

NOTICE

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 or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time.

COMPTON CITY COUNCIL AGENDA Tuesday, July 15, 2008 7:00 PM

HEARING(S)

**7:15 PM - PUBLIC HEARING - REVOCATION OF BUSINESS
LICENSE AT 233 NORTH BULLIS ROAD**

**7:20 PM - PUBLIC HEARING - JOINT PUBLIC HEARING TO
CONSIDER A DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND
ADVANCED REAL ESTATE SERVICES, INC. FOR DISPOSITION OF
AGENCY-OWNED PROPERTY**

**7:25 PM PUBLIC HEARING - JOINT PUBLIC HEARING TO
CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE
LEASE OF AGENCY OWNED PROPERTY AT 958 WEST WALNUT
STREET**

**7:30 PM - PUBLIC HEARING - RECEIVE CITIZEN COMMENTS ON
THE CITY'S HUD MANDATED 2008-2009 ANNUAL ACTION PLAN
OF THE CONSOLIDATED PLAN**

OPENING

ROLL CALL

APPROVAL OF MINUTES

INTRODUCTION OF SPECIAL GUESTS

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

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY REPORTS

1. WEEKLY GRAFFITI REPORT/URBAN GRAFFITI ENTERPRISES
(June 30, 2008)

COMPTON CAREERLINK

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A LIST OF VENDORS TO PROVIDE VOCATIONAL CLASSROOM TRAINING AND THE EXECUTION OF TRAINING VENDOR AGREEMENTS FOR EMPLOYMENT AND TRAINING PROGRAMS FOR FISCAL YEAR 2008-09

CITY CLERK

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MELVINNA SHARP TO PREPARE MINUTES FOR THE COMPTON HOUSING DEVELOPMENT COMMISSION, PUBLIC FINANCE AUTHORITY, URBAN COMMUNITY DEVELOPMENT COMMISSION, GAMING COMMISSION AND THE CITY COUNCIL MEETINGS
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO THE UNITED STATES POSTMASTER TO COVER POSTAGE EXPENSES FOR THE CITY CLERK'S OFFICE

HUMAN RESOURCES

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A SALARY ADJUSTMENT FOR THE CLASSIFICATIONS OF DEPUTY DIRECTOR OF COMMUNITY REDEVELOPMENT AND DIRECTOR OF COMMUNITY REDEVELOPMENT

6. A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WANDA ALLEN FOR PERFORMANCE OF ANALYTICAL WORK, RESEARCH PROJECTS, REVISION OF PROCEDURES, MANUALS AND RELATED TASKS
7. A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BETTY SMITH FOR PERFORMANCE OF ANALYTICAL WORK, RESEARCH PROJECTS, REVISION OF PROCEDURES, MANUALS AND RELATED TASKS

MUNICIPAL LAW ENFORCEMENT SERVICES

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PAYMENT TO THE COMPTON COURT RELATING TO COLLECTION OF FINES ON PARKING CITATIONS
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH THE COUNTY OF LOS ANGELES, DEPARTMENT OF ANIMAL CARE AND CONTROL FOR PROVISION OF ANIMAL CONTROL SERVICES TO THE CITY FOR FISCAL YEARS 2008-2010.

END CONSENT AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

10. DESIGNATION OF VOTING DELEGATES AND ALTERNATES
(League of California Cities Annual Conference - September 24-27, 2008 - Long Beach)

CITY MANAGER'S REPORT

11. REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE NEW PROPOSED RATES FOR RUBBISH (July 22, 2008 at 3:25 p.m.)

CITY ATTORNEY'S REPORTS

CITY TREASURER'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES' FISCAL YEAR 2008-2009 BUDGET TO ACCEPT AND APPROPRIATE \$171,835 IN FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE'S JUSTICE ASSISTANCE GRANT PROGRAM (JAG).
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE DISPOSITION OF PROPERTY PURSUANT TO A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND ADVANCED REAL ESTATE SERVICES, INC.
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, APPROVING THE RENTAL AGREEMENT BETWEEN THE AGENCY AND WOLFGANG RADER TO RENT CERTAIN AGENCY OWNED PROPERTY
15. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 24 OF THE COMPTON MUNICIPAL CODE BY ADDING SECTIONS 24-1 THROUGH 24-3 RELATING TO PROPERTY MAINTENANCE (PUBLIC NUISANCES) SECONDED READING
16. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER I OF THE COMPTON MUNICIPAL CODE BY ADDING A NEW SECTION 1-7 TO ESTABLISH AN ADMINISTRATIVE CITATION PROGRAM FOR VIOLATIONS OF THE COMPTON MUNICIPAL CODE AND RENUMBERING FORMER SECTIONS 1-7, 1-8, AND 1-9.

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVOKING THE BUSINESS LICENSE FOR LZR COMPLETE AUTO REPAIR LOCATED AT 223 N. BULLIS ROAD IN THE CITY OF COMPTON

APPROVAL OF WARRANTS

18. Warrant #164624 - Dated 7/3/2008 - Name - Pacific Coast Waste & Recycling - Description - Payment for Integrated Waste Management Services for June 2008 - Requested by Water Department - Amount - \$541,261.82
Warrant #164717 - Dated - 7/8/2008 - Name - D 3 Equipment - Description - Parts for City Fleet Vehicles - Requested by Public Works/Maintenance - Amount - \$358.47
Warrant #164745 - Dated - 7/8/2008 - Name - Swayzer's Inc. - Description - Maintenance for Medians - Requested by - Public Works/Maintenance - Amount - \$23,740.69
Warrant #164613 - Dated - 7/3/2008 - Name - G & H Security - Description - Security Service at the Maintenance Yard - Requested by - Public Works/Maintenance - Amount - \$12,600.00
Warrant #164679 - Dated - 7/8/2008 - Name - S.E.T. Construction - Description - Removal and Installation of Sidewalks - Requested by - Public Works/Maintenance - Amount - \$24,900.00
19. Warrant #164812 - Date - 7/10/2008 - Name - Enterprise Fleet Services - Description - Equipment for new fleet - Requested by - Public Works/Maintenance - Amount - \$252,352.94
Warrant #164803 - Date - 7/10/2008 - Name - Brown & Riding Ins. - Description - Insurance renewal for Property & Earthquake Vehicles - Requested by - City Attorney - \$453,721.88
Warrant #164803 - Date - 7/10/2008 - Name - Brown & Riding Ins. - Description - Excess Liability for Public Entities - Requested by - City Attorney - \$338,035.00

AUDIENCE COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, July 22, 2008 @ 3:00 PM.

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

July 8, 2008

SMD08-122

TO: CHARLES EVANS
CITY MANAGER

FROM:  CHARLES BERGSON, P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

SUBJECT: WEEKLY GRAFFITI REPORT / URBAN GRAFFITI ENTERPRISES

Attached for your review is the weekly graffiti abatement report for the week beginning June 30, 2008.

If you have any questions or would like additional information, please do not hesitate to contact me at extension 5696.

CB:SDZ:sdz

cc: Charles Nelson
Mayor Perrodin
File

1.

Urban Graffiti Enterprises Inc.

Weekly Graffiti Report

ADDRESS	LOCATION	COLOR	FTG	Comments	COMDATE
COMPTON / BRADFIELD	W, E	TB, CB, BLK	350	gate, walls	6/30/2008
HARRIS - COMPTON / LOCUST	E, W	TB, GRN, OW,	1300	9 g doors, walls	6/30/2008
BULLIS - COMPTON / WARD	W, E	GRN	50	long tarp	6/30/2008
CASTLEGATE - ALONDRA / STONEAC	W, E	TAN	150	wall	6/30/2008
BRADFIELD - ALONDRA / PANNES	S	CB	120	wall, door	6/30/2008
BURRIS - PALMER / SLOAN	N	CB	100	wall	6/30/2008
ELM - CRANE / PALMER	W/S	OW	200	walls	6/30/2008
WILLOWBROOK / GLENCOE	E	PINK	10	train curb	6/30/2008
156TH / KEENE	N/W	BEIGE	10	wall	6/30/2008
ALONDRA / ARRILIA	N/W	GRY	20	wall	6/30/2008
PAULSEN / PEACH	S/E	PEACH	100	bldg wall	6/30/2008
ARANBE / ORIS	S/E	BEIGE	100	wall	6/30/2008
A/F 215 WINONA	S	BEIGE	20	alley wall	6/30/2008
218 WINONA	N	BRWN	10	tpole	6/30/2008
450 ROSECRANS	N	WHT	100	bldg wall	6/30/2008
ROSECRANS / ARANBE	S/E	SILVER	10	sig pole	6/30/2008
451 ROSECRANS	S	SILVER	10	ubox	6/30/2008
729 139TH ST	S	GRY	10	lpole	6/30/2008
GRANDEE / 129TH ST	S/W	WHT	80	wall	6/30/2008
EL SEGUNDO / DALHART	N/W	BEIGE	20	wall	6/30/2008
EL SEGUNDO - GRANDEE / DALHART	N	BEIGE	20	wall	6/30/2008
ROSECRANS / NESTOR	S/E	WHT	20	wall	6/30/2008
WILMINGTON / SPRUCE	N/E	GRY	20	bldg wall	6/30/2008
OLEANDER / ARBUTUS	N/E	BEIGE	40	wall	6/30/2008
OLEANDER / ARBUTUS	S/E	WHT	10	wall	6/30/2008
ARANBE / ARBUTUS	N/E	BEIGE	20	walls	6/30/2008
ARANBE / CEDAR	S/W	BEIGE	20	fence	6/30/2008
536 MAGNOLIA	N	GRY	10	lpole	6/30/2008
538 MAGNOLIA	N	BEIGE	10	fence	6/30/2008
514 MAGNOLIA	N	GRY	10	lpole	6/30/2008
SCHOOL / PAULSEN	N/E	BEIGE	20	wall	6/30/2008
PAULSEN / ARBUTUS	S/W	BEIGE	10	wall	6/30/2008
PAULSEN / ARBUTUS	N/E	BEIGE	10	wall	6/30/2008
WILMINGTON / COMPTON	N/W	BEIGE	20	wall	6/30/2008
COCOA / OLEANDER	SE	BEIGE	80	bldg wall	6/30/2008
ALONDRA / CENTER	S/E	BEIGE	60	bldg wall	6/30/2008
CENTER / CYPRESS	N/E	WHT	100	wall	6/30/2008
WILMINGTON / ALONDRA	S/E	LPNK	40	wall	6/30/2008
1105 OLEANDER	N	GRY	100	wall	6/30/2008
CENTER / BENNETT	N/W	GRY	10	wall	6/30/2008
DWIGHT / RAYMOND	S/E	WHT	40	gdoor	6/30/2008
ALONDRA / GRANDEE	S/E	WHT	20	empty lot wall	6/30/2008
155TH / CENTRAL	S/E	WHT	100	wall	6/30/2008
155TH / NESTOR	S	WHT	120	wall	6/30/2008
154TH / NESTOR	SE	WHT	20	wall	6/30/2008
151ST / MAIE	N/E	WHT	20	wall	6/30/2008
152ND / DWIGHT	N/E	WHT	20	gdoors	6/30/2008
151ST / DWIGHT	N/W	WHT	40	wall	6/30/2008
LONG BEACH / ELM	S/W	WHT	60	wall	6/30/2008
531 N LONG BEACH	N	WHT	20	wall	6/30/2008
605 N LONG BEACH	E	WHT	10	door	6/30/2008
609 N LONG BEACH	E	SOL	10	mrack	6/30/2008

Urban Graffiti Enterprises Inc.
Weekly Graffiti Report

1.

ADDRESS	LOCATION	COLOR	FTG	Comments	COMPDATE
LONG BEACH / PATTIE	S/E	WHT	60	wall	6/30/2008
A/F 602 N LONG BEACH	W	WHT	60	wall	6/30/2008
CRANE / ELM	S/W	WHT	40	wall	6/30/2008
ROSECRANS / BUTLER	N/W	GRY	10	pole	6/30/2008
2301 E ROSECRANS	W	GRY	10	ubox	6/30/2008
ROSECRANS / HARRIS	S/E	GRY	10	ubox	6/30/2008
2221 E ROSECRANS	S	BLK	10	sign	6/30/2008
2205 E ROSECRANS	N/W	WHT	60	wall	6/30/2008
A/F 2202 E ROSECRANS	N	BLK	20	door	6/30/2008
ROSECRANS / THORSON	N/E	WHT	60	wall	6/30/2008
THORSON / ROSECRANS	N/W	RED	10	curb	6/30/2008
310 E ROSECRANS	N	GRY	40	wall	6/30/2008
ROSECRANS / WILLOW	S/W	TB	60	wall	6/30/2008
923 N WILLOW	N	TB	60	wall	6/30/2008
920 N SPRING	E	TB	60	wall	6/30/2008
ELM / SPRING	S/W	BRWN	10	tpole	6/30/2008
WILLOW / ELM	S/E	GRY	10	curb	6/30/2008
SPRING / ELM	N/E	WHT	20	wall	6/30/2008
1304 N MONA	W	GRY	10	ubox	6/30/2008
A/F 1306 N MONA	E	GRY	10	lt pole	6/30/2008
MONA / ORIS	S/W	GRY	10	wall	6/30/2008
ROSECRANS / TAMARIND	W/SIDE	GRY	40	wall	6/30/2008
1505 N MONA	E	CB	100	wall	6/30/2008
MONA / MEALY	S/E	CB	60	fence	6/30/2008
CEDAR / WILLOWBROOK	N/E	CB	60	wall	6/30/2008
WILLOWBROOK / MAPLE	N/E	WHT	40	wall	6/30/2008
WILLOWBROOK - MAPLE / SPRUCE	E/SIDE	WHT	100	wall	6/30/2008
SPRUCE / WILLOWBROOK	S/E	WHT	40	wall	6/30/2008
709 N TAMARIND	E	WHT	40	wall	6/30/2008
WINONA / MONA	S/W	WHT	40	gdoor	6/30/2008
MURIEL / ROSECRANS	S/W	WHT	10	fence	6/30/2008
HARRIS / SAN VICENTE	S/W	WHT	40	wall	6/30/2008
ALONDRA / PANNES	N/E	WHT	40	wall	6/30/2008
BOWEN / COMPTON	N/W	WHT	60	wall	6/30/2008
VAN NESS / POPPY	S/W	WHT	20	wall	6/30/2008
ALHAMBRA / STOCKTON	S/E	WHT	60	wall	6/30/2008
SHORT / OAKS	S/E	GRN	10	ubox	6/30/2008
1511 N LONG BEACH	E	WHT	60	wall	6/30/2008
LONG BEACH / PECK	N/W	WHT	30	door	6/30/2008
A/F 2204 E ROSECRANS	N	BLK	60	fence	6/30/2008

Sites serviced 92

Total sq. ftg. 5,430

1.

Urban Graffiti Enterprises Inc.

Weekly Graffiti Report

ADDRESS	LOCATION	COLOR	FTG	Comments	COMPDATE
OLD COMPTON DR - BRADFIELD / MCMI	DEL	NSA		swalk f/o entrance, tr	7/1/2008
PINE / SANTA FE	S/W	GRY	10	box	7/1/2008
TUCKER / SANTA FE	S/W	CB	40	wall	7/1/2008
MC MILLAN / WALDORF	S/E	GRY	10	box	7/1/2008
4533 E MC MILLAN	S	CB	60	all	7/1/2008
LIME / MC MILLAN	S/E	CB	60	wallw	7/1/2008
FRAILEY / MC MILLAN	S/W	BLK	40	gate	7/1/2008
12800 N LIME	N	BLK	60	gate	7/1/2008
ROSECRANS / THORSON	N/E	BLK	40	fence	7/1/2008
ELM / SERING	N/E	BLK	40	gate	7/1/2008
WILLOW / COMPTON	N/E	BLK	40	gate	7/1/2008
COMPTON / WILLOW	N/W	UW	60	wall	7/1/2008
MAYO / COMPTON	S/W	GRY	10	box	7/1/2008
ATLANTIC / CALDWELL	S/W	UW	20	wall	7/1/2008
1220 S ATLANTIC	W	GRY	10	box	7/1/2008
1210 S ATLANTIC	W	RED	10	curb	7/1/2008
CASTLE GATE / CALDWELL	N/W	UW	40	wall	7/1/2008
ALONDRA / HOLLY	N/E	UW	20	wall	7/1/2008
808 S HOLLY	S	UW	10	wall	7/1/2008
OLEANDER / COCOA	N/E	GRY	10	gate wall	7/1/2008
CYPRESS / CENTER	N/E	UW	20	wall	7/1/2008
CENTER / PARK	N	GRY	10	u box	7/1/2008
116 RAYMOND	S	BEIGE	20	g wall	7/1/2008
OLEANDER / GLENCOE	N/E	GRY	10	wall	7/1/2008
OLEANDER / GREENLEAF	S	SOL	10	signs	7/1/2008
1140 ALONDRA	N	BLK	10	iron gate	7/1/2008
1001 ALONDRA	S	BRN	10	t pole	7/1/2008
155TH / TAJAUTA	E	SOL	10	signs	7/1/2008
152ND / NESTOR	N/W	TAN	10	gate pillars	7/1/2008
151ST / TAJAUTA	N/E	BLUE	10	gate, pillars	7/1/2008
814 PALMER	E	GRY	10	sm wall	7/1/2008
826 BRAZIL	E	GRY	10	wall	7/1/2008
156TH / CASWELL	N/E	BEIGE	20	wall	7/1/2008
PAULSEN / PEACH	S/W	BEIGE	20	wall	7/1/2008
ARANBE / PEACH	N/E	BEIGE	100	walls	7/1/2008
ARANBE / ORIS	S/E	BEIGE	100	wall	7/1/2008
626 CRESSEY	N	UW	40	wall	7/1/2008
CRESSEY / MATTHISEN	N/E	BEIGE	20	wall	7/1/2008
SLATER / STOCKWELL	S/E	GRY	20	wall	7/1/2008
WILMINGTON / 137TH	N/W	GRY	20	wall	7/1/2008
WILMINGTON / CHERRY	N/W	GRY	10	wall	7/1/2008
ROSECRANS / DWIGHT	N/W	GRN	10	u box	7/1/2008
ROSECRANS / PARMELEE	S/W	GRN	10	u box	7/1/2008
ROSECRANS / DWIGHT	N/W	GRY	100	wall	7/1/2008
WILMINGTON / SPRUCE	N/E	GRY	20	wall	7/1/2008
MATTHISEN / SPRUCE	S/W	BRN	10	t pole	7/1/2008
MATTHISEN / CEDAR	N/W	BRN	10	t pole	7/1/2008
OLEANDER / MAPLE	S/E	UW	20	fence	7/1/2008
OLEANDER / ELM	N/E	BEIGE	10	wall	7/1/2008

Urban Graffiti Enterprises Inc.

Weekly Graffiti Report

ADDRESS	LOCATION	COLOR	FTG	Comments	COMPDATE
OLEANDER / ARBUTUS	N/E	BEIGE	20	wall	7/1/2008
OLEANDER / ARBUTUS	S/W	UW	40	wall	7/1/2008
309 WILLOWBROOK	E	UW	10	wall	7/1/2008
MATTHISEN / ARBUTUS	S/W	UW	20	wall	7/1/2008
COMPTON / PAULSEN	S/E	BEIGE	80	wall	7/1/2008
WILMINGTON / POPLAR	N/E	SOL	10	pole	7/1/2008
832 POPLAR	N	UW	10	wall	7/1/2008
WILMINGTON / SCHOOL	N/W	UW	10	window	7/1/2008
309 WILMINGTON	S	BEIGE	80	wall	7/1/2008
WILMINGTON / BRIDGE	W	SILVER	10	rail	7/1/2008
201 WILMINGTON	E	GRY	10	1 pole	7/1/2008
CENTRAL / CALDWELL	N/E	OW	60	alley wall	7/1/2008
1116 CENTRAL	S/E	CB	180	alley wall	7/1/2008
REEVES - CENTRAL / ALONDRA	N/S	OW, BLK, CB	500	alley walls, fence, ste	7/1/2008
ARDILLA / COMPTON	S/W	OW	150	alley g wall	7/1/2008
WADSWORTH - COMPTON / ARDILLA	W, E	BLK, TB	200	door, wall	7/1/2008
150TH - GOLETA / 149TH	W, E	BLK, TB	750	2 doos, walls	7/1/2008
ARANBE - COMPTON / MATTHISEN	S/W	BLK, BRN, OW	350	gate, walls, door	7/1/2008
MATTHISEN - COMPTON / OLEANDER	S/W	BLK, FW, CB	250	gate, g doors, wall	7/1/2008
OLEANDER - COMPTON / ACACIA	S/W	BLK, GRN, CB	320	wall, door, wall	7/1/2008
MATTHISEN - LAUREL / BARRON	S/W	PEACH, CB, TB	300	walls	7/1/2008
BARRON / ALMOND	S/W	TB, GRN	140	2 g doors	7/1/2008
106 N LONG BEACH	N	WHT	60	wall	7/1/2008
1801 N LONG BEACH	E	WHT	20	wall	7/1/2008
1809 N LONG BEACH	E	GRY	10	payphone	7/1/2008
LONG BEACH / GOLDEN	S/W	SOL	10	sign	7/1/2008
1716 N LONG BEACH	N	WHT	40	wall	7/1/2008
1701 N LONG BEACH	N	TAN	60	wall	7/1/2008
LONG BEACH / TUCKER	N/W	GRY	10	tree	7/1/2008
LONG BEACH / PECK	N/W	WHT	30	fence	7/1/2008
1505 N LONG BEACH	S	WHT	40	fence	7/1/2008
EL SEGUNDO / SANTA FE	S/W	TAN	60	wall	7/1/2008
612 E EL SEGUNDO	W	TAN	60	wall	7/1/2008
614 E EL SEGUNDO	N	BLK	10	payphone	7/1/2008
604 E EL SEGUNDO	N	WHT	40	wall	7/1/2008
600 E EL SEGUNDO	N	SILVER	10	payphone	7/1/2008
EL SEGUNDO / ALAMEDA	N/E	GRY	60	wall	7/1/2008
ALAMEDA / WEBER	N/E	GRY	40	fence	7/1/2008
2823 N SANTA FE	E	GRY	60	wall	7/1/2008
SANTA FE / BANNING	SW	GRY	10	curb	7/1/2008
2903 N SANTA FE	E	BRWN	10	tpole	7/1/2008
SANTA FE / OAKS	N/E	GRY	100	wall	7/1/2008
428 E OAKS	N	BRWN	10	tpole	7/1/2008
426 E OAKS	S	GRY	10	ubox	7/1/2008
OAKS / ALAMEDA	W/SIDE	GRY	40	wall	7/1/2008
ALAMEDA / PINE	W/SIDE	GRY	40	shelter	7/1/2008
A/F 201 S WILLOW AVE	E	UW	40	fix wall	7/1/2008
GRANDEE / ALONDRA	DEL	DONE 6/30		brk wall inside	7/1/2008
12801 S FRAILEY	N	CB	100	wall	7/1/2008

1.

Urban Graffiti Enterprises Inc.

Weekly Graffiti Report

ADDRESS	LOCATION	COLOR	FTG	Comments	COMPDATE
126 N WILMINGTON	E	UW	10	"esters taxes" sidero	7/1/2008
PANNES - ROSECRANS / BRADFIELD	W, E	OW	100	wall, door	7/2/2008
BRADFIELD - QUEENDALE / BULLIS	W, E	OW, TB	700	walls	7/2/2008
MC MILLAN - KILLEN / ORCHARD	S, N	BLK, CB	680	walls, doors	7/2/2008
SAUDER / BRADFIELD / ROSECRANS	W, E	TB	40	wall	7/2/2008
OAK ST - SANTA FE / PINE	E	BLK, TAN	320	door, wall	7/2/2008
OAK ST - SANTA FE / PINE	W	OW, BLK, TB	1100	door, walls	7/2/2008
PINE ST - SANTA FE / EUCLID	N/S	CB, BRN	180	walls, door	7/2/2008
SAN VICENTE / HARRIS	S/W	UW	20	wall	7/2/2008
2200 E SAN VICENTE	N	GRY	10	l pole	7/2/2008
2115 E COMPTON	S	UW	60	wall	7/2/2008
2105 E COMPTON	S	BLK	10	fence	7/2/2008
2007 E COMPTON	S	TAN	10	wall	7/2/2008
COMPTON / HOLLY	N/E	BLK	10	fence	7/2/2008
211 N HOLLY	E	GRY	10	sign	7/2/2008
HOLLY / COMPTON	N/W	WHT	20	wall	7/2/2008
LONG BEACH/ PALMER	N/W	TAN	60	wall	7/2/2008
421 N CRANE	E	GRY	10	sign	7/2/2008
605 N CRANE	E	UW	40	wall	7/2/2008
609 N CRANE	E	UW	20	wall	7/2/2008
LIME / MC MILLAN	S/E	BRN	10	t pole	7/2/2008
2323 E ROSECRANS	E	UW	100	wall	7/2/2008
13009 N BUTLER	S	UW	40	wall	7/2/2008
ROSECRANS / BUTLER	N/W	UW	40	wall	7/2/2008
2316 E ROSECRANS	E	UW	60	wall	7/2/2008
2314 E ROSECRANS	E	GRY	10	pole	7/2/2008
A/F 2323 E ROSECRANS	N	BLK	10	phone	7/2/2008
ROSECRANS / HARRIS	N/W	UW	40	wall	7/2/2008
HARRIS / ROSECRANS	N/E	CB	10	pillar	7/2/2008
2221 E ROSECRANS	S	SOL	10	sign	7/2/2008
1940 N BULLIS	E	UW	30	wall	7/2/2008
PINE / LONG BEACH	N/W	GRY	10	box	7/2/2008
GOLDEN / LONG BEACH	S/W	UW	60	wall	7/2/2008
1721 N LONG BEACH	N/E	UW	20	fence	7/2/2008
1715 N LONG BEACH	S	SOL	20	windows	7/2/2008
1711 N LONG BEACH	E	BRN	10	t pole	7/2/2008
SPRING / ROSECRANS	N/W	UW	40	wall	7/2/2008
ROSE / ROSECRANS	N/W	UW	60	wall	7/2/2008
ROSECRANS / ROSE	N/E	BLK	20	fence	7/2/2008
MAPLE / TAMARIND	S/E	CB	100	wall	7/2/2008
ALAMEDA / CEDAR	S/W	UW	20	wall	7/2/2008
ALONDRA / PEARL	S/W	GRY	10	box	7/2/2008
1335 E BENNETT	S	GRY	10	l pole	7/2/2008
1434 E LONG BEACH	W	GRY	10	l pole	7/2/2008
1116 S LONG BEACH	W	BLK	10	sign	7/2/2008
A/F 801 S BOWEN	W	GRY	10	wall	7/2/2008
LAUREL / PANNES	S/W	GRY	60	wall	7/2/2008
301 E PANNES	N	SOL	20	gate	7/2/2008
ROSECRANS / MATTHISEN	S/W	UW	100	wall	7/2/2008

City of Compton
205 S. Willowbrook
Compton, CA 90220

Refer to: F BOYCE

Work Order No: 227196866

Work Order

Due date:

Problem/Need: TRASH & DEBRIS NEEDS CLEANING Received: 7/8/2008 11:16:06AM

Location: 319 W REEVE Priority: 2: Important - Do w/in 2-3 days

Mgmt Unit: PW: Public Works Department Area: 4

Current Status: Completed Taken By: awheelier

Contact Information:

Source: FIELD STAFF

SMITH, DONALD
600 N ALAMEDA St
COMPTON, CA 90221
(310)605-5691

Asset: :

Serial No \ VIN

Activity: TRASH CLEANUP (NON HAZARDOUS)

Resource: Qty: 0.00 Site:

Comments:

TRASH AND DEBRIS

Action to Perform:

Close-out:

Completion Date: 7 / 8 / 2008 Time: A P BY:

Work Notes:

1.

gle Work Orders

City of Compton
205 S. Willowbrook
Compton, CA 90220

Refer to: F BOYCE

Work Order No: 227196866

Work Order

Problem/Need: TRASH & DEBRIS NEEDS CLEANING	
Received: 7/8/2008 11:16:06AM	Priority: 2: Important - Do w/in 2-3 days
Area: 4	Taken By: awheelar
Current Status: Completed	

Contact Information:

Source: FIELD STAFF

SMITH, DONALD
600 N ALAMEDA St
COMPTON, CA 90221
(310)605-5691

Asset: :

Serial No \ VIN

Activity: TRASH CLEANUP: TRASH CLEANUP (NON HAZARDOUS)

Resource: :

Qty: 0.00

Site:

Comments:

TRASH AND DEBRIS

Action to Perform:

Close-out:

Completion Date: 7 / 8 / 2008
Time: :
A P By:

Work Notes:

Urban Graffiti Enterprises Inc.

Weekly Graffiti Report

ADDRESS	LOCATION	COLOR	FTG	Comments	COMPDATE
ARANBE / PLUM	S/E	BEIGE	20	wall	7/2/2008
ARANBE / CHERRY	N/E	BEIGE	10	wall	7/2/2008
718 138TH	N	GRY	150	wall	7/2/2008
421 ROSECRANS	S	PINK	50	wall	7/2/2008
423 ROSECRANS	S	PINK	50	wall	7/2/2008
A/F 420 ROSECRANS	N	GRY	10	wall	7/2/2008
PAULSEN / 131ST	S/E	UW	20	wall	7/2/2008
SLATER / STOCKWELL	S/E	GRY	100	wall	7/2/2008
GRANDEE / 130TH	S/E	UW	20	wall	7/2/2008
1927 130TH	W	GRY	100	wall	7/2/2008
139TH / WILMINGTON	S/W	GRY	10	u box	7/2/2008
OLEANDER / ARBUTUS	N/E	BEIGE	20	wall	7/2/2008
OLEANDER / ARBUTUS	S/E	UW	10	wall	7/2/2008
625 COMPTON	N/E	GRY	20	wall	7/2/2008
826 ARBUTUS	W	UW	10	wall	7/2/2008
321 ALONDRA	N	BEIGE	10	wall	7/2/2008
WILLOWBROOK / JOHNSON	E	SOL	10	sign	7/2/2008
GREENLEAF / OLEANDER	N/E	UW	20	wall	7/2/2008
1105 OLEANDER	N	GRY	10	wall	7/2/2008
CENTER / BENNETT	S/E	BEIGE	20	wall	7/2/2008
GREENLEAF / CENTRAL	S/E	GRY	10	wall	7/2/2008
CENTRAL / 155TH	S/E	UW	80	wall	7/2/2008
155TH / NERTOR	S/E	UW	20	wall	7/2/2008
ALONDRA / NESTOR	S/W	RED	10	curb	7/2/2008
ALONDRA / TAJAUTA	S/W	RED	10	curb	7/2/2008
ALONDRA / CENTRAL	S/W	SOL	10	s pole	7/2/2008
156TH / KEENE	N/W	BEIGE	10	wall	7/2/2008
CENTRAL / 156TH	N/W	SOL	10	s pole	7/2/2008
205 CENTRAL	N	BEIGE	20	walls	7/2/2008
KEMP / SCHOOL	S/E	BEIGE	10	wall	7/2/2008
KEMP / POPLAR	E	GRY	10	wall	7/2/2008
KEMP / ELM	E	UW	10	wall	7/2/2008
ARBUTUS / NESTOR	S/W	SOL	10	a pole	7/2/2008
CENTRAL / POPLAR	N/E	GRN	10	u box	7/2/2008
ELVA / 134TH	N	SOL	10	signs	7/2/2008
ROSECRANS / MAYO	S/E	UW	10	fence	7/2/2008
ROSECRANS / SLOAN	S/W	SOL	20	door	7/2/2008
ROSECRANS / CRANE	S/W, S/E	GRY	80	walls	7/2/2008
A/F 119 PEARL	E	GRY	20	wall	7/2/2008
MATTISEN / POPLAR	S/W	SB	160	davis middle school	7/2/2008
PIRU / ELVA	S/W/C	SB	20	nwc swalk	7/2/2008
ROSECRANS / OLEANDER	N/E	SOL	10	u box	7/3/2008
COMPTON / 136TH	N/W	WHT	10	wall	7/3/2008
GRANDEE / 133RD	N/W	WHT	20	wall	7/3/2008
GRANDEE / 130TH	S/E	WHT	10	wall	7/3/2008
GRANDEE / EL SEGUNDO	S/W	BEIGE	100	wall, u box	7/3/2008
OLEANDER / ARBUTUS	N/E	BEIGE	20	wall	7/3/2008
MATTHISEN / ARBUTUS	S/W	WHT	20	wall	7/3/2008
CENTER / CYPRESS	N/E	WHT	10	wall	7/3/2008

1.

Urban Graffiti Enterprises Inc.

Weekly Graffiti Report

ADDRESS	LOCATION	COLOR	FTG	Comments	COMDATE
GREENLEAF / OLEANDER	N/W	SOL	10	stop sign	7/3/2008
MAIE / 151ST	N/E	WHT	20	fence wall	7/3/2008
DWIGHT / 151ST	N/W	WHT	20	wall	7/3/2008
REEVES - ACACIA / RAYMOND	E,W	GRN,BRWN,CB	300	steel gate, walls,fenc	7/3/2008
CYPRESS - ACACIA / INDIGO	S/W	OW,TAN	350	walls	7/3/2008
BARRON - COMPTON / MATTHISEN	E,W	BLK,BRWN,TB,WHT	500	steel door, gdoors, w	7/3/2008
ACACIA - COMPTON / OLEANDER	EW	TAN,BLK,GRN,RED,WHT	450	walls,steel gate,10x	7/3/2008
WILMINGTON - LAUREL / KEMP	SW	PNK,REDWOOD, CB,TB	650	8x gdoors, 2x steel d	7/3/2008
CORYDON - AMANTHA / COMPTON	W,E	OW	250	walls	7/3/2008
ROSECRANS / ALAMEDA	W/S	GRY	30	pillars	7/3/2008
BENNETT / WILLOWBROOK	S/E	GRY	10	curb	7/3/2008
WILLOWBROOK - JOHNSON / CALDWE	E/S	GRY	20	bridge	7/3/2008
BRADFIELD / ROSECRANS	N/W	GRY	10	box	7/3/2008
1900 E ROSECRANS	N	BLK	10	fence	7/3/2008
1918 E ROSECRANS	N	WHT	10	fence	7/3/2008
ROSECRANS / PANNES	S/S	GRY	10	s pole	7/3/2008
BRADFIELD / ROSECRANS	S/E	YELLOW	10	pole	7/3/2008
BRADFIELD / QUEENDALE	S/W	UW	10	wall	7/3/2008
805 E PALMER	S	GRY	10	tree	7/3/2008
WILLOW / LAUREL	N/E	GRY	10	tree	7/3/2008
218 S WILLOW	W	GRY	10	tree	7/3/2008
1002 LONG BEACH	S	WHT	40	wall	7/3/2008
LAUREL / BRADFIELD	S/E	UW	60	wall	7/3/2008
LAUREL / PANNES	S/E	TAN	60	wall	7/3/2008
HOLLY / LAUREL	S/W	BRN	10	t pole	7/3/2008
400 S HARRIS	W	GRY	10	l pole	7/3/2008
HOLLY / ALONDRA	N/E	BLK	10	phone	7/3/2008
1328 S LONG BEACH	W	GRY	10	tree	7/3/2008
1324 S LONG BEACH	W	GRY	10	phone	7/3/2008
LONG BEACH / ELIZABETH	N/E	GRY	10	l pole	7/3/2008
BULLIS / MYRRH	N/W	WHT	10	box	7/3/2008
430 S LONG BEACH	S	UW	20	door	7/3/2008
A/F 416 S BULLIS	W	UW	60	wall	7/3/2008
HOLLY / COMPTON	N/F	UW	40	wall	7/3/2008
400 E ROSECRANS	N	UW	40	wall	7/3/2008
ROSECRANS / ROSE	S/W	GRY	10	curb	7/3/2008
ROSE / ROSECRANS	S/E	GRY	10	sign	7/3/2008
ROSECRANS / POINSETTIA	S/W	UW	20	wall	7/3/2008
1725 N LONG BEACH	S	UW	20	wall	7/3/2008
ALHAMBRA / STOCKTON	S/E	UW	40	wall	7/3/2008
PINE / SHORT	S/E	UW	20	fence	7/3/2008
2013 N SHORT	E	GRY	10	box	7/3/2008
OAKS / ALHAMBRA	S/E	GRY	20	wall	7/3/2008
SANTA FE / OAKS	N/E	GRY	40	wall	7/3/2008
OAKS / SANTA FE	S/E	GRY	10	box	7/3/2008
1510 N SPRING	N/E	SB	30	wall	7/5/2008
419 W CEDAR ST	DEL	NG		swalk	7/5/2008
710 N POINSETTIA	N/E	SB	40	wall	7/5/2008
800 N POINSETTIA	N/E	SB	70	swalk	7/5/2008

Urban Graffiti Enterprises Inc.**Weekly Graffiti Report**

ADDRESS	LOCATION	COLOR	FTG	Comments	COMPDATE
TICHENOR / CENTER	N/E	SB	20	corner pillar	7/5/2008
ATLANTIC / MCMILLAN	N/E	SB	40	wall	7/5/2008
MCMILLAN / COOKACRE	S/E	SB	40	wall	7/5/2008
Sites Serviced	248	Total Sq. Ftg.	15,060		

July 15, 2008

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ESTABLISHMENT OF A LIST OF VENDORS TO
PROVIDE VOCATIONAL CLASSROOM TRAINING AND THE
EXECUTION OF TRAINING VENDOR AGREEMENTS FOR
EMPLOYMENT AND TRAINING PROGRAMS FOR FISCAL YEAR 2008-
2009**

SUMMARY

This resolution authorizes the City Manager to establish a slate of vendors and execute vendor agreements with the City of Compton CareerLink for fiscal year 2008-09.

BACKGROUND INFORMATION

The Compton CareerLink is designated as a WorkSource Center under the County of Los Angeles, and receives funds to conduct employment and training programs funded under the Workforce Investment Act (WIA). These programs target WIA participants and employers and include a provision for vocational classroom training in demand occupations.

CareerLink is recommending that the training institutions on the State Eligible Training Provider Directory (ETPL) be included as Compton's 2008-09 slate of vendors. The ETPL is assembled and maintained by the City of Hawthorne on behalf of more than 30 WIA administrative agencies and career centers throughout Southern California. The ETPL vendors have been procured in accordance with federal, state and local guidelines and are state-certified. The lists have been electronically transmitted to the State for approval and inclusion on the State ETPL Directory. The City of Compton's inclusion of ETPL vendors will provide enrolled job seekers with additional training opportunities, and will support regional efforts to coordinate workforce development programs.

Participants are referred to one or more vendors to select a training program that meets their needs. Once the participant has selected the training program, and the training agency has agreed to enroll the participant, CareerLink enters an individual classroom training agreement with the training agency (vendor).

2.

MAYOR AND COUNCIL MEMBERS

July 15, 2008

Page 2

The approved State Eligible Training Provider List (ETPL) of training schools are being recommended for retention on the City's slate of training vendors for fiscal year 2008-2009.

STATEMENT OF THE ISSUES

City Council approval is needed to establish a slate of vendors for classroom training and authorize the City Manager to execute Classroom Training Agreements.

FISCAL IMPACT

Funds are available for adults, youth and dislocated workers in the Workforce Investment Act (WIA) and General Fund accounts as follows:

2754-810-V004274	\$ 12,000
1001-810-0004274	<u>65,500</u>
 Total	 \$ 77,500

RECOMMENDATION:

Staff recommends City Council approval of the attached resolution.

**KIMBERLY MCKENZIE, DIRECTOR
CAREER/INK WORKSOURCE CENTER**

**CHARLES EVANS
CITY MANAGER**

Attachment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ESTABLISHMENT OF A LIST OF VENDORS TO PROVIDE
VOCATIONAL CLASSROOM TRAINING AND THE EXECUTION OF TRAINING
VENDOR AGREEMENTS FOR EMPLOYMENT AND TRAINING PROGRAMS FOR
FISCAL YEAR 2008-09

WHEREAS, the City of Compton CareerLink is responsible for implementing and administering the City's Workforce Investment Act (WIA) employment and training programs, for youth, adults and dislocated workers; and

WHEREAS, these programs provide employment and training services to eligible participants; and

WHEREAS, the individual tuition rates shall not exceed the standard "off the shelf" tuition rate charged to the general public for similar training, which ranges from \$40.00 to \$10,000; and

WHEREAS, the funds are available in the Compton CareerLink budget to cover the costs of training; and

WHEREAS, there is a need to authorize the City Manager or his designee to accept the list of institutions on the State Eligible Training Provider List (ETPL) for fiscal year 2008-09.

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

Section 1. That the City Manager is authorized to execute training agreements with training providers on the State Eligible Training Provider List (ETPL) and any organization added to the list during the 2008-09 fiscal year.

Section 2. That individual agreements shall not exceed the "off the shelf" tuition rate, with the current range of \$40.00 and \$10,000, however, the City Manager may enter into agreements with vendors within a 10 percent increase of the highest training cost, if prices should change during the year.

Section 3. That funds are available for adults, youth and dislocated workers in the Workforce Investment Act (WIA) and General Fund training accounts as follows:

2754-810-V004274	\$ 12,000
1001-810-0004274	<u>65,500</u>
Total	\$ 77,500

Section 5. That a certified copy of this resolution shall be filed in the Offices of the City Manager, City Controller, City Clerk, City Attorney, and Compton CareerLink WorkSource California Center.

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

RESOLUTION NO. _____
PAGE TWO

ADOPTED this _____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2008.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: CareerLink

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A LIST OF VENDORS TO PROVIDE VOCATIONAL CLASSROOM TRAINING AND THE EXECUTION OF TRAINING VENDOR AGREEMENTS FOR EMPLOYMENT AND TRAINING PROGRAMS FOR FISCAL YEAR 2008-09

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<BudgetName>
BUDGET OFFICER

<BudgetDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:

- Public Works: When contracting for Engineering Services.
- City Attorney: When contracting for legal services; contracts that require City Attorney’s review.
- Controller/Budget Officer: Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
- Asst. City Manager/OAS: All personnel actions.

July 15, 2008

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: APPROVING A CONTRACT TO TRANSCRIBE MINUTES

SUMMARY

With the current job load and experienced staffing shortage, we are requesting that we contract for the transcribing of Compton Housing Development Commission, Public Finance Authority, Urban Community Development Commission, Gaming Commission and the Compton City Council minutes.

FINANCIAL IMPACT

The funds shall come from Account Number 1001-47-0000-4262 and 1200-47-0000-4262.

RECOMMENDATION

Approve contract between the City of Compton and Melvinna Sharp.

ALITA GODWIN
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MELVINNA SHARP TO PREPARE MINUTES FOR THE COMPTON HOUSING DEVELOPMENT COMMISSION, PUBLIC FINANCE AUTHORITY, URBAN COMMUNITY DEVELOPMENT COMMISSION, GAMING COMMISSION AND THE CITY COUNCIL MEETINGS

WHEREAS, because of the current job load and experienced staffing shortage, we are requesting to contract for the transcribing of Compton Housing Development Commission, Public Finance Authority, Urban Community Development Commission, Gaming Commission and the Compton City Council minutes.

THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the contract with Melvinna Sharp is hereby approved to prepare the minutes of the Housing Development Commission, Public Finance Authority, Urban Community Development Commission, Gaming Commission and the City Council meetings.

SECTION 2. That the funds are available in account numbers 1001-47-0000-4262 and 1200-47-0000-4262.

SECTION 3. That the total contract amount shall not exceed \$35,000.00.

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

ADOPTED this _____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____
Page 2

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing resolution was adopted by the City Council of said City, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2008.

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

AYES: Councilmembers –
NOES: Councilmembers –
ABSENT: Councilmembers –
ABSTAIN: Councilmembers –

CITY CLERK OF THE CITY OF COMPTON

3.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between the CITY OF COMPTON, a municipal corporation of the State of California, hereinafter referred to as "City" and MELVINNA SHARP, P.O. Box 3223, Gardena, California 90247, hereinafter referred to as "Contractor".

TERM

Contractor shall transcribe minutes of the Compton Housing Development Commission, Public Finance Authority, Urban Community Development Commission, Gaming Commission and the City Council meetings through June 30, 2009.

COMPENSATION

Compensation to Contractor shall be \$700 per meeting through June 2009 and the City shall make payments upon completion of each meeting.

INDEPENDENT CONTRACTOR

Contractor is a wholly independent contractor and not an officer, employee, or agent of the City. Neither the City nor any of the officers, employees or agents of the City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as expressly set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall obtain no rights to retirement, health care or any other benefits that accrue to CITY employees. Contractor expressly waives any claim Contractor may have to any such rights.

TERMINATION

Upon at least 5 days notification and/or request, the City may terminate this contract agreement with or without cause. It shall also be noted that if such performance is deemed unsatisfactory, unethical or illegal, the contract agreement will be terminated immediately.

AMENDMENT

Any amendment(s) to this agreement shall be in writing signed by both parties.

INDEMNITY

Contractor agrees to hold harmless and to indemnify the City from every claim, demand or liability that may be made by reason of:

Any injury to person or property sustained by any person, form or Corporation cause by any act, neglect, default, or omission of Contractor upon or in connection with the work covered by this Agreement, whether the said injury or damage occurs upon or adjacent to work. Contractor, shall be financially responsible for costs, expenses and fees of any and all actions, suits, or other legal proceedings that may be brought or instituted against the City on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any actions, suits or other legal proceedings or results thereof.

ENTIRE AGREEMENT

This agreement supersedes any and all agreements, either oral or in writing, between the two parties hereto with respect to the subject matter thereof, and contains the entire agreement between the parties relating to said subject matter. This agreement may not be modified except by an instrument in writing executed by the parties hereto, and signed by an authorized representative of said party.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

CONTRACTOR

CITY OF COMPTON

By: _____
MELVINNA SHARP
CONTRACTOR

By: _____
CITY/ASSISTANT MANAGER

APPROVED AS TO FORM:

By: _____
LEGRAND CLEGG
CITY ATTORNEY

By: _____
ALITA GODWIN
CITY CLERK

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MELVINNA SHARP TO PREPARE MINUTES FOR THE COMPTON HOUSING DEVELOPMENT COMMISSION, PUBLIC FINANCE AUTHORITY, URBAN COMMUNITY DEVELOPMENT COMMISSION, GAMING COMMISSION AND THE CITY COUNCIL MEETINGS

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<BudgetName>
BUDGET OFFICER

<BudgetDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 15, 2008

TO: MAYOR & CITY COUNCIL

FROM: CITY CLERK

**SUBJECT: AUTHORIZING A PURCHASE ORDER TO THE UNITED
STATES POST MASTER TO COVER POSTAGE EXPENSES
FOR THE CITY CLERK'S OFFICE**

It is hereby requested that your Honorable Body adopt the attached resolution authorizing a \$75,000 purchase order for the City's out going mail. By approving this resolution we will not have to make a new purchase order for \$5,000 every two months.

Alita Godwin, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON AUTHORIZING A PURCHASE ORDER TO
THE UNITED STATES POSTMASTER TO COVER
POSTAGE EXPENSES FOR THE CITY CLERK'S OFFICE

WHEREAS, the City Clerk's Office has substantial and ongoing postage expenses for mailing invoices, inter City and other agency communications, citizen information, and other related materials pertinent to City government.

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 to the United States Postmaster for \$75,000 to cover annual postage charges for the 2008-09 Fiscal Year. Funds are available in account numbers 1001-47-0000-4215 and 1200-47-0000-4215.

SECTION 2. That a certified copy of this resolution shall be filed in the offices of the City Manager and City Controller.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____ 2008.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2008.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO THE UNITED STATES POSTMASTER TO COVER POSTAGE EXPENSES FOR THE CITY CLERK'S OFFICE

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<BudgetName>
BUDGET OFFICER

<BudgetDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 15, 2008

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A SALARY ADJUSTMENT FOR THE CLASSIFICATIONS OF DEPUTY DIRECTOR OF COMMUNITY REDEVELOPMENT AND DIRECTOR OF COMMUNITY REDEVELOPMENT

BACKGROUND

This resolution will consider approving a salary adjustment for the classifications of Deputy Director of Community Redevelopment and Director of Community Redevelopment.

STATEMENT OF PROBLEM

The Human Resources Department recently recruited for the position of Deputy Director of Community Redevelopment. We believe that the recruitment did not attract enough qualified applicants due to our salary in comparison to surrounding cities. A compensation study was completed and the study surmised that the compensation for this classification was at least 19% below positions performing similar duties in comparison with other municipalities.

The City has met with the Compton Management Employees' Association, AFSCME, Local 2325 and both have agreed that the salaries for Deputy Director of Community Redevelopment and Director of Community Redevelopment should be adjusted.

FINANCIAL IMPACT

The adoption of this resolution will not have a financial impact on the City's 2008-2009 fiscal year budget.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution to approve the salary adjustment for the classifications of Deputy Director of Community Redevelopment and Director of Community Redevelopment.

CHARLES EVANS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A SALARY ADJUSTMENT FOR THE CLASSIFICATIONS OF DEPUTY DIRECTOR OF COMMUNITY REDEVELOPMENT AND DIRECTOR OF COMMUNITY REDEVELOPMENT

WHEREAS, the Human Resources Department recently recruited for the position of Deputy Director of Community Redevelopment; and

WHEREAS, we believe that the recruitment did not attract enough qualified applicants due to our salary in comparison to surrounding cities; and

WHEREAS, a compensation study was completed and the study summarized that the compensation for this classification was at least 19% below positions performing similar duties in comparison with other municipalities; and

WHEREAS, the City has met with the Compton Management Employees' Association, AFSCME, Local 2325 and both have agreed that the salaries for Deputy Director of Community Redevelopment and Director of Community Redevelopment should be adjusted; and

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

Section 1. That effective August 1, 2008, the salaries for Deputy Director of Community Redevelopment and Director of Community Redevelopment shall be adjusted as follows:

<u>Classification Title</u>	<u>Salary Range</u>
Deputy Director of Community Redevelopment	166
Director of Community Redevelopment	191

Section 2. That a duly certified copy of this Resolution shall be delivered to the offices of the City Manager, City Controller and Human Resources.

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

ADOPTED this _____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page Two

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 _____, 2008.

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

AYES: Council Member(s) –
NOES: Council Member(s) –
ABSENT: Council Member(s) –
ABSTAIN: Council Member(s) –

CITY CLERK OF THE CITY OF COMPTON

July 15, 2008

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WANDA ALLEN FOR PERFORMANCE OF ANALYTICAL WORK, RESEARCH PROJECTS, REVISION OF PROCEDURES, MANUALS AND RELATED TASKS

SUMMARY

The attached resolution authorizes the City Manager to execute a Professional Services Agreement with Wanda Allen for professional services to perform analytical work, research projects and to assist in the revision of procedures, manuals and to perform related tasks as required.

BACKGROUND

Wanda Allen possesses the experience and knowledge to perform advanced professional and technical administrative assistance in assignments which include—but are not limited to — analytical work, research projects, revision of procedures, manuals and related tasks as assigned by the City Manager and/or designee during Fiscal Year 2008/2009 .

STATEMENT OF FACT

There is a continuous need for consulting services with experienced consultants to provide services that include—but are not limited to—assignments which include analytical work, research projects, to assist in the revision of procedures, manuals and related tasks assigned by the City Manager and/or his designee during Fiscal Year 2008/2009.

In order to accomplish these goals, it is necessary to authorize the City Manager to execute a contract with Wanda Allen to provide consultant services for the City of Compton.

FISCAL IMPACT

Total estimated cost of the contract for the Fiscal Year 2008/2009 is Fifty-Five Thousand (\$55,000.00) Dollars. Funds are budgeted in the Non-Departmental 2008/2009 Fiscal Year budget in Account No. 1001-610-000-4269.

6.

PROFESSIONAL SERVICES AGREEMENT
WANDA ALLEN
PAGE 2

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to enter into a Professional Services Agreement with Wanda Allen for analytical work, research projects, revision of procedures, manuals and related tasks as assigned by the City Manager and/or designee as required.

CHARLES EVANS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WANDA ALLEN FOR PERFORMANCE OF ANALYTICAL WORK, RESEARCH PROJECTS, REVISION OF PROCEDURES, MANUALS AND RELATED TASKS

WHEREAS, there is a continuous need for consulting services with experienced consultants to provide services that include—but are not limited to—assignments which include analytical work, research projects, to assist in the revision of procedures, manuals and related tasks assigned by the City Manager and/or his designee during Fiscal Year 2008/2009; and

WHEREAS, Wanda Allen is experienced and highly qualified to meet the current requisites to provide the consulting services depicted herein.

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

SECTION 1. That the City Manager is hereby authorized to enter into a services contract, upon advice of the City Attorney, with Wanda Allen to provide services, under the direction of the City Manager’s Office, to include but not be limited to, analytical work, research projects, revision of procedures, manuals and related tasks assigned by the City Manager and/or his designee.

SECTION 2. That the duration of the contract shall be from July 15, 2008 through June 30, 2009 for a total cost not to exceed Fifty-Five Thousand Dollars (\$55,000.00), payable at an hourly rate of Thirty-Five Dollars (\$35.00).

SECTION 3. That the funds are available in the Non-Departmental 2008/2009 Fiscal Year Budget in Account Number 1001-61-0000-4269.

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

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

ADOPTED this _____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

RESOLUTION NO. _____
Page 2

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 _____, 2008.

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

July 15, 2008

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BETTY SMITH FOR PERFORMANCE OF ANALYTICAL WORK, RESEARCH PROJECTS, REVISION OF PROCEDURES, MANUALS AND RELATED TASKS

SUMMARY

The attached resolution authorizes the City Manager to execute a Professional Services Agreement with Betty Smith for professional services to perform analytical work, research projects and to assist in the revision of procedures, manuals and to perform related tasks as required.

BACKGROUND

Betty Smith possesses the experience and knowledge to perform advanced professional and technical administrative assistance in assignments which include—but are not limited to — analytical work, research projects, revision of procedures, manuals and related tasks as assigned by the City Manager and/or designee during Fiscal Year 2008/2009 .

STATEMENT OF FACT

There is a continuous need for consulting services with experienced consultants to provide services that include—but are not limited to—assignments which include analytical work, research projects, to assist in the revision of procedures, manuals and related tasks assigned by the City Manager and/or his designee during Fiscal Year 2008/2009.

In order to accomplish these goals, it is necessary to authorize the City Manager to execute a contract with Betty Smith to provide consultant services for the City of Compton.

FISCAL IMPACT

Total estimated cost of the contract for the Fiscal Year 2008/2009 is Fifty-Five Thousand (\$55,000.00) Dollars. Funds are budgeted in the Non-Departmental 2008/2009 Fiscal Year budget in Account No. 1001-610-000-4269.

7.

PROFESSIONAL SERVICES AGREEMENT
BETTY SMITH
PAGE 2

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to enter into a Professional Services Agreement with Betty Smith for analytical work, research projects, revision of procedures, manuals and related tasks as assigned by the City Manager and/or designee as required.

CHARLES EVANS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BETTY SMITH FOR PERFORMANCE OF ANALYTICAL WORK, RESEARCH PROJECTS, REVISION OF PROCEDURES, MANUALS AND RELATED TASKS

WHEREAS, there is a continuous need for consulting services with experienced consultants to provide services that include—but are not limited to—assignments which include analytical work, research projects, to assist in the revision of procedures, manuals and related tasks assigned by the City Manager and/or his designee during Fiscal Year 2008/2009; and

WHEREAS, Betty Smith is experienced and highly qualified to meet the current requisites to provide the consulting services depicted herein.

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

SECTION 1. That the City Manager is hereby authorized to enter into a services contract, upon advice of the City Attorney, with Betty Smith to provide services, under the direction of the City Manager’s Office, to include but not be limited to, analytical work, research projects, revision of procedures, manuals and related tasks assigned by the City Manager and/or his designee.

SECTION 2. That the duration of the contract shall be from July 16, 2008 through June 30, 2009 for a total cost not to exceed Fifty-Five Thousand Dollars (\$55,000.00), payable at an hourly rate of Thirty-Five Dollars (\$35.00).

SECTION 3. That the funds are available in the Non-Departmental 2008/2009 Fiscal Year Budget in Account Number 1001-61-0000-4269.

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

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

ADOPTED this _____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof, held on the _____ day of _____, 2008.

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

July 15, 2008

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: RESOLUTION AUTHORIZING PAYMENT TO THE COMPTON COURT
RELATING TO THE COLLECTION OF FINES ON PARKING CITATIONS

SUMMARY

This resolution authorizes payment to the Compton Court relating to collection of fines on parking citations.

BACKGROUND

The City Council adopted Resolution No. 15,828 approving a contractual agreement between the City of Inglewood and the City of Compton for data processing services relating to the Parking Citation Program. This program has enhanced revenue collected from the parking citations. The City has continued to participate in this program each fiscal year since 1989. The agreement was renewed in February 2001.

The Compton Municipal Court is the issuing authority of the City's parking citations and collects a portion of the monies generated through the Parking Citation Program.

FINANCIAL IMPACT

Funds for the projected expenditures of One Hundred and Twenty Thousand (120,000.00) Dollars have been allocated in the Municipal Law Enforcement Services Department budget for fiscal year 2007-2008 in Account No. 1001-670-000-4269.

RECOMMENDATION

Staff recommends approval of this resolution in order to facilitate payment to the Compton Court for a portion of fines collected from parking citations.

JON THOMPSON, ACTING DIRECTOR
MUNICIPAL LAW ENFORCEMENT
SERVICES DEPARTMENT

CHARLES EVANS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING PAYMENT TO THE COMPTON COURT
RELATING TO COLLECTION OF FINES ON PARKING CITATIONS

WHEREAS, the Compton Court is the issuing authority of the City’s parking citations and collects a portion of the monies generated through the Parking Citation Program; and

WHEREAS, the City Council adopted Resolution No. 15,828 approving the initial contract with the City of Inglewood relating to the collection of parking fines for the City of Compton and identifies portions of the fines payable to the Compton Court with regards to the Parking Citation Program; and

WHEREAS, the City will continue its participation in the Parking Citation Program and projected portions of fines payable to the Compton Court during fiscal year 2008-2009 are One Hundred and Twenty Thousand (120,000.00) dollars.

WHEREAS, funds for this expenditure have been allocated in the Municipal Law Enforcement Services Department budget in Account No. 1001-670-000-4269.

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

SECTION 1. That the City Manager is authorized to pay Compton Court a mandated portion of the monies collected through the Parking Citation Program projected at One Hundred and Twenty Thousand (120,000.00) Dollars during fiscal year 2008-2009. Funds are allocated in Account No. 1001-670-000-4269.

SECTION 2. That a copy of this resolution shall be filed in the Offices of the City Manager, City Attorney, City Controller and Municipal Law Enforcement Services Department.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this ____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2
ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2008.

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

AYES: COUNCIL MEMBER –
NOES: COUNCIL MEMBER –
ABSENT: COUNCIL MEMBER –

CITY CLERK OF THE CITY OF COMPTON

8.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING PAYMENT TO THE COMPTON COURT
RELATING TO COLLECTION OF FINES ON PARKING CITATIONS

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<BudgetName>
BUDGET OFFICER

<BudgetDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 15, 2008

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH THE COUNTY OF LOS ANGELES, DEPARTMENT OF ANIMAL CARE AND CONTROL FOR PROVISION OF ANIMAL CONTROL SERVICES TO THE CITY FOR FISCAL YEARS 2008-2010.

SUMMARY

The City Council will adopt a resolution authorizing the City Manager to renew the Animal Control Services Agreement with the County of Los Angeles for Fiscal Years 2008 through 2010.

BACKGROUND

For many years the City of Compton has contracted with the County of Los Angeles to provide animal control services to the City through the County's Department of Animal Care and Control.

Typical services include, but are not limited to dead animal pick-up, capture, impoundment, care of stray animals, licensing and medical services. The City is billed monthly for housing services according to costs the County incurs, with the City receiving offsetting credits for licensing and impounding.

STATEMENT OF THE ISSUE

The Animal Control Services Agreement with the County of Los Angeles expires June 30, 2008. Because the City is not equipped nor has the personnel or facilities to provide these much needed services to protect the health and well being of the City and its citizens, it will be beneficial for the City to contract with the County to provide the services.

9.

**Staff Report Re Resolution to Renew
Animal Control Services Agreement
With County of Los Angeles
July 15, 2008, page 2**

The current Agreement provides that the parties may consent to renew/extend the Agreement for up to two (2) successive periods not to exceed two (2) years each. A new agreement is necessary to continue receiving services for the next two (2) years (2008-2010).

FISCAL IMPACT

Payments projected at an amount of Two Hundred Thousand Dollars (\$200,000.00), for services rendered by the County in Fiscal Year 2008-2009 have been allocated in the Municipal Law Services Department budget in Account No. 1001-670-000-4269. Funds for services to be rendered by the County during Fiscal Year 2009-2010 will be appropriated and allocated during adoption of the annual City budget for 2009-2010.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution authorizing the City Manager to renew the Animal Control Services Agreement with the County of Los Angeles for a two-year period, commencing on July 1, 2008 through June 30, 2010.

**JON THOMPSON, ACTING DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES**

**CHARLES EVANS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT
WITH THE COUNTY OF LOS ANGELES, DEPARTMENT OF ANIMAL
CARE AND CONTROL FOR PROVISION OF ANIMAL CONTROL
SERVICES TO THE CITY FOR FISCAL YEARS 2008-2010.**

WHEREAS, for many years the City has contracted with the County of Los Angeles for provision of animal control services to the City through the County's Department of Animal Care and Control; and

WHEREAS, said services are an on-going necessity to protect the health and well being of the City and its citizens and the City is not equipped nor has the personnel or facilities to handle the required services; and

WHEREAS, the current Agreement provides that the parties may consent to renew/extend the Agreement for up to two (2) successive periods not to exceed two (2) years each; and

WHEREAS, the Animal Control Services Agreement between the City and County will expire on June 30, 2008, and the City finds that renewal of the Agreement is beneficial and advantageous to the City; and

WHEREAS, funds have been allocated in the Municipal Law Enforcement Services Department's Fiscal Year 2008-2009 annual budget for these services and will be appropriated in the Fiscal Year 2009-2010 budget.

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

Section 1. That on the advice and approval of the City Attorney, the City Manager is authorized to renew the Animal Control Services Agreement between the City of Compton and the County of Los Angeles.

Section 2. That the term of the Animal Control Services Agreement with the County of Los Angeles shall be for two (2) years, commencing on July 1, 2008 through June 30, 2010.

Section 3. That the City Manager is authorized to remit payments projected at Two Hundred and Fifty Thousand (\$250,000.00) Dollars for services rendered by the County in Fiscal Year 2008-2009 from funds that have been allocated in the Municipal Law Enforcement Services Department budget in Account No. 1001-670-000-4269.

9.

Resolution # _____
Page Two

Section 4. Those funds will be appropriated for services rendered by the County in Fiscal Year 2009-2010 during the adoption of the annual City budget for 2009-2010.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, City Controller and the Municipal Law Enforcement Services Department.

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

ADOPTED this _____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2008.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH THE COUNTY OF LOS ANGELES, DEPARTMENT OF ANIMAL CARE AND CONTROL FOR PROVISION OF ANIMAL CONTROL SERVICES TO THE CITY FOR FISCAL YEARS 2008-2010.

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<BudgetName>
BUDGET OFFICER

<BudgetDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

Please review this memo carefully. New procedures were adopted in 2006 regarding designation of voting delegates and alternates and voting at the Annual Conference.

June 13, 2008

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 24-27, Long Beach

The League's 2008 Annual Conference is scheduled for September 24-27 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting, scheduled for 8:30 a.m., September 27, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, your city may appoint up to two alternate voting delegates. In 2006, the ability to appoint up to two alternates was the result of approval of a League bylaws amendment that increased the number of voting delegate alternates from one to two.

Please complete the attached Voting Delegate form and return it to the League's office no later than September 5, so that voting delegate/alternates records may be established prior to the conference. At the conference, voting delegate forms may be returned to the Voting Delegate Desk located in the conference registration area.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. At least one must be present at the Business Meeting and in possession of voting card in order to cast a vote. Voting delegates and alternates

-more-

10.

are requested to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegates Desk. This will enable them to receive the special stamps on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **New Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they should be sure to sign in at the Voting Delegate desk and obtain the special stamps on their badges.

The Voting Delegate desk in the conference registration area will be open September 24, 25 and 26, and prior to the Business Meeting on September 27. The conference registration area will open at 12:00 p.m., on September 24, at the Long Beach Convention Center. The Voting Delegate desk will also be open at the Business Meeting, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share it and this memo with your council and especially with the individuals your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by September 5. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2008 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures 2008 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. We encourage voting delegates and alternates to sign in at the Voting Delegate Desk so that they may receive a special stamp on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates) and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is not either a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the city's voting delegate and alternates wish to sit together, all should sign in at the Voting Delegate desk and obtain the special stamps on their badges.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

July 15, 2008

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: REQUEST TO SCHEDULE PUBLIC HEARING TO SET NEW RUBBISH
RATES

The Water Department request that the City Council schedule a public hearing for Tuesday July 22, 2008 at 3:25 PM – during the regular Council Meeting – to receive comments on the new proposed rates for rubbish.

KAMBIZ SHOGHI
GENERAL MANAGER

CHARLES EVANS
CITY MANAGER

July 15, 2008

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES' FISCAL YEAR 2008-2009 BUDGET TO ACCEPT AND APPROPRIATE \$171,835 IN FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE'S JUSTICE ASSISTANCE GRANT PROGRAM (JAG).

SUMMARY

Staff would like Council to consider amending the Municipal Law Enforcement Services (MLES)' Fiscal Year 2008-09 budget to appropriate \$171,835 in funding from the U.S. Department of Justice's Justice Assistance Grant Program (JAG) for law enforcement services.

BACKGROUND

In 2007, the U.S. Department of Justice's Edward Byrne Memorial Justice Assistance Grant Program (JAG) awarded the City of Compton a \$171,835 grant. JAG funds may be used to support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. The City plans to use its 2007 JAG funding allocation to contract with the Los Angeles County Sheriff's Department to provide special targeted enforcement in the areas of gangs, prostitution, illicit narcotics sales, illegal street vendors, and other "hot topic/pressure cooker" issues as they arise. Special enforcement measures would include stings, sweeps, undercover operations, decoys, surveillances, and others activities. These additional measures are needed to help reduce crime and improve the quality of life for the residents of Compton.

FISCAL IMPACT

MLES' 2008-09 Fiscal Year Budget would increase by \$171,835.

RECOMMENDATION

Staff recommends that Council adopt the attached resolution.

**GAY MORRIS, AICP, INTERIM PLANNING DIRECTOR
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT**

**CHARLES EVANS
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING THE MUNICIPAL LAW
ENFORCEMENT SERVICES’ FISCAL YEAR 2008-2009
BUDGET TO ACCEPT AND APPROPRIATE \$171,835 IN
FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE’S
JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

WHEREAS, the City of Compton applied to the U.S. Department of Justice for Justice Assistance Grant (JAG) Program funding to support its law enforcement efforts;

WHEREAS, the U.S. Department of Justice (DOJ) awarded the City \$171,835 in 2007 JAG Program funding for this purpose; and

WHEREAS, the Municipal Law Enforcement Services’ Fiscal Year 2008-2009 Budget must be amended to appropriate these funds.

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

Section 1. That the City shall accept the \$171,835 in 2007 DOJ JAG Program funding.

Section 2. That the City shall amend its Fiscal Year 2008-2009 Budget in the amount of \$171,835 to appropriate these funds.

Section 3. That the City shall increase its Fiscal Year 2008-2009 grant revenue and expenditures as follows:

1061-00-0000-3565	Other Federal Grants	\$171,835
1061-67-0000-4269	Other Contract Services	\$171,835

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Municipal Law Enforcement Services Department, and the Planning and Economic Development Department.

RESOLUTION NO. _____
PAGE 2 OF 2

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

ADOPTED this _____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2008.

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

AYES: COUNCIL MEMBER(S)
NOES: COUNCIL MEMBER(S)
ABSTAIN: COUNCIL MEMBER(S)
ABSENT: COUNCIL MEMBER(S)

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Planning

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES’ FISCAL YEAR 2008-2009 BUDGET TO ACCEPT AND APPROPRIATE \$171,835 IN FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE’S JUSTICE ASSISTANCE GRANT PROGRAM (JAG).

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<BudgetName>
BUDGET OFFICER

<BudgetDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 15, 2008

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND ADVANCED REAL ESTATE SERVICES, INC. FOR THE DISPOSITION OF CERTAIN AGENCY-OWNED PROPERTY

SUMMARY

Requesting City Council authorization of a Disposition and Development Agreement between the Agency and Advanced Real Estate Services, Inc. for the purchase and development of 2815-2875 Alondra Boulevard.

BACKGROUND

On May 23, 2006, pursuant to Resolution No. 21,945, the City Council authorized an Exclusive Negotiation Agreement (ENA) between the Agency and Advanced Real Estate Services, Inc. (Redeveloper) to work out the terms and conditions leading to a Disposition and Development Agreement (DDA) for the disposition of Agency-owned property located at 2815-2875 Alondra Boulevard. The Redeveloper will purchase the site for the development of approximately 100 single family residences. Negotiations have culminated and the Redeveloper is ready to move forward with the disposition process.

The Agency acquired the 17.9 acre parcel located at 2815-2875 from the Compton Brick and Tile Company in 1956. The Site consists of a pre existing sanitary landfill which serviced the City from about 1947 to 1975. On January 30, 2008, an appraisal was conducted on the property by DMD Appraisals, Inc. to determine the current value of the land. The appraised value was \$8,582,000.

The disposition price ("Disposition Price") of the subject property to be paid by Advanced Real Estate Services shall be the lesser of:

(A) **\$15,250,000 less the sum of:**

- (i) the reasonably estimated cost, as approved by the Agency's Executive Secretary in writing, of all remedial work reasonably required to put the Property in a condition adequate for the construction of single family homes;

13.

Advanced Real Estate Services, Inc. - DDA
July 15, 2008
Page Two

- (ii) **Redeveloper's** reasonable costs of investigating the physical condition of the Site;
- (iii) an amount equal to ten percent (10%) of the estimate described in clause (i) for **Redeveloper's** management fees, expenses, profit and overhead for **Redeveloper's** investigations;

OR

(B) the "fair market value" of the Site as determined by an appraisal, to be done within sixty (60) days of the submission of the Tentative Tract Map based on the approved number of lots and remedial action plan:

- (i) Plus a sum equal to seventy-five percent (75%) of the amount of any and all grants or forgivable loans actually funded by any governmental agencies for the remediation of the site;
- (ii) Less the reasonably estimated cost, of all remedial work reasonably required to the property in a condition adequate for the construction of the single family homes;

The Disposition Price shall not be less than zero.

STATEMENT OF THE ISSUE

In accordance with Section 33433 of the California Redevelopment Law Health and Safety Code, any lease or sale of Agency owned property, purchased utilizing tax increment funds, requires a joint public hearing of both the Agency and the legislative body for public input. Subsequent to the hearing, the Commission and City Council must consider and approve a resolution authorizing the real estate sale transaction.

In compliance with Redevelopment Law, the Commission on July 1, 2008, set a joint public hearing (by minute motion) for July 15, 2008, to consider a resolution authorizing the disposition and development of the property located at 2815-2875 Alondra Boulevard. The notice of the joint public hearing was published in the *Compton Bulletin* on July 2, 2008 and July 9, 2008. A copy of the DDA and Summary Report was also placed in the City Clerk's Office on July 2, 2008 for public review in accordance with Redevelopment Law.

Advanced Real Estate Services, Inc. - DDA
July 15, 2008
Page Three

ECONOMIC BENEFITS

The proposed development offers several benefits to the City. The project site has been vacant and underutilized for the past three decades. The continued underutilization of this property and its resultant depreciation has impaired public investment in the area to the extent that it constitutes a serious physical and economic burden on the community. The proposed agreement (i) will provide a timely opportunity for Agency to facilitate development of single family residential units on the subject area; and (ii) serve as a catalyst for further economic revitalization of the neighborhood. Furthermore, the proposed has the capacity transform a formally blighted area into vibrant neighborhoods. On the basis of the foregoing, Commission approval of the DDA will advance the revitalization objectives for the area.

RECOMMENDATION

That the attached resolution authorizing the City Manager to enter into a Disposition and Development Agreement between the Community Redevelopment Agency and Advanced Real Estate Services, Inc. be adopted.

KOFI SEFA-BOAKYE
DIRECTOR OF REDEVELOPMENT

CHARLES EVANS
CITY MANAGER

CE:KSB:DLD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE DISPOSITION OF PROPERTY PURSUANT TO A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND ADVANCED REAL ESTATE SERVICES, INC.

WHEREAS, the Community Redevelopment Agency of the City of Compton (the "Agency") is carrying out the Redevelopment Plan for the Compton Redevelopment Project Area, as merged and amended by Ordinance No. 2,114 adopted by the City Council on November 16, 2004; and

WHEREAS, pursuant to direction of the Commission and City Council, the Agency and Advanced Real Estate Services, Inc. (Redeveloper) have negotiated the terms and conditions of a Disposition and Development Agreement (the "DDA") for the disposition of certain Agency-owned property located at 2815-2875 Alondra Boulevard as outlined in the attached Exhibit A of the DDA (Site Plan) and as legally described in Exhibit B of the DDA (Legal Description of the Site); and

WHEREAS, on January 30, 2008, an appraisal was conducted on the property by DMD Appraisals, Inc. to determine the current value of the land; and

WHEREAS, the Agency has negotiated a proposed DDA with the Redeveloper to purchase the property to develop approximately 100 single-family residences on the Site; and

WHEREAS, in accordance with the Community Redevelopment Law, Health and Safety Code Section 33433, notice of a joint public hearing by the Commission and City Council was published in the Compton Bulletin on July 2, 2008, and July 9, 2008. A copy of the DDA and Summary Report was placed in the City Clerk's Office on or before July 2, 2008 for public review; and

WHEREAS, the Commission and City Council held a joint public hearing on Tuesday, July 15, 2008, in the City Council Chambers to consider and act upon the disposition of certain real property pursuant to the DDA.

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

Section 1. That the City Council hereby approves the terms and conditions of the Disposition and Development Agreement between the Community Redevelopment Agency and Advanced Real Estate, Inc. for the disposition of certain Agency-owned property located at 2815-2875 Alondra Boulevard.

Section 2. That the City Council hereby finds that the disposition of such property pursuant to the proposed Disposition and Development Agreement (i) will assist in the elimination of blight due to the obligation of the Redeveloper to construct and develop improvements on the property and to open such improvements for business; and (ii) is consistent with the Redevelopment Plan and Implementation Plan for the Compton Redevelopment Project Area (the "Project Area") adopted pursuant to Health and Safety Code Section 33490.

Resolution No. _____

Page 2

Section 3. That DMD Appraisals, Inc. conducted an appraisal on January 30, 2008 to determine the fair market value of 2815-2875 Alondra Boulevard.

Section 4. That the Disposition Price of the subject property to be paid by Advanced Real Estate Services shall be the lesser of:

(A) **\$15,250,000 less the sum of:**

- (i) the reasonably estimated cost, as approved by the Agency's Executive Secretary in writing, of all remedial work reasonably required to put the Property in a condition adequate for the construction of single family homes;
- (ii) **Redeveloper's** reasonable costs of investigating the physical condition of the Site;
- (iii) an amount equal to ten percent (10%) of the estimate described in clause (i) for **Redeveloper's** management fees, expenses, profit and overhead for **Redeveloper's** investigations;

OR

(B) the "fair market value" of the Site as determined by an appraisal, to be done within sixty (60) days of the submission of the Tentative Tract Map based on the approved number of lots and remedial action plan:

- (i) Plus a sum equal to seventy-five percent (75%) of the amount of any and all grants or forgivable loans actually funded by any governmental agencies for the remediation of the site;
- (ii) Less the reasonably estimated cost, of all remedial work reasonably required to the property in a condition adequate for the construction of the single family homes;

The Disposition Price shall not be less than zero.

Section 5. That the City Manager is hereby authorized and directed to execute any necessary documents upon the advice of the City Attorney.

Section 6. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Community Redevelopment Agency, and City Clerk.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this ____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 3

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2008.

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

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

CITY CLERK OF THE CITY OF COMPTON

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220**

DISPOSITION AND DEVELOPMENT AGREEMENT

between

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON**

and

ADVANCED REAL ESTATE SERVICES, INC.

**2815-2875 West Alondra Boulevard in the
COMPTON REDEVELOPMENT PROJECT AREA**

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EXHIBITS

Exhibit A	Map of the Site
Exhibit B	Legal Description of the Site
Exhibit C	Schedule of Performance
Exhibit D	Scope of Development
Exhibit E	Form of Grant Deed
Exhibit F	Form of Certificate of Completion
Exhibit G	Form of Right of Entry Agreement

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the _____ day of _____ 2008, by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a public body, corporate and politic (the “Agency”), and **ADVANCED REAL ESTATE SERVICES, INC.**, a California corporation (the “Redeveloper”). The Agency and the Redeveloper agree as follows:

I. [§100] SUBJECT OF AGREEMENT

A. [§101] Purpose of the Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan for the Compton Redevelopment Project Area (the “Project Area”) by providing for the sale of approximately 17.9 acres of real property commonly known as the former Alondra Landfill site (the “Site”) located within the boundaries of the Project Area for the construction of approximately 100 single family homes on the Site (the “Project”).

The development of the Site pursuant to this Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City of Compton and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan.

B. [§102] The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan for the Compton Redevelopment Project Area, as merged and amended by Ordinance No. 1865 adopted by the City Council on December 10, 1991. The Redevelopment Plan, as it now exists and as it may be subsequently amended pursuant to Section 701, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. [§103] The Project Area

The Project Area is located in the City of Compton, California (the “City”). The boundaries of the Project Area are specifically described in the Redevelopment Plan.

D. [§104] The Site

The “Site” is that portion of the Project Area shown on the “Map of the Site” attached hereto as Exhibit A and incorporated herein by reference, and described in the “Legal Description of the Site”, attached hereto as Exhibit B and incorporated herein by reference, and consists of Assessor’s Parcel Number: 6139-028-900.

13.

E. [§105] Parties to the Agreement

1. [§106] The Agency

The **Agency** is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California (Health & Safety Code Section 33000 et seq.). The office of the Agency is located at Compton City Hall, 205 South Willowbrook Avenue, Compton, California 90220. “**Agency**” as used in this Agreement includes the Community Redevelopment Agency of the City of Compton, California, and any assignee of or successor to its rights, powers and responsibilities.

2. [§107] The Redeveloper

The **Redeveloper** is Advanced Real Estate Services, Inc., a California corporation with its principal business office at 23792 Rockfield Blvd. Suite 100, Lake Forest, CA 92630. Wherever the term “**Redeveloper**” is used herein, such term shall include any assignee, or successor in interest specifically permitted by this Agreement.

The qualifications and identity of the Redeveloper are of particular concern to the **City** and the **Agency**, and it is because of these qualifications and identity that the **Agency** has entered into this Agreement with the **Redeveloper**. No voluntary or involuntary successor in interest of the **Redeveloper** shall acquire any rights or powers under this Agreement except as expressly set forth herein.

The **Redeveloper** shall not assign all or any part of this Agreement without the prior written approval of the **Agency**. Furthermore, any attempted assignment of this Agreement by the **Redeveloper** without the **Agency's** consent shall be null and void. This Agreement may be terminated by the **Agency** pursuant to Section 512 hereof if there is any significant change (voluntary or involuntary) in membership, management or control of the **Redeveloper** prior to the completion of the development of the Site.

The **Redeveloper** will promptly notify the Agency of any and all changes whatsoever in the identity of the parties in control of the **Redeveloper** and the degree thereof. No consent or approval of the Agency shall be necessary pursuant to this Section 107 with respect to any transfer to a limited liability company, partnership, corporation, or other entity or entities in which Richard J. Julian remains a majority owner of the controlling entity and retains management and control of the transferee entity or entities provided Agency receives copies of all of the organizational documents of the transferee prior to the transfer showing such ownership and control. The restrictions of this Section 107 shall terminate upon issuance by the **Agency** of a Certificate of Completion for the Site.

F. [§108] Good Faith Deposit

The good faith deposit is \$50,000.00, which has already been delivered to the Agency.

II. [§200] DISPOSITION OF THE SITE

A. [§201] Sale and Purchase

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the Agency agrees to sell, and the **Redeveloper** agrees to purchase and develop the Site. The total amount (“**Disposition Price**”) to be paid by the **Redeveloper** for the purchase of the Site shall be the lesser of: (A) **\$15,250,000 less** the sum of: (i) the reasonably estimated cost, as reasonably approved by the Agency’s Executive Secretary in writing, of all remedial work reasonably required to put the Property in a condition adequate for the construction of single family homes; (ii) **Redeveloper’s** reasonable costs of investigating the physical condition of the Site; (iii) an amount equal to ten percent (10%) of the estimate described in clause (i) for **Redeveloper’s** management fees, expenses, profit and overhead for **Redeveloper’s** investigations; or (B) the “fair market value” of the Site as determined by an appraisal, to be done within sixty (60) days of the submission of the Tentative Tract Map, as described in #11 of Exhibit C, Schedule of Performance. The appraisal would be based on the number of lots in the final approved site plan and the remedial action plan and is to be prepared by a reputable MAI appraiser mutually selected by the Agency and Redeveloper that has not been engaged previously by **Redeveloper** and who shall have been given all of the investigation reports regarding costs of remediation and any other material information concerning development of the Site plus a sum equal to seventy-five percent (75%) of the amount of any and all grants or forgivable loans actually funded by any governmental agencies for the remediation of the Site, less (i) the reasonably estimated cost, of all remedial work reasonably required to put the Property in a condition adequate for the construction of single family homes; (ii) documented direct costs incurred by Redeveloper to obtain the applicable grant(s) or forgivable loan(s) (“**Grants**”). The Disposition Price shall not be less than zero.

In the event that \$15,250,000 less the sums described in (A)(i)-(iii) above is less than zero, then **Redeveloper** may terminate this Agreement by written notice to Agency, whereupon Agency shall be entitled to retain the \$50,000 deposit to compensate Agency for its costs and expenses (including attorneys’ and consultants’ fees) incurred in connection with the negotiation and preparation of this Agreement and the delay in the ultimate disposition and redevelopment of the Site.

B. [§202] Escrow

The parties shall open an escrow (the “**Disposition Escrow**”) with Land America Commercial Services, 1920 Main St. 12th Floor, Irvine, CA 92614 (the “**Escrow Agent**”) within the time established in the “Schedule of Performance”, incorporated herein and attached hereto as Exhibit “C”. This Agreement constitutes the joint escrow instructions of the **Agency** and the **Redeveloper**, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The **Agency** and the **Redeveloper** shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section 202 in writing, delivered to the **Agency** and to the **Redeveloper** within five (5) days after the opening of the escrow, shall carry out its duties as escrow agent hereunder.

13.

The **Redeveloper** shall pay into the Disposition Escrow the following fees, charges and costs promptly after the Escrow Agent has notified the **Redeveloper** of the amount of such fees, charges, and costs, but not later than ten (10) days prior to the scheduled date for the close of escrow:

1. One-half of the escrow fee; and
2. The portion of the premium for the title insurance policy or special endorsements to be paid by the **Redeveloper** as set forth in Section 208 of this Agreement.

The **Agency** shall timely and properly execute, acknowledge and deliver a deed conveying to the **Redeveloper** title to the Site in accordance with the requirement of Section 204 of this Agreement.

The **Agency** shall pay in escrow to the Escrow Agent, the following fees, charges, and costs promptly after the Escrow Agent has notified the **Agency** of the amount of such fees, charges, and costs, but not later than ten (10) days prior to the scheduled date for closing the escrow:

1. One-half of the escrow fee;
2. Recording fees;
3. Notary fees;
4. The premium for a C.L.T.A. standard title insurance policy to be paid by the **Agency** as set forth in Section 208 of this Agreement;
5. Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title;
6. Any State, County or City Documentary Transfer Tax.

Upon delivery of a deed to the Escrow Agent by the **Agency** pursuant to Section 206 of this Agreement, the Escrow Agent shall record such deed when title can be vested in the **Redeveloper** in accordance with the terms and provisions of this Agreement, but in no event may escrow close later than the outside date for closing set forth in the Schedule of Performance. The Escrow Agent shall pay any documentary transfer tax required by law. Any insurance policies governing the Site are not to be transferred.

The Escrow Agent is authorized to:

1. Pay, and charge the **Agency** and the **Redeveloper**, respectively, for any fees, charges, and costs payable under this Section 202 of this Agreement. Before such payments are made, the Escrow Agent shall prepare a draft/estimated

Preliminary Settlement Statement and deliver it to the **Agency** and the **Redeveloper** for approval;

2. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the **Agency** and the **Redeveloper**; and
3. Record any instruments delivered through this escrow if necessary or proper to vest title in the **Redeveloper** in accordance with the terms and provisions of this Agreement.

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made on the basis of a 30-day month.

If this escrow is not in condition to close before the time for conveyance established in Section 203 of this Agreement, either party not in default may terminate this Agreement by written notice to the other and demand the return of its money, papers, or documents. In the event the parties give the Escrow Agent conflicting instructions, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed by mutual agreement of the parties or upon failure thereof, by a court of competent jurisdiction.

All communications from the Escrow Agent to the **Agency** or the **Redeveloper** shall be directed to the addresses and in the manner established in Section 105 and 601 of this Agreement for notices, demands, and communications between the **Agency** and the **Redeveloper**. Nothing in this Section 202 shall be construed to impair or affect the rights or obligations of the **Agency** or the **Redeveloper** to specific performance.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 202 to 208, both inclusive, of this Agreement.

The **Agency** represents that it has not engaged any broker, agent, or finder in connection with this transaction. The Redeveloper represents that it has not engaged any broker, agent or finder except for CB Richard Ellis, which will be paid by Redeveloper.

C. [§203] Conveyance of Title and Delivery of Possession; Extensions by Redeveloper

Conveyance to the **Redeveloper** of title to the Site (in accordance with the provisions of Section 205 of this Agreement) shall be completed on or prior to the dates specified in the Schedule of Performance.

Redeveloper may extend the time period for Closing in the Schedule of Performance (which is the date that is 3 years after the date of this Agreement) for three (3) calendar months up to

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six (6) times (i.e., for a maximum of 18 months in total) provided that for each such three (3) month extension, Developer: (i) gives written notice to Agency at least thirty (30) days prior to the then-current deadline for Closing, and (ii) concurrently delivers directly to Agency the sum of \$50,000 in immediately available funds (i.e., cash by wire transfer, cashier's check, or certified check) each of which shall be credited against the Disposition Price if the closing of the sale of the Site by Agency to Redeveloper occurs, but shall otherwise be a nonrefundable extension fee.

Possession shall be delivered to the **Redeveloper** concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in Section 213 of this Agreement.

D. [§204] Form of Deed

The **Agency** shall convey to the **Redeveloper** title to the Site in the condition provided in Section 205 of this Agreement by Grant Deed in the form attached hereto as Exhibit E (subject to the other terms and conditions of this Agreement).

E. [§205] Condition of Title

Redeveloper will carry out the development of the Site in compliance with specific provisions of this Disposition and Development Agreement (the "DDA") and the Schedule of Performance and time is of the essence of each and every provision thereof. Default by Developer will result in the automatic reversion of title to the **Agency**, in the manner and subject to the requirements of Section 513 hereof, a right which the **Agency** may freely pursue in a court of law. **Agency's** failure to enforce this provision at any given time or from time to time shall not be construed as a waiver of its rights hereunder. The Site shall also be subject to easements currently on record.

Furthermore, title to the Site shall except and reserve all oil, gas, hydrocarbon substances and minerals of every kind and character, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration of and production of oil, gas, hydrocarbon substances or minerals from said Site or other lands, but without however, any rights to use either the surface of the Site or any portion thereof within 500 feet of the surface for any purpose or purposes whatsoever, to the extent reserved by the parties named in deeds, leases and other documents of record.

The **Agency** shall use good faith efforts to cause a title company mutually agreeable to both parties (the "Title Company") to deliver to **Redeveloper** a preliminary title report (the "Title Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Title Report, within thirty (30) days after the date of this Agreement. The **Redeveloper** shall have the right to reasonably approve or disapprove the Exceptions. **Redeveloper** shall have thirty (30) days after the Title Report is delivered to Developer to give written notice to **Agency** and Escrow Agent of **Redeveloper's** approval or disapproval of any of such Exceptions set forth in the Report. **Redeveloper's** failure to give written disapproval of the Title Report within such time limit shall be deemed approval of the Title Report. If **Redeveloper**

notifies **Agency** of its disapproval of any Exceptions in the Title Report, **Agency** shall have the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) days after receiving written notice of **Redeveloper**'s disapproval or provide assurances satisfactory to **Redeveloper** that such Exception(s) will be removed on or before the Closing. If **Agency** cannot or does not elect to either remove any of the disapproved Exceptions within that period or give such assurances, **Redeveloper** shall have fifteen (15) days after the expiration of such thirty (30) day period to either give the **Agency** written notice that **Redeveloper** elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the **Agency** written notice that the **Redeveloper** elects to terminate this Agreement, and failure to give notice shall constitute Redeveloper's election to take title subject to the disapproved exceptions. The **Redeveloper** shall have the right to approve or disapprove any further Exceptions reported by the Title Company after the **Redeveloper** has approved the condition of title for the Site (which are not created by **Redeveloper**). The **Agency** shall not create any new exceptions to title following the date of this Agreement without the approval of the **Redeveloper**.

[§206] Time for and Place of Delivery of Deed

Subject to any mutually agreed upon extension of time, the **Agency** shall deposit the quitclaim deed for the Site with the Escrow Agent on or before the date established for the conveyance of the Site in the Schedule of Performance, as may be extended under Section 203.

F. [§207] Payment of the Disposition Price and Recordation of Deed

The **Redeveloper** shall deposit the Disposition Price for the Site with the Escrow Agent at least one (1) business day prior to the date for conveyance, provided that the Escrow Agent shall have notified the **Redeveloper** in writing that the deed, properly executed and acknowledged by the **Redeveloper**, has been delivered to the Escrow Agent and that title is in condition to be conveyed in conformity with the provisions of Section 205 of this Agreement or will be in such condition as of the closing. Upon the close of escrow, the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder for Los Angeles County, shall deliver the Disposition Price to the **Agency** and shall deliver to the **Redeveloper** a title insurance policy insuring title in conformity with Section 208 of this Agreement.

The Conveyance of the Site is conditioned upon the satisfaction (or written waiver by the benefited Party or Parties in its or their sole and absolute discretion) of the following terms and conditions within the times (if any) designated below:

[§207.1] Agency's Conditions of Closing

The **Agency**'s obligation to proceed with the Closing of the Conveyance of the Site is subject to the fulfillment (or waiver by **Agency**) of each and all of the conditions precedent (a) through (g), inclusive, described below (the "**Agency's Conditions Precedent**"), which are solely for the benefit of the **Agency** (provided, however, that if the reason for the failure of any of the following conditions is due to an **Agency Default**, such failure shall not be deemed to constitute the failure of the **Agency's Conditions Precedent**):

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a. **No Default.** At the Closing, the Redeveloper shall not be in default in any of its obligations set forth in this Agreement and all representations and warranties of Redeveloper contained herein shall be true and correct in all material respects.

b. **Execution of Documents.** The Redeveloper shall have executed and acknowledged any documents required to be executed by the Redeveloper hereunder, and delivered such documents into Escrow.

c. **Payment of Funds.** Prior to the Close of Escrow, the Redeveloper shall have paid the Disposition Price and any other cost that is the Redeveloper's responsibility.

d. **Insurance.** The Redeveloper shall have provided to Agency proof of insurance as required by Section 308 hereof.

e. **Financing.** The Agency shall have received copies of all financing documents and approved the financing for the development of the Site as provided in Section 214 hereof, and the approved financing shall be available to the Redeveloper, and to the extent said financing consists of a third party loan or loans, said loan or loans have closed and funded or shall be ready to close and fund upon the Closing.

f. **Land Use Approvals.** The Redeveloper shall have received all land use approvals and other entitlements that are required for development of the Improvements on the Site.

g. **Plans and Permits.** The Redeveloper shall have subdivided the Site, and shall have obtained City and Agency approval of its final grading and building plans for the Improvements, and grading permits and building permits for at least the first building of the Improvements have been issued or shall be ready to be issued (upon payment of necessary fees, posting of required security, and similar items).

h. **Budget; Feasibility.** Agency shall have received reasonable evidence of and approved Developer's equity and a complete budget for the Project, and shall have determined that such equity will be invested as of the closing date or held by the lender, and will be sufficient together with the financing to complete the Project.

i. **GMAX Contract and Bonds.** Agency shall have received and approved copies of the executed guaranteed maximum price construction contract for the Project and payment and performance bonds for the contractor.

j. **Environmental.** Agency shall have received an environmental remediation work plan approved by the Lead Oversight Agency (as defined in Section 212).

k. **Purchase Price.** The Disposition Price shall have been determined as set forth in Section 201.

l. **Time for Remediation.** The time period after Closing for completion of remediation shall have been determined as set forth in Section 307.

If any such condition is not satisfied by the closing deadline, the Agency may terminate this Agreement by written notice to Redeveloper.

[§207.2] Redeveloper's Conditions of Closing.

Redeveloper's obligation to proceed with the purchase of the Site is subject to the fulfillment or waiver by Redeveloper of each and all of the conditions precedent (a) through (i), inclusive, described below (the "Redeveloper's Conditions Precedent"), which are solely for the benefit of Redeveloper, (provided, however, that if the reason for the failure of any of the following conditions is due to a Redeveloper Default, such failure shall not be deemed to constitute the failure of the Redeveloper's Conditions Precedent):

a. **No Default.** At the Closing, the Agency shall not be in default in any of its obligations set forth in this Agreement and all representations and warranties of Agency contained herein shall be true and correct in all material respects.

b. **Execution of Documents.** The Agency shall have executed the Grant Deed and any other documents required to be executed by the Agency hereunder, and delivered such documents into Escrow.

c. **Financing.** The financing which is required for the acquisition of the Site and construction of the Improvements shall be available to the Redeveloper, and to the extent said financing consists of a third party loan or loans, said loan or loans shall have closed and funded or shall be ready to close and fund upon the Closing.

d. **Condition of Site.** The Redeveloper shall have approved (or deemed to have approved) the condition of the Site pursuant to Section 212 hereof.

e. **Review of Title.** The Redeveloper shall have approved the title to the Site pursuant to Section 205 hereof.

f. **Title Policy.** The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide to the Redeveloper the Title Policy for the Site upon the Close of Escrow, in accordance with Section 208 hereof.

If any of such conditions are not satisfied by the closing deadline, the Developer may terminate this Agreement.

[§207.3] "As-Is" Condition of Site.

Except as otherwise expressly provided in this Agreement, including but not limited to those obligations of Agency set forth in Sections 212, the **Redeveloper** expressly understands and agrees that the **Redeveloper** shall purchase the Site from the **Agency** on an "AS – IS" condition upon the closing, without representation or warranty, express or implied.

[§207.4] Communication with Governmental Agencies.

The **Agency** hereby (a) authorizes **Redeveloper** and an environmental consultant chosen solely by **Redeveloper** ("Redeveloper's Environmental Consultant") to communicate with any governmental agency with jurisdiction over the Site for the purpose of obtaining the Lead Agency Approvals, as defined in Section 212(1); (b) agrees to sign any reasonable application reasonably necessary for obtaining the Lead Agency Approvals; and (c) consents to the prosecution of the remaining Remedial Work under **Agency's** name and using the existing open files with the Lead Oversight Agency, as defined in Section 212, and/or any other governmental agency with jurisdiction over the Site. **Redeveloper** shall provide to **Agency** copies of all written submittals, reports, or other documents (including any e-mail communications) made by Redeveloper's Environmental Consultant to the Lead Agency.

G. [§208] Title Insurance

Concurrently with recordation of the Grant Deed, Land America Commercial Services ("Escrow Co.") shall provide and deliver to the **Redeveloper** a title insurance policy issued by the Escrow Co. insuring that the title is vested in the **Redeveloper** in the condition required by Section 205 of this Agreement. The Escrow Co. shall provide the **Agency** with a copy of the title insurance policy and the title insurance policy shall be in the amount of the Disposition Price of the Site.

The **Agency** shall pay only for that portion of the title insurance premium attributable to a C.L.T.A. standard form policy of title insurance in the amount of the Disposition Price of the Site. The **Redeveloper** shall pay for all other premiums for title insurance coverage or special endorsements.

H. [§209] Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Site and taxes upon this Agreement or any rights thereunder, levied, assessed, or imposed for any period commencing prior to conveyance of title shall be borne by the **Agency**. All ad valorem taxes and assessments levied or imposed for any period commencing after closing of the escrow shall be paid by the **Redeveloper**.

I. [§210] Conveyance Free of Possession

Except as otherwise provided in this Agreement and the "Scope of Development", incorporated herein and attached hereto as Exhibit C, and except for the title exceptions approved or deemed approved by Developer hereunder, the Site shall be conveyed free of any possession or right of possession by any person except **Redeveloper** and the easements of record.

J. [§211] Zoning of the Site

The **Redeveloper** at its sole cost and expense shall cause zoning of the Site at the time of conveyance to be such as to permit development and construction of improvements in accordance with the provisions of the Agreement and the use, operation and maintenance of such improvements. The foregoing shall also be a condition of closing for the benefit of both Agency and Developer.

K. [§212] Condition of the Site

1. Disclosure of Investigations. **Agency** and **Redeveloper** acknowledge that the Site has been the subject of numerous investigation and remedial actions by several geotechnical and environmental consultants since the early 1980's. The results of these investigation are on file at the Agency and copies have been made available to Redeveloper. Based upon the results of Solid Waste Assessment Test ("SWAT") monitoring and SWAT reports prepared by the Mark Group, Inc. (dated August 23, 1995 and April 11, 1996), the California Regional Water Quality Control Board issued a letter dated May 21, 1996 approving the SWAT report and stated that based upon the additional SWAT monitoring data, the "subject site does not appear to be leaking hazardous waste as defined in Section 13273(b) of the California Water Code." In addition, the Agency has on file and made available to Redeveloper the Mark Group, Inc.'s December 1997 "Initial Study for the Proposed Alondra Community Park" and all documents referenced by that 1997 "Initial Study."

2. Future Remediation Activity. The Parties intend to obtain an interim immunity letter as defined in Health and Safety Code Section 33459(b) (the "Interim Immunity Letter") from the California Regional Water Quality Control Board, Los Angeles Region (the "Lead Oversight Agency") and then complete further investigations and remediation of any Environmental Contamination at the Site necessary for its intended residential use (collectively, the "Remedial Work") and obtaining a final immunity and no further action letter (the "Final Immunity Letter"). The Remedial Work will be implemented and completed by **Redeveloper** at its sole cost and expense, and consistent with the Schedule required pursuant to Section 307. The Parties agree that the prompt and thorough completion of the Remedial Work is in the best interests of the **Agency**, the City of Compton and the health, safety and welfare of the residents and taxpayers both of the area covered by the Redevelopment Plan and of the City, and is in accord with the public purposes and provisions of applicable state and local laws. The Redevelopment Plan contemplates the elimination of blight in the form of environmental contamination. In furtherance of that goal, the **Agency** desires to see the Remedial Work completed under the Polanco Redevelopment Act, Health and Safety Code Section 33459 et seq., ("Polanco") to effectuate reuse of the Site in accordance with the Redevelopment Plan as well as to provide the **Agency**, **Redeveloper** and any subsequent purchasers of all or a portion of the Site with immunity pursuant to Health and Safety Code section 33459.3. **Agency's** disposition of the **Agency** Parcels and **Redeveloper's** construction of the improvements pursuant to the terms of this Agreement are in the vital and best interest of **Agency**, the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements under which the redevelopment has been undertaken under the Redevelopment Plan. Remedial Work shall be governed by this Section 212.

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3. The Parties recognize that redevelopment of the Site is dependent upon many factors, one of which is receipt of the immunities upon completion of the Remedial Work as provided under Polanco Redevelopment Act, Health and Safety Code Section 33359 et seq., (“Polanco”) to effectuate reuse of the Site in accordance with the Redevelopment Plan as well as to provide the **Agency**, **Redeveloper** and any subsequent purchasers of all or a portion of the Site with immunity pursuant to Health and Safety Code section 33459.3. To that end, Agency hereby agrees that Agency has and will continue to exercise good faith efforts to fulfill the obligations and duties contemplated by Polanco, including without limitation, providing assistance to the Redeveloper in interactions with the Lead Oversight Agency, and promptly requesting and reasonably working to assist Redeveloper in obtaining the Lead Agency Approvals.

4. The Agency will promptly forward to Redeveloper any correspondence or approvals from any governmental agency regarding the Site or the Remedial Work that Agency may receive, including but not limited to the Lead Agency Approvals. **Redeveloper** will immediately forward to Agency any correspondence or approvals from any governmental agency regarding the Site or the Remedial Work that **Redeveloper** may receive, including but not limited to the Lead Agency Approvals.

L. [§213] Site Investigation by the Redeveloper

Prior to Closing, representatives of the **Redeveloper** shall, subject to the terms and conditions set forth in Exhibit “G”, Right of Entry Agreement, and execution of the same, have the right of access to the Site at all reasonable times for the purpose of obtaining data, and making surveys and tests necessary to carry out this Agreement and (subject to applicable permits and law). Redeveloper hereby agrees to defend, indemnify and hold the Agency and its officers, officials, members, employees, agents and representatives, harmless from and against any and all loss, damage, injury, liability, claim, cost or expense (including, without limitation, reasonable attorneys’ fees, expert witness fees, court costs, and expenses) arising from or attributable to the activities of Redeveloper or any of its employees, agents, consultants or contractors upon the Property pursuant to this Section 213. All use of and entry upon the Property shall be at the sole cost, risk and expense of the Redeveloper.

All investigative studies and remedial work plans shall expressly state that they may be relied upon by and assigned to the Agency.

In the event that the Closing does not occur or this Agreement is terminated for any reason other than an uncured default by Agency under this Agreement, then subject to any assignability provisions as called for by consultants, employees, or sub-contractors, the Agency shall own any and all investigative studies and remedial work plans. Redeveloper hereby assigns all such studies and plans to Agency conditioned upon the failure of escrow to close or the termination of this Agreement for any reason other than an uncured default under this Agreement by the Agency.

M. [§214] Submission of Evidence of Development Financing

Financing shall be subject to the approval of the **Agency**, which approval will not be unreasonably withheld. In the event the Agency denies such financing or any subsequent or replacement financing, developer shall be granted 120 days to submit new financing/or alternate financing for the approval required and the deadlines for development of the property and/or the closing shall be extended accordingly without any extension fees.

N. [§215] Representations and Warranties

[§215.1] Agency Representations

Agency represents and warrants to Redeveloper as follows:

1. **Authority.** Agency is a public body, corporate and politic, existing pursuant to the California Community Redevelopment Law (California Health and Safety Code Section 33000), which has been authorized to transact business pursuant to action of the City.

2. **FIRPTA.** Agency is not a “foreign person” within the parameters of the Foreign Investment in Real Property Transfer Act (“FIRPTA”) or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that Agency has complied and will comply with all the requirements under FIRPTA or any similar state statute.

3. **No Conflict.** To the Actual Knowledge of the Agency, Agency’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

4. **Litigation.** To the Actual Knowledge of the Agency, there are no claims, causes of action or other litigation or proceedings pending or threatened with respect to the ownership, operation or environmental condition of the Site or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining landowners or suppliers of goods and services).

5. **Violation.** To the Actual Knowledge of the Agency, there are no violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with respect to the Site, which have not heretofore been entirely corrected (except as generally disclosed pursuant to Section 212 hereof). In the event Agency has Actual Knowledge of any such violations, Agency shall immediately provide Redeveloper with copies of all documents evidencing such violation.

6. **No Agency Bankruptcy.** Agency is not the subject of a bankruptcy proceeding.

For purposes of this Section 215.1, the “Actual Knowledge of the Agency” means the current, actual knowledge of staff who are the Agency’s employees who have participated in the negotiation of this Agreement, and their knowledge of materials in the Agency’s files, but does not require the Agency to conduct any further investigations or tests. Until the Closing, Agency shall, upon the change of any fact or condition to the Actual Knowledge of the Agency which would cause any of the warranties and representations in this Section 215.1 not to be true as of Closing, immediately give written notice of such changed fact or condition to Redeveloper. Such exception(s) to a

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representation shall not be deemed a breach by Agency hereunder, but shall constitute an exception which Redeveloper shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Site. If Redeveloper elects to close Escrow following disclosure of such information, Agency's representations and warranties contained herein shall be deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, Redeveloper elects to not close Escrow, then this Agreement and the Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 215.1 shall survive the Closing.

[§215.2] Redeveloper's Representations

Redeveloper represents and warrants to Agency as follows:

1. **Authority.** Redeveloper is a corporation formed in and in good standing and is qualified to do business within the State of California. Redeveloper has full right, power and lawful authority to purchase and accept the conveyance of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Redeveloper has been fully authorized by all requisite actions on the part of the Redeveloper.

2. **No Conflict.** To the best of Redeveloper's knowledge, Redeveloper's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Redeveloper is a party or by which it is bound.

3. **No Redeveloper Bankruptcy.** Redeveloper is not the subject of a bankruptcy proceeding.

Until the Closing, Redeveloper shall, upon the change of any fact or condition which would cause any of the warranties and representations in this Section 215.2 not to be true as of Closing, immediately give written notice of such changed fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Redeveloper hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Site. If Agency elects to close Escrow following disclosure of such information, Redeveloper's representations and warranties contained herein shall be deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, Agency elects to not close Escrow, then this Agreement and the Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 215.2 shall survive the Closing.

O. [§216] Arbitration

If Agency disapproves Redeveloper's remediation cost estimate or remediation time period, either Agency or Redeveloper elect to submit the dispute to binding arbitration by giving written notice to the other. Within thirty (30) days after an arbitration notice is given, the parties hereto shall

promptly designate an arbitrator for such dispute. The arbitrator shall be independent of the parties hereto (and their respective affiliates) and shall hold no financial interest in, or have any material financial or personal relationship with, any of the parties hereto (or their respective affiliates), and shall not have been employed or engaged, or be under consideration for engagement, either as an employee or a consultant, by any of the parties hereto (or their respective affiliates). If at any time the parties hereto are unable to agree upon the designation of an Arbitrator, then upon application of either party, such designation shall be made by the office of the American Arbitration Association (“AAA”) conducting business in Los Angeles County, California. The parties hereto agree and desire that the individual to be designated as such Arbitrator shall have at least ten (10) years experience in environmental remediation matters. The Arbitrator shall reside or have an office within Los Angeles or Orange County, and the parties shall use reasonable efforts to select a qualified Arbitrator that lives or has an office in Los Angeles County or Orange County, California. In the event there are two or more potential arbitrators for a given dispute that have all of the qualifications required by this Section, and one of the potential arbitrators is a retired judge, the parties shall use reasonable efforts to select such retired judge as the Arbitrator.

The Arbitrator shall conduct the Arbitration at a time and a location in Los Angeles County, California selected by the Arbitrator. The Arbitrator shall give the parties hereto reasonable notice of the Arbitration, and shall make reasonable efforts to accommodate the schedules of such parties in a manner that does not delay the resolution of the Arbitration issue(s) to be decided by the Arbitrator prior to the Closing Date. The Arbitrator shall conduct the Arbitration in such manner as the Arbitrator deems appropriate, consistent with the provisions of this Section and, to the extent not inconsistent with the provisions of this Section, pursuant to the Construction Industry Arbitration Rules of the AAA. The law of the State of California shall apply to such Arbitration. The parties hereto intend that the Arbitrator have the sole and exclusive authority and power to resolve Disputes. The Arbitrator shall not, however, have the power to alter or waive any provision of this Agreement.

There shall be no discovery permitted with respect to any Arbitration other than that required or authorized by the Arbitrator, and each of the parties hereto shall present its position with respect to the issue(s) to be determined by such Arbitration by an oral presentation to the Arbitrator. Each of the parties hereto shall be given the opportunity to hear and orally respond to the presentations by the other parties to the Arbitrator, and to present documents to the Arbitrator in support of such party's position. The Arbitrator shall have the right to limit the documents presented to the Arbitrator in order to assure a resolution of the issues(s) to be determined by the Arbitrator prior to the Closing Date. Each of the parties hereto may be represented by counsel at such Arbitration, and there may be examination and/or cross-examination of witnesses if and to the extent permitted by the Arbitrator.

The parties hereto shall cooperate reasonably and in good faith to permit a conclusion of the Arbitration prior to the Closing Date; however, if despite such cooperation the Arbitration has not concluded by the scheduled Closing Date, then provided Developer continues to cooperate reasonably and in good faith to conclude the Arbitration as soon as possible, the Closing Date shall be extended to the date that is one hundred and twenty (120) days after the conclusion of the Arbitration. In the event arbitration is elected as per this section, all time lines, including escrow closing dates, shall be extended by the amount of time taken to complete arbitration. Said extensions of time shall not require any extension fees

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The written award by the Arbitrator shall be the binding, final determination on the merits of the Dispute, and shall preclude any subsequent litigation on such merits, other than any claim that the Arbitrator altered or waived any provision of this Agreement or applicable law. The parties hereto agree that any disputes that arise out of such a written award, other than any claim that the Arbitrator altered or waived any provision of this Agreement or applicable law, shall be resolved exclusively by Arbitration pursuant to this Section, provided that any party hereto may institute legal proceedings in a court of competent jurisdiction to enforce judgment upon an Arbitration award in accordance with applicable law. The prevailing party in any such Arbitration shall be entitled to, and the award in such Arbitration shall provide for, reimbursement for any costs of such proceeding, reasonable attorneys' fees, reasonable costs of investigation and any other expenses incurred in connection with such arbitration in the event the arbitrator determines that the non-prevailing party's allegations, claims or positions in such arbitration were unreasonable. If the Arbitrator does not make such a determination, the arbitrator's costs and expenses shall be paid (or reimbursed) fifty percent (50%) by the **Redeveloper** and fifty percent (50%) by the **Agency**.

In the event of any dispute between the parties hereto relating to the interpretation of an award by an Arbitrator, any party shall have the right to require (by written demand with a copy to the other party) that the Arbitrator issue a binding written clarification of such award. All parties shall have all rights and remedies as afforded by law in connection with any other disputes other than those specified in the first sentence of the preceding section or cross-referenced in Section 503.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION" PROVISION DECIDED BY ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING NOTICE AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION" PROVISION TO ARBITRATION.

Agency: _____

Redeveloper: _____

III. [§300] DEVELOPMENT OF THE SITE**A. [§301] Development of the Site by the Redeveloper****1. [§302] Scope of Development**

The Redeveloper, subject to the provisions of the State approved and certified Remedial Action Plan, shall construct on the Site the required single family residential homes as provided in the Scope of Development in accordance with the Remedial Action Plan.

All plans for the development of the Site shall be reviewed and approved by the **Agency** prior to development of the Site in accordance with Section 305 hereof. Any development of the Site shall conform to plans and drawings approved by the **Agency**.

The **Redeveloper** shall at the **Redeveloper's** expense, construct and provide all necessary off-site/off-tract improvements as established in the plans in accordance with the applicable provisions of the Zoning and Building Code of the City and the requirements of the Compton Public Works Department and all other regulatory agencies having jurisdiction over development of the Site. Said off-site/off-tract improvements shall include sidewalks, curbs, gutters and parkways. The **Agency** shall not be responsible for the renewal, restoration or repair of any pending, unfinished or completed off-site/off-tract improvements, which must be or are removed or otherwise damaged by the **Redeveloper**. The **Redeveloper** shall bear all expenses for restoring or repairing any such improvements. Once said improvements are constructed or completed, any changes required by the **Redeveloper** shall be at the expense of the **Redeveloper**. The **Redeveloper** shall provide the **Agency** with working drawings for the construction of any such improvements.

2. [§303] Basic Concept Drawings

The **Redeveloper** has submitted to the **Agency**, and the **Agency** has approved, Basic Concept Drawings and related documents containing the overall plan for development of the Site. The **Agency** shall cooperate in good faith with the **Redeveloper** in revising the Basic Concept Drawings and related documents as may be required by the environmental remediation workplan approved by the Lead Oversight Agency, and all such revisions shall be subject to the reasonable approval of the **Agency**.

The Site shall be developed as generally established in the Basic Concept Drawings approved in writing by the Agency and related documents except as changes may be mutually agreed upon between the **Redeveloper** and the **Agency**. The Basic Concept Drawings and related documents and any changes shall be within the limitation of the Scope of Development.

3. [§304] Construction Plans, Drawings, Landscaping and Grading Plans, and Related Documents

The **Redeveloper** shall prepare and submit construction plans, drawings, landscaping and grading plans, and related documents to the **Agency** for architectural review and

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written approval as and at the times established in the Schedule of Performance. The construction drawings, landscaping and grading plans, and related documents shall be submitted in two stages: preliminary and final working drawings. Final drawings and plans are hereby defined as those in sufficient detail to obtain a building permit. Approval of progressively more detailed drawings and specifications will be promptly granted by the **Agency** if they are not in conflict with drawings or specifications theretofore approved by the Agency. Any items so submitted and approved in writing by the **Agency** shall not be subject to subsequent disapproval by the Agency.

The **Redeveloper** shall also prepare and submit to the **Agency** for its approval preliminary and final landscaping and finish grading plans for the Site. Such preliminary and final plans shall be prepared and submitted within the times established in the Schedule of Performance subject to extensions as are authorized herein or as mutually agreed to by the parties hereto.

During the preparation of all drawings and plans, the **Agency** and the **Redeveloper** shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by the **Agency**. The **Agency** and the **Redeveloper** shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to the **Agency** can receive prompt and speedy consideration.

If any revisions or corrections of plans approved by the **Agency** shall be required by any government agency, department or bureau having jurisdiction, or any lending institution involved in financing, the **Redeveloper** and the **Agency** shall discuss acceptable alternatives and shall cooperate in efforts to obtain waiver of such requirements or develop a mutually acceptable alternative, but the Agency shall not be obligated to make any changes that materially and adversely affect the rights, interests or obligations of the Agency under this Agreement.

4. [§305] Agency Approval of Construction Plans, Drawings, Landscaping and Grading Plans and Related Documents

Subject to the terms of this Agreement, the **Agency** shall have the right of reasonable architectural review of all plans and drawings, including any changes therein. The **Agency** agrees that the **Redeveloper** need submit plans and submissions for architectural review only to the **Agency**, and the **Agency** shall obtain any architectural review required by any agency, department, board or commission of the **City** within the times required hereunder for review of such plans and submissions and changes therein, by the **Agency**; provided, however, that nothing herein shall relieve **Redeveloper** of any obligation to submit plans and submissions for building permits to **City** departments or other agencies and obtain their approvals.

The **Agency** shall use good faith efforts to approve or disapprove the plans, drawings and related documents referred to in Section 304 of this Agreement within the times established in the Schedule of Performance, but failure to respond shall constitute disapproval. The reasons for any disapproval shall be stated in writing. The **Redeveloper** upon receipt of a disapproval based upon powers reserved by the **Agency** hereunder, shall revise such plans, drawings

and related documents and resubmit them to the **Agency** within ninety (90) days after receipt of the notice of disapproval.

If the **Redeveloper** desires to make any substantial change in the construction plans after their approval by the **Agency**, the **Redeveloper** shall submit the proposed change to the **Agency** for its approval. If the construction plans, as modified by the proposed change, conform to the requirements of Section 304 of this Agreement and the Scope of Development, the **Agency** shall approve the proposed change and shall use good faith efforts to notify the **Redeveloper** of such in writing within ninety (90) days after submission to the **Agency** but failure to respond shall constitute disapproval. All approvals of the Agency under this Section 305 may be made by the Agency Executive Secretary, but must be in writing. In the event the Agency does not give approval for Sections 301, 303, 304, and 305 within 30 days, all time lines, including escrow closing dates, shall be extended by the amount of time taken to obtain the approval from the Agency in excess of 30 days. Said extensions of time shall not require any extension fees

5. [§306] Cost of Construction

The cost of developing the Site and constructing all improvements thereon shall be borne by the **Redeveloper**.

6. [§307] Schedule of Performance

Redeveloper shall comply with the Schedule of Performance attached hereto as Exhibit "C".

If Agency disapproves **Redeveloper's** estimated remediation time period submitted to Agency pursuant to the Schedule of Performance, then **Agency** or **Redeveloper** may submit the matter to binding arbitration under Section 216 above.

After the conveyance of title to the Site, the **Redeveloper** shall promptly begin and thereafter diligently prosecute to completion the remediation work and then construction of the improvements and the development of the Site. The **Redeveloper** shall begin and complete all construction and development within the times specified in the Schedule of Performance or such reasonable extension of said dates as may be granted by the **Agency** Executive Secretary in its sole and absolute discretion. The Schedule of Performance is subject to revision from time-to-time as mutually agreed upon in writing between the **Redeveloper** and the **Agency**.

During the period of remediation and construction, but not more frequently than once every three months, the **Redeveloper** shall submit to the **Agency** a written report of the progress of the remediation and construction when and as requested by the **Agency**. The report shall be in such form and detail as may reasonably be required by the **Agency** and shall include a reasonable number of construction photographs taken since the last report by **Redeveloper**.

7. [§308] Bodily Injury, Property Damage and Workers' Compensation Insurance

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The **Redeveloper** shall furnish the **Agency** duplicate originals or endorsements of general liability insurance, which shall include bodily injury and property, in the amount of not less than \$2,000,000 naming the **Agency** and the **City** as additional insureds on a primary and noncontributing basis. The **Redeveloper** shall also furnish or cause to be furnished to the **Agency** evidence satisfactory to the **Agency** that any contractor with whom the **Redeveloper** has contracted for the performance of work on the Site carries such insurance (or is covered by such insurance) worker's compensation insurance as required by law. The obligation set forth in this Section shall remain in effect only until a final Certificate of Completion has been furnished for the Site as hereinafter provided in Section 323 hereof. **Redeveloper**, for itself and on behalf of its insurers, hereby waives and releases, to the extent permitted by law, all claims it may now or hereafter have against **Agency**, and all rights to subrogation, based on matters or occurrences that are covered in whole or in part by the insurance required hereunder or actually carried by **Redeveloper** or which otherwise covers acts or omissions or liability of **Redeveloper**.

8. **[§309] City and Other Governmental Agency Permits**

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site (but not necessarily before the conveyance of title unless such construction, development or work is to be commenced before the conveyance of title), the **Redeveloper** shall at its own expense secure or cause to be secured any and all permits which may be required by the **City** or any other governmental agency affected by such construction, development or work.

9. **[§310] Rights of Access**

For the purposes of assuring compliance with this Agreement, representatives of the **Agency** and the **City** shall have the reasonable right of access to the Site without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to the inspection of the work being performed in constructing the improvements. Such representatives of the **Agency** or the **City** shall be those who are so identified in writing by the Executive Secretary of the **Agency**.

10. **[§311] Local, State and Federal Laws**

The **Redeveloper** shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards. **Redeveloper** shall defend, indemnify and hold the **Agency** and the **City** harmless from and against any and all claims, liabilities, causes of action, losses, damages, costs and expenses relating directly or indirectly to, or arising directly or indirectly from, any violation or claimed violation of applicable laws by **Redeveloper**, including, without limitation, violations of: (i) applicable local and state labor standards; and (ii) any failure to pay prevailing wages as described in California Labor Code Sections 1720 et seq that are required to be paid under applicable laws.

11. **[§312] Antidiscrimination During Construction**

The **Redeveloper**, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, the **Redeveloper** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

B. [§313] Responsibilities of the Agency

The **Agency**, without expense to the **Redeveloper** or assessment or claim against the Site, shall perform all obligations specified in the Scope of Development that the **Agency** is required to perform within the times specified in the Schedule of Performance, subject to deemed disapproval concepts in this Agreement.

C. [§314] Taxes, Assessments, Encumbrances and Liens

The **Redeveloper** shall pay when due all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title of the Site. The **Redeveloper** shall not place or allow to be placed on the Site any mortgage, trust deed, encumbrance or lien not approved by Agency. The **Redeveloper** shall remove or have removed any levy or attachment made on the Site, or assures the satisfaction thereof, within 30 days but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit the **Redeveloper** from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the **Redeveloper** in respect thereto.

The **Redeveloper** understands that under certain conditions his control of the Site, or any portion thereof, under this Agreement may give rise to the imposition of a possessory interest tax on said property, and in such event, **Redeveloper** agrees to pay when due any such possessory interest tax.

D. [§315] Prohibition Against Transfer of Site, the Buildings or Structures and Assignment of Agreement

Prior to the recordation by the **Agency** of the Certificate of Completion pursuant to Section 323 hereof, the **Redeveloper** shall not, except as expressly permitted by Section 107 of this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or structures thereon without the prior approval of the **Agency**. This prohibition shall not apply subsequent to the recordation of the Certificate of Completion with respect to the improvements upon the Site. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site.

In the absence of specific written agreement by the **Agency**, no such transfer, assignment or approval by the **Agency** shall be deemed to relieve the **Redeveloper** or any other party from any obligations under this Agreement until completion of development as evidenced by recordation by a Certificate of Completion.

E. **[§316] Security Financing; Right of Holder**

1. **[§317] No Encumbrances Except Mortgages, Deeds of Trust, Sales and Leases-back or Other Financing for Development**

Notwithstanding Section 314 and 315, any reasonable method of financing reasonably approved by Agency is permitted before issuance of a Certificate of Completion for the Site, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Site, the construction of improvements on the Site and any other expenditures necessary and appropriate to develop the Site under this Agreement. The **Redeveloper** shall notify the **Agency** in advance of any financing if the **Redeveloper** proposes to enter into the same before issuance of a Certificate of Completion for the Site. The **Redeveloper** shall not enter into any financing without the prior written approval of the **Agency**, which approval shall not be unreasonably held. Such lender shall be deemed disapproved unless approved in writing by the **Agency** within ten (10) days after notice thereof to the **Agency** by the **Redeveloper**. In any event, the **Redeveloper** shall promptly notify the **Agency** of any financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the Site whether by voluntary act of the **Redeveloper** or otherwise.

2. **[§318] Holder Not Obligated to Construct Improvements**

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the deed for the Site be construed so as to obligate such holder. However, nothing in this Agreement shall be deemed to construe, permit, or authorize any such holder to devote the Site to other than those uses or improvements provided for or authorized by this Agreement.

3. **[§319] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure**

Whenever the **Agency** shall deliver any notice or demand to the **Redeveloper** with respect to any breach or default by the **Redeveloper** in completion of construction of improvements, the **Agency** shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement whose name and address shall have been delivered by Developer to Agency in writing with a reference to this Section 319 a copy of such notice or demand. Each such holder shall (insofar as the rights of the **Agency** are concerned) have the right at its option within ninety (90) days after receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the **Redeveloper's** obligations to the **Agency** with respect to the Site to which such obligations pertain. The holder in that event must agree to

complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the **Agency** that it has the qualifications and financial responsibility necessary to perform such improvements; and shall be entitled, upon written request made to the **Agency**, to a Certificate of Completion from the **Agency**.

4. [§320] Failure of Holder to Complete Improvements

In any case where, twelve (12) months after default by the **Redeveloper** in the completion of the construction of improvements under this Agreement, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Site has not exercised the option to construct, or if it exercised the option and has not proceeded diligently with construction, the **Agency** may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. If the ownership of the Site has vested in the holder, the **Agency**, if it so desires, shall be entitled to a conveyance from the holder to the **Agency** upon payment to the holder of an amount equal to the sum of the following:

- a. The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceeding);
- b. All expenses with respect to foreclosure proceedings;
- c. The reasonable net expenses, if any (inclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Site;
- d. The costs of any improvements made by such holder in compliance with this Agreement; and
- e. An amount equivalent to the non-default rate interest that would have accrued on the aggregate of such amounts had all become part of the mortgages or deed of trust debt and such debt had continued in existence to the date of payment by the **Agency**.

5. [§321] Right of Agency to Cure Mortgage, Deed of Trust or Other Security Interest Default

In the event of a default or breach by the **Redeveloper** of a mortgage, deed of trust or other security instrument with respect to the Site, prior to the completion of the development and the holder has not exercised its option to complete the development or has not assumed the

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obligations of Redeveloper, the **Agency** may cure the default, prior to completion of any foreclosure. In such event the **Agency** shall be entitled to reimbursement from the **Redeveloper** of all costs and expenses incurred by the **Agency** incurring the default. The **Agency** shall also be entitled to a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security instruments executed for the sole purposes of obtaining funds to purchase and develop the Site as authorized herein.

F. [§322] Right of the Agency to Satisfy Other Liens on the Site After Title Passes

After the conveyance of title by the **Agency** to the **Redeveloper** and prior to the recordation of a Certificate of Completion for construction and development, and after the **Redeveloper** has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Site, the **Agency** shall have the right to satisfy any such liens or encumbrances, provided, however, that nothing in this Agreement shall require the **Redeveloper** to pay or make provision for the payment of any tax, assessment, lien or charge so long as the **Redeveloper** in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site to forfeiture or sale.

G. [§323] Certificate of Completion

Promptly after completion of construction and development by the **Redeveloper** upon the Site, the **Agency** shall furnish the **Redeveloper** with a Certificate of Completion upon written request therefore by the **Redeveloper**. Such Certificate of Completion shall be in such form as to permit it to be recorded in the Office of the Recorder of Los Angeles County.

The Certificate of Completion shall be executed and delivered by the Agency, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon such Site and of full compliance with the terms hereof and otherwise shall be in the form of attached hereto as Exhibit F. After issuance of such Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site covered by said Certificate of Completion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the deed, lease, mortgage, deed of trust, contract or other instrument of transfer in accordance with the provisions of Sections 401-403 of this Agreement. Except as otherwise provided herein, after the issuance of a Certificate of Completion neither the **Agency**, the **City** nor any other person shall have any rights, remedies or controls with respect to the Site that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement relating to completion of construction of the improvements upon the Site.

The **Agency** shall not unreasonably withhold any Certificate of Completion. If the **Agency** refuses or fails to furnish a Certificate of Completion for the Site after written request from the **Redeveloper**, the **Agency** shall, within ten (10) days of the written request, provide the **Redeveloper** with a written statement of the reasons the **Agency** refused or failed to furnish a

Certificate of Completion. The statement shall also contain the **Agency's** opinion of the action the **Redeveloper** must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items of materials for landscaping, the **Agency** will issue its Certificate of Completion upon the posting of a bond by the **Redeveloper** with the **Agency** in the amount representing a fair value of the work not yet completed. If the **Agency** shall have failed to provide such written statement within said 10-day period the **Redeveloper** shall be deemed entitled to the Certificate of Completion.

After the Certificate of Completion has been furnished for the Site, the **Redeveloper** shall be deemed to have satisfactorily completed the construction and development of the Site in full compliance with the terms of this Agreement.

Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the **Redeveloper** to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. Such Certificate of Completion is not notice of completion as referred to in the California Civil Code Section 3093.

IV. [§400] USE OF THE SITE

A. [§401] Uses

The **Redeveloper** covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, the **Redeveloper**, its successors and assignees shall devote the Site to the uses specified in the Redevelopment Plan and this Agreement for the periods of time specified therein unless said use is not approved by all governing bodies/agencies.

The foregoing covenants shall run with the land.

B. [§402] Obligation to Refrain from Discrimination

The **Redeveloper** covenants by and for himself, and any successors in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the **Redeveloper** himself or any such person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site. The foregoing covenants shall run with the land.

C. [§403] Form of Nondiscrimination and Nonsegregation Clauses

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All deeds, leases or contracts entered into by Redeveloper that relate to the site or any portion thereof shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: “The grantee herein covenants by and for and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

2. In leases: “The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and that this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

3. In contracts: “There shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

D. [§404] Effect and Duration of Covenants

Except as otherwise provided, the covenants established in this Agreement and the deed, without regard to technical classification and designation, be binding for the benefit and in favor of the **Agency**, its successors and assigns, the **City** and the successor in interest to the Site or any part thereof. The Redeveloper’s covenants against racial discrimination shall remain in perpetuity.

The **Agency** is deemed the beneficiary of the terms and provisions of this Agreement and of covenants running with land, in its own rights and for the purpose of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the **Agency** without regard to whether the **Agency** has been, remains,

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or is an owner of any land or interest therein in the Site, any parcel or sub-parcel, or in the Project Area. The **Agency** shall have the right if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled.

E. [§405] Rights of Access - Public Improvements and Facilities

The **Agency** for itself, and for the **City** and other public agencies, at their sole risk and expense, reserves the right to enter the Site or any part thereof at all reasonable times and with as little interference as possible, for the purposes of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Site. Any such entry shall be made only after reasonable notice to **Redeveloper**, and **Agency** shall indemnify and hold **Redeveloper** harmless from any claims or liabilities pertaining to any entry. Any damage or injury to the Site resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

F. [§406] Employment of Compton Residents

The Developer understands that one of the motivations of the Agency in entering into this Agreement is to create new job opportunities for the residents from the City of Compton. Developer hereby agrees that:

1) during the development of the Site as provided herein, Developer shall contractually require its contractors and subcontractors to provide to Agency's Career Link Service a list of job positions, if any, which such contractors and subcontractors intend to fill with new employees in order to develop the Site, together with a list of hiring criteria and job requirements for potential employees, at least seven (7) days prior to filling the applicable positions(s); and

2) Agency and/or the City may then choose to post such information on its CareerLink service or provide to Redeveloper, and/or contractors, as applicable, a list of potential qualified applicants (*i.e.*, those applicants meeting the stated hiring criteria). Developer agrees, and shall cause the contractors to agree, to review and fairly consider for employment those qualified applicants. Nothing contained herein shall be deemed to require Developer or any tenant to or contractor alter its standard hiring criteria and/or practices nor violate any Federal, state or local laws regarding discrimination with respect to any person.

V. [§500] DEFAULTS, REMEDIES AND TERMINATION

A. [§501] Defaults - General

Subject to the extensions of time set forth in Section 604, failure or by either party to timely perform any covenant to be performed by it under this Agreement constitutes a default under this Agreement.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, and except as otherwise expressly provided in Sections 507 and 508 of this Agreement and except for the failure to meet any deadlines or date in the Schedule of Performance as extended under Section 604, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice, or such longer period of time during which the default is being cured, and no such proceedings shall be instituted while any such default is being cured. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

B. [§502] Legal Actions

1. [§503] Institution of Legal Action

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.

2. [§504] Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. [§505] Acceptance of Service of Process

In the event that any legal action is commenced by the **Redeveloper** against the **Agency**, service of process on the **Agency** shall be made by personal service upon the Clerk of the **Agency**, or in such other manner as may be provided by law.

In the event that any legal action is commenced by the **Agency** against the **Redeveloper**, service of process on the **Redeveloper** shall be made by personal service upon a corporate officer of the **Redeveloper** or in such other manner as may be provided by law and shall be valid whether made within or without the State of California.

C. [§506] Rights and Remedies are Cumulative

13.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

D. **[§507] Damages**

If the **Redeveloper** or the **Agency** defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commence to be cured by the defaulting party within the time for cure as set forth in Section 501 hereof, the defaulting party shall be liable to the other party for any damages caused by such default.

E. **[§508] Specific Performance**

If the **Redeveloper** or the **Agency** defaults under any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default has not commenced to be cured by the defaulting party within the time for cure as set forth in Section 501 hereof,, the non-defaulting party at its option may institute an action for specific performance of the terms of this Agreement.

F. **[§509] Damages for Default of Employment of Compton Residents**

In the event the **Redeveloper** fails, in the reasonable judgment of the Contract Compliance Officer, to demonstrate its good faith attempt to meet the provisions of the Employment of Compton Residents Section 406 of this Agreement, the Contract Compliance Officer shall have the right to impose upon and receive from the **Redeveloper** a maximum penalty in the amount of One Hundred Dollars (\$100.00) for each calendar day after there has been a final determination of noncompliance until the date that redeveloper complies with said Section 406 .

G. **[§510] Remedies and Rights of Termination Prior to Conveyance of the Site to the Redeveloper**

1. **[§511] Termination by the Redeveloper**

If the **Agency** does not sign this Agreement within twenty (20) days after the date of signature by **Redeveloper** and deliver a copy to the **Redeveloper**, then the **Redeveloper**, may terminate this Agreement by written notice to the **Agency**, and neither the **Agency** nor the **Redeveloper** will have any further rights against or liability to the other under the Agreement with respect to the Site. In the event of the occurrence of any event stated in this Section above, the right of termination provided in this Section will be **Redeveloper's** sole and exclusive remedy. Upon termination pursuant to this Section, the Performance Deposit shall be returned to the **Redeveloper**.

2. **[§512] Termination by the Agency**

In the event that prior to conveyance to the Site to the **Redeveloper**:

- a. The **Redeveloper** assigns or attempts to assign this Agreement or any rights herein, or in the Site in violation of this Agreement; or
- b. There is any significant change in the ownership or identity of the **Redeveloper**, or the parties in control of the **Redeveloper** or the degree thereof contrary to the provisions of Section 107 hereof; or
- c. The **Redeveloper** does not submit evidence that it has the necessary equity capital and mortgage financing for the acquisition and development of the Site, in satisfactory form and the manner and by the dates provided in this Agreement; or
- d. The **Redeveloper** fails to submit to the **Agency** construction plans, drawings, and related documents as required by this Agreement; or
- e. The **Redeveloper** does not pay the Disposition Price and take title to the Site under tender of conveyance by the **Agency** pursuant to this Agreement; or

and any default or failure referred to above shall not be cured within the time set forth in Section 501 hereof after the date of written demand by the Agency, then this Agreement, and any rights of the **Redeveloper** or any assignee or transferee in this Agreement, pertaining thereto or arising there from with respect to the **Agency**, shall, at the option of the **Agency** be terminated by the **Agency** exercising its rights under Section 513.

In the event of termination under this Section, if **Redeveloper** should default upon its obligations, making it necessary for the **Agency** to terminate this Agreement and to procure another party or parties to redevelop the Site in substantially the manner and within the period that such Site would be redeveloped under the terms of this Agreement, then the **Agency** shall be entitled to the full extent of damages otherwise provided by law.

H. [§513] Right of Reverter

Title to the Site theretofore conveyed to the **Redeveloper** shall terminate and thereafter automatically revert in the **Agency**, if after conveyance of title to the Site and prior to recordation of the Certificate of Completion, the **Redeveloper** shall:

1. Fail to proceed with the construction of the improvements as required by this Agreement for a period of one hundred eighty (180) days after written notice thereof from the **Agency**; or

13.

2. Abandon or substantially suspend construction of the improvements for a period of one hundred eighty (180) days after written notice of such abandonment or suspension from the **Agency**; or
3. Transfer, or suffer any involuntary transfer of the Site, or any part thereof, in violation of this Agreement, after notice from the Agency and expiration of applicable cure periods.
4. Miss any deadline in the Schedule of Performance, subject to Force Majeure Delays.

Such automatic right of reverter to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit:

1. Any mortgage, deed of trust or other security instrument permitted by this Agreement; or
2. Any rights or interest provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

Notwithstanding the above, however, the Agency shall have no right to retake possession of residential units and portions of the Site sold to individual homebuyers in the ordinary course of business. The grant deed shall contain appropriate reference and provision to give effect to the **Agency's** automatic right, as set forth in this Section under specified circumstances prior to the recordation of the Certificate of Completion, of reverter and thereafter to reenter and take possession of the Site with all improvements thereon.

Upon the revesting in the **Agency** of title to the Site or any part thereof as provided in this Section, the **Agency** shall, pursuant to its responsibilities under State law, use good faith efforts to resell the Site or part thereof as soon and in such manner as the **Agency** shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the **Agency**), who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to the **Agency** and in accordance with the uses specified for the Site or part thereof in the Redevelopment Plan. Upon such resale of the Site the proceeds thereof shall be applied:

1. First, to reimburse the **Agency** on its own behalf or on behalf of the City, for all costs and expenses incurred by the **Agency**, including but not limited to salaries to personnel, in connection with the recapture, management and resale of the Site or part thereof (but less any income derived by the **Agency** from the Site or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Site or part thereof (or, in the event the Site is exempt from taxation or assessment or such charges during the period of ownership to such taxes, assessments, or charges [as determined by the County assessing official] as would have been

payable if the Site were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the **Redeveloper**; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Site or part thereof; and any amounts otherwise owed to the **Agency** by the **Redeveloper**; and

2. Second, to reimburse the **Redeveloper** up to the amount equal to (1) the sum of the Disposition Price paid to the **Agency** by the **Redeveloper** for the Site (or allocable to the part thereof); plus (2) the reasonable costs incurred by Redeveloper for the development of the Site and for the improvements existing on the Site at the time of the reentry and repossession; less (3) any gains or income withdrawn or made by the **Redeveloper** from the Site or the improvements thereon.

Any balance remaining after such reimbursements shall be retained by the **Agency** as its property.

I. [§514] Option to Repurchase, Reenter and Repossess

If a court of law should fail to recognize **Agency's** foregoing Right of Reverter, then, the **Agency** shall have the additional rights at its option to repurchase, reenter and take possession of the Site with all improvements thereon, if prior to the recordation of the Certificate of Completion for the Site, **Redeveloper** shall:

1. Fail to proceed with the construction of the improvements as required by this Agreement for a period of one hundred eighty (180) days after written notice thereof from the **Agency**; or
2. Abandon or substantially suspend construction of the improvements for a period of one hundred eighty (180) days after written notice of such abandonment or suspension from the **Agency**; or
3. Transfer, or suffer any involuntary transfer of the Site, or any part thereof, in violation of this Agreement, after notice from the Agency and expiration of applicable cure periods.
4. Miss any deadline in the Schedule of Performance, subject to Force Majeure Delays.

Such right to repurchase, reenter and repossess, to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit:

13.

1. Any mortgage, deed of trust or other security instrument permitted by this Agreement;
2. Any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

To exercise its rights to take possession with respect to the Site, the **Agency** shall pay to the **Redeveloper** in cash an amount equal to:

1. The Disposition Price paid to the **Agency** for the Site thereof; plus
2. The reasonable costs incurred for on-site labor and materials for the construction of the improvements existing on the Site at the time of the repurchase, reentry, and repossession; less
3. Any gains or income withdrawn or made by the **Redeveloper** from the Site of the improvements thereon.

This provision equally applies to automatic right of reverter as set forth in Section 513(2)

VI. [§600] GENERAL PROVISIONS

A. [§601] Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between the **Agency** and the **Redeveloper** shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the **Agency** and the **Redeveloper**. Such written notices, demands and communications shall be sent in the same manner to such different or additional addresses as either party may from time-to-time designate by mail.

B. [§602] Conflict of Interests

No members, official or employee of the **Agency** shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

The **Redeveloper** warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

C. [§603] Nonliability of Agency Officials and Employees

No member, official or employee of the **Agency** shall be personally liable to the **Redeveloper** in the event of any default or breach by the **Agency** or for any amount which may become due to the **Redeveloper** or on any obligations under the term of this Agreement.

D. [§604] Enforced Delay: Extension of Times of Performance

In addition to specific provisions of this Agreement, a party shall not be deemed to be in default if its failure to perform or delay in performing any covenant is caused due to war; acts of terrorism; insurrections; strikes; lockouts; riots; floods' earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigations unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor; subcontractor or supplier; acts of another party; delay by the Agency in approving or disapproving any submittal by Redeveloper that exceeds thirty (30) days (in which case only the period of time in excess of the 30 days shall constitute the delay for purposes of this Section); act of any public or governmental agency or entity (other than that acts or failures to act of the **Agency** shall not excuse performance by the **Agency**, and acts of the City that are within the City's governmental authority shall not excuse failure to perform by the Developer) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than one hundred twenty (120) days after the commencement of the cause, the period shall commence to run only one hundred twenty (120) days. The **Agency** and the **Redeveloper** may also extend times of performance under this Agreement in writing.

E. [§605] Inspection of Books and Records

The **Agency** has the right, upon not less than one (15) business days' prior written notice, at all reasonable times to inspect the books and records of the **Redeveloper** pertaining to the Site as pertinent to the purposes of this Agreement.

F. [§606] Plans and Data

Where the **Redeveloper** does not proceed with the purchase and development of the Site, and when this Agreement is terminated pursuant to Section 511 hereof for any reasons, the **Redeveloper** shall deliver to the **Agency** copies of any and all plans and data concerning the Site, subject to the rights of the preparers of such plans and data.

G. [§607] Approval by Agency

The Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Executive Secretary (or his duly authorized representative). The Agency's Executive Secretary shall have the authority to execute amendments, waive provisions, make approvals and issue interpretations of this Agreement on behalf of the Agency so long as such actions do not constitute material or substantial changes. Such approvals and interpretations may include extensions of time to perform as specified in the Schedule of Performance, and minor or non-substantive changes to the Scope of Development. All other material and/or substantive approvals, interpretations, waivers or amendments shall require the consideration, action and written consent of the Agency Board.

VII. [§700] SPECIAL PROVISIONS

A. [§701] Amendment of Redevelopment Plan

Pursuant to provisions of the Redevelopment Plan for modification or amendment thereof, the **Agency** agrees that no amendment which changes the uses or development permitted on the Site or changes the restrictions or controls that apply to the Site or otherwise affects the Site shall be made or become effective without the prior written consent of the **Redeveloper**. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of the **Redeveloper**.

B. [§702] Amendments to this Agreement

The **Redeveloper** and the **Agency** agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to the **Agency**, provided said requests are consistent with this Agreement and would not materially and adversely affect Agency's rights, interests or obligations under this Agreement.

C. [§703] Real Estate Commissions

The **Agency** shall not be liable for any real estate commission, brokerage fees or finder's fees, which may arise, from this Agreement or the acquisition of the Site.

D. [§704] Agency Compliance with Community Redevelopment Law

The Agency represents and warrants that this Agreement has been duly authorized in accordance with the requirements of the Community Redevelopment Law and that the terms hereof are lawful and fully enforceable against Agency. Developer acknowledges that nothing in this Agreement, however, binds the City.

VIII. [§800] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in six (6) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 37, inclusive, and Exhibits A through H, which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein incidental hereto, and supersede all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency and the Redeveloper, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the Redeveloper.

Redeveloper acknowledges that it has had ample opportunity for review and approval of this document by its attorney and that any waiver of representation is as a result of independent decision. Redeveloper further acknowledges that Agency Attorney is acting solely on behalf of Agency.

DEVELOPER:

ADVANCED REAL ESTATE SERVICES, INC.,
a California corporation

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON

EXECUTIVE SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CLERK OF THE AGENCY

13.

EXHIBIT “A”

MAP OF THE SITE

[Attached.]

EXHIBIT "B"

LEGAL DESCRIPTION OF THE SITE

APN: 6139-028-900

**PORTION OF SAN PEDRO RANCHO RANGE 2 LOT COM
AT INTERSECTION OF N LINE OF ALONDRA BLVD PER
CSB686-2 WITH W LINE OF LOT 3 TH E ON SO N LINE
522.94 FT WITH A UNIFORM DEPTH OF 1450.47 FT N 11/W**

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

<u>Item to be Performed</u>	<u>Time for Performance</u>
1. Initial Basic Concept Drawings	Prepared, received and approved
2. Agency executes DDA	Within 20 days after execution by Redeveloper of DDA and delivery to Agency
3. Parties open the Disposition Escrow	Within 7 days after Agency execution of DDA
4. Agency's good faith efforts to cause delivery of Preliminary Title Report to Redeveloper	Within 30 days after date of DDA
5. Redeveloper gives notice approving or disapproving title exceptions (with reasons)	Within 30 days after delivery of Preliminary Title Report to Redeveloper
6. Agency delivers notice to Redeveloper as to whether it will cure disapproved exceptions	Within 30 days after receipt of Redeveloper's notice
7. Redeveloper's site investigation, testing and estimate of remediation and closure costs, and Redeveloper's delivery to Agency of (i) remediation estimate (and detailed explanation/rationale of estimate to Agency with supporting studies), (ii) remediation time period, and (iii) any necessary revisions to the initial Basic Concept Drawings	As soon as reasonably possible, but <u>not later than</u> two years and six months after execution of DDA
8. Agency review and approval/disapproval of remediation estimate and time period and any submitted revisions to the initial Basic Concept Drawings	Within sixty (60) days after receipt
9. Redeveloper revisions of estimate cost and time period (or election to arbitrate)	Within thirty (30) days after receipt of Agency disapproval and comments
10. Arbitration of cost estimate and/or remediation time period (if necessary)	Section 216
11. Submission of Tentative Tract Map by Redeveloper	Ninety (90) days from Agency approval of any necessary revisions to initial Concept Drawings or ninety days from Agency's approval of any revisions made to concept plan as a result of regulatory agency approval . In any event the time shall be the latest of the above (or if no revisions are proposed, then within 90 days after conclusion of Arbitration, but in any event map must be approved as condition to the Close of Escrow)

- | | |
|--|--|
| 12. Redeveloper's Submission of Construction Plans, Drawings, Landscaping & Grading Plans for approval by City and Agency – Item III.A.3 of the DDA | Within 180 days after approval of the Tentative Tract Map by all applicable Governmental Agencies |
| 13. Close of Escrow (and delivery of Disposition Price) | As soon as reasonably possible, and within but no later than 3 years after DDA is executed unless extended as called for within this contract. |
| 14. Commencement of Remediation | Within sixty (120) days after Closing |
| 15. Completion of Remediation | Per completion time period approved by Agency or determined by arbitration, as applicable |
| 16. Commencement of Vertical Construction | Within six (6) months after completion of remediation, as extended by any unreasonable delays by City in issuing permits |
| 17. Completion of 15 of the homes | Within one (1) year after the commencement of vertical construction |
| 18. Completion of all construction (each and every home) | Forty-eight (48) months after commencement of vertical construction |

Notwithstanding the preceding or any other provision of this Agreement to the contrary, if Redeveloper fails to comply with the Schedule of Performance or has otherwise defaulted under any obligation under this Agreement, then seller shall deliver written notice to Buyer specifying the nature of the failure and the performance required of Buyer. If Buyer fails to perform the obligation within ten (10) days (if the obligation is monetary in nature) or (30) days (if the obligation is not monetary in nature) after delivery of the notice, then Buyer shall be default hereunder and Seller shall have the right to terminate this Agreement; provided, however, if the nature of the non-monetary obligation is such that more than thirty (30) days is required to complete performance of the obligation, then Buyer shall not be in default hereunder if Buyer commences such performance within said thirty (30) day period and thereafter diligently continues such performances until completed.

EXHIBIT “D”

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The property encompass approximately 17.9-acres of vacant land. The Redeveloper agrees to cause the construction of approximately 100 for-sale residential homes, in accordance with this Agreement.

The development shall conform to the Redevelopment Plan for the Compton Redevelopment Project Area. Redeveloper must also comply with the City’s landscaping requirements, all conditions of approval and with all mitigation measures imposed as part of the environmental clearance process. All issues, conditions and requirements set forth in this Scope of Development shall be mutually agreed upon by the parties, but shall be pursuant to review and approval by the City.

The Redeveloper shall be responsible for paying for any and all City improvements as well as building and permit fees.

II. DESIGN OBJECTIVES

Following is a statement of design objectives for development of the Site:

- A. The creation and achievement of an attractive and pleasant environment reflecting a high level of concern for architectural and urban design principles both in terms of the development itself and its compatibility and suitability with the surrounding land use and development in the community.
- B. The provision of a pleasing, safe and well-maintained residential environment.

III. DEVELOPMENT STANDARDS

- A. Building Setbacks. Minimum building setbacks for buildings and parking areas shall be as required by the Municipal Code.
- B. Building Coverage. The amount of land within the Site covered by buildings shall be as required by the Redevelopment Plan and as regulated by the Zoning Ordinance and other local regulations.
- C. Building Height. Building height shall be as regulated by the Zoning Ordinance and other local regulations.
- D. Vehicular Access. The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow. In the interest of minimizing traffic congestion,

the City will control the number and location of curb breaks for access to the Site for off-street parking and access.

- E. Signs. All signs shall be in compliance with the City of Compton's Sign Ordinance. Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment.
- F. Landscaping. Redeveloper shall provide for all new construction, and maintain landscaping within the public rights-of-way and within setback areas along all street frontages. Redeveloper shall provide landscaping in areas shown on the Site Plan and provide for automatic irrigation of landscaped areas.

Landscaping shall consist of trees, shrubs and installation of an irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with landscaping plan, shall be subject to approval by the Executive Secretary, the City Street Supervisor and ARB prior to planting.

Redeveloper is responsible for providing parkway landscaping as required in the public right-of-way adjacent to the Site at Redeveloper's sole cost and expense. The general maintenance of the parkway shall be the responsibility of Redeveloper.

- H. Utilities. All newly installed utilities on the Site shall be underground or enclosed at Redeveloper's expense. No meters or other mechanical equipment shall be exposed in yard areas or on roofs. Redeveloper shall be responsible for all utility installations on the Property and hookups to sewers, drains, water and gas distribution lines, electric, telephone and telegraph lines, and for hookup to all other public utility lines. All newly installed utility services on-site shall be installed underground or concealed within buildings.
- I. Parking. On-site parking for the development shall consist of not less than the number of spaces required by the Zoning Ordinance.
- J. Redevelopment Agency Plan Standards. The criteria and standards established by the Redevelopment Plan are hereby incorporated as a part of this Agreement. In no case is the Redeveloper relieved of the requirements of the Plan or of any laws, codes, requirements or administrative regulations of the State of California or the City.
- K. Refuse Service Area. All refuse shall be kept in enclosed containers out of site of public view.
- L. Codes. The project shall be developed in accordance with the latest City codes and requirements as they relate to construction.

IV. PUBLIC IMPROVEMENTS

- A. The Redeveloper, at Redeveloper's expense, may be required to provide or cause to be provided the following public improvements (as necessary for the project) within the time set forth for completion of such improvements in the Schedule of Performance. Required improvements shall be identified by the Architectural Review Board.
 - 1. Installation or relocation of such sewers, drains, water and gas distribution lines, electric, telephone and telegraph lines, and all other public utility lines, installations, and facilities as are necessary to be installed or relocated on or in connection with Redeveloper improvements provided that the City shall not be responsible for, nor bear any portion of the cost of, installing the necessary utility connections within the boundaries constructed by the Redeveloper and the water, sanitary sewer, storm drains, and other public utilities owned by the City, electric, gas, telephone, or other public lines owned by a public utility company within or without such boundaries and the Redeveloper shall secure any permits required for any such installation without expense to the City.
 - 2. Remove and replace any public works improvements damaged during construction at the Redeveloper's expense and as determined by the City Engineer.
- B. All of Items 1 to 2 inclusive shall be performed in accordance with the technical specifications, standards, and practices of the City Engineer. Once such items are constructed, Redeveloper shall be responsible at his expense for (1) any and all repairs due to damage caused by Redeveloper's construction, and (2) changes required by the Redeveloper.
- C. The City does not and cannot stipulate the requirements of other public and quasi-public agencies (i.e., gas, electric and telephone). It is understood that the cost of the above public improvements includes the cost of engineering, design work, supervision of construction and inspection, and that these items will be at the expense of the Redeveloper. The Redeveloper will construct the off-site improvements at the Redeveloper's expense and under the direction and specifications of the City Engineer. The City will not provide or pay for the cost of any on-site or off-site improvements as required by the Architectural Review Board.

EXHIBIT "E"

Recording Requested by:

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON**

After Recordation, Mail to:
Advanced Real Estate Services, Inc.
23792 Rockfield Blvd., Suite 100,
Lake Forest, CA 92630

QUITCLAIM DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out the Redevelopment Plan (the "Redevelopment Plan") for the Compton Redevelopment Project Area under the Community Redevelopment Law of the State of California, hereby grants to **ADVANCED REAL ESTATE SERVICES, INC** (the "Grantee"), all of its right, title and interest in, under and to that real property (the "Property") situated within the County of Los Angeles and legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference, except for dedications and offers to dedicate on subdivision maps and public rights of way.

1. The Property is conveyed subject to the Redevelopment Plan and pursuant to the terms and conditions of a Disposition and Development Agreement entered into by and among the Grantor and the Grantee dated _____, 2008 (herein referred to as the "Agreement") which includes rights of reverter in favor of the Agency.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall not use the Site for other than the uses specified in the Redevelopment Plan, the Agreement ("the Agreement") and this Grant Deed. The provisions of this paragraph 2 shall expire upon the expiration or termination of the Redevelopment Plan.

13.

3. The Grantee covenants by and for itself and any successors in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Site.

All deeds, leases or contracts made relative to the Site, improvements thereon or any part thereof, shall contain or be subject to substantially the following nondiscrimination clauses:

- (i) In deeds: "The grantee herein covenants by and for and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

- (ii) In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and that this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government

Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

- (iii) In contracts: "There shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

13.

4. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5. The covenants contained in Section 2 of this Grant Deed shall remain in effect until the expiration or termination of the Redevelopment Plan. The covenants contained in Section 3 of this Grant Deed shall remain in perpetuity.

6. The covenants contained in this Grant Deed shall be binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of the Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this ____ day of _____, 2008.

"GRANTOR"

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON

By: _____
EXECUTIVE SECRETARY

ATTEST:

CITY CLERK

The provisions of this Grant Deed are hereby approved and accepted.

"GRANTEE"

ADVANCED REAL ESTATE SERVICES,
INC.

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

13.

EXHIBIT “A” TO GRANT DEED

[To Be Inserted]

EXHIBIT "F"FORM OF CERTIFICATE OF COMPLETION

Recording Requested by and
When Recorded Return to:

CERTIFICATE OF COMPLETION

This Certificate of Completion is dated as of _____, 2008.

The COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body, corporate and politic (the "Agency"), and ADVANCED REAL ESTATE SERVICES, INC (the "**Redeveloper**"), entered into a Disposition and Development Agreement dated as of _____, 2008 (the "Agreement"), which provides in Section _____ thereof that the Agency shall furnish the **Redeveloper** with a Certificate of Completion upon satisfactory completion of the Improvements (as described in the Agreement) on the land described therein as the "Site," in accordance with the Agreement, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Los Angeles County. The Agreement is incorporated by reference into that certain Grant Deed executed by Agency to **Redeveloper** dated _____, 2008 and recorded on _____, 2008 in the Official Records of Los Angeles County, California as Document Number _____.

The Agency has determined that the construction of the Improvements has been satisfactorily performed under the Agreement; however, this Certificate shall not constitute evidence of compliance with, or satisfaction of: (i) any obligation of the **Redeveloper** to any holder of a lien securing money loaned to finance the Improvements or any part thereof, or (ii) any applicable laws or permits; or (iii) any obligations of **Redeveloper** under the Agreement other than construction of the Improvements.

COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF COMPTON

By: _____

Name: _____

Title: _____

ATTEST:

Clerk

EXHIBIT "G"

FORM OF RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into as of _____, 2008 by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a public body, corporate and politic (the "CRA"), and **ADVANCED REAL ESTATE SERVICES, INC.**, a California corporation (the "**Redeveloper**"), with respect to the following:

RECITALS

A. The CRA and the **Redeveloper** have entered into a Disposition and Development Agreement, dated as of _____, 2008, for the negotiation of a disposition and development agreement with respect to certain real property in the City of Compton known as Assessor Parcel Nos. _____ (the "Property").

B. The **Redeveloper** desires to perform certain predevelopment work consisting of certain tests, studies, and analyses necessary to evaluate the condition of the Property (the "Predevelopment Work") as well as development work consisting of site demolition and grading [DISCUSS] (the "Development Work").

C. The CRA wishes to accommodate the **Redeveloper's** desire to commence the Predevelopment Work and Development Work on the Property by granting a right of entry to **Redeveloper** upon certain terms and conditions.

NOW, THEREFORE, for good and valuable consideration, **Redeveloper** and CRA do hereby agree as follows:

1. **Right of Entry.** Provided that all of the terms and conditions of this Agreement are fully satisfied, the CRA hereby grants to **Redeveloper** and its employees, agents and contractors the nonexclusive right to enter upon the Property to perform the Predevelopment Work and Development Work, and for no other purposes without the prior written approval of the CRA's Executive Secretary or his designee. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any rights of possession, easement or other interest in the Property to the **Redeveloper**, and does not vest any entitlements or give the Redeveloper any right to acquire or develop the Property.

2. **Agreement.** By execution of this Agreement, **Redeveloper** agrees for itself and on the behalf of its employees, agents, consultants and contractors as follows:

- (a) That **Redeveloper** will give the Agency reasonable advance notice (at least two (2) days).
- (b) That **Redeveloper** will not permit any dangerous condition to be created on the Property.
- (c) That all acts and things done by **Redeveloper** on the Property will be done in a careful and reasonable manner, in accordance with all federal, state and local laws.
- (d) That **Redeveloper** enters the Property entirely at its own cost, risk and expense.
- (e) That **Redeveloper** shall not permit any mechanics', materialmen's or other liens of any kind or nature ("Liens") to be filed or enforced against the Property in connection with the Predevelopment Work or Development Work. **Redeveloper** shall indemnify, defend and hold harmless CRA from all liability for any and all liens, claims and demands, together with costs of defense and reasonable attorneys' fees, arising from any Liens. CRA reserves the right, at its sole cost and expense, at any time and from time to time, to post and maintain on the Property, or any portion thereof, or on the improvements on the Property, any notices of non-responsibility or other notice as may be desirable to protect CRA against liability. In addition to, and not as a limitation of CRA's other rights and remedies under this Agreement, should the **Redeveloper** fail, within ten (10) days of written request from CRA, either to discharge any Lien or to bond for any Lien, or to defend, indemnify, and hold harmless CRA from and against any loss, damage, injury, liability or claim arising out of a Lien, then CRA, at its option, may elect to pay such Lien, or settle or discharge such Lien and any action or judgment related thereto and all costs, expenses and attorneys' fees incurred in doing so shall be paid to CRA by the **Redeveloper** upon written demand.
- (f) That **Redeveloper** shall not have any interest in the Property or be entitled to any reimbursement or repayment for any work performed upon the Property pursuant to this Agreement. **Redeveloper** shall, at the written request of the CRA, leave the Property in a condition that does not create an unreasonable risk of harm to the public.
- (g) The **Redeveloper** shall take all necessary precautions to prevent the import and/or release into the environment of any hazardous materials which are imported to, in, on or under the Property during the performance of the Predevelopment Work. If hazardous materials are imported onto the Property as a result of the performance of the Predevelopment Work, the **Redeveloper** shall be solely responsible for removing such imported hazardous materials in conformance with all Governmental Requirements. The **Redeveloper** shall report to the CRA, as soon as possible after each incident, any unusual or

13.

potentially important incidents with respect to the environmental condition of the Property.

3. **Insurance.** Redeveloper shall, and shall cause all of its contractors performing our due diligence activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to the CRA covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000.00, and to deliver to the CRA a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that the CRA has been named as an additional insured thereunder with respect to the due diligence activities. Such insurance shall be maintained in force throughout the term of this Agreement.

4. **Indemnity.** Redeveloper hereby agrees to defend, indemnify and hold the CRA and its officers, officials, members, employees, agents and representatives, harmless from and against any and all loss, damage, injury, liability, claim, cost or expense (including, without limitation, reasonable attorneys' fees, expert witness fees, court costs, and expenses) arising from or attributable to the activities of Redeveloper or any of its employees, agents, consultants or contractors upon the Property pursuant to this Agreement. All use of and entry upon the Property shall be at the sole cost, risk and expense of the Redeveloper.

5. **Miscellaneous.**

- (a) **Choice of Law.** This Agreement is to be governed by, and construed in accordance with, the laws of the State of California.
- (b) **Remedies.** Either party shall, in addition to all other rights provided herein or as may be provided by law, be entitled to the remedies of specific performance and injunction to enforce its rights hereunder, except to the extent expressly provided to the contrary in this Agreement. All rights and remedies under this Agreement are cumulative and no one of them shall be exclusive of any other, and each party shall have the right to pursue any one or all of such rights and remedies or any other remedy which may be provided by law, whether or not stated in this Agreement, except to the extent expressly provided to the contrary in this Agreement.
- (c) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- (d) **Non-Liability of Public Officials.** No officer, employee, member, agent or representative of the CRA shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the CRA, or for any amount which may become due to Redeveloper or its successor, or for any breach of any obligation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

CRA:

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON, a public body,
corporate and politic

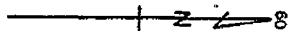
By: _____
Print Name: _____
Title: _____

REDEVELOPER:

ADVANCED REAL ESTATE SERVICES, INC.,
a California corporation

By: _____
Print Name: _____
Title: _____

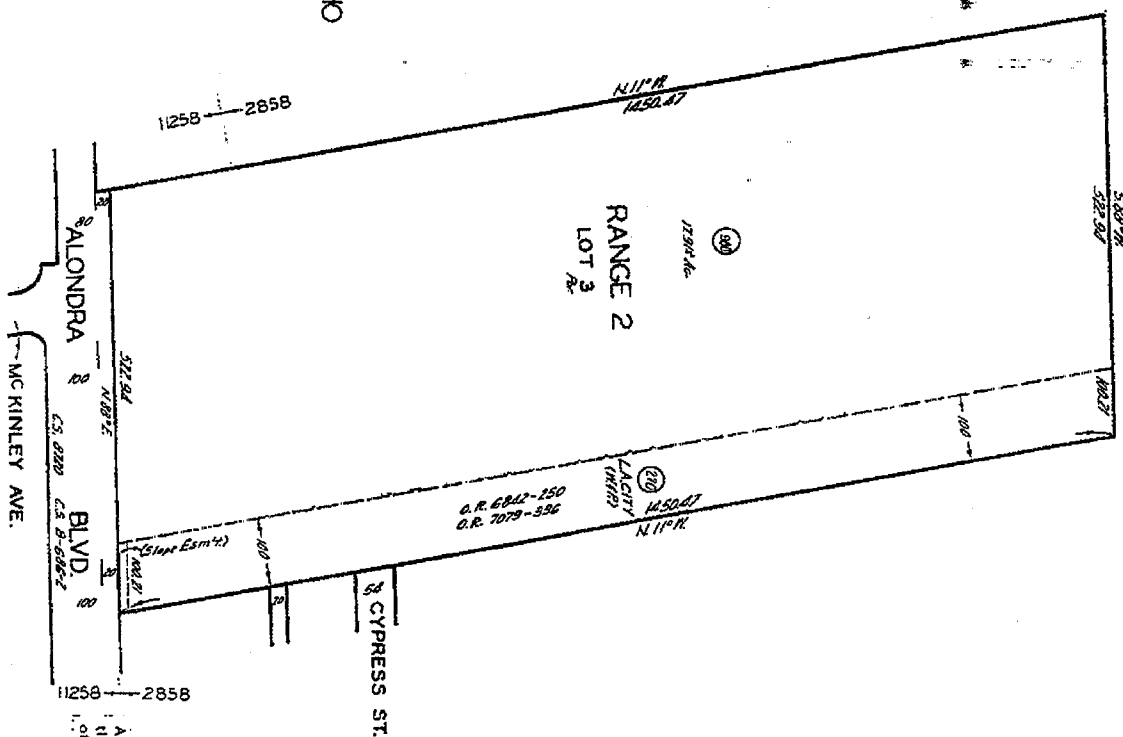
6139 28
SCALE 1" = 150'
1992



PORTION OF THE
SAN PEDRO RANCHO
M. R. 4-348

CODE
2858
11258

FOR PREV. ASSMT. SEE: 8.37-6



All 900 series parcels on this page are assessed to the Community Redevelopment Agency of the City of Compton, unless otherwise noted.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

REVISU
12-16-01
11/12/03
10/02/04
10/01/04

July 15, 2008

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: REQUEST TO RENT AGENCY-OWNED PROPERTY LOCATED AT 958
W. WALNUT STREET**

SUMMARY

Requesting authorization to rent certain Agency owned property located at 958 West Walnut Street to Wolfgang Rader operate a professional dog training center on a temporary basis.

BACKGROUND

On April 28, 2008, the Agency received a Letter of Interest from Mr. Wolfgang Rader to rent an Agency owned property located at 958 West Walnut Street. The vacant lot comprising of 16,510 sq. ft. is located on the Westside of Fire Station #4 (950 W. Walnut Street). Mr. Rader proposes to rent the property from the Agency on a month to month basis at a monthly rent of \$1,000.00, commencing August 1, 2008. The terms of the agreement would provide the Agency with the option to terminate the tenant's use of the site when deemed necessary to undertake a preferred development option on the site.

The Center to be operated under the business name of German K-9 Expert, Inc., will offer professional dog training services under the proprietorship of Wolfgang Rader. Services to be offered the facility would include behavior training courses for dogs in search and rescue courses including, narcotics, and explosives as well as personal protection. Training services for law enforcement K-9 handlers. Additionally, the Center will be used as a tool to educate the citizens of Compton and help them become responsible dog owners. The company will house ten (10) dog kennels on the property, including approximately ten (10) parking spaces.

According to Mr. Rader's resume, he was taught to train dogs in 1978, and he has continued to work in this field. (See attached Resume). Mr. Rader is aware that all costs associated with the professional dog training center, including insurance, licenses and security are to be borne by the company. Mr. Rader is also aware that they must contact the Sheriff's Department to make sure that any security plans for the subject site, Risk Management for the requisite insurance, Building Department for any permits, Tax & Licenses for all licenses and permit fees, and Fire Department for any emergency medical assistance.

14.

Use of Agency-Owned Property
Wolfgang Rader
July 15, 2008
Page Two

FISCAL IMPACT

As compensation for use of the subject property, Wolfgang Rader must remit \$1,000.00 each month to the Agency to cover rental costs on a month to month basis.

STATEMENT OF THE ISSUE

In order for the German K-9 Expert, Inc. to rent the property, City Council approval is necessary.

RECOMMENDATION

That the attached resolution authorizing the City Manager to enter into a rental Agreement with Wolfgang Rader be adopted for rent of certain Agency-owned property be adopted.

KOFI SEFA-BOAKYE
DIRECTOR OF REDEVELOPMENT

CHARLES EVANS
CITY MANAGER

CE:KSB:DLD

Attachments

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON,
APPROVING THE RENTAL AGREEMENT BETWEEN THE AGENCY AND
WOLFGANG RADER TO RENT CERTAIN AGENCY OWNED PROPERTY**

WHEREAS, on April 28, 2008, the Agency received a Letter of Interest from Mr. Wolfgang Rader to rent Agency owned property located at 958 West Walnut Street. The property consists of a 65 foot wide and 254 foot long, vacant lot located on the Westside of Fire Station #4 (950 W. Walnut Street); and

WHEREAS, the site will be utilized as a professional dog training Center, conducted under the name of German K-9 Expert, Inc., which is owned by Mr. Wolfgang Rader; and

WHEREAS, Mr. Rader agrees to rent the property on a month to month basis, commencing August 1, 2008, until the property is acquired for development for a monthly fee of \$1,000; and

WHEREAS, the company will house ten (10) dog kennels on the property, and include approximately ten (10) parking spaces. Additionally, the Center will be used as a tool to educate the citizens of Compton and help them become responsible dog owners; and

WHEREAS, the Agency has determined that the proposed Rental Agreement for Mr. Wolfgang Rader would be in the best interest of the City to deter dumping and blight on the subject site; and

**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 accept the proposal of Wolfgang Rader to rent Agency-owned property located at 958 West Walnut Street on a month to month basis for a professional dog training center, in the amount of \$1,000.00 per month.

Section 2. That the City Manager is hereby authorized to execute the necessary agreements to finalize contract execution.

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Community Redevelopment Agency, and City Clerk.

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

ADOPTED this _____ day of _____, 2008.

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 Commission, signed by the Chairman, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2008.

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

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

CITY CLERK OF THE CITY OF COMPTON

RENTAL AGREEMENT

BETWEEN

**THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON**

AND

**WOLFGANG RADER
GERMAN K9 EXPERT, INC.**

14.

BASIC LEASE PROVISIONS

- A. **PREMISES:** The area outlined on Exhibit A attached hereto. For the purposes of this Agreement, the Premises shall be deemed to consist of a 65 foot wide and 254 feet long, vacant lot located on the Westside of Fire Station #4.
- B. **TERM: month to month**, commencing on **August 1, 2008** (commencement date.)
- C. **USE OF PREMISES:** The Premises shall be used by the Tenant solely for:

K9 Training Facility

- D. **TENANT: WOLFGANG RADER**
- E. **TENANT NAME:** Tenant shall operate and do business in the Premises under the trade name:
GERMAN K-9 EXPERT, INC.
- F. **TENANT 'S ADDRESS AND TELEPHONE NUMBER FOR NOTICES:**

**Wolfgang Rader
GERMAN K-9 EXPERT, INC.
1820 Torrance Boulevard
Torrance, CA 90501
(310) 320-5239**

- G. **MONTH TO MONTH RENTAL PAYMENT: \$1,000.00** (includes the amount set out in **Section 3.** below) in monthly installments. All rentals and other payments that become due hereunder shall be payable to LANDLORD and sent to:

**Community Redevelopment Agency
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220**

- H. **RENTAL ADDRESS:**

**958 West Walnut Street
Compton, CA 90220**

Each reference in this Agreement to any of the data contained in this **Basic Agreement Provisions** document shall be construed to incorporate the information stated under that title.

THIS RENTAL AGREEMENT made and entered into this ____ day of _____, 2008 by and between **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, hereinafter referred to as "**LANDLORD**", and **WOLFGANG RADER**, hereinafter referred to as the "**TENANT**".

WITNESSETH:

Section 1. PREMISES. The **LANDLORD**, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the **TENANT** and upon the following terms and conditions, hereby rents to the **TENANT**, and the **TENANT** hereby hires and takes of and from the **LANDLORD**, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as **958 West Walnut Street, Compton, CA 90220**. The Premises are as outlined on Exhibit A together with:

- a. All improvements thereon and appurtenances thereto; and
- b. The continuous and uninterrupted right of **TENANT** and licensees, and their respective officers, employees, business invitees, customers and patrons, of access to and from the Premises over and across any part(s) of **LANDLORD'S** adjacent property which is not a part of the Premises for any purpose related to the use and enjoyment of the Premises;

but reserving and excepting to **LANDLORD** or **LANDLORD'S** authorized Agents free access to the demised Premises at all reasonable times for the purpose of inspection or for making necessary alterations, improvements or major repairs.

Section 2. TERM. The term of this Agreement shall be **on a month to month basis**, commencing **August 1, 2008**.

14.

Section 3. RENT. The **TENANT** shall pay to **LANDLORD** as rent for said Premises during the term hereof the sum of **ONE THOUSAND DOLLARS**, payable in monthly installments. Rental payments shall be due the first day of each and every month of the term hereof. Any payment not received by the **LANDLORD** by the fifth (5th) day of the month will be deemed late and a **late fee** (penalty) in the amount of **Twenty-Five Dollars (\$25.00)** will be charged.

Section 4. USE. **TENANT** is entitled to use said Premises for the uses and purposes contemplated for **TENANT'S** operation of a Professional Dog Training Center, which will include ten (10) dog kennels housed on the property, and the Center will be used as a tool to educate the citizens of Compton and help them become responsible dog owners.

Failure to continue the use hereinabove described may result in the termination of this Agreement in the manner described in **Section 13.**

Section 5. UTILITIES. **TENANT** agrees to pay for the installation, maintenance and servicing of all electricity, telephone, gas, water, and supplies for use in or upon the demised Premises during the term of this Agreement, or any extension or holdover period thereof.

Section 6. ASSIGNMENT AND SUBLETTING. **TENANT** agrees not to sublet the whole or any part of the Premises nor to assign this Agreement without in each case first securing the written consent of the **LANDLORD**, but the **LANDLORD** agrees not to unreasonably withhold consent to any such subletting or assignment. Any attempted assignment or subletting of this Agreement without the written consent of the **LANDLORD** constitutes fraud and shall be null and void.

Section 7. ALTERATIONS AND ADDITIONS. **TENANT** agrees not to make any alterations or additions in or on the Premises without first securing the written consent of the **LANDLORD**. **TENANT** further agrees to make such alterations only at such time as is

agreeable to the **LANDLORD**. **TENANT** shall construct **TENANT'S** improvements at its sole cost and expense, subject to review of **LANDLORD** of plans and specifications and **LANDLORD'S** consent.

LANDLORD agrees that except for structural alterations, the **TENANT** may remove, during or at the expiration or other termination of the term of this Agreement, or of any extension or holdover period thereof, as the case may be, trade fixtures, including machinery, equipment, furnishings and all other personal property placed or installed in or upon the Premises by the **TENANT** or under its authority. Any personal property, trade fixtures, alterations, improvements, or additions not removed by **TENANT** within thirty (30) days after the end of the Term shall automatically become the property of **LANDLORD**.

TENANT shall repair any damage to the Premises caused by **TENANT'S** removal of its personal property, trade fixtures, alterations, improvements, or additions.

Section 8. REPAIRS AND MAINTENANCE. **TENANT** agrees to repair and maintain at its own expense the grounds of the Premises, as is reasonable within the terms of this Agreement, and to return said Premises to **LANDLORD** in as good order, repair and condition as the same were in at the commencement of the Term, damage by fire and items covered by extended coverage insurance, unavoidable casualty, reasonable wear and tear, and **LANDLORD'S** failure to repair excepted. Any equipment, facilities or fixtures shall, at **TENANT'S** sole expense, be kept, repaired, maintained, replaced or added to, at all times by **TENANT** in good order and in sanitary and safe condition and repair and in accordance with all governmental requirements and insurance requirements. In the event that any of the items required to be maintained and repaired by the **TENANT** under the provisions of **Section 11**. herein are protected by warranties or guarantees, the **LANDLORD** shall be entitled to the full benefit of such protection as if it were the original purchaser thereof.

14.

LANDLORD shall maintain and promptly make all exterior repairs (including landscaping and common area maintenance) and replacements of a permanent character.

Section 9. INSURANCE. As a part of the execution of this Agreement, the **TENANT** shall furnish certificates substantiating the fact that it has taken out the specified insurance for the period covered by this Agreement with an insurance carrier acceptable to the **LANDLORD** under forms satisfactory to the **LANDLORD**. Each certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of ten (10) days after the **LANDLORD** shall have received notification of such cancellation or reduction by registered mail. Each certificate shall bear an endorsement naming the Community Redevelopment Agency of the City of Compton and its employees as additional insureds.

The **TENANT** shall present the insurance binder to the **LANDLORD** within three (3) calendar days after the acceptance of this Agreement. The **TENANT** shall not occupy the Premises until the **LANDLORD** has received and approved the required certification for the following policies:

- (a) Workman's Compensation Insurance to cover employees of the **TENANT** as required by Labor Code of the State of California.
- (b) Public Liability and Property Damage to protect against liability for damages on account of bodily injuries, including death resulting therefrom, in the sum of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** for one or more persons and for property damage resulting from any one accident which may arise from the operation of the **TENANT**.

Section 10. DAMAGE OR DESTRUCTION. **LANDLORD** agrees that should the demised Premises be so badly damaged by fire, incidents of war, earthquake, or other violent

action of the elements as to render them wholly unfit for **TENANT'S** occupancy, then this Agreement shall be terminated immediately upon the happening of any such event whereupon **TENANT** shall surrender the Premises and shall not be liable for any further rental and **LANDLORD** shall return any unearned rent paid in advance by **TENANT** calculated at a daily rate based on the regular yearly rental.

In the event of any lesser damage by any such cause, **LANDLORD** may restore the Premises to the condition it was in immediately prior to the event causing the damage, and the rental shall abate in proportion to the area not used by **TENANT** during the period of restoration. If **LANDLORD** should fail to pursue said restoration work with reasonable diligence to completion, **TENANT** at its sole option may surrender the Premises and shall not be liable for any further rental under this Agreement.

The **LANDLORD** shall not be in any way or to any extent liable for any loss or damage to any property at any time or within said rented Premises, whether occasioned by fire, water, or gas which may come or be therein or from any other cause whatsoever.

Section 11. CONDEMNATION. Should the tenant be required to vacate the Premises, it will not be eligible for relocation payments or other assistance under the Uniform Relocation Assistance Act or HUD regulation. The **TENANT** waives any and all rights to relocation benefits as specified in the Uniform Relocation Assistance Act of 1970 by its signature here:

By_____

Section 12. DEFAULT. **TENANT** agrees that if default shall be made in the payment of rent in the manner herein provided or in any of the covenants or agreements herein contained on the part of the **TENANT** to be kept and performed, it shall be lawful for the **LANDLORD** to declare said term ended and to terminate this Agreement upon the giving of

14.

thirty (30) days written notice. In addition thereto, **LANDLORD** shall have such other rights or remedies as may be provided for by law.

Section 13. CANCELLATION PROVISION. **TENANT** and **LANDLORD** shall each, alone, have the right to cancel this Agreement before its scheduled termination date provided that the canceling party has provided a thirty (30) day written notice to the other party.

Section 14. LANDLORD'S ACCESS. **TENANT** agrees to permit the **LANDLORD** or **LANDLORD'S** authorized agents free access to the Premises at all reasonable times for the purpose of inspection, showing prospective purchasers or lenders and making such alterations, improvements, additions or repairs to the Premises as necessary.

Section 15. DISCRIMINATION. The **TENANT** herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through him, that this Agreement is made and accepted upon the subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein Agreement nor shall the **TENANT** itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants.

Section 16. NOTICES. Notices desired or required to be given by this Agreement or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to the **LANDLORD** at:

14.

IN WITNESS WHEREOF, the **TENANT** has executed this Agreement, caused it to be duly executed, and **LANDLORD** by order to the Urban Community Development Commission has caused this Agreement to be executed on its behalf by its Executive Secretary.

Date _____

WOLFGANG RADER

Date _____

CHARLES EVANS
EXECUTIVE SECRETARY

Approved As To Form:

Date _____

LEGRAND H. CLEGG
CITY ATTORNEY

Date _____

ALITA GODWIN
CITY CLERK

April 28, 2008

Mr. Kofi Sefa-Boakye, Director
Community Redevelopment Agency
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Dear Sir:

Subject: Letter of Interest

INITIAL CONTACT

Please consider this Letter of Interest as my initial interaction with the Community Redevelopment Agency for basic concept approval.

DEVELOPMENT INTEREST

This is a proposal to lease and/or rent the vacant lot located on the Westside of Fire Station #4, 950 W. Walnut Street, Compton, California, for approximately \$800.00 per month, with the first two month rent in exchange for the preparation of the landscaping.

SCOPE OF DEVELOPMENT

The property is a vacant lot and the size is 65 feet wide and 254 feet long; there will be approximately ten (10) parking spaces. There will be ten (10) dog kennels measuring 5' x5'.

The developer plans to landscape the property by planting grass and shrubbery so that the site would have a park-like setting for curb appeal and beautification of the city.

The general purpose of this site will be the development of a professional dog training center. The center will educate the citizens of Compton and help them become responsible dog owners. The services will provide obedience and personal protection training, and provide services for local law enforcement K-9 handlers.

14.

Letter of Interest
Page 2

LOCATION / SITE PLANS

The identification number for this site is 7319-028-904 per the County of Los Angeles, Office of the Assessor, South District, 1401 East Willow Street, Signal Hill, CA 90755-3543.

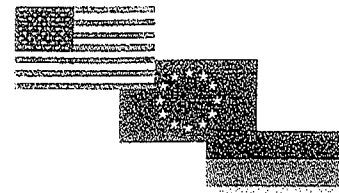
Please contact me, at your earliest convenience, regarding this matter.

Sincerely,

Wolfgang Reder
German K9 Expert, Inc.
1820 Torrance Blvd., Space 21
Torrance, CA 90501
(310) 469-1137



Wolfgang Rader
German K9 Expert, Inc.



RESUME

1820 Torrance Blvd
Torrance, CA 90501
Cell: 310.469.1137
Office: 310.320.5239
Wolfgang@Germank-9.com
www.Germank-9expert.com

In 1978 I joined a German Shepherd Schutzhund Club, Verein fuer Deutsche Schaeferhund Rems-Wieslauf starting as a helper with an old fashion dog trainer who taught me to interpret the dogs' behavior before I would start working with the dogs.

This meant I had to understand what situation the dog is in, the temperament of the dog, the mood of the dog, to learn how much courage the dog has, how much confidence the dog has and to find the correct way to push the dog to its limits.

Stress is always present – the dog has to be taught how to handle stress.

Very soon I discovered my talents in this area. Sensitivity, emotions and confidence all play a very important role. The dogs push you to get your fear under control.

At this time period all the dogs were only worked in defense and not so much in play drive.

Many times I have been bitten by dogs who have taken their job very seriously. In this way I learned that when I have been bitten by the dog and ignore my pain, show the dog no reaction, I frustrate the dog more and obtain better results than if I show the dog my pain and fight back. In this way I build more aggression in the dog.

In the other way, when I have a dog who has no confidence, no courage and no aggression, when I bring this dog to bite me and I show him my pain and fear and my insecurity, this makes this type of dog stronger and builds his confidence.

Soon other local Schutzhunde clubs with other dog breeds approached me to be the agitator and to build the dogs in protection – it became my specialty. This way I became acquainted with other dog breeds' temperament and how difficult it was to read the temperament in breeds other than German Shepherds.

I have found that in each breed there are excellent dogs but in my experience, when a Doberman goes into defense, he doesn't show you much aggression – while a Rottweiler when he goes stiff in his body language, licks his nose without opening the mouth, then, he is really dangerously serious.

14.

Then, there is the Malinois- who always works naturally in a high stress level and he is never trustworthy.

The Giant Schnauzer is an airhead and it is very difficult to get them focused.

Boxers are sweet nice family dogs who have limited possibilities for being a protection dog.

It was during this time I learned to change the way to work the dogs in protection. The breeding changes, the environment changes and the dogs have to be more socialized and there would be no more room for aggressive dogs. I work much more in play drive and in building a higher drive and it becomes more fun for the dogs to learn.

It was during this time that Schutzhund goes more to a sport and protection training was not so dangerous any more.

Also, at the time of these changes, it was very important that I know the old way, too.

In the '80's I worked with a lot of Rottweilers and was a member of the ADRK in Germany and had the opportunity to be the agitator at Schutzhund trials. In this way I met Mike Conley, three-time gold medal winner in track and field triple jump.

Mr. Conley owned and bred Rottweilers and asked me to work with him in the United States.

When I worked with Mr. Conley in Arkansas, more and more people came and asked me to work their dogs in protection. This developed into me being invited by Schutzhunde clubs in different states to conduct seminars.

In the 1990's I developed Schutzhund seminars that I gave all over the United States to private parties and police agencies.

My main focus in my seminars is to fix problems. The problems I came across in these seminars enabled me to gain unbelievable experience. The seminars gave me the opportunity to work with many characters and personalities and the opportunity to train dogs for the Bundessiegerprüfung and World Championship.

In the middle of the '90's, the German army (Bundeswehr) contracted out with private security companies to work at Germany's high level security bases. Because of my seminars, security companies approached me and asked me to train their security officers to become K-9 handlers. I started with the normal level security at army bases.

It was my responsibility to teach the K-9 handler to be perfect in handling his dog, his weapon and to uphold the Germany Army law. For example, training the handler to make the correct statements to the suspect, training the handler how to hold his weapon so he doesn't accidentally shoot his K-9 and at the same time has his K-9 under control while giving the suspect his rights, and most importantly in nanoseconds being able to correctly assess the situation properly.

Twice a year the army's judges conducted tests of my K-9 security teams. In a very short period of time I attained success with my security K-9 team training. Then, a major security company approached me and contracted me to train K-9 teams at top level Germany security bases.

During this period, the army bases required a greater skill from the K-9 handlers and their dogs. The handler had to be more flexible, more intelligent, and the K-9s had to have a higher level of quality.

My responsibility was to hire and fire K-9 handlers. Also, it was my responsibility to obtain the highest level of security in both the handlers and the K-9s.

The bases were equipped with the latest and the best electronic security systems. Every fence, door and window was connected to the system together with cameras.

I trained security officers who handled electronics, I had my K-9 teams and my responsibility was to bring harmony among the electronics, K-9 teams and army attack teams and to be trained so perfect that they knew what the abilities of each alarm was, for example to know the situation between an animal jumping on a fence and sending only a K-9 team to check it out and when there was a terrorist attack, to activate the German army attack team.

German Army generals came two to four times a year and put before for us the worst case scenario to test our abilities. My army base teams were 95% successful in competitions while other security companies were only 40 to 50% successful. It was because of this success that my security company received special credits from the German army. At this time the company had 8,000 workers and 400 dogs.

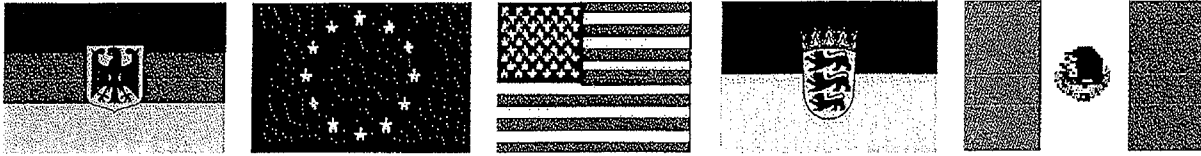
My jurisdiction covered Southern Germany and under my supervision were ammunition depots Kirrlach (top security); ammunition depot Breiten Gussbach (top security); NATO Radar Station, Lauda Konigshofen (top security); Special Training Camp, Calw; Material Outside Base, Urbach; Outside Base, Oberberken; Outside Base, Beuren;. At this time I had approximately 100 people and 70 dogs.

After completing my German Army contracts and reaching the top, I decided to live my dream – and moved to Southern California with my son.

In the year 2000, we opened a training facility in Los Angeles County and we trained and titled dogs for German Shepherd breeders. In some years we titled as many as 50 dogs from Schutzhund 1 to Schutzhund 3.

Then, Hollywood came to us wanting personal protection, home protection, and protection against carjacking --not all that different from my experiences in security training at German army bases and that is where my life is today.

14.



German K9 Expert, CA. U.S.A. Wolfgang Rader

1820 Torrance Blvd
Torrance, CA 90501
Office: 310.684.1407
Cell: 310.469.1137

Wolfgang@germank-9expert.com
www.germank-9expert.com

July 7, 2008

**To Whom It May Concern:
City of Compton**

Dear Sirs:

My name is Wolfgang Rader, and I am a professional K-9 dog trainer specializing in working dogs.

In the areas of:

Explosives, narcotics, protection, search and rescue, and eliminate bad behaving.

I want to open my business in the City of Compton. 958 Walnut Street. And offer the community behaving and rehabilitations courses for problems dogs

For law enforcement, I want to offer protection, narcotics, explosives, search and rescue courses.

And supply the police with k-9's and services dogs.

My courses teach the community how to take care of the dogs and how to behave them, how to controlled them, and how to socializing them. And teach the owners the care and the responsibility to own a dog.

This gives the public and the city of Compton the opportunity to solve problems in animal behaving.

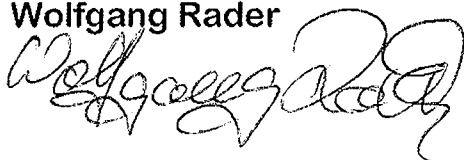
I would like to offer you, in the future, my expertise in the area of obtaining and training police K-9's team. My expertise and results are documented in the German Army (Bundeswehr). The German Army contracted out with private security companies to work at Germany's high-level security bases. I was approached and hired to train security officers in the German Army to become K-9 handlers and to obtain the highest level of security in both the handlers and the K-9s.

The bases were equipped with the latest and the best electronics security systems and they required the best K-9 teams. German Army generals came multiple times a year and the teams were tested on a "worst case scenario" to test their abilities. My teams were 95% successful in these competitions while other teams were only 40%-50% successful. It was because of my success that the security company I worked for received special credits from the German Army. At this time the company had 8,000 workers and 400 dogs.

My jurisdiction covered Southern Germany and under my supervision were ammunition depots Kirrlach (top security); Ammunition depot Breiten Gussbach (top security); Special Training Camp, Calw top security; Material outside Base, Urback; Outside Base, Oberberken; Outside Base, Beuren. At this time I had approximately 100 people and 70 dogs.

It will be my pleasure to serve and help the community and the law enforcement with my expertise, and looking forward to make long term business in the City of Compton.

Sincerely
Wolfgang Rader

A handwritten signature in cursive script, appearing to read 'Wolfgang Rader', written in dark ink.

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Carlos Bautista Jr.
11834 Grayling Avenue
Whittier, California 90604
June 5, 2008

To Whom It May Concern:

It is with great pleasure that I recommend Wolfgang Radar. I am currently a Police Canine Handler for the Garden Grove Police Department. I have known Wolfgang for a little over two years.

Wolfgang has always displayed a high degree of integrity, responsibility, and great knowledge in police, military and family protection dogs. He has volunteered many hours of his own personal time in attending my weekly K-9 trainings involving other Orange County police agencies. During those trainings, Wolfgang has taught us how to maintain the proper drive in police dogs as well as how to build the desire drive needed in our police dogs. He has also taken the time to instruct our agitators/decoys how to properly engage our police dogs as to not injure them as well as to bring out the best in our police dogs.

I have recently started my own dog obedience training on my free time. Wolfgang has been a great help to me in advising me on how to set up my training program. He has also been a great resource to help me, help my clients overcome behavioral issues with their dogs that I may still be to new at solving.

His good judgment and mature outlook ensure a logical and practical approach to his endeavors.

Wolfgang would be an asset to your city, and I am happy to give him my wholehearted endorsement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlos Bautista Jr.', with a stylized, cursive script.

Carlos Bautista Jr.

Derek Link
3248 Baffin Dr.
Riverside, Ca 92503
June 28, 2008

To Whom It May Concern:

I am writing this letter proudly recommending Wolfgang Rader. I am currently a Canine Handler for the Fountain Valley Police Department. I have known Wolfgang for over two years.

I can not explain how grateful I am for Wolfgang. He has a remarkable knowledge and experience with canines. He has taught me so much. He has done nothing but positive things for our Canine Unit. Wolfgang has volunteered several hours of his personal time, to work and train with my training group. Our training group consists of 5-8 police dogs, involving 4-5 different Orange County cities. Wolfgang has shown me and several others the proper way to train and understand our four legged partners. I know for a fact my partner, K-9 "Renzo", has become one of the most respected police dogs in Orange County. This would not be possible if it wasn't for Wolfgang.

It is a privilege to recommend Wolfgang and he would be a great asset to your city.

Sincerely,

Derek Link

14.

July 7, 2008

To Whom It May Concern:
City of Compton

My name is Henry S. Paredes, and I am writing this letter with the intend to help Mr. Wolfgang Rader in his desire to train dogs in city of Compton property.

My understanding as per our conversation dated July 7, 2008.
10:00am. The City of Compton is asking a price of \$1,000. (One Thousand) per month, on a month to month lease.

I have no problem in supporting Mr. Rader with money issues that the City might required. I am and writing to (financially) back up Mr. Rader interest in the property belonging to City of Compton. My experienced as General Manager of a very large company gives me the insight of responsibility in money matters. Paying bills on time, expenses and overhead. (Accounts Payable)

If I can be of any further assistance, please feel free to contact me at 310.328.6381

Respectfully
Henry S. Paredes

JAMES H. STOCKTON & Co.

1875 CENTURY PARK EAST, SUITE 600 • CENTURY CITY, CALIFORNIA 90067 (310) 407-5311

July 7th, 2008

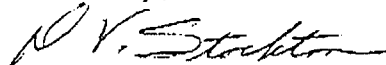
To Whom It May Concern:

Please be advised that HENRY S. PAREDES
has been employed by JAMES H. STOCKTON
& CO. for fifteen years, as our
General Manager.

Mr. Paredes is a competent, and most
conscientious, employee.

His annual salary is approximately
\$65,000.00, plus bonuses.

Sincerely,


D. V. STOCKTON

DVS:g

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER 24 OF THE COMPTON MUNICIPAL CODE BY
ADDING SECTIONS 24-1 THROUGH 24-3 RELATING TO PROPERTY
MAINTENANCE (PUBLIC NUISANCES)**

WHEREAS, the City of Compton is authorized by Article XI, Section 7 of the California Constitution to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council of the City of Compton has determined that the public health, safety and welfare of the residents of the City will be promoted and the environmental setting of the City will be maintained and improved through strict enforcement of laws pertaining to property maintenance.

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

Section 1. That Chapter 24 (Property Maintenance) of the Compton Municipal Code is hereby amended to add Sections 24-1 through 24-3 as follows:

24-1 FINDINGS.

The City Council of the City of Compton finds and determines as follows:

a. That the City of Compton has a history and reputation for well-kept properties and that the property values and the general welfare of this community are founded, in part, upon the appearance and maintenance of properties; and

b. That there appears a need for further emphasis on the maintenance of a number of premises in that certain conditions, as described hereinafter, have been found from place to place throughout the City; and

c. That the existence of such hereinafter described conditions are detrimental to the public health, safety and welfare of the residents of this City and contributes substantially and increasingly to the necessity for expenditures for protection against hazards and diminution of property values, prevention of crime and preservation of the public health, safety and welfare and the maintenance of police, fire and accident protection and that such problems are becoming increasingly direct and substantial in significance and effect, and that the uses and abuses of property as described herein reasonably relate to the proper exercise of the police power in the protection of health, safety and welfare of the public; and

d. That unless corrective measures are undertaken to alleviate such existing conditions and particularly to avoid future problems in this regard, the public health, safety and general welfare and specifically the property values and social and economic standards of this community will be depreciated; that the prosecution and abatement of such conditions will enhance the appearance and value of such properties rather than be a burden on the owners thereof and that the prosecution and abatement of such conditions will also appreciate the values and appearance of neighboring properties and benefit the use and enjoyment of properties in the general area and will improve the general welfare and image of the City; and that the abatement procedures set forth in this Chapter are reasonable and afford a maximum of due process and procedural guarantees.

24-2 **MAINTENANCE OF PROPERTY; NUISANCES.**

24-2.1 **Definitions.** As used in this Chapter:

- a. “Building” shall mean any permanently located structure enclosed on all sides by walls and having a roof.

- b. “Camper” shall mean a structure designed to be mounted upon a motor vehicle which provides facilities for human habitation and/or camping purposes.

- c. “City Manager” shall mean the City Manager of the City of Compton or the City Manager’s designee(s).

- d. “Major vehicle repair” shall mean the repair and/or replacement of an engine, transmission, power train, suspension, steering, or other major automotive body components, such as fenders or other major body parts in a car, van, truck, motorcycle, and/or other such vehicle.

- e. “Owner” shall mean any person(s) owning property, as shown on the latest equalized property tax assessment roll and/or property profile. For purposes of this Chapter, an owner shall also include a person(s) having actual or apparent charge or control of real property as a tenant, co-tenant, lessee, sub-lessee, or any other person with any right to possession of real property, or a lease or contractual obligation to maintain real property where a public nuisance exists on such property.

- f. “Person” shall mean any individual, partnership, corporation, association or other organization, however formed.

- g. “Property” shall mean all personal and real property within the City and shall include, in addition to any buildings and/or structures located on such property, fences, walls and any other manmade device included within the legal boundaries of the property under consideration.

- h. “Public Nuisance” shall mean any act or condition which poses a danger to the public health or safety, or is offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, including visual blight.

- i. “Recreational vehicle” shall mean a motor home, trailer, truck camper, with or without motive power, designed for human habitation for recreational use or a park trailer designed for human habitation for recreational or seasonal use.

- j. “Structure” shall mean any construction other than a building which requires location on the ground or which is attached to something having a location on the ground.

- k. “Trailer” shall mean a vehicle designed for carrying persons or property on its own structure and for being drawn by a motor vehicle.

- l. “Unreasonable period of time” shall mean, unless otherwise specified, placing or leaving personal property or other discarded items for a time period exceeding the maximum amount of time to correct, remove or abate property or a condition as provided in City and/or State laws.

m. "Visual blight" shall mean any unreasonable or unlawful condition or use of premises or of building exteriors which by reason of its appearance, as viewed at ground level from public streets or from neighboring premises, is detrimental to the property of others.

24-2.2 Conditions Which Are Declared Nuisance. It is unlawful and a public nuisance for any person owning, leasing, renting, occupying or having charge or control of any property in the City of Compton to maintain or to allow to be maintained, such property in such manner that any of the following conditions are found to exist thereon, except as may be otherwise allowed by this Municipal Code:

a. Any building on which the condition of the paint or roof covering has become so deteriorated as to permit decay, discoloration, excessive checking, cracking or warping so as to render the building unsightly or in a state of disrepair.

b. Broken windows constituting hazardous conditions and/or inviting trespassers and/or malicious mischief.

c. Overgrown vegetation, cultivated or uncultivated, which is likely to harbor rats, vermin or other nuisances, which constitutes a fire or health hazard, danger to the public health, safety or welfare or which causes detriment to neighboring properties or property values.

d. Trees or other vegetation obstructing visibility at an intersection, or which restrict or impede access to public use of adjacent sidewalks or streets, obstruct official traffic-control devices, or prevent access by city street sweepers cleaning streets. Sidewalk access is impeded when encroaching shrubbery, ground cover, tree branches and other such vegetation cause less than a minimum clear area of 5 feet in width and 8 feet in height to be available for sidewalk traffic.

e. Dead, decayed, diseased or hazardous trees, weeds and debris constituting unsightly appearance, dangerous to public safety and welfare, or detrimental to neighboring properties or property values.

f. Trailers, campers, recreational vehicles, boats and other mobile equipment, or parts thereof, accumulated and/or stored for an unreasonable period of time in yard areas or driveways visible from the public right-of-way.

g. Abandoned, wrecked, dismantled or inoperable automobiles, trailers, campers, recreational vehicles, boats or other mobile equipment, or parts thereof, accumulated and/or stored for an unlawful period of time in yard areas or driveways visible from the public right-of-way.

h. Any attractive nuisance dangerous to children and other persons, including abandoned, broken or neglected equipment, machinery, appliances, refrigerators and freezers, unfenced or otherwise unprotected pools, spas, ponds, and excavations.

i. Broken or discarded furniture and/or household equipment remaining in the front yard areas or side yard areas of corner lots for an unreasonable period of time and visible from the public right-of-way.

j. Clotheslines in front yard areas and/or side yard areas of corner lots and visible from the public right-of-way.

15.

- k. Lack of adequately maintained landscaping, turf, plant material, ground cover or pavement so as to prevent blowing of excessive dust and/or erosion.
- l. Animals, other than permitted under Chapter 30 of this Code.
- m. Open burning of trash, wood or other substances.
- n. Garbage or trash containers stored in front or side yards and visible from the public right-of-way except when placed in places of collection at the times permitted.
- o. Packing boxes, cardboard boxes, lumber, junk, trash, barrels, drums, salvage materials or other debris stored in yards and visible from the public right-of-way for an unreasonable period of time.
- p. Maintenance of property including, but not limited to building exteriors in such condition of deterioration or disrepair that the same causes appreciable diminution of the property values of surrounding properties or is materially detrimental to proximal properties and improvement. This includes, but is not limited to the keeping, storing, disposing of or the scattering over the property or premises any of the following:
 - 1. Lumber, junk, trash, debris or salvage materials;
 - 2. Abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers;
 - 3. Stagnant water or excavations;
 - 4. Any device, decoration, design, fence, structure or vegetation which is unsightly by reason of its condition or its inappropriate location;
- q. Maintenance of property so out of conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment or use or property values of such adjacent properties;
- r. Accumulation or storage of more than two (2) automobiles for sale on the property, unless authorized by law, whether public or private property;
- s. Major vehicle repair and/or dismantling on any vehicle or boat in a residential zone, where such activity can be seen from the street or sidewalk or neighboring properties. No vehicle or boat repair may be conducted in a customer parking lot serving an auto parts or other store.
- t. Maintenance of property in such a manner as to cause a hazard to the public by obscuring visibility of intersections;
- u. Maintenance of property in such condition as to be detrimental to the public health, safety or general welfare or in such manner as to constitute a public nuisance as defined by the California Civil Code Section 3480.

24-2.3 Declaration of Public Nuisance. Any premises, in whole or in part, found to be maintained in violation of the Section 24-2.2 is declared to be a public nuisance and may be abated by rehabilitation, correction, repair, demolition,

Ordinance No. _____

Page 5

removal or clearing pursuant to the procedures set forth herein. The procedures for abatement shall not be exclusive and shall not in any manner limit or restrict the City from enforcing other City ordinances or abating public nuisances in any other manner as provided by law.

24-2.4 **Authorization of City Manager.** The City Manager is authorized to administer the provisions of this Chapter. The City Manager may appoint one or more City officials or other designated individual(s) to act as his/her designee(s) in carrying out these responsibilities.

24-2.5 **Service of Notices and Orders.** Service of notices and orders required under this Chapter shall be upon the person owning the property as such person's name and address appears on the last equalized assessment roll and/or property profile, and upon any person in charge, control or possession of the premises. Notices shall be posted on the property and shall be given either by personal delivery or by depositing a copy of the notice in the United States mail, with postage thereon fully prepaid. If there is no such address, the notice may be mailed to the owner in care of the property address. Service by mail is complete at the time of deposit in the United States mail. Failure of any person to receive such notice shall not affect the validity of any proceedings hereunder.

24-2.6 **Abatement; Notice.** Whenever the City Manager or his/her designee(s) determine that any property within the City is being maintained in violation of the provisions of this Chapter, he/she shall give written notice thereof to the owner(s) of the property. The notice shall specify the condition or conditions to be corrected or remedied and may also set forth suggested methods of correcting the same and shall specify a reasonable period within which this must be accomplished.

24-2.7 **Abatement; Hearing.** If the owner fails, neglects or refuses to comply with the notice to correct said violation(s), the City Manager or his/her duly authorized designee who shall act as hearing officer, and who shall herein be referred to as the "Hearing Officer" shall conduct a public hearing to ascertain whether said violation(s) constitutes a public nuisance, the abatement of which is appropriate under the police power of the City. Notice of said hearing shall be served upon the owner thereof according to the provisions of this Chapter.

24-2.8 **Abatement; Notice of Hearing.** Notice of such abatement hearing shall be substantially in the following form:

**NOTICE OF HEARING TO DETERMINE EXISTENCE OF PUBLIC NUISANCE AND TO
ABATE IN WHOLE OR IN PART**

NOTICE IS HEREBY GIVEN that on the _____ day of _____, 2____, at the hour of _____, the Hearing Officer of the City of Compton will hold a public hearing in the Community Meeting Room of the Council Chambers of the Compton City Hall, located at 205 South Willowbrook Avenue, Compton, California, to ascertain whether certain premises situated in the City of Compton, State of California, known and designated as _____, in said City, and legally described _____ as

_____,
constitute a public nuisance subject to abatement by the rehabilitation of such premises or by the correction, repair, demolition, removal or clearing of buildings and/or structures situated thereon. If said premises, in whole or in part, are found to

constitute a public nuisance as defined by this Chapter, and if the same are not promptly abated by the owner, such nuisances may be abated by municipal authorities, and the costs of rehabilitation, repair, demolition, removal or clearing, plus incidental enforcement costs will be assessed upon such premises and such costs will constitute a lien upon such land until paid.

Said alleged violations consist of the following:

The methods of abatement available are:

All persons having any objection to or interest in said matters are hereby notified to attend the public hearing to be held on the _____ day of _____, 2____, at the hour of _____, when their testimony and evidence will be heard and given due consideration.

Dated this _____ day of _____, 2____.

By: _____

Title of City Official: _____

24-2.9 Abatement Hearing; Service of Notice. The City Manager or his/her designee(s) shall cause to be served upon the owner of the property a copy of the notice of hearing. The notice of hearing shall be served at least fifteen (15) days before the time fixed for the hearing. Proof of service of the notice may be made by declaration filed with the Hearing Officer.

24-2.10 Abatement by Owner Prior To Hearing. Any owner shall have the right to abate the nuisance in accordance with the notice of hearing to abate at his own expense, provided the same is done prior to the time that the matter is set for public hearing before the Hearing Officer. On receipt of notice from the property owner that the nuisance has been abated in this manner, the City Manager or his/her designee(s) shall cause the same to be inspected to verify compliance. If he/she finds that compliance has been achieved, he/she shall terminate the proceedings.

24-2.11 Abatement; Hearing Procedure.

a. At the time stated in the notice, the Hearing Officer shall hear and consider all relevant evidence, objections or protests, and shall receive testimony from owners, witnesses, City personnel and interested persons relative to the alleged public nuisance and to proposed rehabilitation, correction, repair, demolition, removal or clearing of the premises. The hearing may be continued from time to time. The hearing may be informally conducted and technical rules of evidence need not apply. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action in a California court of competent jurisdiction. Hearings held pursuant to this Chapter shall be recorded by a video or audio-recording device unless the City chooses to use a court reporter.

b. Upon the conclusion of such hearing, the Hearing Officer shall, based upon such hearing, determine whether the property, or any part thereof, as maintained, constitutes a public nuisance as defined herein. If the Hearing Officer finds that such public nuisance does exist and that there is sufficient cause to rehabilitate, correct, repair, demolish, remove or clear the same, the Hearing Officer shall prepare findings and an order requiring that the same be abated in a reasonable period of time as set forth in the findings and order making such determination. The order shall further inform the owner that the administrative and incidental costs and expenses incurred so far in abating the nuisance, and which are proved in accordance with Section 24-3.5, shall be assessed against the property and result in a lien until paid. The order shall also specifically direct the owner to abate the nuisance by rehabilitation, correction, repair, demolition, removal or clearing in the manner set forth in the order.

The order shall state that if the nuisance is not abated, it will be demolished, removed and/or cleared and abated by the City. The order shall state that the additional costs and expenses of removal and abatement by the City, including any additional administrative and incidental expenses, together with interest on the entire amount owing, will also be assessed and result in a lien upon the property until paid. The order shall set forth the time within which the work shall be commenced and completed. The order shall inform the property owners of their right to appeal the order ordering liability for incidental and administrative expenses incurred thus far, and ordering the abatement of a public nuisance, to the City Council pursuant to provisions herein. The determination of the Hearing Officer shall be final unless appealed to the City Council in the manner provided for in this Chapter. A copy of such determination ordering the abatement of the nuisance shall be served upon all the owners pursuant to Section 24-2.5 of this Chapter.

24-2.12 Appeal to City Council; Procedure.

a. Appeal: The owner of the property or premises affected by the decision of the Hearing Officer, or any interested party, including any member of the City Council or the City Manager, may appeal the decision of the Hearing Officer to the City Council by filing at the office of the City Clerk within fifteen (15) calendar days from the date of the service of such decision, a written, dated appeal containing:

1. A heading in the words: "Before the City Council."
2. A caption reading: "Appeal of _____" giving the names of all appellants participating in the appeal.
3. A brief statement setting forth the legal interest of each of the appellants in the property or the premises involved in the notice and order.
4. A statement in ordinary and concise language of the specific order or action protested, together with any material facts supporting the contentions of the appellant(s).
5. The signatures of all parties named as appellants and their official mailing addresses.
6. The verification of at least one (1) appellant as to the truth of the matters stated in the appeal.

b. Hearing on Appeal: As soon as practicable after receiving the written

appeal, the City Clerk shall set the matter for hearing before the City Council, which date shall be not less than ten (10) nor more than thirty (30) days following the filing of the appeal. Notice of the time and place of the hearing shall be given at least ten (10) days prior to the date of the hearing to each appellant by the City Clerk, either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his address shown on the appeal. Upon the receipt by the City Clerk of the written appeal, the Clerk shall prepare an administrative record which shall consist of a transcript of the proceedings before the Hearing Officer, copies of the written materials submitted at the hearing, if any, and a copy of the Hearing Officer's determination. The administrative record shall be provided to each member of the City Council. Continuances of the hearing may be granted by the City Council on the motion of either party for good cause shown or on the City Council's own motion. The hearing may be informally conducted and technical rules of evidence need not apply.

1. At the time of the hearing the City Council shall permit any interested person to present written or oral arguments relating to the appeal, but shall not permit the introduction of additional evidence unless a showing is made by the offering party that the evidence could not have reasonably been presented to the Hearing Officer at the time and place of that hearing, or the additional evidence is reasonably calculated to show that there has been a substantial change in the condition of the property since the time of the hearing held by the Hearing Officer.

c. Decision: Upon the conclusion of the hearing on such appeal, the City Council shall, by resolution either:

1. Terminate the proceedings and overrule the findings of the Hearing Officer;
2. Confirm the action and decision of the Hearing Officer; or
3. Modify the decision of the Hearing Officer.

In the cases of alternative (2) or (3), the resolution shall declare such property to be a public nuisance and order the abatement of the same by having such premises, buildings and/or structures rehabilitated, corrected, repaired, demolished, removed or cleared in the time, manner and means specifically set forth in said resolution. The decision of the City Council shall be served on appellant(s), and any person owning, leasing, occupying or having charge or possession of the premises by the City Clerk and shall contain a detailed list of needed corrections and abatement methods. The decision of the City Council shall be final and conclusive.

24-3 **NUISANCE ABATEMENT.**

24-3.1 **Abatement After Hearing.** Any property owner shall have the right to abate the public nuisance in accordance with the City Council's resolution ordering abatement, at his own expense, provided the same is done prior to the expiration of the time set forth in the resolution. Upon compliance with the resolution by the owner, the proceedings hereunder shall be deemed terminated. If such nuisance is not completely abated by the owner, as directed, within the time set forth in the resolution, then the City Manager shall cause the same to be abated by City forces or private contract. All expenses so incurred by the City in connection therewith, plus a ten percent (10%) charge for the City's administrative costs shall be charged to and become an indebtedness of the owner of such property, as well as a lien upon the affected property, as elsewhere provided in this Chapter.

Ordinance No. _____

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24-3.2 **Costs of Abatement.** If the nuisance is not completely abated by the owner as directed within the time frame established by the City Manager or his/her designee(s), or as said time frame may be modified on appeal to the Hearing Officer or City Council, all incidental enforcement costs incurred by the City in connection therewith shall be charged to and become an indebtedness of the owner of such property, except as provided below, as well as a lien upon the affected property whether or not the work is performed later by the City, by the owner or by others. "Incidental enforcement costs" include, but are not limited to the actual expenses and costs of the City in investigating the nuisance, obtaining title information, preparing notices and performing inspections.

24-3.3 **Abatement by City; Notice.** If the nuisance is not completely abated by the owner within the designated abatement period, the City Manager or such other City Official as may be designated by him/her shall serve notice on the owner of the affected property a notice of intent to abate nuisance which shall be substantially in the following form:

NOTICE OF INTENT TO ABATE NUISANCE

NOTICE IS HEREBY GIVEN that an inspection made of the premises or property known and designated as _____ was made on the _____ day of _____, 2____, and a determination made that the order to abate the nuisance at said premises or property by the Compton City Council on _____ had not been complied with. Abatement of said nuisance will be accomplished by either City forces or private contractor in accordance with the specifications attached hereto and costs of such abatement will constitute a lien upon said property until paid.

Notice is hereby given that said abatement will be undertaken ten (10) days after the date of this notice, and you are forthwith notified to remove from the area of your affected premises those articles you deem of value within said ten (10) day period of time. Articles removed from the premises in the accomplishment of said abatement will be held in storage for a period of thirty (30) days at _____. Any claim for articles removed may be made within said thirty (30) day period. Articles not claimed and removed from storage location within said thirty (30) day period will be discarded or will be sold if determined to have value.

A statement of costs incurred in the abatement with charges to be assessed will be mailed to you.

24-3.4 **Abatement by City; Costs; Hearing.**

a. When the City Manager causes the abatement of a public nuisance pursuant to the provisions of this Chapter, he/she shall keep an accounting of the cost thereof, including incidental expenses of such abatement on each separate lot or parcel of land where work is done and shall render an itemized report in writing to the City Council showing the costs of abatement and the rehabilitation, correction, repair, demolition, removal or clearing of said premises, buildings and/or structures, including any salvage value relating thereto; provided, however, before such report is submitted to the City Council, a copy of the same, together with a notice of the time when said report shall be heard by the City Council shall be mailed to owners, and any other interested person who requests notice, by United States mail or personal delivery and posted on the property for at least five (5) days prior to the City Council hearing for

confirmation. The term “incidental expenses” shall include, but not be limited to the actual expenses and costs to the City in the preparation of reports and notices, specifications and contracts, inspection of the work and costs of printing and mailing required hereunder.

b. At the time and place for receiving and considering the statement of costs, the City Council shall hear and pass upon the statement together with any objections or protests raised by any of the persons liable to be assessed for the cost of abating the nuisance. Thereupon, the City Council may make any such revision, correction or modification to the statement as it may deem just, after which the statement as submitted, or as revised, corrected or modified, shall be confirmed by resolution. Such hearing may be continued from time to time. The decision of the City Council shall be final.

24-3.5 Assessment of Costs; Lien. The total cost for abating such nuisance, as so confirmed by the City Council, shall constitute a special assessment against the respective lot or parcel of land to which it related and upon recordation in the office of the County Recorder of a Notice of Lien, as so made and confirmed, shall constitute a lien on said property for the amount of such assessment.

a. After such confirmation and recordation, a copy of the lien shall be filed with the assessor and tax collector of the county, in order that the county assessor may add the amounts of the assessments to the next regular tax bill levied against the respective parcel and, thereafter, the amounts shall be collected at the same time and in the same manner as provided for ordinary municipal taxes, and shall be subject to the same procedure for foreclosure and sale in case of delinquency;

b. After such recordation, the lien may also be foreclosed by judicial or other sale in the manner and means provided by law.

b. Such Notice of Lien for recordation shall be in the form substantially as follows:

**NOTICE OF LIEN
(Claim of City of Compton)**

Pursuant to the authority vested by the provisions of this Chapter of the Compton Municipal Code, the City Manager of the City of Compton did on or before the _____ day _____, 2____, cause the premises hereinafter described to be rehabilitated or the building and/or structure on the property hereinafter described, to be corrected, repaired, demolished, removed or cleared in order to abate a public nuisance on said real property hereinafter described; and the same has not been paid nor any part thereof; and that said City of Compton does hereby claim a lien on such rehabilitation, correction, repair, demolition, removal or clearing in the amount of said assessment, to wit: the sum of \$_____ ; and the same shall be a lien upon said real property until the same has been paid in full and discharged of record.

The real property hereinabove mentioned, and upon which a lien is claimed, is that certain parcel of land located in the City of Compton, County of Los Angeles, State of California, known as (street address) and legally described as follows:

(Description)

Ordinance No. _____

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Dated this _____ day of _____, 2____.

City Manager of the City of Compton

24-3.6 **Limitation of Filing Judicial Action.** An owner or other person who has an interest in the property aggrieved at any proceeding taken on appeal by the City Council in affirming, reversing or modifying in whole or in part either the order finding and ordering the abatement of a public nuisance or the order determining the cost of abatement must bring judicial action to contest such decision within thirty (30) days after the date of service of such decision of the City Council. Otherwise, all objections to such decision shall be deemed waived.

24-3.7 **Emergency Abatement.** Notwithstanding any other provision of this Chapter with reference to the abatement of public nuisances, whenever the City Manager or his/her authorized designee(s) determine that a property or any building and/or structure thereon is dangerous and constitutes an immediate threat to the health, safety or welfare of persons or property, he/she shall, without observing the provisions of this Chapter with reference to abatement procedures, immediately and forthwith abate such public nuisance. Where such condition exists, and the abatement is immediately required, a record of and a hearing to confirm the expenses and costs of abatement shall be held in the same manner that other abatement costs are recovered pursuant to this Chapter.

24-3.8 **Alternative Remedies.** It is the intent of the City Council that the provisions and procedures set forth in this Chapter shall not expressly or by implication repeal or supersede any other provisions or procedures of the Compton Municipal Code or any other applicable law on the same or related subject matters. This Chapter shall supplement existing procedures and will provide an alternative, nonexclusive procedure for the abatement of a nuisance. Nothing in this Chapter shall preclude or prohibit the City from resorting to any appropriate legal remedy, whether civil or criminal, in the abatement of nuisance, including any nuisance designated in this Chapter; and when such legal remedy is utilized, the administrative hearing and appeal procedures provided in this Chapter to determine the existence of a nuisance shall not be applicable.

24-3.9 **Criminal Prosecution.** Any violation of the provisions of this Chapter is a misdemeanor, and the notice, hearing, appeal and other administrative procedures contained in this Chapter shall not be a condition precedent to any criminal prosecution.

24-3.10 **Violations.**

a. No owner, lessee, occupant or other person having charge or control of any property shall fail to comply with any order of abatement served as provided by this Chapter.

b. No person shall remove any notice or order posted as required by this Chapter.

a. No owner, lessee, occupant or other person having charge or control of any property shall fail to vacate the property, building, structure or premises in accordance with an order of abatement provided in this Chapter.

15.

d. No person shall obstruct, impede or interfere with any representative of the City or with any person who owns, leases or occupies property, when any of them are lawfully engaged in proceedings required under this Chapter.

Section 2. That if any provision of this Ordinance is determined by any court of competent jurisdiction to be unconstitutional or otherwise invalid, such invalidity shall not affect the remaining provision of this Ordinance which can be implemented without the invalid provisions, and, to this end, the provisions of this Ordinance are declared to be severable.

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Municipal Law Enforcement Services, Building & Safety, Planning and Economic Development, Fire, City Controller and the Los Angeles County Sheriff's Department, Compton Station.

Section 4. That this Ordinance shall take effect thirty (30) days after its adoption.

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

ADOPTED this _____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on _____ day of _____, 2008.

///
///
///

Ordinance No. _____
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That said Ordinance was adopted by the following vote, to wit:

AYES:	COUNCIL MEMBERS –
NOES:	COUNCIL MEMBERS –
ABSTAIN:	COUNCIL MEMBERS –
ABSENT:	COUNCIL MEMBERS –

CITY CLERK OF THE CITY OF COMPTON

15.

July 15, 2008

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 24 OF THE COMPTON MUNICIPAL BY ADDING SECTIONS 24-1 THROUGH 24-3 RELATING TO PROPERTY MAINTENANCE (PUBLIC NUISANCES).**

SUMMARY

The City Council will consider an Ordinance that will amend Chapter 24 of the Compton Municipal Code to add property maintenance sections.

BACKGROUND

One of the many responsibilities of the Municipal Law Enforcement Services Department is to address specific public safety issues and assist with the enhancement of the visible appearance of our community.

The Department has identified the need for a Property Maintenance Ordinance that will assist with addressing some of the concerns and challenges that enforcement personnel are faced with daily.

STATEMENT OF THE ISSUE

The City of Compton has a history and reputation for well-kept properties. However, there appears to be a need for further emphasis on the maintenance of a number of premises in that certain conditions that are unsightly, unsanitary and/or unsafe have been found from place to place throughout the City.

In light of the fact that the existence of certain conditions on premises and/or property are inimical to the public health, safety and welfare of the residents of this City and contributes increasingly to the problems of the necessity for expenditures for protection against hazards and diminution of property values, prevention of crime and preservation of the public health, safety and welfare, corrective measures must be undertaken to alleviate such existing conditions and particularly to avoid future problems.

The purpose of this proposed ordinance is to address the concerns of health, safety, property and property values of the community by reason of inadequate maintenance, dilapidation, fire hazard, or damage. The prosecution and abatement of such conditions will enhance the appearance and value of such properties, will also appreciate the values and appearance of neighboring properties, benefit the use and enjoyment of properties in the general area and will improve the general welfare and image of the City.

FISCAL IMPACT

There is no financial impact.

RECOMMENDATION

It is the recommendation of staff that the City Council adopt the attached Ordinance amending Chapter 24 of the Compton Municipal Code.

CARL HOUSTON, DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES

CHARLES EVANS
CITY MANAGER

Attachmnts: Proposed Ordinance

CE:CH:ch:rar
staff report.amend cmc chapter 24.property maintenance control.mles.2007

July 15, 2008

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

RE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER I OF THE COMPTON MUNICIPAL CODE BY ADDING A NEW SECTION 1-7 TO ESTABLISH AN ADMINISTRATIVE CITATION PROGRAM FOR VIOLATIONS OF THE COMPTON MUNICIPAL CODE; RENUMBERING FORMER SECTIONS 1-7, 1-8, AND 1-9.**

SUMMARY

The City Council will consider adopting an Ordinance amending Chapter I of the Compton Municipal Code by renumbering Sections 1-7 (Continuation Clause), 1-8 (Repeal Clause), 1-9 (Maintenance of Code) and adding a new Section 1-7 establishing an Administrative Citation Program.

BACKGROUND

The Compton Municipal Code grants citation authority to City enforcement officers for specified Code provisions. Currently, an enforcement officer can issue either an infraction or misdemeanor notice to appear in court for violations of the Code. Many of the citations issued pertain to minor nuisances; such as trash containers stored in public view, commercial banners, accumulation of debris, outside storage of materials, poorly maintained landscaping and exterior surfaces in need of paint, just to name a few. Litigating relatively minor offenses can be a lengthy and costly process that does not always result in compliance.

STATEMENT OF ISSUE

California Government Code Section 53069.4 authorizes local agencies (i.e. City of Compton) by ordinance, to make any violation of any ordinance of the local agency subject to an administrative fine or penalty. The ordinance adopted by the governing body shall set forth the administrative procedures that govern the imposition, enforcement, collection and review of the administrative fines or penalties.

As an effective tool to obtain compliance, administrative citations are simple to administer and can be applied to a wide variety of code enforcement cases. The use of administrative citations is also cost effective with a reduction in overall

16.

Staff Report Re Ordinance Amending Chapter 1 – Add Administrative Citation Program July 15, 2008, Page 2

City personnel time. Adoption of an Administrative Citation ordinance will aid in obtaining code compliance in an expeditious manner, especially for minor offenses, thus enabling the City Attorney's Office and courts to focus on criminal prosecution of more serious code violations which may involve important health and safety concerns.

Some of the features of an Administrative Citation Ordinance are:

- **Ordinance procedures apply to a wide variety of violations.** The citations can be issued to compel compliance with a wide variety of code provisions dealing with zoning, building, fire and many other regulations within the Compton Municipal Code.
- **Covers conditions of approval associated with land use entitlements.** Citations can be issued to force compliance with conditions placed on discretionary land use approvals such as Conditional Use Permits and other City permits and licenses. Imposing a civil fine is an alternative to the more time-consuming and complex revocation procedures.
- **Control of fine amounts.** The City Council sets the amount of the fine for violations.
- **Cost Recovery.** The City will receive the entire amount of the fines collected, rather than receiving a minimal portion of the fines collected by the courts in criminal prosecutions for code violation citations issued by the City.
- **Built-in fine collection.** If a person issued an administrative citation chooses to contest the violation, the City must first receive a deposit of the full amount of the fine before an administrative hearing will be scheduled. There is a provision that allows waiver of the advance deposit if a person can show financial hardship.
- **Simple, informal administrative hearings.** An informal administrative hearing procedure is used to resolve contested citations in an expeditious manner.
- **Court appeals are short and inexpensive.** Although the recipient of the citation may appeal the decision of the administrative hearing officer to the Superior Court, the appeal process would end with that court. This process avoids the often costly and seemingly endless litigation that may

**Staff Report Re Ordinance
Amending Chapter 1 – Add
Administrative Citation Program
July 15, 2008, Page 3**

occur in criminal prosecutions, writ cases and nuisance abatement proceedings. The court makes its own “de novo” ruling on whether the person violated the code.

FISCAL IMPACT

The ordinance will allow for at least partial recovery of costs expended by the City to gain compliance with the Municipal Code requirements. Currently, the court retains the majority of funds collected for infraction and misdemeanor citations. Fines assessed and collected through use of an Administrative Citation Program will be retained by the City.

RECOMMEDATION

Staff recommends that the City Council adopt the attached Ordinance, which will amend Chapter I of the Compton Municipal Code by renumbering Sections 1-7 (Continuation Clause), 1-8 (Repeal Clause), 1-9 (Maintenance of Code) and adding a new Section 1-7 establishing an Administrative Citation Program.

**LEGRAND H. CLEGG II
CITY ATTORNEY**

**CHARLES EVANS
CITY MANAGER**

Staff report.amend ordinance.admin.citation.program.2008.mles
CH:LHCII:CE:RAR:rar

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 1 OF THE COMPTON MUNICIPAL CODE BY ADDING A NEW SECTION 1-7 TO ESTABLISH AN ADMINISTRATIVE CITATION PROGRAM FOR VIOLATIONS OF THE COMPTON MUNICIPAL CODE AND RENUMBERING FORMER SECTIONS 1-7, 1-8, AND 1-9.

WHEREAS, the City of Compton is authorized by Section 53069.4 of the California Government Code to enact an ordinance which makes any violation of any ordinance enacted by the City subject to an administrative fine or penalty; and

WHEREAS, it is imperative to secure compliance with all provisions of the Compton Municipal Code in that such compliance is a matter of local concern and serves important public purposes; and

WHEREAS, the City Council finds that there is a need for alternative methods of enforcement for violations of the Compton Municipal Code and that an appropriate method of enforcement for certain violations is an Administrative Citation Program; and

WHEREAS, the City Council further finds that instituting such a program will gain compliance with the provisions of the Compton Municipal Code in a timely and efficient manner, thus minimizing the expense and delay encountered when solely pursuing the responsible party(s) by civil or criminal prosecution.

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

Section 1. That Chapter 1 (General Provisions) of the Compton Municipal Code is hereby amended to renumber the current Section 1-7 (Continuation Clause) to the following:

1-8 CONTINUATION CLAUSE.

Section 2. That Chapter 1 (General Provisions) of the Compton Municipal Code is hereby amended to renumber the current Section 1-8 (Repeal Clause) to the following:

1-9 REPEAL CLAUSE.

Section 3. That Chapter 1 (General Provisions) of the Compton Municipal Code is hereby amended to renumber the current Section 1-9 (Maintenance of Code) to the following:

1-10 **MAINTENANCE OF CODE.**

Section 4. That Chapter 1 (General Provisions) of the Compton Municipal Code is hereby amended to add a new Section 1-7 (Administrative Citations) to read as follows:

1-7 **ADMINISTRATIVE CITATIONS.**

1-7.1 **Administrative Fines and Penalties for Violations of City Ordinances and Codes.** Every violation of a provision of this Code, the penalty for which is defined as an "infraction" or "misdemeanor," shall be subject to an administrative fine and/or penalty. The provisions of this Chapter relating to administrative fines and penalties are in addition to all other legal remedies, criminal or civil, which may be pursued by the City to address any violation of codes, ordinances, resolutions, mandates, regulations, rules or other laws adopted by the City, or other applicable state codes. Use of this Chapter shall be at the sole discretion of the City and nothing in this Chapter shall prevent the City from initiating a civil, criminal or other legal or equitable proceedings as an alternative to the proceedings set forth in the administrative fine and/or penalty provisions of this Chapter.

1-7.2 **Definitions.** As used in this Chapter:

- a. "Administrative Citation" shall mean the ticket issued to the Responsible Person who has violated a provision of the Municipal Code.
- b. "City" shall mean the City of Compton.
- c. "City Manager" shall mean the City Manager of the City of Compton or the City Manager's designee(s).
- d. "Continuing Violation" shall mean a building, plumbing, electrical or other similar structural or zoning violation which does not create an immediate danger to health or safety.
- e. "Enforcement Officer" shall mean any individual employed or otherwise charged by the City to enforce codes, ordinances, mandates, regulations, rules or other laws adopted by the City.
- f. "Hearing Officer" shall mean the person designated by the City Manager or his/her designee to determine the validity of an Administrative Citation after the person to whom the citation was issued requests a hearing.
- g. "Municipal Code" shall mean any codified or non-codified ordinance or law adopted by the City.
- h. "Responsible Person(s)" shall mean any individual, corporation, partnership, association or other group or combination of individuals acting as

an entity that creates, allows, causes, commits, continues, permits or maintains any violation of the Municipal Code.

i. “Transient Violation” shall mean a violation which is of a brief or nonpermanent nature and which can be remedied rapidly.

1-7.3 Administrative Citations. It shall be unlawful for any person to violate any provision of the Municipal Code.

a. Whenever an Enforcement Officer charged with the enforcement of any provision of the Municipal Code determines that a transient violation of that provision of the Municipal Code has been committed, the Enforcement Officer shall have the authority to issue an Administrative Citation to the person responsible for the violation.

b. Whenever an Enforcement Officer charged with the enforcement of any provision of the Municipal Code determines that a continuing violation of that provision has occurred, the Enforcement Officer shall provide a reasonable period of time, but no more than thirty (30) calendar days, for any person responsible for the continuing violation to correct or otherwise remedy the violation prior to imposition of administrative fines and/or penalties, when the violation pertains to building, plumbing, electrical or other similar structural or zoning issues that do not create an immediate danger to health or safety. If the citation contains a discretionary period of time in which to remedy the violation, and if the person cited provides proof to the City that the violation has been corrected or otherwise remedied within the period of time allotted for correction, then no fines or penalties shall be assessed and the Administrative Citation shall be deemed null and void.

c. Each Administrative Citation issued to a person shall contain the following:

1. The date of the violation.
2. The address or a legal description of the location where the violation occurred.
3. The section of the Municipal Code violated and a description of the violation.
4. A description of the action required to correct the violation.
5. The number of days provided to correct or otherwise remedy the violation prior to the imposition of fines and/or penalties, if applicable.
6. The amount of the fine and type of penalty assessed for the violation.

7. A description of the fine/penalty payment process, including a description of the time within which and the place to which the fine and/or penalty shall be paid.

8. An order prohibiting the continuation or repeated occurrence of the violation described in the Administrative Citation.

9. A description of the Administrative Citation review process, including the time within which the Administrative Citation may be contested and the place from which a request for hearing form to contest the Administrative Citation may be obtained.

10. The name and signature of the citing Enforcement Officer.

1-7.4 Service of Administrative Citations.

a. The Administrative Citation and all notices required to be given by this Chapter shall be served on the responsible party in accordance with the following:

1. Personal service; or
2. Certified mail, postage prepaid, return receipt requested. Simultaneously, the same notice may be sent by first class mail. The issuing officer shall utilize public records to determine a mailing address for the cited party. The date of mailing shall constitute the issuance date of a citation; or
3. Posting the notice conspicuously on or in front of the property. The date of posting shall constitute the issuance date of a citation.

b. Service by certified or first class mail in the manner described above shall be effective on the date of mailing.

c. The failure to receive any notice specified in this Chapter does not affect the validity of proceedings conducted hereunder.

Section 1-7.5 Amount of Fines and Penalties.

a. The amount of fines for violations of the Municipal Code imposed pursuant to this Chapter shall be established by resolution of the City Council. Where the violation would otherwise be an infraction, the administrative fine or penalty shall not exceed the maximum fine or penalty amounts for infractions set forth in subdivision (b) of Section 25132 and subdivision (b) of Section 36900 of the California Government Code.

b. Except with regard to violations that would otherwise be an infraction, fines shall be increased, in a manner established by resolution of the City Council, for subsequent repeat violations of the same or similar provisions of

this Municipal Code by the same responsible person within a twelve (12) month consecutive period from the date of the first violation.

c. The resolution establishing the amount of fines shall specify the amount of any late payment charges imposed for the payment of a fine after its due date.

Section 1-7.6 **Payment of Fines.**

a. All fines and penalties shall be paid to the City within thirty (30) calendar days from the effective date of the Administrative Citation. The effective date of an Administrative Citation shall be the date the citation is issued, unless the Enforcement Officer granted an opportunity for the person cited to correct the violation. Where a correction period has been granted, the effective date of the Administrative Citation shall be on the final date of the correction period, if the person has not corrected the violation.

b. Any Administrative Citation fine or penalty paid pursuant to Subsection (a) of this Section shall be refunded if it is determined, after hearing, that the person charged was not the person responsible for the violation or there was no violation as charged in the Administrative Citation.

c. Payment of a fine or penalty under this Chapter shall not excuse or discharge any continuation or repeated occurrence of a violation of the Municipal Code that is the subject of an Administrative Citation.

d. The City may use all available legal means to collect any past due fines, penalties and other costs related to issuing the Administrative Citations and collecting the fines and penalties, including, but not limited to contracting with collection agencies, filing liens and seeking judgments in court.

Section 1-7.7 **Requests for Administrative Hearing.**

a. Any person issued an Administrative Citation by an Enforcement Officer may contest that there was a violation of the Municipal Code or that he or she is the Responsible Party by completing a Request for Administrative Hearing form and returning it to the City Clerk's Office within fifteen (15) calendar days from the date of issuance of the Administrative Citation. The request shall include a detailed written explanation as to why the Administrative Citation is being contested. The Request for Administrative Hearing form may be obtained from the Department specified on the Administrative Citation or from the City Clerk's Office.

Ordinance No. _____

Page 6

b. The person to whom an Administrative Citation is issued shall deposit the amount of the fine and/or penalty specified on the Administrative Citation with the City Treasurer's Office at the time he/she returns the Request for Hearing form, or he/she shall submit notice that a request for an Advance Deposit Hardship Waiver has been filed pursuant to Section 1-7.8 of this Chapter. Fines that are deposited with the City while a citation is contested shall not accrue interest.

c. The person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) calendar days prior to the date of the hearing. The hearing shall be set for a date that is not less than fifteen (15) calendar days and not more than thirty (30) calendar days from the date that a completed request for administrative hearing is filed in accordance with the provisions of this Chapter.

d. No hearing shall be held unless and until the fine or penalty has been deposited with the City Treasurer's Office or an Advance Deposit Hardship Waiver has been issued. If the person contesting an Administrative Citation prevails in a challenge to the citation, the City shall within thirty (30) calendar days refund the full amount of the fine or penalty deposited.

Section 1-7.8

Advance Deposit Hardship Waivers.

a. Any person who intends to request an administrative hearing and is financially unable to make the advance deposit of the fine or penalty as required herein may file a request for an Advance Deposit Hardship Waiver. Advance Deposit Hardship Waiver forms are available from the Department specified on the Administrative Citation or from the City Clerk's Office.

b. A person may request an advance hardship waiver by completing an Advance Deposit Hardship Waiver form and returning the form to the City Clerk's Office. The request must be filed simultaneously with the request for a hearing.

c. The City Attorney or his/her designee may waive the requirement of an advance deposit and issue the advance deposit hardship waiver only if the applicant submits the required Advance Deposit Hardship Waiver form and a completed Financial Evaluation application, which may be obtained from the City Attorney's Office. The requirement for depositing the full amount of the fine or penalty shall be sustained unless or until the City Attorney makes the determination that it would be a significant financial detriment on the recipient of the Administrative Citation to deposit the full amount of the fine or penalty in advance of the hearing. The City Attorney shall serve written notice of the

16.

determination on the recipient of the Administrative Citation by first class mail. Service shall be deemed complete at the time the notice is deposited into the mail and addressed to the person at the address indicated on the

Ordinance No. _____
Page 7

Administrative Hearing Request form. The notice shall include a brief description of the reasons for the City Attorney's determination to issue or not issue the advance deposit hardship waiver. The written determination of the City Attorney shall be final.

d. If the City Attorney determines not to issue an advance deposit hardship waiver, the recipient of the Administrative Citation shall remit the deposit amount to the City Treasurer's Office within ten (10) days of service of that decision.

1-7.9 **Administrative Hearing Officer.** The City Manager shall designate the Hearing Officer for the Administrative Citation hearings.

1-7.10 **Administrative Citation Hearing Procedure.**

a. All hearings shall be held before the Hearing Officer.

b. At the hearing, all persons contesting the validity of an Administrative Citation shall be given the opportunity to testify and present evidence concerning the Administrative Citation. The party requesting the hearing may bring an interpreter to the hearing at his or her sole expense. The Hearing Officer may question any person who presents evidence or who testifies at any appeal hearing.

c. If the Enforcement Officer submits an additional written report concerning the Administrative Citation to the Hearing Officer, then a copy of this report shall be served on the person requesting the hearing by certified mail, return receipt requested at least five (5) calendar days prior to the date of the hearing. Service shall be deemed complete at the time the report is deposited into the mail and addressed to the person at the address indicated on the administrative hearing request form.

d. Failure of the party contesting the Administrative Citation to appear at the hearing shall constitute forfeiture of the fine and a failure to exhaust his/her administrative remedies.

e. The Administrative Citation and any additional report submitted by the Enforcement Officer shall constitute prima facie evidence of the respective facts contained in those documents.

f. The Hearing Officer may continue the hearing from time to time and provide the person with additional time in which to remedy the violation. In addition, the Hearing Officer may request additional information or evidence

from the Enforcement Officer or the recipient of the Administrative Citation prior to issuing a written decision.

Ordinance No. _____

Page 8

g. All hearings shall be recorded by a video or audio device, unless the City decides to utilize a court reporter. If a court reporter is not utilized, the City is not required to provide transcriptions of any hearings, but is required to make the video or audio tape(s) available to the person cited within thirty (30) days after the hearing. The City may charge a reasonable fee for reproducing the tapes. If a court reporter is utilized, the recipient of the Administrative Citation may obtain a copy of the transcript upon payment of any applicable reasonable fees or costs. The City may destroy such tapes or transcripts following the time during which any and all appeals of the Administrative Citation shall have been made.

h. The hearings need not be conducted in accordance with technical rules of evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action in a California court of competent jurisdiction. Oral evidence shall be taken only on oath or affirmation.

i. After considering all of the testimony and evidence submitted at the hearing, the Hearing Officer shall issue a written decision to affirm or cancel the Administrative Citation. The written decision shall include the Hearing Officer's findings for that decision, as well as information regarding the recipient's appeal rights to the courts. The recipient of the Administrative Citation shall be served with a copy of the Hearing Officer's written decision by certified mail, return receipt requested. The decision of the Hearing Officer shall be the City's final administrative decision.

j. If the Hearing Officer determines that the Administrative Citation should be affirmed, the fine and/or penalty amount on deposit with the City shall be retained by the City. In addition, the Hearing Officer shall assess the hearing costs associated with holding the hearing.

k. If the Hearing Officer determines that the Administrative Citation should be upheld, but the fine and/or penalty has not been deposited pursuant to an Advance Deposit Hardship Waiver, the Hearing Officer shall set forth in the decision a payment schedule for the fine and/or penalty as well as the hearing costs associated with holding the hearing.

l. If the Hearing Officer determines that the Administrative Citation was erroneously issued, the fine or penalty shall be deemed null and void and the City shall, within thirty (30) calendar days, refund the amount of the deposited fine or penalty. In addition, no hearing costs shall be assessed by the City.

16.

m. The employment, performance evaluation, compensation and benefits (if any) of the Hearing Officer shall not be directly or indirectly conditioned upon the amount or number of administrative fines upheld by the Hearing Officer.

Ordinance No. _____
Page 9

Section 1-7.11 **Recovery of Abatement Costs.** The Administrative Citation process described in this Chapter does not preclude the City from recovering any code violation abatement costs incurred by the City in performing its code enforcement efforts pursuant to this Code.

Section 1-7.12 **Right to Judicial Review.** Any person aggrieved by the administrative decision of a Hearing Officer may obtain review of the administrative decision by filing a petition for review in a court of competent jurisdiction in accordance with the time lines and provisions set forth in California Government Code Section 53069.4.

Section 5. That the City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 6. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Municipal Law Enforcement Services, Building & Safety, Planning and Economic Development, Fire, City Controller, City Treasurer and the Los Angeles County Sheriff's Department, Compton Station.

Section 7. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this _____ day of _____, 2008.

MAYOR OF THE CITY OF COMPTON

Ordinance No. _____
Page 10

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on _____ day of _____, 2008.

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

CITY CLERK OF THE CITY OF COMPTON

July 15, 2008

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY MANAGER

**SUBJECT: PUBLIC HEARING TO CONSIDER REVOCATION OF BUSINESS
LICENSE OF LZR COMPLETE AUTO REPAIR, 223 N. BULLIS
ROAD**

SUMMARY

Council will hold a public hearing to consider the revocation of the business license of LZR Complete Auto Repair, 223 N. Bullis Road.

STATEMENT OF THE ISSUE

Pursuant to Compton Municipal Code Sections 9-1.31a, 9-1.33 and 9-1.34, the City Council will hold a public hearing to consider revocation of the business license of LZR Complete Auto Repair, 223 N. Bullis Road.

BACKGROUND

On or about Sunday morning, January 20, 2008, at or about a quarter past 12 midnight, activity outside the scope of this business's auto repair certificate of occupancy resulted in multiple homicides, assaults with a semi-automatic handgun and attempted murders. See Exhibit "A."

The public has expressed concern related to the public safety relating to this auto repair business.

The California Constitution allows the City of Compton, a charter city, to provide for the local regulation of businesses.¹ The Charter for the City of Compton and the Compton Municipal Code both reserve to the City local police power to regulate businesses. Accordingly, a public hearing to determine whether a business license should be revoked where the business operated outside of its certificate of occupancy and such activity caused physical harm to the public at large is within the reasonable exercise of the City's local police power to regulate businesses and related to a legitimate governmental purpose. The public hearing affords the due process necessary in meeting the public's safety needs, as well as the development of the City. The public hearing is designed to promote public health, morals, safety and the general welfare of the community.

FINANCIAL IMPACT

The total estimated financial impact will be the potential loss of business sales tax revenue from this business unless and until another business is re-established in that location.

¹ Cal. Const. art. XI, §§ 5b & 7.

17.

RECOMMENDATION

Staff recommends that upon concluding the public hearing a Resolution be prepared and adopted following the decision of City Council.

Charles Evans
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON REVOKING THE BUSINESS LICENSE FOR LZR
COMPLETE AUTO REPAIR LOCATED AT 223 N. BULLIS ROAD
IN THE CITY OF COMPTON

WHEREAS, on July 15, 2008, the City Council held a duly noticed business license revocation public hearing pursuant to Compton Municipal Code Section 9-1.31a, 9-1.33 and 9-1.34 ; and

WHEREAS, after hearing testimony regarding allegations of misuse of the businesses Certificate of Occupancy and City Business License as well as hosting activities that posed a danger to the health, welfare and safety of the citizens of Compton; and

WHEREAS, the City Council of the City of Compton, after hearing and considering all testimony and documentation presented during the course of the hearing, did find that the business has acted outside of its Certificate of Occupancy and City Business License as well as poses a danger to the health, welfare and safety of the citizens of Compton.

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

Section 1. That LZR Complete Auto Repair, located at 223 N. Bullis Road, Compton, California, business license is hereby revoked.

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, M.L.E.S., the Compton Station of the Los Angeles County Sheriff's Department, and mailed to the business owner(s).

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

ADOPTED this _____ day of _____, 2008

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

17.

Resolution No. _____
Page 2

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this _____ day of _____2008.

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

AYES: COUNCIL MEMBERS
NOYES: COUNCIL MEMBERS
ABSTAIN: COUNCIL MEMBERS
ABSENT: COUNCIL MEMBERS

CITY CLERK OF THE CITY OF COMPTON

July 15, 2008

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY MANAGER

**SUBJECT: PUBLIC HEARING TO CONSIDER REVOCATION OF BUSINESS
LICENSE OF LZR COMPLETE AUTO REPAIR, 223 N. BULLIS
ROAD**

SUMMARY

Council will hold a public hearing to consider the revocation of the business license of LZR Complete Auto Repair, 223 N. Bullis Road.

STATEMENT OF THE ISSUE

Pursuant to Compton Municipal Code Sections 9-1.31a, 9-1.33 and 9-1.34, the City Council will hold a public hearing to consider revocation of the business license of LZR Complete Auto Repair, 223 N. Bullis Road.

BACKGROUND

On or about Sunday morning, January 20, 2008, at or about a quarter past 12 midnight, activity outside the scope of this business's auto repair certificate of occupancy resulted in multiple homicides, assaults with a semi-automatic handgun and attempted murders. See Exhibit "A."

The public has expressed concern related to the public safety relating to this auto repair business.

The California Constitution allows the City of Compton, a charter city, to provide for the local regulation of businesses.¹ The Charter for the City of Compton and the Compton Municipal Code both reserve to the City local police power to regulate businesses. Accordingly, a public hearing to determine whether a business license should be revoked where the business operated outside of its certificate of occupancy and such activity caused physical harm to the public at large is within the reasonable exercise of the City's local police power to regulate businesses and related to a legitimate governmental purpose. The public hearing affords the due process necessary in meeting the public's safety needs, as well as the development of the City. The public hearing is designed to promote public health, morals, safety and the general welfare of the community.

FINANCIAL IMPACT

The total estimated financial impact will be the potential loss of business sales tax revenue from this business unless and until another business is re-established in that location.

¹ Cal. Const. art. XI, §§ 5b & 7

17.

RECOMMENDATION

Staff recommends that upon concluding the public hearing a Resolution be prepared and adopted following the decision of City Council.

Charles Evans
City Manager



City of Compton

OFFICE OF THE CITY ATTORNEY

LEGRAND H. CLEGG II
City Attorney

(310) 605-5582
Fax: (310) 763-0895

GIVE OUR REF. NO
IN REPLYING PLEASE

NOTICE OF HEARING TO CONSIDER REVOCATION OF BUSINESS LICENSE

Pursuant to Compton Municipal Code Sections 9-1.31a, 9-1.33 & 9-1.34

Attention: LZR Complete Auto Repair
223 N. Bullis Road, Compton, CA 90220
Jose A. Zepeda, Donato Ruiz & Daniel Espino

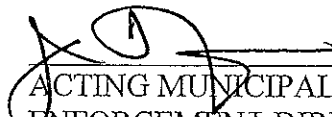
You are hereby notified that City Council for the City of Compton intends to consider the revocation of your business license pursuant to Compton Municipal Code Sections 9-1.31a, 9-1.33 & 9-1.34 on **Tuesday, July 15, 2008, at 7:15pm at the City Council Chambers located at 205 S. Willowbrook Ave Compton, California 90220**. The City Council upon its own motion, in reliance on advice from the City Attorney of Compton, as well as the Acting Municipal Law Enforcement Services Director and the City Manager, have determined that LZR Complete Auto Repair and its owners shall show cause why the business license should not be revoked based the non-related business activity resulting in violence and/or gun shot victims on or about January 20, 2008, as described on the attached County of Los Angeles Sheriff's Department Incident Report, attached hereto as Exhibit "A," wherein such non-business related activity occurred outside the scope of the business's certificate of occupancy.

DATED:

7/8/08

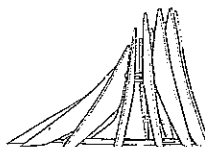

CITY ATTORNEY

DATED:


ACTING MUNICIPAL LAW
ENFORCEMENT DIRECTOR

DATED: 7-9-08


CITY MANAGER



COMPTON CITY HALL

205 South Willowbrook Avenue Compton, California 90220

EXHIBIT "A"

17.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
INCIDENT REPORT

FILE COPY

A TRADITION OF SERVICE

DATE 01-20-08 PAGE 1 OF 11

ACTION: ☒ ACTIVE ☐ INACTIVE ☐ PENDING		NON-CRIMINAL ☐	# OF ADULT ARRESTS ☐	# OF SUBJECT DETENTIONS ☐	URN # 0 01215 2426 011	RETENTION YEAR SEQUENTIAL	REPORTING DISTRICT	STAT CODE
CLASSIFICATION 1 / LEVEL / STAT CODE MURDER 187(a) D.C. / F / 011					SEX OFFENSE ☐ YES ☒ NO			
CLASSIFICATION 2 / LEVEL / STAT CODE ATTEMPTED MURDER 664-187(a) PC / F / 051					CONFIDENTIAL			
CLASSIFICATION 3 / LEVEL / STAT CODE ASSAULT WITH A SEMI AUTOMATIC HANDGUN 245(B) PC / F / 051					NON-PERSONAL (GUNS, KNIFE, ETC) ☐ PERSONAL (HANDS, FEET, FIST, ETC) ☐ INJURY ☐ Male ☐ Minor ☐ None			
DATE, TIME, DAY OF OCCURRENCE 01-20-08, 0014 HRS SUNDAY					PRINTS REQUESTED ☒ BY SGT RAMIREZ		VICTIM 177	
LOC. OF OCCURRENCE 228 N. BULLIS RD COMPTON 90220					BGS, NAME LZR AUTO REPAIR		NON-CRIMINAL ☐	

CODE: V - VICTIM • W - WITNESS • I - INFORMANT • R - REPORTING PARTY • P - PARTY

CODE # of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age
V 1 8	JUAREZ	MIGUEL	N.M.N.	M	H		09-21-95	24
RES. ADDR. 5030 SANTA ANA ST BELL 90201				VICTIM OF OFFENSE(S) (CLASSIFICATION) #:		RES. PHONE (Area Code) 323 771 1340		
BUS. ADDR. LAURA WARE (MOTHER) (310) 991-435				ENGLISH SPEAKING ☒ YES ☐ NO		BUS. PHONE (Area Code)		
CODE # of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age
V 2 4	CONCEPCION	ANTHONY	JOHIV	M	H		04-02-90	17
RES. ADDR. 9720 KIRKINGTON AV TOWNH 90240				VICTIM OF OFFENSE(S) (CLASSIFICATION) #:		RES. PHONE (Area Code) (562) 622 9959		
BUS. ADDR. STUDENT AT WARREN HIGH SCHOOL BOWAY				ENGLISH SPEAKING ☒ YES ☐ NO		BUS. PHONE (Area Code)		
CODE # of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age
V 3 9	GARCIA	JOSE	N.M.N.	M	H		10-07-99	19
RES. ADDR. 3242 PALM AV. LYNWOOD 90262				VICTIM OF OFFENSE(S) (CLASSIFICATION) #:		RES. PHONE (Area Code) (310) 462-2315		
BUS. ADDR.				ENGLISH SPEAKING ☒ YES ☐ NO		BUS. PHONE (Area Code)		

CODE: S - SUSPECT • SJ - SUBJECT • M - PATIENT • SV - SUSPECT / VICTIM • SJ / V - SUBJECT / VICTIM

CODE # of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age
S 1 5	UNKNOWN							
RES. ADDR.				ZIP				DRIVER'S LICENSE (STATE & No.)
BUS. ADDR.				ZIP				BUS. PHONE (Area Code)
SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age
M	H							
CHARGE				WHERE OBTAINED OR CITE #				
AKA				BOOKING #				
CODE # of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age
S 2 5	UNKNOWN							
RES. ADDR.				ZIP				DRIVER'S LICENSE (STATE & No.)
BUS. ADDR.				ZIP				BUS. PHONE (Area Code)
SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age
M	H							
CHARGE				WHERE OBTAINED OR CITE #				
AKA				BOOKING #				

VEHICLE #	SUSPECT STATUS	☒ IMPOUNDED ☐ STORED ☐ OUTSTANDING	LICENSE (STATE & No.)	YEAR	MAKE	MODEL	BODY TYPE	COLOR
	VICTIM		CA 5HGR 781	03	CIVIC	MONTE CARLO	2 DR	W
REGISTERED OWNER			IDENTIFYING FEATURES			CHP 180 SUBMITTED: ☒ YES ☐ NO		
						GARAGE NAME & PH		

BY DEP.	EMPLOYEE #	VACATION DATES	DEP.	EMPLOYEE #	VACATION DATES
MENDOZA, T	502141	NONE	MENDOZA, A	465544	01-28/02-03-09
STATION	UNIT / CAR #	SHIFT	APPROVED	EMPLOYEE #	DATE
COMPTON	247H	EM'S	SGT MOFFET	288309	1/20/08 1715
VICTIM DESIROUS OF PROSECUTION ☒ YES ☐ NO			ASSIGNMENT		
			HOMICIDE		
HQ NOTIFICATION REQ: ☐ YES ☒ NO			SPECIAL REQUEST DISTRIBUTION		
SUSP / SUBJ RELEASE APPROVED BY			TT BIC BY		
			MENDOZA, T		
PCD SUBMITTED: ☐ YES ☒ NO			DATE		
			01-20-08 1230		
TIME			SECTY.		

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
INCIDENT REPORT CONTINUATION

URN: 006-01215-2826-011

PAGE 2 OF 11

CLASSIFICATION #	/ LEVEL / STAT CODE
CLASSIFICATION #	/ LEVEL / STAT CODE
CLASSIFICATION #	/ LEVEL / STAT CODE

VEHICLE #	SUSPECT	STATUS	☒ IMPOUNDED	LICENSE (STATE & No.)	YEAR	MAKE	MODEL	BODY TYPE	COLOR
#	VICTIM	☐ STORED	☐ OUTSTANDING	CA 41P22684 01	01	CHEVY	SEBRING	4DR	BLK
REGISTERED OWNER				IDENTIFYING FEATURES			GARAGE NAME & PH.		
							YES ☒ NO ☐		

CODE: V - VICTIM • W - WITNESS • I - INFORMANT • R - REPORTING PARTY • P - PARTY

CODE	# of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age	
V	4	MARTINEZ	MANUEL	M	M			08-15-86	19	
RES. ADDR.					CITY					ZIP
1514 N. WILLOW AV. COMPTON					90220					
BUS. ADDR.					CITY					ZIP
UNKNOWN										
VICTIM OF OFFENSE(S) (CLASSIFICATION) #					RES. PHONE (Area Code)					Day Phone
# 2 # 3 #					(610) 498-3111					X
ENGLISH SPEAKING					☒ YES ☐ NO					Day Phone
CODE	# of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age	
V	5	MAGIAS	CESAR	M	M			12-25-88	19	
RES. ADDR.					CITY					ZIP
11417 CARSON DR APT 40 LYNWOOD					90260					
BUS. ADDR.					CITY					ZIP
VICTIM OF OFFENSE(S) (CLASSIFICATION) #					RES. PHONE (Area Code)					Day Phone
# 2 # 3 #					310 609-1512					→
ENGLISH SPEAKING					☒ YES ☐ NO					Day Phone
CODE	# of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age	
V	6	SANCHEZ	ADOLFO	M	M			06-15-87	20	
RES. ADDR.					CITY					ZIP
3535 MULBERRY AV BALDWIN PARK										
BUS. ADDR.					CITY					ZIP
UNKNOWN										
VICTIM OF OFFENSE(S) (CLASSIFICATION) #					RES. PHONE (Area Code)					Day Phone
# 2 # 3 #					(626) 939-0711					X
ENGLISH SPEAKING					☒ YES ☐ NO					Day Phone

CODE: S - SUSPECT • SJ - SUBJECT • M - PATIENT • SV - SUSPECT / VICTIM • SJ / V - SUBJECT / VICTIM

CODE	# of	LNAME	FNAME	MNAME	DRIVER'S LICENSE (STATE & No.)					
S	3	UNKNOWN								
RES. ADDR.					CITY					ZIP
BUS. ADDR.					CITY					ZIP
SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age		
M	H									
CHARGE					WHERE DETAINED OR CITE #					
AKA					MONIKER					BOOKING #
CODE	# of	LNAME	FNAME	MNAME	DRIVER'S LICENSE (STATE & No.)					
S	4	UNKNOWN								
RES. ADDR.					CITY					ZIP
BUS. ADDR.					CITY					ZIP
SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age		
M	H									
CHARGE					WHERE DETAINED OR CITE #					
AKA					MONIKER					BOOKING #
CODE	# of	LNAME	FNAME	MNAME	DRIVER'S LICENSE (STATE & No.)					
S	5	UNKNOWN								
RES. ADDR.					CITY					ZIP
BUS. ADDR.					CITY					ZIP
SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age		
M	H									
CHARGE					WHERE DETAINED OR CITE #					
AKA					MONIKER					BOOKING #

17.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
INCIDENT REPORT CONTINUATION

URN: 008-01215-2426-011

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CLASSIFICATION #	/ LEVEL / STAT CODE
CLASSIFICATION #	/ LEVEL / STAT CODE
CLASSIFICATION #	/ LEVEL / STAT CODE

VEHICLE # <i>N/A</i>	SUSPECT	STATUS	☐ IMPOUNDED	LICENSE (STATE & No.)	YEAR	MAKE	MODEL	BODY TYPE	COLOR
#	VICTIM	☐ STORED	☐ OUTSTANDING	IDENTIFYING FEATURES			CHP 180 SUBMITTED:	GARAGE NAME & PH.	
REGISTERED OWNER							☒ YES ☐ NO		

CODE: V - VICTIM • W - WITNESS • I - INFORMANT • R - REPORTING PARTY • P - PARTY

CODE	# of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age
V	7	HERNANDEZ	ANTONIO	N.M.N.	M	16		10-02-94	19
RES. ADDR.		CITY		ZIP	VICTIM OF OFFENSE(S) (CLASSIFICATION) #:			RES. PHONE (Area Code)	Day Phone
9172 HETTY ST		FONTANA		92336	2.3.1				
BUS. ADDR.		CITY		ZIP	ENGLISH SPEAKING			BUS. PHONE (Area Code)	Day Phone
UNKNOWN					☒ YES ☐ NO				
CODE	# of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age
V	8	OBIEDO	RUBIN	N.M.N.	M	14		04-19-92	15
RES. ADDR.		CITY		ZIP	VICTIM OF OFFENSE(S) (CLASSIFICATION) #:			RES. PHONE (Area Code)	Day Phone
9733 SPROUD AV. WHITTIER				90605	2.3.1			(562) 698-3838	
BUS. ADDR.		CITY		ZIP	ENGLISH SPEAKING			BUS. PHONE (Area Code)	Day Phone
UNKNOWN					☒ YES ☐ NO				
CODE	# of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age
RES. ADDR.		CITY		ZIP	VICTIM OF OFFENSE(S) (CLASSIFICATION) #:			RES. PHONE (Area Code)	Day Phone
					# # # # #				
BUS. ADDR.		CITY		ZIP	ENGLISH SPEAKING			BUS. PHONE (Area Code)	Day Phone
					☐ YES ☐ NO				

CODE: S - SUSPECT • SJ - SUBJECT • M - PATIENT • SV - SUSPECT / VICTIM • SJ / V - SUBJECT / VICTIM

CODE	# of	LNAME	FNAME	MNAME	DRIVER'S LICENSE (STATE & No.)				
RES. ADDR.		CITY		ZIP	RES. PHONE (Area Code)				
BUS. ADDR.		CITY		ZIP	BUS. PHONE (Area Code)				
SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age	
CHARGE							WHERE DETAINED OR CITE #		
AKA				MONIKER			BOOKING #		
CODE	# of	LNAME	FNAME	MNAME	DRIVER'S LICENSE (STATE & No.)				
RES. ADDR.		CITY		ZIP	RES. PHONE (Area Code)				
BUS. ADDR.		CITY		ZIP	BUS. PHONE (Area Code)				
SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age	
CHARGE							WHERE DETAINED OR CITE #		
AKA				MONIKER			BOOKING #		
CODE	# of	LNAME	FNAME	MNAME	DRIVER'S LICENSE (STATE & No.)				
RES. ADDR.		CITY		ZIP	RES. PHONE (Area Code)				
BUS. ADDR.		CITY		ZIP	BUS. PHONE (Area Code)				
SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age	
CHARGE							WHERE DETAINED OR CITE #		
AKA				MONIKER			BOOKING #		

REPORT CONTINUATION NARRATIVE

URN 008-01215-2426-011

AT THE INDICATED DATE/TIME WE RESPONDED TO BULLIS RD NORTH OF COMPTON TBL, COMPTON IN RESPONSE TO AN ASSISTANCE REQUEST FROM DEPUTY MILLER (UNIT 2450/PM) REGARDING SHOTS BEING FIRED AT THE LOCATION (SEE DEPUTIES' MILLER AND SMATHERS REPORT UNDER THIS SAME URN).

UPON OUR ARRIVAL, WE SAW A MH/JUVENILE (LATER IDENTIFIED AS V/OBIEDO) LYING ON THE SOUTHWEST CORNER OF BULLIS RD AND COMPTON TBL WITH HIS HEAD POINTED WEST AND FEET POINTING EAST. WE SAW THAT HE WAS SUFFERING FROM AN APPARENT GUNSHOT WOUND TO HIS LEFT STOMACH. DEPUTY RUIZ (UNIT 281T2/EM) ASSISTED US WITH CONTACTING V/OBIEDO COMPTON FIRE DEPARTMENT ENGINEER WHO RESPONDED

REPORT CONTINUATION NARRATIVE

URN 004-01215-2826-011

UNDER THE DIRECTION OF CAPTAIN COLLIER
AND TRANSPORTED V/OBIEDO TO LONG BEACH
MEMORIAL HOSPITAL (2801 ATLANTIC AV,
LONG BEACH, 90406 (562) 933-1400) WHERE
HE WAS TREATED BY ER DOCTOR GORRIAL
UNDER PATIENT # 11190620-001. V/OBIEDO
WAS UNABLE TO GIVE US A STATEMENT.
DEPUTY FRENCH (UNIT 244H/CH) ACCOMPANIED
V/OBIEDO TO THE HOSPITAL. SEE SUPPLEMENTAL
REPORTS UNDER THIS SAME URN BY
DEPUTIES TRUIZ AND FRENCH, RESPECTIVELY.

WE ALSO SAW A MALE HISPANIC ADULT
(LATER IDENTIFIED AS V/MARTINEZ) WHO WAS
WALKING ON THE 200 BLOCK OF N. BULLIS RD.
WE SAW HE WAS SUFFERING FROM AN APPARENT
GUNSHOT WOUND TO HIS RIGHT CHEEK. TOWNSEY
FIRE/PARAMEDIC SQUAD 645 RESPONDED
AND TRANSPORTED V/MARTINEZ TO HARBOUR
GENERAL HOSPITAL (1000 W. CARSON ST,
LOS ANGELES 90024 (310) 825-2112) WHERE

REPORT CONTINUATION NARRATIVE

URN 009-01 215-2426-011

HE WAS TREATED BY ER DOCTOR SQUIRER
UNDER PATIENT # 2407114. V/MARTINEZ WAS
UNABLE TO GIVE US A STATEMENT.

DEPUTIES BROWN AND ESSEX ACCOMPANIED
V/MARTINEZ TO HARBOR GENERAL HOSPITAL
(1000 W. CARSON ST LOS ANGELES 90024 (310) 425-2112)
SEE DEPUTIES BROWN AND ESSEX'S SUPPLEMENTAL
REPORT UNDER THIS SAME URN.

WE ALSO SAW THREE MALE HISPANIC ADULTS
(LATER IDENTIFIED AS V/GARCIA, V/HERNANDEZ
V/JUNREZ). WHO WERE LYING ON THE
EAST DRIVEWAY IN FRONT OF 223 N. BULLIS RD.
(DUBA LZR AUTO REPAIR). THE THREE VICTIMS
WERE LYING ON THEIR BACKS WITH THEIR
HEADS POINTED IN A NORTHWEST DIRECTION
AND THEIR FEET POINTED IN A SOUTHWEST
DIRECTION. V/GARCIA WAS SUFFERING
FROM MULTIPLE GUNSHOT WOUND TO
HIS HEAD AND BODY. COMPTON FIRE DEPARTMENT

REPORT CONTINUATION NARRATIVE

URN 008-01215-2926-011

ENGINE 44 RESPONDED UNDER THE DIRECTION OF CAPTAIN CRESWELL AND TRANSPORTED V/GARCIA TO HARBOR GENERAL HOSPITAL (1000 W. CARSON ST. LA. 90024 (310) 425-2112) WHERE HE WAS TREATED BY ER DOCTOR GRUNANDER UNDER PATIENT 240710. DEPUTIES ESSER AND TROWN (UNIT 2954/EM) ACCOMPANIED V/GARCIA TO THE HOSPITAL. V/HERNANDEZ WAS SUFFERING FROM A GUN SHOT WOUND TO HIS HEAD. COMPTON FIRE DEPARTMENT ENGINE 44 RESPONDED UNDER THE DIRECTION OF CAPTAIN CRESWELL AND TRANSPORTED V/HERNANDEZ TO ST. FRANCIS MEDICAL CENTER (3630 IMPERIAL HW. LYNWOOD 90262 (310) 900-4525) WHERE HE WAS TREATED BY ER DOCTOR SHEPARD UNDER PATIENT # 001029190. DEPUTY FENDER (UNIT 2926/EM) ACCOMPANIED V/HERNANDEZ TO THE HOSPITAL. V/JUARRE WAS SUFFERING FROM APPARENT GUNSHOT WOUNDS TO THE RIGHT SIDE OF HIS BACK, LEFT BUTTOCKS, LEFT NECK, RIGHT THIGH, GROIN, AND BACK OF HEAD. COMPTON

REPORT CONTINUATION NARRATIVE

URN 008-01215-2926-011

FIRE DEPARTMENT ENGINE 442 RESPONDED UNDER THE DIRECTION OF CAPTAIN COLLIER AND TRANSPORTED V/JUAREZ TO ST. FRANCIS MEDICAL CENTER (3630 IMPERIAL HWY, LYNWOOD 90262 (310) 900-4525) WHERE HE WAS LISTED AS "DEATH IMMINENT" ^{T34 ER} DOCTOR MILLER UNDER PATIENT # 001029192. DEPUTY FENDER ACCOMPANIED V/JUAREZ TO THE HOSPITAL. BOTH VICTIMS WERE UNABLE TO GIVE US A STATEMENT. SEE SUPPLEMENTAL REPORTS UNDER THIS SAME URM T34 DEPUTIES FENDER AND MORENO.

WHILE ON SCENE, OUR DESK (2900/EM) ADVISED US VIA RADIO THAT OTHER GUNSHOT VICTIMS TRANSPORTED THEMSELVES TO THE HOSPITAL PRIOR TO OUR ARRIVAL. WHILE AT THE HOSPITAL, DEPUTY FRENCH RECOVERED A BULLET FRAGMENT FROM V/GONZALEZ'S SOCK. HE RETAINED IT

REPORT CONTINUATION NARRATIVE

URN 008-01215-2926-011

IT UNTIL HE GAVE IT TO US. SEG
SUPPLEMENTAL REPORT BY DEPUTY FRENCH
IN REGARDS TO V/GONZALEZ AND DEPUTY
MORENO'S SUPPLEMENTAL IN REGARDS
TO V/MACIAS.

DEPUTIES RAFFAELLI AND BEN SAHILLE (UNIT 281D/AM)
RESPONDED TO OUR LOCATION, CANVASSED
FOR WITNESSES/EVIDENCE AND SECURED THE
SCENE. SEG SUPPLEMENTAL REPORT BY
DEPUTIES RAFFAELLI AND BEN SAHILLE
UNDER THE SAME URN

HOMICIDE DETECTIVES GURZMAN AND
ZIMWALL RESPONDED TO OUR LOCATION
AND TOOK COMMAND OF THE SCENE.
DETECTIVES ADVISED DEPUTY LAWLER (UNIT 287A/D)
TO IMPOUND TWO VEHICLES (2003 CHEVY

17.

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REPORT CONTINUATION

NARRATIVE

URN

008-01215-2426-011

MONTÉ CARLO WHITE V.I.N #
2G1WX15K239232639 AND A SEBRING
VIN# 1C3EL46K1N536375) THAT WERE
PARKED ON THE EAST PARKING LOT OF
223 N. BULLIS RD AS EVIDENCE (HELD FOR
PRINTS) SEE CHP 180'S BY DEPUTY LAWLER
UNDER THIS SAME URN. FORENSIC SPECIALIST
WATSON AND DEPUTY JAMES ALSO
RESPONDED TO OUR LOCATION TO DOCUMENT
THE SCENE AND COLLECT EVIDENCE.
WE GAVE THE EXPENDED BULLET
FRAGMENT TO EVIDENCE SPECIALIST WATSON.

SEE SUPPLEMENTAL REPORTS UNDER THIS
SAME URN FOR FURTHER INFORMATION.

MAJOR INCIDENT LOG ATTACHED.

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
164624	7/03/08	Pacific Coast Waste	Waste Management Services for June Requested By: Water Department	\$541,261.82
164717	7/08/08	D 3 Equipment	Parts for City Fleet Vehicles Requested By: P. W./Maintenance	\$358.47
164745	7/08/08	Swayzer's Inc	Maintenance for Medians Requested By: P.W./Maintenance	\$23,740.69
164613	7/03/08	G and H Security	Security Service Maintenance Yard 458 S. Alameda Requested By: P.W./Maintenance	\$12,600.00
164679	7/08/08	S.E.T. Construction	Removal/Installation of Sidewalks Requested By: P.W./Maintenance	\$24,900.00

I hereby certify that the above demands in the amount of \$602,860.98 were approved at a regular meeting of the City Council and reject _____ as of July 15, 2008.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on July 15, 2008 allowed the above demands.

Alita Godwin
City Clerk

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
164812	7/10/08	Enterprise Fleet Svcs	Equipment for new fleet	\$252,352.94
Requested By: P.W./Maintenance				
164803	7/10/08	Brown & Riding Ins.	Insurance renewal for Property & Earthquake Vehicles	\$453,721.88
			Excess Liability for Public Entities	\$338,035.00
Requested By: City Attorney				

I hereby certify that the above demands in the amount of \$1,044,109.82 were approved at a regular meeting of the City Council and reject _____ as of July 15, 2008.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on July 15, 2008 allowed the above demands.

Alita Godwin
City Clerk