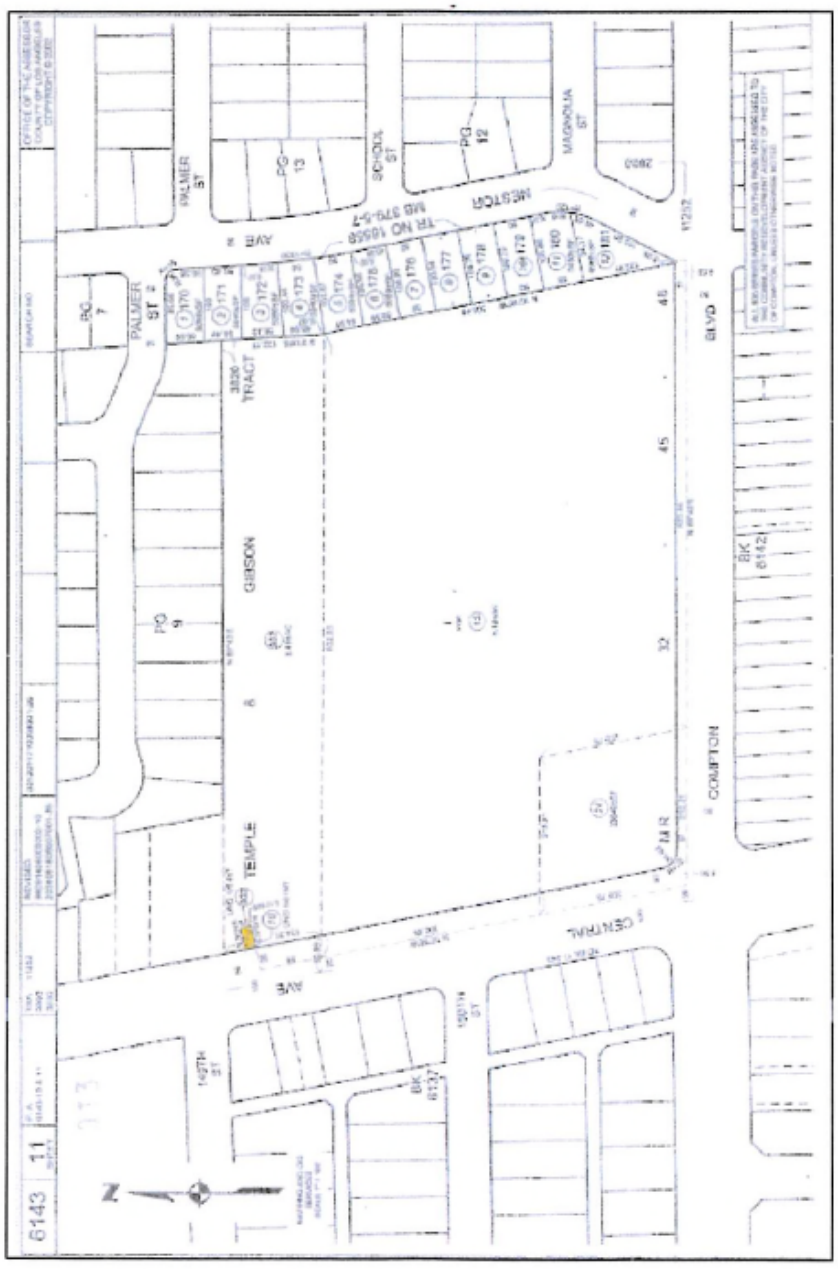
PARCEL 2: (APN: 6143-011-018)

AN UNDIVIDED 5/6 INTEREST IN AND TO THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF BLOCK "I" OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGES 540 AND 541 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID BLOCK "I" DISTANT THEREON NORTH 10° 56' WEST 85 FEET FROM THE NORTHWEST CORNER OF THE LAND CONVEYED TO FRED C. BURLINGAME BY DEEDS RECORDED IN BOOK 66, PAGE 597 OF DEEDS AND BOOK 145, PAGE 551 OF DEEDS; THENCE NORTH 79° 04' EAST, AT RIGHT ANGLES FROM SAID WEST LINE 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 79° 04' EAST, AT RIGHT ANGLES FROM SAID WEST LINE 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10° 56' WEST PARALLEL WITH SAID WEST LINE 15 FEET; THENCE NORTH 79° 04' EAST AT RIGHT ANGLES FROM SAID WEST LINE 30 FEET; THENCE SOUTH 10° 56' EAST PARALLEL WITH SAID WEST LINE 15 FEET; THENCE SOUTH 79° 04' WEST 30 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit B
Depiction of Subject Property



Plat Map Detail

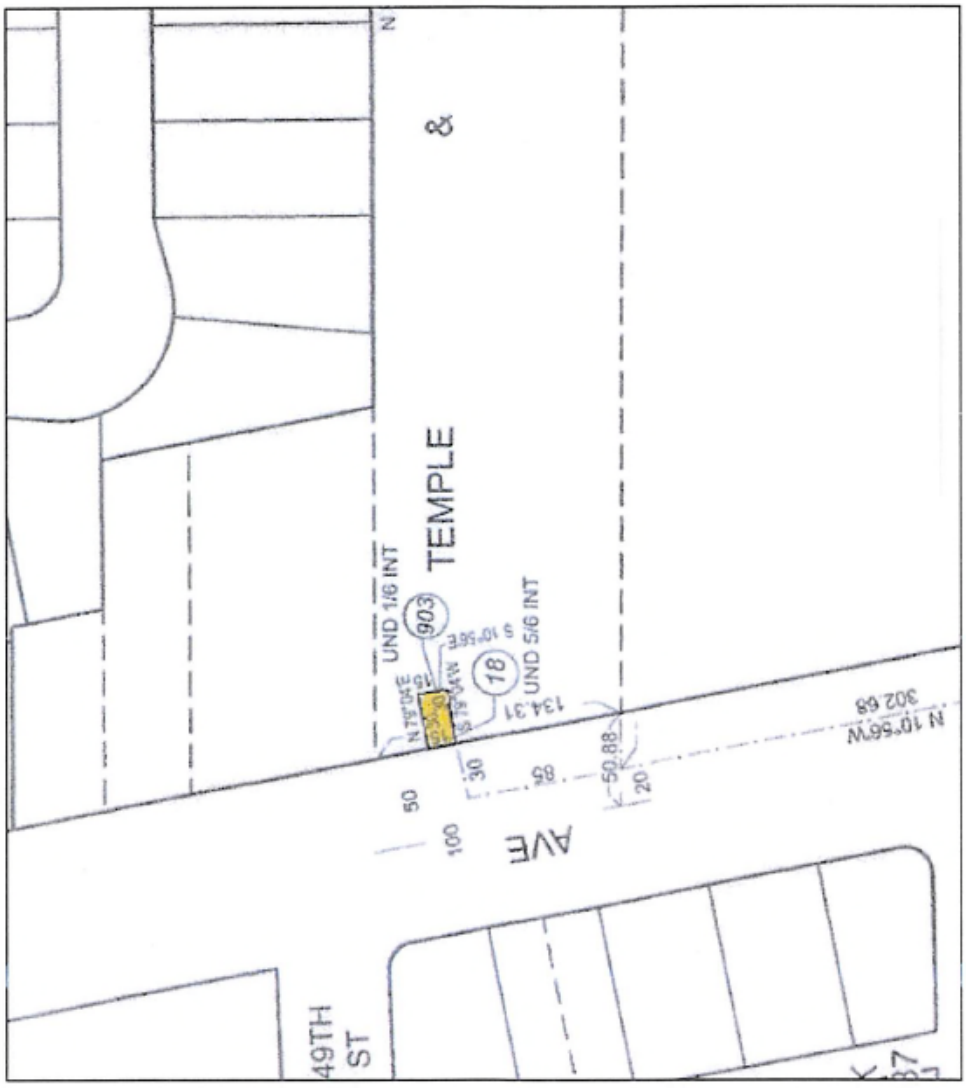


Exhibit B-1
Aerial Photograph Roughly Depicting Subject Property