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

COMPTON CITY COUNCIL
AGENDA
09/06/2022
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. JUNE 28, 2022
   JUNE 30, 2022 (Recessed)
   JULY 5, 2022

CITY FIRE DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE) AND WILLIAM KALVIKOV DBA FIRE APPARTATUS SOLUTIONS FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS ($100,000.00)

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH INSPIRON LOGISTICS, LLC FOR AN EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM FOR THE CITY ($12,590.00)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT ($90,000.00)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH LORNA MENDOZA, RN TO PROVIDE NURSE EDUCATOR SERVICES FOR THE COMPTON FIRE DEPARMENT AND ESTABLISH A PURCHASE ORDER ($39,990)

CITY MANAGER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR PAYMENT OF THE CITY'S MEMBERSHIP DUES TO GATEWAY CITIES COUNCIL OF GOVERNMENTS ($28,350)

HUMAN RESOURCES

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE AMENDMENT TO THE CLASSIFICATION PLAN BY ADOPTING AMENDED CLASSIFICATION SPECIFICATIONS FOR OFFICE ASSISTANT III

PUBLIC WORKS DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS), THE 91/605/405 MAJOR CORRIDOR STUDY AND THE ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY FOR FISCAL YEAR 2022-2023 IN AN AMOUNT NOT TO EXCEED FIFTY ONE THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND SEVENTY NINE CENTS ($51,551.79)

REGULAR AGENDA

CITY MANAGER'S REPORT

9. A REQUEST TO SCHEDULE A PUBLIC HEARING TO ADOPT THE CTY'S 2020 URBAN WATER MANAGEMENT PLAN (UWMP) (October 4, 2022 at 5:45 p.m.)

10. A REQUEST TO SCHEDULE A PUBLIC HEARING TO ADOPT THE CITY'S 2020 WATER SHORTAGE CONTINGENCY PLAN (WSCP) (October 4, 2022 at 6:00 p.m.)

11. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - CONGRESSIONAL BLACK CAUCUS, WASHINGTON DC - SEPTEMBER 28 - OCTOBER 2, 2022 (APPROXIMATELY $2,273.95 per person, excluding per diem)

NEW BUSINESS

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2022-2023 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $122,445.00 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2019-2020

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE ONE SENIOR CIVIL ENGINEER AND ADD ONE ASSOCIATE CIVIL ENGINEER, ONE PUBLIC WORKS INSPECTOR AND ONE ADMINISTRATIVE ANALYST I POSITION AND TRANSFER FUNDS BETWEEN VARIOUS ACCOUNTS

14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING REPORTING PROGRAM, CHANGE OF ZONE CASE NO. 2020-004, A REQUEST TO CHANGE THE ZONING OF 501-545 EAST COMPTON BOULEVARD, 601-625 EAST COMPTON BOULEVARD, 112 NORTH WILLOW AVENUE AND 107 NORTH SANTA FE AVENUE FROM LIMITED COMMERCIAL (CL) AND PARKING/HIGH DENSITY RESIDENTIAL (PRH) TO SPECIFIC PLAN (SP) AND ADOPT THE 501-601 EAST COMPTON BOULEVARD SPECIFIC PLAN (First Reading)

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING REPORTING PROGRAM AND ORDERING THE VACATION OF A SECTION OF NORTH WILLOW AVENUE, 40 FEET BY 135 FEET, LOCATED ON THE NORTH SIDE OF EAST COMPTON BOULEVARD (STREET VACATION NO. 2020-03)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR FISCAL YEAR 2022-2023 FOR TWO MILLION SIX HUNDRED FORTY THOUSAND DOLLARS ($2,640,000)

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OHC PROPERTY ADVISORS FOR A FIXED ASSETS VALUATION AND AUTHORIZING A PURCHASE ORDER IN THE AMOUNT OF NINETY-TWO THOUSAND THREE HUNDRED ($92,300)

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EADIE PAYNE LLP FOR IRS PAYROLL TAX AUDIT REPRESENTATION AND TAX POSITION RISK ASSESSMENT, AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF $60,000, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE IRS FORM 2848 APPOINTING POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE TO ROMA L. SCOTT AND FRANK ZABALETA OF EADIE AND PAYNE LLP ONLY FOR REPRESENTATION BEFORE THE IRS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 9/13/2022 @ 5:30 PM

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

JUNE 28, 2022

The Compton City Council meeting was called to order at 5:38 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent – None

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, T. Thomas

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LABOR NEGOTIATOR Agency negotiators: Jabari Willis, Thomas Thomas, and Triphenia Simmons Employee organizations: SEIU Local 721 Pursuant to Government Code Section 54957.6 ***(Closed Session Cancelled)***

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION Demesne Corporation, et al. v. City of Compton, LASC Case No. BC706202 Michael Fletcher, et al. v. City of Compton, LASC Case No. BC670866 Pursuant to Government Code Section 54956.9(a) (***Closed session cancelled)***

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Johnnie Walker addressed the City Council regarding a house on the 1500 block of Tucker Street, indicating that people are living in the house that is totally gutted and condemned. Ms. Walker reported that the occupants are stealing water, noting that for the third time, someone came into her back yard during the early morning hours. The Compton Sheriffs have between called and they do respond, however, nothing changes. Ms. Walker stated that she is fearful for her life and requested that the City take action to eradicate this dangerous nuisance, or she will take legal action against the City.

Versalle Lewis also addressed the illegal activity taking place in a home on South Tucker Street. Mr. Lewis stated that the occupants of an abandoned structure are using illegal drugs such as crystal meth and stealing catalytic converters and committing various other illegal activities. Mr. Lewis urged the City Council to work in conjunction with the Sheriffs and other agencies to address this problem.

Tom Malloy, Owner of Trent Shoring-206 N. Central Avenue, raised concerns that he offered to pay millions of dollars for the property next to his business, however, the property was ultimately acquired by the Olson Company for substantially less than his original financial offer. Mr. Malloy raised concerns that the City has continued to negotiate with the Olson Company to build low-income housing on the lot adjacent to his business location costing the taxpayers millions of dollars in lost revenue for the residents. Mr. Malloy further commented that he has requested legal documents from the City which he has not received and further indicated that he will hire legal representation to acquire the public documents.

Heath Durbin, College of Instrument and Technology (CIT), spoke in support of his proposal to help the citizens of the community by utilizing the parking lot at 700 N. Bullis Road for a school. Mr. Durbin requested a meeting with the City Manager to discuss his proposal.

Benjamin Holifield, President/Founder of the Compton Business Chamber stated that there is a lack of communication between the local businesses and the City, and further stated that the freeway closure is detrimental to the businesses. Mr. Holifield stated that the people of the community must be informed of what is taking place in the City and added that the City must have a business advisory committee.

Anthony Lewis, CIT, wished to offer a brief presentation regarding CIT's proposal and requested the opportunity to discuss the program in detail with the City Manager and Staff.

Tony Branson, President of the Compton Fire Fighter's Association, informed the City Council that the Compton Fire Fighters have been operating without a contract for over 3 years, and there are no active negotiations between the Union and the City of Compton. Mr. Branson further noted that many of the Fire Fighters were exposed to Covid-19 and contracted the disease and took it home to their families; however, the Fire Fighters did not receive Heroes' pay compensation from the City. Mr. Branson requested the Council's assistance in securing a contract with the Compton Fire Fighter's before the year ends.

Brother Zaafir greeted the City Council and community and explained some of the ideology and practices of the Muslim community and further offered his assistance to the Compton community. Brother Zaafir urged the City to utilize drones to combat illegal activity in the City.

Jonathan Enayati addressed the City Council relative to the closure of Studio 60 by City administration. Mr. Enayati requested that his business be afforded the opportunity to operate in the City of Compton by providing the Studio with a certificate of occupancy.

Moises Ledesma commented that he worked for Studio 60 and requested that the City Council allow the Studio to operate.

Hareld Durbin, College of Instrument and Technology (CIT), requested that the City Manager review the proposal to use the back parking lot at 700 N. Bullis road which would be an ideal location for his college which will provide a hands-on training facility for the residents. Mr. Durbin indicated that 700 N. Bullis Road would be an excellent location to operate a school as they have done in the past.

Marcia Durbin, CIT, requested that the City Council permit CIT to move back into the City to train Compton residents.

Maria Villareal, CEO Latino Chamber of Commerce, commented that at a previous meeting she informed the City Council and community that the Chamber has a program to provide computers for the residents, however, the Chamber's office was vandalized and burglarized. Ms. Villareal indicated that the Latino Chamber was unfairly removed from 700 N. Alameda and alleged that they have been discriminated against; however, she will continue to provide assistance to the residents and businesses of Compton.

Adriana Hernandez, Latino Chamber of Commerce, indicated that the Chamber can have a powerful impact and advocate for the residents and the businesses of the community. Ms. Hernandez also indicated that the Latino Chamber would like to work harmoniously with the City to make certain that businesses of all sizes are successful. Ms. Hernandez asked the City Council what is necessary for the City to take the Latino Chamber of Commerce seriously and assist them in providing services to the entire community.

Dr. Michael Tankersley spoke in support of providing new technology to the youth of the community and discussed developing beehive technology to improve the City of Compton.

Lynn Boone raised concerns that there were several Sheriff's Deputies inside the Council Chambers, instead of patrolling the streets and serving the community. Ms. Boone further commented that the majority of the City Council were not elected by the people but appointed without the proper procedure. Ms. Boone commented that there is no diversity on the City Council and further alleged that the Councilmembers are not serving the entire community.

David B. Austin commented that he has been requesting that the City address the blinking red lights on Palmer and Alameda. Mr. Austin further suggested that the City add a left-hand turning signal at the location, which will be safer for the people crossing the street.

PUBLIC HEARING - AN APPEAL REQUEST TO DEVELOP A 60-UNIT GATED CONDO COMMUNITY AT COMPTON BOULEVARD AND KEMP AVENUE (Items 12-16)

On motion by Darden, seconded by Spicer, the public hearing was opened at 6:39 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

Robert Delgadillo, Planning Department, stated that in this matter before the City Council, the applicant, City Ventures, is requesting approval of the following applications to create a gated 60 unit attached condominium project located at 930 West Compton Boulevard. This property is also a Housing Successor agency owned site. The applicant is requesting approval for the following applications:

1. Mitigated Negative Declaration (CEQA Compliance)
2. General Plan Amendment (MDR to GC)
3. Change of Zone (Remove the Parking Zone)
4. Conditional Use Permit (To develop 60 units in a CL Zone)
5. Tentative Tract Map 82807 (To create 60 condominiums)

Mr. Delgadillo further indicated that on May 11, 2022, the Planning Commission heard the case and denied the Conditional Use Permit (CUP) request and recommended denial of the remaining applications. Therefore, the CUP request represents an appeal of the Planning Commission's decision. The approval or denial of the other applications resides with the City Council.

Mr. Delgadillo presented an aerial view of the property in question is located on Compton Boulevard near Kemp Street. The present General Plan land use designation of Medium Density Residential does not allow the density proposed by the City Ventures project. The Medium Density land use designation limits density to 17 units per acre, whereas the proposed General Commercial land use designation permits up to 29 units similar to the existing Limited Commercial zoning of the site. The proposed change to General Commercial will bring the General Plan land use designation in line with the density permitted by the Limited Commercial zoning and permit the proposed project density of 25 units per acre.

Mr. Delgadillo presented an aerial map of the location in question and stated that each condominium home will be three floors with an attached two-car garage and a private porch-balcony. The garage will be a combination of two car conventional and tandem designs. Ten units are reserved as affordable units and added that primary residential access will be from two gated driveways on 151st Street. The Fire Department has reviewed the site plan and approved the project but requested the provision of an emergency access at the northwest corner of Compton Boulevard and Dwight Street and added that the Fire Department has no other concerns.

Mr. Delgadillo reported that pursuant to Section 30-26.5(k) of the Compton Municipal Code, the City Council shall render its decision on the appeal within thirty days after conclusion of the appeal hearing and has the power to:

1. Affirm the decision of the Planning Commission; or
2. Amend the decision of the Planning Commission; or
3. Overturn the decision of the Planning Commission; or
4. If in the opinion of the Council, the matter requires further consideration, refer the matter back to the Planning Commission for further consideration (without a decision by the Council) with any recommendations the Council may desire.

Mr. Delgadillo indicated that Staff recommends approval of:

1. Mitigated Negative Declaration No. 951
2. General Plan Amendment 2021-001
3. Change of Zone Case Number 2021-003
4. Tentative Tract Map No. 82807 Case Number 2021-001

AUDIENCE COMMENTS REGARDING THE PUBLIC HEARING

Kim Prijatel, Applicant - City Ventures, offered a presentation regarding the proposed project and further requested that the City Council approve the project in an effort to provide critical housing for the residents of Compton.

Anthony Lewis raised concerns that the traffic will be problematic if the project was approved and urged the City Council to consider the likelihood that earthquakes would create a dangerous situation with 3-story units.

Benjamin Holifield stated that the area is too congested for a development of this type and added that the City must increase businesses and beautify the City prior to allowing anymore developments.

Lynn Boone questioned the size of the proposed 60 units and the site acreage and further questioned the number of units that would be labeled as 'affordable.'

Fidel Marquez suggested that the City Council respect the decision of the Planning Commission and improve the City's infrastructure and assist the residents**.**

There being no further comments, it was moved by Spicer, seconded by Duhart, the public hearing was closed at 7:16 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

Councilman Bowers urged the City Council to follow the recommendation of the Planning Commission and deny the applications.

Councilmember Spicer raised concerns relative to whether the proposed development would satisfy all the Americans with Disability Act (ADA) accommodations.

Mr. Delgadillo indicated that the proposed project is in full compliance with all ADA requirements.

Councilmember Duhart questioned whether the developer surveyed the surrounding community for their input relative to the project.

Ms. Prijatel stated that City Ventures hosted several community meetings and also sent notices to the surrounding radius of the residents notifying them of the proposal. Ms. Prijatel also indicated that she attended a few Business Roundtable meetings in Compton.

Councilmember Darden questioned the Developer regarding whether the proposed guest parking spots met all the necessary requirements for a development of this size. Ms. Prijatel indicated that the number of guest parking proposed for this project satisfies all requirements.

Mayor Sharif questioned why the project was denied by the Planning Commission.

Mr. Delgadillo replied that the Planning Commission voted to deny the CUP and to not recommend approval of the project. Mr. Delgadillo noted that the Planning Commission had concerns that the intersection of Kemp and Compton may become too congested, and they also had safety concerns relative to the project.

WAIVER OF THE AGENDA ORDER

On motion by Darden, seconded by Duhart, the agenda order was waived by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING MITIGATED NEGATIVE DECLARATION 951 AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING GENERAL PLAN AMENDMENT CASE NO. 2021-001, RELATING TO A REQUEST TO CHANGE THE LAND USE DESIGNATION FROM MIXED USE (MU) TO GENERAL COMMERCIAL (GC) FOR THE PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD

On motion by Duhart, seconded by Spicer, **Resolution Number 25,683** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING MITIGATED NEGATIVE DECLARATION 951 AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING GENERAL PLAN AMENDMENT CASE NO. 2021-001, RELATING TO A REQUEST TO CHANGE THE LAND USE DESIGNATION FROM MIXED USE (MU) TO GENERAL COMMERCIAL (GC) FOR THE PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Darden, Sharif**
NOES: **Council Members – Bowers**
ABSENT: **Council Members – None**

13. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING MITIGATED NEGATIVE DECLARATION 951 AND MITIGATION MONITORING PROGRAM AND APPROVING CHANGE OF ZONE CASE NO. 2021-003 REMOVING THE PARKING (P) ZONING CLASSIFICATION AND ZONING THE SITE 100% LIMITED COMMERCIAL (CL) FOR THE PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD (First Reading)

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

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

On motion by Darden, seconded by Duhart, the Ordinance entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING MITIGATED NEGATIVE DECLARATION 951 AND MITIGATION MONITORING PROGRAM AND APPROVING CHANGE OF ZONE CASE NO. 2021-003 REMOVING THE PARKING (P) ZONING CLASSIFICATION AND ZONING THE SITE 100% LIMITED COMMERCIAL (CL) FOR THE PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD'** was placed on first reading by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Darden, Sharif**
NOES: **Council Members – Bowers**
ABSENT: **Council Members – None**

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OVERTURNING THE DECISION OF THE PLANNING COMMISSION AND ADOPTING MITIGATED NEGATIVE DECLARATION NO. 951 AND MITIGATION MONITORING PROGRAM AND APPROVING CONDITIONAL USE PERMIT CASE NO 2021-008 RELATED TO A REQUEST BY THE CITY VENTURES COMPANY TO DEVELOP A GATED 60-UNIT ATTACHED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 2.45 ACRE LOT LOCATED AT 930 WEST COMPTON BOULEVARD

On motion by Spicer, seconded by Duhart, **Resolution Number 25,684** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OVERTURNING THE DECISION OF THE PLANNING COMMISSION AND ADOPTING MITIGATED NEGATIVE DEWCLARATION NO. 951 AND MITIGATION MONITORING PROGRAM AND APPROVING CONDITIONAL USE PERMIT CASE NO 2021-008 RELATED TO A REQUEST BY THE CITY VENTURES COMPANY TO DEVELOP A GATED 60-UNIT ATTACHED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 2.45 ACRE LOT LOCATED AT 930 WEST COMPTON BOULEVARD'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Darden, Sharif**
NOES: **Council Members – Bowers**
ABSENT: **Council Members – None**

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON UPHOLDING THE DECISION OF THE PLANNING COMMISSION AND NOT ADOPTING MITIGATED NEGATIVE DEWCLARATION NO. 951 AND MITIGATION MONITORING PROGRAM AND DENYING CONDITIONAL USE PERMIT CASE NO 2021-008 RELATING TO A REQUEST BY THE CITY VENTURES COMPANY TO DEVELOP A GATED 60-UNIT ATTACHED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 2.45 ACRE LOT LOCATED AT 930 WEST COMPTON BOULEVARD ***(Resolution not considered)***

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING MITIGATED NEGATIVE DECLARATION NO. 951 AND MITIGATION MONITORING PROGRAM AND APPROVING TENTATIVE TRACT MAP NO. 82807 (SUBDIVISION CASE NO. 21-001) RELATED TO A REQUEST TO CREATE A 60-UNIT CONDOMINIUM MAP FOR THE PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD

On motion by Spicer, seconded by Duhart, **Resolution Number 25,685** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING MITIGATED NEGATIVE DECLARATION NO. 951 AND MITIGATION MONITORING PROGRAM AND APPROVING TENTATIVE TRACT MAP NO. 82807 (SUBDIVISION CASE NO. 21-001) RELATED TO A REQUEST TO CREATE A 60-UNIT CONDOMINIUM MAP FOR THE PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Darden, Sharif**
NOES: **Council Members – Bowers**
ABSENT: **Council Members – None**

It was moved by Darden, seconded by Duhart that the consent agenda be approved.

Councilmember Bowers requested that agenda item Number 2 be voted on separately. Councilmembers Spicer and Darden requested that item Numbers 3 and 4 be considered apart from the consent agenda, respectively.

Consent agenda item Numbers 1 and 5 were approved by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

CONSENT AGENDA

APPROVAL OF MINUTES

1. JUNE 7, 2022 ***(Approved)***

CITY ATTORNEY

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PAYMENT FOR LEGAL SERVICES FOR FISCAL YEARS 2022-2023

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE) AND WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS ($49,146.00)

PUBLIC WORKS DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,679, RATIFYING THE CONSTRUCTION CONTRACT WITH ALL AMERICAN ASPHALT FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT CIP# 18-01, PHASE 2B AND RE-ISSUING A PURCHASE ORDER ($6,840,971.50)

RISK MANAGEMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,672, RATIFYING THE AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DUDEK TO PERFORM CONTINUED CORRECTIVE ACTION SERVICES AT FIRE STATION 1 (THE "SITE") IN ACCORDANCE WITH DIRECTIVES OF THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD REGARDING REMEDIATION AT COMPTON FIRE STATION NO. 1 ($100,000.00) ***(Approved Resolution Number 25,686)***

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PAYMENT FOR LEGAL SERVICES FOR FISCAL YEARS 2022-2023

It was moved by Duhart, seconded by Spicer, that the resolution be adopted.

Councilmember Bowers questioned the amount that would be paid for the services.

City Attorney Eric Perrodin indicated that every law firm charges differently and added that the City Attorney's Office will be informed of how much is budgeted for this service once the Fiscal Year Budget is passed by the City Council.

Resolution Number 25,687 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PAYMENT FOR LEGAL SERVICES FOR FISCAL YEARS 2022-2023'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE) AND WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS ($49,146.00)

It was moved by Duhart, seconded by Spicer, that the resolution be adopted.

Councilman Spicer questioned whether the City recently approved a resolution regarding Fire Department apparatus.

Fire Chief Ronerick Simpson explained that this agreement will be for the ongoing maintenance and repair of emergency fire apparatus. There is no vendor within City boundaries that can provide maintenance and repairs for emergency fire apparatus.

Resolution Number 25,688 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE) AND WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS'** was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,679, RATIFYING THE CONSTRUCTION CONTRACT WITH ALL AMERICAN ASPHALT FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT CIP# 18-01, PHASE 2B AND RE-ISSUING A PURCHASE ORDER ($6,840,971.50)

It was moved by Duhart, seconded by Spicer, that the resolution be adopted.

Councilmember Darden commented that she would like to see the street repairs for Wilmington Avenue extended all the way down to Artesia Boulevard.

Mr. John Strickland, Public Works, informed the City Council that the City must adhere to the previously approved planned work schedule boundaries.

Resolution Number 20,689 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,679, RATIFYING THE CONSTRUCTION CONTRACT WITH ALL AMERICAN ASPHALT FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT CIP# 18-01, PHASE 2B AND RE-ISSUING A PURCHASE ORDER'** was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

REGULAR AGENDA

CITY MANAGER'S REPORT

6. A REQUEST TO SCHEDULE A PUBLIC HEARING: A REQUEST TO APPROVE PROPOSED TENTATIVE TRACT MAP 83696 TO CREATE FIVE REDUCED SIZED LOW DENSITY RESIDENTIAL LOTS FOR FIVE AFFORDABLE HOMES (July 19, 2022, at 5:35 p.m.)

On motion by Darden, seconded by Duhart, the public hearing was scheduled for July 19, 2022, at 5:35 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2022-2023 ***(Re-agendad for the June 30, 2022, Council meeting)***

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2022-2023 AND FINANCE AGREEMENTS FOR FISCAL YEAR 2022-2023

On motion by Duhart, seconded by Spicer, **Resolution Number 25,690** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2022-2023 AND FINANCE AGREEMENTS FOR FISCAL YEAR 2022-2023'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON AUTHORIZING THE CITY MANAGER TO HOST A LEADERSHIP DEVELOPMENT AND STRATEGIC PLANNING SUMMIT FOR MAYOR, CITY COUNCIL AND CITY MANAGEMENT AND ISSUE PURCHASE ORDERS NEEDED IN SUPPORT OF THE SUMMIT ($60,000)

On motion by Spicer, seconded by Duhart, **Resolution Number 25,671** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON AUTHORIZING THE CITY MANAGER TO HOST A LEADERSHIP DEVELOPMENT AND STRATEGIC PLANNING SUMMIT FOR MAYOR, CITY COUNCIL AND CITY MANAGEMENT AND ISSUE PURCHASE ORDERS NEEDED IN SUPPORT OF THE SUMMIT'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR TOWNSEND PUBLIC AFFAIRS FOR GOVERNMENT RELATIONS AND LOBBYING SERVICES IN THE AMOUNT OF $96,000 ANNUALLY

On motion by Duhart seconded by Spicer, **Resolution Number 25,692** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR TOWNSEND PUBLIC AFFAIRS FOR GOVERNMENT RELATIONS AND LOBBYING SERVICES IN THE AMOUNT OF $96,000 ANNUALLY'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2021-2022 FISCAL YEAR BUDGET TO APPROPRIATE $12,497.33 IN FUNDS FROM THE CITY OF COMPTON LEGAL RECOVERY ACCOUNT AND AUTHORIZE AN OPEN PURCHASE ORDER TO SYNCHRONY BANK DBA LOWES CREDIT SERVICES IN THE AMOUNT OF $12,497.33

On motion by Spicer, seconded by Darden, **Resolution Number 25,693** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2021-2022 FISCAL YEAR BUDGET TO APPROPRIATE $12,497.33 IN FUNDS FROM THE CITY OF COMPTON LEGAL RECOVERY ACCOUNT AND AUTHORIZE AN OPEN PURCHASE ORDER TO SYNCHRONY BANK DBA LOWES CREDIT SERVICES IN THE AMOUNT OF $12,497.33'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Commented on the wonderful Dodger Dream Field Trophy ceremony for the youth baseball players and further commented on how delightful it was to see the young people receiving their awards and further thanked the Compton Sheriffs for providing food and refreshments for the event.

- Invited the community to attend the District 1 *'Coffee with a Cop'* event at Starbucks Coffee beginning at 7:00 p.m. on June 29, 2022.

- Announced that her First District Townhall meeting will be held at Gonzales Park on Saturday July 16, 2022, from 10:00 a.m. to 12:00 noon.

- Requested that the City Manager provide a weekly report relative to the inquiries, concerns and issues raised by the public speakers during audience comments.

Councilmember Spicer offered the following communications/announcements:

- Invited the residents to attend the next *Movie in the Park* series featuring the movie *SCOOB!* on July 8, 2022, beginning at 7:30 at Leuders Park, 1500 E. Rosecrans Avenue, Compton.

- Commented that he is hosting a District 2 Run/Walk-thru to identify the areas of concern and problems to address—on Saturday, July 2, 2022, at 7:45 a.m. at 609 N. Long Beach Blvd.

- Invited residents to attend his Big Give Back event for the community serving 500 hot meals, hygiene bags, haircuts and grocery boxes---all free to the residents, on July 9, 2022, at the Pocket Park located at 211 N. Long Beach Boulevard.

Councilmember Bowers offered the following communications/announcements:

- Commented that there are many incorrect street signs throughout the City and requested that all street signage be corrected as soon as possible.

- Invited the residents to attend the *'Coffee with a Cop'* event hosted by the Compton Sheriffs scheduled for June 29, 2022, at 7:00 p.m. at Starbucks Coffee located at 2161 W. Rosecrans Avenue, Compton.

- Announced that the One Love in Compton organization and the Lyrical Revolution will be hosting an Independence and Family Fun Day on July 2, 2022, at the Crystal Casino from 10:00 a.m. to 6:00 p.m.—this will be a safe and fun event for the Compton community to enjoy one another and celebrate.

- Requested that the meeting be adjourned in memory **Barbara Jean Williams.**

Councilmember Darden offered the following communications/announcements:

- Commented that she is continuing to work to provide a definitive timeline for the repair of the Artesia Bridge.

- Invited the community to attend her Business Roundtable meeting which will be held on June 30, 2022, at the Dollarhide Community Center, 301 N. Tamarind Avenue, Compton—this will be the first 'in person' Roundtable event since 2020—contact: Dean Jones at 310-761-1482 for additional information.

- Commented on the troubling theft of copper wiring from the traffic signals and streetlights which has been taking place and suggested that the City consider placing the electrical boxes underground to prohibit future thefts.

- Offered her prayers for a speedy recovery for City employee Jerry Blackshire, who was a passenger on the recent Amtrak train derailment in Northern Missouri.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif requested that the City Manager provide an update report relative the street signage in the City and further indicated that this is a very importance issue that must be addressed as soon as possible.

- Mayor Sharif requested that the City Manager provide clarification regarding the City's stance relative to Covid-19 precaution guidelines and face mask requirements for all City facilities.

- Mayor Sharif commented on the wonderful Jackie Robinson Dream Field Baseball Program and indicated her delight at the number of children that are participating in this program at Gonzales Park and further thanked the Los Angeles Dodgers, Compton Parks and Recreation, and all the coaches and parents as well as everyone involved with this great sports program.

- Mayor Sharif invited the community to participate in the Virtual Townhall meeting hosted by Assemblyman Mike Gipson on Saturday, July 9, 2022, beginning at 10:00 a.m. concerning the release of federal funding to address the backlog of cases for US Citizenship and Immigration services. Contact: Itzel Sanchez at (310) 324-6408 for additional information.

- Mayor Sharif invited the residents to attend the Art Walk event on July 30, 2022, at the Dollarhide Community Center for an art-filled afternoon of music, food and fun. Please email Mariela Gonzales at: mgonzales@comptoncity.org or call (323) 877-2174 for additional details and information.

ADJOURNMENT

On motion by Spicer, seconded by Darden, at 8:34 p.m., the meeting was recessed to June 30, 2022, at 4:00 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

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

June 30, 2022

The recessed Compton City Council meeting was reconvened at 4:05 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent – None

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, T. Thomas

UNFINISHED BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2022-2023

It was moved by Duhart, seconded by Spicer, that the resolution be adopted.

Councilman Bowers commented that there was no Economic Development Division nor personnel detailed in the proposed Budget and further questioned who was responsible for quality control of the finance numbers.

City Manager Thomas stated that he is conducting a restructuring/rebuilding of some of the departments/divisions and further indicated that City Staff performs quality control for the Budget.

Councilmember Darden referenced the City Manager's organizational chart which lists a Reprographic Operator II position; however, the personnel summary indicates that the position is actually Reprographic Operator 1. Councilmember Darden also noted that the salary of the Water Department General Manager must also be correctly reflected in the Budget. Councilmember Darden further stated that she was in support of adopting the Budget as long as all the necessary corrections will be made by Staff.

Budget Office Smith indicated that any omissions, errors and corrections will be reflected in the final Budget document.

Councilmember Darden then indicated that the funding for the various Boards, Committees and Commissions should be reflected in the Budget.

Budget Officer Smith indicated that the Budget allocates funding for the Boards, Committees and Commissions which are outlined in the Compton City Charter.

Councilmember Duhart questioned the disparities in the General Services proposed Budget account, and indicated that the amount was $2,185,728; however, in the revised Budget, the total amount is $2,368,565, and questioned the sources of the extra funding. Councilmember Duhart further questioned the discrepancy amount of $13 Million relative to the Successor Agency fund.

Mr. Smith indicated that after reviewing the personnel allocations, there was an accommodation made relative to the funding for employee benefits.

There was discussion among the Councilmembers and Staff relative to the discrepancies, omissions and incorrect totals in the Budget.

Budget Officer Smith indicated that all omissions, deletions and corrections will be reflected in the final document of the Fiscal Year 2022/2023 Annual Budget.

City Attorney Perrodin referenced the Measure P ordinance and raised concerns and questions regarding the expenditure of funds, the fund balance and the previous budget deficit. Attorney Perrodin also discussed the funding amounts for the Los Angeles County Sheriff's Department and further asked questions regarding the payment of overtime for the Compton Fire Department personnel.

Resolution Number 25,694 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2022-2023'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

ADJOURNMENT

On motion by Duhart, seconded by Spicer, the meeting was adjourned at 4:51 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

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

JULY 5, 2022

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

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, J. Bowers, Mayor E. Sharif
Council Members Absent – L. Darden *(Entered the meeting during closed session)*

Other Officials Present: E. Perrodin, V. McDaniel, A. Godwin, B. Mims, T. Thomas

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LABOR NEGOTIATOR Agency negotiators: Jabari Willis, Thomas Thomas, and Triphenia Simmons Employee organizations: SEIU Local 721 Pursuant to Government Code Section 54957.6

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION Demesne Corporation, et al. v. City of Compton, LASC Case No. BC706202 Michael Fletcher, et al. v. City of Compton, LASC Case No. BC670866 Salvador Perez v. City of Compton, LASC Case No. 21STCV27741 Francisco Zamudio v. City of Compton, LASC Case No. 21STCV02695 David Turner v. City of Compton, LASC Case No. 20STCV10971 Pursuant to Government Code Section 54956.9(a)

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEM ONLY

There were no audience comments regarding the closed session items.

City Attorney Eric Perrodin requested a closed session for a conference with Labor Negotiator with Agency negotiators: Jabari Willis, Thomas Thomas, and Triphenia Simmons Employee organizations: SEIU Local 721 Pursuant to Government Code Section 54957.6 and a conference with legal counsel regarding pending litigation concerning Demesne Corporation, et al. v. City of Compton, LASC Case No. BC706202 Michael Fletcher, et al. v. City of Compton, LASC Case No. BC670866 Salvador Perez v. City of Compton, LASC Case No. 21STCV27741 Francisco Zamudio v. City of Compton, LASC Case No. 21STCV02695 David Turner v. City of Compton, LASC Case No. 20STCV10971 Pursuant to Government Code Section 54956.9(a)

RECESS TO CLOSED SESSION

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

AYES: Council Members – Duhart, Spicer, Bowers, Sharif
NOES: Council Members – None
ABSENT: Council Members – Darden

RECONVENE TO OPEN SESSION

On motion by Spicer, seconded by Darden, the City Council reconvened at 5:50 p.m. by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Spicer, Bowers, Darden, Sharif
Council Members Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Eric Perrodin reported that no reportable action was taken during the closed session meeting.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Anthony Lewis, College of Instrument and Technology (CIT) raised concerns regarding the Street Department's vehicle supply and equipment and further stated that the Department is 50% understaffed. Mr. Lewis offered his assistance to the City Council to obtain equipment and supplies for the City workers. Mr. Lewis then requested discretionary approval to put a plan together to improve the City and offer solutions.

Brother Zaafir acquainted the City with the religion of Islam with the focus on the Prophet Muhammad to whom the Holy Quran was given, and further noted that the Nation of Islam encompasses over 2 Billion people and is the fastest growing religion in the world. Brother Zaafir offered 10 elements from the Prophet Muhammad for the benefit of the community.

M. Shamsiddeen, Compton Muslim Historical Society, discussed the Islamic beliefs and character and their ways of life. He then explained the principals of Jihad and further discussed the Holy time of the Muslims and the pilgrimage to the Holy City of Mecca to purify oneself and appeal to the Almighty God.

Barbra Keyes discussed licensing and stated that every business must pay their fair share. Ms. Keyes also indicated that the Chamber is supposed to tell people about what is going on in the City. She further commented that the City did not make money from the Superbowl. Ms. Keyes stated that the decisions of the Planning Commission must be adhered to and further asserted that the City Council must work to improve the City, adding that Compton can be a model city for the World.

Joseph Enayati, Studio 60, stated that his business is still closed and must be allowed to reopen as soon as possible. Mr. Enayati stated that Studio 60 has plans to use the studio to highlight all the wonderful things Compton has to offer. He urged the City Council to visit his building in South Central which will provide an example of what his studio can do for Compton. Mr. Enayati requested that he be allowed to reopen his business for operation.

Damian Sandoval, Film Director, spoke in support of Studio 60 and encouraged the City Council to allow Mr. Enayati to operate his business in Compton. Mr. Sandoval indicated that he could bring positivity and businesses to Compton.

Johnathan Enayati, Studio 60, discussed the success of his studio in South Central and further urged the City Council to allow him to reopen his film studio as soon as possible. Mr. Enayati urged the City Council to visit his building in Los Angeles.

Marie Brown, President of the East Rancho Dominguez Homeowners' Association, commented that a Developer visited the community and discussed the new development on Compton Boulevard. Ms. Brown informed the City Council that Compton sits on a blind-thrust fault which is active. Ms. Brown urged the City Council to re-consider placing a 7-story housing development in the City and further urged the Council to have a seismologist visit the City to make certain that such a development is safe.

David Perez spoke in support of Studio 60 and commented that working at the Studio has changed his life for the better and allowed him to take care of his family. Mr. Perez urged the City Council to reopen the Studio**.**

Boris Jade stated that he resides in the condominiums located at Alondra and Wilmington and further stated that his residence has not had gas or hot water since December of last year. Mr. Jade indicated that he has attempted to communicate with Neighborhood Housing Services (NHS) to address this dire situation, however, NHS has refused to speak with him or his attorneys. Mr. Jade requested the Council's assistance in requiring NHS to bring his property us to standard and make improvements.

Mark Smith discussed the development construction in the City and questioned what the City of Compton will look like in the future. Mr. Smith indicated that the aesthetics of Compton has continued to decline and added that the City needs proper leadership and direction. Mr. Smith indicated that there is seismology equipment in the City and further questioned if the data is being used. He further noted that the decision of the Planning Commission relative to 930 W. Compton

Boulevard is being ignored by the City Council. Mr. Smith further raised concerns that there are ADA ramps on the northside of Alondra Boulevard, however, there are no sidewalks for the residents.

Lynn Boone questioned why Studio 60 has not been allowed to operate, when there are illegal marijuana businesses that are being allowed to operate without a business license. Ms. Boone expressed her plans to start a petition to require the State of California to come into the City of Compton and temporarily suspend the City Charter and alleged that the City Council is not following the Charter. Ms. Boone further suggested that if Compton becomes a General Law city, there would be control over the City's finances and land sales.

Fidel Marquez discussed the need for public safety and noted that there were killings and illegal fireworks explosives going off the previous night of the 4th of July. He stated that there must be policies set in place to combat the illegal fireworks use for next year. Mr. Marquez urged the City Council to clean up the City, prior to bringing in any new developments and concluded by urging the Council to respect the decisions of the Planning Commission.

Compton Sheriff's Deputy Daryl Harkless announced that the Compton Youth Athletics League (YAL) will be offering an open water scuba diving program. This weeklong course is aimed to provide the unique opportunity to work with deputies and learn about the undersea world. The participants learn that there is a better world out there, one beyond gangs and crime. Deputy Harkless indicated that the program is open to females and males. Deputy Harkless further announced that the next Compton Sheriffs Explorer Academy is open and further invited those interested to contact him at (310) 605-3502 for additional information.

REGULAR AGENDA

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

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

   MAYOR PRO TEM

On motion by Darden, seconded by Spicer, **Councilman Jonathan Bowers** was appointed as **Mayor Pro Tem** by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

UNFINISHED BUSINESS

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING MITIGATED NEGATIVE DECLARATION 951 AND MITIGATION MONITORING PROGRAM AND APPROVING CHANGE OF ZONE CASE NO. 2021-003 REMOVING THE PARKING (P) ZONING CLASSIFICATION AND ZONING THE SITE 100% LIMITED COMMERCIAL (CL) FOR THE PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD (Second Reading)

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

AYES: **Council Members – Duhart, Spicer, Darden, Sharif**
NOES: **Council Members – Bowers**
ABSENT: **Council Members – None**

On motion by Duhart, seconded by Spicer, **Ordinance Number 2,345** entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING MITIGATED NEGATIVE DECLARATION 951 AND MITIGATION MONITORING PROGRAM AND APPROVING CHANGE OF ZONE CASE NO. 2021-003 REMOVING THE PARKING (P) ZONING CLASSIFICATION AND ZONING THE SITE 100% LIMITED COMMERCIAL (CL) FOR THE PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Darden, Sharif**
NOES: **Council Members – Bowers**
ABSENT: **Council Members – None**

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Thanked everyone involved with the *'Coffee with a Cop'* event at Starbucks, which provided for very positive community dialog and engagement with City leadership and Staff.

- Announced that her First District Townhall meeting will be held at Gonzales Park on Saturday July 16, 2022, from 10:00 a.m. to 12:00 noon.

- Invited the community to attend the Blossom Walk Team hiring event on Saturday, July 29, 2022, from 10 a.m. to12:00 p.m. at the Dollarhide Community Center at 301 N. Tamarind Avenue, Compton.

- Thanked the City Council, City Attorney, City Staff and the Compton Sheriff's Department for their collaboration to achieve positive results in eradicating the illegal street takeovers occurring in the City.

- Requested that the City Council meeting be adjourned in memory of Matilda Roberts.

Councilmember Spicer offered the following communications/announcements:

- Invited the residents to attend the District 2 Movie in the Park event featuring the movie *Tom and Jerry*---in Spanish on August 12, 2022, beginning at 7:30 p.m. at Cesar Chavez Park, 1812 N. Santa Fe Avenue, Compton—bring blankets, lawn chairs and the entire family for a fun evening.

- Invited residents to attend his Big Give Back event for the community serving hot meals, hygiene bags, haircuts and grocery boxes---all free to the residents, on July 9, 2022, at the Pocket Park, located at 211 N. Long Beach Blvd. Drive up services are from 10:00 a.m. to 2:00 p.m.

- Commented that in honor of his first 30 days in Office as District 2 Councilmember, he sponsored a free gas giveaway in conjunction with Zy OIL, which provided for over $4,000 of free gas to the residents of the City of Compton.

Councilmember Bowers offered the following communications/announcements:

- Thanked Alonzo Williams and the Lyrical Revolution, the Belfry family and One Love in Compton and the Compton City Council for their support and sponsorship of the hugely successful first Annual Independence Day Family Fun and Car Show at the Crystal Casino.

- Reminded the residents to attend the free Movie in the Park event on Friday July 8, 2022, at Leuders Park beginning at 7:30 p.m.

- Offered his thoughts and prayers to everyone affected by the senseless violence which occurred during the Independence Day Celebration in Highland Park, Illinois and further emphasized that all senseless violence must come to an end.

Councilmember Darden offered the following communications/announcements:

- Thanked everyone who sponsored and participated in the recent Business Roundtable and further noted that this was a wonderful and informative meeting.

- Commented on the Olson Company's proposed Blossom Walk single family housing development and invited those interested in receiving additional information to call: 562-370-9512.

- Invited the residents to attend the Movies in the Park event featuring 'SCOOB' on Friday, July 8, 2022, at Lueders Park, 1500 E. Rosecrans Avenue, Compton-beginning at 7:30 p.m.

- Requested that the City Council meeting be adjourned in memory of all the individuals that lost their lives from the violent shooting at the Independence Day Parade at Highland Park, Illinois.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif expressed her gratitude to Councilmember Darden for hosting the recent Business RoundTable meeting and highlighted the fact that small businesses are vital as they are the backbone of every community.

- Mayor Sharif requested that the City Manager provide clarification regarding the City's policy relating to Covid-19 precaution guidelines and face mask requirements for all City facilities.

- Mayor Sharif commented on the wonderful Compton Youthbuild Graduation Class of 2022 and further congratulated and applauded all the young people, parents, teachers as well as everyone involved with this great program.

- Mayor Sharif invited the community to participate in the Virtual Townhall meeting hosted by Assemblyman Mike Gipson on Saturday, July 9, 2022, beginning at 10:00 a.m. concerning the release of $4 Billion of federal funding to address the backlog of cases for US Citizenship and immigration services. Contact: Itzel Sanchez at (310) 324-6408 for additional information.

- Mayor Sharif invited the residents to attend the Art Walk event on July 30, 2022 at the Dollarhide Community Center featuring an art-filled afternoon of music, food and fun. Please email Mariela Gonzales at: mgonzales@comptoncity.org or call (323) 877-2174 or visit: www.comptonartwalk.com for additional details and information.

ADJOURNMENT

On motion by Darden, seconded by Spicer, the meeting was adjourned in memory of the **Highland Park, Illinois Parade mass shooting Victims** and **Ms. Matilda Roberts** at 7:01 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

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

September 6, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE) AND WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS ($100,000.00)

SUMMARY

The adoption of this resolution will authorize the City Manager to issue purchase orders with South Coast Emergency Vehicle Service and William Kalvikov DBA Fire Apparatus Solutions for the maintenance and repair services of the Compton Fire Department's emergency apparatus in the amount not to exceed One Hundred Thousand Dollars ($100,000.00).

BACKGROUND

The City of Compton's ("City") fire engines were purchased in 2005 and one engine recently purchased in 2019 and due to the high volume of emergency responses as well as the conditions of the City streets, the cost of repairs are increasing.

Annual apparatus maintenance and repair for the Compton Fire Department's ("Department") emergency vehicles are essential for the safe and efficient emergency response and operation. The Department performs routine apparatus and equipment inspections on all apparatus daily to ensure that preventive maintenance guidelines are adhered to and that there are no defects with reference to fire engine operations. Furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles.

STATEMENT OF ISSUE

Staff has requested quotes from the following vendors:

DESCRIPTION	FIRE APPARATUS SOLUTIONS	SOUTH COAST EMERGENCY VEHICLE	PIT PROS
Preventive Maintenance Service	$98.00 per hr.	$105.00 per hr.	N/A
Repair Service	$108.00 per hr.	$105.00 per hr.	$140.00 per hr.

Staff is recommending that the Department select South Coast Emergency Vehicle Service and William Kalvikov DBA Fire Apparatus Solutions for its maintenance and repair of emergency fire apparatus. This will allow the Department flexibility to submit our emergency fire apparatus to the company whom is not as inundated with work, thus creating a faster turnaround time. The City has no vendor in the City boundaries that provide maintenance and repairs for emergency fire apparatus.

City Council approval is needed because the expenditure is in excess of $25,000.00 Dollars.

FISCAL IMPACT

The estimated cost for maintenance and repair to the Department's emergency apparatus for Fiscal Year 2022-2023 is One Hundred Thousand Dollars ($100,000.00).

Funds for this expenditure will be available in the 2022-2023 Fiscal Year budget in Account No. 6000-690-000-4229.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

RONERICK D. SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE) AND WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS ($100,000.00)

WHEREAS, the annual apparatus maintenance and repairs for the Compton Fire Department's ("Department") emergency vehicles are essential for safe and efficient emergency response and operation; furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles; and

WHEREAS, the City's fire engines and trucks are experiencing a higher level of repairs and maintenance due to the high volume of emergency responses and the City Streets in need of repair, the overall repair costs are increasing; and

WHEREAS, three (3) formal bids were sought with the following results:

DESCRIPTION	FIRE APPARATUS SOLUTIONS	SOUTH COAST EMERGENCY VEHICLE	PIT PROS
Preventive Maintenance Service	$98.00 per hr.	$105.00 per hr.	N/A
Repair Service	$108.00 per hr.	$105.00 per hr.	$140.00

WHEREAS, Staff is requesting the authority to use South Coast Emergency Vehicles and William Kalvikov DBA Fire Apparatus Solutions for its maintenance and repair of emergency fire apparatus. This will allow the Department to have a quicker turnaround time for the emergency fire apparatus from being out of service. The City has no vendor in the City boundaries that provide maintenance and repairs for emergency fire apparatus; and

WHEREAS, the estimated cost for maintenance and repairs to the Department's emergency fire apparatus for the Fiscal Year 2022-2023 is One Hundred Thousand Dollars and Zero Cents ($100,000.00); and

WHEREAS, funds in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) will be available for this expenditure in the Account no. 6000-690-000-4229.

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 purchase orders to South Coast Emergency Vehicle Service (Pierce) and William Kalvikov DBA Fire Apparatus Solutions in an amount not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00).

Section 2. That the funds for this expenditure will be available in the Fire Department's 2022-2023 Fiscal Year budget in Account No. 6000-690-000-4229.

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

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

ADOPTED this _____ day of _____, 2022

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

That this 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

quote #1

FAS SUPPORT STAFF

PRESIDENT / DIRECTOR		
WILLIAM KALMIKOV *GENERAL MANAGER* 714-357-9706 FASFIRE@GMAIL.COM		
APPARATUS SALES AND SUPPORT		
SCOTT BECK *SALES MANAGER* 402-719-1242 SCOTTFASFIRE@GMAIL.COM	ROY COBB *APPARATUS SALES REP* 916-677-9837 ROYFASFIRE@GMAIL.COM	
APPARATUS WARRANTY SUPPORT		
CUAH BELTRAN *SERVICE MANAGER* 626-419-6550 CUAHFASFIRE@GMAIL.COM	SALINA LINARES *OFFICE ASSISTANT* 909-253-5838 SALINAFASFIRE@GMAIL.COM	
APPARATUS SERVICE MAINTENANCE AND REPAIRS SUPPORT		
WILLIAM KALMIKOV *GENERAL MANAGER* 714-357-9706 FASFIRE@GMAIL.COM	CUAH BELTRAN *SERVICE MANAGER* 626-419-6550 CUAHFASFIRE@GMAIL.COM	
APPARATUS PARTS AND ACCESSORIES SUPPORT		
RYAN BRADBERRY *PARTS SALSMAN* 951-264-4166 RYANFASFIRE@GMAIL.COM	ANDY HWANG *PARTS/SERVICE WRITER* 909-879-7354 ANDYFASFIRE@GMAIL.COM	SALINA LINARES *OFFICE ASSISTANT* 909-253-5838 SALINAFASFIRE@GMAIL.COM
BILLING / ACCOUNTING SUPPORT		
JENNIFER RODRIGUEZ *OFFICE MANAGER* 909-879-7354 JENNFASFIRE@GMAIL.COM		
EQUIPMENT SALES AND SUPPORT		
JENNIFER RODRIGUEZ *OFFICE MANAGER/ SALES CORDINATOR* 909-301-3983 DIAMONDBACKFIRECA@GMAIL.COM	JOSH CARTEE *EQUIPMENT SALES REP* 818-355-7373 JOSHFASFIRE@GMAIL.COM	
EQUIPMENT SERVICE AND MAINTENANCE SUPPORT		
JOSH ZIMMERMAN *EQUIPMENT SERVICE MANAGER* 951-852-5682 DIAMONDBACKFIRESERVICE@GMAIL.COM		

Pricing

City of Compton Base Bid:

Fire Apparatus & Ambulances Preventative Maintenance Program

$ $98.00 Preventative Maintenance Hourly Labor Rate

$ $108.00 Repair Hourly Labor Rate (other than scheduled P.M. Services)

$ $125.00 Emergency Hourly Labor Rate (Non-Business Hours)

$ $108.00 Roadside Service Labor Rate

$ $125.00 Holiday Labor Rate (Non-Business Hours)

Estimate Service for City of Compton

Bi-Annually

(8) ENGINES

UNIT #	PARTS	LABOR	TOTAL
E41R	$360	$664	$1,024
E42	$360	$664	$1,024
E43	$360	$664	$1,024
E44	$360	$664	$1,024
E421	$360	$664	$1,024
E424	$343	$664	$1,008
E422	$309	$664	$973
E423	$344	$664	$1,008
E41	$362	$664	$1,027

(2) AERIALS

UNIT #	PARTS	LABOR	TOTAL
T411	$360	$693	$1,053
T412	$358	$693	$1,051

(1) AIR LIGHT UNIT

UNIT #	PARTS	LABOR	TOTAL
E428	$310	$549	$859

(1) GMC/TRAILER COMBO

UNIT #	PARTS	LABOR	TOTAL
T461	$256	$572	$828

(5) AMBULANCE

UNIT #	PARTS	LABOR	TOTAL
2010 SQ442	$297	$491	$788
2008 SQ443	$297	$491	$788
2010 R444	$297	$491	$788
2005 R446	$297	$491	$788
2005 R447	$297	$491	$788

Pump Test	**$515.00**

Aerial Test	**$1,595.00**

Annually

(8) ENGINES

UNIT #	PARTS	LABOR	TOTAL
E41R	$963	$867	$1,829
E42	$963	$867	$1,829
E43	$963	$867	$1,829
E44	$963	$867	$1,829
E421	$963	$867	$1,829
E424	$915	$867	$1,781
E422	$778	$867	$1,645
E423	$891	$867	$1,758
E41	$968	$867	$1,835

(2) AERIALS

UNIT #	PARTS	LABOR	TOTAL
T411	$963	$924	$1,887
T412	$394	$924	$1,318

(1) AIR LIGHT UNIT

UNIT #	PARTS	LABOR	TOTAL
E428	$736	$693	$1,429

(1) GMC/TRAILER COMBO

UNIT #	PARTS	LABOR	TOTAL
T461	$642	$682	$1,324

(5) AMBULANCE

UNIT #	PARTS	LABOR	TOTAL
2010 SQ442	$588	$682	$1,270
2008 SQ443	$588	$682	$1,270
2010 R444	$588	$682	$1,270
2005 R446	$588	$682	$1,270
2005 R447	$588	$682	$1,270

**INCLUDES TRSANS FLUID / TRANS FILTER*

List of Services

Our Mission here at FAS is to maintain your fleet. Whether it be a special project you had in mind or complete fleet maintenance, our company is equipped to do it all.

Services Offered

- Aerial maintenance, repairs & 3rd party testing, for all manufacturers
- Aerial major repair/refurbishment: For specific manufacturers
- After hours support for emergencies
- All chassis related repairs bumper to bumper in accordance to DOT/BIT standards
- Allison Transmission repair, diagnostics, maintenance
- Body structure modifications & repair, for all manufacturers
- Collision & paint: Fire Industry expected quality
- Diesel engine repair, diagnostics, maintenance (Cummins, Cat, Detroit)
- Electrical, multiplexing diagnosis, starting and charging systems
- Frame straightening, frame repairs
- Mobile on-site maintenance and repairs
- Pick-up and delivery
- Pump repairs: Overhaul, diagnostics, minor repairs, pump testing/certification
- Vehicle towing
- Welding on stainless, steel & aluminum (MIG/TIG)

List of FAS Test Equipment and Tools

- (3) Service trucks fully equipped with tools, air compressor, 20ft cargo trailer with equipment.
- Hydraulic Press, pan box brake
- 3 welding machines, capable of welding tig/mig/stick/air arc. For steel, aluminum, stainless steel
- 3 laptops to communicate with ECM's for ABS, engine, transmission, SRS, Weldon V-mux.
- Battery/alternator testers, clamp on amp meter tester, batter chargers
- Pitot gauge sets, Psi Vacuum gauges, bench grinders, Cut off saws
- 8K lb forklift
- (6) Screw Drive Sefac Truck Lifts
- Hydraulic floor jacks, pneumatic hydraulic floor jacks, frame lifting jacks
- 3 Service bays, capable of 12 indoor housed apparatus

Maintenance & PM Inspections

Maintenance & Pm inspections are annual D.O.T. compliance in accordance with Sect.49CFR,396.17 & B.I.T. compliant per Ca. Veh.C. 34505.5

All inspection findings will be documented & reviewed with department vehicle management. Customer to receive copies for their records.

All bi-annual services include:
Replacement of engine oil, oil filters, fuel filters, air filter, coolant filter & dryer filter. Grease of chassis.

All other fluids: Coolant, transmission, power steering, pump gearbox, differential, hub oil & foam pump will be checked & topped off as needed. Air filter inspected, if replacement needed customer to be advised.

Chassis Inspection for the following:

- Engine for oil leaks, coolant leaks, fuel leaks, boost leaks (c.a.c. plumbing), air inlet piping, exhaust leaks & belt adjustments. Ensure fan cycles automatically & water temps reacts accordingly. Starter for secure mounting & cable securement/torque.
- Transmission for: Oil leaks, oil cooler for exterior leaks.
- Differential for: oil leaks, excess play on pinion or thru shafts.
- Charging system: Check alternator for output, connections at neg. /pos. leads. Check actual voltage drop at batteries vs. alternator. Load test all battery's individually.
- Lighting: All emergency lights in both response/scene modes. All chassis lighting, directional, auxiliary scene & work lights. Check air horn & siren.
- Steering components: Steer box & pump for oil leaks, torque on box mounting & pitman arm. Draglink & tie rod ends for wear, tie rod for straightness. Assist ram for leaks & mount torque. P. steer hose condition.
- Frame, cross members & gussets for loose fasteners or cracks.
- Suspension for: Worn shackles/pins, spring leafs for cracks, air bags for tearing or excess cracking, leveling valves for excess leakage, gas shocks for loose mounting or leaking. U bolt torque & condition. Axle & frame weldments, torque rod bushing condition.
- Dot air system performance & compliance: check air systems for leakage & reservoir protection. Low air warnings, air hose condition, dryer & governor operation. Brake shoe/pad condition, slack adjusters for auto adjustment, adjust manual slacks. Air psi build performance.
- Drive train for: Yoke condition, u joints for excess wear, carrier bearing for mounting & condition. Ensure all in phase.
- H.V.A.C. system for: Defrost functions, heater & a/c modes. Condenser fan for damage & operation. Fan speed functions, compressor clutch for slippage or excess wear.

- Cab condition: All cab doors for proper locking, latch engagement/alignment/hinge condition, windows for sealing & regulator function, windshield condition, wiper function & blade condition, cab lift cylinders for leaks & leak down when cab tilted. Decal & paint condition. Seat upholstery for tearing, Seat belt condition & function, interior lighting, steer column mounting & condition. Cab structure for cracks, pivot point condition. Door ajar warning.
- Road test truck & check for proper instrument gauge readings, check for pull, and check for abnormal or uneven tire wear.

All annual services include all the above plus:

Replacement of Transmission fluid, filters, differential oil, power steer oil, coolant & pump gearbox oil. Opacity Testing (additional)

Fire Engine PM



Inspection of unit will consist of fire body structure for any cracks, damage or mount issues. Function of all doors, shelving & compartment lighting. Chassis frame, suspension, brakes steering & drive train will be inspected for any failures, cracks or wear. Brakes to be adjusted, brake air system checked for Fmvss121 compliance.

Vehicle lighting & emergency lighting to be checked for proper function.

Main pump, aux pump (if applicable) will be ran in recirculation mode to check for any leaks in pump house, internal plumbing, valves & main seals for leaks.
Dry vacuum test will be performed.

Cab will be inspected for: any tilt cylinder leaks, loose failed mounting points, a/c & heater for functionality, doors for any operational issues & overall cab condition. Belt condition, adjustment, engine fan condition, engine oil leaks & any engine codes (if noted) can be checked.

- Check all gauge functions (psi, vacuum, water & foam levels) check for sticking, or leakage.
- Check primer oil/tank level.
- Check pump transmission engagement, indicator lights, flinger condition.
- Check pump throttle controls, manual psi regulator if applicable

The following also performed during annual:

- Dry vacuum test will be performed per 1911 standards.
- Check valve linkage for binding or looseness.
- Inspect inlet screens

- Inspect pump for leaks on main seals, adjust
- Inspect anode condition

Tractor Drawn Aerial PM



Service to onboard genset unit includes: Replacement of engine oil, oil filter, fuel filter & applicable air filter

Inspection of unit will consist of fire body structure for any cracks, damage or mount issues. Function of all doors, shelving & compartment lighting. Chassis frame, suspension, brakes steering & drive train will be inspected for any failures, cracks or wear.
Brakes to be adjusted, brake air system checked for Fmvss121 compliance.

Vehicle lighting & emergency lighting to be checked for proper function.

Aerial unit will be operated to check for: proper operation, interlocks, ladder to be inspected for any cracks or structural failure, cable adjustments, torque box & stabilizers for mounting or cracking, pulleys for wear, cables for fraying, rungs for damage, ladder lighting & hydraulic system of leaks.

Cab will be inspected for: any tilt cylinder leaks, loose failed mounting points, a/c & heater for functionality, doors for any operational issues & overall cab condition. Belt condition, adjustment, engine fan condition, engine oil leaks & any engine codes (if noted) can be checked.

The following also performed during annual:

- Aerial cable adjustment
- Aerial Interlock function checks
- Replacement of Hyd oil filter
- Check Ladder intercom function
- Check monitor/Nozzle functions
- Inspect rescue/waterway pinnable sections
- lube waterway

Hazmat



Service to onboard genset unit includes:
Replacement of engine oil, oil filter, fuel filter & applicable air filter

The following also performed during annual:

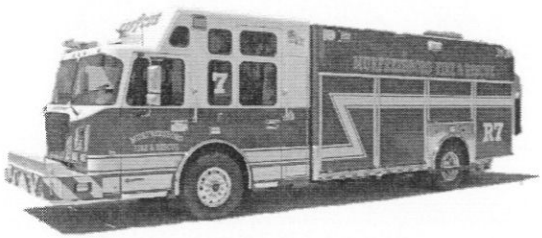
- Check function of slide outs, check slide out seals, grease slide wear pads if necessary.
- Check all interior cabinet doors & latches.
- Check telescoping camera body for damage.
- Check leveling system operation

Cab will be inspected for: any tilt cylinder leaks, loose failed mounting points, a/c & heater for functionality, doors for any operational issues & overall cab condition. Belt condition, adjustment, engine fan condition, engine oil leaks & any engine codes (if noted) can be checked.

Inspection of unit will consist of fire body structure for any cracks, damage or mount issues. Function of all doors, shelving & compartment lighting. Chassis frame, suspension, brakes steering & drive train will be inspected for any failures, cracks or wear. Brakes to be adjusted, brake air system checked for Fmvss121 compliance.

Vehicle lighting & emergency lighting to be checked for proper function.

USAR



Cab will be inspected for: any tilt cylinder leaks, loose failed mounting points, a/c & heater for functionality, doors for any operational issues & overall cab condition. Belt condition, adjustment, engine fan condition, engine oil leaks & any engine codes (if noted) can be checked.

Inspection of unit will consist of fire body structure for any cracks, damage or mount issues. Function of all doors, shelving & compartment lighting. Check all interior cabinet doors & latches. Check slide out tray locks & structure for damage. Check leveling system operation. Chassis frame, suspension, brakes steering & drive train will be inspected for any failures, cracks or wear. Brakes to be adjusted, brake air system checked for Fmvss121 compliance.

Vehicle lighting & emergency lighting to be checked for proper function.

Brush



Vehicle will be inspected for: any leaks, loose failed mounting points, a/c & heater for functionality, doors for any operational issues & overall cab condition. Belt condition, adjustment, engine fan condition, engine oil leaks & any engine codes (if noted) can be checked.

Inspection of unit will consist of fire body structure for any cracks, damage or mount issues. Function of all doors, shelving & compartment lighting. Chassis frame, suspension, brakes steering & drive train will be inspected for any failures, cracks or wear. Brakes to be adjusted, brake air system checked for Fmvss121 compliance.

Vehicle lighting & emergency lighting to be checked for proper function.

Authorized Service Center & Parts Distributor For:

- Boise Mobile Equipment
- Danko Emergency Products
- Ladder Tower Company
- MCB
- Rosenbauer
- Seagrave
- Smeal Fire Apparatus
- Spartan Chassis Motors
- Spartan ERV
- Suthphen
- SVI
- US Tanker

Authorized Parts Distributor for the Following:

- Akron
- Class 1/Hale
- Darley
- Federal Signal
- Foam Pro
- FRC
- Kussmaul
- Ramco Mirror
- South Coast Pierce
- Waterous
- Weldon
- Whelen
- Zico

REFERENCES

Agency:	Riverside County Fire
Address:	210 W. San Jacinto Street
	Perris, CA 92570
Contact:	Gus Nava
Phone Number:	(760) 272-8072
Email:	Gus.Nava@fire.ca.gov

Agency:	City of Rialto
Address:	131 S. Willow Ave.
	Rialto, CA 92376
Contact:	Chief Brian Park
Phone Number:	(909) 800-0772
Email:	bpark@confire.org

Agency:	City of Colton
Address:	303 E. Street
	Colton, CA 92324
Contact:	Chief Kevin Valentin
Phone Number:	(909) 370-5105
Email:	kvalentin@confire.org

Agency:	City of Redlands
Address:	35 Cajon Street
	Redlands, CA
Contact:	Chief Nathanial Bristol
Phone Number:	(909) 836-4609
Email:	nbristol@confire.org

Agency:	City of Loma Linda
Address:	11325 Loma Linda Dr.
	Loma, Linda, CA 92354
Contact:	Capt. Mike Atchinson
Phone Number:	(909) 559-7181
Email:	matchinson@confire.org

Agency:	San Manuel Band of Mission Indians
Address:	26540 Indian Service Road
	Highland, CA 92346
Contact:	Chief Dino Beltz
Phone Number:	(909) 864-6928
Email:	DBeltz@SanManuel-NSN.Gov

All above listed references Fire Apparatus Solutions currently holds service/repair contracts with.

CITY OF COMPTON

CITY OF COMPTON (CUSTOMER)
Recommended for Approval by:

_____ Dated:_____
Ronerick Simpson, Fire Chief

Approved by:

_____ Dated: _____
Thomas Thomas, City Manager

Approved as to form:

By _____ Dated: _____
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

Quote #2

SOUTH COAST
EMERGENCY VEHICLE SERVICE

SERVICE AGREEMENT

Proposed Services:

- 90-day inspections with PM service
- Electrical diagnosis and repairs
- Engine diagnosis and repairs
- Parts Procurement
- Collision repair and paint
- Brakes and general repairs
- A/C repairs
- Seat upholstery
- Graphics, striping, reflective tape

CONTRACT PRICING

HOURLY RATES		INSPECTIONS	
PM Service	$105 / hour	90 Day BIT inspection	$85 / unit
Body/Paint	$138 / hour	Annual Pump Testing	$420
Mechanical	$105 / hour	Aerial Certification w/NDT	$2435
Electrical	$105 / hour	Aerial Certification w/o NDT	$2035

- This contract is effective upon agreement by both parties and will remain in effect until 6/30/2023. Any requested changes to this document shall be reviewed by both parties, and a new contract will be issued once agreement is reached.
- SCEVS will provide estimates for all work outside the scope of this document. Work will not commence prior to receiving approval.
- SCEVS will direct-bill for fuel consumed, road service fee, fleet maintenance, inspections, parts, supplies, and labor at the agreed rate. Invoices will be submitted at the completion of each repair order.

The next page contains pricing examples for units that SCEVS has recently serviced. Additional pricing for service of other units is available upon request.

///SIGNED///
Matthew Szafranek, General Manager, SCEVS
7/18/2022

SOUTH COAST
EMERGENCY VEHICLE SERVICE

2005 PIERCE ARROW XT		
44	15w40 Oil @ $7.33/qt	$322.52
2	Oil Filters @ $28.52/ea	$57.04
1	Fuel Filter BF5810	$15.18
1	Fuel Filter BF5813	$29.92
1	Air Filter	$278.26
1	Dessicant Dryer	$156.80
18	Differential Fluid @ $10.59/qt	$190.62
1	Coolant Filter	$88.67
28	Trans Fluid @ $3.61/qt	$101.08
1	Transmission Filter	$118.54
1	Power Steering Filter	$24.93
1	Pierce Valve Kit	$44.47
1	HazMat disposal fee	$25
1	Tax @ 10.25%	$148.94
14	Labor @ $105/hr	$1,470
	TOTAL PM COST/UNIT	**$3,071.97**

2019 PIERCE ARROW XT		
44	15w40 Motor Oil @ $7.33/qt	$322.52
2	Oil Filters @ $28.52/ea	$57.04
1	Fuel Filter BF5810	$15.18
1	Fuel Filter BF5813	$29.92
1	Air Filter	$278.26
1	Dessicant Dryer	$156.80
18	Differential Fluid @ $10.59/qt	$190.62
1	Coolant Filter	$88.67
28	Trans Fluid @ $3.61/qt	$101.08
1	Transmission Filter	$118.54
1	Power Steering Filter	$24.93
1	Pierce Valve Kit	$44.47
1	HazMat disposal fee	$25
	Subtotal	$1,453
1	Tax @ 10.25%	$148.94
14	Labor @ $105/hr	$1,470
	TOTAL PM COST/UNIT	**$3,071.97**

2005 International 4400 (A/L 428)		
38	15w40 Oil @ $7.33/qt	$278.54
1	Oil Filter	$50.43
1	Fuel Filter 3719	$17.61
1	Hydraulic filter	$28.89
1	Air Filter	$120.00
1	Cabin air filter	$23.61
1	Trans Filter Kit	$95.70
1	Purge Valve Kit	$192.04
1	AD-IP cartridge	$147.04
29	Trans Fluid @ $3.61/qt	$104.69
1	HazMat disposal fee	$25
	Subtotal	$1,084
1	Tax @ 10.25%	$111.06
8	Labor @ $105/hr	$840
	TOTAL PM COST/UNIT	**$2,034.61**

E422 1998 AMERICAN LaFRANCE		
42	15w40 Motor Oil @ $7.33/qt	$307.86
2	Oil Filter @ 48.57/filter	$97.14
1	Fuel Filter BF5810	$15.18
1	Fuel Filter BF5813	$29.92
1	Air Filter	$167.00
40	Trans Fluid @ $3.61/qt	$144.40
1	Trans Filter Kit	$95.70
1	Purge Valve Kit	$192.04
40	Differential Fluid @ $10.59/qt	$423.60
13	Coolant @$13.46/gal	$174.98
1	HazMat disposal fee	$25
	Subtotal	$1,673
1	Tax @ 10.25%	$171.46
14	Labor @ $105/hr	$1,470
	TOTAL PM COST/UNIT	**$3,314.28**

Fire Apparatus Solutions

Fire Apparatus Preventative Maintenance Proposal





CITY OF COMPTON



July 16, 2022

William Kalmikov
1762 S. Sycamore Ave
Rialto, CA 92376
Cell: 714-357-9706

City of Compton Fire Department
201 S. Acacia Ave
Compton, CA 90220

Dear Chief Simpson

I would like to thank you for giving us the opportunity, in providing fire mechanic services to your fleet. While reviewing our proposal, you will see that Fire Apparatus Solutions has all the capabilities and qualifications to service your fleet. We are a full-service dealership. We provide Parts Sales, Apparatus Sales, Equipment Sales, Service & Maintenance and Repairs.

Fire Apparatus Solutions attests that all information stated within the enclosed proposal is true and correct.

Thank you again for your time and consideration, should you have any questions or comments please, do not hesitate to contact me at (714) 357-9706.

Thank you,

William Kalmikov
President

BUSINESS ORGANIZATION

Fire **A**pparatus **S**olutions shop and main office is currently based in Rialto, CA. FAS has been in business for over sixteen years, with 23+ years of experience, FAS was founded in 2005 and was incorporated in 2009. Kalmikov Enterprises, Inc is the company's corporation name and the DBA is Fire Apparatus Solutions. Our property is approximately 64,000 square feet. We currently employ a total of 25 employees; 7 Office Staff, 4 Sales Reps, 14 Mechanics

FAS technicians possess over 20-year average of experience servicing heavy duty vehicles, fire apparatus and specialty equipment. We provide service, maintenance and repairs for the complete apparatus, including: Darley, Waterous & Hale pumps, ladder repair, cab & chassis service & repair. Additional repairs offered at our facility include body repair, panel/ structural/ plumbing modifications. We can provide Pump testing and 3rd party Ladder testing. We are also capable of performing quarterly and annual NFPA/D.O.T. Compliance inspections to maintain your fleet. We are proficient in electrical, air systems, welding of Stainless steel, steel and aluminum. Overall, we can perform all major and/or minor bumper to bumper truck service & repair.

FAS is a full-service dealer representing Apparatus sales, service and parts for: Smeal Fire Apparatus, US Tanker, Danko, Spartan Chassis, Ladder Tower Company (REV Brand). Our sole business is only Fire Apparatus. FAS specializes in PM, major and minor repairs. In addition to the previous mentioned manufactures FAS services numerous other products. FAS is also an authorized warranty service center for other Apparatus manufacturers. Such as: KME, BME, Rosenbauer, MCB, & Sutphen

FAS defines quality of service, as providing our customers with proficient and excellent customer support. A key aspect to provide this service is communication. A point of contact will be established between both parties. Usually a Battalion Chief, Admin Captain or Flee Supervisor coordinates all types of services with our service manager. Service manager is knowledgeable in troubleshooting & caring for all your types of vehicles being serviced. Prioritizing and directing the flow of work. He will aid the department in identifying any critical service criteria. It will be treated with the utmost urgency. This ranges in all aspects of servicing from breakdowns, to scheduled services and annuals. This will help keep trucks in service, eliminate any vehicle needlessly removed from service, while attending to proper maintenance schedules. We also offer in house pickup and delivery of units, and parts when needed.

FAS is a "one stop shop". Customer Service is the Focus of our business.

GENERAL SERVICES AND REQUIREMENTS

- 24/7 Emergency Services Available.
    - Afterhours line contact William Kalmikov at 714-357-9706.
    - Maximum response time shall never exceed a 24-hour period.
- Fire Apparatus Solutions proposes to assist with all maintenance and warranty coverage per the City's request.
- Fire Apparatus Solutions proposes to be the primary contact for vendor support for selected equipment for City of Compton's Fire Department.
- List of FAS Test Equipment and Tools
    - (3) Service trucks fully equipped with tools, air compressor, 20ft cargo trailer with equipment.
    - Hydraulic Press, pan box brake
    - 3 welding machines, capable of welding tig/mig/stick/air arc. For steel, aluminum, stainless steel
    - 3 laptops to communicate with ECM's for ABS, engine, transmission, SRS, Weldon V-mux.
    - Battery/alternator testers, clamp on amp meter tester, batter chargers
    - Pitot gauge sets, Psi Vacuum gauges, bench grinders, Cut off saws
    - 8K lb forklift
    - (6) Screw Drive Sefac Truck Lifts
    - Hydraulic floor jacks, pneumatic hydraulic floor jacks, frame lifting jacks
- Fire Apparatus Solutions Staff
    - See next page

CITY OF COMPTON

CITY OF COMPTON (CUSTOMER)
Recommended for Approval by:

_____ **Dated:**_____
Ronerick Simpson, Fire Chief

Approved by:

_____ **Dated:** _____
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated:** _____
Eric J. Perrodin, City Attorney

ATTEST:

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

quote #3

670 Opper St.
Escondido, California, 92029
760.839.2641 O – 760.557.5303 F
www.bitprosinc.com

July 18, 2022

To: Compton Fire Department

Re: Apparatus Service Proposal

Chief,

I want to say thank you for the opportunity to quote our mobile and shop services for your fleet. Our services are available 24/7/365 and both onsite and mobile services are available and our fleet is integraded with the fire service to allow us access to locations that may not be obtainable by other fleet repair companies.

Current shop rates until 4/1/2022 are as follows:
- **In shop repairs - $140.00/hr.**
- **Mobile repairs - $160.00/hr.**
- **After Hours or unscheduled services - $30.00/hr. additional to above.**

Please review the information and let me know if you would like to make any modifications to what I have.

Thank you for time and the opportunity to quote our services.

Chad Christianson
chad@bitprosinc.com
760.532.0211 cell

September 6, 2022

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **FIRE CHIEF**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH INSPIRON LOGISTICS, LLC FOR AN EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM FOR THE CITY ($12,590.00)**

SUMMARY

The attached Resolution authorizes the City Manager to enter into a three (3) year agreement with Inspiron, LLC for the provision of an emergency telephone mass notification system “Wireless Emergency Notification System” (WENS) for the City of Compton.

BACKGROUND

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

Many other government agencies and cities within Los Angeles County, the State of California, and throughout the Country and the Federal Government have implemented similar emergency telephone mass notification systems successfully and efficiently. These emergency telephone mass notification systems have been proven to save lives during many different kinds of disasters and emergencies.

The City presently had an emergency mass notification system (Code RED) which provided the technology and important features for emergency notification to City residents and stakeholders; however, the contract has expired on June 30, 2022.

STATEMENT OF THE ISSUE

The proposed mass notification system (WEN) has the capability for emergency notifications to residents, stakeholders, and City employees for welfare checks or to call them back into work and by making notifications even more accessible like unlimited voice calls, SMS, IPAWS, automated weather alerts, mobile apps, CAD integrations, unlimited training and important features.

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

HQE Systems Inc.	**($49,950) yearly**
OnPage Corporation	**($28,272) yearly**
OnSolve, LLC	**($23,760) yearly**
Inspiron Logistics	**($12,590) yearly**

After reviewing the proposals/bids submitted, staff recommends that awarding an agreement to Inspiron for the WENS system will be in the best interest of the City.

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

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

FINANCIAL IMPACT

The subscription fees and the cost of the emergency telephone mass notification system will be Twelve Thousand Five Hundred and Ninety Dollars ($12,590) for each one (1) year period. Funds in the amount of Twelve Thousand Five Hundred and Ninety Dollars will be available in the Fiscal year 2022-2023 in Account Number 1001-690-000-4269 for services rendered.

RECOMMENDATION

Staff is recommending that the City approve this Resolution and accept the current Notification Services Subscription Agreement with Inspiron Logistics, LLC for a period of three (3) years (i.e. July 1, 2022 through June 30, 2025).

RONERICK SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH INSPIRON LOGISTICS, LLC FOR AN EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM FOR THE CITY ($12,590.00)

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

WHEREAS, the City presently had an emergency mass notification system (Code RED) which provided the latest technology for emergency notification to City residents and stakeholders; however, the contract has expired on June 30, 2022; and

WHEREAS, relying solely on local television and radio stations to broadcast emergency information is not a complete or comprehensive way to reach everyone within the City in a timely fashion; and

WHEREAS, many other government agencies and cities within Los Angeles County, the State of California, and throughout the Country and the Federal Government have implemented similar emergency telephone mass notification systems successfully, which has saved many lives; and

WHEREAS, the current Agreement expired June 30, 2022 and to ensure the City's uninterrupted emergency telephone mass notification system; and

WHEREAS, an RFP was published on May 4, 2022, closed on May 25, 2022 for a
(3) three year subscription for the provision of an emergency telephone mass notification system; and

WHEREAS, we received the following proposals: HQE Systems Inc. ($49,950) yearly subscription; OnPage Corporation ($28,272) yearly subscription; OnSolve, LLC ($23,760) yearly subscription; and Inspiron Logistics ($12,590.) yearly subscription; and

WHEREAS, and after reviewing the bids/proposals, staff recommends that awarding a three (3) year Notification Services Subscription Agreement with Inspiron Logistics which provides a wireless solution to the latest technology with important features for emergency notification to City residents and stakeholders; which includes making notifications even more accessible to residents, stakeholders and City employees; and

WHEREAS, the subscription fees for the cost of the emergency telephone mass notification system will be Twelve Thousand Five Hundred and Ninety Dollars ($12,590.00) for the renewal one (1) year period; and

WHEREAS, funds will be available for this expenditure in the Fire Department Fiscal Year 2022-2023 budget in Account No. 1001-690-000-4269.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to issue a purchase order in the amount of Twelve Thousand Five Hundred and Ninety Dollars ($12,590.) and enter a Notification Services

Subscription Agreement with Inspiron Logistics, LLC for the period three (3) years beginning July 1, 2022 through June 30, 2025.

SECTION 2. That funding for this expenditure is available in the Fire Department's Fiscal Year 2022-2023 budget in Account No. 1001-690-000-4269.

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

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

4. Proposed Cost and Billing Structure

4.1 Assumptions Considered To Develop The Fee Options

- City of Compton will utilize the FEMA IPAWS alert for all Emergencies. As FEMA IPAWS Messages have the highest delivery rate for alerting channels, FEMA IPAWS Messages are the preferred message delivery channel for Alerting Authorities.
- City of Compton will utilize emails, mobile application push notifications, and social media page updates for any non-emergency alerts such as (not limited to list) non-emergency safety notices, administrative notices, upcoming events, road closures, etc.
- City of Compton will perform any all users test alerts via FEMA IPAWS and not the standard carrier network.

HQE has developed the best flexible cost package based on the assumptions made above. HQE is proposing two (2) different cost options for consideration.

Proposed Cost and Billing Structure Option A

Annual Cost	Description Of The Service

Flexible Package
$49,950.00 / YR
 	
Billed Monthly or Annually Depending On The City's Preference
 	
• Initial 60 Days At No Cost to allow the City to request HQE to make any minor changes that were not identified in the RFP. *
• After the initial 60 Days, the annual service (12 months) will start.
	Package Includes
	
	• Up to 2 Million SMS/Voice Calls Per Year
	• After 2 Million, Pays As You Use Rates With No Penalty Fees
	  ○ $0.02 Per SMS Texts
	  ○ $0.02 Per Voice Calls
	• Free Unlimited Emails
	• Free Unlimited Social Posts
	• Free Unlimited FEMA IPAWS Alerts
	• Free Unlimited Push Notifications
	• Free Text-To-Speech Modules
	• Up to 5 Free Foreign Languages for Auto Translation
	• Annual Refresher Training For City's Staff
	
	Includes training, all required security updates and patches. A fully hosted and services software

* Only required to cover the cost of SMS/Voice Calls during this cost-free period for modifications

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ONSOLVE

Sales Quote: Q-298266

Offer Expires: January 11, 2022

Prepared for:
Jimmy McCombs
Chief
City of Compton, CA
201 S. Acacia Avenue
Compton, CA 90220
(310) 537-8012
jimmy.mccombs@comptonfire.org

Prepared by:
Megan Stacy
SLG Account Manager
OnSolve
780 West Granada Blvd
Ormond Beach, FL 32174
(386) 202-2314
megan.stacy@onsolve.com

Payment Terms: Net 30
Billing Frequency: Annually
Currency: USD

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price*	Term Total
CodeRED Standard Renewal	07/01/2022 - 06/30/2023	1	$23,760.00	$23,760.00
CodeRED Premium Data	07/01/2022 - 06/30/2023	1	$0.00	$0.00
CodeRED Quarterly Data Load	07/01/2022 - 06/30/2023	1	$0.00	$0.00
CodeRED Foreign Language Message Translation	07/01/2022 - 06/30/2023	3	$0.00	$0.00
CodeRED IPAWS Integration	07/01/2022 - 06/30/2023	1	$0.00	$0.00
			Critical Communications Subscription Fees	$23,760.00

ORDER TOTAL **$23,760.00**

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	**$23,760.00**

*The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

OnPage BlastIt pricing is as follows:

ONPAGE - BlastIT							
Contacts	*Price / Contact*	*Monthly Cost*	*Yearly Cost*	*3-Yrs Cost*	*Gov Discount*	*Gov Price/Mo*	*Msgs Pckg*
250+	$3.50	$875.00	$10,500.00	$31,500.00	0%	$875.00	Unlimited
500+	$2.57	$1,287.00	$15,444.00	$46,332.00	0%	$1,287.00	Unlimited
1000+	$1.96	$1,956.00	$23,472.00	$70,416.00	10%	$1,760.40	Unlimited
1500 +	$1.57	$2,356.00	$28,272.00	$84,816.00	12%	$2,073.28	Unlimited
2500+	$1.27	$3,167.00	$38,004.00	$114,012.00	15%	$2,691.95	Unlimited
5000+	$0.98	$4,920.00	$59,040.00	$177,120.00	20%	$3,936.00	Unlimited
25,000+	$0.49	$12,300.00	$147,600.00	$442,800.00	25%	$9,225.00	Unlimited
50,000+	$0.30	$15,000.00	$180,000.00	$540,000.00	25%	$11,250.00	Unlimited

Price includes Web Console and unlimited messages in the United States. Additional Web Consoles can be purchased for $2,400 per year each.

A short code line will be required to send up to 24,000 messages in 4 minutes. The cost of a short code line is $1,500 per month.

Above pricing includes;

- Unlimited messages within the United States
- Web Console

Submitted by: _____ Date: _____

Official Pricing

QUOTATION #004921

Confidential

Quote for: City of Compton, CA

Quote Date: May 25th, 2022
Expires: Jun 25th, 2022
Contract Term: 1 Year
Rep: Scott Dettling – 866.998.WENS
sdettling@inspironlogistics.com

Annual Service		
Qty	**Product**	**Price (USD)**
1	**WENS System Account** • Unlimited Administrators • Unlimited Group & Subgroups • Unlimited Voice, SMS (SMPP) Text (Public Safety only), Email, Paging, Facebook, Twitter and Desktop Alerts • Unlimited "Keyword" functionality • Automated NOAA "Weather Alerts" • GIS Mapping (Google/Esri) w/shapefile import & storage • IPAWS (EAS, WEA,NWEM, etc.)	***$12,590.00 Year 1***
1	**WENS Voice Module for PUBLIC Notification** • Text to Speech Converter • Integrated Voice Recorder & Upload • Voice Delivery Receipts • Real-time reporting • Custom caller ID per account • Optional automated response module (user response) • Sample Voice Message option • Introduction feature w/custom on-the-fly creation • TDD/TTY Compliant	*included*
1	**WENS Shift Manager** • Position Tabulation • Response Generation & Reporting	included
1	**WENS Geographical Information System (GIS)** • Polygonal/Radius Selector Tool • Auto-Shape Inventory Recorder • NOAA Coordinate Analyzer • Automatic User geo-coding (long/lat convertor)	included

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4. Proposed Cost and Billing Structure

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• After the initial 60 Days, the annual service (12 months) will start.
	Package Includes
	
	• Up to 2 Million SMS/Voice Calls Per Year
	• After 2 Million, Pays As You Use Rates With No Penalty Fees
	  ○ $0.02 Per SMS Texts
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	• Free Unlimited FEMA IPAWS Alerts
	• Free Unlimited Push Notifications
	• Free Text-To-Speech Modules
	• Up to 5 Free Foreign Languages for Auto Translation
	• Annual Refresher Training For City's Staff
	
	Includes training, all required security updates and patches. A fully hosted and services software

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ONSOLVE

Sales Quote: Q-298266

Offer Expires: January 11, 2022

Prepared for:
Jimmy McCombs
Chief
City of Compton, CA
201 S. Acacia Avenue
Compton, CA 90220
(310) 537-8012
jimmy.mccombs@comptonfire.org

Prepared by:
Megan Stacy
SLG Account Manager
OnSolve
780 West Granada Blvd
Ormond Beach, FL 32174
(386) 202-2314
megan.stacy@onsolve.com

Payment Terms: Net 30
Billing Frequency: Annually
Currency: USD

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price*	Term Total
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CodeRED IPAWS Integration	07/01/2022 - 06/30/2023	1	$0.00	$0.00
			Critical Communications Subscription Fees	$23,760.00

ORDER TOTAL **$23,760.00**

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	**$23,760.00**

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Price includes Web Console and unlimited messages in the United States. Additional Web Consoles can be purchased for $2,400 per year each.

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Official Pricing

QUOTATION #004921

Confidential

Quote for: City of Compton, CA

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Qty	**Product**	**Price (USD)**
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1	**WENS Shift Manager** • Position Tabulation • Response Generation & Reporting	included
1	**WENS Geographical Information System (GIS)** • Polygonal/Radius Selector Tool • Auto-Shape Inventory Recorder • NOAA Coordinate Analyzer • Automatic User geo-coding (long/lat convertor)	included

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September 6, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT ($90,000.00)

SUMMARY

Adoption of this resolution by City Council will authorize the City Manager to establish a purchase order for ninety thousand dollars ($90,000.00) for Life Assist Medical Supplies, Inc. to purchase needed medical supplies and related equipment for the Compton Fire Department during Fiscal Year 2022-2023.

BACKGROUND

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

STATEMENT_OF_ ISSUE

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

ITEM DESCRIPTION	LIFE ASSIST	BOUND TREE	EMP
Albuterol	$8.74 (30 CT)	$2.95 (25 CT)	No Response
Blue Sensor Electrodes	$10.00 (50CT)	$2.98 (10 PK)	No Response
IV Solution (Dextrose 10%)	$5.66 (EA)	$2.66 (EA)	No Response
Lidocaine 2%	$2.70 (EA)	$51.33 (10 CT)	No Response

Upon review of the quotes for various needed supplies and equipment, staff has determined that the quotes submitted by Life Assist Medical Supplies, Inc. ("Life Assist") be accepted due to their responsive, reliable and cost-efficient quote. Additionally, Life Assist is the vendor currently utilized by the Department and has provided exemplary service along with competitive pricing.

FISCAL IMPACT

Funds for this expenditure are available in Account No. 1001-690-000-4260 of the 2022-2023 Fiscal Year budget.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

RONERICK D. SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT ($90,000.00)

WHEREAS, the City of Compton Fire Department ("Department") currently operates three paramedic units, four engine companies and one truck company that collectively respond to approximately 10,000 emergency medical services calls on an annual basis. These units must be stocked at all times with medical supplies and equipment to levels that are needed to provide care for the sick and injured; and

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

ITEM DESCRIPTION	LIFE ASSIST	BOUND TREE	EMP
Albuterol	$8.74 (30 CT)	$2.95 (25 CT)	No Response
Blue Sensor Electrodes	$10.00 (50CT)	$2.98 (10 PK)	No Response
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Lidocaine 2%	$2.70 (EA)	$51.33 (10 CT)	No Response

On review of the quotes for various needed medical supplies and equipment, staff has determined that the quotes submitted by Life Assist Medical Supplies, Inc. ("Life Assist") be accepted due to their responsive, reliable and cost-efficient quote. Additionally, Life Assist is the vendor currently used by the Department and has provided exemplary service along with competitive pricing; and

WHEREAS, funding for this expenditure have been budgeted in the Fire Department's 2022-2023 Fiscal Year Budget.

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

SECTION 1. That the City Manager is hereby authorized to establish a purchase order for Life Assist Medical Supplies, Inc. in the amount of ninety thousand dollars ($90,000.00).

SECTION 2. That funds for this expenditure are available in the Fire Department's 2022-2023 Fiscal year budget in Account No. 1001-690-000-4260.

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

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

ADOPTED this _____ day of _____, 2022.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2022.

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

Bound Tree

Quotation

Quotation#: 07/18/2022

Account Number: 220705-SHIP001

BILL-TO
COMPTON FIRE DEPT
301 N TAMARIND AVE
COMPTON, CA 90220-2422
Ship Method: >$150 NO FRT
Payment Terms: NET 30

SHIP-TO
COMPTON FIRE DEPT
1133 W ROSECRANS AVE
COMPTON, CA 90222-3827

Contact Name . Chris Evans
Phone Number . 951 202-9347

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
374904	10/BX	LIDOCAINE 2% 100MG 5ML LIFESHIELD SYRINGE 1026A 10EA/BX	1	$ 51.33	$ 51.33	12/31/2022
373369	10/CS	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS	1	$ 184.38	$ 184.38	12/31/2022
9501-25	25/BX	ALBUTEROL 0.083% 2.5MG, 3ML 25VIALS/BX	1	$ 2.95	$ 2.95	12/31/2022
2741-87003	30/BX	POSITRACE RTL FOAM, ADULT ECG ELECTRODE, CONDUCTIVE ADHESIVE GEL, 3/PK 10PK/BX, 20BX/CS	1	$ 4.79	$ 4.79	12/31/2022
1920-51010	1/EA	IV Flush Syringe, Normal Saline, 10ml prefilled in 10ml Syringe 30ea/bx 6bx/cs	1	$ 0.43	$ 0.43	12/31/2022
230005	10/PK	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK 200PK/CS	1	$ 2.98	$ 2.98	12/31/2022
411885	1/EA	MICRO MIST NEBULIZER W/ELONGATED ADULT AEROSOL MASK, 7 FT TUBING AND ST CONNECTOR 50EA/CS	1	$ 1.14	$ 1.14	12/31/2022
7520-20	1/EA	IV Solution, Dextrose 10% 250ml Bag 24ea/cs	1	$ 2.66	$ 2.66	12/31/2022
290690	100/BX	Gloves, Supreno SE, SM, Nitrile, Powder Free, Standard Textured Exam 100/bx 10bx/cs	1	$ 12.00	$ 12.00	12/31/2022
7800-09	1/EA	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs	1	$ 3.02	$ 3.02	12/31/2022

Life-Assist
Helping Heroes Save Lives

Quote No: Q100600

Quotation

Customer No: 90220FD
Quote Date: 7/12/2022
Expiration Date: 8/11/2022

FOB Destination -
We Pay FREIGHT!

Ship To: Compton Fire Department
Compton, CA 90222

Contact: Victor Lemus, EMS Coordinator
Phone: 562-244-0915
Fax:
eMail: vlie02@aol.com

Pay Terms: Net 30
FOB: Destination

Prepared By: Carrie Woodworth, Lead Pricing Specialist

	Quantity	Item Number	Description	Unit Price	Extension	Tax
1	1 ea	DR9594-25	Lidocaine 2%, 100mg/5ml SDPF Vial	2.70	2.70	N
2	1 ea	DR3369-00	Naloxone, 2 mg, 2 ml LUER-JET SYRINGE	39.66	39.66	N
3	1 bx	DR0200-30	Albuterol 2.5 mg, 3 ml (Box of 30 Vials)	8.74	8.74	N
4	1 bx	EL1875C	CONMED POSITRACE RTL Electrode (Box=10 pk/5)	12.95	12.95	Y
5	1 ea	IV610	AMSINO IV Set, Pre-Pierced/Sure-Lok, 10 drop	2.39	2.39	Y
6	1 pk	DR3065-46	BD PosiFlush Saline Syringe, 10 ml (Pk/30)	24.65	24.65	N
			This product is currently on allocation and quantities are limited. Please contact Customer Care at 800-824-6016 for current availability.			
7	1 pk	EL9050SP	Ambu BLUE SENSOR Electrode, 1.5" (Packs of 50)	10.00	10.00	Y
8	1 ea	OM1883	MICRO MIST Nebulizer with tee and mouthpiece	1.17	1.17	Y
9	1 ea	SL5202	Dextrose 10%, B Braun IV Solution, 250 ml Bag	5.66	5.66	N
			This product is currently on allocation and quantities are limited. Please contact Customer Care at 800-824-6016 for current availability.			
10	1 bx-100	GL690S	SUPRENO SE Nitrile Exam Glove, Small	21.00	21.00	Y
11	1 cs-12	SL7800-09	Sodium Chloride IV Solution, 0.9%, B Braun,1000 ml Bag, E3	71.64	71.64	N
			This product is currently on allocation and quantities are limited. Please contact Customer Care at 800-824-6016 for current availability.			

11277 Sunrise Park Drive
Rancho Cordova, CA 95742
(800) 824-6016 Phone
(800) 290-9794 Fax
customerservice@life-assist.com
www.life-assist.com

September 6, 2022

TO: **HONORABLE MAYOR AND COUNCIL**

FROM: **COMPTON FIRE DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH LORNA MENDOZA, RN TO PROVIDE NURSE EDUCATOR SERVICES FOR THE COMPTON FIRE DEPARTMENT AND ESTABLISH A PURCHASE ORDER ($39,990.00)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year (i.e. July 1, 2022 through June 30, 2025) professional services agreement with Lorna Mendoza, RN for the purpose of providing training, education, quality assurance and quality improvement for the Compton Fire Department personnel who respond to medical emergencies via the “911” system. And, to establish a purchase order in the amount of Thirty-Nine Thousand Nine Hundred and Ninety Dollars ($39,990.00) for services to be rendered during the Fiscal Year 2022-2023.

BACKGROUND

The Compton Fire Department (“Department”) currently operates three (3) paramedic units, four (4) fire engines and one (1) truck to provide emergency medical care and treatment to those accessing the emergency “911” system. The Department must maintain a Continuing Education and Quality Assurance Program to be reviewed by Los Angeles County Department of Health Services annually. In the course of the responders’ duties, education, training, and quality assurance measures need to be established and monitored on an ongoing basis. Industry standards recommend that procedures are monitored and examined. The majority, if not all, fire agencies utilize a registered nurse to conduct training sessions for emergency medical personnel, as well as handle the quality assurance and improvements in their respective departments.

The previous Nurse Educator’s contract ended on June 30, 2022, therefore leaving the Department with a void, because of the nature of the work being performed by field personnel, this crucial service must be performed.

STATEMENT OF ISSUE

Staff advertised for Nurse Educator Services on May 4, 2022, the department staff also solicited proposals from various professionals in the industry via email and through announcement during the bi-monthly meetings held at the EMS Agency in Santa Fe Springs. On May 25, 2022 we received (1) one proposal in response to the RFP. That proposal was from Lorna Mendoza RN at fees of $65.00 per hour. The other professionals whom the Department reached out to were non-responsive. After evaluation of the proposal submitted staff determined that the proposal and fee submitted by Lorna Mendoza, RN was deemed the most responsive to provide the needed services.

By contracting with a qualified professional to provide these needed services the issues of quality assurance and control can be tracked with the results provided to the Los Angeles County Department of Health Services as required by all agencies providing Pre-Hospital Care in the County of Los Angeles.

Staff is recommending that the City enter into a three (3) year (i.e. July 1, 2022 through June 30, 2023) professional service agreement with Lorna Mendoza, R.N. Cost for the agreement is as follows:

First Year	(FY 2022-2023)	= $39,990.00
Second Year	(FY 2023-2024)	= $39,990.00
Third Year	(FY 2024-2025)	= $39,990.00

City Council approval is needed because the expenditure exceeds $25,000.00 Dollars.

FISCAL IMPACT

Funds for this expenditure for Fiscal Year 2022-2023 are currently budgeted in the Fire Department budget in Account No. 1001-690-000-4269.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

RONERICK D. SIMPSON, FIRE CHIEF

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH LORNA MENDOZA, RN TO PROVIDE NURSE EDUCATOR SERVICES FOR THE COMPTON FIRE DEPARTMENT AND ESTABLISH A PURCHASE ORDER ($39,990.00)

WHEREAS, the Compton Fire Department ("Department") currently operates three (3) paramedic units, four (4) fire engines and one (1) truck to provide emergency medical care and treatment to those accessing the emergency "911" system; and

WHEREAS, in the course of the responders' duties, education, training, and quality assurance measures need to be established and monitored on an ongoing basis; and

WHEREAS, the Department must maintain a Continuing Education and Quality Assurance Program to be reviewed by Los Angeles County Department of Health Services annually; and

WHEREAS, the Department does not have the qualified and experienced staff to perform these functions, thus the department must hire a qualified and experienced nurse educator to teach continuing educating, oversee and review Emergency Medical Services forms and maintain its Quality Assurance Program; and

WHEREAS, staff advertised for Nurse Educator Services on May 4, 2022, the department staff also solicited proposals from various professionals in the industry via email and through announcement during the bi-monthly meetings held at the EMS Agency in Santa Fe Springs.

WHEREAS, on May 25, 2022 we received a proposal from Lorna Mendoza: RN at fees of $65.00 per hour. The various professionals whom the Department reached out to were non-responsive. The selection of the most responsive qualified consultant was on the basis of demonstrated competence and professional qualifications.

WHEREAS, after evaluation of the proposal submitted staff determined that the proposal and fee submitted by Lorna Mendoza, RN was deemed the most responsive to provide the needed services.

WHEREAS, the selection of the most responsive qualified consultant was on the basis of demonstrated competence and professional qualifications and after evaluation of the proposals submitted, and

WHEREAS, funds for this expenditure are allocated in the Fire Department's 2022-2023 Fiscal Year Budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year (i.e. July 1, 2022 through June 30, 2025) professional services agreement with Lorna Mendoza, RN for the purpose of providing training, education, quality assurance and quality improvement for the Compton Fire Department personnel who respond to medical emergencies via the "911" system at a cost of $39,990.00 for Fiscal Year 2022-23; $39,990.00 for Fiscal Year 2023-2024; and $39,990.00 for Fiscal Year 2024-2025.

Section 2. That a purchase order in the amount of Thirty-Nine Thousand Nine Hundred and Ninety-Dollars ($39,990.00.00) is authorized to be established for Lorna Mendoza, R.N. for services to be performed.

Section 3. That funds in the amount of Thirty-Nine Thousand Nine Hundred Ninety Dollars ($39,990.00) for this expenditure are available in the Fire Department's 2022-2023 Fiscal Year budget in Account No. 1001-69-0000-4269.

Section 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Attorney, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____ 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

Cust Id: 314 Ad Id: 28902 Sch Id: 86458
Your Control #: NURSE EDUCATOR Publication

THE COMPTON BULLETIN
800 E. COMPTON BLVD.
COMPTON, CA 90221
310-635-6776

VERNELL MCDANIEL
CITY OF COMPTON
CITY CLERKS OFFICE
205 S WILLOWBROOK AVENUE
COMPTON, CA 90220

Proof of Publication

2015.5 C.C.P.

State of CA, County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of The Bulletin, a newspaper of general circulation, published weekly in the City of Compton, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/04/22

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Compton, CA on

Signature Kyra Grace Kellogg 05/06/2022

REQUEST FOR PROPOSAL

NURSE EDUCATOR SERVICES

CITY OF COMPTON FIRE DEPARTMENT

The City of Compton is seeking proposals from qualified individuals for Nurse Educator Services for the purpose of providing training, education, quality assurance and quality improvement for the Compton Fire Department personnel who respond to medical emergencies via the "911" system. A formal Request for Proposal (RFP) is accessible from the City's website at http://www.comptoncity.org/officials/clerk/bids.

In order to be considered in the selection process, interested parties shall submit five (5) copies of their proposal no later than 5:00 p.m. on Wednesday, May 25, 2022 to:

City of Compton

Alita Godwin

City Clerk's Office

205 South Willowbrook Avenue
Compton, CA 90220

All inquiries relating to this RFP process shall be submitted to Ronerick D. Simpson, Fire Chief, Compton Fire Department, City of Compton, 201 South Acacia Avenue, Compton, CA 90220. For telephone inquiries, call (310) 605-5670, and/or email inquiries to rsimpson@comptoncity.org.

The City of Compton thanks you for your interest.

Sincerely,

Alita Godwin

City Clerk

Publish Dates: May 4, 2022

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
LORNA MENDOZA, RN, BSN, MICN, PCC

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **Lorna Mendoza, RN, BSN, MICN, PCC** (hereinafter referred to as **"CONSULTANT" or "COORDINATOR"**), located at

RECITALS:

WHEREAS, the Compton Fire Department's paramedics and/or emergency medical technicians provide and administer emergency medical services during the course of their duties, thus, the City has identified the need for employing a registered nurse under contract to provide continuing education and training needs which meet the criteria established and required by the Los Angeles County Department of Health Services and the State of California; and

WHEREAS, Consultant (Lorna Mendoza, R.N.) represents that she is a licensed registered nurse, mobile intensive care nurse and pre-hospital care coordinator, in good standing, specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the ____ of _____ 2022, the City Council authorized the City Manager to enter into a thirty-six (36) month (July 1, 2022 through June 30, 2025) professional services agreement with Lorna Mendoza, R.N. to provide the necessary services; and

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

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

AGREEMENT:

1. **Services to be rendered by consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional consultation services as Medical Services Educator/Quality Improvement Coordinator for the City of Compton Fire Department ("Department"), as more particularly detailed in the **"Scope of Services,"** which is attached hereto, identified as **Attachment A,** and incorporated herein.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at his own cost and expense (except as otherwise expressly agreed to be furnished by the City), necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of his profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons Consultant determines that are necessary, if any, to perform the services required by this Agreement. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give his personal attention to the fulfillment of the provisions of this Agreement by all of his employees and subconsultants, if any, and will keep the services under his control. On demand of City, if any employee or subconsultant of consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services rendered pursuant to this Agreement.

Lorna Mendoza, R.N., shall be primarily responsible for performing the services required by this Agreement.

2. **Duration of Contract.** The parties agree that this Agreement shall commence effective July 1, 2022 and be effective through June, 30, 2025, unless terminated earlier.

3. **Compensation.** The method of payment for the services rendered will be based on a fee-for-services basis, billable at a rate of **Sixty-Five Dollars ($65.00)** per hour. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant shall be limited not-to-exceed the amount of **Thirty-Nine Thousand Nine Hundred and Ninety Dollars ($39,990.00)** during the period of July 1, 2022 through June 30, 2025.

The total sum paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the services. In the instance of a change in the scope of services, adjustment to the compensation may be negotiated between the Consultant and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, for the undisputed reasonable value of services performed, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing.

Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Fire Chief of the Compton Fire Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

Unless there is a dispute as to the validity of the services and/or charges submitted, if the City fails to compensate Consultant for the invoiced amount within at least thirty-seven (37) days after receipt of the itemized invoice, then the Consultant may upon five (5) days written notice to the City, cease performing the services for the City until the amount outstanding and due has been received by the Consultant.

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

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

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

5. Independent Consultant Status. Consultant, her employees, subconsultants, subconsultants, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent Consultant and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subconsultants for employment, notices setting forth the provisions of this non-discrimination clause.

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

8. Subcontracting. Consultant's services are unique and personal. Except as may be agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of Fire Chief. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement

applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

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

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

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

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

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

Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations, including, but not limited to strict

compliance with the California Confidentiality of Medical Information Act and the Health Insurance Portability and Privacy Act and any regulations promulgated thereunder.

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

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

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the

Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

20. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this Agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

21. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

22. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

23. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

24. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

25. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:	**Lorna Mendoza** **8171 Michael Dr. Unit B** **Huntington Beach, CA 92647** **714-856-5118** **Giussef2002@hotmail.com**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Fire Chief, Compton Fire Department** **(310) 605-5670** **(310) 632-8414 – fax.**
Copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

27. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

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

Lorna Mendoza, R.N.
CONSULTANT/COORDINATOR

Dated: _____ **By _____**
Lorna Mendoza, R.N.

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Ronerick Simpson, Fire Chief

Approved by:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

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

"ATTACHMENT A"

**Professional Services Agreement – Lorna Mendoza, R.N. (Consultant)
Emergency Medical Services Educator/Quality Improvement Coordinator
Compton Fire Department Emergency Medical Services**

Scope of Services Provided by Consultant:

1. Consultant's services shall be provided subject to the approval of the Fire Chief of the Compton Fire Department ("Department") or his/her authorized designee.

2. Consultant shall identify and analyze on an on-going basis, the training needs of the Department's paramedics and emergency medical technicians.

3. Consultant shall provide annually, a minimum of twenty-four (24) hours of relevant continuing education to each Department shift (i.e. Shifts "A", "B", and "C") of the Department's paramedics and/or emergency medical technicians. All continuing education so provided shall meet the criteria established by the County of Los Angeles Department of Health and the State of California to fulfill re-certification requirements. Training will be delivered at the City's Fire stations.

4. Consultant shall monitor and evaluate the performance, skills and application of knowledge of pre-hospital care personnel in a clinical and/or field setting; identifying any deviation from the standard of care.

5. Consultant shall maintain Quality improvement Plan, develop Quality Improvement indicators, monitor compliance and analyze trends by evaluating documentation of EMS reports and work to design and provide training to fulfill specific identified needs. Consultant shall provide representation at Los Angeles County EMS QI meetings quarterly.

6. Consultant shall provide such records, policies and reports to the Fire Chief and/or his/her authorized designee as will permit an effective and comparable evaluation of the programs above.

7. Consultant shall assist in the selection and training of the Department's paramedic/emergency medical technician's trainees as needed.

8. Consultant shall assist the PMC by acting as liaison with hospital representatives to review and analyze pre-hospital patient care in relation to hospital outcome data with the goal of quality assurance/improvement.

September 6, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR PAYMENT OF THE CITY'S MEMBERSHIP DUES TO GATEWAY CITIES COUNCIL OF GOVERNMENTS ($28,350)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order for City's annual membership dues to Gateway Cities Council of Governments in the amount of twenty-eight thousand three hundred fifty dollars ($28,350).

BACKGROUND

Gateway Cities Council of Governments provide educational resources to the City on issues facing local governments and provides networking opportunities with other City officials.

STATEMENT OF THE ISSUE

The City's membership dues must be paid for the City to remain in good standing and for City officials to attend conferences, workshops and utilize online resources. A purchase order needs to be issued for Gateway Cities Council of Governments in the amount of $28,350.

FINANCIAL IMPACT

Funds for Memberships and Publications in Account No. 1001-510-000-4219 have been appropriated in Fiscal Year 2022-2023 Approved Budget, which will cover the membership dues of $28,350.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR PAYMENT OF THE CITY'S MEMBERSHIP DUES TO GATEWAY CITIES COUNCIL OF GOVERNMENTS ($28,350)

WHEREAS, the City of Compton has annually renewed membership dues for Gateway Cities Council of Governments; and

WHEREAS, membership in this organization provide educational resources to the City on issues facing local governments and networking opportunities for City officials; and

WHEREAS, annual membership dues must be paid for the City to remain in good standing and for City officials to attend conferences, workshops and utilize online resources; and

WHEREAS, funds for this expenditure in the amount of Twenty-Eight Thousand Three Hundred Fifty Dollars ($28,350) are located in the Fiscal Year 2022-2023 Approved Budget in Account No. 1001-510-000-4219 for Memberships and Publications; and

WHEREAS, City Council approval is needed in order for the City Manager to issue a purchase order on behalf of the City.

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 totaling $28,350 to pay annual City's membership dues to Gateway Cities Council of Governments.

SECTION 2. That funds for membership dues are available in the Fiscal Year 2022-2023 Budget in Account No. 1001-510-000-4219 in the amount of Twenty-Eight Thousand Three Hundred Fifty Dollars ($28,350).

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

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

ADOPTED this _____ day of _____, 2022.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

September 6, 2022

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING AMENDED CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF OFFICE ASSISTANT III**

SUMMARY

The City Council will consider a resolution amending the Position Classification Plan to amend the position of Office Assistant III.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to amend the position of Office Assistant III.

The City and representatives of the applicable employee bargaining union, AFSCME 3947, met, conferred and agreed to amend the Position Classification Plan and update the position of Office Assistant III.

After conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on June 6, 2022, the Personnel Board approved amendment to the classification plan to include the amended classification specification of Office Assistant III and recommend approval and adoption thereof to the City Council at its meeting conducted on June 16, 2022.

STATEMENT OF ISSUE

Staff determined that in order to better classify the positions according to authority, duties and responsibilities and to meet the current departmental needs, it is necessary to amend the Classification Plan by amending the classification of Office Assistant III. These revisions will update the existing Classification Plan.

FISCAL IMPACT

The salaries for the new classifications are included in the City's 2022-2023 adopted Fiscal Year's budget; therefore, no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

It is recommended that the proposed resolution be adopted by the City Council.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING AMENDED CLASSIFICATION SPECIFICATIONS FOR OFFICE ASSISTANT III

WHEREAS, the City Manager authorized a review of the City's Position Classification Plan to amend the Office Assistant III position; and

WHEREAS, the City and representative(s) of AFSCME 3947, conferred and agreed to amend the Position Classification Plan to include the amended classifications; and

WHEREAS, after conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on June 6, 2022, the Personnel Board approved an amendment to the classification plan to include the amended classification specification for Office Assistant III and recommend approval and adoption thereof to the City Council on June 16, 2022; and

WHEREAS, after review, staff has determined that in order to better classify the positions according to authority, duties and responsibilities and to meet the current departmental needs, it is necessary to amend the Classification Plan by amending the classifications of Office Assistant III**;**

WHEREAS, the salary for the above classification is included in the City's 2022-2023 adopted Fiscal Year budget; therefore, no anticipated fiscal impact will result from approving this resolution.

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

Section 1. That the proposed classification plan includes the amended classification specification for Office Assistant III is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. The salaries for the above classifications are included in the City's 2022-2023 adopted Fiscal Year budget; therefore, no anticipated fiscal impact will result from approving this resolution.

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

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

ADOPTED this _____ day of _____, 2022.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) so
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 _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

"CURRENT"

City of Compton

OFFICE ASSISTANT III

Definition

Under general supervision, performs a variety of difficult and complex duties requiring considerable program knowledge, technical evaluation of information, the use of advanced clerical skills, and which may include leading the work of others engaged in clerical activity; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This class is distinguished by the use of advanced clerical and basic administrative evaluation/coordination skills. It is distinguished from the lower level of Office Assistant II by such administrative/technical skills; and from the secretarial series by the lack of emphasis placed on the provision of direct clerical/secretarial support to an administrator.

EXAMPLES OF DUTIES

Depending on assignment, duties may include, but are not limited to, the following:

1. Performa complex clerical/technical work involving the examination and evaluation of a variety of source materials and thorough knowledge of the policies, procedures, and applicable regulations to complete work.

2. Compiles from a variety of materials, information to support departmental programs or recommendations for change in departmental procedures, policies, and programs.

3. Gives information to the public and interdepartmental representatives which requires judgment and interpretation of technical information, laws, policies, and procedures pertinent to area of specialization.

4. Prepares a variety of documents from written or recorded sources operates a standard typewriter or data/word processing equipment in the preparation of documents.

5. Recommends and assists in implementing office programs and clerical systems, procedures, and policies.

6. May assist in budgeting, inventory control, and purchasing review processes for assigned work unit.

7. Provides temporary and vacation relief in similar occupational fields as necessary.

"CURRENT"

OFFICE ASSISTANT III

QUALIFICATION GUIDELINES

Experience/Education

Three (3) years of responsible general office/clerical work experience, at the level of Office Assistant I or higher, requiring the application of policies and procedures, composing of correspondence or routine reports.

Knowledge

Thorough knowledge of office methods and practices; public contact techniques; office equipment operation.

Considerable knowledge of correct English usage, spelling grammar, and punctuation; public contact techniques; letter/report writing.

Working knowledge of City and program or organization, policies, and procedures applicable to the assigned work unit; data collection, evaluation, and presentation techniques.

Ability to:

Perform a variety of difficult clerical and routine administrative tasks, requiring the exercise of independent judgment; apply policies, procedures, and processes; evaluate unusual situations and resolve through application of City/department policy; communicate effectively, verbally and in writing; use correct English grammar, punctuation, and spelling; proofread; perform arithmetical and simple statistical calculations; understand and follow oral and written direction; establish and maintain cooperative working relationships.

Special Requirements

This classification requires typing ability and skill. Applicants must demonstrate proficiency in typewriter operation at the rate of 50 words per minute.

"CURRENT"

Council Approval: 11/22/83

City of Compton		
OFFICE ASSISTANT III		
Department: Various	**Class Code:**	1015
Revised Date: March 2022	**FLSA Status:**	Non-Exempt
Council Approved:	**Bargaining Unit:** AFSCME 3947	
Personnel Board Approved:		

GENERAL PURPOSE: Under general supervision, performs specialized administrative, secretarial and clerical work in support of assigned department or office; types and proofreads documents and correspondence; performs a variety of administrative, research and financial support functions; provides information and assistance to the public regarding departmental policies and procedures; and performs other related duties.

SUPERVISON RECEIVED/EXCERCISED: Works under the close supervision of the departmental supervisor or other management personnel; does not exercise supervisory responsibility.

DISTINGUISHING CHARACTERISTICS: This is the journey level in the Office Assistant job series. This class may be distinguished from the entry-level (Office Assistant I) by the greater complexity and difficulty of work performed. Work is performed under close supervision.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- Prepares, types, and proofreads a variety of documents including general correspondence, agendas, minutes, public hearing notices, affidavits, reports, memoranda, and statistical charts from rough draft or verbal instruction.
- Prepares invoices for payment; resolves billing problems; updates and distributes bid specification packages and maintains contract files.
- Records and monitors revenue and expenditures; prepares and tracks purchase requisitions for payment to vendors. Processes partial payment of special check requests.
- Maintains payroll information; processes time cards; records absence requests, vacation and overtime; tracks employee work schedules; updates personnel records; types employee evaluations; assists in orienting new employees to division practices and procedures.
- Responds to requests for information via mail, phone or in-person; gathers appropriate forms and documents, searches for and copies documents from archived records and forwards to requestor; opens, time stamps and distributes mail.
- Conducts a variety of general office duties including processing departmental mail, ordering office supplies; processes and coordinates travel arrangements and reimbursements.
- Maintains forms, records, reports, correspondence files, and related information in a systematic manner.
- Maintains inventory of supplies and prepares a list of supplies to be ordered.
- Researches, copies, distributes and files paperwork such as meeting minutes, contracts, performance review forms, timesheets, and general correspondence.
- Assists with special projects or events; may coordinate or oversee special programs or services.
- Maintains and enforces all aspects of security and confidentiality of records and information.
- Performs other duties as assigned or required.

JOB DESCRIPTION
OFFICE ASSISTANT III

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a High School diploma, G.E.D. or equivalent, AND three (3) years of clerical or office experience at the level of Office Assistant I ; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- None.

Required Knowledge of:

- City and departmental organization, operations, policies and procedures.
- City Code, City Ordinances, and Standard Operating Manual.
- Standard office principles and procedures.
- Capabilities and functions of word processing applications software.
- Basic math principles.
- Principles of business English, grammar and punctuation.
- Telephone etiquette and customer service protocol.

Required Skill in:

- Using general office equipment such as telephones multi-line telephone system, fax, duplicating machines, copiers, and computers.
- Recording and retrieving general information.
- Following oral and written instructions.
- Operating a personal computer utilizing a variety of business software.
- Performing mathematical calculations with speed and accuracy.
- Entering data and numerical information into a computer system with speed and accuracy.
- Correcting and updating financial information systems.
- Communicating effectively with others both orally and in writing.
- Dealing effectively with the general public.
- Establishing and maintaining effective working relationships with those contacted in the course of work.

Physical Demands / Work Environment:

- Work is performed indoors in an office setting.
- Work requires frequent light lifting and carrying.
- Moderate finger dexterity and near vision is required.
- May be exposed to minor amounts of dust.

September 6, 2022

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **PUBLIC WORKS DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS), THE 91/605/405 MAJOR CORRIDOR STUDY AND THE ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY FOR FISCAL YEAR 2022-2023 IN AN AMOUNT NOT TO EXCEED FIFTY ONE THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND SEVENTY NINE CENTS ($51,551.79)**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2022-2023.

BACKGROUND

I-710 Corridor Environmental Impact Report/Environmental Impact Statement

The mission of the GCCOG includes transportation planning for the sub-region and advocating for maximum public sector funding for city and sub-regional projects. GCCOG adopted improvement of the I-710 freeway as one of its transportation priorities. The purpose and need for the study is to analyze traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the corridor. GCCOG served as the advocate for the inclusion of impacted municipalities in the completion of the study.

In April 2008, GCCOG entered into a Memorandum of Understanding (MOU) with Caltrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to study the locally preferred strategy developed by the Major Corridor Study and alternative improvements to the I-710. The MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed officers.

91/605/405 Major Corridor Study

There are 15 separate communities in the SR-91/I-605/I-405 Corridor and each has unique needs, concerns and culture of community involvement. There are also similarities regarding certain concerns such as impact of future freight growth on mobility, air quality and economic viability of the individual communities, and potential property impacts for any freeway widening.

The study provides a foundation for understanding the mobility demands of the three freeway corridors, the complete range of multi-modal improvement needs, and how the improvement project should be shaped to accommodate the needs and concerns of the Gateway Cities.

Atlantic Avenue/Boulevard Corridor Study

This study will evaluate the Atlantic Corridor beginning in the City of Long Beach traversing north to unincorporated Los Angeles County, for a complete street. Two primary alternatives to be considered include 1) the Atlantic Corridor as a "Complete Street" in the feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges and project benefits. The results would provide potential funding partners with an understanding of the holistic context of conditions, levels of service, truck volumes/impacts, pavement rehabilitation, pedestrian and bicycle traffic, transit connections, parking, commercial and residential linkages, city entryways/gateways, and potential safe routes to school options.

The study would require participation and consensus from all stakeholders including the cities Compton, Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and unincorporated Los Angeles County, on the general consistency and aesthetic theme of the corridor.

STATEMENT OF THE ISSUE

In order for the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2022-2023, City Council's authorization is necessary.

FISCAL IMPACT

The amount of the invoices listed below will be received annually until the projects are completed.

Local Agency Participation in the EIR/EIS report for the I-710 Corridor	$ 25,000.00
Local Agency Participation in the 91/605/405 Major Corridor Study	$ 20,000.00
Local Participation in the Study for the Atlantic Corridor	$ 6,551.79
	$ 51,551.79

Funds to pay for participation fees for the above invoices in an amount not to exceed Fifty One Thousand Five Hundred Fifty-One Dollars and Seventy-Nine Cents **($51,551.79)** are available in Public Works Department's 2022-2023 Fiscal Year budget in Account No. 1900-710-000-4262.

ALTERNATIVES

The alternative is that the City of Compton would no longer be a part of the GCCOG and would not provide input with regards to the I-710 Corridor EIR/EIS Report, the 91/605/405 Major Corridor Study or the Atlantic Avenue/Boulevard Corridor Study.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Gateway Cities Council of Governments in the amount of $51,551.79.

ALVIN BAUTISTA, P.E.
CITY ENGINEER

APPROVED AS TO FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN DISCUSSIONS FOR THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS), THE 91/605/405 MAJOR CORRIDOR STUDY, AND THE ATLANTIC AVENUE/BOULEVARD CORRIDORS STUDY FOR FISCAL YEAR 2022-2023 IN AN AMOUNT NOT TO EXCEED FIFTY ONE THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND SEVENTY NINE CENTS ($51,551.79)

WHEREAS, this resolution authorizes the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2022-2023; and

WHEREAS, the mission of the GCCOG includes transportation planning for the sub-region and advocating for maximum public sector funding for city and sub-regional projects; and

WHEREAS, GCCOG adopted improvement of the I-710 Freeway as one of its transportation priorities; and

WHEREAS, the purpose and need for the study is to analyze traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the corridor and the GCCOG served as the advocate for the inclusion of impacted municipalities in the completion of the study; and

WHEREAS, in April 2008, GCCOG entered into a Memorandum of Understanding (MOU) with Caltrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to study the locally preferred strategy developed by the Major Corridor Study and alternative improvements to the I-710; and

WHEREAS, the MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed officers; and

WHEREAS, there are 15 separate communities in the SR-91/I-605/I-405 Corridor and each has unique needs, concerns and culture of community involvement and there are also similarities regarding certain concerns such as impact of future freight growth on mobility, air quality and economic viability of the individual communities, potential property impacts for any freeway widening; and

WHEREAS, the study provides a foundation for understanding the mobility demands of the three freeway corridors, the complete range of multi-modal improvement needs, and how the improvement project should be shaped to accommodate the needs and concerns of the Gateway Cities; and

WHEREAS, the study will evaluate the Atlantic Corridor beginning in the City of Long Beach traversing north to unincorporated Los Angeles County, for a complete street and two primary alternatives considered include 1) the Atlantic Corridor as a “Complete Street” in the feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges and project benefits; and

WHEREAS, the results would provide potential funding partners with an understanding of the holistic context of conditions, levels of service, truck volumes/impacts, pavement rehabilitation, pedestrian and bicycle traffic, transit connections, parking, commercial and residential linkages, city entryways/gateways, and potential safe routes to school options; and

WHEREAS, the study would require participation and consensus from all stakeholders including the cities of Compton, Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and unincorporated Los Angeles County, on the general consistency and aesthetic theme of the corridor; and

WHEREAS, in order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid; and

WHEREAS, the amount of fees are listed below and will be received annually until the projects are completed.

Local Agency Participation in the EIR/EIS report for the I-710 Corridor	$ 25,000.00
Local Agency Participation in the 91/605/405 Major Corridor Study	$ 20,000.00
Local Participation in the Study for the Atlantic Corridor	$ 6,551.79
	$51,551.79;

and

WHEREAS, funds to pay for participation fees are in an amount not to exceed Fifty One Thousand Five Hundred Fifty One Dollars and Seventy Nine Cents **($51,551.79)** are available in Public Works Department's 2022-2023 Fiscal Year budget in Account No. 1900-710-000-4262; and

WHEREAS, in order for the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2022-2023, City Council's authorization is necessary

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

SECTION 1. That the City Manager is authorized to issue a purchase order to GCCOG in the amount of Fifty One Thousand Five Hundred Fifty One Dollars and Seventy Nine Cents ($51,551.79).

SECTION 2. That the funds to pay for membership and participation fees are available in Public Works Department's 2022-2023 Fiscal Year budget in Account Number 1900-710-000-4262.

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

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

ADOPTED this _____ day of _____, 2022.

_____
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 **_____** 2022.

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

September 6, 2022

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A REQUEST TO SCHEDULE A PUBLIC HEARING TO ADOPT THE CITY'S 2020 URBAN WATER MANAGEMENT PLAN (UWMP)**

SUMMARY

Staff is requesting a Public Hearing to adopt the City's 2020 Urban Water Management Plan (UWMP). Staff requests a public hearing be set for **Tuesday, October 4, 2022 at 5:45 p.m.**

The public hearing will be held in the City of Compton Council Chambers at 205 S Willowbrook Avenue, Compton, CA 90220.

THOMAS THOMAS
CITY MANAGER

September 6, 2022

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A REQUEST TO SCHEDULE A PUBLIC HEARING TO ADOPT THE CITY'S 2020 WATER SHORTAGE CONTINGENCY PLAN (WSCP)**

SUMMARY

Staff is requesting a Public Hearing to adopt the City's 2020 Water Shortage Contingency Plan (WSCP). Staff requests a public hearing be set for **Tuesday, October 4, 2022 at 6:00 p.m.**

The public hearing will be held in the City of Compton Council Chambers at 205 S Willowbrook Avenue, Compton, CA 90220.

THOMAS THOMAS
CITY MANAGER

September 6, 2022

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

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

Recommendation: Authorize travel to attend the Congressional Black Caucus

Location: Washington, DC

Meeting Date: September 28, 2022 thru October 2, 2022

Approximate Cost: Registration: **$200** (Per attendee)
Hotel: **$273.00** per night (plus taxes and fees)
Transportation: **$435.95**
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the Congressional Black Caucus is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Deidre M. Duhart	
Councilmember Andre Spicer	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

September 6, 2022

TO: **MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2022-2023 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $122,445 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2019-2020**

SUMMARY

Staff is requesting City Council adoption of a resolution amending the Public Works Department's Fiscal Year 2022-2023 budget to accept and appropriate One Hundred Twenty Two Thousand Four Hundred and Forty Five Dollars ($122,445.00) in funds from the Los Angeles County Metropolitan Transportation Authority ("LACMTA") National Transit Database ("NTD") and authorize the City Manager to enter into a Memorandum of Understanding with LACMTA for successfully reporting to the NTD for Fiscal Year 2019-2020.

BACKGROUND

On November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes. On September 26, 2001, the LACMTA authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data to the National Transit Database.

The City of Compton, like many other cities, operates locally-funded fixed route and dial-a-ride public transit services in Los Angeles County. Rather than have each city report data directly to the Federal Transit Administration ("FTA"), the LACMTA submits a consolidated NTD report to the FTA on behalf of more than 45 cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, LACMTA enters into Memorandum of Understandings ("MOU") with each city to make payment to each city for their share of the revenues generated for the Los Angeles County region.

STATEMENT OF THE ISSUE

On June 24, 2021, LACMTA approved the FY 2021-2022 transit funding allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2019-2020.

On March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2021-2022 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD.

The City has voluntarily submitted their FY 2019-2020 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region.

Each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region minus the cost of the audit. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines.

Upon adoption of this resolution, the City Manager will sign a Memorandum of Understanding with the LACMTA, which entitles the City of Compton to receive a grant of One Hundred Twenty-Two Thousand, Four Hundred Forty-Five Dollars ($122,445.00) for the City's participation in the National Transit Data Base development for Fiscal Year 2019-2020.

The City will agree that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines. This includes the expenditures of funds deemed to be for public transit purposes, to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance.

City Council authorization is required for amendment of the FY 2022-2023 budget to accept and authorize the grant funds and authorize the City Manager to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to NTD for FY 2019-2020.

FISCAL IMPACT

Funds will be appropriated as follows:

Grant Funding sources include Federal Transit Administration, United States Department of Transportation (USDOT) and Federal Highway Administration will be appropriated as follows:

Increase Revenue

2000-000-000-3577	Other Agencies - MTA	$122,445.00

Increase Expenditure

Proposition A - Discretionary Incentive Grant Program
(MOU.PAICOMP22000)

2000-710-000-4269	Other Contract Services	$122,445.00

ALTERNATIVE

The City of Compton desires to receive its portion of Proposition A Discretionary Incentive Funds entitled to each participating agency for submitting data to the National Transit Database. Therefore, no other alternative is being proposed.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

ALVIN BAUTISTA, P.E.
CITY ENGINEER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2022-2023 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $122,445.00 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2019-2020

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote, Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 24, 2021 meeting, the LACMTA approved the Fiscal Year 2019-2020 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2019-2020; and

WHEREAS, on March 15, 2022, the Federal Transit Administration ("FTA") published in the Federal Register the FY 2021-2022 Apportionments, Allocations, and Program Information including unit values for the data reported to the National Transit Database ("NTD"); and

WHEREAS, the City has voluntarily submitted their FY 2019-2020 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, each participating jurisdiction is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit and the local funds provided through this MOU that must be spent consistent with Proposition A and C Local Return Guidelines; and

WHEREAS, on adoption of this Resolution, the City Manager will sign a Memorandum of Understanding with the LACMTA which entitles the City of Compton to receive a grant of One Hundred Twenty-Two Thousand Four Hundred and Forty Five Dollars ($122,445.00) for the City's participation in the National Transit Data Base development for Fiscal Year 2019-2020; and

WHEREAS, the City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance; and

WHEREAS, the City of Compton will accept One Hundred Twenty-Two Thousand Four Hundred and Forty Five Dollars ($122,445.00) from the Los Angeles County Metropolitan Transportation Authority National Transit Data Funds and amend the Public Works Department's FY 2022-2023 budget; and

WHEREAS, LACMTA requires that the City of Compton execute a Memorandum of Understanding and submit an invoice in the amount of One Hundred Twenty-Two Thousand Four Hundred and Forty Five Dollars ($122,445.00) in order to receive payment.

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

SECTION 1. That the City hereby accepts and appropriates One Hundred Twenty-Two Thousand Four Hundred and Forty Five Dollars ($122,445.00) in National Transit Data funds from the Los Angeles County Metropolitan Transportation Authority for successfully reporting to the National Transit Database for Fiscal Year 2019-2020.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2019-2020 with the Los Angeles County Metropolitan Transportation Authority.

SECTION 3. That Grant Funding sources include Federal Transit Administration, United States Department of Transportation (USDOT) and Federal Highway Administration, will be appropriated as follows:

Increase Revenue

2000-000-000-3577	Other Agencies - MTA	$122,445.00

Increase Expenditure

Proposition A - Discretionary Incentive Grant Program
(MOU.PAICOMP22000)

2000-710-000-4269	Other Contract Services	$122,445.00

SECTION 4. That the Public Works Department's Fiscal Year 2022-2023 budget shall be amended to accept and appropriate fund in the amount $122,445.00 into Account No. 2000-710-000-4269 for the additional expenditures and Account No. 2000-000-000-3577 for the increased revenues.

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and the Public Works Department.

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY20
Using FY22 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	CRRSAA Allocation Amount	Total ($)Due to Jurisdiction	
Alhambra	MB	8	102,410	57,051.14		77,146	134,197	
Alhambra	DR	7	167,428	93,271.73			93,272	
Artesia	DR (DT)	5	9,694	5,400.39		3,574	8,975	
Azusa	DR	6	71,068	39,590.96		26,792	66,383	
Baldwin Park	MB	6	208,342	116,064.34		65,991	182,055	
Baldwin Park	DR	2	28,492	15,872.48			15,872	
Bell	MB	1	32,826	18,286.89		15,889	34,176	
Bell	DR	9	21,572	12,017.45			12,017	
Bellflower	MB	2	71,226	39,678.98		27,429	67,108	
Bellflower	DR	2	19,908	11,090.46			11,090	
Bell Gardens	MB	3	98,337	54,782.13		42,177	96,960	
Bell Gardens	DR	3	30,829	17,174.39			17,174	
Burbank	MB	14	287,907	160,388.86	(23,294)	75,421	212,516	
Calabasas	MB	11	88,572	49,342.19		36,680	86,022	
Calabasas	DR	1	15,460	8,612.54			8,613	
Carson	MB	7	253,900	141,444.04		125,200	266,644	
Carson	DT	8	75,497	42,058.29			42,058	
Cerritos	MB	5	156,059	86,938.23		68,089	155,028	
Cerritos	DR	10	54,146	30,163.96			30,164	
Compton	MB	5	149,036	83,025.82		37,048	120,074	
Compton	DR	2	4,257	2,371.51			2,372	
Covina	DR	4	54,151	30,166.74		17,438	47,605	
Cudahy	MB	1	34,280	19,096.90		15,794	34,891	
Cudahy	DR	5	20,940	11,665.37			11,665	
Downey	MB	7	102,330	57,006.57		57,208	114,214	
Downey	DR	16	59,646	33,227.93			33,228	
Duarte	MB	2	DID NOT REPORT F	-		17,940	-	
El Monte	MB	7	216,827	120,791.21		86,682	207,473	
El Monte	DR	6	66,759	37,190.48			37,190	
Glendora	MB	3	67,049	37,352.04		52,810	90,162	
Glendora	DR	10	71,360	39,753.63			39,754	
Huntington Park	MB	5	157,801	87,908.67		61,507	149,415	
Huntington Park	DT	13	70,022	39,008.25			39,008	
LACDPWAvocado	MB	1	38,404	21,394.32		11,155	32,549	
LACDPWELA	MB	6	244,735	136,338.35		91,280	227,619	
LACDPWELA	DR	7	49,933	27,816.96			27,817	
LACDPWEast Valinda	MB	1	44,216	24,632.10		12,553	37,185	
LACDPWKing Medical	MB	1	34,252	19,081.30		10,062	29,143	
LACDPWWillowbrook Shuttle	MB	2	79,283	44,167.42		23,433	67,600	
LACDPWS.Whittier	MB	4	218,008	121,449.13		58,266	179,715	
LACDPWAthens	MB	1	36,686	20,437.24		10,505	30,942	
LACDPWLennox	MB		31,213	17,388.31		8,230	25,619	
LACDPWFloranceFirestone	MB	2	58,784	32,747.72		13,772	46,520	
Lakewood	DR	12	61,282	34,139.32		17,851	51,991	
Lawndale	MB	2	67,033	37,343.12		22,357	59,701	
Lynwood	MB	4	138,136	76,953.58		38,805	115,758	
Malibu	DT	9	11,141	6,206.49		4,222	10,429	
ManhattanBeach	DR	4	34,824	19,399.95		13,961	33,361	
Maywood	MB	2	25,324	14,107.64		16,328	30,436	
Maywood	DR	2	16,227	9,039.83			9,040	
MontereyPark	MB	6	166,354	92,673.42		69,425	162,098	
MontereyPark	DR	3	22,225	12,381.23			12,381	
Pico Rivera	DR	3	13,398	7,463.83		5,909	13,373	
Rosemead	MB	2	109,666	61,093.35		50,154	111,247	
Rosemead	DR	3	31,691	17,654.60			17,655	
Santa Fe Springs	DR	2	15,045	8,381.35		5,719	14,100	
South Gate	MB	5	136,729	76,169.76		100,832	177,001	
South Gate	DT	9	152,831	85,139.96			85,140	
SouthPasadena	DR	5	25,672	14,301.50		10,154	24,456	
WestCovina	MB	4	168,146	93,671.72		64,915	158,587	
WestCovina	DR	4	51,844	28,881.55			28,882	
West Hollywood	MB	4	115,521	64,355		32,600	96,955	
Total		**306**	**4,951,213**	**2,758,250**	**(23,294)**	**1,603,304**	**4,287,719**	
FY22 Revenue Mile Rate		**0.55708564**						

MOUPAICOMP22000

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2020

This Memorandum of Understanding (MOU) is entered into as of May 1, 2022 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Compton (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 24, 2021 meeting, LACMTA approved the Fiscal Year FY 2021-22 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2019-20; and

WHEREAS, the City has voluntarily submitted their FY2019-20 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2019-20 Report Year (the "Project"); and

WHEREAS, on March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2021-22 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **May 1, 2022**, through **June 30, 2025** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2019-20 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2019-20 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2020**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2019-20 NTD statistics. LACMTA shall pay the City for submitting the FY 2019-20 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 149,036 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.55708563998307614 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 4,257 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.55708563998307614 per revenue vehicle mile. See Attachment A for detail.

CRRSAA ACT EQUIVALENT SUPPLEMENTAL FUNDING
LACMTA shall pay up to $37,048 in CRRSAA Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2025**, in the amount of **$122,445** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAICOMP22000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)

7.1 City's Address:
Compton
205 S. Willowbrook Ave.
Compton,CA 90220
Attn: John Strickland
jstrickland@comptoncity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Compton

_____

Mayor/City Manager

Date: _____

Los Angeles County Metropolitan Transportation Authority

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____
Deputy

Date: 7/21/2022

September 6, 2022

TO: **MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE ONE SENIOR CIVIL ENGINEER AND ADD ONE ASSOCIATE CIVIL ENGNEER, ONE PUBLIC WORKS INSPECTOR AND ONE ADMINISTRATIVE ANALYST I POSITION AND TRANSFER FUNDS BETWEEN VARIOUS ACCOUNTS**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the Public Works Department 2022-2023 Fiscal Year budget to delete one Senior Civil Engineer and add one Associate Civil Engineer, one Public Works Inspector and one Administrative Analyst I position.

BACKGROUND

On June 30, 2022, the City Council adopted Resolution No. 25,694, adopting the City of Compton's Fiscal Year 2022-2023 budget. The 2022-2023 Public Works Engineering Department's budget authorized the following positions:

Personnel Summary

Position Description	Salary Range	Adopted 2022-2023	Adopted Amount	Status
City Engineer	220	1.0	$159,612	Filled
Senior Civil Engineer	165	1.0	$92,316	Vacant
Senior Civil Engineer	165	1.0	$92,316	Vacant
Project Manager	160	1.0	$87,840	Filled
Project Manager	160	1.0	$87,840	Filled
Office Assistant III	86	1.0	$42,180	Filled
Total		**6.0**	**$562,104**	

Due to the current staffing needs, the Public Works Department City Engineer has determined that staffing one Associate Civil Engineer, one Public Works Inspector and one Administrative Analyst I would better meet the needs of the department for the following reasons:

Associate Engineer – This position will monitor assigned projects, resolve discrepancies between field conditions and design plans, make structural and technical engineering analysis of proposed projects, and perform engineering tasks as required to support public works projects.

Public Works Inspector – This position will inspect all phases of public construction projects, including but not limited to trenching, pipe installation, manholes, water or sewer services, fire lines and hydrants, pump stations, air release units and structures, roadways, sidewalks, landscapes, base installations, landscaping, and etc.

Administrative Analyst I – This position will assist in departmental budget preparation and administration, purchasing activities and personnel related operations, coordinate payroll activities including overtime reporting and paycheck troubleshooting, requisitions for budget authorization and availability of funds, and miscellaneous administrative duties as required to support public works projects.

STATEMENT OF ISSUE

The City Manager has assessed the organizational needs of the department and determined that there is a need for staffing adjustments to the Public Works Engineering Department's Fiscal Year 2022-2023 budget. The department requests that one Senior Civil Engineering position be deleted and one Associate Engineer, one Public Works Inspector, and one Administrative Analyst I position be added to the Public Works Department's FY 2022-2023 budget.

Budget Adjustment for Fiscal Year 2022-2023

The proposed budget amendments are all cost neutral and the total revenues and expenditures remain balanced as projected for the Fiscal Year 2022-2023 adopted budget.

The following budget transaction are necessary in order to add personnel positions that will increase the level in services provided since the adoption of the Fiscal Year 2022-2023 budget.

1) Additional Positions

The Public Works Engineering Department is recommending to remove one (1) Senior Civil Engineer and add one (1) Associate Civil Engineer. The difference in salary between the two positions will generate salary savings in the amount of $18,132. The following are the proposed changes:

Delete Position:
One (1) FTE Senior Civil Engineer

Add Position:

One (1) FTE Associate Civil Engineer

Decrease Budget Accounts:

1001-710-000-4101	Salary Savings	$ 5,000
2300-710-000-4101	Salary Savings	$ 5,000
1900-710-000-4101	Salary Savings	$ 5,000
2000-710-000-4101	Salary Savings	$ 3,132
	Total	**$18,132**

Add Positions:

One (1) FTE Associate Civil Engineer
One (1) FTE Public Works Inspector
One (1) FTE Administrative Analyst I

Decrease Budget Accounts:

3031-710-000-4300	Capital Outlay	$314,077.12

Increase Budget Accounts:

3031-710-000-4101	Permanent Salaries	$187,128.00
3031-710-000-4190	Workers Compensation	$ 6,394.33
3031-710-000-4191	Heath Insurance	$ 67,371.00
3031-710-000-4192	Retirement	$ 21,725.55
3031-710-000-4193	PERS Pick-up	$ 14,970.24
3031-710-000-4194	Life Insurance	$ 663.00
3031-710-000-4195	Dental Insurance	$ 3,573.00
3031-710-000-4196	Vision Insurance	$ 1,305.00
3031-710-000-4197	Unemployment Insurance	$ 6,362.36
3031-710-000-4198	State Disability Insurance	$ 1,871.28
3031-710-000-4199	Medicare	$ 2,713.36
	Total	**$314,077.12**

Funds in the amount of $314,077.12 will be available in the Public Works Engineering Departments 2022-2023 Fiscal Year budget as follows:

3031-710-000-4101	Permanent Salaries	$187,128.00
3031-710-000-4190	Workers Compensation	$ 6,394.33
3031-710-000-4191	Heath Insurance	$ 67,371.00
3031-710-000-4192	Retirement	$ 21,725.55
3031-710-000-4193	PERS Pick-up	$ 14,970.24
3031-710-000-4194	Life Insurance	$ 663.00
3031-710-000-4195	Dental Insurance	$ 3,573.00
3031-710-000-4196	Vision Insurance	$ 1,305.00
3031-710-000-4197	Unemployment Insurance	$ 6,362.36
3031-710-000-4198	State Disability Insurance	$ 1,871.28
3031-710-000-4199	Medicare	$ 2,713.36
	Total	**$314,077.12**

In order for the City Manager to amend the Public Works Department 2022-2023 Fiscal Year's budget to delete one Senior Civil Engineer position and add one Associate Engineer, one Public Works Inspector, and one Administrative Analyst I position, City Council's authorization is necessary.

ALTERNATIVE

The department is requesting to delete one Senior Civil Engineer position and add one Associate Engineer, one Public Works Inspector, and one Administrative Analyst I position to assist with the increasing engineering and administrative demands of the department. Therefore, no other alternative is being recommended.

FISCAL IMPACT

The City of Compton has a balanced budget and the recommendations outlined above are cost neutral. Thus, the recommendations will not have a negative impact on the budget, and will provide constituents with a higher quality level of service.

RECOMMENDATION

Staff recommends the City Council to adopt the attached resolution.

ALVIN BAUTISTA, P.E.,
CITY ENGINEER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE ONE SENIOR CIVIL ENGINEER AND ADD ONE ASSOCIATE CIVIL ENGINEER, ONE PUBLIC WORKS INSPECTOR AND ONE ADMINISTRATIVE ANALYST I POSITION AND TRANSFER FUNDS BETWEEN VARIOUS ACCOUNTS

WHEREAS, adoption of this resolution will authorize the City Manager to amend the Public Works Department 2022-2023 Fiscal Year budget to delete one Senior Civil Engineer and add one Associate Civil Engineer, one Public Works Inspector and one Administrative Analyst I position; and

WHEREAS, on June 30, 2022, the City Council adopted Resolution No. 25,694 adopting the City of Compton's Fiscal Year 2022-2023 budget; and

WHEREAS, the 2022-2023 Public Works Engineering Department's budget authorized the following positions:

Personnel Summary

Position Description	Salary Range	Adopted 2022-2023	Adopted Amount	Status
City Engineer	220	1.0	$159,612	Filled
Senior Civil Engineer	165	1.0	$92,316	Vacant
Senior Civil Engineer	165	1.0	$92,316	Vacant
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Project Manager	160	1.0	$87,840	Filled
Office Assistant III	86	1.0	$42,180	Filled
Total		**6.0**	**$562,104**	

WHEREAS, due to the current staffing needs, the Public Works Department City Engineer has determined that staffing one Associate Civil Engineer, one Public Works Inspector and one Administrative Analyst I would better meet the needs of the department.

WHEREAS, the City Manager has assessed the organizational needs of the department and determined that there is a need for staffing adjustments to the Public Works Engineering Department's 2022-2023 Fiscal Year budget; and

WHEREAS, the department requests that one Senior Civil Engineering position be deleted and one Associate Engineer, one Public Works Inspector, and one Administrative Analyst I position be added to the Public Works Department's 2022-2023 Fiscal Year budget; and

WHEREAS, the proposed budget amendments are all cost neutral and the total revenues and expenditures remain balanced as projected for the Fiscal Year 2022-2023 adopted budget; and

WHEREAS, the following budget transaction are necessary in order to add personnel positions that will increase the level in services provided since the adoption of the Fiscal Year 2022-2023 budget.

1) Additional Positions

The Public Works Engineering Department is recommending to remove one (1) Senior Civil Engineer and add one (1) Associate Civil Engineer. The difference in salary between the two positions will generate salary savings in the amount of $18,132. The following are the proposed changes:

Delete Position:

One (1) FTE Senior Civil Engineer

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Decrease Budget Accounts:

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	Total	**$18,132**

Add Positions:
One (1) FTE Associate Civil Engineer
One (1) FTE Public Works Inspector
One (1) FTE Administrative Analyst I

Decrease Budget Accounts:

3031-710-000-4300	Capital Outlay	$314,077.12

Increase Budget Accounts:

3031-710-000-4101	Permanent Salaries	$187,128.00
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	Heath Insurance	$ 67,371.00
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	PERS Pick-up	$ 14,970.24
	Life Insurance	$ 663.00
	Dental Insurance	$ 3,573.00
	Vision Insurance	$ 1,305.00
	Unemployment Insurance	$ 6,362.36
	State Disability Insurance	$ 1,871.28
	Medicare	$ 2,713.36
	Total	**$314,077.12**; and

WHEREAS, the City of Compton has a balanced budget and the recommendations outlined above are cost neutral. Thus, the recommendations will not have a negative impact on the budget, and will provide constituents with a higher quality level of service; and

WHEREAS, in order for the City Manager to amend the Public Works Department 2022-2023 Fiscal Year's budget to delete one Senior Civil Engineer position and add one Associate Engineer, one Public Works Inspector, and one Administrative Analyst I position, City Council's authorization is necessary.

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

SECTION 1. That the Public Works Department 2022-2023 Fiscal Year budget shall be amended to delete one Senior Civil Engineer position and add one Associate Engineer, one Public Works Inspector, and one Administrative Analyst I position.

SECTION 2. That the Public Works Department 2022-2023 Fiscal Year budget shall be amended as follows:

Decrease Budget Accounts:

3031-710-000-4300	Capital Outlay	$314,077.12

Increase Budget Accounts:

3031-710-000-4101	Permanent Salaries	$187,128.00
3031-710-000-4190	Workers Compensation	$ 6,394.33
3031-710-000-4191	Heath Insurance	$ 67,371.00
3031-710-000-4192	Retirement	$ 21,725.55

3031-710-000-4193	PERS Pick-up	$ 14,970.24
3031-710-000-4194	Life Insurance	$ 663.00
3031-710-000-4195	Dental Insurance	$ 3,573.00
3031-710-000-4196	Vision Insurance	$ 1,305.00
3031-710-000-4197	Unemployment Insurance	$ 6,362.36
3031-710-000-4198	State Disability Insurance	$ 1,871.28
3031-710-000-4199	Medicare	$ 2,713.36
	Total	**$314,077.12**

SECTION 3. That funds in the amount of $314,077.12 will be available in the Public Works Engineering Department 2022-2023 Fiscal Year budget as follows:

3031-710-000-4101	Permanent Salaries	$187,128.00
3031-710-000-4190	Workers Compensation	$ 6,394.33
3031-710-000-4191	Heath Insurance	$ 67,371.00
3031-710-000-4192	Retirement	$ 21,725.55
3031-710-000-4193	PERS Pick-up	$ 14,970.24
3031-710-000-4194	Life Insurance	$ 663.00
3031-710-000-4195	Dental Insurance	$ 3,573.00
3031-710-000-4196	Vision Insurance	$ 1,305.00
3031-710-000-4197	Unemployment Insurance	$ 6,362.36
3031-710-000-4198	State Disability Insurance	$ 1,871.28
3031-710-000-4199	Medicare	$ 2,713.36
	Total	**$314,077.12**

SECTION 4. That all changes are to take effect on the adoption date of this Resolution.

SECTION 5. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, Human Resources and the Public Works Department.

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the _____ day of _____, 2022.

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

September 6, 2022

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **COMMUNITY DEVELOPMENT DEPARTMENT**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING REPORTING PROGRAM, CHANGE OF ZONE CASE NO. 2020-004, A REQUEST TO CHANGE THE ZONING OF 501-545 EAST COMPTON BOULEVARD, 601-625 EAST COMPTON BOULEVARD, 112 NORTH WILLOW AVENUE AND 107 NORTH SANTA FE AVENUE FROM LIMITED COMMERCIAL (CL) AND PARKING/HIGH DENSITY RESIDENTIAL (PRH) TO SPECIFIC PLAN (SP) AND ADOPT THE 501-601 EAST COMPTON BOULEVARD SPECIFIC PLAN**

SUMMARY

Adoption of the attached ordinance will change the zoning of 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe and the area subject to the related street vacation case no. 20-003 from (CL), (PRH) to Specific Plan (SP) and adopt the 501/601 E Compton Blvd Specific Plan..

BACKGROUND

KBK Enterprises, LLC is proposing a zone change and specific plan to develop a mixed-use project consisting of 288 residential units (with 20% affordable housing units), 8,945 square feet of ground floor commercial floor space, 36,642 square foot innovation center for established and start-up technology companies, and a multilevel parking structure with levels above and below ground ("Project"). The Project includes requests for Change of Zone, Specific Plan approval, and a related street vacation request for Willow Ave. The proposed Project will be developed on a 2.13-acre site on the north west corner of Compton Blvd. and Santa Fe Ave. located at 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue (APN's 6166-022-900-905, 6166-023-900-904).

The Project Site is comprised of several parcels that all are all adjacent to Compton Boulevard and stretch between Santa Fe Ave. and Willow Ave. and Spring Ave. The Project Site is vacant. The parcels that make up this proposed development have been under the control of the City of Compton since 2011. The site will be the first major mixed-use project development in downtown Compton and, the site will be the second project proposed under the new Specific Plan ordinance.

STATEMENT OF ISSUE

Change of Zone

The applicant is proposing a zone change from the current zoning classifications of Limited Commercial (CL) and Parking/High Density Residential (PRH) to the 501/601 E. Compton Blvd. Specific Plan (SP) zone. The zone change will make it easier to facilitate the development of a large, mixed-use project.

Project Site. The proposed zone change will combine two zones into one, which will create new development standards that allow for greater density and taller building height on the Project Site. The zone change will also create a new zone that will allow the proposed Project to be permitted by right and not require the approval of multiple additional entitlements.

The new SP includes new design guidelines for building siting and orientation, building articulation, and acceptable building materials and colors to ensure the development will maintain a high-quality design aesthetic as the uses and businesses at the site change over time. The new SP will be similar to the Planned Development zone and require the Project to provide amenities for the residents such as private open space, areas for recreation and relaxation, and public art. The SP zone will also have guidelines that will encourage pedestrian activity such as, signage, awnings/canopies, storefront design, and outdoor dining design standards. The SP zone allows for uses that were not permitted in the previous zones. The SP zone will also prohibit some former uses that are no longer considered desirable for downtown Compton such as auto repair garages and swap meets. The SP zone provides a list of the uses that will be permitted either by right, through a Conditional Use Permit, a Minor Use Permit, or a Temporary Permit, and explains the decision-making and appeal process for each.

The current Zoning Ordinance states that the High-Density Residential zone can have a maximum of 29 dwelling units per acre. The recent general plan amendment that establishes the new Specific Plan ordinance states that the maximum density for residential units is 175 dwelling units per acre. The proposed Project will provide 288 residential units on a 2.13-acre site. In order to bring the density maximum in line with the new Specific Plan standards and this proposed Project, the 501/601 E. Compton Blvd. Specific Plan must be approved. The current Zoning Ordinance also only allows buildings in the Limited Commercial zone to have a maximum height of 75 feet, however the SP zone will allow a building a height limit of seven floors giving the Project greater flexibility for its overall height, design, and scale. It is anticipated that this type of flexibility will serve as an example for future projects and encourage greater creativity in building design, therefore, staff has no concerns regarding the proposed height limit or density of the new Specific Plan.

Specific Plan Proposal

The proposed Project is a mixed-use development with 288 residential units. The residences will be made up of studio, one-bedroom, and two-bedroom units. The SP zone will require a minimum size of 300 square feet for a studio unit, 400 square feet for a one-bedroom, and 700 square feet for a two-bedroom. The minimum sizes in this Project will exceed the SP zone minimums with 400 square feet for a studio, 500 square feet for a one-bedroom, and 825 square feet for a two-bedroom, with the two-bedroom units going up to a maximum of 975 square feet. All the units will have a washer and dryer, heating and AC, and personal storage space aside from closet and pantry space. In addition, the residents will have exclusive access to a residential lobby, leasing office, outdoor areas with BBQ grilling facilities, an exercise room, a swimming pool, a mail/parcel room, and underground parking in the Project's multilevel parking structure. A quarter of the units will have a private balcony. The balcony units will face Compton Boulevard only to provide privacy to the existing residences in the rear of the development.

The proposed Project will provide a significant amount of public and private open space. The SP zone requires that private open space and common open space be provided for residents.

In the proposed Project there will be 5,850 square feet of private open space and 19,350 square feet of common open space for a total of 25,200 square feet of residential open space. The project will also provide 8,500 square feet of commercial open space in the form of rooftop gardens and observation decks bringing the total amount of open space to 39,700 square feet for the development.

In addition to the requirement for open space, the SP zone will permit the creation of a public plaza. This Project proposes to create a public plaza located in the vacated portion of Willow Avenue that is adjacent to Compton Blvd. The public plaza will be 6,000 square feet in size. It will serve as the focal point for activity as it will be located in the center of the development. It will be a place to meet, congregate, and see the public art that will be put on display. Above the public plaza there will be a bridgeway that will connect the east and west portions of the development and allow residents from one side to access the amenities on the other side of the property. For example, residents who live near Spring Avenue will be able to use the bridgeway to gain access to the swimming pool and exercise room which are located near Santa Fe Avenue. The bridgeway will be 25-30 feet above the public plaza.

The SP zone establishes the location of commercial uses on the property. The ground floor level will have over 8,945 square feet of commercial space. This space is intended for primarily retail businesses, restaurants, and commercial service businesses that will have storefronts and visible areas facing Compton Blvd. However, a commercial kitchen for catering businesses could be permitted on the ground level as well. The ground floor level will also have 1,263 of commercial support space for the site. This includes loading and unloading areas, refuse/recycling enclosures, and storage space. The SP zone permits commercial space to be used for business and creative office space. This will be permitted on the mezzanine/second, third, and fourth floors.

The SP zone will permit the construction of a 36,642 square foot innovation center. The center will be comprised of four levels. The ground floor will house a museum and art gallery that will be open to the public. The ground level will also some flex area for business meetings, presentations, small screenings, and live events. The upper levels of the innovation center will have a variety of creative offices, audio and video production facilities, a possible commercial kitchen space, meeting rooms, a room for wellness activities, storage of technology equipment, a coffee bar and the center's cafeteria. Such a use is not permitted in the current zoning on the site and the SP will now permit such a center to operate on the site.

The SP zone strives to encourage people to use other means of travel instead of using an automobile, therefore, parking for the site will be provided in several ways. The SP zone will accomplish this by requiring short term and long-term bicycle parking for residents, employees, and visitors. Due to this requirement the proposed Project will provide a total of 361 long term bicycle spaces and 39 short term bicycle spaces.

The SP zone also encourages using alternative methods of travel by requiring less parking than what would be normally required for such a development. Per the SP zone, all commercial uses will be parked at a ratio of 1 parking space per 400 square feet. However, no more than 25% of all commercial space shall be used for food and beverage establishments. All apartments will be provided one parking space per unit. The total number of parking spaces on the site will be 407 parking spaces with 288 spaces allocated for residential use and 119 spaces allotted for commercial use. The site is less than ½ mile away from a Metro train station, which is also a transit hub for several buses and there are at least six major bus routes within one block of the

intersection of Compton Blvd. and Santa Fe Blvd., thereby providing several forms of alternative transportation that will be near the project site.

Environmental Review:

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

A Mitigated Negative Declaration ("MND") is a determination that the proposed project will not have a significant effect on the environment with the implementation of the 7 mitigation measures. The proposed Zone Change and Specific Plan, along with the related General Plan Amendment and street vacation, were included as part of the MND review and analysis.

For further details regarding the MND process, refer to the staff report for the related General Plan Amendment.

Another item discussed in the SP zone is street mobility. The SP zone discusses the importance of motorists and pedestrians having easy circulation around the project site. A Traffic Impact Analysis/Study was prepared by Iteris Traffic Engineering Group. The report evaluated the potential traffic impacts created by the proposed development in terms of level of service (LOS). Although the CEQA analysis is based on vehicle miles traveled (VMT), the LOS analysis is used to consider general plan conformity and to determine whether conditions of approval are warranted. According to the report is it estimated that the proposed Project when completed and occupied will generate an increase of up to 1,247 new daily vehicle trips with 106 trips during the am peak hour and 132 trips during the pm peak hour. The two intersections that were studied were Alameda St. and Compton Blvd. and Santa Fe Ave. and Compton Blvd.

The study evaluated the potential traffic growth based on the current street configuration of the studied intersections and added future traffic conditions. The projected traffic numbers were then analyzed by using both Level of Service (LOS) and Vehicle Miles Traveled (VMT) standards and determined that no significant traffic impacts would be caused by the proposed development. The traffic study identified the intersections of Alameda and Compton Blvd. and Santa Fe and Compton Blvd. as major traffic areas. The study results show that the intersections would maintain their current levels of service even with the existence of the Project, which is slated to open in 2024. The intersections Alameda and Santa Fe would maintain their respective levels of C and D in the am peak hours and levels D and C in the pm peak hours. The level of service "D" on an "A to F" is the minimum acceptable standard. The state law changed in 2021 requiring CEQA traffic reports to stop analyzing LOS and switch to VMT as the metric to measure a project's potential traffic impacts for CEQA purposes. However, both were used in this study as Compton and other cities still use the LOS metric to determine traffic impact on their streets and for general plan conformity. Based on analysis of the data, Iteris determined that the Project's projected traffic will have a less than significant impact on the surrounding area from a VMT perspective.

While the Project does not meet the VMT threshold for having a significant impact on the surrounding area, the City of Compton had their transportation consultants, InterWest Traffic Engineering, analyze the proposed Project and surrounding and they came up with several traffic

recommendations that the city will ensure are implemented during the construction of the Project through imposition of conditions of approval on the Specific Plan. The traffic recommendations are as follows:

- Modify on-street parking with red-curb just north of proposed driveway on Santa Fe Avenue to accommodate an entry lane into the site and to improve visibility when exiting the site.
- Consider installation of a "KEEP CLEAR" zone on Santa Fe Avenue at the project driveway to allow exiting vehicles to access all lanes during peak hours and to minimize conflicts.
- Based on the trip assignment it appears that a significant amount of project traffic will utilize the Santa Fe Avenue driveway. Given this, re-stripe Santa Fe Avenue at Compton Blvd to extend the existing SB right-turn only lane and modify signal operations to include a right-turn overlap phase for SB Santa Fe Avenue at Compton Blvd.
- Due to increased pedestrian activity as a result of the project, modify signal operations at Santa Fe Avenue and Compton Blvd to include a leading pedestrian interval phase.

FISCAL IMPACT

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

FINDINGS FOR ADOPTION OF MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING AND REPORTING PROGRAM:

1. That in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study for the project was prepared that identifies and evaluates the environmental impacts of the project.
2. That the City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Mitigated Negative Declaration as part of its environmental review.
3. That the notice of intent along with the Initial Study/Mitigated Negative Declaration No. 949 was posted with the Los Angeles County Clerk's office in Norwalk, circulated for a 30-day public review period, mailed to abutting property owners and posted on the City's website.
4. That all environmental documents have been processed in accordance with the California Environmental Quality Act (CEQA) guidelines.
5. The approval and subsequent implementation of the proposed project *will not* have the potential to degrade the quality of the environment with the implementation of the conditions of approval.
6. The approval and subsequent implementation of the proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals with the implementation of the conditions of approval.

7. The approval and subsequent implementation of the proposed project *will not* have impacts that are individually limited, but cumulatively considerable, when considering the proposed development in the immediate vicinity with the implementation of the conditions of approval.

FINDINGS FOR APPROVAL OF CHANGE OF ZONE CASE NO. 2020-004:

1. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone will be in conformance with the existing general plan land use designation of Specific Plan when adopted and will therefore achieve consistency between the General Plan and Zoning map. Further, the Project is consistent with the General Plan in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood and the policies of the General Plan including circulation element, land use element including:

    - **Land Use Element, Goal 1:** *Revitalize Compton, and create a safe, attractive, desirable community which attracts new businesses and residents of all income ranges.*
    - **Land Use Element, Policy 1.6***: Promote quality design in new development projects.*
    - **Land Use Element, Policy 1.8:** *Use specific plans and similar planning approaches as means to focus revitalization efforts on target neighborhoods.*
    - **Land Use Element, Policy 2.4:** *Create an identifiable Central Business District around the existing government center*
    - **Land Use Element Policy 4.3:** *Include necessary infrastructure improvements in project plans and funding arrangements in areas targeted for redevelopment and revitalization.*
    - **Land Use Element, Policy 4.6:** *Allow for integrated, mixed use developments which locate retail and service commercial uses within easy walking distance of the residential neighborhoods they are intended to serve.*
    - **Housing Element, Goal 1:** *The City of Compton will improve the housing supply and the choice of housing opportunities through private investment and, where necessary, through public action and financing.*
    - **Housing Element, Goal 4:** *The City of Compton will encourage development of a viable urban community consistent with orderly growth and environmental conservation to provide suitable living environments, with access to employment, community facilities, and services.*
    - **Housing Element, Policy 4.1:** *The City of Compton will reserve the existing residential neighborhoods and provide areas to accommodate new residential development.*
    - **Housing Element, Policy 2.3:** *The City of Compton will encourage variety in the supply of housing at costs affordable to the various income levels of the population.*
    - **Urban Design Element, Goal 1:** *Improve the City's image and appearance through a combination of design guidelines and regulations, public investment, and private incentives.*

- **Urban Design Element, Goal 2:** *Eliminate blighting conditions and neighborhood deterioration Citywide to achieve an improved urban environment.*
- **Urban Design Element, Policy 2.3:** *Encourage mixed use residential and retail/service commercial developments along Compton and Rosecrans Boulevards and Wilmington Avenue.*
- **Circulation Element, Goal 6:** *Encourage bicycle and pedestrian travel as an alternative to motorized transportation.*
- **Circulation Element, Policy 6.2:** *Allow for mixed use developments which integrate residential and compatible non-residential uses, and ensure such developments incorporate features which facilitate bike use and pedestrian travel.*
- **Circulation Element, Policy 1.5:** *Provide commercial areas that are conducive to pedestrian and bicycle circulation*;

2. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone is more suitable for the subject site than the uses currently permitted in that the new land use designation will be consistent with existing low density residential land use patterns of the surrounding neighborhood for the reasons set forth in paragraph 1 above; and

3. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone will be not be detrimental to the surrounding area in that the amendment will combine two zoning districts into one SP designation to allow for coordinated and comprehensive development of the site, which will have positive environmental, economic and fiscal impacts for the community.

FINDINGS FOR APPROVAL OF 501/601 E. COMPTON BLVD. SPECIFIC PLAN:

1. The proposed Specific Plan is consistent with the General Plan goals, policies, and implementation programs in that the Specific Plan will be an implementation of the proposed General Plan land use designation of Specific Plan, and compatible with the existing patterns of zoning, land use and development in the surrounding area in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood.
2. The land use and development regulations within the Specific Plan provide enhancements to the use and design of the subject site that would otherwise not be available through categorical Zoning, including the land uses of residential, retail, and restaurants operating by right on the same site. And, the development standards of the Specific Plan that allow a higher density and overall height than the current zoning.
3. The administration and permit processes within the Specific Plan are consistent with the administration and permit processes of the Zoning Ordinance in that the Specific Plan clearly defines what uses are permitted by right and what uses will require an entitlement such as a Conditional Use Permit or Minor Use Permit. The Specific Plan also clearly states which uses are prohibited in the Specific Plan.
4. The Specific Plan will not be detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood or result in a downgrade for the community because the Specific Plan envisions an enhanced comprehensive development plan for the project

site, will enhance the neighborhood, and as described in the Initial Study/Mitigated Negative Declaration, will not result in any significant unmitigable impacts on the environment.

5. The Specific Plan will not adversely affect such necessary community services as traffic, circulation, sewage disposal, fire protection, and water supply for the reasons set forth in the Initial Study/Mitigated Negative Declaration prepared for the Project.

Planning Commission Decision Recommendation

The Planning Commission at its June 16, 2021 meeting adopted a resolution recommending that the City Council deny the proposed Change of Zone Ordinance and Specific Plan. In general, the Planning Commission reasons for denial were that the proposed project will create increased traffic on Compton Blvd., Santa Fe Avenue, Palmer Avenue and the density is too high of 290 units; there is no playground for children; 7-story building is too high; and there are not enough parking spaces provided for residents.

RECOMMENDATION

Staff is recommending of approval because:

- The proposed project is consistent with the City's new Specific Plan Ordinance adopted by the City Council on May, 18, 2021.
- The project site has been vacant for over 15 years creating significant blight and numerous health and safety issues for the community.
- The proposed project will create significant property and sales tax revenue growth, which contributes to increased general fund revenues that can be used for programs and services for the community.

Therefore, staff recommends the City Council approve the proposed Change of Zone Case No. 2020-004 and adopt the proposed 501/601 E Compton Blvd. Specific Plan.

ROBERT DELGADILLO
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING REPORTING PROGRAM, CHANGE OF ZONE CASE NO. 2020-004, A REQUEST TO CHANGE THE ZONING OF 501-545 EAST COMPTON BOULEVARD, 601-625 EAST COMPTON BOULEVARD, 112 NORTH WILLOW AVENUE AND 107 NORTH SANTA FE AVENUE FROM LIMITED COMMERCIAL (CL) AND PARKING/HIGH DENSITY RESIDENTIAL (PRH) TO SPECIFIC PLAN (SP) AND ADOPT THE 501-601 EAST COMPTON BOULEVARD SPECIFIC PLAN

WHEREAS, KBK Enterprises has made an application for a change of zone in accordance with Section 30-28 of the Compton Municipal Code to change the zoning of the subject property from Limited Commercial (CL), Parking/High Density Residential (PRH) to Specific Plan (SP) and for the adoption of the 501/601 E Compton Blvd. specific plan, for a certain real property situated in the City of Compton, legally described as follows:

APN's 6166-022-900-905, 6166-023-900-904: located at 501-545 E. Compton Blvd., 601-625 East Compton Blvd., 112 N. Willow Ave. and 107 North Santa Fe Avenue and the area subject to the related street vacation no. 20-003 (the "Project Site"); and

WHEREAS, Chapter 30 of the Compton Municipal Code was adopted by the City Council and added as Ordinance 1557; and

WHEREAS, Change of Zone Case No. 2020-004 was processed in accordance with Compton Municipal Code (CMC) 30-28; and

WHEREAS, there is a need for this zone change to be approved to accommodate a large mixed-use, multi-story project in downtown Compton; and

WHEREAS, the zone change will encourage and create additional mixed-use residential and commercial developments along Compton Boulevard; and

WHEREAS, referral, publication and written notice of the proposed amendment was provided in accordance with Sections 65090, and 65091 of the California Government Code prior to consideration of the request by the City Council; and

WHEREAS, an Initial Study and Mitigated Negative Declaration No. 949 was prepared for this project in accordance with the California Environmental Quality Act (CEQA); and that the Project would not have a significant effect on the environment; and

WHEREAS, the notice of intent along with the Initial Study/Mitigated Negative Declaration No. 949 was posted with the Los Angeles County Clerk's office in Norwalk, circulated for a 30-day public review period, mailed to abutting property owners, and posted on the City's website; and

WHEREAS, the Planning Commission held a public workshop on May 26, 2021 and discussed the purpose, scope, and size of the proposed Project, and held a duly noticed public hearing on June 16, 2021, at which time the Commission adopted Resolution No. 4015, recommending that the City Council disapprove the General Plan Amendment, Change of Zone and Specific Plan, and not adopt Mitigation Negative Declaration No. 949 and the Mitigation Monitoring and Reporting Program for the Project for the reasons set forth in that Resolution; and

WHEREAS, notice of the public hearing was published in the Compton Bulletin on March 16, March 23, and May 25, 2022; and

WHEREAS, a public hearing on said request to change the zoning was held before the City Council on September 6, 2022; and

WHEREAS, the City Council considered all the information presented pertaining to the Change of Zone No. 2020-004 and the 501/601 E Compton Blvd. specific plan; and

WHEREAS, the City Council being fully informed:

F I N D S

FINDINGS FOR ADOPTION OF MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING AND REPORTING PROGRAM:

1. That in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study for the project was prepared that identifies and evaluates the environmental impacts of the project.
2. That the City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Mitigated Negative Declaration as part of its environmental review.
3. That the notice of intent along with the Initial Study/Mitigated Negative Declaration No. 949 was posted with the Los Angeles County Clerk's office in Norwalk, circulated for a 30-day public review period, mailed to abutting property owners and posted on the City's website.
4. That all environmental documents have been processed in accordance with the California Environmental Quality Act (CEQA) guidelines.
5. The approval and subsequent implementation of the proposed project *will not* have the potential to degrade the quality of the environment with the implementation of the conditions of approval.
6. The approval and subsequent implementation of the proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals with the implementation of the conditions of approval.
7. The approval and subsequent implementation of the proposed project *will not* have impacts that are individually limited, but cumulatively considerable, when considering the proposed development in the immediate vicinity with the implementation of the conditions of approval.

FINDINGS FOR APPROVAL OF CHANGE OF ZONE CASE NO. 2020-004:

1. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone will be in conformance with the existing general plan land use designation of Specific Plan and will therefore achieve consistency between the General Plan and Zoning map. Further, the Project is consistent with the General Plan in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood and the policies of the General Plan including circulation element, land use element including:

   Land Use Element, Goal 1: *Revitalize Compton, and create a safe, attractive, desirable community which attracts new businesses and residents of all income ranges.*
   Land Use Element, Policy 1.6*: Promote quality design in new development projects.*
   Land Use Element, Policy 1.8: *Use specific plans and similar planning approaches as means to focus revitalization efforts on target neighborhoods.*
   Land Use Element, Policy 2.4: *Create an identifiable Central Business District around the existing government center*
   Land Use Element Policy 4.3: *Include necessary infrastructure improvements in project plans and funding arrangements in areas targeted for redevelopment and revitalization.*
   Land Use Element, Policy 4.6: *Allow for integrated, mixed use developments which locate retail and service commercial uses within easy walking distance of the residential neighborhoods they are intended to serve.*

   Housing Element, Goal 1: *The City of Compton will improve the housing supply and the choice of housing opportunities through private investment and, where necessary, through public action and financing.*
   Housing Element, Goal 4: *The City of Compton will encourage development of a viable urban community consistent with orderly growth and environmental conservation to provide suitable living environments, with access to employment, community facilities, and services.*
   Housing Element, Policy 4.1: *The City of Compton will reserve the existing residential neighborhoods and provide areas to accommodate new residential development.*
   Housing Element, Policy 2.3: *The City of Compton will encourage variety in the supply of housing at costs affordable to the various income levels of the population.*

Urban Design Element, Goal 1: *Improve the City's image and appearance through a combination of design guidelines and regulations, public investment, and private incentives.*
Urban Design Element, Goal 2: *Eliminate blighting conditions and neighborhood deterioration Citywide to achieve an improved urban environment.*
Urban Design Element, Policy 2.3: *Encourage mixed use residential and retail/service commercial developments along Compton and Rosecrans Boulevards and Wilmington Avenue.*
Circulation Element, Goal 6: *Encourage bicycle and pedestrian travel as an alternative to motorized transportation.*
Circulation Element, Policy 6.2: *Allow for mixed use developments which integrate residential and compatible non-residential uses, and ensure such developments incorporate features which facilitate bike use and pedestrian travel.*

Circulation Element, Policy 1.5: *Provide commercial areas that are conducive to pedestrian and bicycle circulation*;;

2. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone is more suitable for the subject site than the uses currently permitted in that the new land use designation will be consistent with existing low density residential land use patterns of the surrounding neighborhood for the reasons set forth in paragraph 1 above; and,

3. That the change of zone from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) zone will be not be detrimental to the surrounding area in that the amendment will combine two zoning districts into one SP designation to allow for coordinated and comprehensive development of the site, which will have positive environmental, economic and fiscal impacts for the community..

FINDINGS FOR APPROVAL OF 501/601 E. COMPTON BLVD. SPECIFIC PLAN:

1. The proposed Specific Plan is consistent with the General Plan goals, policies, and implementation programs in that the Specific Plan will be an implementation of the proposed General Plan land use designation of Specific Plan, and compatible with the existing patterns of zoning, land use and development in the surrounding area in that the new land use designation will be consistent with existing land use patterns of the surrounding neighborhood.

2. The land use and development regulations within the Specific Plan provide enhancements to the use and design of the subject site that would otherwise not be available through categorical Zoning, including the land uses of residential, retail, and restaurants operating by right on the same site. and, the development standards of the Specific Plan that allow a higher density and overall height than the current zoning.

3. The administration and permit processes within the Specific Plan are consistent with the administration and permit processes of the Zoning Ordinance in that the Specific Plan clearly defines what uses are permitted by right and what uses will require an entitlement such as a Conditional Use Permit or Minor Use Permit. The Specific Plan also clearly states which uses are prohibited in the Specific Plan.

4. The Specific Plan will not be detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood or result in a downgrade for the community because the Specific Plan envisions an enhanced comprehensive development plan for the project site, will enhance the neighborhood, and as described in the Initial Study/Mitigated Negative Declaration, will not result in any significant unmitigable impacts on the environment.

5. The Specific Plan will not adversely affect such necessary community services as traffic, circulation, sewage disposal, fire protection, and water supply for the reasons set forth in the Initial Study/Mitigated Negative Declaration prepared for the Project.

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

Section 1. The City Council, adopts Mitigated Negative Declaration No. 949 and a Mitigation Monitoring and Reporting Program for the Project. The documents and other material that constitute the record on which this decision is based are located in the Department of Community Development and are in the custody of the Director of Community Development.

Section 2. That the zoning of 501-545 East Compton Blvd., 601-625 East Compton Blvd., 112 North Willow Ave. and 107 North Santa Fe Avenue, (APN's 6166-022-900-905, 6166-023-900-904) and including the area subject to the related street vacation No 20-003 if and when vacated, is hereby changed from Limited Commercial (CL) and Parking/High Density Residential (PRH) to Specific Plan (SP) and 501/601 E Compton Blvd. specific plan is adopted.

Section 3. That the conditions of approval shown on Attachment A, attached herein, shall apply to the 501/601 E. Compton Blvd Specific Plan:

Section 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, Building & Safety and Community Development Department (Planning).

Section 6. That this Ordinance shall take effect thirty (30) days after adoption by the City Council.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause same to be published as required by law.

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

ATTACHMENT A
Conditions of Approval for 501/601 E Compton Blvd Specific Plan

1. That in accordance with Section 28.4.23 of the Compton Municipal Code, fee in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 12.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of certificate of occupancy for the units.
2. That the applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.
3. That each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).
4. That the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Compton Blvd., Santa Fe Ave and Spring Street, as required and directed by the Public Works Director.
5. That grading, drainage, and hydrology plans, as required by Public Works Department, shall be submitted to and approved by the City Engineer prior to issuance of Building permits.
6. That all utility lines (i.e. electric, street lighting, cable/satellite television, telephone, etc.) shall be placed underground.
7. Elevations of all building pad(s) shall be above the flood level per the current L.A. CO. Flood Control Districts requirements [LACFCD]. Submit Hydrology/Hydraulics Analysis in compliance with the L.A.C.F.C.D.'s requirements for review/approval by the City.
8. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System NPDES [LID, SUSMP, etc] requirements.
9. That a Photometric Lighting plan for all pedestrian and vehicle driving areas shall be submitted to and approved by the Community Development Department prior the submittal of plans for Building Plan Check. The lighting plan shall include provisions for minimizing offsite glare and insuring a minimum of one-foot candle of illumination on all pedestrian and vehicle driving areas.
10. That prior to issuance of Building Permits, the applicant shall submit a site and circulation plan for review and approved by the City of Compton Fire Department to ensure the development conforms with the following but not limited to: fire hydrants, fire lanes, development access points, etc.
11. That the number, spacing, and location of all required fire hydrants shall be reviewed and approved by the Fire and Water Departments.
12. That the proposed development shall be contingent on the adoption of Mitigated Negative Declaration No. 949, approval and approval of Change of Zone Case No. 2020-004 and the ordinance approving the Change of Zone taking effect.
13. Construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices to the extent feasible.
14. Noise and ground borne vibration construction activities whose specific location on the site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses, and natural and/or manmade barriers (e.g., intervening construction trailers) shall be used to screen propagation of noise from such activities towards these land uses to the maximum extent possible.
15. Barriers such as, but not limited to, plywood structures or flexible sound control curtains extending eight feet in height shall be erected around the perimeter of active construction areas wherever feasible and physically possible to minimize the amount of noise during construction on the nearby noise-sensitive uses.
16. A construction site notice shall be provided that includes the job site address, permit number, name and phone number of the contractor and owner or owner's agent, hours of construction allowed by code, and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public. (
17. Prior to the issuance of building permits for the proposed project, the Project Applicant shall provide verification that the project meets all fire flow requirements determined by the Fire Department.
18. The project developer shall implement all of the following traffic conditions of approval :

- Modify on-street parking with red-curb just north of proposed driveway on Santa Fe Avenue to accommodate an entry lane into the site and to improve visibility when exiting the site.
- Consider installation of a "KEEP CLEAR" zone on Santa Fe Avenue at the project driveway to allow exiting vehicles to access all lanes during peak hours and to minimize conflicts.
- Based on the trip assignment it appears that a significant amount of project traffic will utilize the Santa Fe Avenue driveway. Given this, re-stripe Santa Fe Avenue at Compton Blvd to extend the existing south bound right-turn only lane and modify signal operations to include a right-turn overlap phase for south bound Santa Fe Avenue at Compton Blvd.
- Due to increased pedestrian activity as a result of the project, modify signal operations at Santa Fe Avenue and Compton Blvd to include a leading pedestrian interval phase.

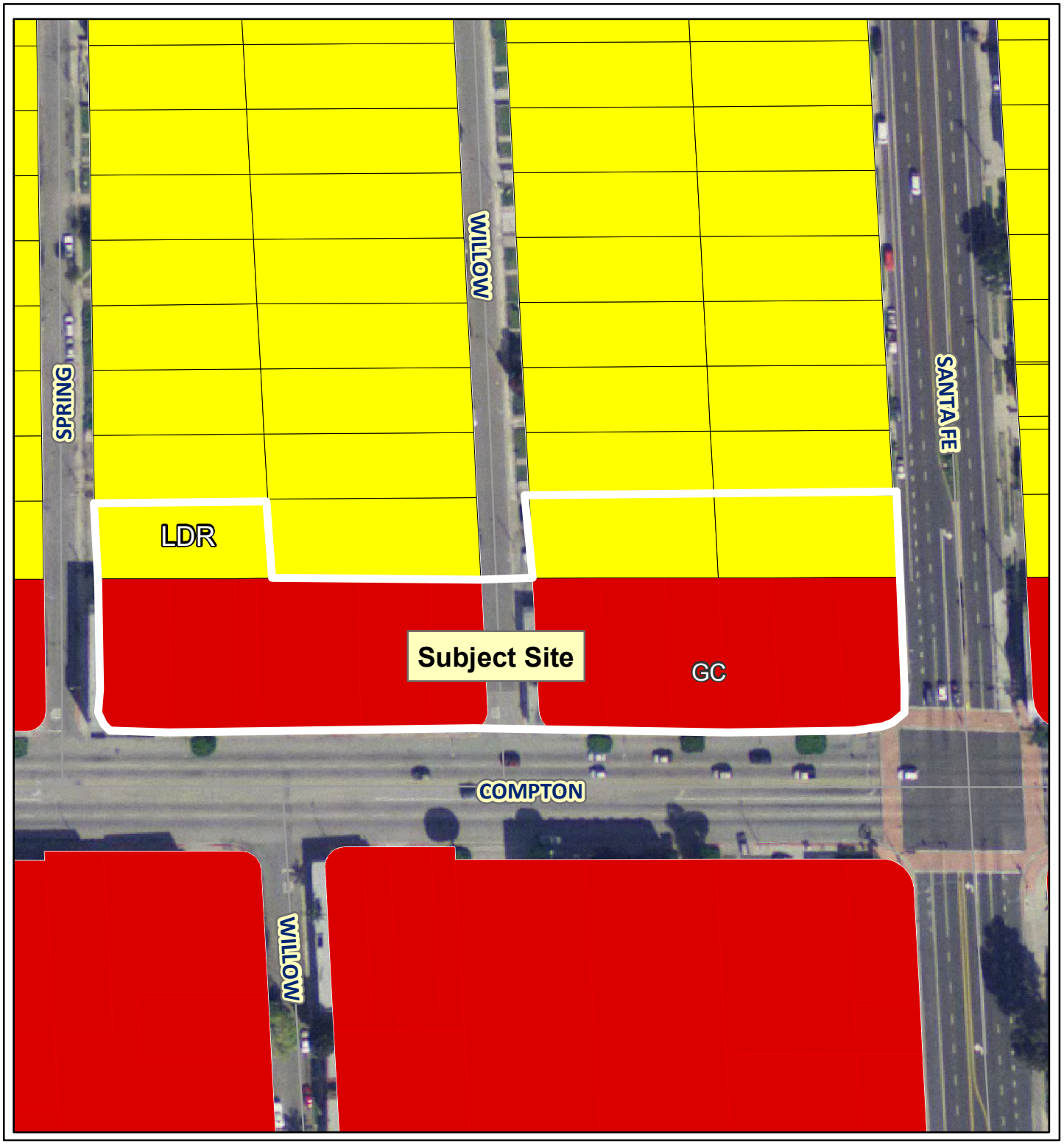
Standard Conditions of Approval:

19. That the property shall be developed substantially in accordance with the approved site plan, floor plans, elevations, improvement plans and other documents for Change of Zone Case No. 2020-004, unless otherwise modified by the Community Development Department. Substantial changes/modifications shall be referred back to Planning Commission for review and determination.
20. That construction and property development shall comply with all applicable Federal, State, County, Local Codes, including but not limited to the Compton Municipal Codes, Building Codes, Fire Codes, Housing Codes, Zoning Codes, etc.
21. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building Department for plan check as a detail sheet.
22. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.
23. That all building pad elevations shall be above the flood level per current LA County Flood Control District's requirements. Submit Hydrology/hydraulics analysis in compliance with L.A.C.F.C.D.'s requirements for review and approval by the City.
24. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System (NPDES, LID, SWPPP, SUSMP, etc.) requirements.
25. If required by the Fire Department, a California licensed Professional Engineer must prepare a water pressure analysis for the project and shall be submitted for review and approval by the City Public Works/Municipal Utilities Department.
26. Prior to the issuance of the certificate of occupancy, the applicant and/or developer must implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, fire sprinklers, knox-box or key, on-site fire hydrants, fire escapes, fire alarms etc.
27. That all emergency and fire access points and fire lanes shall be maintained free of obstructions at all times.
28. All entry gates or restricted access points shall also be equipped with Knox boxes or Knox key switches for power-activated gates, as approved by the Fire Department.
29. That the applicant, property manager/HOA, or other responsible party shall be required to implement graffiti removal within three (3) days of notification by the City.
30. That the interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.
31. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.
32. That failure, at any time, to exercise this use (development of 288 units) for 24 consecutive months subsequent to the date of approval shall render the 501-600 Compton Specific Plan automatically null and void without benefit of public hearing or notice of action, unless extended by the Planning Commission prior to the date of expiration.
33. All mitigation measures set forth in the Mitigation Monitoring and Reporting Program adopted for this project are hereby made conditions of approval on the Project and shall be implemented accordingly.

CITY OF COMPTON

GENERAL PLAN MAP

General Plan Amendment Case No. 2020-0004
Change of Zone Case No. 2020-0004
Street Vacation Case No. 2020-003
Mitigated Negative Declaration No. 949
501-601 E. Compton Blvd.



Legend

- City Limits
- Low Density Residential <8.0 du/ac
- Medium Density Residential 8.1-17.0 du/ac
- High Density Residential 17.1-34.0 du/ac
- General Commercial
- Mixed Use
- Industrial
- Open Space/Parks
- Public/Quasi-Public
- Transportation
- parcels

N

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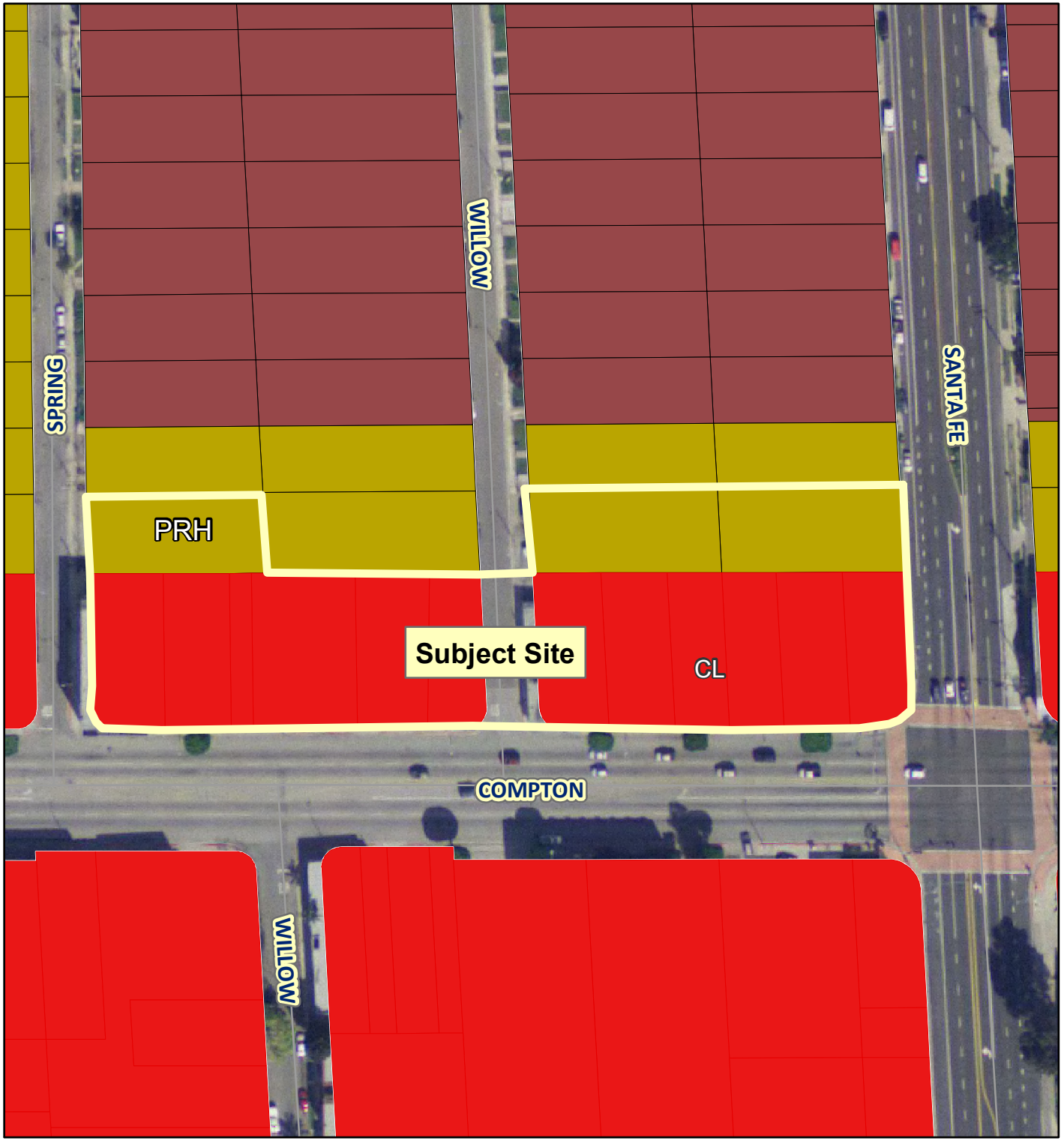

CITY OF COMPTON

ZONING MAP

General Plan Amendment Case No. 2020-0004
Change of Zone Case No. 2020-0004
Street Vacation Case No. 2020-003
Mitigated Negative Declaration No. 949
501-601 E. Compton Blvd.

Legend

- City Limits
- RA - Residential Agriculture
- RL - Low Density Residential
- RM - Medium Density Residential
- RH - High Density Residential
- P - Parking
- PRL - Parking/Low Density Residential
- PRM - Parking/Medium Density Residential
- PRH - Parking/High Density Residential
- CL - Limited Commercial
- CM - Commercial Manufacturing
- ML - Limited Manufacturing
- MH - Heavy Manufacturing
- B - Buffer
- LAC - Los Angeles County
- UNZONED
- parcels

N

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CITY OF COMPTON

AERIAL MAP

General Plan Amendment Case No. 2020-0004
Change of Zone Case No. 2020-0004
Street Vacation Case No. 2020-003
Mitigated Negative Declaration No. 949
501-601 E. Compton Blvd.

Legend

City Limits

parcels

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CITY OF COMPTON

501/601 E. Compton Blvd. Specific Plan

Revised Public Hearing Draft - August 10, 2022



1. INTRODUCTION AND PROJECT DESCRIPTION

1.1 PURPOSE

The 501/601 East Compton Boulevard is a Specific Plan which is intended to establish land use development regulations. As these development regulations are not at this time available in the Compton Municipal Code, the 501/601 East Compton Boulevard Specific Plan introduces them in order to regulate the development of a proposed mixed-use project on City and Successor Agency-owned land at the addresses of 501 and 601 East Compton Boulevard, Compton, California 90220.

What is a Specific Plan?

A Specific Plan is a regulatory tool that local governments use to implement their General Plan and to guide development in a localized area. While the General Plan is the overall guide for growth and development in a community, the goal of a Specific Plan is to focus on the unique characteristics of a special area by customizing the planning process and land use regulations to that area. The authority for preparation and adoption of specific plans is set forth in the California Government Code, Sections 65450 through 65457. The California Government Code authorizes jurisdictions to adopt specific plans by ordinance as regulatory documents. The law allows adoption of Specific Plans as may be required for the implementation of the General Plan.

1.2 PROJECT LOCATION

Figure 1-1 shows the Specific Plan area, which is located on the north side of Compton Boulevard between Spring Avenue and Santa Fe Avenue. The parcels in question have multiple addresses, but they are summarized as 501/601 E. Compton Boulevard for the purposes of this Specific Plan. The 501 block refers to the western block between Spring Avenue and Willow Avenue, and the 601 block refers to the eastern block between Willow Avenue and Santa Fe Avenue.

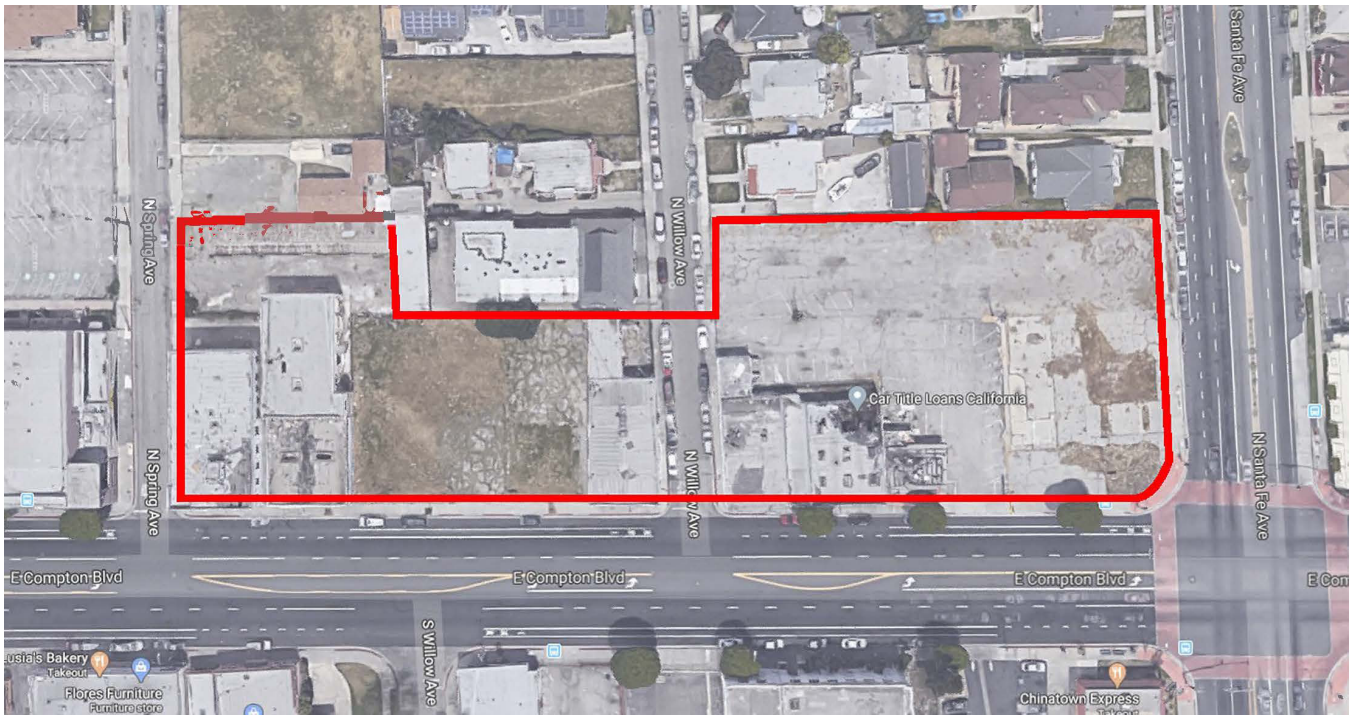


Figure 1-1: Specific Plan Area

1.3 PROJECT DESCRIPTION

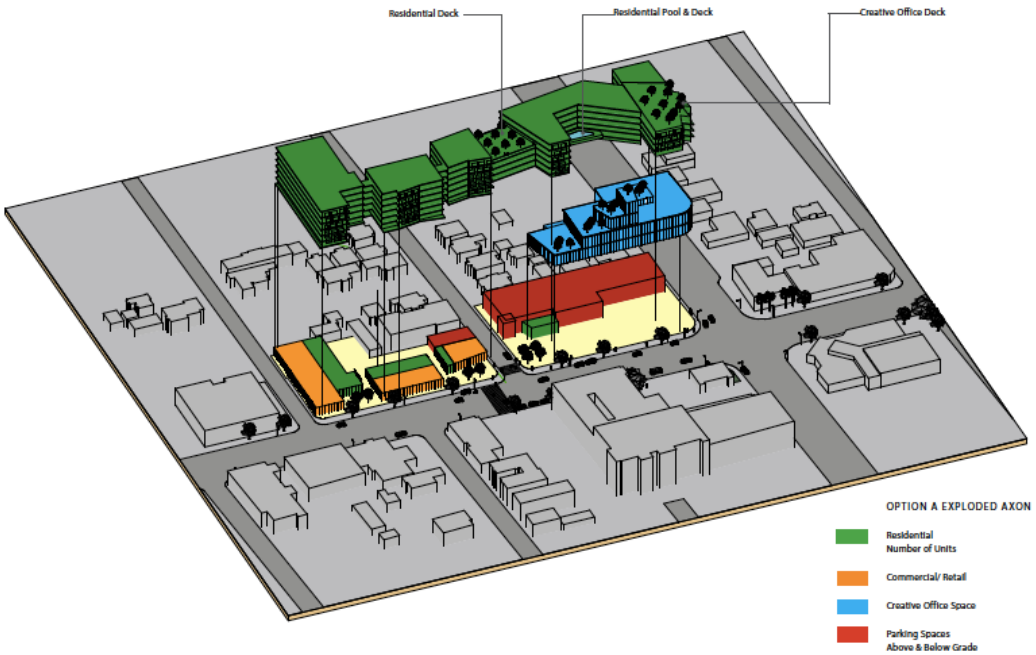
Project sponsor KBK Enterprises proposes a development at 501/601 E. Compton Boulevard which includes the following elements:

- 36,642 sf Compton Innovation Hub and Creative Studios
- 8,945 sf of retail uses
- 288 residential units
- Pedestrian plaza (Willow Plaza)
- 407 parking spaces

All uses will be accommodated in a seven-story structure which will be broken up into different vertical modules and which will bridge over Willow Street. The building will have a maximum height of 85 feet, not including mechanical equipment hidden from public view. Massing is oriented toward Compton Boulevard, with lower heights on the south side of the project. The overall building area is presented in Table 1.1, and the planned distribution of uses is shown in Figure 1-2. Construction is planned to initiate in 2022 and complete in 2024.

TABLE 1.1: Building Program

Program Type	Building Area
Residential	198,151 sf
Residential Amenities/Services	58,511 sf
Community Serving Retail	8,945 sf
Innovation Hub and Creative Studios	36,642 sf
Commercial Service Spaces	1,263 sf
Total Building	303,512 sf
Total Site Area	92,954 sf



The individual elements of the development are described below:

1. Compton Innovation Hub and Creative Studios

The Compton Innovation Hub (Hub) and Creative Studios is envisioned to be a curated space designed to cultivate innovation in technology, arts, and entrepreneurial concept and collateral launches for Compton's innovators. The Hub will provide learning labs, co-working and product development/"makers" labs, studios, and recreational space for artists, writers, musicians, designers and tech developers by creating a state of the art, high-energy atmosphere for learning, collaboration, and production.

The Hub will be an approximately 36,642 square-foot innovation hub and creative studios located on four floors on the southeast portion of the site. The primary entrance will be onto Willow Plaza at the current corner of Willow Avenue and Compton Boulevard. The design features tall open spaces with mezzanines and partial upper floors, following the models for recently developed technology spaces in Los Angeles Area - Playa Del Rey and Silicon Beach locations.

Building program elements on each floor are envisioned to include:

- **Ground Floor:** The project includes the development of a ground floor virtual museum and flex space, highlighting the immense talent and creatives that have come from Compton. The flex area will also provide technology components that enable networking events, presentations, small screenings, live performances, collaborative discussions and informal meetings. The area will also include an informational/check-in booth and may include the Hub's cafeteria.
- **Second Floor:** The Hub will also feature learning laboratories, audio and visual production and control facilities, cinema stage, conference/ collaboration rooms, quiet space/ flex working room, recreational/co-working flex area, green rooms, product entrepreneurial product development laboratories, compact commercial kitchen space and coffee bar.
- **Third Floor:** The third floor will feature an exterior deck, exterior working area, flex space equipped for event activations, screenings, networking, and wellness activities. The area will also provide space for ancillary storage and technology units.
- **Fourth Floor:** A small top floor is also connected to an exterior deck and may house the Hub's cafeteria.

The exterior of the Innovation Hub will be a unique experience of outdoor spaces connected all the way up the building with a series of staircases and trees planted on each levels, creating a green extension of the Compton Boulevard streetscape leading to a green roof deck over eighty feet above ground level. The spaces going up the building will be connected into the indoor working environments of the Innovation Hub and provide spaces for outdoor working, meetings and socializing. A mixture of softscape and hardscape will balance space for people with space for vegetation providing shade, urban heat island reduction and reduction of runoff.

2. Willow Plaza

A public pedestrian plaza will be created by closing Willow Avenue to vehicular traffic. This public plaza will become the focus point for the site and the nearby district. The beginning of the Innovation Hub's exterior staircase will spill out onto the plaza with an inviting and uniquely designed seat stair, encouraging people to spend time, view the plaza and intermingle between residents and employees of the Innovation Hub. The floor of the plaza provides an opportunity for signature public art or other horizontal programming such as small performances. West of the center of the plaza will be retail-adjacent areas for outdoor dining, tree planting and more public art that connects the energy of the center of the development with the Compton Boulevard sidewalk.

The building is proposed to bridge over the central/northern section of Willow Plaza, linking residents on both sides of the Willow Avenue with amenities on the opposite side and dividing the more active front side of the building from the more tranquil, residential and neighborly-oriented north side. The portion that is under the bridge will be well lit to provide a safe pathway for residents of the neighborhood to be able to circulate at all hours. The building will be approximately 25 to 30 feet above the plaza.

Public pedestrian access will be assured through the plaza at all times of the day, but there will be no public vehicular access. Removable bollards will be installed to permit vehicles to enter or go through the plaza for temporary or emergency uses. The closure of this area to public vehicular traffic will prevent Willow Avenue from receiving the project's vehicular traffic.

3. Retail Uses

Three spaces for commercial retail uses are proposed, both fronting on the western side of Willow Plaza, facing Compton Boulevard on the block between Spring Avenue and Willow Avenue. These spaces total 8,934 square feet and may be used for a variety of commercial retail uses, including food services. Spaces apt for outdoor dining are provisioned between the retail uses and the public sidewalk.

4. Residential Uses

The 501/601 E. Compton Blvd. development is proposed to include 288 residential units including 58 (20%) affordable. Affordable units will be made affordable to households earning no more than 80% of area median income, with an average affordability of 50% AMI. Approximately 24% are anticipated to be studio units, 36% 1-bedroom units and 39% 2-bedroom units.

All residential units are proposed to be on upper floors except for one short building of two-story loft-style units in the back of the western block. The residential density of the project is up to 135 dwelling units per acre.

The project provides 5,850 sf of private open space, 19,350 sf of common residential open spaces, and 13,000 sf of public open space, in addition to the 8,500 sf of commercial open space located on various roof decks. The project's countable residential open space, as defined with the standards in Section 4.3.5 of this Specific Plan, is 108 square feet per unit. Common residential open spaces include ground-floor courtyards on the western block, a pool area on the third floor, reading nooks and other intimate spaces on the third floor, a roof deck on the fifth floor in the northwest corner of the building, and a roof deck on the seventh floor over the bridge above Willow Avenue.

5. Parking

The project proposes to provide space for 407 parked vehicles, which is in compliance with the standards outlined in Section 4.3.6 of this Specific Plan.

Most commercial parking (retail and Innovation Hub) is located in a small above-grade garage on the first three levels of the building in the northern part of the 601 block of Compton Boulevard. This garage includes 107 parking spaces and is accessed from Santa Fe Avenue.

Residential parking, and a limited amount of commercial employee parking, is located in a below-grade garage with room for 282 vehicles with use of puzzle parking lifts. These lifts can be operated by residents after a quick training and deliver access to all vehicles without need to move other cars. The garage goes below Willow Plaza and covers both blocks in one level that will be approximately 15 feet deep.

6. Access, Security, Lighting and Adjacencies

24-hour public access will be available along all sidewalks and in Willow Plaza, including the connection between Compton Boulevard and Willow Avenue. The Innovation Hub, retail and residential components of the development, however, will all be separated from an access point of view. Entrances into the residential area, with the possible exception of the lobbies, will have access controlled through gates or other mechanisms.

The development will provide comprehensive, downward-directed lighting along all project edges and in all public spaces to ensure a safe environment while avoiding direct light pollution on neighboring properties. A 6' solid masonry wall will divide the 501/601 E Compton Blvd development from these properties, and trees will be planted against this wall on the majority of the property line.

7. Sustainability Features

As a dense, transit-oriented development, the proposed development will use much less building energy per capita and generate a much higher share of low-carbon transportation modes accessing the project, including use of Metro light rail and local buses, walking and biking. The project will also include multiple green roofs on multiple levels that will help to reduce runoff and urban heat island effect.

1.3 APPLICABILITY AND CONFORMITY OF DEVELOPMENT

This Specific Plan describes the development currently being proposed by KBK Enterprises. No construction, modification, addition, or placement of any building or structure shall occur, nor shall any new use commence on any lot, on or after the effective date of this Specific Plan that is not in conformity with the provisions of this Specific Plan.



Figure 1-3 Project Landscape Plan





Figure 1-4 Renderings of proposed project

2. CONTEXT

2.1 PROJECT LOCATION

Compton is a city of approximately 100,000 residents located 10 miles south of Downtown Los Angeles. Interstate 710 runs through the eastern part of the city, which is bisected by the Metro A Line (Blue), with two stops at Artesia and Compton Stations. Compton is bordered by the City of Carson to the south, unincorporated Willowbrook to the west and north, the City of Lynwood to the Northeast, unincorporated East Compton to the east, and the City of Long Beach to the southeast.

The project area is located on East Compton Boulevard on the eastern end of Downtown Compton between North Santa Fe Avenue and North Spring Avenue, with North Willow Avenue running through the middle. The project area encompasses 2.27 acres (98,893.5 square feet) on 11 commercial parcels (501, 515, 517, 535, 545 E. Compton Blvd., 601 and 607 W. Compton Blvd., 112 N. Willow Ave. and 107 Santa Fe Ave.). Compton Boulevard and Santa Fe Avenue serve as the closest major streets, and freeway access is provided to I-110 by Compton Boulevard, to I-105 and CA-91 by Alameda Street and to I-710 by Rosecrans Avenue.

The center of the site is located approximately 0.45 miles walk from Metro's Compton Station. Compton Station provides all-day, frequent rapid transit access to the Los Angeles metropolitan area including Downtown Los Angeles, Downtown Long Beach and Los Angeles International Airport.

The site is currently vacant. Single- and multi-family residential uses abut the site to the north. To the west across Spring Street is a vacant former school building, and to the south across Compton Boulevard are various commercial buildings including a large windowless AT&T facility, a funeral home and a small shopping center. On the east side of the site, across Santa Fe Avenue, are the Salvation Army and a Jehovah's Witnesses church.

Compton Boulevard is a commercial corridor, with most nearby commercial services provided at the Compton Renaissance Center and Compton Towne Center a 10 minutes' walk to the west. Wilson Park is located one block to the west. Lifeline Education Charter School and Lifeline Education Middle School are located to the south on Santa Fe Avenue at Laurel Street and Myrrh Street, respectively.





The project site is mostly vacant, exerting a blighting influence on Compton Boulevard and the nearby neighborhood.





Low-scaled apartment buildings and houses, many which have been accommodated for multiple families, are located behind the site. Across Compton Blvd. is a shopping center and a large AT&T building.



Figure 2-1 **Regional Setting and Transit Connections**

- City of Compton
- TOD Specific Plan Area
- Metro A Line (Blue)
- Metro E Line (Expo)
- Metro C Line (Green)
- Metro B/D Lines (Red/Purple)
- Metro L Line (Gold)

Under Construction Lines

- Metro K Line (Crenshaw/LAX)
- LAX People Mover
- Freeway
- Highway
- Major Streets
- Coastline

Miles
0 1.25 2.5 5 7.5

2.2 DOWNTOWN COMPTON VISION

The City of Compton is currently preparing a Compton Station Specific Plan, which is a transit-oriented development (TOD) Specific Plan funded by Metro covering all land within a roughly one-half mile radius of Compton Station. This TOD Specific Plan has been informed by many different channels of public engagement, including:

- Interactive booths at Compton Open Mic Night, the Christmas Parade and YouthBuild
- Video workshops
- Consistent Instagram campaign with over 400 followers
- Meetings and interviews with a stakeholders committee

The emerging vision from the TOD Specific Plan is to build a better Downtown Compton, restoring it to the role it once played as the commercial, civic and cultural center of the community, and building it into a world-class destination that all Compton residents can enjoy. Key themes include:

- Providing retail amenities and entertainment – places for Compton residents to go
- Increasing housing opportunities and leveraging public land for affordable housing development, creating a bulwark against future housing pressures
- Taking advantage of Compton's immense talent and human resources to achieve economic development for the benefit of residents through cultural production and attractions

As shown in Figure 2-2, the physical framework of Downtown Compton consists of three primary districts:

- Civic Center: active, historic, community focus, symbolic
- Commercial Core: vibrant, commercial, dense local and regional destination
- Historic Core (location of the project): locally-focused, arts, nightlife, innovative, local businesses

These three districts will be united through a pedestrian-friendly, activated Compton Boulevard and diagonal connection to the Metro station. Compton Boulevard's design will need to change in order to accomplish its transformation from vehicular passthrough to pedestrian-friendly, expressive main street for this unique and proud community.

The 501/601 E Compton Blvd proposed development will catalyze this vision for the rest of the Downtown area through the Innovation Hub's creation of physical and social spaces for Compton entrepreneurs, the addition of affordable housing, and the beginning of implementing a new streetscape and pedestrian environment for Compton Boulevard. It will set the stage for future development and improvements across the Downtown.



The Compton Station Specific Plan is being developed with a great amount of public input from young and old.

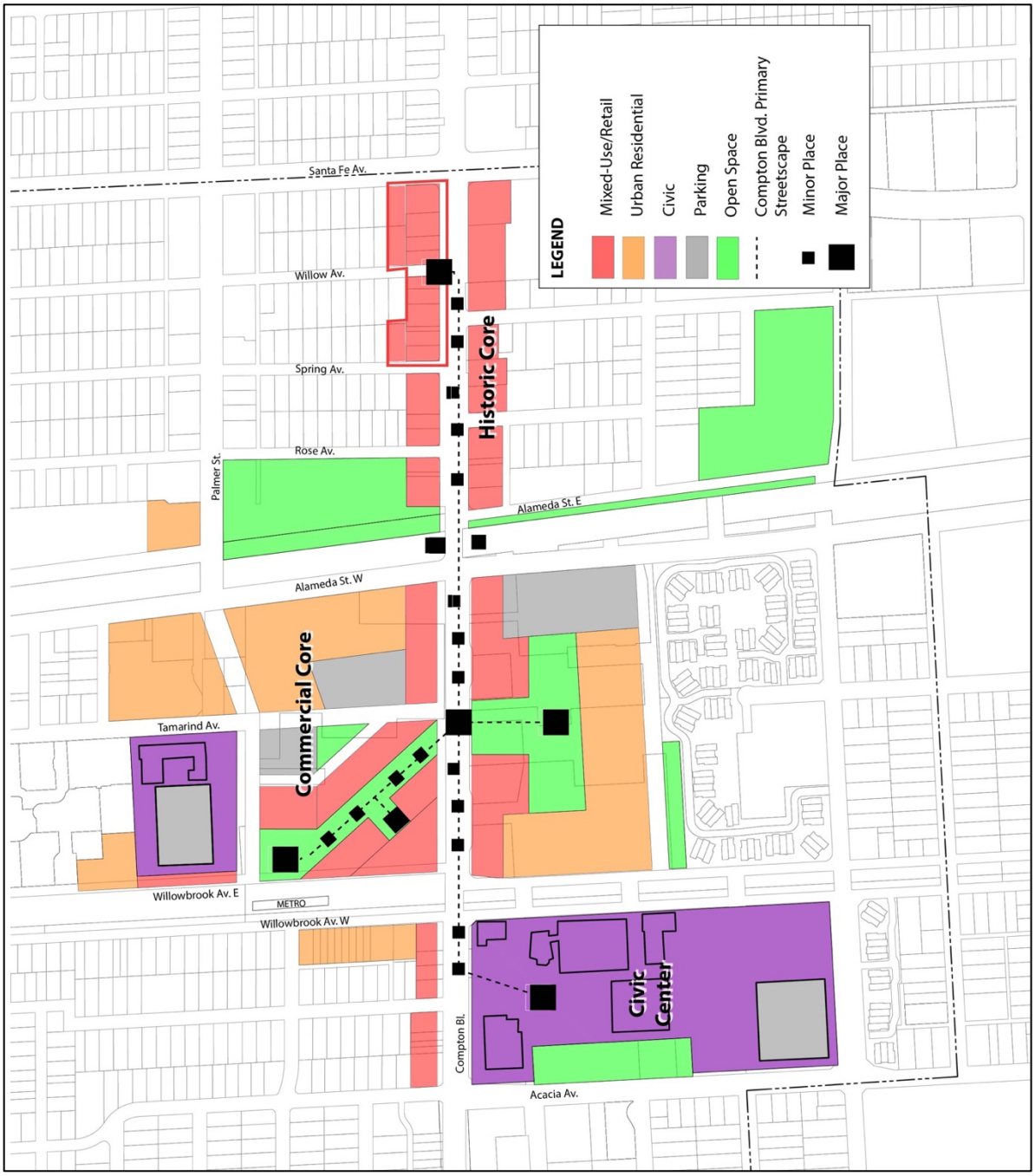


Figure 2-2 Downtown Compton Vision Framework

3. RELATIONSHIP TO OTHER LAND USE REGULATIONS

3.1 INTRODUCTION

A Specific Plan is a regulatory tool to guide development in a local area consistent with the City's General Plan. While the General Plan provides the primary guide for growth and development citywide, the Specific Plan customizes the planning process to enhance and promote the unique characteristics of a special area. This Specific Plan is adopted pursuant to Section 65450 et. seq. of the California Government Code. The General Plan is also being amended in order to remain consistent.

3.2 GENERAL PLAN LAND USE DIAGRAM AND ZONING MAP CONSISTENCY

As a part of the approval of this Specific Plan, the General Plan Land Use Diagram and Zoning Map are being amended to incorporate this Specific Plan. The current General Plan Land Use designations for the site are GC – General Commercial – on the Compton Blvd. fronting parcels and LR – Low Density Residential – on the other parcels. The current zoning designations are CL – Limited Commercial – on the Compton Blvd. fronting parcels and PRH – Parking High Density Residential – on the other parcels. New General Plan Land Use and zoning designations will be adopted by the City in order to accommodate the standards in this Specific Plan.

3.3 CONSISTENCY WITH GENERAL PLAN GOALS AND POLICIES

The City of Compton's General Plan was adopted in 1990. The policy analysis below describes how the Specific Plan complies with General Plan goals and policies related to the project.

1. Targeted Community Revitalization and Beautification

Land Use Element, Goal 1: *Revitalize Compton, and create a safe, attractive, desirable community which attracts new businesses and residents of all income ranges.*

Land Use Element, Policy 1.6*: Promote quality design in new development projects.*

Land Use Element, Policy 1.8: *Use specific plans and similar planning approaches as means to focus revitalization efforts on target neighborhoods.*

Urban Design Element, Goal 1: *Improve the City's image and appearance through a combination of design guidelines and regulations, public investment, and private incentives.*

Urban Design Element, Goal 2: *Eliminate blighting conditions and neighborhood deterioration Citywide to achieve an improved urban environment.*

Urban Design Element, Policy 2.3: *Encourage mixed use residential and retail/service commercial developments along Compton and Rosecrans Boulevards and Wilmington Avenue.*

Housing Element, Policy 4.1: *The City of Compton will reserve the existing residential neighborhoods and provide areas to accommodate new residential development.*

The 501/601 E. Compton Blvd. replaces a vacant lot which was previously the site of older buildings which had themselves been vacant for many years. The proposed development is anticipated to be one of the more forward-looking and attractive development projects in the entire County of Los Angeles, signaling a major improvement in Compton's image that builds upon the community's existing strengths in cultural production. The development will be centered on a major public plaza at the current intersection of Compton Boulevard and Willow Street with public art, seating and vegetation. A unique staircase with trees and vegetation will lead up along the Compton Boulevard side of the project to a green roof deck at the top. The development will also include several different massing modules and frontage planes, creating a unique and modern statement about Downtown Compton.

Massing and views from the project are intended to focus all activity away from the residential neighborhood to the north, which is zoned RH (Residential High Density) and is developed with a mix of single-family and multi-family apartments. Willow Street will be closed in order to prohibit vehicles accessing the project from using it or residential traffic from accessing Compton Boulevard.

2. Access to Jobs and Services

Land Use Element, Policy 2.4: *Create an identifiable Central Business District around the existing government center*

Housing Element, Goal 4: *The City of Compton will encourage development of a viable urban community consistent with orderly growth and environmental conservation to provide suitable living environments, with access to employment, community facilities, and services.*

501/601 E Compton Blvd. is an example of downtown transit-oriented development which places a high density of residences, amenities and jobs within walking distance of the Metro A Line (Blue), which provides access for people of all incomes and abilities to the greater Los Angeles region.

It introduces the first major job center in Downtown Compton since the construction of the Civic Center and commercial centers in the 1970's. The roughly 40,000 square foot Innovation Hub has been planned specifically with the goal of creating employment, entrepreneurship and business development opportunities for Compton's leaders in cultural industries including art, film and music, as well as technology. This has the potential to reverse the trends in place over the past decades in which Compton has gained worldwide recognition because of artistic talent, yet has seen profits flow elsewhere because there has not been a business infrastructure for the production and distribution of creative content.

3. Pedestrian and Bicycle Friendliness

Land Use Element, Policy 4.6: *Allow for integrated, mixed use developments which locate retail and service commercial uses within easy walking distance of the residential neighborhoods they are intended to serve.*

Circulation Element, Goal 6: *Encourage bicycle and pedestrian travel as an alternative to motorized transportation.*

Circulation Element, Policy 6.2: *Allow for mixed use developments which integrate residential and compatible non-residential uses, and ensure such developments incorporate features which facilitate bike use and pedestrian travel.*

Circulation Element, Policy 1.5: *Provide commercial areas that are conducive to pedestrian and bicycle circulation.*

501/601 E Compton Blvd. will implement streetscape improvements that will restore and improve upon the pedestrian-friendly, downtown environment along Compton Blvd. that existed until the 1960's. Sidewalks will be expanded from 8' wide to 16.5' wide, wide-canopy street trees will be planted, and comfortable street furniture will be added. Bicycle safety and convenience will be improved by upgrading the existing Class II bike lanes to Class IV, protected bike lanes. The project also includes a generous amount of secured long-term bicycle parking (1/residential unit and 0.5/projected employee), as well as short-term bicycle parking for visitors. Finally, the Specific Plan ensures that these areas will remain well maintained and secured for the enjoyment of members of the community.

4. Infrastructure Improvements

Land Use Element Policy 4.3: *Include necessary infrastructure improvements in project plans and funding arrangements in areas targeted for redevelopment and revitalization.*

California Government Code Section 65450 states that Specific Plans must establish "the proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan." The analysis contained in this Specific Plan should ensure that all necessary infrastructure improvements are accounted for in the development. Section 9.3 of this Specific Plan details the infrastructure systems that the development will pay for.

5. Housing Diversity

Housing Element, Goal 1: *The City of Compton will improve the housing supply and the choice of housing opportunities through private investment and, where necessary, through public action and financing.*

Housing Element, Policy 2.3: *The City of Compton will encourage variety in the supply of housing at costs affordable to the various income levels of the population.*

501/601 E Compton Blvd will add 288 sorely needed new residential units to the supply of housing in the City and region. Among these will be 58 income-restricted affordable units with an average affordability level of 50% AMI (area median income). Census data indicates that currently 37% of Compton renters are severely rent-burdened.

501/601 E Compton Blvd will be provide a unique type of living experience not available elsewhere in the City of Compton. 84.9% of the City's housing stock is over 40 years old, and City staff has estimated that 45% of the housing stock requires substantial rehabilitation.[1] Recent development projects completed in the City have consisted of single-family detached or attached housing, adding to the preeminence of single-family housing in the City (78% of all units). In contrast, 501/601 E Compton Blvd will provide new, modern, ADA-accessible multifamily housing with amenities including pools. It is anticipated that this type of housing will accommodate multiple types of households, but be particularly attractive to groups who possess less of a need for single-family housing, such as singles, childless couples and empty nesters.

[1] Compton 5th Cycle Housing Element, p. 11.

4. DEVELOPMENT REGULATIONS

4.1 ADMINISTRATION AND PROCEDURES

1. Purpose and Intent

This Administration and Procedures Section sets forth the processes used for the application, review and decision–making for land development and use requests within the Specific Plan. It is the intent of this Specific Plan that any developer, builder, property owner, or other authorized agent seeking to establish a use and/or develop pursuant to this Specific Plan will have an application processed in an expeditious manner with administrative approvals where allowed by these Administrative Procedures. Applications that deviate from the standard provisions, where allowed by this Specific Plan, may require discretionary review and action.

2. Applicability

A. Requirements for structures and land uses. No permit shall be issued by the City unless the proposed project complies with all applicable provisions of this Chapter, including applicable findings, conditions of approval, and all other applicable provisions of law.

B. Legal Parcel. The site of a proposed land use, development, modification or other improvement subject to this Chapter shall be on a parcel(s) legally created in compliance with the Subdivision Map Act and the City's Subdivision Regulations.

C. Minimum requirements. The provisions of this Chapter are minimum requirements for the protection and promotion of the public health, safety, and general welfare.

D. Permits and Procedures. Permits and procedures legally existing in City Zoning Code as of the adoption of this Chapter shall continue to apply, in addition to other permits and approvals listed in this Section.

3. Review Authority

A. This Specific Plan shall be administered by the City Council, Planning Commission, and the Community Development Director. Table 4.1 (Designated Approving Authority) identifies the review authority established for the code.

4. Specific Plan Interpretation

A. The Community Development Director shall interpret the provisions of the Specific Plan. Applications for a Specific Plan Interpretation shall be filed with the Community Development Director. The Community Development Director shall respond in writing to written requests for Specific Plan Interpretations within 30 days from the date the request has been submitted. The Community Development Director may issue an official interpretation or refer any issue of interpretation to the Planning Commission for its determination.

B. Official interpretations shall be written and shall quote the provisions of this Specific Plan being interpreted, and the applicability in the particular or general circumstances that caused the need for interpretations, and the determination. Written interpretations shall become a part of the Specific Plan, as a separate appendix. The Community Development Director will maintain a complete record of all official interpretations to this Specific Plan, indexed by the number of the Chapter or Section that is the subject of the interpretation.

5. Administrative Relief

A. Purpose. The purpose of this Section is to enable the Community Development Director to approve minor deviations from the TOD standards of this Chapter. An authorization to approve Administrative Relief does not extend to making any changes in the uses permitted in any zone.

B. Applicability. This Section is applicable to projects in the Specific Plan.

I. The Community Development Director may allow Administrative Relief of maximum 20 percent of any measurable standard of this Chapter, or the amount prescribed for the items specified in Table 4.2 (Types of Administrative Relief Allowed), whichever is most restrictive. The Community Development Director may allow Administrative Relief only after first making the findings specified in Subsection E.5 (Findings and

Decision) and Table 4.2 (Types of Administrative Relief Allowed).

Review Authority. The Community Development Director may approve or deny an application for Administrative Relief or may refer the application to the Planning Commission for review and final decision in compliance with this Section, when the request falls outside the parameters of this Section.

Application Review.

I. The Community Development Director, in compliance with Subsection E.2, shall review the application for Administrative Relief.

II. A public hearing shall not be required for the decision on Administrative Relief.

I. Findings and Decision. An application for Administrative Relief may be approved subject to conditions or denied by the review authority. The review authority may impose any conditions deemed reasonable and necessary to ensure that the approval will comply with the findings required by this Section. The review authority may approve Administrative Relief only after first making all of the following findings in writing:The development meets all other standards and requirements in this TOD Code;

II. There are special circumstances uniquely applicable to the property that cannot be resolved by a redesign of the project, such as its size, shape, topography, location, or surroundings;

III. Approving Administrative Relief will not grant special privileges inconsistent with the limitations upon other properties in the vicinity and the zone in which the property is located;

IV. The special circumstances uniquely applicable to the property are not self-imposed by any person presently having an interest in the property; and,

V. The requested Administrative Relief will not allow the establishment of a use that is not otherwise permitted in the zone.

VI. The subject site cannot be otherwise developed through a redesign or reduction in the size of the project.

Appeal. The applicant may file a written appeal with the Planning Commission within 15 days after the Community Development Director decision. The Planning Commission shall hear the appeal within 21 days or at its next succeeding regular meeting, unless the applicant consents to a continuance. Upon conclusion of the hearing, the Planning Commission shall, within 7 days, declare its finding based upon the testimony and documents produced before it. It may sustain, modify, reject, or overrule, any action of the Community Development Director provided such action is not inconsistent with the provisions of this Chapter or any other applicable law or statute. The appeal fee shall be the same as that of an appeal to the City Council, and the procedures followed shall be the same as in Municipal Code section 30-26.5 (i) – (k), except that the Planning Commission shall hear the appeal.

TABLE 4.1: Designated Approving Authority

Type of Permit or Action	Reference	Review/Approving Authority		
		Community Development Director	Planning Commission	City Council
Administrative Actions				
Specific Plan Interpretation	Section 4.1.4 (Specific Plan Interpretation)	Decision	Appeal	Appeal
Use Determination	Section 4.2.12 (Use Determination)	Decision	Appeal	Appeal
Development Permits and Approvals				
Administrative Relief	Section 4.1.5 (Administrative Relief)	Decision	Appeal	Appeal
Conditional Use Permit	Section 4.1.6 (Conditional Use Permit)	Recommend	Decision	Appeal
Design Review Tier 1	Section 4.1.7 (Design Review)	Decision	Appeal	Appeal
Design Review Tier 2	Section 4.1.7 (Design Review)	Recommend	Decision	Appeal
Minor Use Permit	Section 4.1.8 (Minor Use Permits)	Decision	Appeal	Appeal
Subdivisions	Section 4.1.9 (Subdivisions)	-	Recommend	Decision
Temporary Use Permit	Section 4.1.10 (Temporary Use Permit)	Decision	Appeal	-
Variance	Section 4.1.11 (Variance)	Recommend	Decision	Appeal

TABLE 4.2: Type of Administrative Relief Allowed			
#	**Type of Administrative Relief**	**Additional Required Findings**	**Maximum Modification**
1	An increase in the maximum lot coverage standard.	The building is consistent with the intent of the zone and all other applicable standards of the zone.	10%
2	A reduction in the minimum amount of building placed within the façade zone.	The building and site design are consistent with the intent of the zone and all other applicable standards of the zone; and may not be combined with any reduction to frontage requirements.	10%
3	An increase of the maximum required setback.	Existing building(s) on adjacent lots on the same block face is/are greater than the maximum setback; and the variation will allow the proposed project to be more closely aligned with the adjacent building(s).	5 ft.
4	An increase or decrease in the standards for building frontages.	The building is consistent with the intent of the zone and all other applicable standards of the zone; and may not be combined with any modification to the façade zone	20%
5	An increase in allowable building height.	The building is consistent with the intent of the zone and all other applicable standards of the zone; and the increase accommodates architectural or design features as part of the proposed project.	10%
6	An increase of the allowed maximum height of a fence or wall.	The use of the lot is consistent with the intent of the zone and all other applicable standards of the zone; and/or the height increase is justified by topographic considerations	20%
7	A reduction in the minimum number of required bicycle parking spaces.	There are demonstrated sufficient bicycle parking opportunities within proximity to the project location.	40%
8	An increase in the allowed height and area of a permanent sign.	The sign is otherwise consistent with all applicable sign regulations.	15%
9	A reasonable deviation from the prescribed standards where necessary to install features that facilitate access and mobility of persons with disabilities or with limited mobility.	The building is consistent with the intent of the zone and all other applicable standards of the zone.	Determined on a case-by-case basis

6. Conditional Use Permit

Applications for uses set forth in Table 4.3 (Permitted Uses in TOD Zones) of the Specific Plan that require approval of a conditional use permit shall be processed in accordance with the provisions of Section 30-26 (Conditional Use Permits) of the City Zoning Code. However, at least one community meeting shall be held prior to any public hearing.

7. Design Review

A. Purpose. Design Review is required for all projects for which a building permit is required that involves new construction or development; exterior alterations, tenant improvements and installations for an existing building; the erection, replacement, or alteration of signage; and landscaping associated with such construction and alterations.

B. Exceptions. Alterations, additions, and repairs that do not change the exterior appearance of a structure, including replacement in kind of existing features do not require Design Review. To be considered "replacement in kind," the features must reasonably match the design, profile, material, and general appearance of the originals. Revised plans of the change shall be filed with the Community Development Department.

C. Tier 1 Design Review

I. Applicability. This review process applies to the following development proposals:

a. Temporary signs and other signs set forth in Section 2.5.G (Signs).

b. Minor additions and alterations to the exterior of existing buildings which do not significantly alter the visual character or function of a building as defined by the Community Development Director,

c. New construction of any buildings or accessory structures less than 5 stories in height,

d. New construction of mixed-use or commercial projects that have, or will have, fewer than 50,000 square feet of gross non-residential floor area, excluding parking structures on sites of less than 3 acres or

e. Exterior alterations that cost less than 50% of the appraised value of the improvements on the property. Included in this tier would be projects like slurry seal/re- striping of parking lots, painting of buildings, signs that are not part of a master sign program, landscape / hardscape alterations, minor alterations or façade changes.

II. Review Authority. The Community Development Director will conduct Tier I Design Review and make decisions to approve, with or without amendments, or deny the application. The Community Development Director may refer any such project to the Planning Commission if the Director determines it has special significance.

III. Review Process. The fees and process shall be equivalent to the City's Architectural Review Board application, or succeeding application or process.

IV. Required Findings. In acting to approve or conditionally approve an application for the tier 1 Design Review, the Community Development Director shall make the following findings:

a. That the project is consistent with the applicable development standards of this TOD Code and any design guidelines of this Specific Plan as deemed appropriate and achievable by the Community Development Director; and

b. That the project implements applicable goals and policies of the Compton General Plan, as deemed appropriate and achievable by the Community Development Director

D. Tier 2 Public Hearing Design Review

I. Purpose. Tier 2 Design Review is intended to ensure high quality development and encourage development is designed in an aesthetically pleasing manner and incorporates public spaces that are integral to the project. This review is limited to design review and not land use.

II. Applicability. Tier 2 Design Review is required for the following development proposals:
   a. Any new construction, exterior modification or renovation that does not qualify for Tier 1 review;
   b. Projects on sites 3 acres or larger;
   c. Project with proposed alternatives to aesthetic-related design guidelines when specified as an option to the design standards stated in this Specific Plan.

III. Review Authority. The Planning Commission has authority under Tier 2 Design Review. The Planning Commission is authorized to act upon the design and conditionally approve or deny projects, subject to the findings below.

IV. Required Findings. In acting to approve or conditionally approve a Tier 2 Design Review application, the Planning Commission shall make the following findings:
   a. The project provides a public benefit which is consistent with the goals of the Specific Plan.
   b. That the project is consistent with the applicable development standards of this TOD Code and any applicable design guidelines of this Specific Plan;
   c. The project implements applicable goals and policies of the Compton General Plan.

8. Minor Use Permit

A. Purpose. A Minor Use Permit (MUP) provides a process for reviewing land uses that may be appropriate in the applicable zone, but whose effects on a site and its surroundings cannot be determined before being proposed for a specific site. The purpose of a Minor Use Permit is to provide sufficient flexibility and to reduce processing times for projects that are consistent with and further the objectives of the Specific Plan.

B. Applicability. A MUP is required to authorize land uses identified by Table 4.3 (Permitted Uses in TOD Zones) as being allowed subject to the approval of a MUP in the applicable zone.

C. Review Authority. The application for a MUP shall be reviewed and approved or denied by the Community Development Director. The Community Development Director may choose to refer any MUP application to the Planning Commission for review and final decision.

D. Application Filing, Processing, and Review.

I. Application filing and processing. The application shall be filed with the Compton Community Development Department in accordance with this Section, include the information and materials specified in the most up-to-date Department handout for a Minor Use Permit, together with the required fee. It is the responsibility of the applicant to provide evidence in support of the findings required by Subsection H.6 (Findings and Decision), below.

II. Application review. Each application shall be reviewed by the Community Development Director to ensure that the proposal complies with all applicable requirements of this Chapter.

E. Public Hearing and Noticing.

I. Public hearing. A public hearing is not required for a Minor Use Permit decision.

II. Notice. Before a decision on a Minor Use Permit, the Department shall provide notice by posting the site, City Hall and the City of Compton website for 10 days prior to taking action.

F. Finding and Decision.

I. An application for a Minor Use Permit may be approved subject to conditions or denied by the review authority. The review authority may impose any conditions or time limits deemed reasonable and necessary to ensure that the approval will comply with the findings required by this Section.

II. The review authority may approve a Minor Use Permit only after first making all of the following findings in writing:
   a. The proposed use is consistent with the General Plan and Specific Plan;

b. The proposed use is allowed an MUP within the applicable zone and complies with all other applicable provisions of the City Zoning Code and this Chapter;

c. The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity;

d. The site is physically suitable in terms of:

- The provision of public and emergency vehicle (e.g., fire and medical) access;
- Public protection services (e.g., fire protection, police protection, etc.);
- The provision of utilities (e.g., potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.); and
- The type, density, and intensity of use being proposed will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, safety, or general welfare, or be materially detrimental or injurious to the improvements, persons, property, or uses in the vicinity and zone in which the property is located.

G. Appeal. The applicant may file a written appeal with the Planning Commission within 15 days after the Community Development Director decision. The appeal fee shall be the same as the fee established for City Council appeals. The Planning Commission shall hear the appeal within 45 days or at its next succeeding regular meeting, unless the applicant consents to a continuance. Upon conclusion of the hearing, the Planning Commission shall, within 7 days, declare its finding based upon the testimony and documents produced before it. It may sustain, modify, reject, or overrule, any action of the Community Development Director provided such action is not inconsistent with the provisions of this Specific Plan or any other applicable law or statute. The appeal fee shall be the same as that of an appeal to the City Council, and the procedures followed shall be the same as in Municipal Code section 30-26.5 (i) – (k), except that the Planning Commission shall hear the appeal.

H. Permit to Run with the Land. A MUP approved in compliance with the provisions of this Section shall continue to be valid upon a change of ownership of the business, parcel, service, or structure.

I. Post Decision Procedures.

I. Duration and Revocation.

a. A MUP becomes null and void if not used within 12 months following its effective date, or within a shorter time specifically prescribed as a condition of the MUP, or at the expiration of an associated development permit if that occurs at a later time. The applicable review authority may, without a hearing, extend the time for a maximum period of one additional 12-month period only, upon application and fee filed with the Planning Department before the expiration of the 12-month or shorter time period.

b. In any case where the conditions of a MUP have not been or are not being complied with, the applicable review authority shall give written notice to the permittee of intention to revoke or modify the MUP and shall set a date upon the proposed revocation or modification. The notice shall be served on the MUP applicant and the owner of the subject property by mailing the notice to the owner at the address shown on the last equalized assessment roll at least 10 days before the date of the hearing, and specify the date, time, and place when and where it will be held. Notice of the intent to revoke the MUP shall specify the actions causing revocation/modification and list previous City actions taken to achieve compliance. Following the hearing, and if the applicable review authority finds that there is good cause therefore, the review authority may revoke or modify the MUP.

c. If a use granted under a MUP is abandoned for a period of 6 months, the MUP shall expire.

II. Penalty for Violations.

a. The violation by any person of any provision or condition of a MUP granted under the terms of this Section is an infraction, punishable in compliance with Section 30-38 (Enforcement Procedure) of the City Zoning Code.

b. Each person is guilty of a separate offense for each and every day during any portion of which a violation is committed, continued, or permitted, and shall be punished accordingly.

9. Subdivisions

A. The regulations set forth in Chapter XXVIII (Land Subdivision) of the Compton Municipal Code, shall apply to all divisions of land hereafter made of property within the Specific Plan.

10. Temporary Use Permit

A. Applicability. Use Permits (TUP) shall be subject to the provisions contained herein. TUPs shall be subject to the current Administrative Review process and fee.

B. Review Authority. The application for a TUP shall be reviewed and approved or denied by the Community Development Director.

C. Appeals. Community Development Director decision regarding Temporary Use Permits shall be subject to appeal to the Planning Commission, whose decision shall be final. The appeal fee shall be the same as that of an appeal to the City Council, and the procedures followed shall be the same as in Municipal Code section 30-26.5 (i) – (k), except that the Planning Commission shall hear the appeal.

D. Exempt Temporary Uses. The following minor and limited duration temporary uses are exempt from the requirement for a Temporary Use Permit:

I. City sponsored Events: any temporary activities sponsored by the city, on nonresidential property. Any temporary activities sponsored by the city, unless the Community Development Director determines a TUP is necessary to effectuate the purposes of this Chapter.

II. Emergency Facilities. Emergency public health and safety needs/land use activities.

III. On-site Construction Yards. On-site contractors' construction yards, including temporary trailers and storage of equipment, in conjunction with an approved construction project on the same site. The construction yard shall be removed within 30 days of issuance of a Certificate of Occupancy.

E. Temporary Use Permit Required. Temporary Use Permit shall be required for the following types of temporary uses:

I. Car Washes. Car washes conducted by a qualifying sponsoring organization on non-residential properties. Sponsorship shall be limited to educational, fraternal, religious, or service organizations directly engaged in civic or charitable efforts, or to tax exempt organizations in compliance with 501(c) of the Federal Internal Revenue Code. Temporary car washes shall not occur on a site more than four times per calendar year and may not operate for a continuous period of more than 12 hours or for more than two contiguous days.

II. Commercial Filming. The temporary use of an approved site for the filming of commercials, movies, videos, etc. The Community Development Director shall make the additional finding that the approval would not result in a frequency of uses likely to create incompatibility between the temporary filming activity and the surrounding neighborhood.

III. Events. Events including the following:

a. Arts and crafts shows, auctions, civic and community events, fairs, farmers' markets, festivals, flea markets, food events, recreation events, rummage sales, second-hand sales, street fairs, and swap meets. Temporary Use Permits can be for up to 12 months.

b. Outdoor meetings or group activities for seven consecutive days or less, within a 90-day period.

VI. Off-site Construction Yards. Off-site contractors' construction yards, in conjunction with an approved construction project. The permit shall expire and the construction yard shall be removed within 30 days of Certificate of Occupancy for the project in question.

VII. Residence. A temporary caretaker quarters during the construction of a subdivision, multi-family, or nonresidential project. The permit may be approved for a specified duration, or upon expiration of the Building Permit, whichever first occurs.

VIII. Seasonal sales of pumpkins and Christmas trees or other national holiday sales for a period not longer than 45 days.

IX. Amusement rides, carnivals, circuses, concerts, live entertainment, outdoor entertainment/sporting events, and tent revivals for a period not longer than 45 days.

X. Onsite Temporary Work/Office Trailer. A trailer or modular office may be used as a temporary work site for employees of a business During construction of a subdivision or other development project when a valid Building Permit is in force, orTemporary uses otherwise regulated by this Chapter or similar temporary uses. Similar temporary uses which, in the opinion of the Community Development Director, are compatible with the Specific Plan and surrounding land uses, and are necessary because of unusual or unique circumstances beyond the control of the applicant.

11. Variance

A. Applications for a variances to any standards in this Chapter shall be processed in accordance with the provisions of Section 30-27 (Variances) of the City Zoning Code.

4.2 ALLOWED LAND USES

1. Establishment of Permitted Uses

A. Any of the land uses permitted in Table 4.3 (Permitted Uses), may be established on any lot within the Specific Plan, subject to the permit requirement listed in the Table 4.3 (Permitted Uses), and in compliance with all applicable standards of this Chapter.

B. If a proposed use is not listed in Table 4.3 (Permitted Uses), the use is not permitted unless the Community Development Director determines in writing that the proposed use is substantially similar to a use specified as a permitted or conditional use in that zone in compliance with Subsection C (Use Determination).

2. Land Use Regulations

Table 2.4 (Permitted Uses in TOD Zones) describes the land use regulations for the TOD Zones. The regulations for each zone are established as follows:

A. “P” – Uses permitted by right that require no discretionary review if in compliance with all standards

B. “M” – Uses subject to a Minor Use Permit following administrative review by the Community Development Director

C. “C” – Uses subject to a Conditional Use Permit following discretionary review and public hearing by the Planning Commission

D. “T” – Uses subject to a Temporary Use Permit following administrative review by the Community Development Director

E. “Compton Bl Front” refers to uses which are permitted on the first floor of the Compton Blvd. frontage of project.

TABLE 4.3: Permitted Uses		
Land Use Type	**Entire Site**	**Compton Bl Front**
Entertainment and Recreation		
Health/Fitness Facility <15,000 sf	P	P
Health/Fitness Facility >15,000 sf	M	M
Indoor/Outdoor Entertainment	M	M
Indoor/Outdoor Recreation	M	M
Nightclub	C	C
Park, playground	M	X
Plaza	P	P
Studio: art, dance, martial arts, music, etc.	P	M
Civic & Office		
Government	P	P
Library, museum, or art gallery	P	P
Office, general or creative	P	P
Media Production Facility	P	P
Meeting facility, public or private	M	M
School, public or private	P	M
Food and Drink		
Micro-Brewery with sit down restaurant	M	C
Pub/Bar/Tavern (Subject to Section 31- 51 of the City Zoning Code)	C	C
Restaurant, café, coffee shop (May include alcohol sales)	P	P
Restaurant w/ Outside dining / with onsite alcohol sales	P	P
Any food and drink or retail establishment operating before 7:00 am or after 10:00 pm	M	M
Commercial kitchen (rental)	P	P
Retail		
Alcohol/Tobacco Outlet	M	C
General Retail < 100,000 sq. ft.	P	P
General Retail > 100,001 sq. ft.	**C**	**C**
General Retail	P	P
Services		
Business/Professional service	P	P
Day Care small < 9	X	X
Day Care large 9-14	X	X
Day Care center >14	M	M
Hotel/Motel	P	P
Medical or residential care facility <7	X	X
Medical or residential care facility >7	X	X
Personal services	P	P
Personal services-restricted	M	C
Transitional Housing	P	X
Residential		
Dwelling: Multi- Family (Including any type of permanent housing and supportive housing)	P	X
Dwelling: Single- Family Detached	X	X
Dwelling: Single- Family Attached	P	X

Group Home (<7 Persons)	P	X
Group Home (>7 persons)	C	X
Home Occupation, no clients	P	X
Home Occupation, with clients	M	X
Live/work unit	P	X
Single Room Occupancy	P	X
Senior Housing	P	X
Industrial		
Wireless Communication Facilities (Ground / Rooftop)	P	P
Materials Storage	X	X
Light Manufacturing	X	X
Heavy Manufacturing	X	X
Automobile Related		
Independent Parking Facility, Public or Private	M	X
Service Station/Auto Repair/Auto Related Use	X	X

3. Use Determination

A. The Community Development Director shall have the authority to make an administrative determination as to whether a specific use is substantially similar to one of the listed used in Table 4.3 (Permitted Uses in TOD Zones). The Community Development Director may at his or her discretion refer the determination to the Planning Commission. In making a determination that a proposed use is or is not similar to those listed, the Community Development Director or Planning Commission shall consider:

I. Whether the characteristics of, and activities associated with, the proposed use are equivalent to those of one or more in the used listed in the zone as allowable, and will not involve a greater level of activity, population density, intensity, traffic generation, parking, or noise than the uses listed in the zone;

II. The purposes of the applicable zone and conformance with the goals of the Specific Plan; and

III. The goals and polices of the General Plan.

IV. All such final determinations shall be recorded in writing to include a finding that the proposed use is substantially similar to uses permitted in the proposed zone and consistent with the intent of the applicable zone. All use determinations shall be filed and treated as precedent for future use determination requests.

4.3 DEVELOPMENT STANDARDS

Table 4.4 gives the basic development standards for new development within the Specific Plan.

Table 4.4 Development Standards

1. Height		
Minimum	3 floors	
Maximum	7 floors	
2. Setbacks		
Front Setbacks	0 ft. min., 10 ft. max.	
Interior Side Setback	0 ft. min., 10 ft. if adjacent to detached single-family residential	
Rear Setback	0 ft. min., 10 ft. min. adjacent to residential	
3. Interior Lot Line Height Transitions		
Adjacent to Residential Use	60-degree plane starting 25' high at property line	
4. Minimum Residential Unit Size		
Single Room Occupancy	**200 sf**	
Studio	**300 sf**	
1-bedroom	**400 sf**	
2-bedroom	**700 sf**	
3-bedroom	**900 sf**	
5. Residential Open Space		
Common open space	**15% min. of site area**	
Open space required per unit	**100 sf**	
6. Minimum Parking Ratios		
	Market	**Affordable (<=80% AMI)**
1+ bedroom units	1	0.5
SRO/studio units	0.5	None
Senior Housing (any size)	0.5	None
Guest Parking	0.1	0.1
Commercial Uses (see 4.3.6)	1/400 sf	
7. Frontage Types		
	Compton Blvd.	**Other Streets**
Arcade (Table 4.5)	Permitted	Permitted
Gallery (Table 4.6)	Permitted	Permitted
Terrace (Table 4.7)	Not Permitted	Permitted
Shopfront (Table 4.8)	Permitted	Permitted
Parking (Table 4.9)	Not Permitted	Permitted
Lobby (Table 4.10)	Permitted	Permitted
Stoop/Porch (Table 4.11)	Not Permitted	Permitted

1. Height

A. Minimum height. All new construction shall have a minimum height of three stories.

B. Maximum height. All new construction shall have a maximum height of seven stories.

C. Architectural projections, towers and elevator shafts may exceed the vertical height limit to the zone by 15 feet, as long as they are no longer than 30 feet long on any side.

D. Mechanical equipment may exceed the vertical height limit, provided that it is not visible from an adjacent street, public right-of-way, or ground level private property.

E. Roof decks, gardens and recreational amenities are permitted on the top floor of developments.

2. Setbacks, Projections and Encroachments

A. Portions of buildings and structures including marquees, awnings, shade structures, signs, and architectural features may encroach into the public right-of-way subject to encroachment permitting requirements of the City Zoning Code, and/or the review and approval by the City Engineer, or designee. Encroachments or projections into the right-of-way shall not include habitable space.

B. No projection shall be less than 9 feet above sidewalk grade, except for A-frame signage.

C. Projections into applicable setback areas are permitted as described in Table 4.5 (Projections into Setback Areas).

Table 4.5 Projections into Setback Areas

Projection	Front	Rear	Side	Street Side
Arcade	10’	N	N	10’
Architectural Features	3’	3’	3’	3’
Balcony	6’	5’	5’	6’
Gallery	10’	N	N	10’
Shopfront (awning, bay window, or projecting shade structure)	10’	N	N	10’
Signage	P	N	N	P
Stoop	5’	N	N	5’
Terrace	6’	N	N	6’

D. Awnings shall meet the following minimum standards:

I. Awnings shall be constructed of metal, canvas, or fire-resistant acrylic. Use of plastic and vinyl is prohibited.

II. Back-lit and waterfall awnings are prohibited.

III. Dome awnings are permitted only above building entryways. Only the address number or building name may be printed on the awning.

3. Interior Lot Line Height Transitions

A. Where ever an interior lot line abuts a single-family or multi-family residential building built before original adoption of this Specific Plan, new development shall not exceed the height established by an imaginary plane beginning 25 feet above the property line and rising up at a 45-degree angle toward the interior of the new

development site.

4. Minimum Unit Size

A. The minimum residential unit size shall be 200 square feet for single-room occupancy units, 300 square feet for studio units, 400 square feet for one-bedroom units, 700 square feet for two-bedroom units and 900 square feet for three-bedroom units.

5. Residential Open Space

A. All projects containing a residential component shall include a common open space, or series of common open spaces, no smaller than 15% of the lot area. This common open space may be located on top of roofs, podium parking garages or commercial establishments if desired.

B. A minimum of 100 square feet of open space shall be provided for each residential unit on-site. This requirement may be met through private or common open spaces. Up to 20% of the requirement may be met through publicly accessible on-site open space.

6. Minimum Parking Ratios

A. The minimum number of parking spaces required for residential uses is given in Table 4.4.

B. Affordable residential unit parking ratios apply only to units which have an 'affordability' covenant to serve households making 80% of area median income or less for at least 55 years.

C. The minimum commercial parking ratio shall be 1 space per 400 square feet (2.5 spaces per 1,000 square feet) provided that no greater than 25% of the total commercial space shall be used for restaurants, cafes, fast food restaurants, bars, cocktail lounges or other eating establishments; arcades or pool halls.

D. Any type of assembly use such as an auditorium, theater, church or conference facility shall file for a Minor Use Permit and demonstrate sufficient parking supply through a professional parking study.

7. Frontage Types

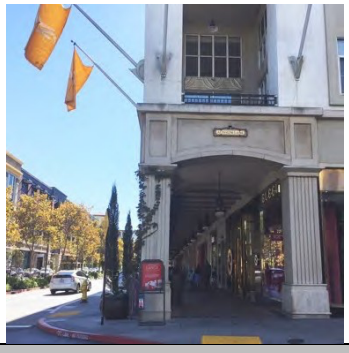
A. Buildings shall incorporate one or more of the allowable frontage types on the first floor of each building where the property line meets a public street right-of-way or plaza. While the majority of each building frontage should meet this criteria, exceptions are permitted at driveways, spaces between buildings, etc.

B. Standards for each frontage type are given in Tables 4.6 to 4.12.

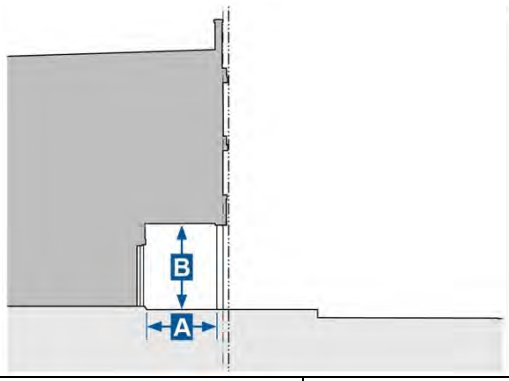
Table 4.6: Arcade

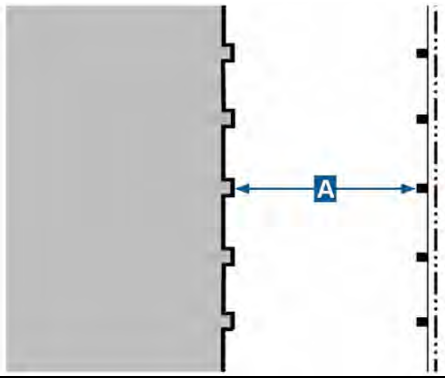
Description

A covered walkway located entirely on private property with habitable space above. This frontage type provides adequate protection from the elements (e.g. shade) and circulation space for pedestrians and is intended for buildings with active ground floor uses and along public open spaces and enhanced pedestrian streets.



Standards





Depth, Clear (A)	10 ft min.
Ground Floor Height, Clear (B)	14 ft min.

Miscellaneous

Shall be used in conjunction with the standards for the shopfront frontage type. In case of a conflict between them, these standards supersede.

Shall have consistent depth along the frontage.

Table 4.7: Gallery	
Description	
The main façade of the building is near the right- of-way and the projecting gallery element encroaches into the sidewalk of the right-of-way. This frontage type is intended for buildings with active ground floor uses and may be one or two stories.	
Standards	
	
Depth, Clear (A)	8 ft min.
Ground Floor Height, Clear (B)	11 ft min.
Upper Floor Height, Clear (C)	9 ft min.
Height (D)	3 stories max.
Setback from Curb (E)	4 ft min.
Miscellaneous	
Shall be used in conjunction with the standards for the shopfront or lobby frontage type. In case of a conflict between them, these standards supersede.	
Shall have consistent minimum depth along the frontage.	
May project over the sidewalk, with an encroachment permit and maintain 5 ft of clear sidewalk abutting the curb face. Restrictions on blocking pedestrian access apply.	

Table 4.8: Terrace

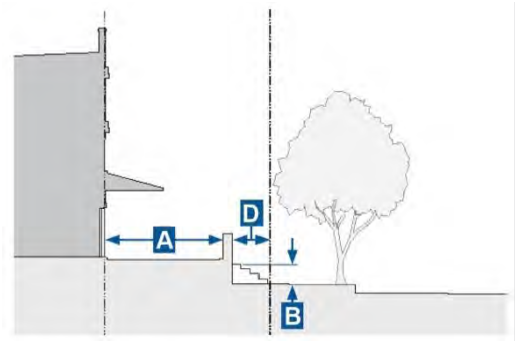
Description

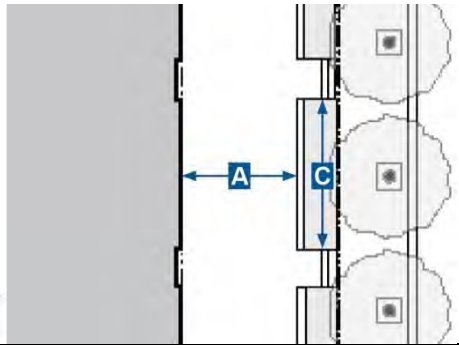
The main façade of the building has an elevated terrace that projects outward and engages the sidewalk with frequent stairs. This frontage type allows at-grade access to elevated ground floor uses due to natural grade constraints or by artificially elevating the terrace floor. This frontage type acts as a buffer from the sidewalk and may be landscaped to provide additional privacy.

Building activities are slightly separated from the adjacent sidewalk by the terrace finish level, and the depth of the terrace provides a buffer for outdoor seating, private yards, shade, or any other appropriate uses.



Standards





Depth, Clear (A)	8 ft min.
Length	120 ft max.
Finish Level Above Sidewalk (B)	4 ft max.
Distance Between Stairs (C)	50 ft max.
Wall Setback from Right-of-Way (D)	5 ft min.
Transparency, Ground Floor	75% min.

Miscellaneous

May be used in conjunction with another permitted frontage type (e.g., shopfront). In case of a conflict between them, these standards supersede.
Reasonable accommodation shall be provided as appropriate.

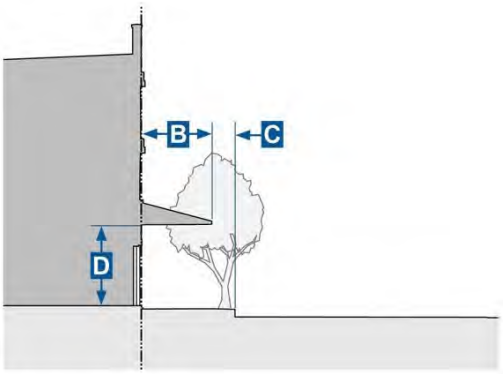
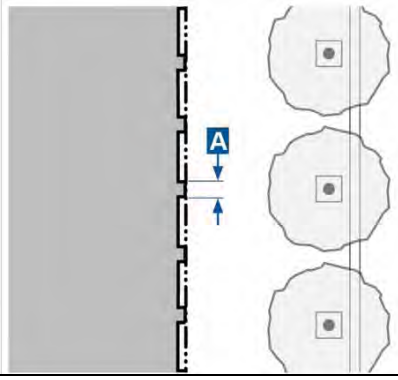
Table 4.9: Shopfront	
Description	
The main façade of the building is near the right- of-way with an at-grade entrance along the sidewalk. This frontage type is intended for active ground floor uses and has substantial glazing at the ground level.	
Standards	
	
Depth, Recessed Entries [1]	5 ft max.
Transparency, Ground Floor	75% min. (Primary Downtown Frontage), 65% min. (Other)
Distance Between Windows (A)	20 ft max.
Maximum Distance Between Entries	75 ft max.
Projection [2]	
Depth (B)	6 ft min.
Setback from Curb (C)	2 ft min.
Height (D)	9 ft min.
Miscellaneous	
May be used in conjunction with another permitted frontage type (e.g., arcade, terrace). In case of a conflict between them, the other frontage standards supersede. Non-transparent or semi-transparent must include a bulkhead between 18 and 36 inches tall.	
End Notes: [1] May be designed in a variety of configurations. [2] Only allowed for non-habitable space.	

Table 4.10: Parking Frontage

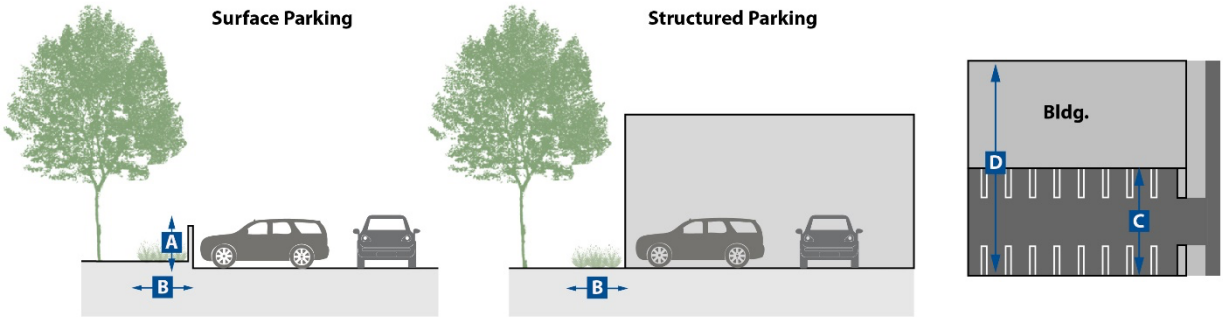
Description

Parking may be supplied on the surface or in subterranean, podium or above-ground structured configurations. Where appropriate, a limited amount of the street frontage may be used for surface parking. In these cases, the parking is screened by a wall and landscaping.

Parking along the street frontage may also be structured under this frontage type.



Standards

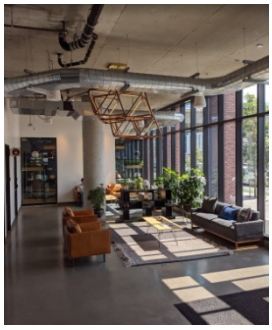


Max Width (C) as a function of Lot Width (D)	40%
Depth of Landscaping (B)	5’ min, 10’ max.
Wall Height (A)	4 ft max.
Transparency, Parking Structure Ground Floor	40% min.

Miscellaneous

Walls shall be opaque and made of masonry.
Use of a raised landscape planter, filter strip, infiltration trench or other stormwater best management practice is encouraged over raised landscape planters.
Use of trellises, planters and screening elements on parking structures are encouraged, as long as they do not interfere with the minimum ground floor transparency.
Where this frontage type is not permitted, surface parking may not be located along the frontage of the project. Only a driveway accessing parking located behind another building on the site is permitted.

Table 4.11: Lobby

Description	
This frontage type is intended for office or residential uses which are accessed through a primary building entry located directly on the sidewalk. In office developments, common space areas are oriented toward the street in order to ensure compatibility with a transparent frontage.	 
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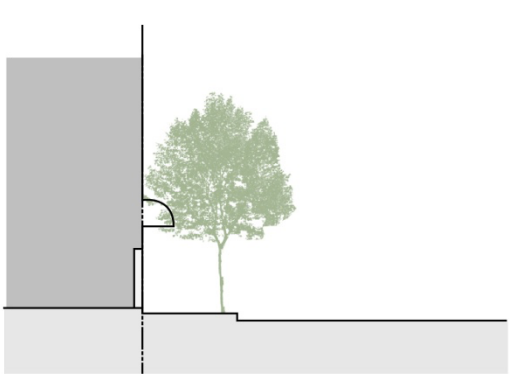
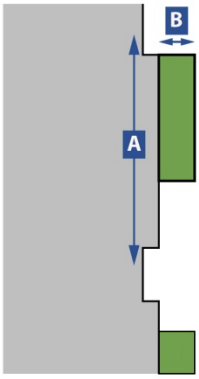
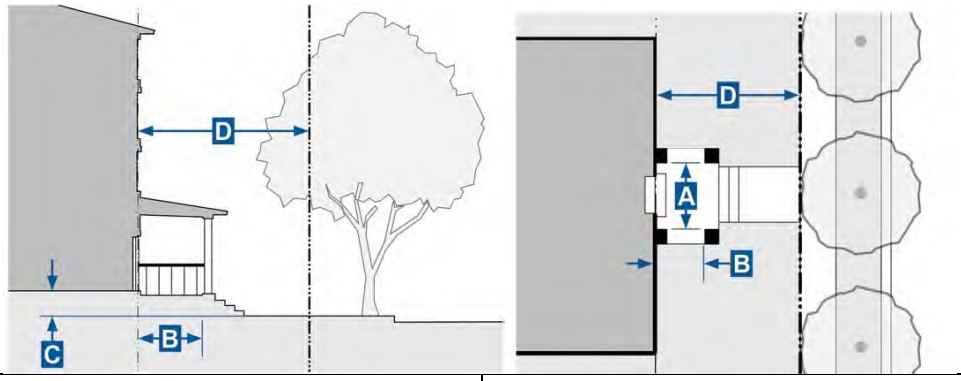
 	
Depth, Recessed Entries	4 ft min.; 8 ft max.
Distance between Functional Entries (A)	100 ft max.
Optional Planting Width (B)	0 ft min., 4 ft max. Planters only on Compton Blvd.
Transparency, Ground Floor	75% (Compton Blvd.) 55% (Other, Commercial) 40% (Other, Residential)
Miscellaneous	
Optional Planting width may be filled with movable planter boxes. On all frontages except Compton Blvd., planting width may also be filled with low landscaping.	
Where residential frontage uses are allowed, private balconies may be located on the primary frontage if setback requirements permit.	
Planter boxes and landscaping may not block any of the required transparency of the frontage, above three feet height.	

Table 4.12: Stoop/Porch	
Description	
The main façade of the building is near the right- of-way and the stoop engages the sidewalk. Larger stoops can provide important residential open space and "eyes on the street." This frontage type is elevated above the sidewalk to ensure privacy within the building. The entrance is usually an exterior stair and landing.	
Standards	
	
Width, Clear (A)	4 ft min.; 16 ft max.
Depth, Clear (B)	4 ft min.; 8 ft max.
Depth, Recessed Entries	6 ft max.
Finish Level above Sidewalk (C)	2 ft min.; 6 ft max.
Building Setback from Right-of-Way (D)	Min. and Max. presented by zone, but max may be exceeded
Stoop/Porch Setback from Right-of-Way (E)	3 ft. min, max. as required in order to meet max. zone setback, but in no case less than 10'
Miscellaneous	
Reasonable accommodation shall be provided as appropriate.	
Stairs may be perpendicular or parallel to the building façade.	
Entry doors are encouraged to be covered or recessed.	

4.4 STANDARDS FOR ACTIVE GROUND FLOOR DESIGN

A. The main entrance or entrances shall be emphasized and oriented to the street or major plazas or open space.

B. Secondary entries may be from parking areas.

C. In mixed use projects, when residential and commercial uses are combined in the same structure, separate entrances shall be provided for each use. Residential entrances may be designed as follows:



Separate entrance on sites with two or more street exposures.



Integrated with retail façade.

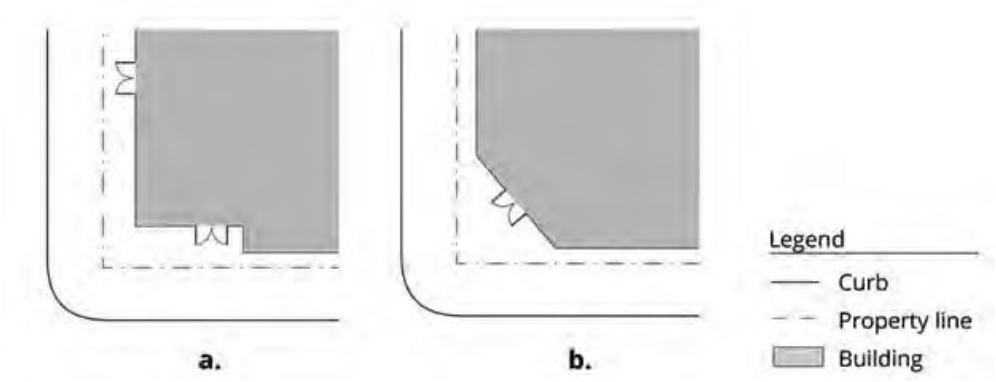


Access from alleyways and courtyards

D. When a building entrance is located at the intersection of two public streets, at least one of the following shall be provided:

I. Two primary entrances, one facing each street; or

II. A corner entrance, oriented toward both streets placed at an angle of 45 degrees.



E. The main entrance to a building that is open to the public shall be clearly identifiable by emphasizing and enhancing the architectural details, such as a change in plane (e.g., the entrance may be recessed on the street level façade), differentiation in material and color, enhanced lighting, and signage.

F. Utility, mechanical room, or service entrance doors shall not face any street frontage.

G. Any building or development with 200 linear feet or more of street frontage and containing nonresidential uses shall provide pedestrian access into the site by means of a pocket plaza or other civic space of at least 600 square feet and with a minimum dimension of 25 feet.

H. Each development shall include no more than one vehicular access point per 200 linear feet. On-site loading areas may be accessed separately, but shall include no more than one per block, and not be visible from the street.

4.5 PARKING AND TRANSPORTATION DEMAND MANAGEMENT REGULATIONS

1. Parking Unbundling

A. The cost of parking spaces shall be unbundled from the cost to rent residential or commercial space in the building. For example, residents must be given the option to rent no spaces, one space, or if there is sufficient supply, two parking spaces at differing prices.

2. Special Vehicle Parking Requirements

All developments shall provide:

A. Vehicle charging station for a minimum of one percent of the total number of vehicle parking spaces provided;

B. Designated stalls for scooters, mopeds and motorcycles at a ratio of one space for every 25 units and/or 25,000 square feet. These spaces shall have a minimum dimension of 5' x 8', and they shall count toward satisfying the minimum parking requirement; and

C. Directional signage at all parking area entrances indicating the location of vehicle charging stations, shared vehicle parking spaces, and the stalls for scooters, mopeds and motorcycles

3. Parking Lifts and Tandem Parking

A. Use of any type of parking lifts that allows for motorists to retrieve a vehicle without having to have another person move their vehicle first is permitted.

B. Tandem parking is only permitted between residential spaces belonging to the same unit. Both tandem spaces shall be 22 feet long. One temporary parking space shall be provided for each 25 tandem parking spaces.

4. Off-Site Parking

A. Parking required to serve a nonresidential use may be on the same or a different site under the same or different ownership as the use served, provided the parking shall be within the following distances of the use served measured from the nearest corner of the parking facility to the entrance of the use served via the shortest pedestrian route:

I. Non-residential: 300 feet

B. Required nonresidential parking may be located off-site from the use which it serves, subject to the approval of the Community Development Director of a lease agreement and recorded covenant and recorded covenant providing that the off-site parking shall be available when the use commences and continuing so long as the use is in effect.

C. A Building Permit for the use shall not be issued until the covenant has been recorded with the County Recorder and a copy filed with the Community Development Department. The covenant cannot be terminated, amended or removed without the written approval of the Community Development Department.

5. Parking Structure Design

A. Ground floor parking structure façades facing public streets shall be limited to entrance and exit locations and comply with the standards of the Parking Frontage (Table 4.10).

B. Standalone Structures. Standalone parking structures shall meet the following standards which are intended to facilitate potential adaptive reuse of the structure for other purposes if the parking need decreases in the future.

I. Ground floor height shall be a minimum of 15 feet measured from floor to ceiling.

II. Upper floor heights shall be a minimum of 12 feet measured from floor to ceiling or height determined by mechanically stacked parking.

III. Light wells shall be provided between parking bays and shall have a minimum width of 25 feet.

IV. All floors of the parking structure shall be designed as flat, level surfaces.

V. The structural calculations for the floors within the parking structure shall be designed to take into account the need for additional load-carrying capacity for future habitable uses.

VI. Levels of parking above the ground floor shall be architecturally enhanced to minimize the visual impact of above ground parking structures from street views along collector and arterial streets.

C. Alternative Compliance. Alternative compliance to (B) may be achieved through the construction of a below grade parking structure or a lower-floor podium of a multistory building.

6. Bicycle Parking

A. Bicycle parking rates shall comply with Table 4.13 (TOD Minimum Bicycle Parking Requirements).

Table 4.13: TOD Minimum Bicycle Parking Requirements

Use	Number of Spaces
Multi-Family[1]	0.5 space per unit
Restaurants, Bars and Clubs	1 per every 300 sf
Retail sales and services uses; offices [1]; and entertainment uses, excluding theaters	1 per every 1,000 sf; 3 min.
Theaters	1 space per 250 sf
End Note: [1] Multi-family developments and office developments are required to have both short-term guest parking racks and long-term resident/employer parking enclosures.	

B. Bicycle Parking Design. Bicycle parking spaces shall comply with the standards in this Subsection.

I. Bicycle parking shall consist of either a rack or lockable enclosure with individually secured spaces;

II. Lockers and racks shall be securely anchored to a structure or the pavement;

III. Racks shall be designed and installed to support the bicycle upright by its frame in 2 places in a manner that will not cause damage to the wheels and to allow the frame and one or both wheels to be secure;

IV. When located within a parking area, curbs, fences, landscaped areas, or similar barriers shall be installed and maintained for the mutual protection of bicycles, vehicles, and pedestrians, unless the Community Development Director or designee determines it to be unnecessary; and

V. Customer and guest bicycle parking shall be placed in a convenient, highly-visible, active, and well-lit location not more than 100 feet walking distance on the ground floor from the main entrance but may not interfere with pedestrian movements.

VI. Resident and employee bicycle parking shall be placed in a sheltered and secured area with individually secured spaces.

7. Transportation Demand Management.

This section overrides the code text in CMC 12-7-2:

A. Any development of over 25,000 total square feet shall provide, in the lobby or other location visible to the greatest number of project employees or residents up to date and printed information about public transportation, carsharing and bicycling options in the area, such as maps, advertisements for useful digital applications, etc. Printed information regarding on-site facilities such as bicycle parking and showers, if applicable, shall also be provided.

B. Any development of over 50,000 total square feet shall comply with the requirements of (A) and upgrade bus stops adjacent to the property or within 100 feet of any property line to be compliant with Metro's Transfers Design Guide or other standards of the stop's transit operator. Bus stops shall at a minimum include a shade structure and bench. The Director of Public Works shall have the ability to waive this requirement if it is infeasible.

C. Any development of over 100,000 total square feet shall comply with the requirements of (A) and (B) and maintain carshare vehicles on-site. At least one carshare vehicle must be made available for each 100 residential units or 100 anticipated project employees. Shared company vehicles may substitute for carshare vehicles in proportion to the number of employees that they are available to.

8. Shared Parking and Parking Reductions.

When the Director of Community Development determines that the peak parking demand for a project may be met by a number of parking spaces less than required by CMC 30-21, he or she may grant a reduction of the total number of parking spaces by up to 50 percent, provided that one or both of the following conditions are met:

A. Two (2) or more uses share a parking facility and satisfy the requirements below:

I. The applicant shall provide a parking study from a traffic professional engineer (TE) based on a survey of at least three similar projects.

II. Each applicant that desires to participate in a shared parking program shall show evidence that there is no substantial conflict or overlap in the principal operating hours of the buildings or uses for which the shared parking facilities are proposed.

III. Parking facilities may be located on a different lot from the lot on which the use to be served is located provided the distance from the lot on which the use is located and the lot used for the required parking is not greater than three hundred (300) feet. Said distance shall be measured along public walkways from the nearest lot line of the lot on which the uses are located to the nearest lot line of the lot on which the required parking is located. Property owners involved in the joint use of offstreet parking facilities shall submit an agreement and covenant for such joint use by a proper legal covenant approved by the Director as to form and content. Such covenant shall be submitted with the entitlement application. Such instrument, when approved as conforming to the provisions of this Section, shall be recorded in the office of the County Recorder within thirty (30) days of City approval, and copies of said recorded documents filed with the Community Development Department.

B. Applicants provide Additional Transportation Demand and Trip Reduction Measures in excess of those required in (8) above, contingent upon the following requirements:

I. The applicant shall produce a parking study from a traffic professional engineer (TE) demonstrating that the Additional Transportation Demand and Trip Reduction Measures will be effective in reducing on-site parking demand.

II. Examples of additional Transportation Demand and Trip Reduction Measures include but are not limited to providing free transit passes and free carshare memberships to project employees or residents; establishing a “Guaranteed Ride Home” program and promoting work from home.

4.6 PUBLIC ART REQUIREMENTS

A. Purpose. Public artwork can add to the community by demonstrating community identity and pride, enlivening the area and providing a sense of aesthetic pleasure. As a result, public art should be included in each project.

I. Whenever the valuation of a new structure or project equals or exceeds one million dollars ($1,000,000), the developer of such project shall provide public art onsite valued at 0.5% of the project’s total valuation, or

C. For the purposes of this Section, project valuation shall be the valuation of the building or structure as determined by the Building Division for the issuance of the building permit(s).

D. For the purposes of this draft TOD Specific Plan, public artwork consists of works created by artists including but not limited to - sculptures or art installations, performance art, active artist designed landscaping, painting, murals, mosaic or relief artwork applied to publicly accessible exterior spaces, public open space, publicly maintained walkways and transit corridors, facilities or structures that are sited on or near the construction project.

E. All designs for public art shall be submitted with the project plans to be approved with the building permit. The designs shall be approved in keeping with the procedures for the City Arts Commission, if one exists, or otherwise shall be evaluated by the Architectural Review Board.

5. DESIGN GUIDELINES

5.1 INTRODUCTION AND USE OF DESIGN GUIDELINES

The intent of the following guidelines is to ensure consistent development outcomes within the Specific Plan area that reflect the vision for Downtown Compton described in Chapter 2.

The chapter will be used as a guide for Design Review by the appropriate review bodies (Tier 1 – Community Development Director; Tier 2 – Planning Commission), described in Section 4.1.7, as well as for general project reviews by the Community Development Department. The appropriate review body should assess overall compliance with the guidelines as a part of project review; the assessment may impact project approval.

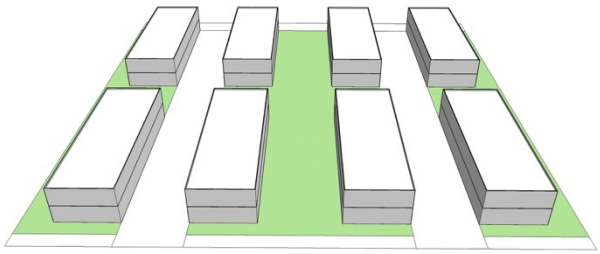
Guidelines below are organized by functional topics and apply to all multi-family residential, commercial and mixed-use construction.

5.2 BUILDING SITING AND ORIENTATION

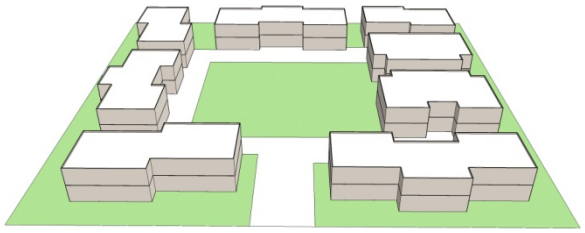
Buildings should be located and designed to facilitate pedestrian activity by being oriented to the street and sidewalks.

Entry and edge design features such as landscaping, architectural signage and monumentation, and/or enhanced paving should be incorporated.

Buildings should be sited to avoid random and irregular building relationships, and arranged to create a sense of unity and overall harmony. To the maximum extent possible, new structures should be clustered to create plazas and open space areas and avoid creating of “barrack-like” rows of structures. Where clustering is impractical, a visual link between separate structures should be established. This link can be accomplished through the use of an arcade system, trellis or other open structure.



Discouraged: “Barrack-like” layout



Encouraged: Oriented to create usable open space

Existing residential uses shall be buffered from incompatible commercial development to mitigate negative impacts due to noise, vibration, shading, light and glare, and aesthetics. Intensified landscaping, increased yard depths and/or appropriate building orientation should be utilized as a means of providing adequate separation between such land uses.

5.3 BUILDING MODULATION AND ARTICULATION

Building design should avoid large monotonous facades, long straight-line building fronts, plain box shapes, and barren exterior treatment. All building elevations visible from a public way should be highly articulated.

Building design should emphasize individual units within a building, larger units and/or anchor stores within retail projects, and foyers, lobbies, and reception areas within non-retail commercial projects. Ways to articulate buildings include giving individual identity to each vertical module by using the following design elements:

- Vary building heights within a project;
- Provide a deep notch between the modules;
- Vary architectural elements between units (e.g., window color, roof shape, window shape, stoop detail, railing type);
- Provide porches and balconies; and
- Vary color or materials of each individual module within a harmonious palette of colors and materials.

Building form and articulation should be used to accentuate public entrances, de-emphasize service areas, and define and shelter pedestrian walkways and exterior spaces.

Buildings with angled corners, plazas, or other architectural feature are encouraged at corner locations to help anchor the intersection. Building corners may be emphasized by use of elements such as towers, domes or entries. Vertical architectural elements such as towers should be used as focal points. Towers may exceed the vertical height limit to the zone by 15 feet, as long as they are no longer than 30 feet on a side and do not contain floor space.

The height of taller buildings should transition down toward lower buildings that are adjacent or across the street.



Horizontal articulation



Vertical articulation



Corner towers



Height transitions between historic buildings (center) and new development (left and right)

5.4 ARCHITECTURAL THEME, MATERIALS, FINISHES, AND COLOR

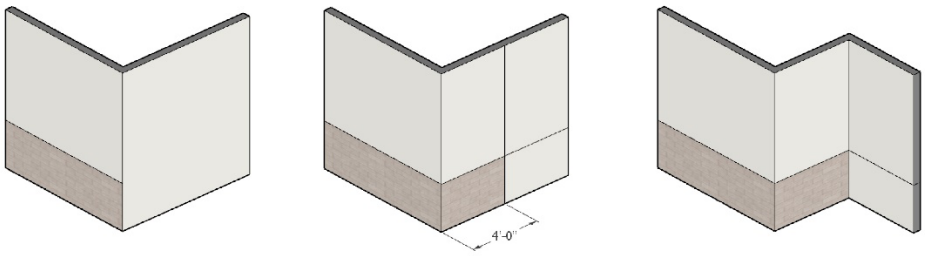
There is no required architectural theme for new development within the Specific Plan area. However, it is envisioned that larger developments will use contemporary styles. Original art murals may be used on primary or secondary facades, subject to the standards described in Chapter 7.

The architectural style and use of materials should be consistent throughout the entire development. Differences in materials and details may occur where the intent is to differentiate between the residential and commercial scale and character of the structure(s). High-quality, innovative and imaginative architecture is encouraged.

For remodels or additions, the theme should be true to the original intent and style of the building.

High-quality materials and finishes appropriate to the architectural style, scale, character and design theme of the building should be used. Materials, finishes and colors should unify a structure's appearance and be selected to work harmoniously with each other. Exterior design and building materials should reflect permanence and quality. Graffiti-resistant materials and paints are strongly encouraged.

Buildings should be treated as a whole and finished appropriately on all sides (360 degrees) to appear integral to the building and avoid appearing "tacked on".



Prohibited
Change of material at corner

Required - Option 1
Continue material around corner for a minimum of 4 feet

Required - Option 2
Continue material around corner to a change in wall plane

Material changes shall not occur at building corners. The same material shall continue around corners for a minimum distance of four feet. Ideally, the same material should continue to the next change in the wall plane.

5.5 ON-SITE CIRCULATION AND PARKING

Pedestrian walkways to connect buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas and amenities shall be provided.

All pedestrian walkways and publicly accessible areas shall be well-lit. Lighting should be low mounted and downward casting in a manner that reduces light trespass onto adjacent properties.

Where pedestrian paths or walkways cross parking areas or driveways, decorative and high-visibility paving and/or speed tables should be used to define the pedestrian space and delineate crossings.

When above-grade parking structures are used,

A. They should in general be hidden behind buildings. In the case that structures are located on any street frontage, they are subject to the frontage standards in Section 4.3.7.

B. When structures are standalone (not located within the podium of a building), they are subject to the design standards in Section 4.5.6.

C. The massing and architectural design of the parking structure should be consistent and compatible with the rest of the development within which the parking structure is to be located. Heights shall be shorter than adjacent buildings on-site.

D. Parking buildings should have openings for natural lighting and ventilation and simultaneously encourage a unified aesthetic on the exterior façade. Enclosure building strategies include but are not limited to complete or half-height trailing, spandrels, curtain wall, window wall, living green walls and louvers. Infill walls should have openings compatible in aesthetics with the adjacent buildings.

E. Vehicular access to parking structures should be designed so as not to obstruct free flow of traffic on adjoining public streets. Vehicular entrances and exits shall be no wider than 25 feet and be located so as to minimize turning movement conflicts as vehicles enter and exit the structure.

F. Pedestrian access points to the parking structure should be located to avoid pedestrian/vehicle conflicts.



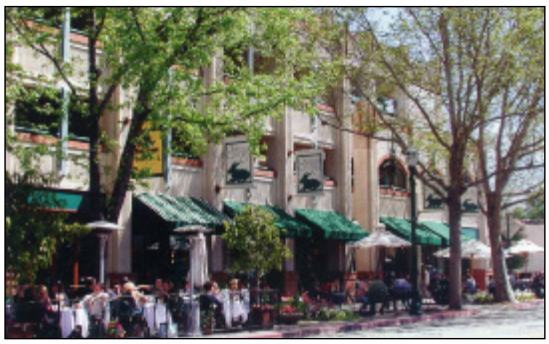
Walkway lighting



Speed table across local street connecting plazas and walkways



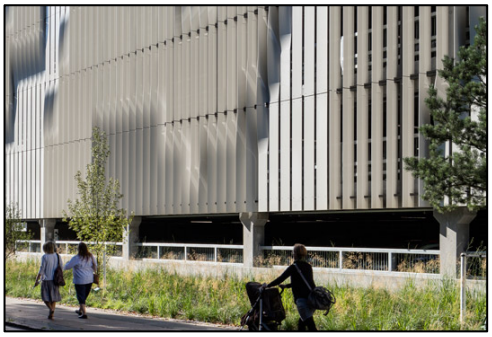
Parking structures with individual windows and complementary materials



Parking structure with a shopfront frontage type and outdoor dining



Living green walls with outdoor seating

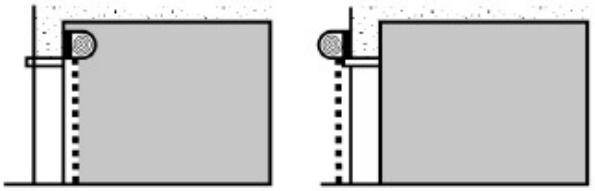


Parking structures with Louvers façade and landscape strip.

5.6 FAÇADE ENHANCEMENTS AND ACTIVITIES

Awnings or canopies over public walkways for storefronts and businesses are encouraged. The size, scale and color of the awnings should be designed to be compatible with the rest of the building; awnings should not be the predominant element of the façade, but should accent the top edge of ground floor windows and door frames. Awnings should not cover the storefront piers or pilasters and should be divided into sections to reflect the major vertical divisions of the façade.

The use of solid roll down security grates is prohibited in any location directly visible to the public, including for primary building entries. Alternatives to solid roll down grates include interior roll down grates, architectural features such as the use of wing walls or landscaping, or other security devices that can be completely concealed during regular business hours.



Patio Dining on private property is encouraged. Patios may face the sidewalk, or face interior courtyards and open spaces.

Sidewalk Dining on public right-of-way is permitted immediately in front of full service or take-out restaurants on streets with a 10' minimum sidewalk. The following additional standards apply:

A. Display of an outdoor dining menu is permitted on a single-sided framed menu attached to a moveable barrier within the sidewalk or patio dining area. The size of the frame shall not exceed three square feet. Freestanding pedestal menus or A-frame displays are also permitted so long as they do not block pedestrian movement, are moved indoors when the restaurant is closed, and are no greater than 6 square feet per side and no taller than 3' high.


Facing sidewalk

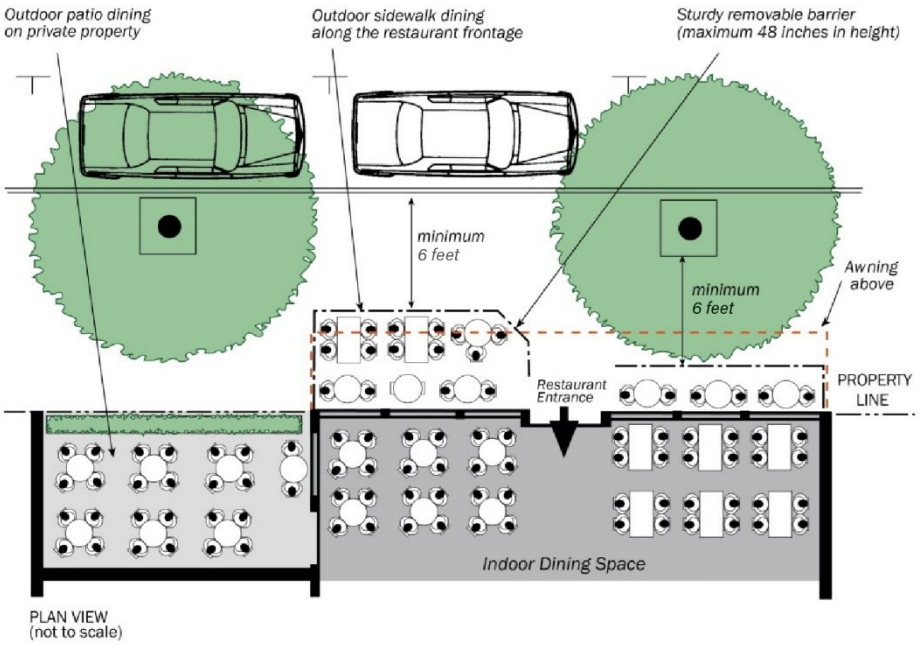

Facing interior open space



Within Sidewalk Amenity Zone

B. Approval of Encroachment Permit is required from the Public Works Department.

C. Along Compton Boulevard, the outdoor dining area is restricted to the "spill-out zone" as defined in Section 6.3. Along side streets, the outdoor dining area must maintain at least six feet of unobstructed sidewalk.



Off of Compton Blvd, outdoor dining must leave an open travel path of at least six feet.

5.7 RESIDENTIAL OPEN SPACE

Common open space areas shall be convenient to the residential portion of a mixed-use development, separate and secure from the non-residential component, and clearly marked for resident use only.

Common open space areas shall contain amenities appropriate to the project's size; i.e. pools, and recreation buildings or rooms are encouraged for larger projects. Children's play areas shall be sited to be visible from residential units and not visible from the public right-of-way.

Accessible rooftop open space may be used as common useable open space by the residents. It may also be used for private useable open space, when the space is directly accessible from the unit(s).



Appropriately scaled and usable open space



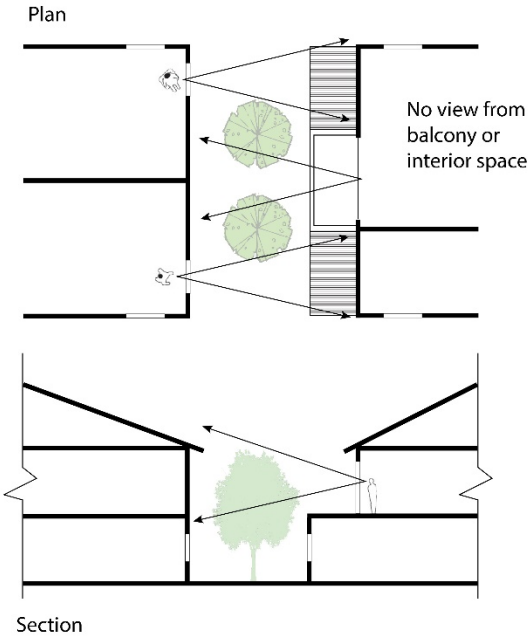
Child play spaces protected from streets and non-residential uses

5.8 RESIDENTIAL PRIVACY

Given the presence of noisy roads and rail lines in the planning area, residential units shall be constructed and designed to reduce noise. Proper design may include, but shall not be limited to, building orientation, double windows, wall and ceiling insulation, and orientation of vents. Common walls between residential and non-residential uses shall be constructed to minimize the transmission of noise and vibration.

Residential uses shall be buffered from adjacent industrial uses and off-site parking by a wall and vegetation.

Buildings shall be oriented to promote privacy to the greatest extent possible. Windows of non-residential buildings in a mixed-use development should be oriented to avoid a direct line of site into adjacent residential buildings or property. In mixed-use developments, residential windows should face away from loading areas and docks. To the extent residential windows face the windows of an adjacent unit; the windows should be offset to maximize privacy. Windows, balconies or similar openings should be oriented so as not to have a direct line-of-sight into adjacent units within the development, even if they are one story below or above, or they should be screened through trees. In addition, units above the first story should be designed so that they do not look directly onto private patios or backyards of adjoining residential property or units.



Where a mixed-use project abuts a residentially zoned property, a minimum of three feet of the required setbacks adjacent to the residential use shall be devoted entirely to landscaping, with evergreen trees or an evergreen trellis structure at least six feet in height (exclusive of any planter area curb).

5.9 GREEN AND ACTIVE ROOFS

The use of green and active roofs on structures is highly encouraged.

The sustainable values of green roofs include stormwater collection, building insulation and urban heat island reduction. Extensive green roofs can be used as planting areas, while intensive roofs can be used by owners and as domestic gardens, small-scale food production, and for general recreation. Stormwater drainage from roofs and the surrounding sites can be captured and harvested for re-use in landscaped areas through low-flow drainage systems.

Photovoltaic panels can be installed on green roofs to generate renewable energy while providing shade for rooftop recreation. They can also be used on top of parking garages to generate energy and shade vehicles.

Active roofs provide common open space for residential, office and commercial uses. Examples of active roofs include recreational, lounging and social spaces for multifamily residential uses; residential rooftop pools and rooftop bars. The edges of roof decks that are adjacent to lower off-site residential uses should be located 6 feet back from the edge of the building in order to preserve privacy.

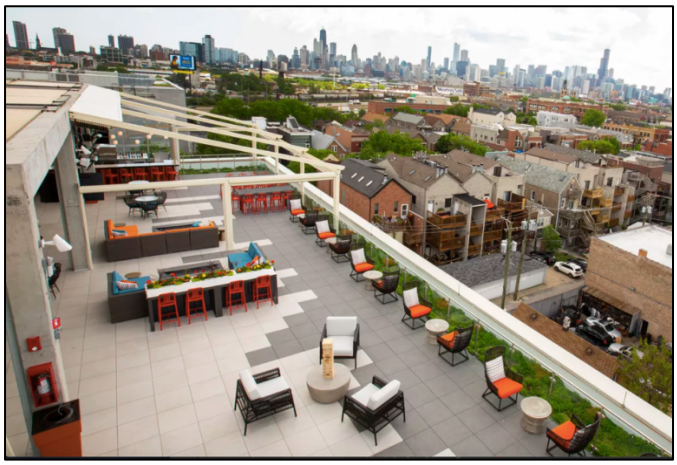
Roof patios used for bars or restaurants should have separate access systems than other building uses. Mechanical equipment, walls or other screening should be provided to inhibit noise from affecting on- or off-site residential uses.



Vegetated green roofs



Solar parking garage roofs



Rooftop bar with planters separating habitable space from the edge

5.10 WALLS AND FENCES

Exterior solid masonry walls shall be faced to complement the surrounding architecture.

Masonry walls of a uniform material shall vary in pattern, texture, and color, and employ elements such as columns, pilasters, capstones, banding, projections or cornices to interrupt the monotony of continuous lengths of wall.

Fences shall be constructed of composite vinyl or wrought iron and include stone or brick piers. Fence colors design shall blend into the landscape.

Fencing and walls should be kept as low as possible while performing their screening and security functions. The maximum height of fencing or walls is 4 feet, except for interior property lines, where it is 6 feet.

5.11 EXTERIOR LIGHTING

Every project should have adequate lighting to provide for security and visibility, particularly along walkways and driveways, entrances to parking areas, and open space areas. The design of light fixtures and their structural support shall be architecturally compatible with the main buildings on-site.

Site, parking lot and building security lighting should not impact surrounding or neighboring properties. The type and location of such lighting shall preclude direct glare onto adjoining property, streets, or skyward. All lighting fixtures must be shielded to confine light spread on-site.

In mixed use projects, all site, parking lot and building security lighting should be appropriately shielded so as not to spill over into or otherwise adversely impact the residential portion of a mixed use development. Lighting on walking and driving surfaces shall be one foot candle minimum.

5.12 OUTDOOR SERVICE, STORAGE AND LOADING AREAS

Outdoor storage and service areas (including, but not limited to, service entrances, loading docks and bays, outdoor storage of commercial vehicles and refuse and recyclable collection facilities) shall be clearly defined and designated for convenient access. They shall not conflict with vehicular access, on-site parking facilities, pedestrian walkways, or customer entrances. Trash or recyclable areas shall not be visible to the public.

All outdoor storage and service areas for commercial uses shall be located so as to be convenient to the commercial users and where associated odors and noise will not adversely impact the residential units in a mixed use project, or adjacent residential uses.

Outdoor storage and service areas shall not be visible from public right-of-ways and shall be fully concealed or screened from on-site and off-site public view with a combination of building features, decorative walls and landscaping consistent with the architectural style of the building.



Mechanical equipment screening



Downward-directed lighting

6. STREET SYSTEM AND MOBILITY

6.1 EXISTING STREET SYSTEM

The KBK Development is located on along the north side of East Compton Blvd. from N. Spring Ave. to N. Santa Fe Ave. Compton Boulevard is a four-lane roadway (100' ROW, 85' curb to curb) running east-west that includes Class II bike lanes and on-street parking, and has a posted speed limit of 30 miles per hour. N. Spring Ave. and N. Willow Ave. are substandard, narrow local roads (40' ROW, 24' curb to curb) with one-side street parking and one-lane in each direction. Along the project's eastern edge is N. Santa Fe Ave. (100' ROW, 78' curb to curb) which is a four-lane, north-south roadway that accommodates street parking and a southbound Class II bike lane. It has a posted speed limit of 40 miles per hour.

6.2 PUBLIC TRANSIT

The project is located in a transit-oriented location where substitution of some automobile trips with transit trips is feasible. The center of the project site is located 0.45 miles away (a walking distance of approximately nine minutes) from Compton Station. The station provides Metro A Line (Blue) service to downtown Los Angeles and downtown Long Beach, each approximately 30 minutes distant. Travel times to Hollywood are approximately 45 minutes via the Metro B Line (Red). In 2018, Compton Station had a weekday average 3,308 daily boardings, sixth on the Blue Line after 7th Street/Metro Center, Willowbrook/Rosa Parks, Pico, Grand/LATTC and Florence.

Compton Station is also the site of the Martin Luther King Jr. Transit Center, which is a local hub for bus transit services, providing connections in all directions.

The intersection of Compton Blvd. and Santa Fe Ave. is served by Metro Bus Lines 60, 125, 127 and 128 as well as Compton Renaissance Transit Lines 4 and 5. All of these lines connect Compton Station with areas further east and/or south. The current bus stop in front of the project site is located on Compton Boulevard just west of Santa Fe Avenue. In keeping with Section 4.5.8, seating and a shade structure will be added by the developer.

6.3 COMPTON BOULEVARD

Figure 6.1 shows the circulation framework for the 501/601 E Compton Blvd site.

In order to implement the community vision for Downtown Compton (Section 2.2) and adequately complement the urban and pedestrian-friendly nature of the project, Compton Boulevard will need to transform from an auto-oriented pass-through corridor to a street that becomes a true destination for the City of Compton and transit users from around the region.





Narrowing of Compton Boulevard between Alameda Street and Santa Fe Avenue is needed in order to create a wider and more pleasant sidewalk in front of new and old buildings.



Level 1 Floor Plan & Site Plan
SCALE: 1" = 20'

0' 20' 40'

Figure 6.1 shows the existing and proposed cross-sections for the segment of the street between Alameda Street East and Santa Fe Avenue. The sidewalk width will grow from 8.5 feet to 16.5 feet, and the Class II bike lane will be replaced with a Class IV separated bikeway. The bikeway will be separated from traffic on both sides by parking and a small buffer space.

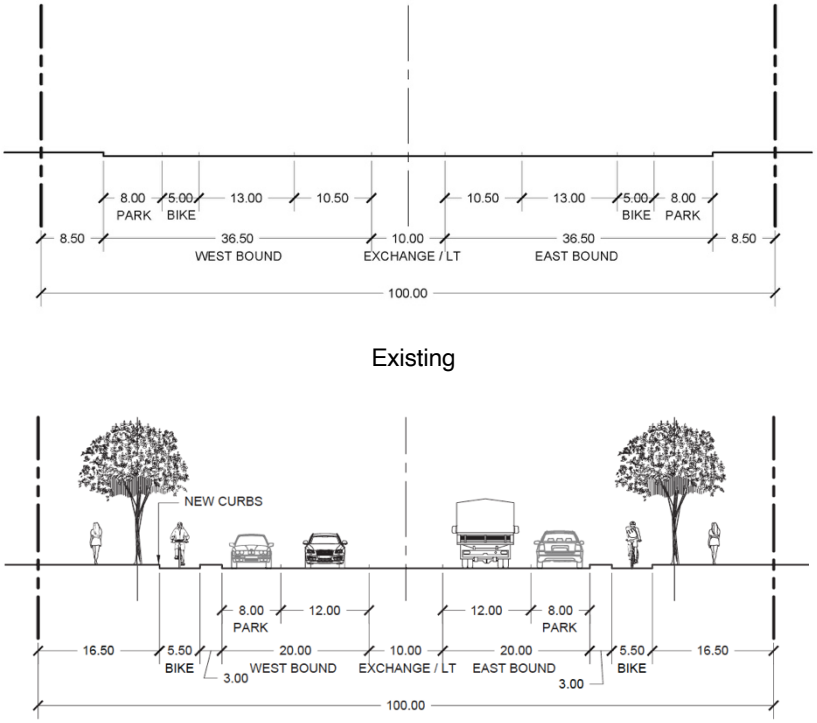


Figure 6-2. Existing and Proposed Cross-Sections – Compton Blvd – Alameda St to Santa Fe Ave.

The sidewalk area will be divided into four zones which are described below and illustrated in Figure 6-3.

1. Sidewalk Amenity Zone (Area A)

The sidewalk amenity zone shall be a minimum of 6.5 feet wide adjacent to the curb and shall contain the following elements:

A. Street trees

B. Benches

C. Pedestrian-focused lighting (optional)

D. Bike racks (optional)

E. Bus stops and related amenities (shelters, signage, lighting)

F. Wayfinding signage

If the alternate proposed cross-section is chosen by the City of Compton, the sidewalk amenity zone shall be a minimum of 5.5 feet wide.

2. Sidewalk Pedestrian Zone (Area B)

The sidewalk pedestrian zone is located between the sidewalk amenity zone and the property line. It shall be a minimum 6 foot wide space which shall remain clear of all obstructions to pedestrians.

3. Spill-Out Zone (Area C)

The spill-out zone is located on the public right-of-way and abuts the property line. It may contain temporary elements that serve the adjacent development, including:

A. Sidewalk dining with temporary furniture that is removed on a daily basis

B. A-Frame and menu signage

C. Temporary planters

4. Ground Floor Front Setback

Any ground floor front setback areas may be used for patio dining in conjunction with the Shopfront frontage type. Patio dining may include permanent furniture and fences separating the space that is out of the public right-of-way.

Planters may be placed in the ground floor front setback in accordance with the Lobby frontage type.

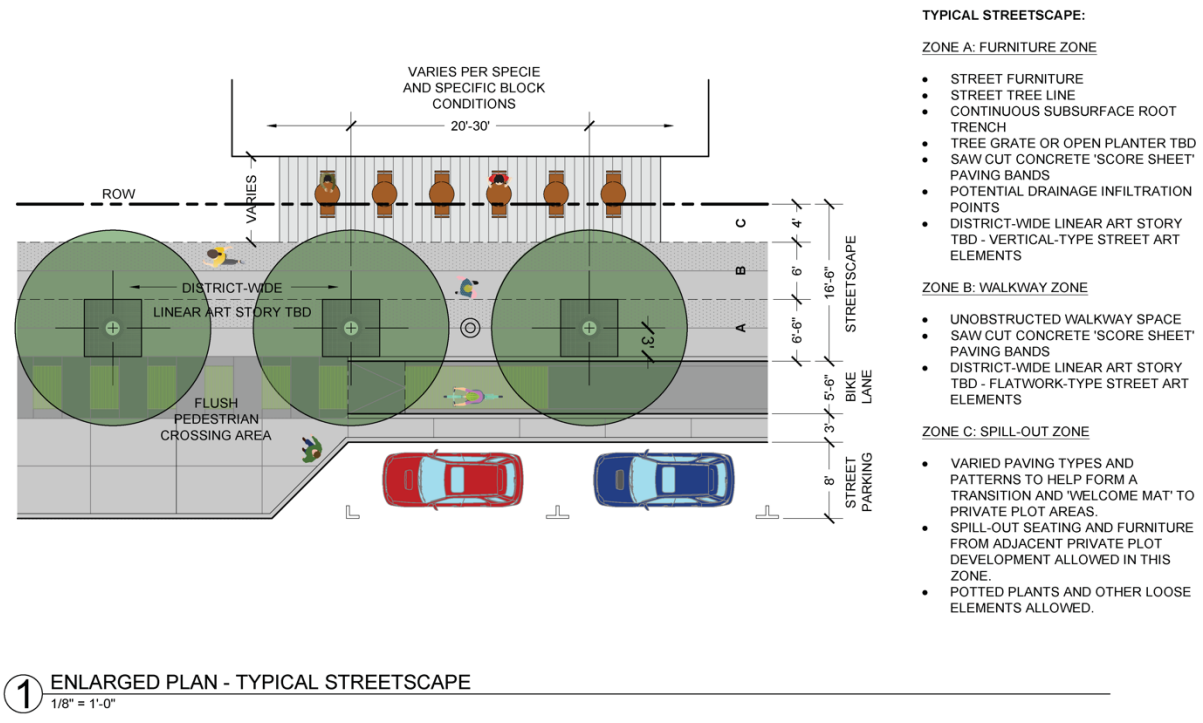


Figure 6-3. Typical Streetscape Plan and Streetscape Zones.

6.4 WILLOW PLAZA

Willow Plaza will be a publicly-accessible hardscape plaza created by closing N. Willow Ave. to vehicles through the middle of the project. A vehicular turnaround allowing for clear and easy maneuvering of vehicles on N. Willow Ave. shall be added at the north end of the project.

Public pedestrian and bicycle access from the stub end of N. Willow Ave. to Compton Blvd. shall be assured at all times of the day and night. Emergency access shall also be assured in the plaza through the use of retractable bollards.



Retractable bollards allow for emergency access from public streets to otherwise pedestrian plazas.

The plaza will include at-grade spaces that are below the new building. This section shall include lighting, public art and potential building entrances in order to activate the space and deter criminal activity.

Maintenance and security at Willow Plaza shall be undertaken by the property owner.

6.5 VEHICULAR ACCESS

Vehicular access to parking garages shall be from N. Spring Ave. and N. Santa Fe Ave. Due to the existence of a median on Santa Fe Avenue, vehicles entering the parking garage on Santa Fe Avenue shall enter via right turn only from southbound Santa Fe Avenue, and vehicles exiting the parking garage shall exit via right turn only onto southbound Santa Fe Avenue. No curb cuts shall be permitted on Compton Blvd.

7. SIGNAGE

7.1 APPLICABILITY

A. All signs within the Specific Plan area shall be designed, constructed and installed in compliance with the standards established in Section 30-22 (Sign Regulations) of the City Zoning Code.

B. Additional standards for signs permitted within the Specific Plan area are included in Subsection G.2 (Additional Specific Sign Standards) below. In the case of a conflict between the sign standards established in this Chapter and the standards in Section 30-22 (Sign Regulations) or any other sign standards included in the City Zoning Code, the standards in this Chapter supersede.

7.2 SIGN ILLUMINATION STANDARDS

A. Direct Illumination. Direct illumination is limited to marquee signs; see Subsection 2.a (Marquee Signs).

I. Direct illumination is limited to letters, numbers, symbols and accents on the marquee sign.

II. Exposed lamps on marquee may only be animated to create an effect of patterned illusionary movement provided the alternate or sequential activation of illuminated elements occurs on a cycle that exceeds two seconds.

III. Hours Permitted. All direct illumination on a marquee sign must be turned off daily at the close of business or 10 p.m., whichever occurs last.

B. Neon Signs

I. Exposed neon sign lighting is permitted only for entertainment or restaurant uses.

II. Exposed neon sign lighting is subject to the sign area limitations for all building mounted signs established in Section 30-22 (Sign Regulations) of the City Zoning Code.

III. Hours Permitted. Exposed neon sign lighting must be turned off daily at the close of business or 10 p.m., whichever occurs last.

C. Electronic Message Signs

I. Number of Signs. One electronic LED message sign is allowed per business and will be treated as the primary sign.

II. Changeable LED Copy.

a. Applicable Uses. Changeable LED copy signs are permitted for restaurants and entertainment uses. Other uses may use changeable LED copy signs with a Minor Use Permit.

b. Display. Electronic message signs must not flash, blink, flutter, include intermittent or chasing lights, or display video messages (i.e., any illumination or message that is in motion or appears to be in motion). Electronic message signs may display changing messages provided that each message is displayed for no less than 8 seconds.

III. Night-time Brightness.

a. Automatic Controls. Electronic message signs must be equipped with photocell technology to control and vary the intensity of light output depending on the amount of ambient light that is present to prevent overly bright luminance at night. Automatic controls must limit night luminance to a maximum of 100 nits when the display is set to show maximum brightness in 100 percent full white mode.

b. Manufacturer Certification. The applicant shall provide a written certification from the sign manufacturer that the nighttime luminance has been factory pre-set not to exceed 100 nits as described in paragraph 8.1.2.C.1. above, and that this setting is protected from end-user modification by password-protected software or other method as deemed appropriate by the Community Development Director.

c. Hours Permitted. Electronic message signs must be turned off daily at the close of business or 10 pm., whichever occurs first.

7.3 SIGN PROGRAM

A. Purpose. The purpose of the sign program shall be to integrate signs with building and landscaping design to form a unified architectural theme which conforms to the goals of this Specific Plan and the city's General Plan.

B. Review Authority. The Architectural Review Board shall conduct reviews of sign programs.

C. Design Guidelines. The purpose shall be achieved by using the same background colors and limiting the number of sign colors per site; using the same type of cabinet supports, mounting methods, component construction materials and illumination; and using uniform sign placement and proportionate letter and logo heights for large and small tenants.

D. Applicability. A sign program shall be required for the following projects:

I. New or substantially rehabilitated commercial, mixed-use, office and industrial projects with two or more tenant spaces.

II. Changeable copy signs.

E. Flexibility. After consultation with the Architectural Review Board, the Community Development Director may modify any sign standard(s) by up to 15% provided that the Director find that the modification in standards will not be detrimental to the design of the project or the experience of pedestrians along the sidewalk abutting the project.

7.4 DEFINITIONS

A. A-FRAME SIGN - Shall mean a freestanding, moveable sign usually supported by two upright sign faces (also known as a "sandwich board").

B. ABANDONED SIGN - Shall mean a sign whose use has ceased or been discontinued for a period of 90 consecutive days or which identifies a business or activity that has not occupied the premises for a period of 90 consecutive days.

C. ACCESSORY SIGN - Shall mean a sign whose copy refers to the products, facilities or services available on the premises.

D. ADDRESS - Shall mean the placement of a street number which identifies the street mailing address of a business or residence. It may also include the street name for additional clarity.

E. ADVERTISING DISPLAY - Shall refer to advertising structures and to signs placed for off-site outdoor advertising purposes on advertising structures.

F. ADVERTISING STATUARY - Shall mean a three-dimensional imitation or representation of a person or thing which is designed to promote or represent a commercial enterprise.

G. ADVERTISING STRUCTURE - Shall mean a structure of any kind or character erected, used, or maintained for off-site outdoor advertising purposes, upon which any poster, bill, printing, painting, or other advertisement of any kind whatsoever may be placed.

H. ANIMATED OR MOVING SIGN - Shall mean a sign which uses movement, lighting or special materials to depict action, movement or rotation.

I. APPROVING AUTHORITY - Shall mean the administrative, appointed or legislative agent or body with primary responsibility for approval of a sign permit.

J. ARCHITECTURAL REVIEW BOARD - Shall mean an interdepartmental board established by the City to review and evaluate new projects to ensure that they meet the highest standards for design and construction.

K. AUDIO - Shall mean the inclusion in a sign of any sound emitting mechanism or production of sound from a sign.

L. AWNING OR CANOPY SIGN - Shall mean a sign that is mounted or painted on or attached to the vertical surface or flap of an awning or canopy.

M. BANNER SIGN - Shall mean a nonpermanent sign composed of fabric, plastic, paper or other lightweight material which contains advertising copy and is attached to a building, pole, frame or vehicle.

N. BENCH/TRANSIT ENCLOSURE SIGN - Shall mean a sign displayed on a transit bench or on any surface of a transit enclosure.

O. BILLBOARD SIGN - Shall mean a sign, excluding a supergraphic sign, which advertises goods, products, services or facilities not sold, produced, manufactured or furnished on the premises on which the sign is located (also known as outdoor advertising, off-premises sign or off-site sign).

P. BUILDING FACE OR FRONTAGE - Shall mean that portion of a main building most nearly parallel to a street or parking area.

Q. BUSINESS IDENTIFICATION SIGN - Shall mean sign copy, including logo, used to identify the name and address of a premises, business, building or portion of building upon which it is located, and which includes no other information.

R. BUSINESS INFORMATION SIGN - Shall mean a sign in which a business or occupant's name, address, phone number or hours of operation are provided, but which contains no advertising copy.

S. CAN SIGN - Shall mean a sign contained within a structural casing or canister, often composed of sheet metal or aluminum, covered by glass, plastic or similar material upon which the sign copy is affixed, and which may be internally illuminated (also known as a "canister sign").

T. CANOPY SIGN - See "awning sign."

U. CENTER IDENTIFICATION SIGN - Shall mean a sign containing the name and/or primary occupants of a multi-tenant center (also known as a "multi-tenant sign").

V. CHANGEABLE COPY SIGN - Shall mean a sign in which the copy/text may be manually changed or rearranged without altering the face or surface of the sign.

W. CHANNEL LETTER - Shall mean individual letters or figures affixed to a building, raceway or other sign structure.

X. CIVIC EVENT SIGN - Shall mean a temporary noncommercial sign, posted to advertise a civic event sponsored by a public agency, school, church, civic-fraternal organization or similar civic organization.

Y. CONDITIONAL USE PERMIT - Shall mean a permit approved by the Planning Commission at an advertised public hearing for specified types of signs which are not automatically permitted by the Code.

Z. CONSTRUCTION SIGN - Shall mean a temporary sign erected on a parcel where construction is taking place, limited to the duration of the construction, indicating the names of the architects, engineers, contractors, owners, financial supporters, sponsors and similar individuals or firms having a major role or interest in the project.

AA. COPY AREA - Shall mean the actual area of sign copy applied to any background including any lettered, written, pictorial or other visual sign unit displayed for the purpose of conveying a message.

BB. DIRECTIONAL SIGN - Shall mean an on-premises sign limited to directional messages principally to facilitate safe movement of pedestrian or vehicular traffic, such as "one-way," "entrance" or "exit."

CC. DIRECTORY SIGN - Shall mean a sign listing the tenants or occupants of a building or group of buildings which may contain suite numbers, names and logos but no advertising copy.

DD. DOUBLE-FACED SIGN - Shall mean a single sign structure with copy on both sides.

EE. EAVELINE - Shall mean the bottom of the roof eave or parapet.

FF. ELECTRICAL SIGN - Shall mean a sign or sign structure in which electrical wiring, connections or fixtures are used.

GG. ELECTRONIC READERBOARD - Shall mean a changeable message sign consisting of a matrix of lamps which are computer controlled (excluding time/temperature signs).

HH. EMERGENCY SIGN - Shall mean a sign placed temporarily by or with permission of a public safety agency to protect life and property in the case of fire, flood, explosion or other threat to public safety.

II. FACADE - Shall mean visible exterior building walls, including parapet walls.

JJ. FACING - Shall mean the portion of the advertising structure that contains any poster, bill, printing, painting or other advertisement of any kind whatsoever.

KK. FASCIA - Shall mean a horizontal band covering the joint between the top of a wall and the projecting eaves.

LL. FLAGS, FESTOONS, SPINNERS AND PENNANTS - Shall mean ribbons, tinsel, small flags, pinwheels, pennants, small balloons and similar items composed of fabric, plastic, paper or other light materials which are mounted to allow movement by the atmosphere and to attract the attention of the public (excluding official government flags).

MM. FLASHING, INTERMITTENT OR MOVING LIGHT - Shall mean a light or message that changes more often than once every four seconds. The illumination or the appearance of illumination resulting in a change of message or advertising copy is not the use of flashing, intermittent, or moving light, unless it changes more often than once every four seconds.

NN. FREESTANDING SIGN - Shall mean a permanent sign not affixed to a building, including ground signs, pole signs, pylon signs and monument signs.

OO. GRAND OPENING - Shall mean a promotional activity not exceeding 30 consecutive calendar days which occurs within two months of the establishment of a new business to inform the public of its location and product or service. Grand openings do not include annual or occasional promotions.

PP. GROUND SIGN - Shall mean a very low profile, freestanding sign oriented parallel to the ground, which maintains essentially the same height throughout its length.

QQ. HEIGHT - Shall mean the vertical distance from the natural grade beneath a sign measured to the highest point of the sign, including embellishments.

RR. ICON SIGN - Shall mean a sign designed to resemble the product or service (e.g., donuts, keys or shoes) offered on the premises.

SS. ILLEGAL SIGN - Shall mean a sign, advertising display or structure erected or constructed without first complying with all ordinances and regulations in effect at the time of its construction, erection or use; a nonconforming sign which has exceeded its authorized amortization period; an abandoned sign or any sign which is hazardous due to its location, physical condition or lack of required maintenance.

TT. ILLUMINATED SIGN - Shall mean a sign lighted by or exposed to artificial lighting either by lights on or in the sign or directed toward the sign.

UU. INCIDENTAL SIGN - Shall mean a small sign, emblem or decal providing information to the public regarding services available on the premises, such as credit cards, ATM availability, self service, cashier, etc.

VV. INFLATABLE SIGN - Shall mean inflatable statuary, hot air balloons, captive balloons or similar three dimensional inflatable objects designed to convey information or advertise a location and mounted to allow movement by the atmosphere and to attract the attention of the public.

WW. KIOSK - Shall mean a vertically oriented sign, typically with multiple faces, which is intended primarily to provide information to passersby.

XX. LEGALLY NONCONFORMING SIGN - Shall mean a sign which was legally established but no longer conforms to the provisions of this section and (1) whose amortization period has not expired or (2) whose continued use has been authorized by the Planning Commission or City Council.

YY. LOGO SIGN - Shall mean a licensed, certified, copyrighted or trademarked name, symbol, feature or trademark that represents a business, enterprise, group or activity.

ZZ. MAIN TRAVELED WAY - Shall mean in the case of a freeway, the traveled way of each of the separate roadways for traffic in opposite directions.

AAA. MARQUEE - Shall mean a sign located on a fixed, roofed structure which projects from a building and which is designed to advertise changing performances, attractions or events, either through manually placed copy or electronically controlled lighting. Information presented may be static or sequential, depending on the design of the copy system.

BBB. MENU BOARD - Shall mean a sign on the premises of a drive-thru restaurant which identifies the type and cost of available food items.

CCC. MONUMENT SIGN - Shall mean a low profile, freestanding sign with a solid or primarily solid support base.

DDD. MULTI-FACED SIGN - Shall mean a sign containing three or more faces.

EEE. MULTI-TENANT SIGN - Shall mean a sign which identifies or advertises more than one business or activity within a single sign structure (also known as a "center identification" sign).

FFF. MURAL - Shall mean a display painted onto a wall or display base which is designed and intended as a noncommercial decorative or ornamental feature and which does not contain any advertising copy (also known as "decorative graphic").

GGG. NAMEPLATE - Shall mean a non-illuminated, on-premises sign which gives only the name, address and/or occupation of an occupant or group of occupants.

HHH. NEON SIGN - Shall mean a sign which utilizes neon or other gases with translucent tubing in or on any part of the sign structure.

III. PAINTED OR PAINTED-ON SIGN - Shall mean a sign which is applied with paint or a similar coating directly on the surface of a wall, building, display base or sign structure.

JJJ. POLE SIGN - Shall mean a freestanding sign mounted above the ground on a single pole structure, typically centered on the pole (excludes directional signs six feet or less in height).

KKK. POLITICAL ELECTION SIGN - Shall mean a temporary sign used in connection with a local, State or national election or referendum.

LLL. PORTABLE SIGN - Shall mean a moveable sign which is designed to be easily moved and is not permanently attached to the ground or a building. Portable signs include A-frame signs, portable reader-boards and similar signs.

MMM. PROJECTING SIGN - Shall mean a sign which is attached to and projects from the exterior wall of a building where the display surface of the sign is not parallel to the wall of the structure to which it is attached.

NNN. PROMOTIONAL ACTIVITY SIGN - Shall mean a sign erected on a temporary basis to promote the sale of new products, new management, new hours of operation, a new service or a special sale.

OOO. PYLON SIGN, DOUBLE - Shall mean a freestanding sign which is designed in a "gateway" format, with a double support structure and a connecting, thematically integrated panel on which is typically placed copy and/or a logo to mark the name identification of a major business, center or facility. Double pylon signs are architectural or decorative in character to emulate gateways.

PPP. PYLON SIGN, SINGLE - Shall mean a freestanding sign which is incorporated into a single, vertical structure on which is typically placed copy and/or a logo to mark the name identification of a major business, center or facility. Single pylon signs are decorative in character to emulate the form of a monument.

QQQ. RACEWAY - Shall mean a channel attached to a building which provides a mounting surface for a facade sign and which generally contains the electrical connections for illumination.

RRR. REAL ESTATE SIGN - Shall mean a temporary sign that relates to the sale, lease or rental of property or buildings on the premises on which it is located.

SSS. ROOF SIGN - Shall mean a sign that is mounted on the roof of a building or that is dependent upon a building for support and/or that projects above the top walk or edge of a building with a flat roof, the eave line of a building with a gambrel, gable or hip roof or the deck line of a building with a mansard roof.

TTT. SIGN - Shall mean an object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected image.

UUU. SIGN FACE - Shall mean the exterior surface of a sign, exclusive of structural supports.

VVV. SIGN PERMIT - Shall mean a permit issued by the Department of Building and Planning for installation of a sign.

WWW. SIGN PROGRAM - Shall mean a comprehensive plan that addresses all signs within a site that is designed to achieve aesthetically appealing and compatible signage for projects with major roadway exposure, multiple-signage requirements or complex or unusual signage needs.

XXX. SIGN STRUCTURE - Shall mean the structural supports, uprights, bracing and decorative skirting for a sign.

YYY. SUPERGRAPHIC SIGN - Shall mean a sign, consisting of an image projected onto a wall or printed on vinyl mesh or other material with or without written text, supported and attached, to a wall with an adhesive, stranded cable and eye bolts or other materials or methods which covers more than 20% of a wall, building, facade or other structure.

ZZZ. TEMPORARY SIGN - Shall mean a sign, generally constructed of paper, cloth, canvas or other similar lightweight material, with or without a frame, intended to be used for a limited period of time.

AAAA. TIME/TEMPERATURE SIGN - Shall mean a sign which communicates time and temperature information in digital or analog fashion, frequently in connection with business logo or identification copy.

BBBB. UNDER CANOPY SIGN - Shall mean a sign suspended beneath a projecting canopy, awning, ceiling or marquee.

CCCC. VEHICLE SIGN - Shall mean a sign which is attached to or painted on a vehicle the principal purpose of which is to attract attention to a product or provide directions to an activity or business.

DDDD. WALL SIGN - Shall mean a sign which is attached parallel to and projects no more than 12 inches from the exterior wall of a building, building facade, perimeter wall or fence.

EEEE. WINDOW SIGN - Shall mean a sign, picture, text or symbol designed to communicate information about an activity, business, commodity, event, sale or service that is placed in or on, or is visible from, the exterior of a window.

7.2.1 Table Sign Matrix			
Sign Type	**Maximum Number**	**Maximum Area**	**Other**
Façade: Wall or Canopy			
Business Identification	1 per street, paseo or parking lot frontage	2 sf per lineal foot of frontage, not to exceed 200 sf	Maximum area applies to aggregate of all façade signs
Accessory	2 per street or parking lot frontage, with a maximum of 8 installed on no more than 2 facades	40% of the size of the business identification sign per accessory sign	Maximum 2 line copy, 1 product or service per sign May not project above height of primary sign or first floor
Canopy			Awning and canopy signs may be permitted only as an integral part of an awning or canopy to which they are attached or applied. Signs on awnings are only permitted on the awning flap (valance) and content is limited to the business name, building name or address number. The letter height shall not exceed 10 inches. The lettering shall be located in the middle 70 percent of the valance area.
Under Canopy	1 sign per primary business entrance	8 sf	
Free Standing Signs			
A-Frame	1 sign per business	6 sf per face	Maximum height: 3 ft Maximum width: 2 ft Must be located in Sidewalk Amenity Zone and must be removed each day at close of business.
Business Identification: Monument	1 sign for each street frontage of 100 feet or more; not to exceed 2	32 sf per face	Maximum height: 5 feet To be used in conjuction with the Surface Parking frontage type Not permitted on Primary Downtown Frontage (Compton Blvd.)
Center Identification: Monument	1 sign only per center with 200 feet or more of street frontage located on a single street	1 sf for each lineal foot of frontage, not to exceed 200 sf	Must have at least three tenants. Can be building wall mounted To be used in conjuction with the Surface Parking frontage type Not permitted within 40 feet of Compton Walk Frontage
Projecting Signs			

Small Business Identification: Projecting (Blade)	May be used in place of Under Awning sign 1 sign per primary business entrance	8 sf per face	
Large Business Identification: Grand Projecting	May be used in place of Business Identification: Monument	32 sf per face	Mounted perpendicular to building wall at front entrance.
Center Identification: Grand Projecting	May be used in place of Center Identification: Monument	0.5 sf for each lineal foot of frontage, not to exceed 200 sf	
Marquee	1 per theater (movie or live performance)	1 sf per linear foot of frontage for the specific use being advertised in the marquee	Bottom of marquee must be mounted 12 feet from sidewalk. Marquee may encroach over sidewalk, but no closer than 15 feet from the bike curb.
Special Purpose Signs			
Wall: Directory Signs/Multiple Tenant Centers	1 wall sign per building entrance or pedestrian walkway entrance	12 sf per sign face	Maximum height: 6 feet (Ground Mounted)
Kiosk: Directory Signs/Multiple Tenant Centers	1 kiosk per pedestrian walkway entrance or plaza	12 sf of written area per face	Maximum height: 7 feet May be located within Sidewalk Amenity Zone One face shall reserve 4 sf for City agendas and public notices
Directional/Wayfinding Signage (Pedestrian)	1 per every 50 feet of street or walkway frontage or at points where changes in direction are required	4 sf per face	Maximum height: 8 feet
Artistic Mural or Mural Wall Sign	1 per building elevation	150 sf	Non-illuminated only Content must be approved by Community Development Director

7.2.2 Signs	
Sign Type	
A-Frame	P
Address	E
Audio	X
Balloons (helium filled, 1 foot diameter max.)	T
Banner (see CMC 30-22.5.c.4)	T
Bench (Transit)	X
Billboard	X
Business Identification	P
Canopy (Awning)	P
Center Identification	P
Construction	T
Directional	P
Directory	P
Emergency	E
Façade (Wall)	P
Flag (National)	E
Flags (Spinners, Festoons, etc.)	X
Flashing	X
Grand Projecting	P
Ground	X
Holiday Decorations	E
Incidental	E
Inflatable	X
Kiosk	P
Marquee	MUP
Menu	X
Monument	P
Mural	P
Painted-on	X
Pennant (Spinners, Festoons, etc.)	X
Pole	X
Political Election	T
Portable	P
Projecting	P
Pylon	X
Real Estate	T

Roof	X
Rotating	X
Supergraphic	MUP
Temporary	T
Time & Temperature	P
Under Canopy	P
Vehicle	X
Wall (Façade)	P
Window	X

E = Exempt
P = Permitted
MUP = Minor Use Permit
T = Temporary Only
X = Prohibited

8. INFRASTRUCTURE

8.1 INFRASTRUCTURE

The purpose of this report is to provide an overview of existing and planned infrastructure facilities, and to outline recommended infrastructure upgrades for the two, city block development known as the “KBK Development”. The recommended upgrades are based on analyses of the capabilities and capacities of existing facilities and projected infrastructure needs based on build-out of the Project Areas.

The City of Compton (City) encompasses 10.1 square miles of land and is centrally located in Los Angeles County bounded by the unincorporated Willowbrook on the north and northwest, the unincorporated West Compton on the west, the city of Carson on the southwest, the unincorporated Rancho Dominguez on the south, the city of Long Beach on the southeast, the city of Paramount and the unincorporated East Compton on the east, and by the city of Lynwood on the northeast.

The City has existing single-family and multi-family residential, large industrial centers for transit and distribution, business services and textile manufacturing and is fondly known as the “Hub City”, established over time in an informal pattern. The City’s population is 95,605 (2019). The project site consists of several lots on the 500 and 600 Block of Compton Boulevard, totaling approximately 2.13 acres of land in Compton, California.

8.2 LOCAL ROAD SYSTEM

The KBK Development is located on along the north side of East Compton Blvd. from N. Spring Ave. to N. Santa Fe Ave. Compton Boulevard is a four-lane roadway (100’ ROW, 80’ curb to curb) running east-west that includes Class II bike lanes and on-street parking. N. Spring Ave. and N. Willow Ave. are local roads with street parking and one-lane in each direction. Along the project’s eastern edge is N. Santa Fe Ave. which is a four-lane, north-south roadway that accommodates street parking and Class II bike lanes.

Currently the existing road standards infrastructure asphalt roads with concrete curb and gutter, concrete sidewalks, storm drainage systems, some underground utility systems, aboveground power/cable TV/FiOS/phone, and street lighting systems. The public streets in the City of Compton are built pursuant to the “Standard Specifications and Standard Drawings” dated June 2018, by the Department of Public Works.



Compton Boulevard looking east

The surrounding City streets should be brought up to current street design standards including:

- Construct American with Disabilities Act (ADA) curb ramps
- Close all unused driveway aprons
- Replace all non-ADA compliant driveway aprons
- Provide underground power to streetlights
- Install street trees
- Replace all non-ADA compliant sidewalk
- Remove all utility obstructions in sidewalks to provide ADA-compliant path of travel

8.3 SEWER SYSTEM

The entire project area is supported by existing City sewer systems. Around these two City blocks are underground sewage systems owned and maintained by the City's Public Works Department and Los Angeles County (LAC). The sewer lines within the area are mainly Vitrified Clay Pipes (VCP). The sewer mains are all under the major streets with smaller lateral lines connecting directly to existing commercial buildings.

The existing sewer demands are for Commercial zoning coefficients (0.015 cfs/Acre) per Los Angeles County Department of Public Works (LACDPW)[2]. The site is 2.13 acres meaning that the total existing, design flow rate would be 0.032 cfs. For new developments, we are expected to use 0.001 (cfs/unit) for the proposed 290 residential units, or 0.29 cfs. The program also calls for approx. 53,000 sqft (1.22 acres) of commercial space which would call for 0.018 cfs of sewer flows. The new project will have 0.308 cfs of average daily sewage flows. This is 0.276 cfs more sewage flows than the current zoning demands (commercial only).

The cumulative sewage effluent by this affected Tributary Area should be calculated using the Zoning Coefficient for runoff provided for a typical sewer area study by the Los Angeles County Department of Public Works (LACDPW) Land Development Division. The existing sewer along E. Compton Blvd. is an 8" VCP. Using the minimum allowable slope of 0.24%, the design capacity for the existing sewer main is at least 0.27 cfs which is less than the new design flow of 0.308 cfs.

Sewer laterals are sewer pipes which connect with buildings with sewer mains that run in the street. In general, new or upgraded sewer laterals are required for new buildings, with the cost of the installation borne by the developers.



[2] "Estimated Average Daily Sewage Flows for Various Occupancies" table, LACDPW, no date.

8.4 WATER SYSTEM

The City of Compton Water Utility Division is the sole water purveyor for the City. There are potable water lines under all the streets within the project area with pipe sizes varying from 6 to 10 inches. The existing pipes that distribute water services include Asbestos Cement (Transite - TR), Cast Iron (CI), and Ductile Iron (DI) pipes.

The proposed development build-out will see an increase in land use density, which in turn results in an increase in water demand. Many of the existing water lines in the project area are 8 inches in diameter and above. The 8-inch pipes generally have the capacity to handle the increase in water demand/load under total build-out. However, in order to meet the demand of water consumption, including water services for fire prevention purposes, such as demand of new fire hydrants and fire sprinkler systems in the new developments in the post total "build-out" condition, it is recommended older and smaller water pipes be upgraded.

The water purveyor will evaluate future development and conduct their own detailed analysis and will ultimately decide whether the water distribution facilities are required to be upgraded.



FIGURE 9-2
WATER SYSTEM

8.5 STORM DRAIN SYSTEM

The major storm drain systems within the project location are maintained by the Los Angeles County Flood Control District (LACFCD) as most storm water flows southwardly down the public streets. The main storm drainage systems consist of underground Reinforced Concrete Pipes (RCP) and Reinforced Concrete Boxes (RCB) ranging from 24 to 108 inches. There is a major storm drain trunk line, an existing 108" RCB (Line "E"), flowing south under N. Santa Fe Ave and E. Compton Boulevard.

The City's Public Works Department is responsible for planning, designing, constructing, and maintaining the local storm drainage systems. Surface runoff along the north-south local streets are captured by City storm drain systems before it reaches Compton Blvd. There are catch basins on both sides of the street at both N. Spring Ave. and N. Willow Ave., just north of E. Compton Boulevard. These City storm drainage systems will probably need to be reconfigured, so they are out of the new project's footprint.

Approximately 90-5% of the existing project site area is impervious. The new development will not directly trigger any need for upgrades to the City's existing storm drain facilities, due to the City's required Low Impact Development (LID) Mitigation Measures to treat and convey stormwater on-site via infiltration, capture and reuse, or biofiltration. This design will be based on the Geotechnical Engineers recommendations for the proposed development, which will stabilize and/or even reduce runoff in the vicinity.

There are currently no recommendations to upgrade the existing storm drain system within the project area.

LID Practices and Project Requirements

In October 2008, the County adopted the LID Ordinance as part of Los Angeles County Code Title 12, Chapter 84 to require the use of LID principles in all development projects except road and flood infrastructure projects. Unlike traditional stormwater management, which collects and conveys stormwater runoff through storm drains, pipes, or other conveyances to a centralized stormwater facility, LID uses site design and stormwater management to maintain the site's pre-development runoff rates and volumes. The goal of LID is to mimic a site's pre-development hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to the source of rainfall.

LID practices or stormwater quality control measures can be categorized into the following types:

- *Retention-based stormwater quality control measures*
  Examples: bio-retention, infiltration basin, dry well, permeable pavement, etc.
- *Bio-filtration*
  Example: bio-filtration area
- *Vegetation-based stormwater quality control measures*
  Example: stormwater planter (or planter box), vegetated swale, green roof, etc.
- *Treatment-based stormwater quality control measures*
  Examples: sand filter, constructed wetland, propriety treatment control measures.

All new development that requires new grading in the project area will require preparation of a hydrology study to demonstrate that building sites are free from flooding hazard. New development will be required to mimic the site's pre-development runoff by choosing the appropriate LID practice most suitable for the site. A proposed project must demonstrate that any proposed improvement, including filling, does not raise the flood level upstream or downstream of the project. As required by the County, developers shall prepare National Pollution Discharge Elimination System (NPDES) reports, such as the Water Quality Management Plan (WQMP) and Stormwater Pollution Prevention Plan (SWPPP), to ensure the quality of water is preserved and adverse environmental impacts are minimized.



FIGURE 8-3
STORM DRAIN SYSTEM

8.6 ELECTRICAL SYSTEM

Southern California Edison (SCE), which is a private utility company, provides electrical power service to the project area. SCE sets its own service standards, with oversight from the California Public Utilities Commission (CPUC), and facility improvement strategies. Currently, there is a network of aerial electrical facilities creating a power grid that supplies sufficient electrical service to the area. There is no major deficiency or functional problem in the power supply facilities within the project area.



The decision to upgrade the power supply facilities and the number of upgrades to meet the demand of future development will be determined by SCE in coordination with the City after developers have submitted their building plans. Demand for services and the ability to serve new developments are generally determined on a case-by-case basis.

Most of the electrical distribution facilities in the project area are aerial facilities. It is recommended that existing aerial electrical facilities be placed underground whenever funding is available. Underground electricity provides higher reliability, is safer in general and is also less unsightly. One of the potential funding mechanisms is CPUC Rule 20. CPUC Rule 20 is a set of policies and procedures established by the CPUC to regulate the conversion of overhead electric equipment to underground facilities, a process often referred to “undergrounding”. Rule 20 determines the level of ratepayer funding for different undergrounding arrangements.

CPUC Rule 20

Under Rule 20, undergrounding projects are financed by utility rate money, combined rate funds and local tax proceeds, or private funds, depending on whether Rule 20A, Rule 20B or Rule 20C provisions apply.

Rule 20A: *Rule 20A projects are paid for by all SCE customers and ratepayers, not just those who live in locations where facilities will be undergrounded. To qualify for full funding through utility rate proceeds, projects must produce a benefit to the general public, not just customers in the affected area, by satisfying one or more of these criteria:*

- *The location has an unusually heavy concentration of overhead facilities.*
- *The location is heavily traveled.*
- *The location qualifies as an arterial or major collector road in a local government’s general plan.*
- *The overhead equipment must be located within or pass through a civic, recreational or scenic area.*

Using CPUC formulas, SCE allocates rate funds to communities for undergrounding based on previous allocations, the ratio of customers served by overhead facilities to all the customers in the community, and the fraction that customers in the community represent of all SCE customers. Local governments use these formulas to project allocations, which allow them to prioritize projects and develop project schedules. Because funds are limited, local governments sometimes must wait and accumulate their allocations before starting an undergrounding project.

Rule 20B: *If an area is not eligible for Rule 20A or if local government cannot or chooses not to rely on the Rule 20A allocation process, Rule 20B allows rate funds to subsidize an undergrounding project. The subsidy includes an amount equal to about 5-20% of the total cost. The remaining cost is funded by local governments or through neighborhood special assessment districts.*

Rule 20C: *Rule 20C enables property owners to pay for undergrounding electric lines and equipment if neither Rule 20A nor 20B applies.*

It is also worth noting that, prior to any undergrounding process, SCE will take the lead in contacting the other low voltage utilities that might be sharing the power poles with SCE aerial facilities, such as the telecommunication providers (AT&T and Verizon) and cable TV provider (Spectrum) to coordinate and execute a joint trench. During this process, SCE will also reach out to the City's Public Service Counter for their assistance in contacting and coordinating with the aforementioned utility providers.

It is recommended that prior to approving new development, the City should contact SCE regional manager for the Compton area and set up an inspection at the new development site in order to determine whether the existing aerial SCE facilities in the area qualifies for Rule 20A funding.

8.7 NATURAL GAS SYSTEM

Natural gas is anticipated to be needed for the commercial components of the mixed-use development. Residential cooking needs are anticipated to be met through electrical power.

The Southern California Gas Company/Sempra Utilities (The Gas Company), which is a private utility company, is the gas service provider for the project area. Currently, gas pipelines are in all streets in the area (1" to 8" dia.).

The analysis on the capacity and capability to meet future demand will be conducted by The Gas Company in coordination with the County upon submittal of building plans by developers.

8.8 TELECOMMUNICATIONS SYSTEM

The project area is within the service area of both AT&T and Verizon, both of which are private utility companies. The current local telecommunications appear to have the internet service that will be in demand by future businesses and residents in the area.

The local telecommunication system providers will assess the demand for services and the ability to serve new developments on a case-by-case basis. The capacity and capability analysis for meeting future demands within the project area will be conducted after building plans are submitted by developers.

If there is “undergrounding” of existing aerial telecommunication facilities, SCE will reach out to AT&T or Verizon and coordinate a joint trench. To save on costs, the telecommunication company is likely to participate in the joint trench operation. SCE will dictate the layout of the trench, and the telecommunication lines would follow.

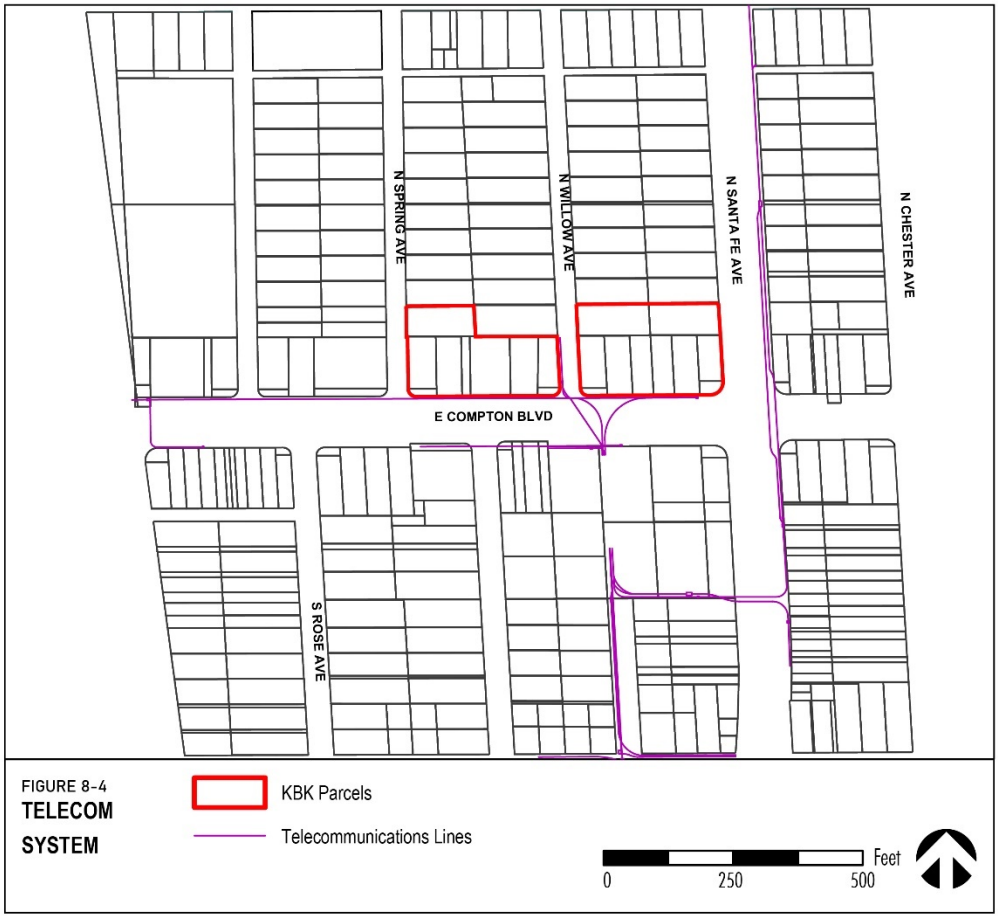


FIGURE 8-4
TELECOM SYSTEM

8.9 FIBER OPTIC SYSTEM

Level 3 Communications was a multinational communications and internet service provider, the third largest provider of fiber-optic internet access (based on coverage) in the United States. Level 3 was acquired by CenturyLink on November 1, 2017.

CenturyLink's only fiber optic line in the City of Compton runs along Alameda Street West to Los Angeles and continues along the railroad. It may be possible to negotiate the extension of these lines to the project site given the high amount and industry of potential users.

8.10 CABLE TELEVISION SYSTEM

The cable service provider for this area is Spectrum, which is a private utility company. Most of the existing cable TV systems within the project area are aerial facilities that share power poles with the electrical system north of Compton Blvd., with a few existing underground conduits.

New land uses resulting from the project will consist of both commercial and residential development; therefore, high speed internet and cable television services will be in demand. Similar to a telecommunications system, Spectrum will assess the demand for services on a case-by-case basis and ultimately make the decisions concerning upgrades for the existing cable TV systems to meet the demand of the future developments.

If there is undergrounding of existing aerial telecommunication facilities, SCE will reach out to Spectrum and coordinate a joint trench. Similar to a telecommunications provider, Spectrum is likely to participate in the joint trench operation to save on construction costs.

In most cases, if there is an upgrade of facilities required, Spectrum will be responsible for the construction costs up front, and recouping the cost later on with the additional revenue from the added customers.

9. IMPLEMENTATION

9.1 IMPLEMENTATION ROLES

This Specific Plan recognizes several implementation parties:

- KBK Enterprises: project sponsor
- City of Compton: local agency with land use jurisdiction, also project partner through the sale of Compton Successor Agency and Compton Unified School District land to KBK Enterprises
- State of California Department of Housing and Community Development: potential funder of the project through the Affordable Housing and Sustainable Communities Program

9.2 PERFORMANCE STANDARDS

The following is a list of performance standards for which KBK Enterprises or any successive property owner(s) shall be held:

1. The property owner shall be responsible for the maintenance of all public and common areas within the project, including Willow Plaza.
2. All business activities and loading shall take place between the hours of 7:00 am and 10:00 pm, unless authorized by a Minor Use Permit in accordance with Section 4.1.8.

9.3 AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

KBK Enterprises and the City of Compton intend to pursue funding from the Affordable Housing and Sustainable Communities (AHSC) Program for this project. If awarded, the AHSC program would provide funding for affordable housing, implementation of the Compton Walk streetscape improvements described in this Specific Plan, and other transit benefits. Table 9.1 shows the project elements that may be funded with an AHSC program grant, and how those benefits would be incorporated if the project does not receive AHSC funding.

Table 9.1 Infrastructure Projects and Funding

Improvement/Benefit	With AHSC	Without AHSC
Affordable Housing	20% of units at 50% AMI	20% of units at income level TBD, no higher than 80% AMI
Sidewalk Extension	Yes, Santa Fe to Alameda, both sides	Yes, project frontage only
Upgrade Street to Current Design Standards	Yes	Yes
Street Furniture (benches, trash cans, bike racks)	Yes	Yes
Pedestrian Lighting	Yes	Yes
Class IV Protected Bicycle Lane	Yes	No
Street Trees	Yes	Yes
Willow Plaza	Yes	Yes
Public/Commercial Parking Garage	Yes	Yes

As of August 2022, the project has been awarded and intends to utilize the Affordable Housing and Sustainable Communities grant.

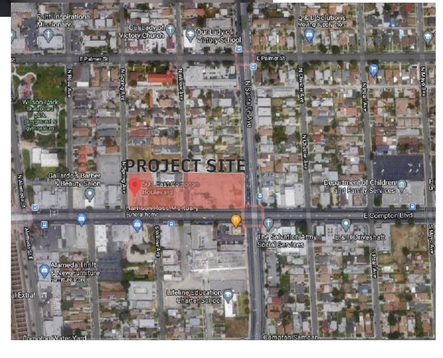
KBK: 501&601Compton Blvd.
Amendment 1- 09.24.2020
City of Compton
APN # 6166-022-901
6166-023-901



PROJECT INDEX

01.	COVER SHEET
02.	PROJECT CONTEXT MAP
04.	PERSPECTIVE RENDERINGS
07.	PROJECT INFORMATION
08.	OPEN SPACE DIAGRAME
09.	B1 PLAN PARKING
10.	ARCHITECTURE SITE PLAN & GROUND FLOOR
11 -17.	FLOOR PLANS 2-7
18.	FLOOR PLAN 8 ROOF PLAN
19-20.	TYPICAL FLOOR PLANS
21-28.	ELEVATIONS
27-31.	SECTIONS
32.	ILLUSTRATIVE LANDSCAPE PLAN
33.	COMPTON BOULEVARD SECTION
34.	TYPICAL STREET SCAPE
35-36.	LANDSCAPE SYSTEMS
37-45.	LANDSCAPE PLANS
46.	LANDSCAPE SYSTEMS

VICINITY MAP



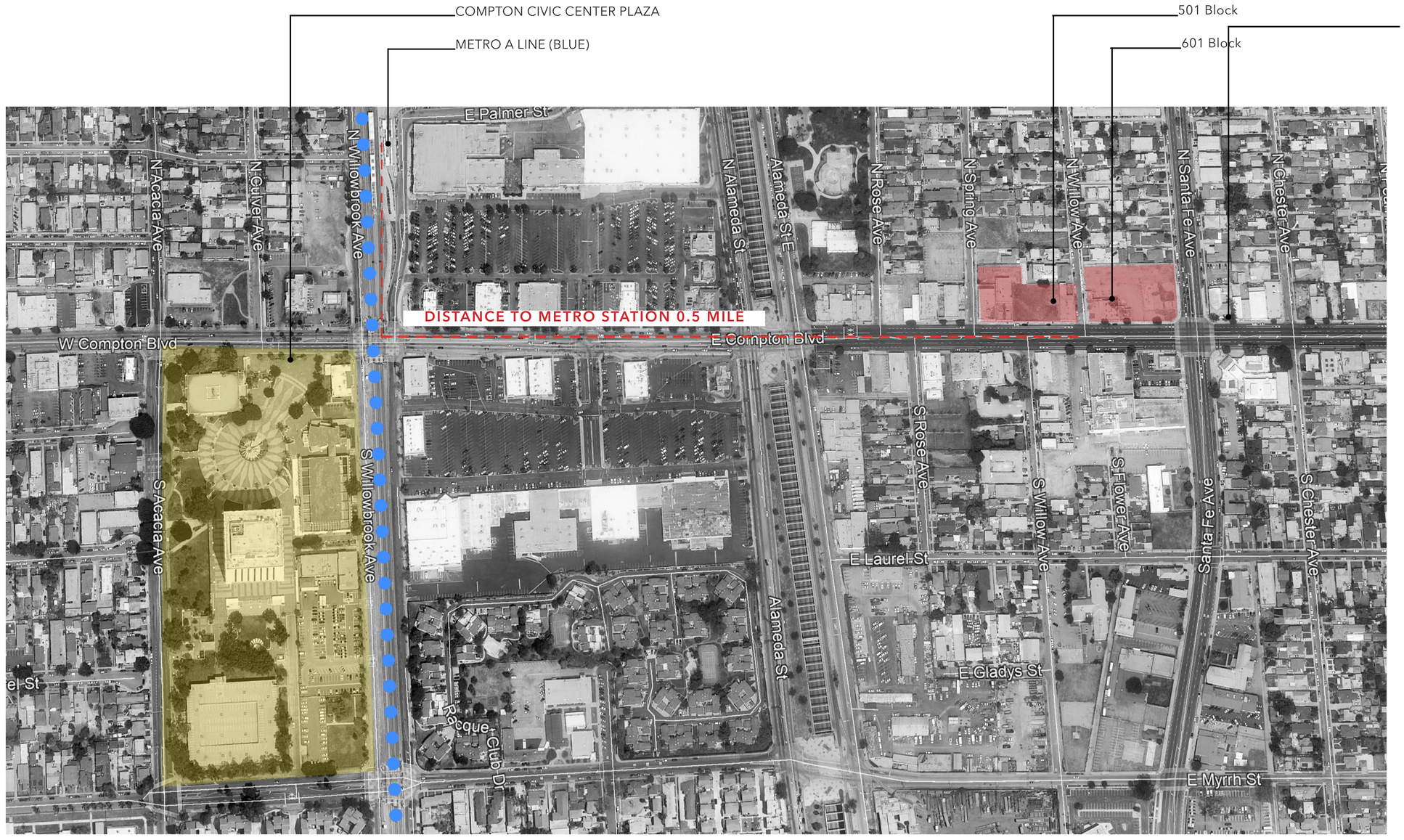
KBK Enterprises
1300 Brighton Rd. Suite 1
Pittsburgh, PA 15233
(412) 363-4401

GGLO

4553 Glencoe Ave #390,
Marina Del Rey, CA 90292
(310) 751-6688

AMENDMENTS

09.08.2020	Original Submittal
09.24.2020	Amendment 1 Landscape
02.08.2021	Amendment 2
08.15.2022	Amendment 3



CONTEXT MAP
NOT TO SCALE


501 Block
601 Block
Kingdom Hall of
Jehovak's Witnesses
Commercial/
Retail
The Salvation Army
Social Services
Lifeline Education
Charter School
N Willow Ave
N Spring Ave
N Santa Fe Ave
S Chester Ave
Santa Fe Ave
N Rose Ave
E Compton Blvd
S Rose Ave
S Flower Ave



Compton Blvd. Rendering
SCALE: NTS



Willow Plaza Rendering
SCALE: NTS



Axonometric View from Single Family neighborhood in the north : The massing is stepped down to modulate the scale to the neighborhood.
SCALE: NTS

30'

202035.1 KBK 501 & 601 Compton Blvd.

GENERAL

ADDRESS	501 AND 601 E COMPTON BLVD, COMPTON, CA
PROJECT DESCRIPTION	288 RESIDENTIAL UNITS,COMMUNITY SERVING COMMERCIAL , INNOVATION CENTER, 3-STORY COMMERCIAL ABOVE GRADE PARKING, TWO 1-STORY BELOW GRADE PARKING USING MECH. STACKING SYSTEM
ASSESSOR PARCEL NUMBERS	6166-022-901 6166-023-901
ZONE	TBD
OCCUPANCY TYPE	R2/M/B/S-2
BUILDING TYPE	5 STORY OF TYPE IIIA OVER 2 LEVELS OF TYPE I PODIUM
MAX. BUILDING HEIGHT	85
AVERAGE NATURAL GRADE	TBD
PROPOSED USE	MIXED USE: RESIDENTIAL + COMMERCIAL

SITE PARAMETERS

			ALLOWABLE	PROPOSED
LOT SIZE (SQ FT)	501 601	42,729 50,499		
DENSITY			150 units per acre	135.2
NUMBER OF STORIES			7	7
GROUND LEVEL HEIGHT(FT)			-	20
MAXIMUM HEIGHT (FT)			-	85
SETBACKS (FT)	FRONT AND SIDES: 0 FT	BACK: 10FT and 60 DEGREE ABOVE 30FT @ Property Line		
BUILDING AREA (SQ FT)			-	303,512

RESIDENTIAL

DWELLING UNITS	TOTAL NUMBER OF UNITS		MIN SQ FT	AFFORDABLE UNITS		
STUDIO	24%	70	400	14	20%	31,003
1 BEDROOM	36%	105	500	21	20%	67,053
2 BEDROOM	39%	113	825	23	20%	100,095
TOTAL UNITS	100%	**288**		**58**		**198,151**

RESIDENTIAL AMENITIES/ SERVICES	
LEASING/ LOUNGE	3,383
MAIL ROOM/ PARCEL ROOM	688
FITNESS	597
POOL LOUNGE	859
SERVICES & CIRCULATION	52,984
TOTAL	**58,511**
TOTAL RESIDENTIAL	**256,662**
COMMUNITY SERVING COMMERCIAL / RETAIL	
COMMUNITY SERVING COMMERCIAL-01	4,608
COMMUNITY SERVING COMMERCIAL-02	3,149
COMMUNITY SERVING COMMERCIAL-03	1,188
TOTAL	**8,945**
COMMERCIAL/INNOVATION CENTER	
GROUND LEVEL	18,489
2ND LEVEL	14,205
3RD LEVEL	2,852
4TH LEVEL	1,096
MEZZANINE	
TOTAL	**36,642**
COMMERCIAL SERVICE	
LOADING	481
REFUSE ENCLOSERS	514
OTHER SERVICE	268
TOTAL	**1,263**
TOTAL NON RESIDENTIAL	**46,850**

PARKING REQUIRED	PROPOSED MARKET RATE		AFFORDABLE		TOTAL	PROVIDED
RESIDENTIAL	PER UNIT		PER UNIT			1 PER UNIT
STUDIO	0.5	28	0	0	28.0	
1 BEDROOM	1	84	0.5	10.5	94.5	
2 BEDROOM	1	90.4	0.5	11.3	101.7	
GUEST PARKING	0.1	28.8			28.8	
TOTAL RESIDENTIAL					**253.0**	**288**
COMMERCIAL						
RETAIL 1 PER 400					22	
INNOVATION CENTER 1 PER 400					92	
TOTAL COMMERCIAL					**114**	**114**
TOTAL					**367**	**402**

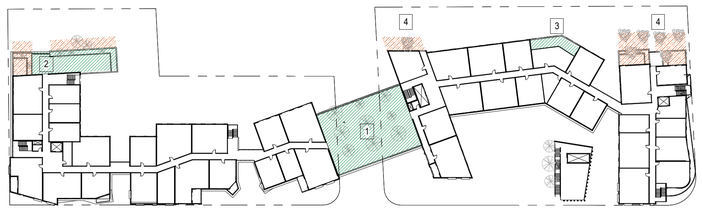
PARKING PROVIDED	LEVEL B	L-1	MEZZ	L-2	TOTAL
RESIDENTIAL					**288**
STANDARD (MECH. PUZZLE PARKING)	280				
ACCESSIBLE	8				
COMPACT	0				
COMMERCIAL					**119**
STANDARD (MECH. PUZZLE PARKING)	12				
STANDARD		22	36	39	
ACCESSIBLE		3	1	1	
COMPACT		5	0	0	
TOTAL	300	30	37	40	**407**

BICYCLE PARKING REQUIRED (MIN)	
RESIDENTIAL	
LONG TERM 1.0 PER UNIT	288
SHORT TERM 0.1 PER UNIT	29
COMMERCIAL	
LONG TERM	
OFFICE 2.0 PER 1,000 SQ FT, MIN 2	73
SHORT TERM	
0.1 OF LONG TERM	9.0
TOTAL LONG TERM	**361**
TOTAL SHORT TERM	**39**

BICYCLE PARKING PROVIDED	
RESIDENTIAL	TOTAL
LONG TERM 1.0 PER UNIT	288
SHORT TERM 0.1 PER UNIT	29
COMMERCIAL	
LONG TERM	
OFFICE 2.0 PER 1,000 SQ FT, MIN 2	73
SHORT TERM	
0.1 OF LONG TERM	9
TOTAL LONG TERM	**361**
TOTAL SHORT TERM	**38**

OPEN SPACE AREA	MIN. REQUIRED SQ.FT.	PROVIDED
PUBLIC OPEN SPACE	MAX 20% OF TOTAL REQUIRED OPEN SPACE WILL BE COUNTED TOWARD RESIDENTIAL OPEN SPACE (6,000 SQ.FT.)	13,000

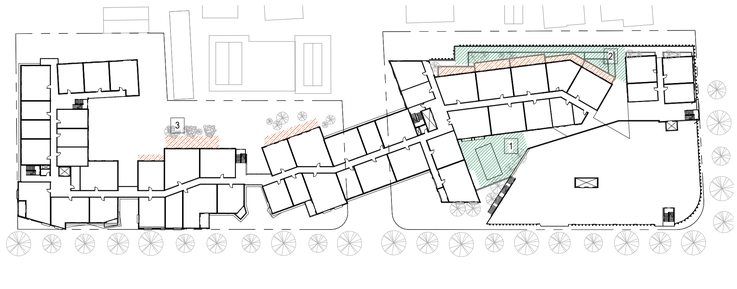
RESIDENTIAL	MIN. REQUIRED SQ.FT.		PROVIDED
PRIVATE OPEN SPACE			5,850
COMMON OPEN SPACE			19,350
TOTAL PRIVATE & COMMON OPEN SPACE	23,040		**25,200**
MAX 20% of TOTAL REQUIRED OPEN SPACE			6,000
TOTAL RESIDENTIAL OPEN SPACE	28,800		**31,200**
TOTAL RESIDENTIAL OPEN SPACE PER UNIT	100	**108**	
TOTAL COMMERCIAL OPEN SPACE (ASSOCIATED WITH INNOVATION CENTER TERRACES)	NA		8,500
TOTAL OPEN SPACE			**39,700**



1	RES. COMMON OPEN SPACE	4,500 SQ.FT.
2	RES. COMMON OPEN SPACE	1,500 SQ.FT.
	RES. PRIVATE OPEN SPACE	1,100 SQ.FT.
3	RES. COMMON OPEN SPACE	400 SQ.FT.
4	RES. PRIVATE OPEN SPACE	1,900 SQ.FT.
	TOTAL RES. PRIVATE	3,000 SQ.FT.
	TOTAL RES. COMMON	6,400 SQ.FT.
	TOTAL 6TH & 7TH LEVEL OPEN SPACE	7,350 SQ.FT.

diagram-OPEN SPACE - LEVEL 07

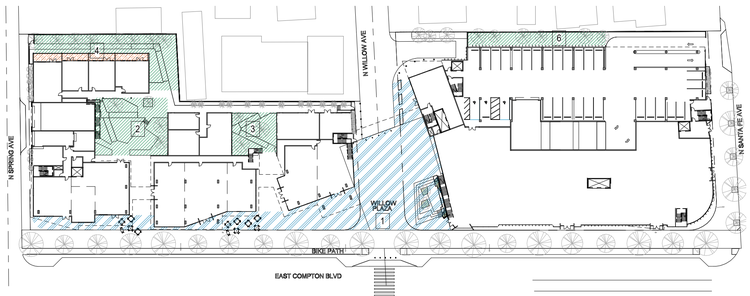
1/64" = 1'-0"



1	RES. COMMON OPEN SPACE	2,000 SQ.FT.
2	RES. COMMON OPEN SPACE	2,000 SQ.FT
	RES. PRIVATE OPEN SPACE	1,150 SQ.FT
3	RES. PRIVATE OPEN SPACE	1000 SQ.FT.
	TOTAL RES. PRIVATE	2,150 SQ.FT.
	TOTAL RES. COMMON	4,000 SQ.FT.
	TOTAL 3RD LEVEL OPEN SPACE	6,150 SQ.FT.

diagram-OPEN SPACE - LEVEL 03

1/64" = 1'-0"

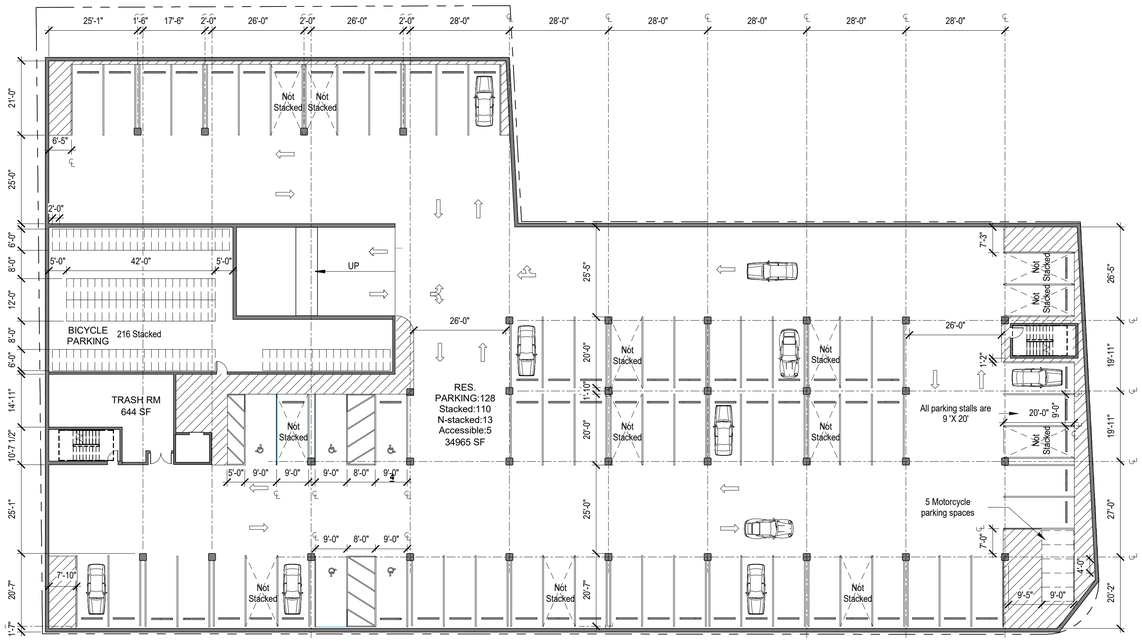


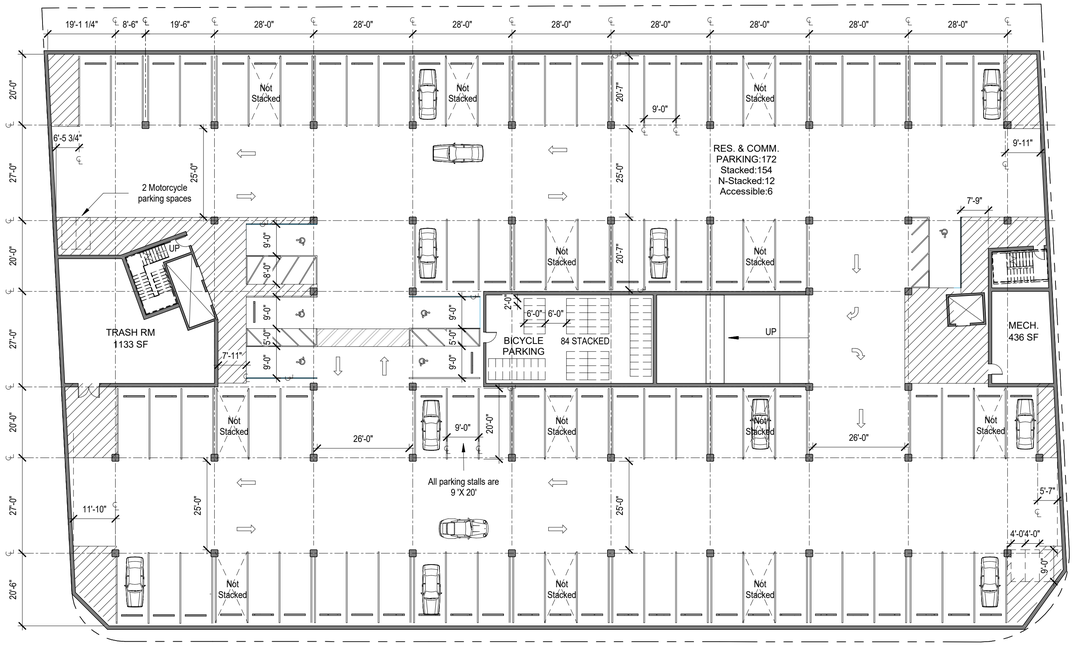
1	PUBLIC OPEN SPACE	13,000 SQ.FT.
2	RES. COMMON OPEN SPACE	3,300 SQ.FT.
3	RES. COMMON OPEN SPACE	1,400 SQ.FT.
4	RES. COMMON OPEN SPACE	2,850 SQ.FT.
	RES. PRIVATE OPEN SPACE	700 SQ.FT.
6	RES. COMMON OPEN SPACE	1,400 SQ.FT.
	TOTAL RES. PRIVATE	700 SQ.FT.
	TOTAL RES. COMMON	8,950 SQ.FT.
	TOTAL PUBLIC OPEN SPACE	13,000 SQ.FT.(6000 SQ.FT.)
	TOTAL GROUND LEVEL OPEN SPACE	**15,650 SQ.FT.**

diagram-OPEN SPACE - GROUND LEVEL

1/64" = 1'-0"

TOTAL OPEN SPACE	31,200 SQ.FT.
TOTAL COMMON AND PRIVATE OPEN SPACE	25,200 SQ.FT.





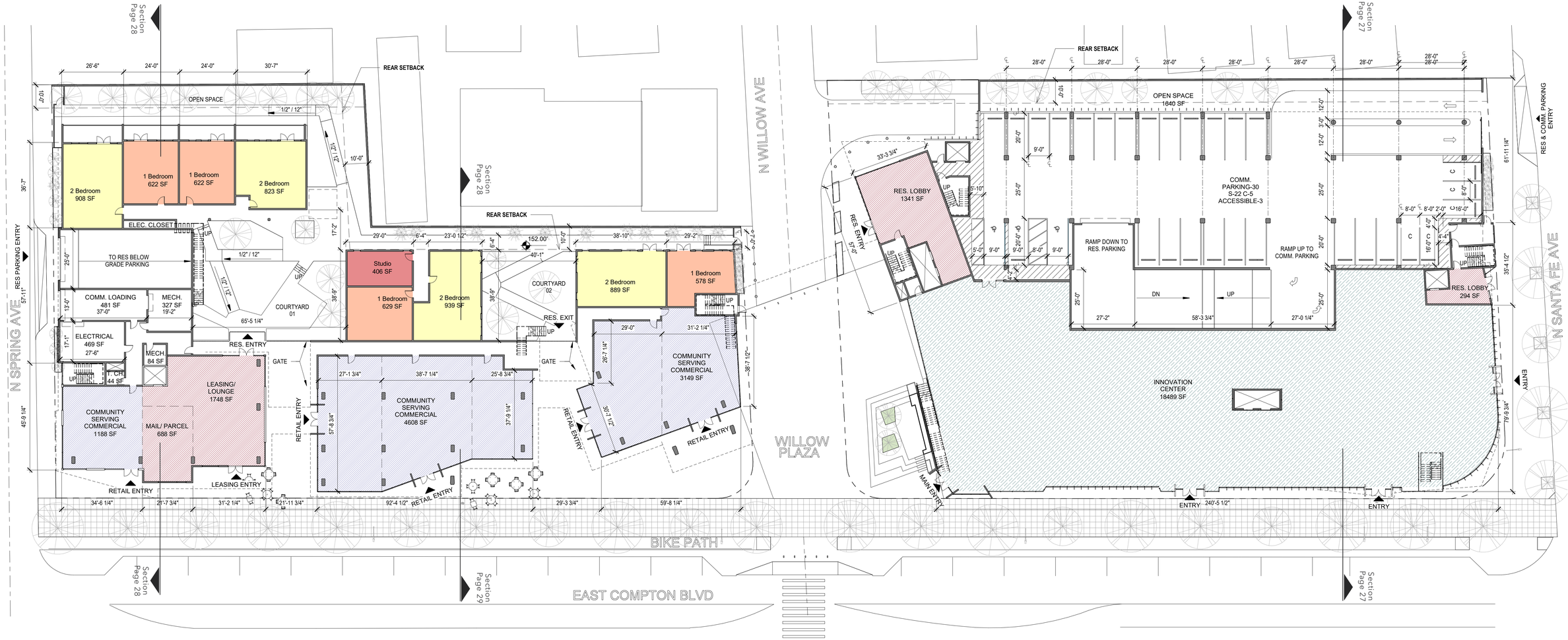
USE	PARKING COUNT
RESIDENTIAL	288
COMMERCIAL	12

BUILDING USE	AREA
RESIDENTIAL	0 SF
CONVENTION CTR	0 SF
RETAIL	0 SF
PARKING	75,906 SF

Level B1 Floor Plan

SCALE: 1″ = 20′

0′ 20′ 40′



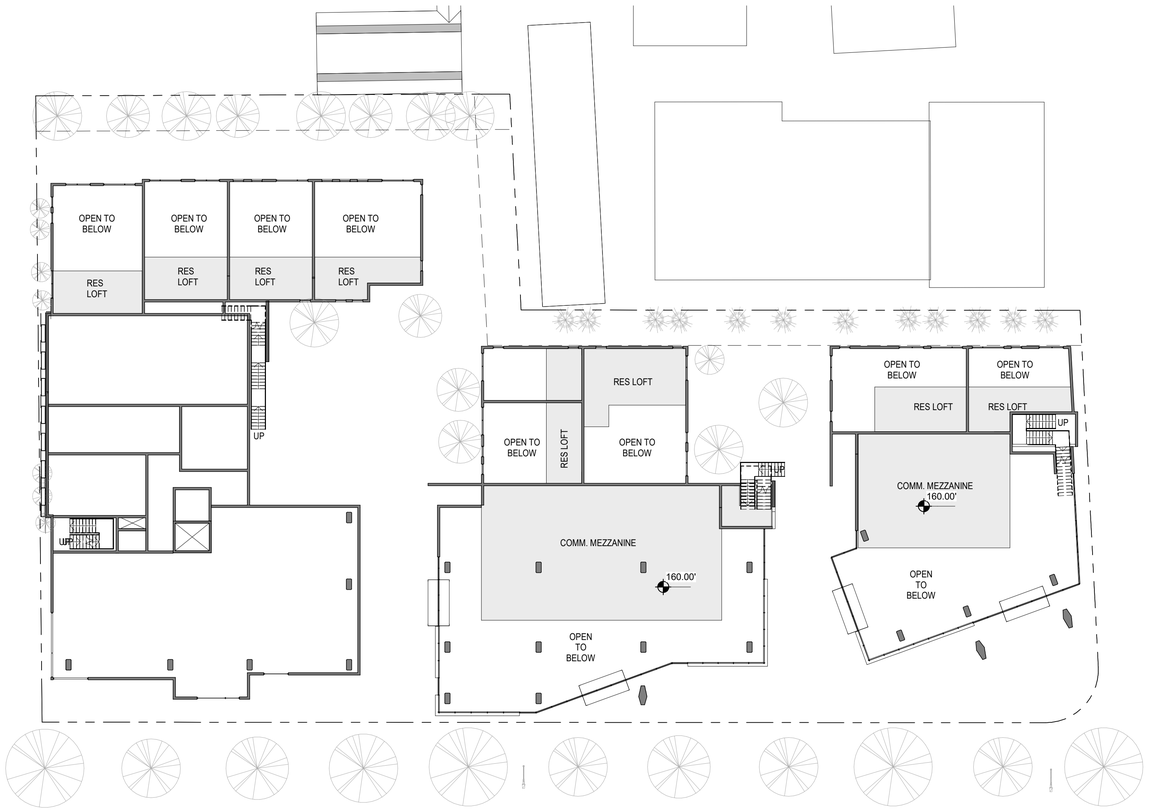
USE	PARKING COUNT
RESIDENTIAL	0
COMMERCIAL	30

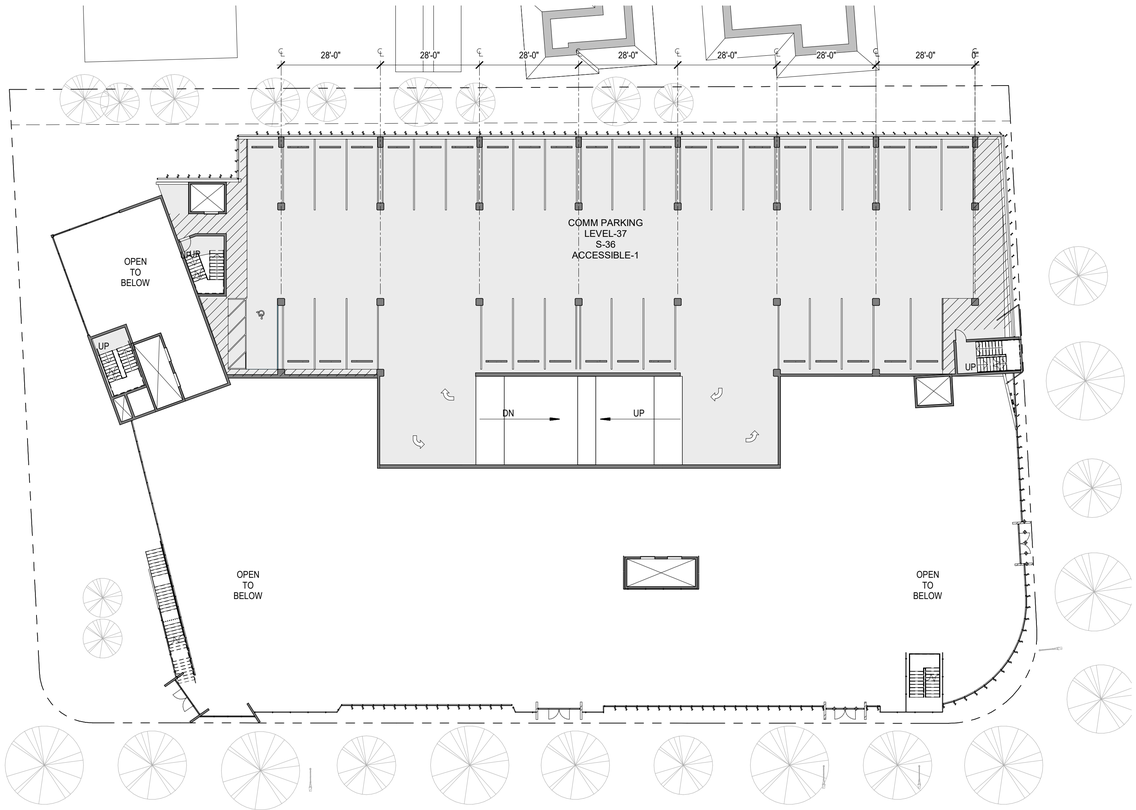
BUILDING USE	AREA
RESIDENTIAL	16000 SF
CONVENTION CTR	18,489 SF
RETAIL	8,945 SF
PARKING	18,665 SF

Level 1 Floor Plan & Site Plan

SCALE: 1" = 20'

0' 20' 40'





USE	PARKING COUNT
RESIDENTIAL	0
COMMERCIAL	37

BUILDING USE	AREA
RESIDENTIAL	0 SF
CONVENTION CTR	0 SF
RETAIL	0 SF
PARKING	18,665 SF

Level 1.5 Mezzanine Floor Plan

SCALE: 1" = 20'

0' 20' 40'



USE	PARKING COUNT
RESIDENTIAL	0
COMMERCIAL	40

BUILDING USE	AREA
RESIDENTIAL	25,000 SF
CONVENTION CTR	14,205 SF
RETAIL	0 SF
PARKING	18,665 SF

Level 2 Floor Plan

SCALE: 1" = 20'

0' 20' 40'



USE	PARKING COUNT
RESIDENTIAL	0
COMMERCIAL	0

BUILDING USE	AREA
RESIDENTIAL	37,000 SF
CONVENTION CTR	0 SF
RETAIL	0 SF
PARKING	0 SF

Level 3 Floor Plan

SCALE: 1″ = 20′

0′ 20′ 40′



USE	PARKING COUNT
RESIDENTIAL	0
COMMERCIAL	0

BUILDING USE	AREA
RESIDENTIAL	45,000 SF
CONVENTION CTR	2,852 SF
RETAIL	0 SF
PARKING	0 SF

Level 4 Floor Plan

SCALE: 1" = 20'

0' 20' 40'



USE	PARKING COUNT
RESIDENTIAL	0
COMMERCIAL	0

BUILDING USE	AREA
RESIDENTIAL	45,000 SF
CONVENTION CTR	0 SF
RETAIL	0 SF
PARKING	0 SF

Level 5 Floor Plan

SCALE: 1" = 20'

0' 20' 40'



USE	PARKING COUNT
RESIDENTIAL	0
COMMERCIAL	0

BUILDING USE	AREA
RESIDENTIAL	43,000 SF
CONVENTION CTR	1,096 SF
RETAIL	0 SF
PARKING	0 SF

Level 6 Floor Plan

SCALE: 1" = 20'

0' 20' 40'



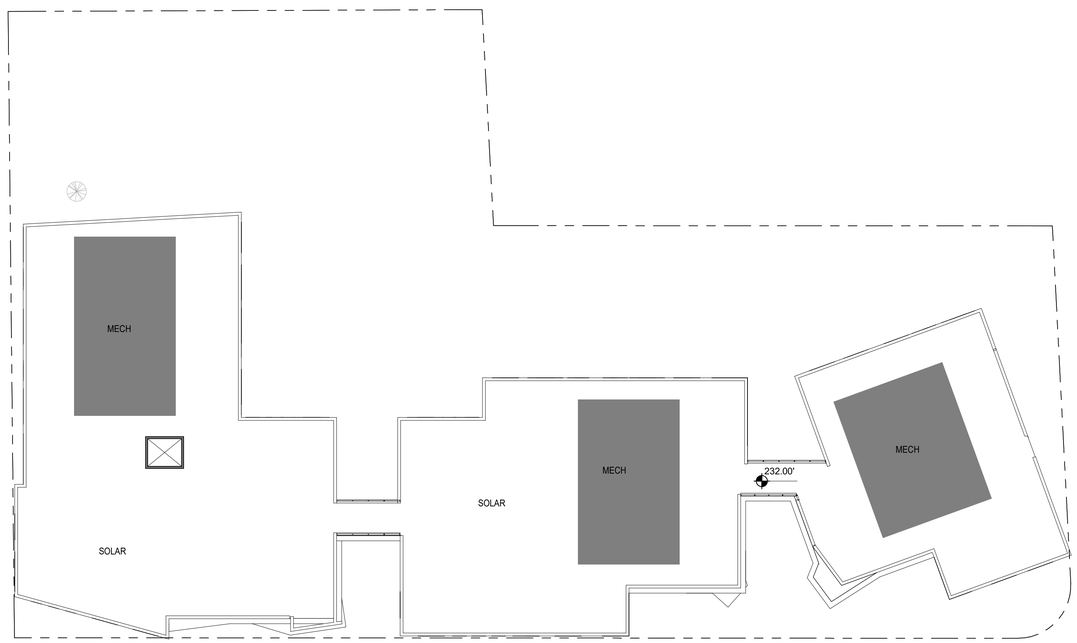
USE	PARKING COUNT
RESIDENTIAL	0
COMMERCIAL	0

BUILDING USE	AREA
RESIDENTIAL	40,000 SF
CONVENTION CTR	0 SF
RETAIL	0 SF
PARKING	0 SF

Level 7 Floor Plan

SCALE: 1" = 20'

0' 20' 40'

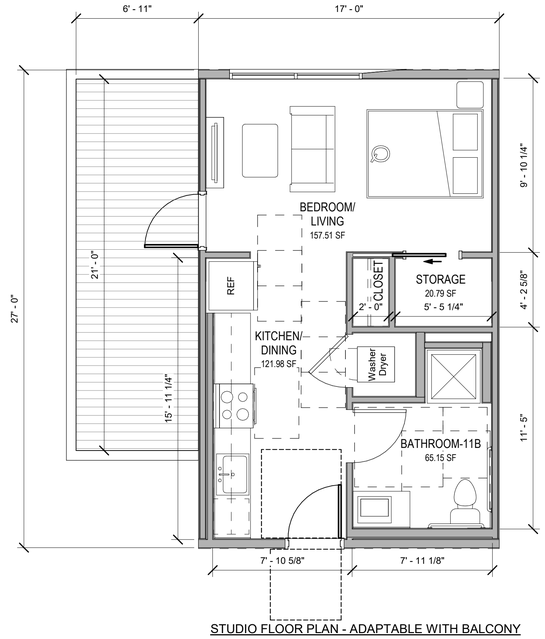




Level 8 Roof Floor Plan

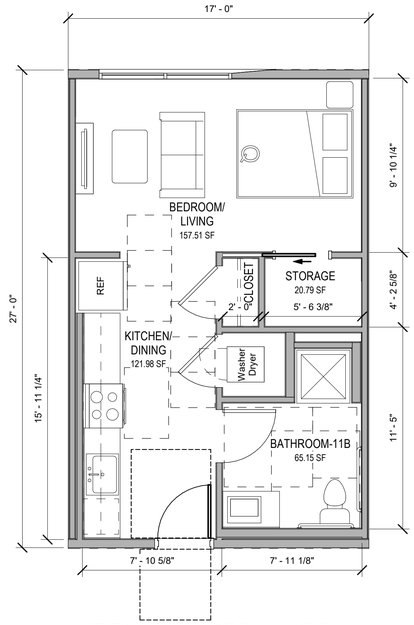
SCALE: 1" = 20'

0' 20' 40'



STUDIO FLOOR PLAN - ADAPTABLE WITH BALCONY

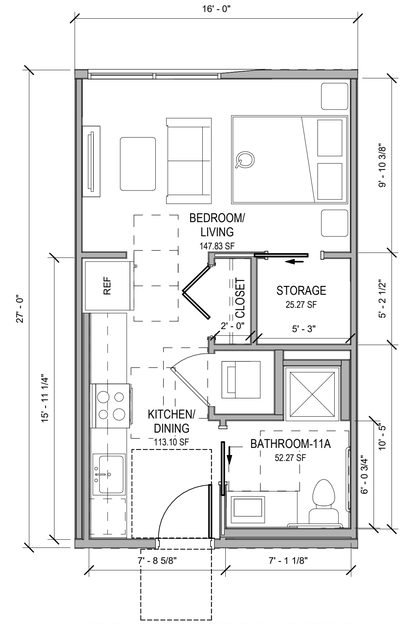
** TOTAL STORAGE SPACE: 166.32 CF (MIN 150 CF)
20.79 SF X 8'-0" FT (MIN CEILING HEIGHT) = 166.32 CF



STUDIO TYPICAL FLOOR PLAN - MOBILE
11% OF FEDERAL FUNDED UNITS

* WASHER/ DRYER IN ONE NOT STACKED

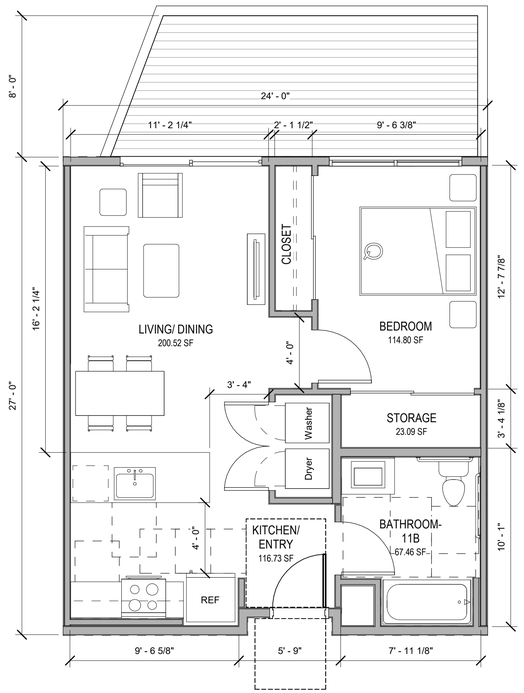
** TOTAL STORAGE SPACE: 200.32 CF (MIN 150 CF)
25.04 SF X 8'-0" FT (MIN CEILING HEIGHT) = 200.32 CF



STUDIO TYPICAL FLOOR PLAN - ADAPTABLE

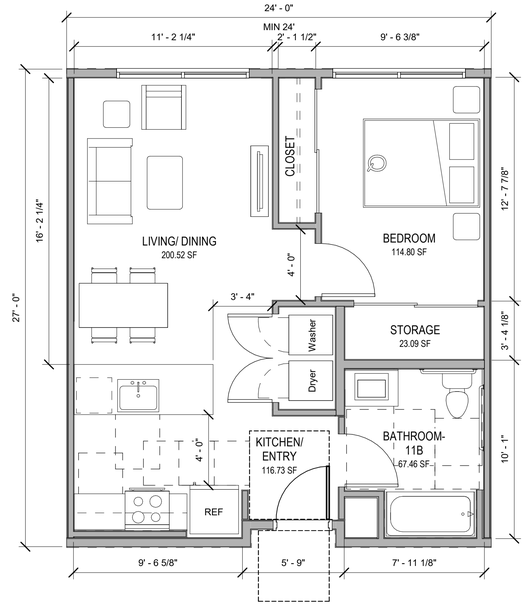
* STACKED WASHER/ DRYER

** TOTAL STORAGE SPACE: 202.16 CF (MIN 150 CF)
25.27 SF X 8'-0" FT (MIN CEILING HEIGHT) = 202.16 CF



1-BEDROOM FLOOR PLAN - ADAPTABLE WITH BALCONY

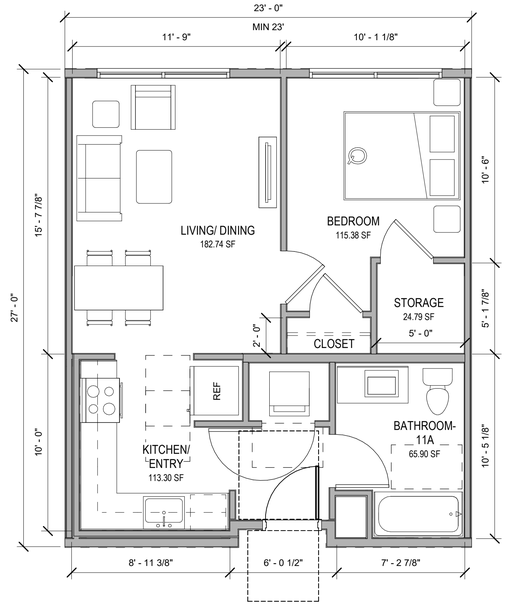
** TOTAL STORAGE SPACE: 191.2 CF (MIN 175 CF)
23.09 SF X 8'-0" FT (MIN CEILING HEIGHT) = 191.2 CF



ONE-BEDROOM TYPICAL FLOOR PLAN - MOBILE
11% OF FEDERAL FUNDED UNITS

* WASHER/ DRYER IN ONE NOT STACKED

** TOTAL STORAGE SPACE: 191.2 CF (MIN 175 CF)
23.09 SF X 8'-0" FT (MIN CEILING HEIGHT) = 191.2 CF



ONE-BEDROOM TYPICAL FLOOR PLAN - ADAPTABLE

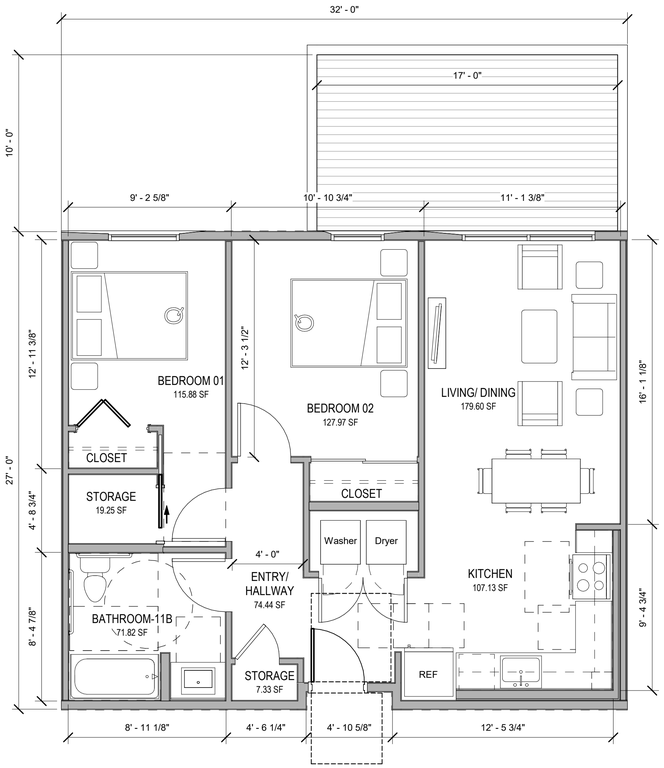
* STACKED WASHER/ DRYER

** TOTAL STORAGE SPACE: 198.32 CF (MIN 175 CF)
24.79 SF X 8'-0" FT (MIN CEILING HEIGHT) = 198.32 CF

Typical Unit Floor Plan

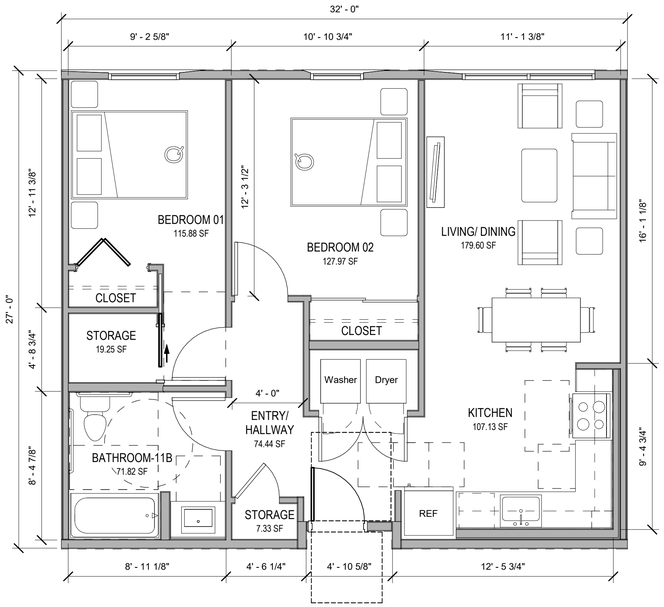
SCALE: 1/4" = 1'-0"

0' 4' 8'



2-BEDROOM FLOOR PLAN - ADAPTABLE WITH BALCONY

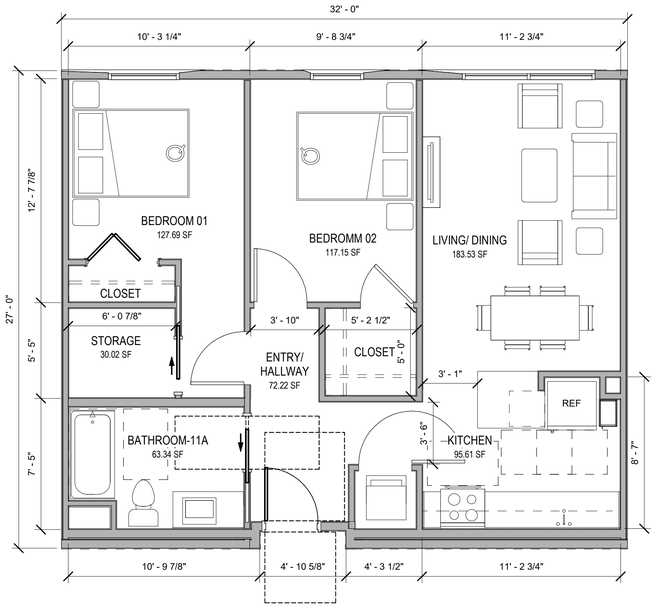
** TOTAL STORAGE SPACE: 212.64 CF (MIN 200 CF)
19.25 SF X 8'-0" FT (MIN CEILING HEIGHT) = 154 CF
7.33 SF X 8'-0" FT (MIN CEILING HEIGHT) = 58.64 CF



2-BEDROOM TYPICAL FLOOR PLAN - MOBILE
11% OF FEDERAL FUNDED UNITS

* WASHER/ DRYER IN ONE NOT STACKED

** TOTAL STORAGE SPACE: 212.64 CF (MIN 200 CF)
19.25 SF X 8'-0" FT (MIN CEILING HEIGHT) = 154 CF
7.33 SF X 8'-0" FT (MIN CEILING HEIGHT) = 58.64 CF



2-BEDROOM TYPICAL FLOOR PLAN - ADAPTABLE

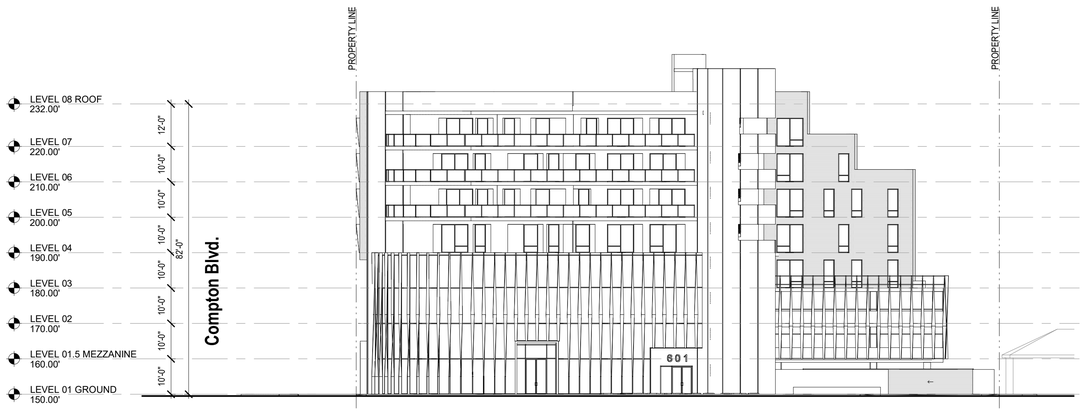
* STACKED WASHER/ DRYER

** TOTAL STORAGE SPACE: 240.16 CF (MIN 200 CF)
30.02 SF X 8'-0" FT (MIN CEILING HEIGHT) = 240.16 CF

Typical Unit Floor Plan

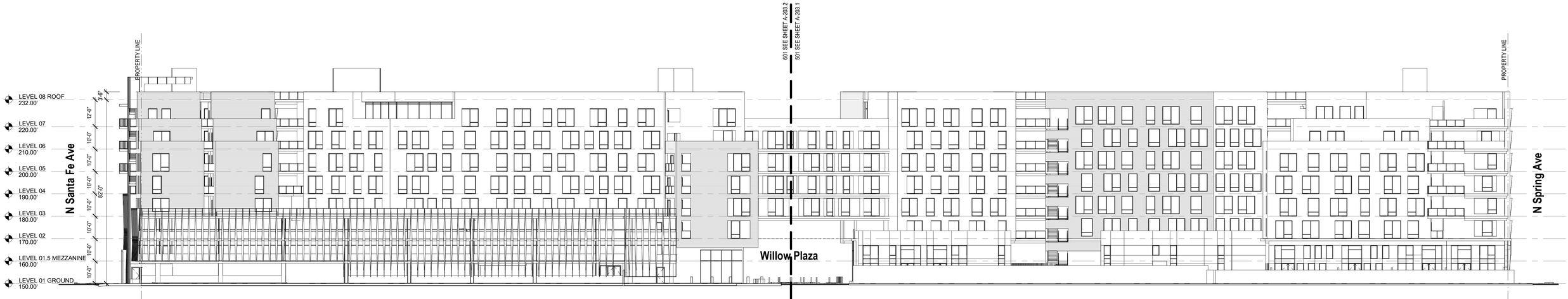
SCALE: 1/4" = 1'-0"

0' 4' 8'



East Elevation
SCALE: 1" = 20'

0' 20' 40'



North Elevation
SCALE: 1" = 20'

0' 20' 40'



West Elevation

SCALE: 1" = 20'

0' 20' 40'



South Elevation

SCALE: 1" = 20'

0' 20' 40'



1 Stucco - Santa Barbara Finish - White

2 Exterior Siding - Trespa, Pura NFC - Mix of Warm Colors

3 Stucco - Santa Barbara Finish - Light Grey

4 Glass Railing - Tempered - Clear

17 Operable Window - Glass - Clear

North Elevation 501

SCALE: 1" = 10'

0' 10' 20'



1. Stucco - Santa Barbara Finish - White
2. Exterior Siding - Trespa, Pura NFC - Mix of Warm Colors
4. Glass Railing - Tempered - Clear
5. Curtain Wall - Glass - Back Painted
6. Sun Screen - Vertical Aluminum Fins - Anodized
7. Storefront - Glass - Clear
17. Operable Window - Glass - Clear

North Elevation 601

SCALE: 1" = 10'

0' 10' 20'



1 Stucco - Santa Barbara Finish - White

2 Exterior Siding - Trespa, Pura NFC - Mix of Warm Colors

4 Glass Railing - Tempered - Clear

7 Storefront - Glass - Clear

8 Concrete - Board Foam- Natural

17 Operable Window - Glass - Clear

South Elevation 501

SCALE: 1" = 10'

0' 10' 20'



1 Stucco - Santa Barbara Finish - White

2 Exterior Siding - Trespa, Pura NFC - Mix of Warm Colors

4 Glass Railing - Tempered - Clear

5 Curtain Wall - Glass - Back Painted

6 Sun Screen - Vertical Aluminum Fins - Anodized

7 Storefront - Glass - Clear

9 Curtain Wall - Glass - Clear

17 Operable Window - Glass - Clear

South Elevation 601

SCALE: 1" = 10'

0' 10' 20'



1 Stucco - Santa Barbara Finish - White
2 Exterior Siding - Trespa, Pura NFC - Mix of Warm Colors
3 Stucco - Santa Barbara Finish - Light Grey
5 Curtain Wall - Glass - Back Painted
6 Sun Screen - Vertical Aluminum Fins - Anodized
9 Curtain Wall - Glass - Clear
10 Planter - Corten Steel - Natural
11 Parking Gate - Wood with Metal Frame
17 Operable Window - Glass - Clear

East Elevation
SCALE: 1" = 10'

0' 10' 20'

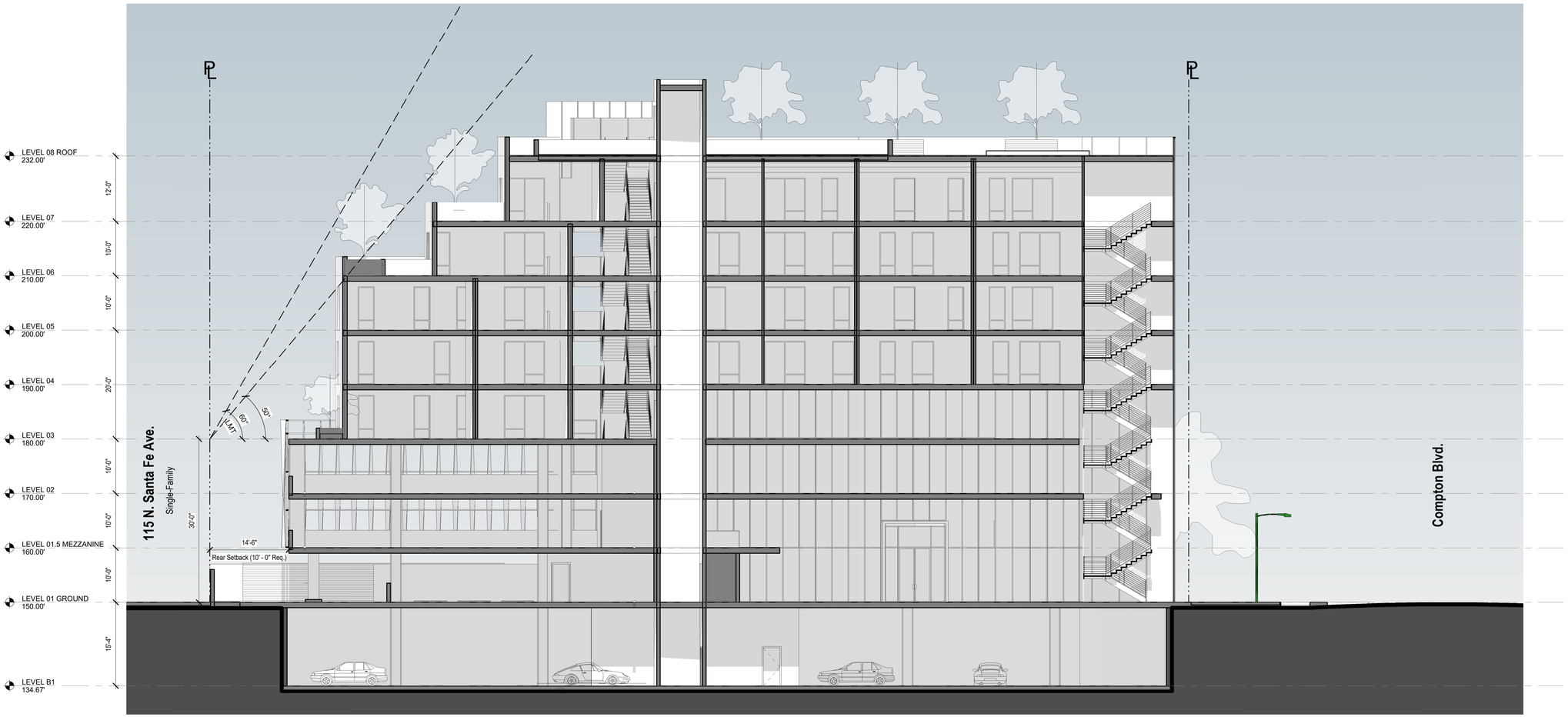


1. Stucco - Santa Barbara Finish - White
2. Exterior Siding - Trespa, Pura NFC - Mix of Warm Colors
4. Glass Railing - Tempered - Clear
7. Storefront - Glass - Clear
8. Concrete - Board Foam- Natural
9. Curtain Wall - Glass - Clear
12. Perforated Panel - Metal - White
13. Green Screen - Metal Mesh
14. Roll-up Door - Wood finish
15. Roll-up Door - Security Metal Grid
16. Fence and Gate - Horizontal Wood Slat
17. Operable Window - Glass - Clear

West Elevation

SCALE: 1" = 10'

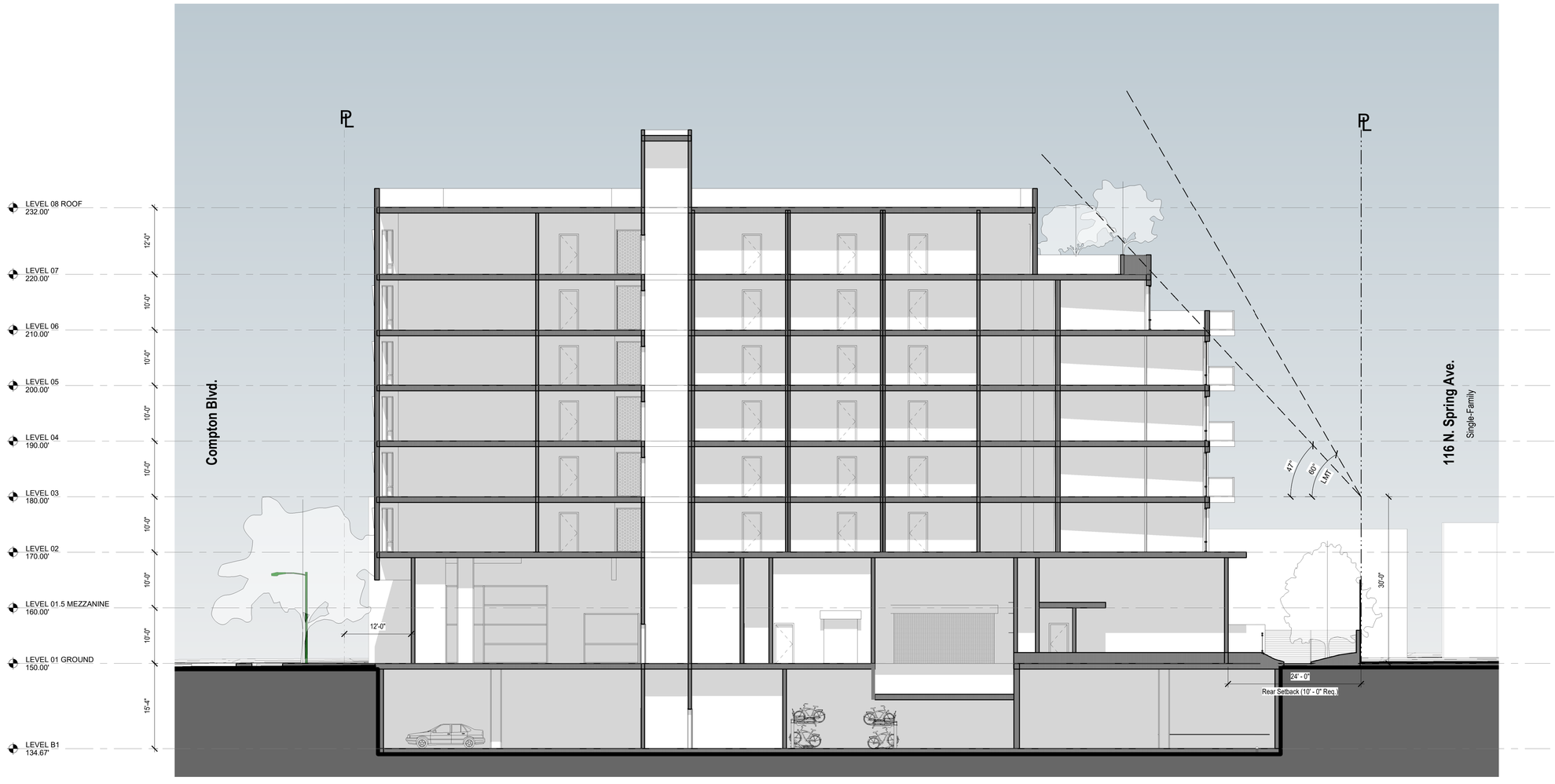
0' 10' 20'



Section East

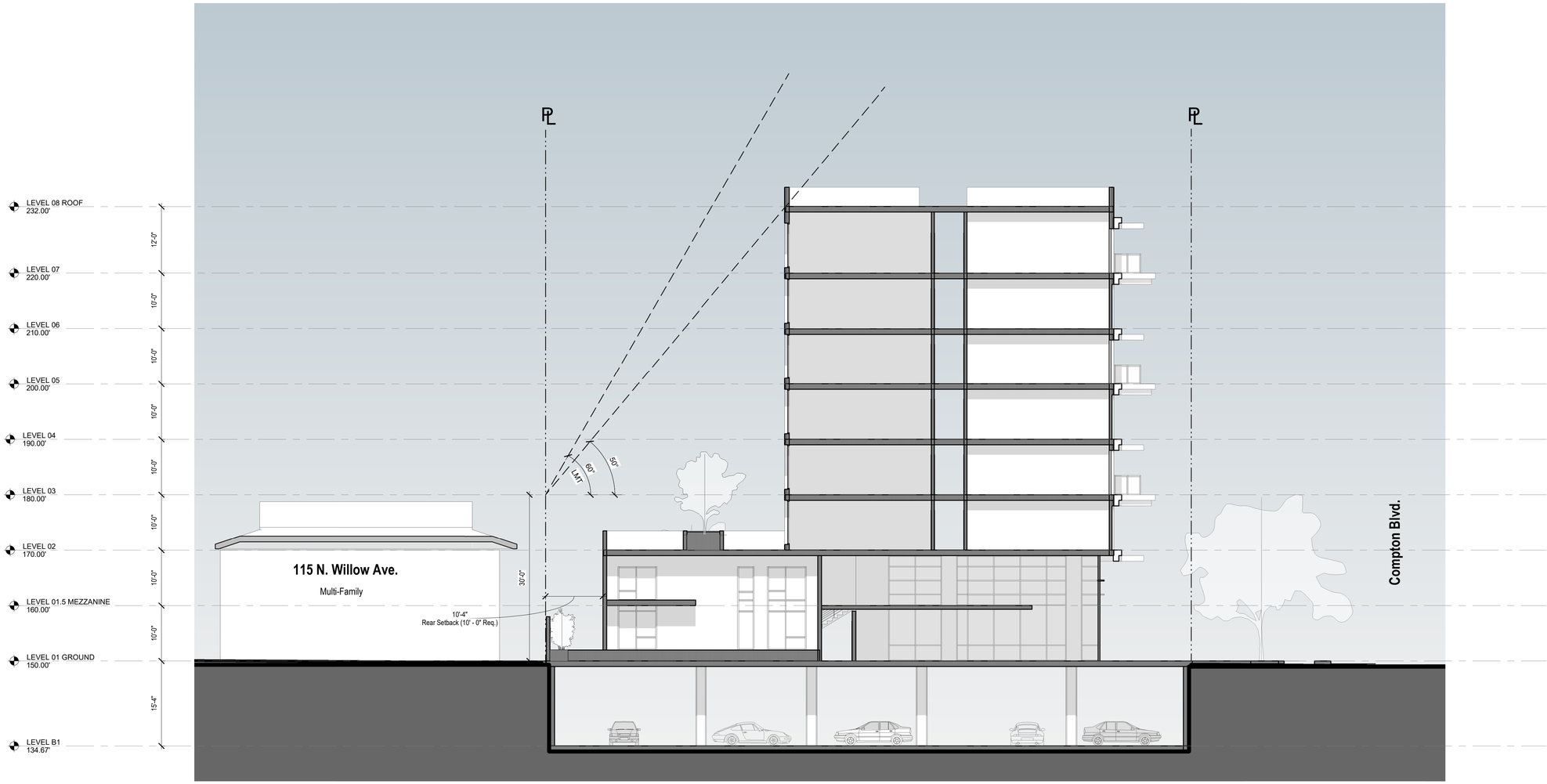
SCALE: 1" = 10'

0' 10' 20'



Section West
SCALE: 1" = 10'

0' 10' 20'



Section Central
SCALE: 1" = 10'

0' 10' 20'

501 and 601 Compton Boulevard Development Project

Project Location: 501-601 E. Compton Blvd., Compton, CA 90221

Council District: 4 – Emma Sharif

Project Description:

The 501 and 601 Compton Boulevard Development Project (project) is a 93,046 square-foot site comprised of eleven parcels in Compton, California in Los Angeles County. The proposed project is a seven-story, 266,792 square-foot mixed-use development comprised of 7,734 square feet of retail/commercial uses, up to 300 residential units (including 20 percent affordable units), a pedestrian plaza (Willow Plaza), the Compton Innovation Hub and Creative Studios, and two parking garages with up to 407 spaces. The building would have a maximum height of 85 feet along Compton Boulevard and lower heights on the north side of the project.

In addition, the project includes the creation of a public pedestrian plaza by closing Willow Avenue to non-emergency vehicular traffic and reconfiguration of E. Compton Boulevard between Alameda Street East and Santa Fe Avenue, from two lanes in each direction to one lane in each direction. The project also includes streetscape improvements and bicycle parking on-site to encourage pedestrian and bicycle travel. The anticipated floor area ratio (FAR) is 2.86.

The project site currently contains four one-story structures that are vacant and partially demolished. All structures on the site would be demolished proposed as part of the proposed project. The project site also includes vacant land and surface parking.

PREPARED FOR:
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

PREPARED BY:
Impact Sciences, Inc.
811 W. 7th Street, Suite 200
Los Angeles, CA 90017

APPLICANT:
KBK Enterprises
239 Fort Pitt Blvd
Pittsburgh, PA 15222

March 2021

Table of Contents

Section		Page
I.	Introduction	I-1
II.	Project Description	II-1
III.	Environmental Checklist and Impact Analysis	III-1
1.	Aesthetics	III-1
2.	Agriculture and Forestry Resources	III-7
3.	Air Quality	III-10
4.	Biological Resources	III-18
5.	Cultural Resources	III-22
6.	Energy	III-25
7.	Geology and Soils	III-27
8.	Greenhouse Gas Emissions	III-35
9.	Hazards and Hazardous Materials	III-38
10.	Hydrology and Water Quality	III-48
11.	Land Use and Planning	III-54
12.	Mineral Resources	III-58
13.	Noise and Vibration	III-59
14.	Population and Housing	III-66
15.	Public Services	III-68
16.	Recreation	III-73
17.	Transportation	III-75
18.	Tribal Cultural Resources	III-80
19.	Utilities and Service Systems	III-82
20.	Wildfire	III-88
	Mandatory Findings of Significance	III-92
IV.	List of Preparers	IV-1

Appendices

Appendix A. Air Quality and GHG Impact Assessment
Appendix B. Construction Calculations
Appendix C. Cultural Resources Assessment Report and Tribal Correspondence
Appendix D. Geotechnical Investigation Report
Appendix E. Phase I and Phase II Environmental Assessment Reports
Appendix F. Noise and Vibration Impact Assessment Report
Appendix G. Transportation Impact Assessment Report
Appendix H. Site Plan and Architectural Renderings

Figures

Figure		Page
1	Regional Location Map	II-5
2	Project Site Map	II-6
3a	Photographs of Existing Site Conditions	II-7
3b	Photographs of Existing Site Conditions	II-8
3c	Photographs of Existing Site Conditions	II-9
4	Aerial View Map and Surrounding Land Uses	II-10
5	Architectural Rendering – View of Project from E. Compton Boulevard	II-11
6	Architectural Rending of Proposed Project	II-12
7	Site Plan – First Floor	II-13

Tables

Table		Page
2.0-1	500 and 600 Block Description of Existing Parcels	II-3
2.0-2	Proposed Project Building Area	II-12
2.0-3	Residential Unit Distribution	II-14
3.0-1	Construction-Related Criteria Pollutant and Precursor Emissions – Maximum Pounds per Day	III-12
3.0-2	Long-Term Operational Emissions – Maximum Pounds per Day	III-13
3.0-3	Localized Significance of Construction Emissions – Maximum Pounds per Day	III-14
3.0-4	Proposed Project Greenhouse Gas Emissions	III-36
3.0-5	Project Consistency with Draft 2030 City of Compton General Plan Elements	III-55
3.0-6	Construction Noise Impacts at Off-Site Sensitive Receptors (without Mitigation)	III-60
3.0-7	Construction Noise Impacts at Off-Site Sensitive Receptors (with Mitigation)	III-61
3.0-8	Vibration Source Levels for Construction Equipment	III-64
3.0-9	Vibration Levels at Off-Site Sensitive Uses from Project Construction – Unmitigated	III-65
3.0-10	Comparison of Project TAZ to Citywide Average	III-77
3.0-11	City of Compton Water Demand Projections Based on Hydrological Conditions (AFY)	III-83
3.0-12	Compton 501 – 601 Projected Wastewater Discharges	III-84

I. INTRODUCTION

The subject of this Initial Study and Mitigated Negative Declaration (IS/MND) is the construction of a seven-story, 266,792 square-foot mixed-use development comprised of 7,734 square feet of retail and commercial uses, up to 300 residential units (including 20 percent affordable units), a pedestrian plaza (Willow Plaza), the Compton Innovation Hub and Creative Studios, and two parking garages with up to 407 spaces, in the City of Compton, California. The project applicant is KBK Enterprises. A full description of the project is contained in Section 2 (Project Description). The City of Compton is the Lead Agency under the California Environmental Quality Act (CEQA).

Project Information

Project Title:	501 and 601 Compton Boulevard
Project Location:	501-601 E. Compton Boulevard Compton, CA 90221
Project Applicant:	KBK Enterprises 239 Fort Pitt Blvd Pittsburgh, PA 15222
Lead Agency:	City of Compton 205 S. Willowbrook Avenue Compton, CA 90220

Organization of Initial Study and Mitigated Negative Declaration

This document consists of both the IS for the project and the MND. This IS/MND is composed of four sections, as follows:

I. Introduction: This section provides introductory information such as the project title, the project applicant, the lead agency for the project, and a background on CEQA.

II. Project Description: This section provides a detailed description of the environmental setting and the project, including project characteristics and environmental review requirements.

III. Environmental Initial Study Checklist and Impact Analysis: This section contains the completed Appendix G Initial Study Checklist. Each environmental issue identified

in the Initial Study Checklist contains an assessment and discussion of impacts associated with each subject area.

IV. Preparers of the IS/MND: This section provides a listing of those involved in the preparation of this document and persons and agencies consulted.

Several technical appendices that contain the project site plans and technical resource reports related to air quality and greenhouse gas emissions, cultural resources, soils and geology, Phase I and II reports, noise and vibration, and transportation are also attached.

Purpose of an Initial Study

An application for the proposed project has been submitted to the City of Compton Community Development Department for discretionary review. The City of Compton, as Lead Agency, has determined that the project is subject to CEQA, and the preparation of an IS is required.

An IS is a preliminary analysis conducted by the Lead Agency, in consultation with other agencies (responsible or trustee agencies, as applicable), to determine whether there is substantial evidence that a project may have a significant effect on the environment. If the IS concludes that the project, with mitigation, may have a significant effect on the environment, an EIR should be prepared; otherwise, the Lead Agency may adopt a Negative Declaration or a MND.

This IS has been prepared in accordance with CEQA (Public Resources Code [PRC] §21000 et seq.) and the State CEQA Guidelines (Title 14, California Code of Regulations, §15000 et seq.). This IS document evaluates potential environmental effects resulting from construction and operation of the proposed project.

The IS determined that the proposed project could cause some potentially significant impacts on the environment but, as shown in the environmental analysis contained in this document, all of the project's potentially significant impacts would be reduced to less than significant levels through the implementation of mitigation measures. Consequently, the analysis contained herein concludes that an MND is the appropriate CEQA clearance documentation for the proposed project.

II. PROJECT DESCRIPTION

1. PROJECT SUMMARY

The 501 and 601 Compton Boulevard Development Project (project) is a 93,046 square-foot site comprised of eleven parcels in Compton, California in Los Angeles County. The proposed project is a seven-story, 266,792 square-foot mixed-use development comprised of 7,734 square feet of retail/commercial uses, up to 300 residential units (including 20 percent affordable units), a pedestrian plaza (Willow Plaza), the Compton Innovation Hub and Creative Studios, and two parking garages with up to 407 spaces. The building would have a maximum height of 85 feet along Compton Boulevard and lower heights on the south side of the project.

In addition, the project includes the creation of a public pedestrian plaza by closing Willow Avenue to non-emergency vehicular traffic and reconfiguration of E. Compton Boulevard between Alameda Street East and Santa Fe Avenue, from two lanes in each direction to one lane in each direction. The project also includes streetscape improvements and bicycle parking on-site to encourage pedestrian and bicycle travel. The anticipated floor area ratio (FAR) is 2.86.

The project site currently contains four one-story structures that are vacant and partially demolished. All structures on the site would be demolished proposed as part of the proposed project. The project site also includes vacant land and surface parking.

2. ENVIRONMENTAL SETTING

Project Location

The site is located in Compton, California in Los Angeles County at 501, 515, 517, 535, 545, 601, 607, and 625 E. Compton Boulevard; 112 N. Willow Avenue; and 107 N. Santa Fe Avenue (see **Figure 1: Regional Location Map and Figure 2: Project Site Map**). The site is bound to the south by E. Compton Boulevard, to the west by N. Spring Avenue, to the north by low- and medium-density residential units, and to the east by N. Santa Fe Avenue. The site is identified by the Assessor's Parcel Numbers (APNs) 6166-022-900, 6166-022-901, 6166-022-902, 6166-022-903, 6166-022-904, 6166-022-905, 6166-023-900, 6166-023-901, 6166-023-902, 6166-023-903, and 6166-023-904.

Regional access to the project site is provided by State Route 91 (Artesia Freeway West) 1.8 miles to the south, Interstate 105 (Glenn Anderson Freeway East) 2.4 miles to the north, Interstate 110 (Harbor Freeway South) 3.9 miles to the west, and Interstate 710 (Long Beach Freeway South) 1.7 miles to the east.

Major arterials that provide access to the project site include E. Compton Boulevard directly to the south, Santa Fe Avenue directly east, and Alameda Street to the west.

Transit facilities operated by the Los Angeles County Metropolitan Transportation Authority (Metro) in the vicinity of the project site include the Compton & Willow bus stop for Metro Bus Lines 60, 125, 127, and 128 located 0.04 mile from the site. Along Compton Boulevard between Alameda Street and Santa Fe Avenue, there are three bus stops in the westbound direction and three bus stops in the eastbound direction. In addition, there is a bus stop in the northbound direction along Santa Fe Avenue north of Compton Boulevard. In addition to bus service, the project site is located approximately 0.42 miles from the Metro A Line (Blue) Compton Station, which provides light-rail service to Downtown Los Angeles and Downtown Long Beach.

Per Section 21099 (d)(1) and (a) of the State of California Public Resources Code (PRC), the site is within a designated Transit Priority Area (TPA). A TPA is defined as an area within one-half mile of a major transit stop that exists or is planned. Section 21064.3 of the PRC defines a "major transit stop" as a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. The proposed project meets the PRC §21099(a) definition of an 'Employment Center' project: a project located on property zoned for commercial uses with a floor area ratio of no less than 0.75 and that is located within a transit priority area. As such, the project is located within a TPA as defined by the Southern California Association of Government (SCAG), as part of SCAG's 2020 RTP SCS, adopted September 2020.

Existing Conditions

The 93,046 square-foot project site is comprised of eleven parcels, as described below in **Table 2.0-1, 500 and 600 Block Description of Existing Parcels.** The 501 block refers to the western block between Spring Avenue and Willow Avenue, and the 601 block refers to the eastern block between N. Willow Avenue and N. Santa Fe Avenue.

Table 2.0-1
500 and 600 Block Description of Existing Parcels

Parcel #	APN	Location	Existing Use Description	Size
500 Block				
1	6166-022-900	515 E. Compton Blvd.	"T" shaped parcel with a concrete foundation and slab of a former building located on the southern portion of the property. Asphalt parking is located on the northern portion of the property.	13,994 SF
2	6166-022-901	501 E. Compton Blvd.	Rectangular parcel with the foundation of a former building that covers much of the property. The property is lined in concrete along the northern side.	6,388 SF
3	6166-022-902	517 E. Compton Blvd.	Rectangular parcel of vacant land.	1,966 SF
4	6166-022-903	535 E. Compton Blvd.	Rectangular parcel of vacant land.	6,212 SF
5	6166-022-904	545 E. Compton Blvd.	Rectangular parcel which consists of a 4,500 square foot one-story commercial structure. The northeastern portion of the property is an asphalt driveway.	4,978 SF
6	6166-022-905	No Address	Rectangular parcel of vacant land.	9,186 SF
600 Block				
7	6166-023-900	112 N. Willow Ave.	Rectangular parcel consisting of an asphalt parking lot.	8,740 SF
8	6166-023-901	601 E. Compton Blvd.	Rectangular parcel with a 3,000 square foot single story commercial structure on the southern portion of the property and asphalt parking on the north portion of the property.	5,783 SF
9	6166-023-902	607 E. Compton Blvd.	Rectangular parcel with a 2,700 square foot single story commercial structure on the southern portion of the property and asphalt parking on the north portion of the property.	5,806 SF
10	6166-023-903	107 N. Santa Fe Ave.	Parcel with the foundation of a former structure on the south mid portion of the property with asphalt parking along the north and south portions of the property.	20,473 SF
11	6166-023-904	625 E. Compton Blvd.	Rectangular parcel with an approximately 1,800 square foot commercial structure located on the southwest portion of the property and asphalt parking on the north and east portions of the property.	9,520 SF
			Total	**93,046 SF**

Source: Los Angeles County Assessor Portal 2020
APN = Assessor Parcel Number; SF = square feet

The project site consists of four partially demolished one-story commercial structures interspersed with highly disturbed vacant land primarily covered by concrete and asphalt parking (see **Figure 3: Photographs of Existing Site Conditions**). Previously, the project site was developed with commercial

structures and associated surface parking. Currently, the buildings on the site are vacant and not in use. Vegetation on the project site is limited to ruderal (weedy) undergrowth and three street trees along E. Compton Boulevard. The three trees are common, ornamental/non-native species (Indian Laurel Fig, *Ficus microcarpa 'Nitida' sp.*) and are not protected species.

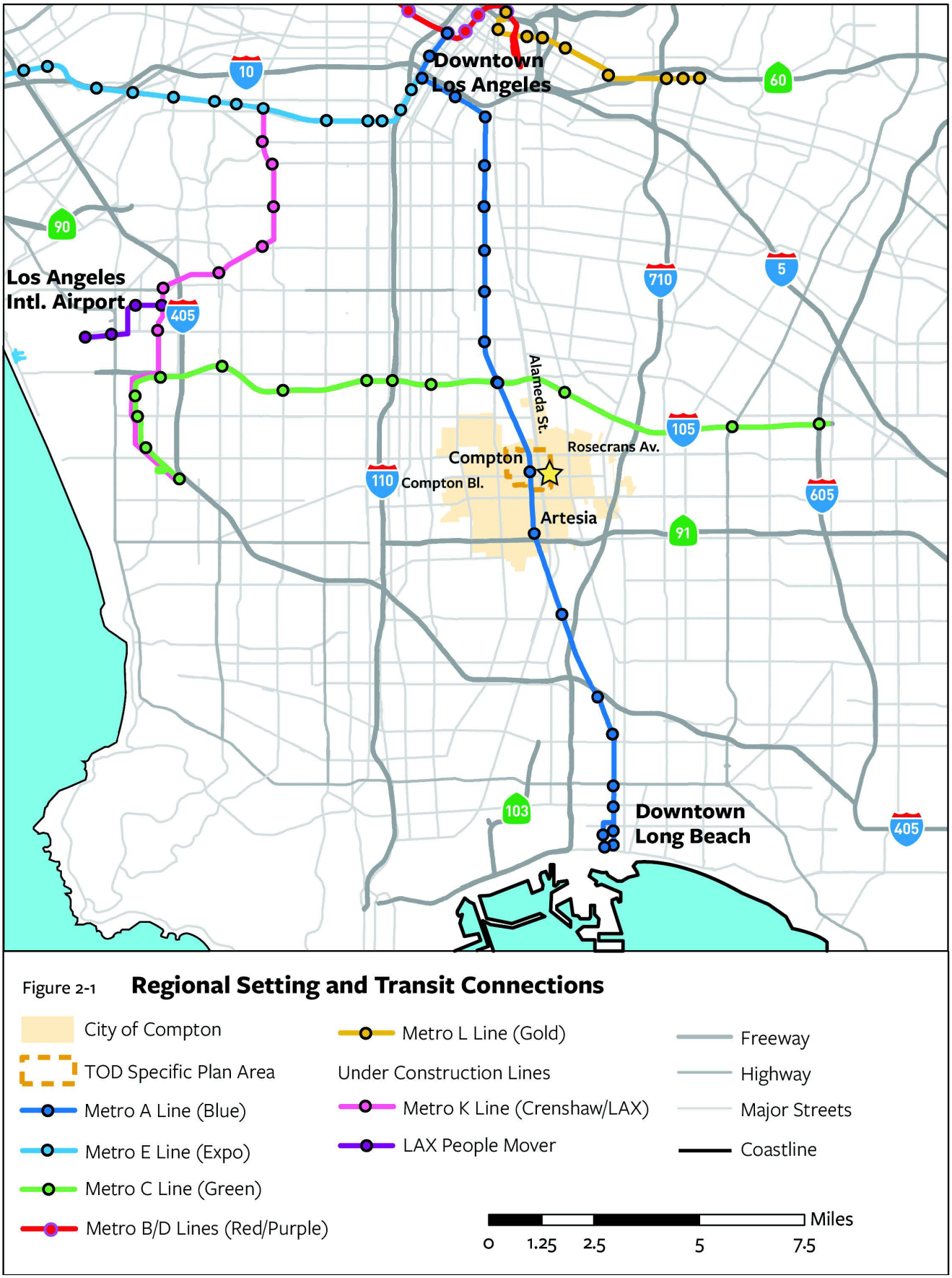
Per the City of Compton 2030 General Plan Map, the site falls under the General Commercial Land Use Designation. Per the City of Compton Zoning Map, the site is zoned as CL Zone – Limited Commercial. This use provides for general retail and service commercial uses. However, with approval of the project's entitlements, which includes a General Plan Amendment and Zone Change, the site will be zoned consist with the General Plan Amendment that will be adopted at the time of approval of this project.

The City of Compton is preparing a Transit Oriented Development Specific Plan to transform the Compton Transit Station area into a vibrant mixed-use village with access to enhanced public spaces. The Specific Plan proposes to designate this site as being located within the Historic Core (between Alameda and Santa Fe). This project, if approved, is expected to serve as a major destination and centerpiece within Downtown Compton.

Surrounding Land Uses

The project site is surrounded predominantly by urban commercial; parking; and low, medium, and high-density residential land uses (see **Figure 4, Aerial View Map and Surrounding Land Uses**). Specifically, surrounding land uses include:

- **North:** Directly north of the project site are low to medium density residential land uses and parking.
- **South:** The area directly across Compton Boulevard is designated General Commercial followed by low to medium density residential uses further south. Commercial facilities exist to the south including a funeral home, fast food restaurant, medical office, and telecommunications facility. The Lifeline Education Charter School is located approximately 600 feet south of the project site.
- **East:** East of the project site are primarily General Commercial designations along Compton Boulevard behind which low to medium density residential uses occur. The Kingdom Hall of Jehovah's Witnesses and the Salvation Army Social Services Building are located east of the project site along Santa Fe Avenue.
- **West:** West of the project site are primarily General Commercial designations along Compton Boulevard behind which low to medium density residential uses occur. There is an open space/park area two blocks west (Wilson Park – Compton Skate Park). The Compton Renaissance and Towne Center shopping center are located approximately 1,200 feet west of the project site and include big box retailers and restaurants.



SOURCE: City of Compton, 2020

FIGURE **1**

IMPACT SCIENCES

Regional Location Map

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SOURCE: Google Earth, 2020

FIGURE **2**

IMPACT SCIENCES

Project Site Map



500 Block Compton Blvd.: Corner of E. Compton Blvd. and N. Spring Ave.



500 Block Compton Blvd.: Image between N. Spring Ave. and N. Willow Ave.



500 Block Compton Blvd.: Corner of N. Willow Ave. and E. Compton Blvd.

SOURCE: Impact Sciences, 2020

FIGURE **3a**

IMPACT SCIENCES

Photographs of Existing Site Conditions

1335.002•12/20



600 Block Compton Blvd.: Corner of N. Willow Ave. and E. Compton Blvd.



600 Block Compton Blvd.: Image between N. Willow Ave. and N. Santa Fe Ave.



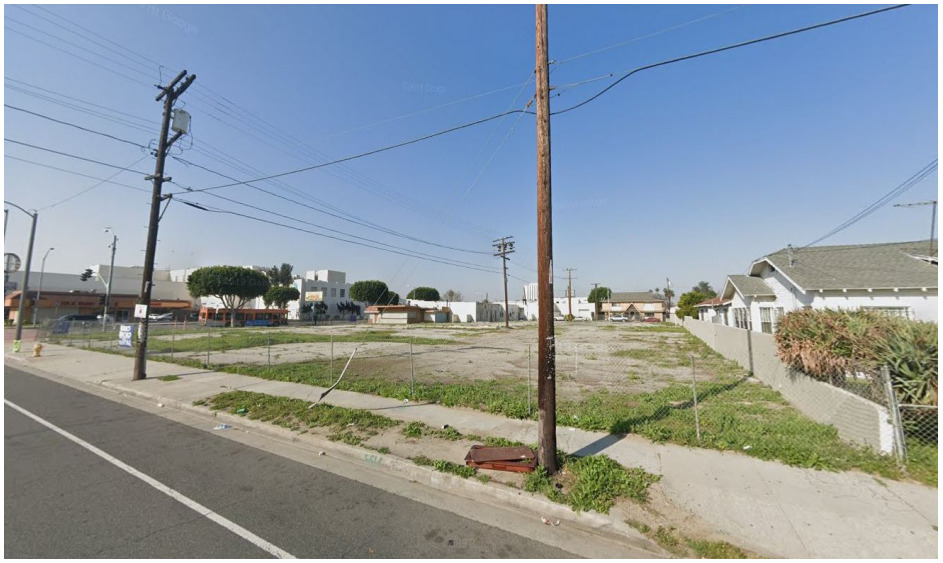
600 Block Compton Blvd.: Corner of N. Santa Fe Ave. and E. Compton Blvd.

SOURCE: Impact Sciences, 2020

FIGURE **3b**

IMPACT SCIENCES

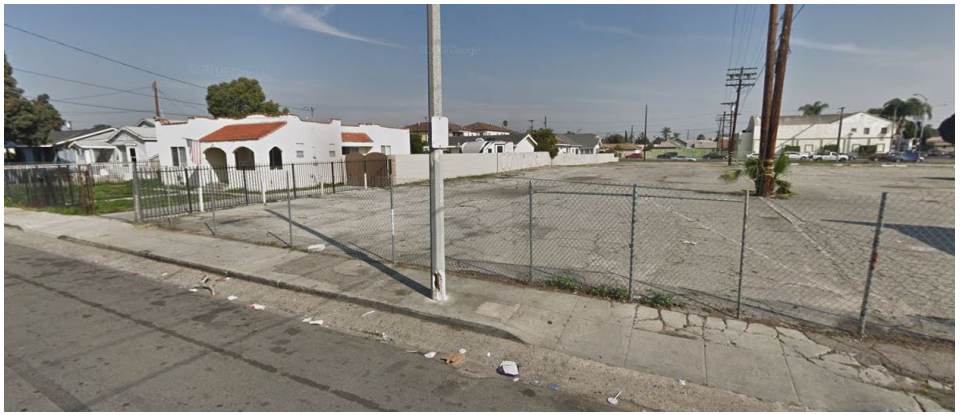
Photographs of Existing Site Conditions



N. Santa Fe Ave.: Project Property Boundary and Transition into residential neighborhood.



N. Willow Ave.: Project Property Boundary and Transition into residential neighborhood on 500 Block.



N. Willow Ave.: Project Property Boundary and Transition into residential neighborhood on 600 Block.



N. Spring Ave.: Project Property Boundary and Transition into neighborhood on 500 Block.

SOURCE: Impact Sciences, 2020

FIGURE 3c

IMPACT SCIENCES

Photographs of Existing Site Conditions

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SOURCE: ESRI, 2020

FIGURE **4**

IMPACT SCIENCES

Aerial View Map and Surrounding Land Uses

1335.002•12/20



SOURCE: GGLO, 2020

FIGURE 5

IMPACT SCIENCES

Architectural Rendering - View of Project from E. Compton Boulevard

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SOURCE: GGLO, 2020

FIGURE 6

IMPACT SCIENCES

Architectural Rendering of Proposed Project

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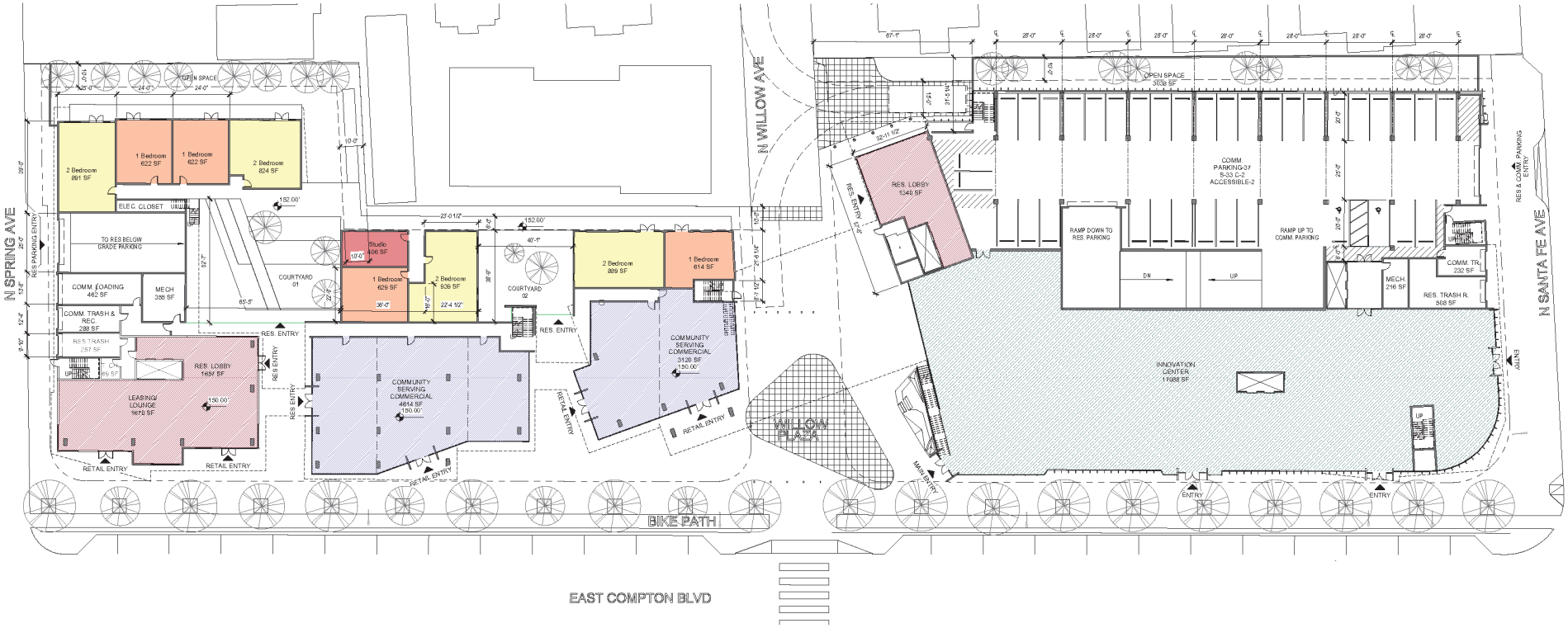

SOURCE: GGLO, 2020

FIGURE 7

Site Plan - First Floor

IMPACT SCIENCES

1335.002•12/20

3. DESCRIPTION OF PROJECT

The project consists of the development of a seven-story, 266,792-square-foot mixed-use development comprised of 7,734 square feet of retail uses, up to 300 residential units, a pedestrian plaza (Willow Plaza), and the Compton Innovation Hub and Creative Studios (see **Figure 5: Architectural Rendering – View of Project from E. Compton Boulevard** and **Figure 6: Architectural Rending of Proposed Project**). The building would have a maximum height of 85 feet along Compton Boulevard and lower heights on the south side of the project.

In addition, the project includes the creation of a public pedestrian plaza by closing Willow Avenue to non-emergency vehicular traffic and reconfiguration of E. Compton Boulevard between Alameda Street East and Santa Fe Avenue, from two lanes in each direction to one lane in each direction (see **Figure 7: Site Plan – First Floor)**. The project also includes streetscape improvements and bicycle parking on-site to encourage pedestrian and bicycle travel. The anticipated FAR is 2.86.

The project site currently contains four one-story structures that are vacant and partially demolished. All structures on the site would be demolished proposed as part of the proposed project. The project site also includes vacant land and surface parking. The overall building area is presented in **Table 2.0-2** below.

Table 2.0-2
Proposed Project Building Area

Program Type	Building Area
Residential	206,960 sf
Residential Amenities/Services	6,126 sf
Community Serving Commercial	7,734 sf
Innovation Hub and Creative Studios/Commercial	44,787 sf
Commercial Service Spaces	1,185 sf
Total Building	**266,792 sf**
Total Site Area	**93,046 sf**

Project Components, Design, and Architectural Features

Compton Innovation Hub and Creative Studios

The Compton Innovation Hub (Hub) and Creative Studios will provide learning labs, co-working and product development labs, studios, and recreational space for artists, writers, musicians, designers, and

technology developers. The Hub would be approximately 44,787 square feet, located on four floors on the southeast portion of the site. The primary entrance would be from Willow Plaza at the current corner of Willow Avenue and Compton Boulevard. The design features tall open spaces with mezzanines and partial upper floors, following industry standard coworking space designs.

Building program elements on each floor are envisioned to include:

- **Ground Floor:** The ground floor would serve as a flex space and provide technology components that enable networking events, presentations, small screenings, live performances, collaborative discussions, and informal meetings. The area would also include an informational/check-in booth and may include the Hub's cafeteria.

- **Second Floor:** The second floor would feature learning laboratories, audio and visual production and control facilities, cinema stage, conference/ collaboration rooms, quiet space/ flex working room, recreational/co-working flex area, green rooms, entrepreneurial product development laboratories, compact commercial kitchen space, and coffee bar.

- **Third Floor:** The third floor would feature an exterior deck, exterior working area, flex space equipped for event activations, screenings, networking, and wellness activities. The area would also provide space for ancillary storage and technology units.

- **Fourth Floor:** A small top floor is also connected to an exterior deck and may house the Hub's cafeteria.

The exterior of the Hub would be a unique collection of outdoor spaces connected with a series of staircases and trees planted on each level. A mixture of softscape and hardscape would balance space for people with space for vegetation providing shade, urban heat island reduction, and reduction of runoff and provide spaces for outdoor working, meetings, and socializing.

Willow Plaza

A public pedestrian plaza would be created by vacating Willow Avenue to non-emergency vehicular traffic. As proposed, the building would serve as a bridge over the central/northern section of Willow Plaza, linking residents on both sides of the Willow Avenue with amenities on the opposite side and dividing the more active front side of the building from the residential north side. Vehicles using Willow Avenue will be provided with a hammerhead turnaround at the northern edge of the property, and the portion that is under the bridge would be well lit to provide a safe pathway for residents. The building would be approximately 25 to 30 feet above the plaza. The floor of the plaza may include public art or small performances. The western portion of the plaza would include retail-adjacent areas for outdoor dining, tree planting, and public art.

Public pedestrian access would be available through the plaza at all times of the day but there would be no public vehicular access. Removable bollards would be installed to permit vehicles to enter or go through the plaza for temporary or emergency uses.

Retail Uses

Two spaces for commercial retail uses are proposed, both fronting on the western side of Willow Plaza, facing Compton Boulevard on the block between Spring Avenue and Willow Avenue. These spaces total 7,734 square feet and may be used for a variety of commercial retail uses, including food services. Spaces apt for outdoor dining are provisioned between the retail uses and the public sidewalk.

Residential Uses

The project includes up to 300 residential units, including 60 (20 percent) affordable units to low-income families making 80% of the area median income. The income level of the affordable units is not yet determined, and the project applicant and City of Compton are exploring funding sources to be able to provide deeper affordability for those units. **Table 2.0-3** illustrates the residential unit distribution of the project.

Table 2.0-3
Residential Unit Distribution

Unit Size	Share of Total Units	Total Units	Average Size	Total
Studio	21%	64	430 sf	27,520 sf
1 bedroom	33%	98	620 sf	60,760 sf
2 bedrooms	46%	138	860 sf	118,680 sf
Total	100%	300		206,960 sf

Open Space and Landscaping

The project would provide 13,000 square feet of public open space; 5,850 square feet of private open space; and 19,350 square feet of common residential open spaces, which is equivalent to 127 square feet per unit. Common residential open spaces include ground-floor courtyards on the western block, a pool area on the third floor, reading nooks and other intimate spaces on the third floor, a roof deck on the fifth floor in the northwest corner of the building, and a roof deck on the seventh floor. Overall, the project would provide 38,200 square feet of open space, including public, private, and common spaces.

Vegetative plantings would consist of screening, accent, and decorative trees, shrubs, vines, and grasses, including California Sagebrush, Cup of Gold Vine, Spider Plant, Artichoke Agave, Red Fountain Grass, Black Sage, Fruitless Olive Tree, and other accent trees, plants, underplanting, and grasses. Street tree plantings would include *Platanus acerifolia 'Columbia'* (London Plane Tree) due to its similarities to the California Sycamore. *Platanus acerifolia 'Columbia'* was also chosen due to its thick canopy, providing shade from spring to fall, and its deciduous nature allows sun in winter as well as color changing foliage in fall.

Access, Circulation, and Parking

The proposed project would reconfigure E. Compton Boulevard within the vicinity of the site to include reduced travel lanes along E. Compton Boulevard between Alameda Street East and Santa Fe Avenue, from two lanes in each direction to one lane in each direction. In addition, this configuration includes curb extensions and two new mid-block crosswalks across Compton Boulevard. The project includes the creation of a public pedestrian plaza by closing Willow Avenue to non-emergency vehicular traffic.

Twenty-four-hour pedestrian public access would be available along all sidewalks, including the connection between Compton Boulevard and Willow Avenue. Willow Plaza would be restricted to public access at night for safety. The Innovation Hub, retail, and residential components of the development, however, would all be separated in regard to public access. Entrances into the residential area, apart from the lobbies, would have access controlled through gates or other mechanisms.

The project would provide space for up to 407 vehicles. Commercial parking (retail and Innovation Hub) would be located in a small above-grade garage on the first three levels of the building in the northern portion of the 601 block of E. Compton Boulevard. Assembly uses would not be approved without a variance or accommodation of additional parking. This garage includes 111 parking spaces and is accessed from Santa Fe Avenue. Residential parking is in a below-grade garage with room for 296 vehicles with use of parking lifts. The project will use a multilevel automatic puzzle lift system to accommodate the maximum number of cars within the garage. These types of systems are intended be self-operated by residents and/or employees of the building. The garage is located below Willow Plaza and covers both blocks in one level that will be approximately 15 feet deep. At a minimum, the project would provide 41 dual-port electric vehicle charging stations.

The project would implement streetscape improvements and provide bicycle parking on-site to encourage pedestrian and bicycle travel. There would be 390 total long-term bicycle parking spaces and 15 short-term spaces provided within the two proposed parking garage structures and at street level. The bicycle lane would be moved from its current Class II configuration to a semi-raised Class IV cycle track

protected from traffic by parked vehicles and a buffer. The cycle track will be 5.5 feet wide and will be separated from the parking lane by a 3-foot buffer, leaving sufficient space for car passengers to comfortably exit the passenger side door without blocking the cycle track. The sidewalk width would increase from 8.5 feet to 16.5 feet on each side of the street. On-street parking will remain and be interspersed with intermittent loading zones. Bus stops would be consolidated into one at Alameda Street and one at Santa Fe Avenue in each direction, and these stops would be upgraded with shelters and seating.

Security and Lighting

The development would provide comprehensive, downward-directed lighting along all project edges and in all public spaces to ensure a safe environment while avoiding direct light pollution on neighboring properties. A six-foot solid masonry wall would divide the project from the northern neighboring properties, and trees would be planted on much of the project's property line.

Sustainability Features

CALGreen Building Code

The 2016 California Green Building Standards Code, referred to as CALGreen, became effective on January 1, 2017. CALGreen sets minimum standards that all new structures must meet to significantly minimize the state's overall carbon output. Local jurisdictions retain the administrative authority to exceed the new CALGreen standards. The CALGreen Standards are set forth in Part 11 of Title 24 of the California Code of Regulations.

CALGreen requires that new buildings reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant emitting finish materials. CALGreen's mandatory measures establish a minimum for green construction practices and incorporate environmentally responsible buildings into the everyday fabric of California cities without significantly driving up construction costs.

CALGreen also has more stringent, voluntary provisions that have been placed in the appendix for optional use. Some key mandatory measures for commercial occupancies include specified parking for clean air vehicles, a 20 percent reduction of potable water use within buildings, a 50 percent construction waste diversion from landfills, use of building finish materials that emit low levels of volatile organic compounds, and commissioning for new, nonresidential buildings over 10,000 square feet.

Key optional measures are included in a two-tiered system designed to allow jurisdictions to adopt codes that go beyond the State mandatory provisions. The non-residential tiers include increased reduction in energy usage by 15 or 30 percent and increased reduction in potable water use, parking for clean air vehicles, cool roofs, construction waste diversion, use of recycled materials, and use of low-emitting resilient flooring and thermal insulation.

CALGreen addresses the critical issue of compliance verification by utilizing the existing building code enforcement infrastructure. The mandatory CALGreen measures would be inspected and verified by local building departments, in this case the City of Compton Department of Building and Safety, using special inspectors as they determine necessary.

The project would be designed to meet the latest in California/Uniform building codes, Title 24, and CALGreen. Each of the units would maximize the indoor environmental quality with the inclusion of ENERGY STAR(®) air conditioning with fresh air intake, natural cross ventilation, exhausting kitchen hood and fans, no VOC paints, natural flooring, and formaldehyde free cabinetry, counters, and shelving. All bathroom and plumbing fixtures would be water-conserving fixtures. Overall energy efficiency would be maximized with ENERGY STAR rated appliances, advanced lighting, dual glazed windows with low-e coating, and energy efficient thermal building envelope.

In accordance with new CALGreen requirements, the project would include the required 15 percent of the total roof areas as solar-ready, with thermal hot water panels and collectors as part of the base building design. In addition, the parking garage would include a minimum of 10 percent of the parking spaces with dual-port electric vehicle charging stations.

Anticipated Construction Schedule

Grading and construction of the proposed project is anticipated to begin in November 2022 with project completion estimated by January 2025; some construction activities would take place concurrently. A complete list of the construction machinery and equipment needed for demolition and construction is provided in Appendix B. Any required radar surveys, soil sampling, groundwater sampling, and PFAS testing would be conducted prior to proposed construction. The proposed construction sequence is anticipated as follows:

- Demolition: 1.5 months
- Grading and Site Preparation: 8.5 months
- Paving: 6 months

- General Construction: 13 months, including,
    - concrete footings
    - foundations
    - garage slab
    - wood framing
    - Sheathing, insulation, and flashing
    - Roofing
    - Windows and openings
    - Exterior finish materials
    - Interior utility distribution
    - Interior partitions
- Finishes, painting, fixtures, and casework: 4 months
- Site work and landscaping: 1 month

The project would require the net export of up 18,406 cubic yards of earthwork from the site. The project would require a haul route permit, subject to the approval of the City of Compton Department of Building and Safety. The likely haul route for the project would utilize E. Compton Boulevard to an approved truck route on either N. Alameda Street or N. Santa Fe Avenue. It is anticipated that construction worker parking and building material laydown during construction of the project would take place on the project site. Construction would occur Monday through Friday, between the hours of 7:00 AM and 4:00 PM.

4. REQUESTED PERMITS AND APPROVALS

Discretionary entitlements, reviews, and approvals required for implementation of the project would include, but would not necessarily be limited to, the following:

- **Site Plan Review**
- **Change of Zone**

- **General Plan Amendment**
- **Street Vacation**
- **Certification of an Initial Study / Mitigated Negative Declaration,** pursuant to the CEQA; and
- Other discretionary and ministerial permits and approvals that may be deemed necessary, including, but not limited to, temporary street closure permits, grading permits, haul route permits, storm water discharge permits, excavation permits, grading permits, foundation permits, building permits, exterior approvals, permits for driveway curb cuts, installation and hookup approvals for public utilities, landscaping approvals, and sign permits.

III. ENVIRONMENTAL CHECKLIST & IMPACT ANALYSIS

INTRODUCTION

This section of the Initial Study/Mitigated Negative Declaration (IS/MND) contains an assessment and discussion of impacts associated with each environmental issue and subject area identified in the Initial Study Checklist. The thresholds of significance are based on Appendix G of the *State CEQA Guidelines*.

IMPACT ANALYSIS

1. AESTHETICS

Senate Bill (SB) 743 [Public Resources Code (PRC) § 21099(d)] sets forth guidelines for evaluating project transportation impacts under CEQA, as follows: "Aesthetic and parking impacts of a residential, mixed-use residential, or employment center project on an infill site within a transit priority area (TPA) shall not be considered significant impacts on the environment." This exemption was enacted as part of SB 743 "to further the Legislature's strategy of encouraging transit-oriented, infill development consistent with the goal of reducing greenhouse gases announced in [SB 375]."

PRC § 21099 defines a "transit priority area" as an area within 0.5 mile of a major transit stop that is "existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program adopted pursuant to Section 450.216 or 450.322 of Title 23 of the Code of Federal Regulations." PRC § 21064.3 defines "major transit stop" as "a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods." The site is located approximately 0.42 mile east of Metro's Compton Station and the Compton & Willow bus stop for Metro Bus Lines 60, 125, 127, and 128 are located 0.04 mile from the project.

PRC § 21099 defines an "employment center project" as "a project located on property zoned for commercial uses with a floor area ratio of no less than 0.75 and that is located within a transit priority area. PRC § 21099 defines an "infill site" as a lot located within an urban area that has been previously developed, or on a vacant site where at least 75 percent of the perimeter of the site adjoins or is separated only by an improved public right-of-way from, parcels that are developed with qualified urban uses.

The proposed project is within a TPA and is considered an "employment center project." PRC § 21099 applies to the proposed project; therefore, the proposed project is exempt from aesthetic impacts. The analysis in this initial study is provided for informational purposes only and is not intended to result in a

determination of whether the proposed project would result in significant impacts to the environment. Any aesthetic impact analysis in this initial study is included to discuss what potential aesthetic impacts would occur from the proposed project if PRC § 21099(d) was not in effect. Nothing in the aesthetic impact discussion in this initial study shall trigger the need for any CEQA findings, CEQA analysis, or CEQA mitigation measures.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c. Substantially degrade the existing visual character or quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Impact Analysis:

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant. For purposes of CEQA, it is important to distinguish between public and private views. Private views are views seen from privately owned land and are typically viewed by individual viewers, including views from private residences.

Public views are those experienced by the collective public. These include views of significant landscape features such the Pacific Ocean or mountain ranges, as seen from public viewing spaces, not privately owned properties. The analysis below addresses public views and not private views since obstruction of private views is not generally regarded as a significant environmental impact. (See *Citizens for Responsible and Open Government v. City of Grand Terrace* [2008]; *Mira Mar Mobile Community v. City of Oceanside* [2004]). CEQA (§ 21000 *et seq.*) case law has established that protection of public views is generally emphasized.

The proposed project is in the City of Compton in an urbanized, commercial neighborhood. The aesthetic character of the site is generally non-uniform and defined predominantly by low-rise residential and commercial development interspersed with hardscaping and streetscaping (utility poles, streetlamps etc.).

The proposed mixed-use building would be approximately 85 feet in height (7-stories), which would represent an increase in building height at the project site, as well as compared to the surrounding structures which are generally 1 to 2-stories high. Scenic views are typically defined as those that provide expansive views of a highly valued landscape for the benefit of the public. Large sweeping scenic vistas are not available in the project vicinity largely due to the urbanized nature of the site and surrounding area. Further, the project site is currently developed with structures and as a result, does not offer views to any scenic vistas, nor would the change in use on the site impede any existing views, as none are currently available. Therefore, the proposed project would not impact a scenic vista. Additionally, pursuant to PRC § 21099(d), the project would result in no impact to aesthetics, including scenic vistas.

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

No Impact. The State Scenic Highways Program is designed to protect and enhance the natural scenic beauty of California highways and adjacent corridors through special conservation treatment. The project site is not located near any designated or eligible state scenic highways per the State of California Department of Transportation. [1]

Although the Compton General Plan[2] lists several scenic roadway corridors which were highlighted for improvement by the City through design guidelines and regulations, public investment, and private incentives under the 1998 Corridor Improvement Plan, none meet the definition of State Scenic Highways.

As the proposed project is not within the vicinity of any state scenic highways, the project would not substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway, as none of these resources exist on or near the

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1 California Department of Transportation. *State Scenic Highway Program 2020*. Available online at: https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways

2 City of Compton 2030 General Plan. Available online at: http://www.comptoncity.org/civicax/filebank/blobdload.aspx?BlobID=24243

project site. Pursuant to PRC §21099(d), the proposed project would result in no impact on aesthetics, including scenic highways.

c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant. As the proposed project is in an urbanized area, the analysis focuses on whether the project would conflict with applicable zoning and other regulations governing scenic quality.

Policies in the Compton 2030 General Plan have been adopted for the purpose of avoiding or mitigating aesthetic impacts from development projects. Development projects in the City of Compton, including this project, would be subject to the aesthetic policies in the General Plan Urban Design Element. Specifically, the proposed project would implement Urban Design Element Policy 2.1 to develop specific plans with design and development guidelines that create pedestrian-oriented developments. Furthermore, the proposed project would implement Urban Design Element Policy 3.3 by adopting new plans to facilitate revitalization. Chapter 30-19.7 (*Procedures*) of the CMC establishes procedures for review of development in the City. Architectural Review Board approval is required on all new construction of single/multi-family residential, commercial, industrial, and institutional projects and all projects referred by the City Planning Commission.

In addition, this project will be consistent with the proposed TOD Specific Plan that will include extensive design guidelines and standards. Per the City of Compton Zoning Map, the site is zoned as CL Zone – Limited Commercial.[3] This use provides for general retail and service commercial uses. However, with approval of the project's entitlements, which includes a General Plan Amendment and Zone Change associated with the TOD Specific Plan, the site will be zoned consistent with the General Plan Amendment that will be adopted at the time of approval of this project.

As noted above, although the proposed project would represent a substantial increase in building height and massing at the project site, the project would introduce elements that would enhance the overall visual quality of the project site and surrounding area, thereby making the project site more aesthetically cohesive to residents, employees, and visitors of the area.

[3] City of Compton Community Development Department. City of Compton Zoning Map. Available online at: http://www.comptoncity.org/civicax/filebank/blobdload.aspx?BlobID=26132

In summary, the project area is generally aesthetically non-uniform under existing conditions with no pervading architectural design between surrounding buildings and the neighborhood in general. The visual quality of the project site and surrounding area is generally poor with aging, often dilapidated structures and hardscaping serving as the primary elements of the viewshed. The proposed project would represent a change in the existing height and massing at the project site and the surrounding area; however, the improvements associated with the project would enhance the visual quality of the project area and would encourage pedestrian interaction with the project site and with the neighborhood in general. Upon approval of the General Plan Amendment and Zone Change, the proposed project would not conflict with the applicable zoning or other regulations regarding scenic quality. Consequently, impacts would be less than significant.

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

Less than Significant. The two main causes of light pollution are light trespass and glare. Light trespass is caused by light being cast on areas outside those intended to be lit. Glare occurs when a reflective material or bright object casts uncontrolled brightness on sensitive receptors (i.e., residential neighborhoods) or nearby land uses. Glare may occur in many instances including from oncoming vehicle headlights, an unshielded light bulb, or sunlight reflecting off building materials such as glass and steel.

The project site is in an urban setting and is fully developed. Given the nature of the existing development surrounding the project site (i.e., one to two story structures), daytime light and glare at the project site is not an existing source of nuisance. However, existing and surrounding land uses may generate some nighttime light from security, parking lot lights, and exterior building lights.

Sources of daytime light and glare under the proposed project would differ from those under existing conditions; however, the sources would be typical of highly developed, urban environments (e.g., sunlight reflecting off building materials and glass windows). Non-reflective materials would be recommended, including the use of non-reflective, matte finishes for new proposed buildings and windows. The potential sources of new nighttime light include spillover from the windows of new residences and businesses and from outdoor security lighting, lighted signs, streetlights, and building-mounted lighting. However, the project would be designed, arranged, directed, or shielded in accordance with existing state and local regulations and guidelines, including the International Dark-Sky Association, the Illuminating Engineering Society

Model Lighting Ordinance, and Chapter 30- 19.5 of the CMC that contains lighting standards for new development.

2. AGRICULTURE AND FORESTRY RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Impact Analysis:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. The City of Compton is primarily an urban environment with no agricultural land under commercial cultivation. However, there are two areas of the City adjacent to Greenleaf Avenue that are zoned as residential agricultural. The area, 1.7 miles south of the project site, bounded by E. Greenleaf Boulevard, Compton College, and S. Tarter Lane is designated as a residential agricultural area. The second area, 1.5 miles southwest of the project site, zoned as a residential agricultural area is located north of W. Greenleaf Boulevard between S. Oleander Avenue and S. Wilmington Avenue, and both sides of Raymond Street on the north.

The California Department of Conservation, Division of Land Protection, lists Prime Farmland, Unique Farmland, and Farmland of Statewide Importance under the general category of

"Important Farmland." The project site is located within an urbanized area of the City of Compton and is surrounded by residential and commercial uses. The project site is not listed as Important Farmland by the California Department of Conservation.[4] Implementation of the proposed project would not convert farmland to non-agricultural use, and no impacts would occur.

b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

No Impact. The General Plan land use designation for the project site currently is General Commercial.[5] Therefore, the project site is not zoned for agricultural uses nor do agricultural uses occur on the project site. Only land located within an agricultural preserve is eligible for enrollment under a Williamson Act contract. Accordingly, the project site does not contain any lands covered by a Williamson Act contract. Therefore, implementation of the proposed project would not conflict with existing agricultural zoning or a Williamson Act Contract, and no impacts would occur.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. The project site is currently designated as General Commercial and is in an urban area.[5] CEQA requires the evaluation of forest and timber resources where they are present. The site does not contain any forest land as defined in PRC § 12220(g), timberland as defined by PRC § 4526, or property zoned for Timberland Production as defined by Government Code § 51104(g). Implementation of the proposed project would not conflict with existing zoning or cause rezoning of forest land or timberland. No impacts would occur.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. See response to **Section 2.c**, above.

Additionally, forest land is defined as: "…land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits."[6] Timberland is defined as: "land…which is available for, and capable of, growing a crop of trees of any commercial species used to produce lumber and

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4 California Department of Conservation. California Important Farmland Finder. Available at: https://maps.conservation.ca.gov/DLRP/CIFF/.

5 City of Compton Community Development Department. City of Compton General Plan Map. Available online at: http://www.comptoncity.org/civicax/filebank/blobdload.aspx?BlobID=24965

6 California Public Resources Code Section 12220[g].

other forest products, including Christmas trees."[7] There is no forest land or timberland on-site or in the project vicinity and project development would not cause a loss of forest land or timberland. No impacts would occur.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. See responses to **Sections 2.a - d**, above. The site is located in an urbanized area, and there are no agricultural uses or related uses on the project site. The proposed project would not result in the conversion of farmland to other uses, and no impacts would occur.

7 California Public Resources Code Section 4526.

3. AIR QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b. Violate any air quality standard or result in a cumulatively considerable net increase in an existing or projected air quality violation?	☐	☐	☒	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d. Result in substantial emissions (such as odors or dust) adversely affecting a substantial number of people?	☐	☐	☒	☐

Impact Analysis:

The following analysis is based on the Air Quality and Greenhouse Gas Impact Assessment Report prepared for the project by Impact Sciences in November 2020 and contained herein as Appendix A and Construction Calculations found in Appendix B.

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant. As part of its enforcement responsibilities, the EPA requires each state with nonattainment areas to prepare and submit a State Implementation Plan (SIP) that demonstrates the means to attain the federal standards. The SIP must integrate federal, state, and local plan components and regulations to identify specific measures to reduce pollution in nonattainment areas, using a combination of performance standards and market-based programs. Similarly, under state law, the CCAA requires an air quality attainment plan to be prepared for areas designated as nonattainment with regard to the federal and state ambient air quality standards. Air quality attainment plans outline emissions limits and control measures to achieve and maintain these standards by the earliest practical date.

As previously mentioned, the project site is located within the SCAB, which is under the jurisdiction of the SCAQMD (South Coast Air Quality Management District). The SCAQMD is required, pursuant to the federal Clean Air Act, to reduce emissions of criteria pollutants for which the SCAB is in nonattainment. In order to reduce such emissions, the SCAQMD drafted the 2016 Air Quality Management Plan (AQMP). The 2016 AQMP establishes a program of rules and regulations directed at reducing air pollutant emissions and achieving California and national air quality standards. The 2016 AQMP is a regional and multi-agency effort including the SCAQMD,

CARB, SCAG, and the U.S. EPA. The plan's pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), updated emission inventory methodologies for various source categories, and SCAG's latest growth forecasts. (SCAG's latest growth forecasts were defined in consultation with local governments and with reference to local general plans.) The project is subject to the SCAQMD's AQMP.

Criteria for determining consistency with the AQMP are defined in Chapter 12, Section 12.2 and Section 12.3 of the SCAQMD's 1993 CEQA Air Quality Handbook, and include the following:

- Consistency Criterion No. 1: The proposed project will not result in an increase in the frequency or severity of an existing air quality violation, or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.

- Consistency Criterion No. 2: The proposed project will not exceed the assumptions in the AQMP or increments based on the years of the project build-out phase.

The violations to which Consistency Criterion No. 1 refers are the CAAQS and the NAAQS. As evaluated under Impacts 2 and 3 below, the project would not exceed the short-term construction standards or long-term operational standards and in so doing would not violate any air quality standards (see Table 3.0-1 and Table 3.0-2). Thus, no impact is expected, and the project would be consistent with first criterion.

Concerning Consistency Criterion No. 2, the 2016 AQMP contains air pollutant reduction strategies based on SCAG's growth forecasts from the 2016 RTP/SCS, and SCAG's growth forecasts were defined in consultation with local governments and with reference to local general plans. The proposed project would increase local population by approximately 858 persons and create 240 jobs and is consistent with the General Plan Amendment that will be adopted at the time of approval of the project and therefore would not exceed the population or job growth projections used by the SCAMQD to develop the 2016 AQMP., no impact would occur, as the project is also consistent with the second criterion.

b) Violate any air quality standard or result in a cumulatively considerable net increase in an existing or projected air quality violation?

Less Than Significant. A project may have a significant impact if project-related emissions would exceed federal, State, or regional standards or thresholds, or if project-related emissions would substantially contribute to an existing or projected air quality violation. In order to determine

project significance, emissions were compared to the SCAQMD construction and operational air quality thresholds.

Construction Phase Air Quality Impacts on Regional Air Quality

Construction-related emissions were estimated using the SCAQMD's CalEEMod 2016.3.2 model, detailed descriptions of the modeling inputs are included within the Air Quality and Greenhouse Gas Technical Study (see Appendix A). Predicted maximum daily construction-generated emissions for the proposed project are summarized in **Table 3.01, Construction-Related Criteria Pollutant and Precursor Emissions – Maximum Pounds per Day**.

Table 3.0-1
Construction-Related Criteria Pollutant and Precursor Emissions – Maximum Pounds per Day

Construction Year	ROG	NOx	CO	SO2	PM10	PM2.5
2022	5.99	61.22	38.83	0.10	6.69	2.77
2023	7.90	66.59	80.90	0.21	7.28	3.75
2024	19.76	37.44	41.48	0.13	5.14	2.25
2025	1.30	10.34	15.87	0.03	0.83	0.55
Regional Threshold	**75**	**100**	**550**	**150**	**150**	**55**
Exceed?	*No*	*No*	*No*	*No*	*No*	*No*

Source: Impact Sciences, CalEEMod modeling, 2020. See Appendix A.

Operation Phase Air Quality Impacts on Regional Air Quality

Project-generated emissions would be associated with motor vehicle use and area sources, such as the use of natural-gas-fired appliances, landscape maintenance equipment, and architectural coatings associated with the operation of a 300-unit apartment building, Innovation Hub, and retail center. Long-term operational emissions attributable to the proposed project are summarized in **Table 3.0-2, Long-Term Operational Emissions – Maximum Pounds per Day**.

Emissions associated with vehicle travel depend on the year of analysis as emission control technology requirements are phased in over time. Therefore, the earlier the year analyzed in the model, the higher the emission rates used by CalEEMod. The earliest year the project would possibly be constructed and fully occupied would be 2025. Emissions associated with buildout later than 2025 would be lower, as it is assumed newer vehicles would meet increasingly more stringent emissions standards, while older, more polluting vehicles are less utilized. Further, throughout the

lifetime of the proposed project, residents will likely purchase newer vehicles and fleet turnover will occur resulting in lower mobile-source emissions as time goes on.

As shown in Tables 1 and 2, neither the project's construction nor operational emissions would exceed the SCAMQD's thresholds for any criteria air pollutants. Therefore, regional construction and operational emissions would not result in a significant long-term regional air quality impact.

Table 3.0-2
Long-Term Operational Emissions – Maximum Pounds per Day

Source	ROG	NOx	CO	SO2	PM10	PM2.5
Area Source	14.60	5.71	100.1	0.27	12.47	12.47
Energy Use	0.13	1.14	0.54	0.01	0.09	0.09
Mobile Source	1.80	7.75	23.0	0.09	8.22	2.24
Total	16.54	14.61	123.6	0.37	20.78	14.81
Regional Threshold	**55**	**55**	**550**	**150**	**150**	**55**
Exceed?	*No*	*No*	*No*	*No*	*No*	*No*

Source: Impact Sciences, CalEEMod modeling, 2020. See Appendix A.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less than Significant. The proposed project will not expose nearby sensitive receptors to substantial pollutant concentrations.

Localized Significance Thresholds

Localized Construction Significance Analysis

The nearest receptors to the project site are residents located immediately north of the project site along North Spring Avenue, North Willow Avenue, and North Santa Fe Avenue. To identify impacts to sensitive receptors, the SCAQMD recommends addressing Localized Significance Thresholds (LSTs) for construction.

LSTs were developed in response to SCAQMD Governing Boards' Environmental Justice Enhancement Initiative (I-4). The SCAMQD provided the *Final Localized Significance Threshold Methodology* for guidance. The LST methodology assists lead agencies in analyzing localized impacts associated with project-specific analysis. The Site Receptor Area (SRA) for the LST is the South-Central LA County area (SRA 12) since this area includes the project site. LSTs apply to CO, NOx, PM10, and PM2.5. The SCAMQD produced look-up tables for projects that disturb areas less than or

equal to 5 acres in size. The project site is approximately 2.13-acres, therefore, the LST threshold for two acres was utilized for the construction LST analysis.

The SCAQMD's methodology clearly states that "off-site mobile emissions from the project should not be included in the emissions compared to LSTs." Therefore, for purposes of the construction LST analysis, only emissions included in the CalEEMod "on-site" emissions outputs were considered. The nearest sensitive receptors to the project site are the residents adjacent to the north and east. LST screening thresholds are provided for distances to sensitive receptors of 25, 50, 100, 200, and 500 meters. According to SCAQMD methodology, "It is possible that a project may have receptors closer than 25 meters. Projects with boundaries located closer than 25 meters to the nearest receptor should use the LSTs for receptors located at 25 meters." Therefore, LSTs for receptors located at 25 meters were utilized in this analysis.

Table 3.0-3, Localized Significance of Construction Emissions – Maximum Pounds per Day, presents the results of the localized emissions during construction activity of the proposed project. As shown in Table 3, the on-site air pollutant emissions on the peak day of construction would not exceed the applicable LST. Therefore, impacts would be less than significant.

Table 3.0-3
Localized Significance of Construction Emissions – Maximum Pounds per Day

Construction Year	NOx	CO	PM10	PM2.5
2022	57.67	36.11	4.57	2.67
2023	33.62	36.07	1.39	1.28
2024	32.1	30.47	1.32	1.21
2025	10.28	14.99	0.49	0.46
LST Screening Threshold	**65**	**346**	**7**	**4**
Exceed?	***No***	***No***	***No***	***No***

Source: Impact Sciences, CalEEMod modeling, 2020. See Appendix A.

Localized Operational Significance Analysis

According to the SCAQMD LST methodology, LSTs would apply to operational phase of a proposed project only if the project includes stationary sources or attracts mobile sources that may spend long periods queuing and idling at the site (e.g., warehouse or transfer facilities). The project is proposing a residential and commercial development and, therefore, does not include such land uses. Thus, due to the lack of queuing and idling emissions, no long-term localized significance threshold analysis is needed. Operational LST impacts would be less than significant in this regard.

As evaluated above, the project's air emissions would not exceed the SCAQMD's LST thresholds. Therefore, the project would not cause or contribute to an exceedance of the most stringent applicable NAAQS or CAAQS for emissions of CO, NOx, PM10, or PM2.5. It should be noted that the ambient air quality standards are developed and represent levels at which the most susceptible persons are protected. In other words, the ambient air quality standards are purposely set in a stringent manner to protect children, elderly, and those with existing and respiratory problems. Thus, air quality health impacts would be less than significant in this regard.

Carbon Monoxide Hotspots

CO emissions are a function of vehicle idling time, meteorological conditions, and traffic flow. Under certain extreme meteorological conditions, CO concentrations near a congested roadways or intersection may reach unhealthful levels (i.e., adversely affecting residents, school children, hospital patients, the elderly, etc.).

The SCAB is designated as an attainment/maintenance area for the federal CO standards and attainment area for state standards. There has been a decline in CO emissions even though vehicle miles traveled (VMT) on U.S. urban and rural roads have increased nationwide estimated anthropogenic CO emissions have decreased 68 percent between 1990 and 2014. In 2014, mobile sources accounted for 82 percent of the nation's total anthropogenic CO emissions (EPA 2018). Three major control programs have contributed to the reduced per-vehicle CO emissions: exhaust standards, cleaner burner fuels, and motor vehicle inspection/maintenance programs.

According to the SCAQMD CEQA Air Quality Handbook, a potential CO hotspot may occur at any location where the background CO concentration already exceeds 9.0 ppm, the CAAQS for 8-hour ozone. The SCAQMD prepared a detailed CO analysis in the *Federal Attainment Plan for Carbon Monoxide* as part of the 2003 AQMP. The 2003 AQMP is the most recent AQMP that addresses CO concentrations. The CO analysis included microscale modeling of CO at the worst-case intersections in SCAB. Of these locations, the Wilshire Boulevard and Veteran Avenue intersection in Los Angeles experienced the highest CO concentration of 4.6 ppm. At the time of analysis, the Wilshire Boulevard and Veteran Avenue intersection was the most congested intersection in Los Angeles County with an average daily traffic volume of approximately 100,000 vehicles per day. As CO impacts at the Wilshire Boulevard and Veteran Avenue intersection did not exceed the 8-hour CAAQS, it can be inferred that the intersections near the project site would not create any CO hotspots. Furthermore, as previously discussed, the site is located in SRA 12, West San Gabriel Valley. Communities within SRAs are expected to have similar climatology and ambient air pollutant concentrations. The monitoring station representative of SRA 12 is the Compton – 700 North Buriss Road air quality

monitoring station located approximately 0.63 miles northeast of the site. According to data obtained from the EPA's AirData database for CO pollutants, the highest eight-hour concentration reported for the Compton station in 2019 was 3.2 ppm. As such, the background CO concentration in combination with the CO concentration at worst-case scenario intersection in SCAB do not exceed 9.0 ppm and a CO hotspot would not occur. Therefore, CO hotspot impacts would be less than significant in this regard.

Diesel Particulate Matter

Project Construction

Construction would result in the generation of diesel particulate matter (diesel PM) emissions from the use of off-road diesel equipment required for grading and excavation, paving, and other construction activities. The amount to which the receptors are exposed (a function of concentration and duration of exposure) is the primary factor used to determine health risk (i.e., potential exposure to TAC emission levels that exceed applicable standards). Health-related risks associated with diesel-exhaust emissions are primarily linked to long-term exposure and the associated risk of contracting cancer.

The use of diesel-powered construction equipment would be temporary and episodic. The duration of exposure would be short and exhaust from construction equipment dissipates rapidly. Current methodology for conducting health risk assessments are associated with long term exposure periods (9, 30, and 70 years). Therefore, short-term construction activities would not generate a significant health risk.

Additionally, the project site is approximately 2.13-acres and, as a result, construction activities would occur in an area of less than 5 acres. CARB generally considers construction projects contained in a site of such size to represent less than significant health risk impacts due to limitations of the off-road diesel equipment able to operate and this a reduced amount of generated diesel particulate matter (DPM), the reduce amount of dust-generating ground-disturbance possible compared to larger construction sites, and the reduced duration of construction activities compared to the development of larger sites. Furthermore, construction would be subject to and would comply with California regulations limiting the idling of heavy-duty construction equipment to no more than 5 minutes, which would further reduce nearby sensitive receptors' exposure to temporary and variable DPM emissions. For these reasons, DPM generated by construction activities, in and of itself, would not be expected to expose sensitive receptors to substantial amounts of air toxics and the project would have a less than significant impact.

Project Operation

The greatest potential during long-term operations for exposure to TACs is from the use of heavy-duty diesel trucks and stationary generators that use diesel fuel. The proposed project is a 300-unit residential development and Innovation Hub with minor retail uses. Once operational, the majority of vehicle trips to the project site will be from residents, employees, and visitors and, as a result, the proposed project would attract very few diesel truck trips. Additionally, the project does not propose any stationary generators on-site. For these reasons, once operational, the proposed project would not be expected to expose nearby sensitive receptors to substantial amounts of air toxics and the project would have a less than significant impact.

d) Result in substantial emissions (such as odors or dust) adversely affecting a substantial number of people?

Less Than Significant. The SCAQMD *CEQA Air Quality Handbook* (1993) identifies certain land uses as sources of odors. These land uses include agriculture (farming and livestock), wastewater treatment plants, food processing plants, chemical plants, composting facilities, refineries, landfills, dairies, and fiberglass molding. The proposed project would not include any of the land uses that have been identified by the SCAQMD as odor sources.

Construction activities associated with the project may generate detectable odors from heavy-duty equipment exhaust and architectural coatings. However, construction-related odors would be short-term in nature and cease upon project completion. In addition, the project would be required to comply with the California Code of Regulations, Title 13, sections 2449(d)(3) and 2485, which minimizes the idling time of construction equipment either by shutting it off when not in use or by reducing the time of idling to no more than five minutes. This would reduce the detectable odors from heavy-duty equipment exhaust. The project would also be required to comply with the SCAQMD Rule 1113 – Architectural Coating, which would minimize odor impacts from ROG emissions during architectural coating. Any odor impacts to existing adjacent land uses would be short-term and not substantial. As such, the project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. Impacts would be less than significant in this regard.

4. BIOLOGICAL RESOURCES

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

Impact Analysis:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Less Than Significant. The City of Compton generally consists of predominantly urban land with previously disturbed soils, which has led to highly fragmented habitats within this area. Several

scattered urban parks and golf courses with landscaped vegetation exist within a five-mile radius of the project site. Both Chino Hills State Park (to the east) and the Santa Monica Mountains (to the north) are regional open space areas located approximately 20 miles from the project site. The Palos Verdes Peninsula, which contains a network of habitat reserves, is located over nine miles from the project site. Compton Creek, 9.5 miles southeast of the project site, flows through the city and into the Los Angeles River to the south, connecting eventually to the San Pedro Bay in the Pacific Ocean approximately eight miles south.

A literature review and records search were conducted to determine the potential occurrence of special status plant and wildlife species in or in the immediate vicinity of the project site. This site is on Township 3 South, Range 12 West on the USGS South Gate, California 7.5-minute topographic quadrangle. Per the Information for Planning and Consultation (IPaC) Database, there is one listed species by the US Fish and Wildlife Service that has the potential to be affected by activities in this location: Coastal California Gnatcatcher (*Polioptila californica californica).*[8] There is limited vegetation on the site, consisting primarily of ruderal (weedy) undergrowth and three street trees along E. Compton Boulevard. The three trees are common, ornamental/non-native species (Indian Laurel Fig, *Ficus microcarpa 'Nitida' sp.*) and are not protected species. There are no critical habitats, national wildlife refuge lands, or wetlands identified at this location.[8] The project site is considered to have a low habitat and species diversity value, due to the heavily disturbed and developed nature of the site, isolation from native habitats, and high human activity levels surrounding the area. Consequently, no suitable habitat for special status species, including the Coastal California Gnatcatcher (*Polioptila californica californica),* is present on the project site. The project site is not located within or near any County of Los Angeles Significant Ecological Areas (SEAs).[9]

Given that the potential for any species identified as a candidate, sensitive, or special status species to occur is low at the project site, the proposed project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service. For these reasons, the project would have a less than significant impact.

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[8] United States Fish and Wildlife Service. Information for Planning and Consultation Database. Available online at: https://ecos.fws.gov/ipac/location/QLHOXH6TW5G3BJTTLULD275OHE/resources#endangered-species

[9] County of Los Angeles Department of Regional Planning. Significant Ecological Areas and Coastal Resource Areas Policy Map. February 2015. Available online at: https://planning.lacounty.gov/assets/upl/project/gp_2035_2014-FIG_9-3_significant_ecological_areas.pdf

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

No Impact. As stated above, the project site is surrounded by urban development and highly disturbed under existing conditions, with little potential for any riparian habitat or other sensitive natural community to flourish. No riparian habitat or other sensitive natural community exists within the project site or in the surrounding area.[8] Implementation of the proposed project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service. No impact would occur.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. As stated above, the site is highly disturbed under existing conditions, with no state or federally protected wetlands on site or in the general vicinity of the project. The site is surrounded by urban development., there are no wetlands or bodies of water within the project area or in the surrounding area.[10] Buildout of the proposed project would not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act. Therefore, no impact would occur.

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

Less Than Significant. No wildlife corridors, native wildlife nursery sites, or bodies of water in which fish are present are located on the project site or in the surrounding area.[8] However, several mature trees are present within the project site that may provide suitable habitat for nesting birds protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code §§ 3500 - 5500. Birds may also nest on or within the vacant building on site. The MBTA of 1918 implements the United States' commitment to four treaties with Canada, Japan, Mexico, and Russia for the protection of shared migratory bird resources. The MBTA governs the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests.

The project site location, along a busy roadway and among commercial and residential uses, has a limited ability to support both native resident and migratory species. These disturbances decrease the project site's value as suitable breeding and foraging habitat, and also as a migration corridor

10 US Fish and Wildlife Service. *National Wetlands Inventory.* 2020. Accessed October 2020 online at: https://www.fws.gov/wetlands/data/mapper.html.

or overland dispersal habitat because the property is movement-constrained. The more factors that constrain species habitats and dispersal / movement corridors, the less likely individuals are to occur, or continue to occur within a specific locale. Furthermore, the project site does not connect large blocks of natural open space that are considered essential for long-term plant and wildlife viability in Los Angeles County. For these reasons, the project would have a less than significant impact.

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

Less Than Significant. As discussed above, there are three mature street trees located within the public right-of-way between the curb and the sidewalk along E. Compton Boulevard (Indian Laurel Fig, *Ficus microcarpa 'Nitida' sp.*). The City of Compton Municipal Code (§ 20-4 *Street Trees*) requires City approval to "cut, remove, or damage any tree, shrub, plant, wood, turf, rock, sand, gravel or earth, or pick any flowers" within the public right-of-way. Removal or planting of any tree in the public right-of-way requires approval by the City of Compton prior to the issuance of a Certificate of Occupancy. Implementation of the proposed project would not conflict with the provisions of the City of Compton Municipal Code. For these reasons, the project would have a less than significant impact.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The proposed project is not subject to an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan and, therefore, would have no impact with respect to these plans.

5. CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☒	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

Impact Analysis:

The following analysis is based on the Cultural Resource Assessment Report prepared for the project by ASM Affiliates in January 5, 2021 and contained herein as Appendix C.

a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

Less Than Significant. Section 15064.5 of the *State CEQA Guidelines* defines a historical resource as (1) a resource listed in or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources; (2) a resource listed in a local register of historical resources or identified as significant in a historical resource survey meeting certain state guidelines; or (3) an object, building, structure, site, area, place, record or manuscript that a lead agency determines to be significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California, provided that the lead agency's determination is supported by substantial evidence in light of the whole record.

A records search was conducted in November 2020 with the South-Central Coastal Information Center of the California Historical Resources Information System to identify previously recorded archaeological and historical architectural resources within a 0.5-mile radius of the project site. As shown in Appendix C, a total of 10 cultural resources have been previously recorded within the 0.5-mile records search radius. All are historic, consisting largely of public buildings, as well as some historical-period infrastructure elements. None of these resources are within or adjacent to the Project area, though several are within 200-300 feet.

A pedestrian survey of the project site was conducted on November 17, 2020. The archaeological pedestrian survey did not result in the identification of any prehistoric or historic archaeological sites that may be impacted by project implementation. Four structures are currently located on the project site. Two of the buildings, 607 and 625 E. Compton Boulevard, suffered extensive damage in a fire and could no longer be classified as buildings because they do not retain essential structural elements (i.e., roof, four walls, doors, and windows). The buildings at 545 and 601 E. Compton Boulevard cannot be classified as ruins as they are still standing buildings with relatively intact walls, roof, windows, and doors. However, given the evident alterations to the 545 and 601 E. Compton Boulevard buildings, it is unlikely that either building retains sufficient integrity to be eligible for the any local register or the California Register of Historical Resources, and therefore, are unlikely to meet the definition of a historical resource as defined by CEQA. Therefore, impacts to historical resources are less than significant.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

No Impact. The California Historical Resources Information System record search did not identify any archaeological resources at the project site. A pedestrian survey of the project site was conducted on November 17, 2020. The archaeological pedestrian survey did not result in the identification of any prehistoric or historic archaeological sites that may be impacted by project implementation. Therefore, no impacts to archeological resources would occur.

c) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant. No prehistoric or historic burials were identified within the project site as a result of the California Historical Resources Information System search and the Sacred Lands File search. Although no surface evidence suggests, after a pedestrian survey of the project site was conducted on November 17, 2020, that any historic burials are in the project site, the project would require excavation to 15 feet below ground surface level and the possibility of encountering human remains in the project area still exists. If any previously unrecorded human remains are inadvertently discovered during construction, all ground disturbing activities in the vicinity of the discovery must cease immediately and a 50-foot-wide buffer would be established per California State law (Health and Safety Code Section 7050.5; PRC Sections 5097.94, 5097.98 and 5097.99). Pursuant to these codes, in the event that human remains are discovered, work on the portion of the project site where remains have been uncovered would be suspended and the City of Compton and the Los Angeles County Coroner would be immediately notified. If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes or has reason

to believe the human remains to be those of a Native American, he or she shall consult with the Native American Heritage Commission by telephone within 24 hours, to designate a Most Likely Descendant (MLD) who shall recommend appropriate measures to the landowner regarding the treatment of the remains. If the owner does not accept the MLD's recommendations, the owner or the MLD may request mediation by the NAHC. Compliance with these requirements would reduce impacts to a less than significant level.

6. ENERGY

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

Impact Analysis:

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

Less than Significant. The City of Compton's General Plan includes the Energy Conservation Program that supplements existing City efforts in the enforcement of the State's construction codes requiring water conservation and efficiency in new construction. The Program also promotes energy conservation measures, recycling, water conservation, and the use of alternate transit.

In addition, the California Code of Regulations, Title 24 (2019 *California Building Energy Efficiency Standards*) serve to reduce the wasteful, uneconomic, inefficient, or unnecessary consumption of energy, and to enhance the outdoor and indoor environmental quality. The newest version came into effect in January 2020. These standards provide regulations for new buildings constructed in California to reduce energy demand and consumption. The Building Energy Efficiency Standards are updated every 3 years to accommodate new energy efficiency technologies and methodologies.

California Green Building Standards Code (CALGreen) legislates those mandatory energy efficiency standards that California state law requires be implemented into new development (CALGreen 2019). The 2019 CALGreen Building Standards for non-residential development includes mandatory measures such as:

- Bicycle parking
- Future electric vehicle parking
- Light pollution reduction
- Water efficiency standards

- Reduced flow faucets
- Water efficient landscaping
- Indoor insulation standards (to improve the efficiency of heating and cooling mechanisms)

The proposed project would meet the current CALGreen standards, and for this reason, would not result in wasteful, inefficient, or unnecessary consumption of energy. Further, due to the nature of the project as a mixed-use development with residential, office, and retail land uses located within a half mile of the Metro A (Blue) line Compton Station, the proposed project is expected to encourage transit use to the site. The project will also include on-site bicycle parking that will promote active transportation and electric vehicle charging stations. As a result, the project will reduce petroleum fuel use by reducing vehicle trips to the site.

For these reasons, the proposed project would be consistent with state, regional, and local plans aimed at improving energy efficiency. Impacts would be less than significant.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less Than Significant. The proposed project will be required to meet the current CALGreen standards and would further the City's General Plan goals for development of shopping and services near residences as well as constructing new large-scale developments that incorporate alternative forms of transportation. As such, the proposed project would not obstruct or conflict with plans for renewable energy or energy efficiency. As such, the impacts would be less than significant.

7. GEOLOGY AND SOILS

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

Impact Analysis:

The following analysis is based on the Geotechnical Investigation Report prepared for the project by Converse Consultants in November 2020 and contained herein as Appendix D. In 2015, the California Supreme Court in *California Building Industry Association v. Bay Area Air Quality Management District* (62 Cal.4th 369), held that CEQA generally does not require a lead agency to consider the impacts of existing environmental conditions on the future residents or users of a project. However, if a project risks exacerbating preexisting environmental hazards or conditions, the lead agency is required to analyze the impact of that exacerbated condition on the environment, which may include future residents and users within the project area. Generally, mixed use projects, like the proposed project, would not exacerbate existing environmental hazards related to geological and soil conditions, nonetheless, information is presented on geologic hazards potentially associated with the project site.

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault, caused in whole or in part by the project's exacerbation of the existing environmental conditions? Refer to Division of Mines and Geology Special Publication 42.

No Impact. Fault rupture is the displacement that occurs along the surface of a fault during an earthquake. The California Geological Survey designates Alquist-Priolo Earthquake Fault Zones, which are regulatory zones around active faults. An "active fault" has exhibited surface displacement with Holocene time (within the last 11,000 years) hence constituting a potential hazard to structures that may be located across it. As indicated by the California Department of Conservation, the project site is not located within a currently designated State of California Earthquake Fault Zone for surface fault rupture.[11] No surface faults are known to project through or towards the site. The potential for surface rupture resulting from the movement of the nearby major faults is considered remote. Therefore, no impact would occur because of the rupture of a known earthquake fault. Further, the proposed project would not exacerbate existing geologic conditions, including fault rupture.

[11] California Department of Conservation, California Geologic Survey. Earthquake Zones of Required Investigation. Online access at: https://maps.conservation.ca.gov/cgs/EQZApp/app/

ii) Strong seismic ground shaking caused in whole or in part by the project's exacerbation of the existing environmental conditions?

Less than Significant. The project site lies along the central portion of the Los Angeles coastal plain in the Peninsular Ranges Geomorphic Province of California. The geologic structure is dominated by northwest trending, right-lateral faults, most notably the Newport-Inglewood fault, Whitter-Elsinore fault, San Jacinto fault, and San Andreas fault. As is the case for most areas of California, the project site is situated within a seismically active region. The nearest State of California Earthquake Zone of Required Investigation is for the Newport-Inglewood fault zone, located approximately 2.5 miles west of the project site.

Therefore, ground shaking resulting from an earthquake could potentially impact the project over the course of its life. The intensity of ground shaking during a seismic event at any one location is determined by several factors, including: magnitude of the earthquake; distance from the epicenter (source); subsurface material beneath the location; and topography. Ground shaking could result in significant damages to buildings, roads, and other infrastructure, and may also result in associated safety hazards to people living and working in the vicinity. However, project construction and operation would not increase or exacerbate the potential for strong seismic ground shaking to occur. Additionally, this impact would be reduced to a less than significant level by following all relevant California Building Code (CBC) and the City of Compton Building Code seismic standards and Public Safety Element of the General Plan; as well as the recommendations of the Geotechnical Report provided in Appendix D of this IS/MND.

Compliance with existing laws regarding the risk of loss, injury, or death, from strong seismic ground shaking would reduce potential impacts to less than significant levels.

iii) Seismic-related ground failure, including liquefaction, caused in whole or in part by the project's exacerbation of the existing environmental conditions?

Less Than Significant. Liquefaction is the sudden decrease in the strength of cohesionless soils due to dynamic or cyclic shaking. Saturated soils behave temporarily as a viscous fluid (liquefaction) and, consequently, lose their capacity to support the structures founded on them. The potential for liquefaction decreases with increasing clay and gravel content but increases as the ground acceleration and duration of shaking increase. Liquefaction

potential has been found to be the greatest where the groundwater level and loose sands occur within 50 feet of the ground surface.

The site is located within a potential liquefaction zone per the State of California Seismic Hazard Zones Map for the South Gate Quadrangle.[11] As shown in the Geotechnical Report provided in Appendix D of this IS/MND, the results of liquefaction analyses indicate the site soils are susceptible to liquefaction and are located within a Seismic Hazard Zone for liquefaction. The estimated potential seismically induced settlement ranges from approximately 1.2 to 1.5 inches with potential differential settlement ranging from approximately 0.6 to 0.75 inches in 30 feet horizontal length. However, project construction and operation would not increase or exacerbate the existing potential for strong seismic-related ground failure to occur. Project design features, as outlined in the Geotechnical Report, such as pile foundations and structural slab would bypass the upper liquefaction zone to provide sufficient structural support. Additionally, the project would be built in compliance with the CBC and City of Compton Building Code seismic standards and Public Safety Element of the General Plan, which includes seismic safety measures. As such, the proposed project is not anticipated to cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure and would not exacerbate existing geologic conditions directly or indirectly.

The proposed project site exhibits characteristics that indicate a potential liquefaction risk; however, with appropriate foundation and construction methods as detailed in the Geotechnical Report, the potential liquefaction impacts from the proposed project would be reduced, and the resulting potential impact would be less than significant.

iv) Landslides, caused in whole or in part by the project's exacerbation of the existing environmental conditions?

No Impact. Landslides are movements of large masses of rock and/or soil. Landslide potential is generally the greatest for areas with steep and/or high slopes, low sheer strength, and increased water pressure. Seismically induced landslides and other slope failures are common occurrences during or soon after earthquakes. As outlined in the Geotechnical Report, the project site is not located within any earthquake-induced landslide areas due to the relatively flat ground conditions of the site topography. In the absence of significant ground slopes, the potential for seismically induced landslides to affect the proposed site is considered to be very low and no impact would occur.

b) Result in substantial soil erosion or the loss of topsoil?

Less than Significant. Erosion is the movement of rock and soil from place to place and is a natural process. Common agents of erosion in the vicinity of the project area include wind and flowing water. Significant erosion typically occurs on steep slopes where stormwater and high winds can carry topsoil down hillsides. Erosion can be increased greatly by earthmoving activities if erosion-control measures are not used.

The project site is located in an urbanized area of the City and has a minimal change in elevation. The proposed project is a mixed-use development with a subterranean parking garage, with landscaped and hardscaped areas, and would contain small amounts of soil as planting beds, which would be planted and routinely maintained to prevent any loss of soil. Following the completion of construction of the proposed project, the potential for soil erosion, or the loss of topsoil is expected to be extremely low.

Construction of the proposed project would involve soil disturbance activities including excavation and grading that would leave soil on the project site exposed. Common means of soil erosion include water, wind, and being tracked off-site by vehicles. These activities could result in soil erosion. However, the proposed project will be subject to local and state codes and requirements for erosion control and grading during construction, including, but not limited to, the Compton Municipal Code, which addresses grading, excavations, and fills. Further, the proposed project will be required to comply with standard regulations, including South Coast Air Quality Management District Rule 402, which will reduce construction erosion impacts. Rule 402 requires dust suppression techniques be implemented to prevent dust and soil erosion from creating a nuisance off-site.

Additionally, the General Permit for Discharges of Storm Water Associated with Construction Activity Construction General Permit Order 2009-0009-DWQ issued by the State Water Resources Control Board (SWRCB), effective July 1, 2010 (as amended by 2010-0014-DWQ and 2012-0006-DWQ), regulates construction activities to minimize water pollution, including sediment. The Construction General Permit requires the development of a Storm Water Pollution Prevention Plan (SWPPP) and associated best management practices (BMPs) by a certified Qualified SWPPP Developer (QSD). Adherence to the BMPs in the SWPPP would reduce, prevent, or minimize soil erosion from project-related grading and construction activities.

Therefore, soil erosion impacts from grading and construction activities associated with construction and operation of the proposed project would not occur and soil erosion impacts would be less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse, caused in whole or in part by the project's exacerbation of the existing environmental conditions?

Less Than Significant. The proposed project site is not in a landslide zone, but the underlying soils may be potentially subject to liquefaction. Seismically induced lateral spreading involves primarily lateral movement of earth materials due to ground shaking. It differs from the slope failure in that complete ground failure involving large movement does not occur due to the relatively smaller gradient of the initial ground surface. Lateral spreading is demonstrated by near-vertical cracks with predominantly horizontal movement of the soil mass involved. The topography at the project site and in the immediate vicinity of the site is relatively flat, with no significant nearby slopes or embankments. To control for the potential adverse impacts of liquefaction, the project would comply with all the recommendations of the Geotechnical Report. Adoption of the design recommendations contained in the Geotechnical Report, and compliance with the existing laws regarding the risk of loss, injury, or death, from lateral spreading, subsidence, liquefaction, or collapse would reduce potential impacts to less than significant levels. Further, the proposed project would not exacerbate existing geologic conditions, including lateral spreading.

d) Be located on expansive soil, as identified in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than Significant. Expansive soils are characterized by their ability to undergo significant volume changes (shrink or swell) due to variations in moisture content. Changes in soil moisture content can result from precipitation, landscape irrigation, utility leakage, roof drainage, perched groundwater, drought, or other factors and may result in unacceptable settlement or heave of structures or concrete slabs supported on grade. Depending on the extent and location below finish subgrade, expansive soils can have a detrimental effect on structures.

During construction, grading will mix and relocate the site soils, and additional fill soils may be added. Findings from the Geotechnical Investigation Report recommend that on-site clayey soils and with an expansion index exceeding 20 should not be re-used for compaction within 2 feet below the proposed foundations and floor slabs. Compliance with recommendations from the

Geotechnical Investigation Report and applicable regulations would ensure impacts are less than significant.

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

No Impact. The project site has access to public services and utilities and future development would not involve the use of septic tanks or alternative wastewater disposal systems.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than Significant With Mitigation. Paleontological resources include fossil remains or traces of past life forms, including both vertebrate and invertebrate species, as well as plants. Paleontological resources are generally found within sedimentary rock formations.

The project site is in a highly urbanized area of the City that has been previously disturbed and developed. However, build out of the proposed project could, specifically the construction of the subterranean parking garage, could involve grading and excavation to greater depths than previously undertaken (15 feet). Project-related grading and excavation activities could disturb unknown paleontological resources buried in site soils. In the event of an unexpected disturbance of such resources, significant impacts to paleontological resources could occur. However, compliance with **Mitigation Measure MM-GEO-1** would reduce impacts to a less than significant level.

Mitigation Measure:

MM-GEO-1 If any paleontological materials are encountered during project development, work in the area shall be halted. A qualified paleontologist shall be retained to perform periodic inspections of excavation and grading activities of the project site. The frequency of inspections shall be based on consultation with the paleontologist and shall depend on the rate of excavation and grading activities, the materials being excavated, and if found, the abundance and type of fossils encountered. If paleontological materials are encountered, the paleontologist shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed material to facilitate evaluation and, if appropriate, salvage. The paleontologist shall assess the discovered material(s) and prepare a survey, study, or report evaluating the impact. The Applicant shall comply with the recommendations of the evaluating paleontologist, as contained in the survey, study or report, and a copy of the paleontological survey, study or report shall be

submitted to the Los Angeles County Natural History Museum. Ground-disturbing activities may resume once the paleontologist's recommendations have been implemented to the satisfaction of the paleontologist.

8. GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Impact Analysis:

The following analysis is based on the Air Quality and Greenhouse Gas Impact Assessment Report prepared for the project by Impact Sciences in November 2020 and contained herein as Appendix A.

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

Less than Significant. Construction and operation (i.e., use of the new building by occupants and mobile emissions associated with such use) of the proposed project would generate greenhouse gas emissions.

Construction Emissions

The proposed project would generate GHG emissions during temporary, short-term construction activities such as demolition, site preparation and grading, running of construction equipment engines, movement of on-site heavy-duty construction vehicles, hauling of materials to and from the site, asphalt paving, and construction worker motor vehicle trips.

Through CalEEMod, project GHG emissions throughout project construction were calculated from off-road equipment usage, hauling vehicles, delivery, and worker trips to and from the site. The total GHG construction emissions over the approximately 2.5-year construction period of the proposed project would be approximately 2,630 MT CO2e. As GHG emissions impact from construction activities would occur over a relatively short time span, it would contribute a relatively small portion of the lifetime GHG emission impact of the proposed project. The total construction GHG emissions were divided by 30 to determine an annual construction emission rate to be amortized over the proposed project's first 30 years of operational life, consistent with CEQA

analysis across the state. Amortized over a 30-year period, the proposed project is anticipated to emit approximately 87.7 MT CO2e/year.

Operational Emissions

Operational emissions occur over the life of the project. The proposed project will construct the Compton Innovation Hub and Creative Studios, retail uses, residential uses, and parking on the site. The proposed project is expected to generate GHG emissions from area, energy, and mobile-source emissions as the site will generate vehicle trips from residents, employees, and visitors. Area source emissions are based on the land use sizes, GHG emission factors for fuel combustion, and the global warming potential (GWP) values for the GHGs emitted. Electricity usage emissions are based on the land uses, default demand factors for the land use, GHG emission factors for the utility provider, and the GWP values of the GHGs emitted. Mobile-source GHG emissions are determined based on the project's estimated annual VMT, which is calculated in CalEEMod based on the daily trip generation rates provided in the project's traffic report. Waste and water emissions are derived from the anticipated water usage and wastewater generated based on the project's proposed land uses and the associated water demand factors.

The estimated total net annual project emissions, including operation emissions and amortized construction emissions, are detailed in **Table 3.0-4, Proposed Project Greenhouse Gas Emissions**.

Table 3.0-4
Proposed Project Greenhouse Gas Emissions

Emissions Source	Metric Tons of Carbon Dioxide Equivalent (per year)
Amortized Construction	87.7
Area Sources	89.2
Energy Sources	1,158
Mobile Sources	1,505
Waste Sources	95
Water Sources	218
Total GHG Emissions	**3,153**

Source: Impact Sciences, 2020.

As shown in Table 3.0-4, the project's combined long-term net operational emissions and amortized construction emissions would be approximately 3,153 MT CO2e/year. However, proposed project

significance is based on the project's consistency with statewide and regional policies and plans to meet the state reduction goals set in SB 32, including CARB's 2017 Scoping Plan and SCAG's 2020 Connect SoCal RTP/SCS, see **Impact b**.

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

Less than Significant. The proposed project would have a significant impact with respect to GHG emissions and global climate change if it would substantially conflict with the provisions of Section 15064.4(b) of the State CEQA Guidelines.

Pursuant to Appendix G of the *CEQA Guidelines*, a significant GHG impact is identified if the project could conflict with applicable GHG reduction plans, policies, or regulations. Development projects would be subject to complying with SB 32, and SCAG's Connect SoCal Plan. SB 32 is a statewide reduction goal aimed at reducing emissions to 40% below 1990 levels by 2030. CARB's 2017 Scoping Plan sets a framework for the State to meet the reduction targets of SB 32.

The development is a downtown transit-oriented development which places a high density of residences, amenities and jobs within walking distance to the Metro A Line (Blue). The proposed project also plans to implement streetscape improvements and provide bicycle parking on-site in order to promote pedestrians and bicycle travel. The Air Quality and Greenhouse Gas Technical Study (Appendix A) provides a detailed comparison of the project against the goals and strategies laid out in both CARB's 2017 Scoping Plan and SCAG's Connect SoCal RTP/SCS and determines that the project is not only consistent with CARB's 2017 Scoping Plan and SCAG's Connect SoCal 2020 RTP/SCS, but the proposed project also goes beyond the goals and strategies laid out in these plans to reduce GHG emissions from mobile-source emissions. Furthermore, the proposed project will be constructed consistent with CALGreen Building Code and Title 24 which will reduce on-site GHG emissions from area and energy sources. Therefore, the impact would be less than significant.

9. HAZARDS AND HAZARDOUS MATERIALS

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

Impact Analysis:

The following analysis is based in part on the Phase I and Phase II Environmental Site Assessment (ESA) Reports prepared for the project by Priority 1 Environmental in November 2020 and contained herein as Appendix E.

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant with Mitigation.

Project Demolition, Grading, and Excavation

Along the 501 E. Compton Block, the subject site consists of vacant land and a 4,056 square-foot vacant commercial structure at 545 E. Compton Boulevard that was built in 1933. Along the 601 E. Compton Block of the project site, the subject property consists of three vacant commercial structures, a vacant lot, and an asphalt parking area. A concrete cutout was observed on the north side of the former gas station structures slab. The existing structure at 601 E. Compton Boulevard is 3,904 square feet and was constructed in 1952. The existing structure at 607 E. Compton Boulevard is 2,914 square feet and was constructed in 1941. The existing structure at 625 E. Compton Boulevard is 902 square feet and was constructed in 1950.

The existing buildings on the project site were constructed prior to the Toxic Substances Control Act of 1976, which restricted the use of lead, asbestos, and other hazardous materials. Asbestos is designated as a hazardous substance when the fibers have the potential to come in contact with air because the fibers are small enough to lodge in the lung tissue and cause health problems. The presence of asbestos-containing materials (ACM) in existing buildings poses an inhalation threat only if the ACMs are found to be in a friable state. If the ACMs are not friable, there is no inhalation hazard because asbestos fibers remain bound in the material matrix. Emissions of asbestos fiber to the ambient air, which can occur during activities such as renovation or demolition of structures made with ACMs (e.g., insulation), are regulated in accordance with Section 112 of the Federal Clean Air Act. In the scenario that asbestos-containing materials are identified during the demolition of the existing commercial structures, the storage, handling, and disposal of ACM is regulated by the Department of Toxic Substances Control, the US Environmental Protection Agency, the Occupational Safety and Health Administration, the SCAQMD, and the City of Compton Fire Department.

Project Construction

Project implementation, specifically during the project construction phase, would involve the routine transport, use, and disposal of hazardous materials. However, hazardous materials used in construction of the project would be those routinely used in urban construction projects (e.g., solvents, fuels, paints, and detergents) and would not involve the use of unregulated hazardous substances. The storage, handling, and disposal of these routine products is regulated by the Department of Toxic Substances Control, the US Environmental Protection Agency, the Occupational Safety and Health Administration, the SCAQMD, and the City of Compton Fire Department.

Project Operation

The proposed project consists of the development of retail space, residences, and the Innovation Hub (office space). Operation of the proposed project's retail, outdoor plazas, and office space would require a variety of products generally used for cleaning and maintenance, some of which are potentially hazardous. Such products would only be considered hazardous if used or stored inappropriately. The types of potentially hazardous materials associated with operation of the proposed project include solvents, paints, or pesticides and herbicides for landscaping. However, these materials would be primarily used for cleaning and grounds maintenance purposes.

Environmental Site Assessments

Soil sampling and analyses at the project site were carried out during preparation of three Phase I and a subsequent Phase II ESA for the project site. To identify potential existing sources of hazardous materials, a database search of the project study area was completed that included federal, state, local, and tribal databases as defined by American Society for Testing and Materials International (ASTM) Practice E1527-13, in addition to Environmental Database Record (EDR) proprietary databases.

501 E. Compton Block (501, 517, 535, and 545 E. Compton Blvd.)

A Phase I ESA concluded that the subject properties were listed in the Environmental Records Sources searched under the EDR High-Risk Historical Records database. This assessment has revealed no evidence of recognized environmental conditions in connections with the subject property. The Phase 1 ESA recommends that prior to any demolition work, an asbestos survey should be conducted of the structure on 545 E. Compton Blvd.

515 E. Compton Blvd.

A Phase I ESA concluded that the subject property was listed in the Environmental Records Sources searched under the California Department of Toxic Substances Control's (DTSC) Hazardous Waste Tracking System (HWTS) database. This assessment revealed no evidence of recognized environmental conditions in connection with the subject property. As a result, no additional environmental investigations are recommended at this time.

601 E. Compton Block (601, 607, 625 E. Compton Blvd., 112 N. Willow Ave., and 107 N. Santa Fe Ave.)

A Phase I and Phase II ESA were prepared for these sections of the project site. The Phase II was prepared to evaluate concerns of the former use of the property as gasoline service stations, auto repair, and drycleaners.

The Phase 1 found three recognized environmental conditions on the project site, as follows:

- 601 East Compton Boulevard operated as a gas station and auto repair from 1928 to 1951. No records were found with Los Angeles County Public Works or Los Angeles County Fire Department; therefore, based on the historical use as a gasoline service station and likely use of underground storage tanks, dispenser, and associated piping for approximately 23 years, a likely release exists.
- 107 North Santa Fe Avenue operated as gasoline service station from the 1950s to the 1990s. The tanks were removed in 1996 and a closure letter was issued in 1996. Based on the gas station structure's shape, an auto repair was possibly located on the north portion of the gas station structure. A concrete cutout in the area of the north portion of the structure was observed and is a possible location of a former in-ground lift or waste oil tank.
- 609 East Compton Boulevard is listed as a Drycleaners in 1947 and 1951. Based on the lack of listings for years prior to 1947 and years after 1951 and the use of the site a Drycleaners during a period of lax government oversight, a likely release exists.

The Phase II found that historical releases to subsurface soils have occurred on the west portion of the property in the area of 601-609 E. Compton Blvd. Releases appear to be historical in nature and have likely degraded significantly since the time of the release. The interior of 601 E. Compton Blvd. was not accessible at the time of drilling; therefore, no ground penetrating radar survey or sampling was done in the area of the former gasoline service station in the southwest portion of the property.

It is recommended that further investigation is conducted. Following the proposed demolition of 601 East Compton Blvd., a ground penetrating radar survey and soil sampling be conducted in the area of the former gasoline service station in the southwest corner of the property. Groundwater sampling should also be conducted in the area of the former drycleaner and former gasoline service station in the southwest portion of the property. In addition, if fire suppression chemicals were used to suppress a fire that occurred on the property between the Phase I and Phase II, additional testing for Per- and polyfluoroalkyl substances (PFAS) chemicals should be conducted of the surface soils at the facility. Mitigation measures HAZ-1 through HAZ-4 would reduce this potentially significant impact to below a level of significance.

Given the above, the project could pose a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (i.e., contaminated soils) on the west portion of the project site in the area of 601-609 E. Compton Boulevard; however, implementation of HAZ-1 through HAZ-4 mitigation measures would reduce this potential impact to a less-than-significant level.

Impacts would be less than significant with mitigation incorporated.

Mitigation Measures:

Mitigation Measure HAZ-1 **Prepare a Construction Hazardous Materials Management Plan (HMMP):** Prior to construction, an HMMP shall be prepared by the project Applicant that outlines provisions for safe storage, containment, and disposal of chemicals and hazardous materials, contaminated soils, and contaminated groundwater used or exposed during construction, including the proper locations for disposal. The HMMP shall be prepared to meet OSHA requirements, Title 29 of the CFR 1910.120 and CCR Title 8, Section 5192, and all applicable federal, state, and local regulations and agency ordinances related to the proposed management, transport, and disposal of contaminated media during implementation of work and field activities.

Mitigation Measure HAZ-2 **Conduct Further Investigations as Outlined in the Phase II ESA:** Following demolition, additional investigations shall be conducted by the project Applicant as outlined in the Phase II ESA for the subject property under the direct supervision of a Professional Geologist, licensed in the State of California.

- Conduct a ground penetrating radar survey and soil sampling in the area of the former gasoline service station in the southwest corner of the property.
- Conduct testing for Per- and polyfluoroalkyl substances (PFAS) chemicals of the surface soils.
- Conduct groundwater site testing and prepare a groundwater mitigation plan if necessary in the area of the former drycleaner and former gasoline service station in the southwest portion of the property. The plan shall include, at a minimum, groundwater testing at the project site, a hazard mitigation, and maintenance plan.

Mitigation Measure HAZ-3 **Prepare a Soil Management Plan:** A Soil Management Plan shall be prepared by the project Applicant and implemented by a qualified geologist, prior to approval of the project's grading permit. The Soil Management Plan shall summarize soil profiling procedures (prior to construction/soil excavation), provide guidance for managing soil excavated from the subject property during activities associated with property redevelopment, and

request site closure contingent upon completion of soil excavation and off-site disposal. The Soil Management Plan shall outline a health and safety plan and all work involving potentially impacted soils will be conducted in accordance with the site-specific health and safety plan.

Mitigation Measure HAZ-4 **Halt Construction Work if Potentially Hazardous Materials/Abandoned Oil Wells/Underground Storage Tanks are Encountered:** Contractors shall follow all applicable local, state, and federal regulations regarding discovery, notification, response, disposal, and remediation for hazardous materials and/or abandoned oil wells/underground storage tanks encountered during the construction process. If unidentified USTs are found on the project site, the project Applicant shall work with the Department of Environmental Resources (DER), Hazardous Materials Division in order to prepare a mitigation plan for UST removal or capping to prevent leaking.

b) Create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant with Mitigation. As stated above, the project site may be underlain with contaminated soils and groundwater, the excavation of which could pose a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions. However, with implementation of HAZ-1 through Haz-4, hazards associated with potentially contaminated soils and groundwater would be mitigation to below a level of significance.

According to the California State Water Resources Control Board's GeoTracker database, the project site is not located on a Federal Superfund, State Response, Voluntary Cleanup site, or a site that includes any historic or active leaking underground storage tanks (LUSTs). The project will implement mitigation measures HAZ-1 through Haz-4 to identify any LUST on the project site not listed on Geotracker and to prepare a subsequent mitigation plan if found. Therefore, project implementation would not create a significant hazard to the public or the environmental through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment from these sources.

With implementation of HAZ-1 through Haz-4, the proposed project's potential to create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment would be reduced to a less-than-significant levels. Impacts would be considered less than significant with mitigation incorporated.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant with Mitigation. The school closest to the project site is Lifeline Education Charter School, approximately 0.2 mile southeast of the project site. Mayo Elementary School is 0.8 mile to the northeast and Compton High School is 0.9 mile southwest of the project site.

With implementation of HAZ-1 through Haz-4, potential impacts to nearby schools as a result of the project emitting hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of existing or proposed schools would be reduced to a less-than-significant level. Moreover, the project site represents a health and safety hazard under existing conditions and, upon project implementation, these hazards (potential soil and groundwater contamination) would be mitigated to below a level of significance, thereby increasing safety at the project site and in the surrounding area. As such, impacts would be less than significant with mitigation incorporated.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment caused in whole or in part from the project's exacerbation of existing environmental conditions?

No Impact. The project site is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would not create a significant hazard to the public or the environment (SWRCB 2020; DTSC 2020; U.S. EPA 2016). No impact would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The nearest public airport is the Compton/Woodley Airport, located approximately 1.22 miles southwest of the project site. However, the proposed site lies outside the airport land use plan. Therefore, no impact would result in a safety hazard for people residing or working within an airport land use plan would occur.[12]

12 Los Angeles County. *Airport Land Use Plan*. 2008. Available online at: https://planning.lacounty.gov/assets/upl/data/pd_alup.pdf.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant with Mitigation. The County of Los Angeles designates disaster routes throughout the County, which are used for evacuation purposes in emergency situations. There are no County disaster routes proximate to or within the project site. The closest disaster route is S. Long Beach Boulevard 0.5 mile east of the project site.[1]

Compton Boulevard is a designated disaster route in the City of Compton's General Plan Public Safety Element's Critical Facilities & Emergency Evacuation Map (Exhibit 3).[2] Disaster routes function as primary thoroughfares for movement of emergency response traffic and access to critical facilities. The Public Safety Element notes that the grid system in the City provides alternative routes in the event of street blockage, and the City's permit process ensures that new construction must provide turnarounds large enough for fire trucks.

Project Construction

Construction of the proposed project could temporarily interfere with local and on-site emergency response. However, construction traffic would conform to all traffic work plan and access standards to allow adequate circulation and emergency access. Implementation of a Construction Management Plan, and compliance with access standards would reduce the potential for the impacts on haul routes, emergency response, and access during construction of the proposed project. The majority of construction activities for the proposed project would be confined to the site, except for infrastructure improvements, which may require some work in adjacent street rights-of-way. However, this work would be short-term, temporary, and would occur during off-peak periods. In addition, the Applicant would be required to submit a parking and driveway plan for review by the Compton Fire Department and the Bureau of Engineering (BOE) to ensure compliance with all applicable code-required site access and circulation requirements, as well as code-required emergency access. With implementation of mitigation measure HAZ-5, the proposed project's potential to create a significant impact to adopted emergency response plans or emergency evacuation plans would be reduced to a less-than-significant levels. Impacts would be considered less than significant with mitigation incorporated.

Project Operation

[1] County of Los Angeles Department of Public Works. City of Compton Freeway Disaster Routes. June 2008. Available online at: https://dpw.lacounty.gov/dsg/DisasterRoutes/map/Compton.pdf

[2] City of Compton. General Plan 2030, Public Safety Element Critical Facilities & Emergency Evacuation Map. Available online at: http://www.comptoncity.org/civicax/filebank/blobdload.aspx?blobid=24237.

The project includes the creation of a public pedestrian plaza by vacating Willow Avenue to non-emergency vehicular traffic and an option to reconfigure E. Compton Boulevard between Alameda Street East and Santa Fe Avenue, from two lanes in each direction to one lane in each direction. The proposed improvements would reduce the roadway from approximately 85 feet curb to curb, in its current condition to approximately 50 feet, curb to curb. Beyond the curb would be a pedestrian and bikeway. While Compton Boulevard is a designated emergency route in the City, there are several other east-west thoroughfares similarly designated within the City that could accommodate traffic in the event of an emergency. Alondra Boulevard is a designated emergency route located approximately 1/2 mile to the south and provides access to I-710. Rosecrans Boulevard is a designated emergency route located approximately ½ mile to the north and provides access to the I-110. Unlike E. Compton Boulevard, both Alondra Boulevard and Rosecrans Boulevard provide direct freeway access and are well suited for emergency response. Further, although the capacity would be reduced, in an emergency, E. Compton Boulevard would remain wide enough to accommodate five through lanes of traffic, if the parking and turning lanes were used. Therefore, although the proposed project would reduce the width of E. Compton Boulevard, impacts would not be significant, and no mitigation is required.

Operation of the proposed project would also include the street vacation of Willow Avenue. However, Willow Avenue would not be vacated to emergency vehicular traffic and would include collapsible bollards to allow for emergency vehicle access. The street vacation would conform to all applicable code-required site access and circulation requirements, as well as code-required emergency access. Therefore, impacts to adopted emergency response plan or emergency evacuation plan would be less than significant.

Mitigation Measure:

Mitigation Measure HAZ-5 A Traffic Control Plan and Parking and Driveway Plan would be submitted to the City of Compton for review and approval prior to any temporary road closures due to construction. Lane closures would be intermittent and temporary in nature and one lane of travel in each direction would be maintained throughout the construction period. Any permanent lane closures would meet all applicable code-required site access and circulation requirements, as well as code-required emergency access through consultation with the Compton Fire Department, BOE, and DOT with the City of Compton Planning Department.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. As discussed in Section 18 *Wildfire*, the project site is located in an urbanized area in the center of the City of Compton and the project site does not lie within an identified Fire Hazard Severity Zone. As a result, the risk of a wildland fire harming people or structures is low, and the proposed project would have a less than significant impact with respect to this issue.[13]

[13] County of Los Angeles Open Data. Fire Hazard Severity Zones. Available online at: https://data.lacounty.gov/dataset/Fire-Hazard-Severity-Zones/jwg2-9k5y.

10. HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: (i) result in substantial erosion or siltation on- or off-site?				
i. result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒	☐
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
iv. impede or redirect flood flows?	☐	☐	☒	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation??	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Impact Analysis:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less Than Significant. As part of Section 402 of the Clean Water Act, the United States Environmental Protection Agency (EPA) has established regulations under the National Pollution Discharge Elimination System (NPDES) program to control direct storm water discharges. In California, the SWRCB administers the NPDES permitting program and is responsible for

developing NPDES permitting requirements. The NPDES program regulates industrial pollutant discharges, which include construction activities. The SWRCB works in coordination with the RWQCB to preserve, protect, enhance, and restore water quality.

A project would normally have a significant impact on surface water quality if discharges associated with a project would create pollution, contamination, or nuisance as defined in Section 13050 of the California Water Code (CWC) or that cause regulatory standards to be violated, as defined in the applicable NPDES stormwater permit or Water Quality Control Plan for the receiving water body. For the purpose of this specific issue, a significant impact may occur if a project would discharge water which does not meet the quality standards of agencies which regulate surface water quality and water discharge into stormwater drainage systems. Significant impacts would also occur if a project does not comply with all applicable regulations with regard to surface water quality as governed by the SWRCB. These regulations include compliance with the Standard Urban Storm Water Mitigation Plan (SUSMP) requirements to reduce potential water quality impacts.

As required under the NPDES, the proposed project would be responsible for the preparation of a Storm Water Pollution Prevention Plan (SWPPP) and implementation of BMPs to mitigate the effects of erosion and the inherent potential for sedimentation and other pollutants entering the stormwater system. Implementation of SWPPP and compliance with the NPDES and City discharge requirements would ensure that the construction of the proposed project would not violate any water quality standards or discharge requirements, or otherwise substantially degrade water quality.

In October 2008, the County adopted a Low Impact Development (LID) Ordinance into the Los Angeles County Code Title 12, Chapter 84 to require the use of LID principles in all development projects except road and flood infrastructure projects. In November 2013, the County amended the Los Angeles County Code Title 12, Chapter 84 to incorporate the requirements of the 2012 MS4 Permit. The November 2013 LID Ordinance became effective December 5, 2013, and requires that project applicants submit a comprehensive LID Plan and analysis demonstrating compliance with the LID Standards Manual (which also constitutes compliance with the November 2013 LID Ordinance) for review and approval by the Director of Public Works.

Full compliance with the LID Plan, SUSMP, and implementation of design-related best management practices would ensure that the operation of the proposed project would not violate any water quality standards and discharge requirements or otherwise substantially degrade water quality. If required, any dewatering activities during construction shall comply with the

requirements of the Waste Discharge Requirements for Discharges of Groundwater from Construction and Project Dewatering to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties (Order No. R4-2008-0032 National Pollutant Discharge Elimination System No. CAG994004) or subsequent permit and the measures outlined in the IRAP. The proposed project does not include any point-source discharge (discharge of polluted water from a single point such as a sewage-outflow pipe). Therefore, the project would result in a less than significant impact to water quality and waste discharge during its construction and operation.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less Than Significant. Groundwater was encountered at depths that ranged from approximately 44.5 feet to 47.2 feet in the project area (see **Appendix D. Geotechnical Investigation Report)**. These groundwater depths correspond to approximate groundwater elevations of 13 to 17 feet. The California Division of Mines and Geology (CDMG) does show data for historically highest groundwater contours at approximately 8 feet below ground surface on Plate 1.2 of the Seismic Hazard Zone Report for the South Gate Quadrangle (1998). The regional groundwater table is not expected to be countered during planned grading and construction near surface; however, the groundwater table will be encountered during deeper pile foundation installation and construction and should be anticipated.

Wet weather periods may produce groundwater seepage along less permeable layers from infiltration of rainfall, surface flow, runoff and storm water recharge and should be anticipated during grading and construction. Local zones of perched groundwater may be present within the near-surface deposits due to buried alluvial channel features, channel remnants, local recharge conditions or during the rainy season. In general, groundwater levels fluctuate with the seasons. Groundwater conditions below any given site vary depending on numerous factors including seasonal rainfall, local irrigation, storm water recharge and groundwater pumping, among other factors.

The City of Compton Water Department supplies water to customers within the City. The project site is covered with approximately 90 to 95 percent impervious surfaces. Following site redevelopment, groundwater recharge on the project site would be equal to or exceed existing conditions. Furthermore, as discussed above, in accordance with the County's LID Ordinance, the project would require the implementation of stormwater best management practices to retain or treat the runoff from a storm event producing ¾-inch of rainfall within a 24-hour period. Therefore, the project would not substantially interfere with groundwater recharge.

In addition, there would be no depletion of groundwater supplies or levels since no groundwater interception or withdrawal is proposed as part of the project. The proposed project would use municipal water sources during both construction and operation.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner, which would:

(i) result in substantial erosion or siltation on- or off-site?

No Impact. The project site is located in a highly urbanized area within the City of Compton. There are no natural watercourses on the project site. Current stormwater runoff flows to the local storm drain during a storm event.

The project would be required to prepare a SWPPP and implement BMPs to reduce runoff and preserve water quality during construction of the proposed project. Further, the project would be required to implement an LID Plan during the project's operation, which would reduce the amount of surface water runoff leaving the project site after a storm event. The LID Plan would require the implementation of stormwater best management practices to retain or treat the runoff from a storm event producing ¾-inch of rainfall in a 24-hour period. Therefore, the project would not result in an impact in relation to substantial erosion or siltation on- or off-site.

(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite

Less Than Significant. Implementation of the proposed project is not anticipated to substantially change the drainage pattern on the project site. As discussed above, the project would implement both a SWPPP and an LID Plan and would not substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or –off-site. As such, impacts would be less than significant.

(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

Less Than Significant. Implementation of the proposed project is not anticipated to substantially change the drainage pattern on the project site. As discussed above, the project would implement both a SWPPP and an LID Plan and would not substantially increase the rate or amount of surface runoff in a manner that would exceed the capacity of existing or planned drainage systems. As such, impacts would be less than significant.

(iv) impede or redirect flood flows?

Less Than Significant. The project site is in an area of minimal flood risk (Zone X) and is not located within a 100-year flood zone, as mapped by FEMA.[14] Therefore, the proposed project would not involve the development of new housing and/or structures within an identified 100-year flood hazard area. Impacts would be less than significant.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No Impact. The project site is not located within a coastal area, and no water bodies are on or adjacent to the project area that would impact future projects due to a seiche. Therefore, there would be no impact.

Due to its inland location, the project site is not susceptible to tsunamis. Therefore, there would be no impacts in this regard.

In addition, given the developed nature of the project area, there are no features adjacent to the project area capable of inundating the site by mudflow. Thus, no impacts are anticipated with regard to the inundation by seiche, tsunami, or mudflow.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less Than Significant. Potential pollutants generated by the project would be typical of residential and commercial land uses and may include sediment, nutrients, pesticides, pathogens, trash and

14 FEMA Flood Insurance Rate Map No. 06037C1815F, effective as of 09/26/2008. Accessed October 2020 online at: https://msc.fema.gov/portal.

debris, oil and grease, and metals. The implementation of BMPs required by the LID Ordinance would target these pollutants that could potentially be carried in stormwater runoff. Implementation of the LID measures on the project site would result in an improvement in surface water quality runoff as compared to existing conditions. As such, the project would not conflict with or obstruct any water quality control plans. With compliance with existing regulatory requirements and implementation of LID BMPs, the project would not conflict with or obstruct implementation of a water quality control plan or a sustainable groundwater management plan. Impacts would be less than significant.

11. LAND USE AND PLANNING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Impact Analysis:

a) Physically divide an established community?

No Impact. A significant impact may occur if the project would be sufficiently large or configured in such a way so as to create a physical barrier within an established community. A physical division of an established community is caused by an impediment to through travel or a physical barrier, such as a new freeway with limited access between neighborhoods on either side of the freeway, or major street closures.

The project would construct a multi-block mixed-use development which would include a bridge over Willow Avenue. The building would have a maximum height of 85 feet, not including hidden rooftop mechanical equipment. The project site is currently developed and does not serve to connect any existing communities. The project would not include the construction of any new off-site infrastructure, such as buildings or roads that would physically divide the surrounding established community. Rather, the proposed project would involve significant improvements to the project site, including amenities that would encourage pedestrian and public interaction with the project site and with the surrounding neighborhood.

Operation of the proposed project would also include the street vacation of Willow Avenue. However, Willow Avenue would not be vacated to emergency vehicular traffic and would include collapsible bollards to allow for emergency vehicle access. While Willow Avenue will be closed to non-emergency vehicles through the project site, the plaza will encourage public pedestrian movement and interaction with the public along Compton Boulevard and Willow Avenue. Twenty-four-hour public access will be available along all sidewalks and in Willow Plaza, including the connection between Compton Blvd. and

Willow Avenue. Therefore, the project will not have an impact on the physical division of an established community.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant. The project site is surrounded predominantly by urban commercial; parking; and low, medium, and high-density residential land uses. Per the City of Compton 2030 General Plan Map, the site falls under the General Commercial Land Use Designation. Per the City of Compton Zoning Map, the site is zoned as CL Zone – Limited Commercial. This use provides for general retail and service commercial uses. As part of the approval of this project, the General Plan Land Use Diagram will be amended to a "Specific Plan" designation and the Zoning Map will be amended to a "Specific Plan" zone. The 501/601 E. Compton Blvd. Specific Plan will define all permitted uses and development standards for the site.

Table 3.0-5, Project Consistency with the Draft City of Compton 2030 General Plan Elements shows the proposed project's consistency with relevant elements of the 2030 General Plan.

Table 3.0-5
Project Consistency with Draft 2030 City of Compton General Plan Elements

2030 General Plan Goal/Policy	Project Consistency
Land Use Element	
Goal 1: Revitalize Compton, and create a safe, attractive, desirable community which attracts new businesses and residents of all income ranges.	Consistent. The proposed project would develop a mixed-use development that would include 300 residential units, over 7,000 square feet of retail uses, a pedestrian plaza, and the Compton Innovation Hub and Creative Studios. Furthermore, the development would set aside 60 units (20 percent) as affordable units.
Policy 1.6: Promote quality design in new development projects.	Consistent. The proposed project would include a pedestrian plaza, open space and landscaping, and lighting.
Policy 1.8: Use specific plans and similar planning approaches as means to focus revitalization efforts on.	Consistent. The development project is a specific plan which focuses the City's revitalization efforts.
Urban Design Element	
Goal 1: Improve the City's image and appearance through a combination of	Not Applicable. This goal directs the City on improving image and

design guidelines and regulations, public investment, and private incentives.	appearance. While not directly applicable to the project, the proposed project could be considered a part of an overall effort to revitalize specific sites.
Goal 2: Eliminate blighting conditions and neighborhood deterioration Citywide to achieve an improved urban environment.	Consistent. The project would develop a site which includes vacant structures that are partially demolished.
Policy 2.3: Encourage mixed use residential and retail/service commercial developments along Compton and Rosecrans Boulevards and Wilmington Avenue.	Consistent. The proposed project would construct a mixed-use development along Compton Boulevard.
Housing Element	
Goal 4: The City of Compton will encourage development of a viable urban community consistent with orderly growth and environmental conservation to provide suitable living environments, with access to employment, community facilities, and services.	Consistent. The proposed project would develop a mixed-use development, consisting of residential uses, retail uses, a pedestrian plaza, and the Compton Innovation Hub and Creative Studios. The site is located in the center of Compton with access to employment and retail centers and light rial transit. The proposed project also includes open space and landscaping as well as sustainability features.
Circulation Element	
Goal 6: Encourage bicycle and pedestrian routes between residential neighborhoods and the schools, local commercial areas, and other uses serving the immediate neighborhood.	Consistent. The project includes streetscape improvements and bicycle parking on-site to encourage pedestrian and bicycle travel.
Policy 6.2: Allow for mixed-use developments which integrate residential and compatible non-residential uses, and ensure such developments incorporate features which facilitate bike use and pedestrian travel.	Consistent. The proposed project includes a mixed-use development, consisting of residential and retail uses, a pedestrian plaza, and the Compton Innovation Hub and Creative Studios. Furthermore, the project includes streetscape improvements and bicycle parking on-site to encourage pedestrian and bicycle travel.
Policy 6.5: Consider development of a pedestrian bridge across rail lines to link the civic center with nearby shopping centers.	Consistent. The proposed project would develop a mixed-use development, consisting of residential and retail uses, a pedestrian plaza,

	and the Compton Innovation Hub and Creative Studios. The project would generally encourage the overall use of pedestrian and bicycle facilities.

Source: City of Compton Draft 2030 General Plan URL:
http://www.comptoncity.org/civicax/filebank/blobdload.aspx?BlobID=24243

The project would replace a vacant lot which was previously the site of older buildings which had themselves been vacant for many years. The development would be centered on a major public plaza at the current intersection of E. Compton Boulevard and Willow Avenue with public art, seating, and vegetation. A unique staircase with trees and vegetation will lead up along the Compton Boulevard side of the project to a green roof deck at the top. The development will also include several different massing modules and frontage planes, creating a unique and modern statement about Downtown Compton.

Massing and views from the project are intended to focus all activity away from the residential neighborhood to the north, which is zoned RH (Residential High Density) and is one of the City's densest. Willow Avenue will be closed to prohibit vehicles accessing the project. The project is an example of downtown transit-oriented development which places a high density of residences, amenities, and jobs within walking distance of the Metro A Line (Blue), which provides access for people of all incomes and abilities to the greater Los Angeles region.

It introduces the first major job center in Downtown Compton since the construction of the Civic Center in the 1970's. The 40,000 square foot Innovation Hub has been planned specifically with the goal of creating employment, entrepreneurship, and business development opportunities for Compton's leaders in cultural industries including art, film and music, as well as technology. This has the potential to reverse the trends in place over the past decades in which Compton has gained worldwide recognition because of artistic talent yet has seen profits flow elsewhere because there has not been a business infrastructure for the production and distribution of creative content.

12. MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Impact Analysis:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. A significant impact would occur if the proposed project would result in the loss of availability of a known mineral resource of regional or statewide value. The project site is not zoned for oil extraction and drilling, or mining of mineral resources.[15] According to the City of Compton General Plan, the State Division of Mines and Geology has not designated any lands in Compton as a classified mineral resource deposit area. Due the urban nature of Compton, it is unlikely that mineral resources will be discovered and utilized in the future. The project would not involve any oil or mineral extraction activities. Therefore, development of the project would not result in the loss of availability of a mineral resource that would be of value to the residents of the state or a locally-important mineral resource, or mineral resource recovery site, as delineated on a local general plan, specific plan, or land use plan. Thus, no impact associated with mineral resources would occur.

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. As noted above, according to the City of Compton General Plan, there are no areas in the City that are classified as mineral resource deposit areas. The project would not involve oil or mineral extraction activities. No impact would occur.

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15 Sites with known mineral resources are generally known as Mineral Resource Zones (MRZ), as classified by the California Geological Survey (CGS).

13. NOISE & VIBRATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise	☐	☐	☐	☒

Impact Analysis:

The following analysis is based partially on the Noise and Vibration Impact Assessment Report prepared for the project by Impact Sciences in November 2020 and contained herein as Appendix F.

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant with Mitigation.

Construction Impacts

Temporary On-Site Construction Activity Noise

Noise levels would generally peak during demolition and grading phases, when diesel-fueled heavy-duty equipment like excavators and dozers are needed to move large amounts of debris or dirt. This equipment is mobile in nature and does not always operate at in a steady-state mode full load, but rather powers up and down depending on the duty cycle needed to conduct work. As such, equipment is occasionally idle during which time no noise is generated by that equipment. Equipment will often operate away from off-site receptors, as mobile equipment generally does not operate continuously in one place.

During other phases of construction (e.g., site preparation, paving, building construction), noise impacts are generally lesser than during demolition and grading because they are less reliant on using heavy equipment with internal combustion engines. Smaller equipment such as forklifts, generators, and various powered hand tools and pneumatic equipment would generally be utilized. Off-site secondary noises would be generated by construction worker vehicles, vendor deliveries, and haul trucks.

As shown on **Table 3.0-6, Construction Noise Impacts at Off-Site Sensitive Receptors (without Mitigation),** when considering ambient noise levels, the use of multiple pieces of powered equipment simultaneously could increase noise by up to approximately 12.7 dBA L_{eq} at the closest residences on Spring Avenue adjacent to the project site and an increase of up to approximately 5.4 dBA at the residences along Santa Fe Avenue. These estimated construction noise levels would exceed the City's significance threshold of 5 dBA. However, **Mitigation Measure NOISE-1** requires the use of temporary sound barriers along the northern property lines during the project's construction phase and would reduce the project's construction noise levels to below the City's significance threshold. Therefore, with mitigation, the project's on-site construction noise impact would be less than significant.

Table 3.0-6
Construction Noise Impacts at Off-Site Sensitive Receptors (without Mitigation)

Receptor	Maximum Construction Noise Level (dBA L_{eq})	Existing Ambient Noise Level (dBA L_{eq})	New Ambient Noise Level (dBA L_{eq})	Increase (dBA L_{eq})	Potentially Significant?
1. Residence – Spring Avenue	70.8	58.3	71.09	12.7	Yes
2. Residence – Santa Fe Avenue	67.4	63.5	68.9	5.4	Yes
3. Lifeline Education Charter School	52.1	66.8	66.9	0.1	No
4. Residence – Willow Avenue	59.0	56.7	61.0	4.3	No

Source: Impact Sciences, 2020.

Mitigation Measure:

MM-NOISE-1: Temporary noise barriers shall be installed along the northern perimeter of the project site. The barrier shall consist of K-rail with one-inch plywood fencing on top, at least 3 meters (9.8 feet in height) and not have any gaps or holes between the panels or at the bottom. The supporting structure shall be engineered and erected in order to comply with Compton Municipal Code noise requirements.

As shown in **Table 3.0-7, Construction Impacts at Off-Site Sensitive Receptors (with Mitigation)**, implementation of Mitigation Measure NOISE-1 would reduce noise exposure of sensitive receptors below a 5 dBA Leq incremental increase. As a result, construction noise impacts would be considered less than significant with mitigation.

Table 3.0-7
Construction Noise Impacts at Off-Site Sensitive Receptors (with Mitigation)

Receptor	Maximum Construction Noise Level (dBA L_{eq})	Existing Ambient Noise Level (dBA L_{eq})	New Ambient Noise Level (dBA L_{eq})	Increase(dBA L_{eq})	Potentially Significant?
1. Residence – Spring Avenue	61.3	58.3	63.1	4.8	No
2. Residence – Santa Fe Avenue	58.6	63.5	64.7	1.2	No
3. Lifeline Education Charter School	51.9	66.8	66.9	0.1	No
4. Residence – Willow Avenue	59.0	56.7	61.0	4.3	No

Source: Impact Sciences, 2020.

Temporary Off-Site Construction Activity Noise

Construction haul trucks would generate noise off-site during site demolition. This would include removal of materials from the project site, base materials, and demolished materials. While this vehicle activity would increase ambient noise levels along the haul route, ambient noise levels would not be expected to significantly increase ambient noise levels by 3 dB(A) or greater at any noise sensitive land use. Studies have shown that a 3 dB(A) increase in sound level pressure is barely detectable by the human ear. A 3 dB(A) increase in roadway noise levels requires an approximate doubling of roadway traffic volume, assuming that travel speeds and fleet mix remain constant.[16] The Traffic Impact Analysis completed for the project shows that the segment on Compton Blvd between Alameda Ave (east) and Santa Fe Ave has a traffic volume of approximately 1,578 vehicles during the A.M. peak hour, and 1,682 vehicles during the P.M. peak hour.[17] The grading period is estimated to have a total of 2,301 hauling trips (including trips to and from the site) over a 185 day period, averaging about 13 trips per day. The addition of 247 passenger car equivalency (PCE) trips to local roadways would account for 15.7 percent of the A.M. peak hour traffic volume or 14.7 percent of the P.M. peak hour traffic volume. Since it would take a doubling of roadway traffic volume to increase noise levels by 3 dB(A), the addition of haul trucks

16 California Department of Transportation, Technical Noise Supplement to the Traffic Noise Protocol. September 2013.

17 Iteris, Inc. 2020. 501/601 E. Compton Blvd Specific Plan Focused Traffic Impact Analysis.

from the project would not increase traffic to levels capable of producing 3 dB(A) ambient noise increases and there would be no perceptible increase in noise due to the addition of haul trucks.

Operation Impacts

Permanent Operational Traffic Noise

As discussed above, a 3 dB(A) increase in roadway noise levels requires an approximate doubling of roadway traffic volume, assuming that travel speeds and fleet mix remain constant. A 3 dB(A) noise level increase is the minimum noise level increase required for a human to perceive a change in ambient noise.

Traffic volumes in the project area were obtained from the traffic impact analysis prepared for the proposed project (See Appendix G). Trip generation information for the proposed project was added to peak hour traffic volumes to determine whether traffic increased enough to result in an audible noise level increase. The Traffic Impact Analysis completed for the project shows that the segment on Compton Blvd between Alameda Ave (east) and Santa Fe Ave has a traffic volume of approximately 1,578 vehicles during the A.M. peak hour, and 1,682 vehicles during the P.M. peak hour. For this segment (Compton Blvd between Alameda Ave (east) and Santa Fe Ave), the traffic study showed that the proposed project would add approximately 44 A.M. peak hour trips and 71 P.M. peak hour trips. The project's addition of approximately 44 A.M. peak hour trips and 71 P.M. peak hour trips would cause an increase of 2.79 percent for the A.M. peak hour and 4.22 percent for the P.M. peak hour traffic volumes. This increase in traffic volumes compared to current traffic counts and is not significant enough to cause an audible noise increase in traffic noise since it takes a doubling of traffic to increase noise levels to a perceptible degree.

Permanent Operation Stationary Noise

During project operation, the project would include stationary noises from sources associated with building operations, such as heating, ventilation, and air conditioning (HVAC) systems, as well as vehicle parking. Large ground-level HVAC systems typically generate noise levels between 50 and 65 dB(A) at 50 feet. Rooftop mounted equipment typically produces noise levels of up to approximately 56 dB(A) at 50 feet. The proposed project is anticipated to utilize rooftop mounted HVAC equipment. The nearest receptors would be located approximately 15 feet away. The elevation of this noise source and the presence of a roof edge create an effective noise barrier that reduces noise levels from rooftop HVAC units by 8 dBA or more.[18] Therefore noise from the

18 City of Moreno Valley, Moreno Valley WalMart Noise Impact Analysis, Table 901. February 10, 2015.

HVAC system would cause a maximum noise level of 58.5 dB(A) Leq. Adding to an existing ambient noise level of 58.3 dB(A) would create a new ambient noise level of approximately 61.4 dB(A). This would result in a maximum noise level increase of approximately 3.1 dB(A) Leq. This is below the threshold of a 5 dB(A) increase in ambient noise levels and would not cause any nearby sensitive land use to exceed the normally acceptable level of noise identified in **Table 3.0-7**. Therefore, on-site HVAC noise would result in a less than significant impact.

Parking noise typically generates noise levels of approximately 60 dB(A) at 50 feet. Commercial parking for the proposed project would occur in a small above-grade garage on the first three levels of the building in the northern part of the 601 block of Compton Boulevard. This garage includes 111 parking spaces and is accessed from Santa Fe Avenue. The closest receptors would be residential uses to the north located approximately 20 feet away. Receptors located to the north would experience a noise level increase of approximately 1.6 dB(A) when vehicles enter the garage and are exposed to parking noise from the proposed project. This is below the threshold of a 5 dB(A) increase in ambient noise levels and would not cause any nearby sensitive land use to exceed the normally acceptable level of noise identified in **Table 3.0-7**. Therefore, parking noise would result in a less than significant impact.

Residential parking would be located in a below-grade garage with and therefore would not be anticipated to cause noise impacts on any adjacent sensitive receptors.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant.

Construction Activity Vibration

The Federal Transit Administration provides ground-born vibration impact criteria with respect to building damage during construction activities. PPV, expressed in inches per second, is used to measure building vibration damage. Construction vibration damage criteria are assessed based on structural category (e.g. reinforced-concrete, steel, or timber). FTA guidelines consider 0.2 inch/sec PPV to be the significant impact level for non-engineered timber and masonry buildings. Structures or buildings constructed of reinforced concrete, steel, or timber have a vibration damage criterion of 0.5 inch/sec PPV pursuant to FTA guidelines.[19]

19 Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*. September 2018.

Groundborne vibration generated by construction activities associated with the proposed project would affect both on- and off-site sensitive uses located in close proximity to the project site. As shown in **Table 3.0-8, Vibration Source Levels for Construction Equipment**, vibration velocities could range from 0.003 to 0.089 inch/sec PPV at 25 feet from the source activity, with corresponding vibration levels (VdB) ranging from 58 VdB to 87 VdB at 25 feet from the source activity, depending on the type of construction equipment in use.

Table 3.0-8
Vibration Source Levels for Construction Equipment

	Approximate PPV (in/sec)					Approximate RMS (VdB)				
Equipment	**25 Feet**	**50 Feet**	**60 Feet**	**75 Feet**	**100 Feet**	**25 Feet**	**50 Feet**	**60 Feet**	**75 Feet**	**100 Feet**
Large Bulldozer	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Caisson Drilling	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Loaded Trucks	0.076	0.027	0.020	0.015	0.010	86	77	75	72	68
Jackhammer	0.035	0.012	0.009	0.007	0.004	79	70	68	65	61
Small Bulldozer	0.003	0.001	0.0008	0.0006	0.0004	58	49	47	44	40

Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual, 2018.

Table 3.0-9, Vibration Levels at Off-Site Sensitive Uses from Project Construction - Unmitigated, shows the vibration velocity and levels that would occur at these nearby buildings and structures during construction at the project site. It should be noted that none of these buildings are considered historic and are thus evaluated as non-engineered timber and masonry buildings.

The vibration velocities predicted to occur at the nearest receptors located 15 feet from the nearest project site boundary would be 0.191 in/sec PPV. All receptors are considered to be a non-engineered timber or masonry building and would not experience a PPV groundborne vibration level that exceed the FTA 0.2 in/sec PPV threshold. Therefore, vibration impacts associated with building damage due to construction activities would result in a less than significant impact. No mitigation is required.

Table 3.0-9
Vibration Levels at Off-Site Sensitive Uses from Project Construction - Unmitigated

Sensitive Uses Off-Site	Distance to Project Site (ft.)	Receptor Significance Threshold PPV (in./sec)	Estimated PPV (in/sec) [a]
1. Residence - Spring Ave	15	0.2	0.191
2. Residence – Santa Fe Ave	15	0.2	0.191
3. Lifeline Education Charter School	450	0.2	0.001
4. Residence – Willow Ave	205	0.2	0.003

Source: Impact Sciences, Inc. 2020

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise?

No Impact. The project site is not in the vicinity of a private airstrip or airport land use plan. Likewise, the project site is not located within an airport land use plan or within two miles of a public airport or public use airport. As such, the project would not expose people residing or working in the project area to excessive airport-related noise levels. No impact would occur from the proposed project and no further analysis is required.

14. POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Impact Analysis:

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant. The project site is located within the jurisdiction of SCAG. SCAG's mandated responsibilities include development of plans and policies with respect to the region's population growth, transportation programs, air quality, housing, and economic development. Specifically, SCAG is responsible for preparing the Regional Housing Needs Assessment (RHNA), in coordination with other population employment, and housing projects for the regions and its subdivisions. In 2020, SCAG's Regional Council adopted the Connect SoCal Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS). The Connect SoCal Plan presents the transportation visions for the region from 2020 to 2045 and provides a long-term investment framework for addressing the region's transportation and related challenges. It also includes projections of population, households, and employment through the horizon year.

The proposed project would result in the development of 300 residential units. The Connect SoCal Plan (2020-2045 Regional Transportation Plan) estimates that Compton's residential population will grow to 103,100 people in 2045, an increase of 3,100 residents over 2016 conditions. SCAG estimates an average household size of 3.1 persons per dwelling unit as of 2016. Based on this

conservative estimate, the project would result in approximately 930 new residents, approximately one-third of the expected citywide growth by 2045. [20]

The current 6th cycle Draft RHNA allocates a minimum of 1,001 dwelling units for the City of Compton, including 235 units for very low-income households and 121 units for low-income households. The project would provide 300 residential units, including 58 (20 percent) affordable units. As such, the proposed project will generate a third of the City's minimum required dwelling units as well as a quarter of the City's minimum required low-income housing units. The project would also meet a growing demand for housing near jobs and transportation centers, consistent with state, regional, and local regulations designed to reduce vehicle miles traveled and greenhouse gas emissions while increasing public transit usage. The City of Compton is currently preparing a Transit Oriented Development Specific Plan to transform the Compton Transit Station area into a vibrant mixed-use village with access to enhanced public space. The proposed project will place residential, retail, and office land uses near the Metro A line (Blue line), which will further the City's overall goal of transforming this area.[21] While operation of the project will result in population growth within the area, the proposed project is in line with the City's population and housing requirements and overall goal to transform this area of Compton. Therefore, impacts would be less than significant.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. A significant impact would occur if the proposed project would displace a substantial quantity of housing units. The project site is not occupied by any housing units. No impact would occur.

20 SCAG. *Connect SoCal: Demographics and Growth Forecast Technical Report*. Available online at: https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579,

21 City of Compton. *Compton Station Specific Plan*. Available online at: http://www.comptoncity.org/depts/cd/projects/compton.asp.

15. PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☒	☐
ii. Police protection?	☐	☐	☒	☐
iii. Schools?	☐	☐	☒	☐
iv. Parks?	☐	☐	☒	☐
v. Other public facilities?	☐	☐	☒	☐

Impact Analysis:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

i) Fire protection?

Less Than Significant. A significant impact would occur if the Compton Fire Department (CFD) could not adequately serve the proposed project, necessitating a new or physically altered station. The project site is approximately equidistant from Compton Fire Station 1 and Station 2, located 0.6 miles west and northeast, respectively. CFD responds to an average of 10,000 emergency calls per year, approximately 75 percent of which are for emergency medical services. The department's average response time is 4 minutes and 30 seconds.[22] In 2018, the total number of national fire

22 Compton City. *Fire Department*. Available online at: http://www.comptoncity.org/depts/fire/default.asp, accessed October 14, 2020.

department calls was approximately 36,746,500 calls.[23] The National Fire Protection Agency has set the goal that the first engine should arrive on scene within 240 seconds (4 minutes) for 90% of responses.[24]

The project is a seven-story, 85 feet in height structure that would result in an increase of 300 residential units, resulting in an estimated 930 new residents. The increase in residents would increase the number of emergency calls and demand for CFD fire and emergency services. The population of Compton is approximately 95,605 people[25], therefore each citizen makes approximately 0.105 calls to CFD per year. An additional 930 residents would increase the calls to CFD by 97.65 calls per year. To maintain the level of fire protection and emergency services, CFD may require additional fire personnel and equipment. However, the CFD's Fire Prevention Bureau will review building plans to ensure compliance with fire and life safety codes. Further, consistent with the California Building Code, the project will be required to include an automatic sprinkler system.[26] Therefore, given that there are two existing fire stations in close proximity to the project site, it is not anticipated that there would be a need to build new or expanded fire stations to serve the proposed project and maintain acceptable response times or other performance objectives for fire protection. By analyzing data from previous years and continuously monitoring current data regarding response times, types of incidents, and call frequencies, CFD can shift resources to meet local demands for fire protection and emergency services.

As discussed in Chapter 9, *Hazards and Hazardous Materials* (Section f), with implementation of HAZ-5, the proposed project would neither create capacity or service level problems nor result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities in order to maintain acceptable service ratios, response times or other performance objectives for fire protection. Therefore, the proposed project would result in a less than significant impact.

ii) Police protection?

Less Than Significant. The Los Angeles County Sheriff's Department (LASD) is responsible for providing police protection services to the project site. A significant impact may occur if the LAPD

23 National Fire Protection Association. *Fire Department Calls*. Available online at: https://www.nfpa.org/News-and-Research/Data-research-and-tools/Emergency-Responders/Fire-department-calls.

24 National Fire Protection Association. *NFPA 1710*. Available online at: https://www.nfpa.org/Codes-and-Standards/ARCHIVED/Safer-Act-Grant/NFPA-1710.

25 US Census Bureau. 2019. *Quickfacts Campton City, California.* Available online at: https://www.census.gov/quickfacts/comptoncitycalifornia.

26 California Building Code. *Section 903: Automatic Sprinkler System*.

could not adequately serve a project, necessitating a new or physically altered station. A significant impact would occur if the Los Angeles County Sheriff's Department (LASD) could not adequately serve the proposed project, necessitating a new or physically altered station. The LASD provides general law enforcement services to 42 contract cities, 141 unincorporated communities, 216 facilities, hospitals, and clinics located throughout the County, nine community colleges, Metropolitan Transit Authority, and 37 Superior Courts. The LASD's average response time for an emergency, priority, and routine calls are approximately 2 minutes and 54 seconds, 7 minutes and 30 seconds, and 43 minutes and 12 seconds, respectively.[27] The LASD employs approximately 18,000 people, including 9,972 sworn officers in 2015, and answers approximately 1.2 million calls per year amongst approximately 3 million people.[28, 29] As a result, there are approximately 300.84 people per sworn officer.

The proposed project would result in an increase of 930 new residents and will increase demand for police service. Specifically, the project will increase the amount of people per sworn officer from 300.84 to 300.94 people per sworn officer. The project site and surrounding area are currently served by the Compton Station of LASD, located at 200 West Compton Boulevard, approximately 0.5 miles west of the project site. The proposed project would include adequate and strategically positioned functional and thematic lighting to enhance public safety. Twenty-four-hour public access will be available along all sidewalks and in Willow Plaza, including the connection between Compton Blvd. and Willow Avenue. The Innovation Hub, retail, and residential components of the of the development, however, will all be separated from an access point of view. Entrances into the residential area, apart from the lobbies will have access controlled through gates or other mechanisms. The building and layout design of the buildings would also include crime prevention features, such as downward-directed lighting along all project edges and in all public spaces. A six-foot solid masonry wall will divide the project site from neighboring properties and trees will be planted along this wall on the majority of the property line. Additionally, the project residents would be able to monitor suspicious activity at the building entry points. These preventative and proactive security measures would decrease the amount of service calls to the LASD.

As discussed in Chapter 9, *Hazards and Hazardous Materials* (Section f), with implementation of HAZ-3, and given the project's design features aimed to increase safety, it is not anticipated that there would be a need to build a new or expanded police station to serve the proposed project and

27 https://local.nixle.com/alert/5660482/.

28 Los Angeles Sheriff's Department. *2018 Year in Review*. Available online at: https://www.lasd.org/pdfjs/publications/2018-YIR-VIEW2.pdf.

29 Los Angeles Almanac. *Los Angeles County Sheriff Department*. Available online at: http://www.laalmanac.com/crime/cr67.php.

maintain acceptable response times or other performance objectives for police protection. Therefore, the project would result in a less than significant impact.

iii) Schools?

Less Than Significant. The project site is located within the boundaries of the Compton Unified School District (CUSD). A significant impact would occur if the proposed project would include substantial employment or population growth, which could generate a demand for school facilities that would exceed the capacity of the school district. The proposed project would result in a net increase of 300 residential units, which has the potential to exponentially increase enrollment at schools that serve the area. However, development of the proposed project would be subject to California Government Code Section 65995, which would allow CUSD to collect impact fees from developers of new residential and commercial space. Conformance to California Government Code Section 65995 is deemed to provide full and complete mitigation of impacts to school facilities. Therefore, the proposed project would result in a less than significant impact to public schools.

iv) Parks?

Less Than Significant. A significant impact would occur if the proposed project would exceed the capacity or capability of the local park system to serve the proposed project. The City of Compton Parks and Recreation Department is responsible for the provision, maintenance, and operation of public recreational and park facilities and services in the City. According to the City of Compton General Plan, the Compton Recreation Department oversees fourteen local parks totaling almost 60 acres. The National Recreation and Parks Association recommends five acres of parkland for every 1,000 residents. However, the Quimby Ordinance enable cities in California with standards of 3 acres per 1,000 residents to assess new developments an impact fee for park development. Given that the City's population was approximately 100,000 residents in 2016, the City is experiencing a park deficit.[30]

The proposed project would result in an increase of approximately 930 residents. Based on census data for Compton, it is assumed that approximately 74 residents would be children five years of age or younger.[31] Wilson Park, a 3.9-acre park featuring a picnic area, skate park, recreation rooms, and gymnasium, is located less than 500 feet west of the project site. While the proposed use can

30 City of Compton. *Draft Compton General Plan 2030, Section 5.0 Conservation, Open Space, and Recreation Element.* Available online at: http://www.comptoncity.org/civicax/filebank/blobdload.aspx?blobid=24236.

31 U.S. Census Bureau. *QuickFacts – Compton City, California.* Available online at: https://www.census.gov/quickfacts/fact/table/comptoncitycalifornia/PST040219.

have the potential to increase demand for parks and recreation facilities, on the nearby parks, the project is providing 38,200 square feet of total open space, including 13,000 square feet of publicly accessible open space to assist in offsetting the need for public park space. This usable open space on the site would help alleviate usage of the City's existing park system. Therefore, the proposed project would not create capacity or service level problems, or result in substantial physical impacts associated with the provision or new or altered parks facilities. Accordingly, the proposed project would result in a less than significant impact on park facilities.

v) Other Public Facilities?

Less Than Significant. A significant impact would occur if the proposed project would result in substantial employment or population growth that could generate a demand for other public facilities, including libraries, which exceed the capacity available to serve the project site, necessitating new or physically altered public facilities, the construction of which would cause significant environmental impacts.

The need for public library services is generally calculated based on permanent population in a given area. The proposed project would result in an increase of 930 residential units. The proposed project site lies approximately 0.5 miles east of the Compton Public Library and 1.3 miles northwest of the East Rancho Dominguez Library. Due to the increase in population, the proposed project has the potential to increase demand for library services and resources of the Los Angeles County Public Library System.

However, the proposed project will create other public benefits to offset library use. For example, the proposed project will include a virtual museum and flex space to highlight the talents and creatives that have come from Compton. The flex space will also provide technology components that enable networking events, presentations, small screenings, live performances, collaborative discussions and informal meetings. The Hub will include stages, conference and collaboration rooms, quiet space/flexible working rooms, etcetera. As a result, by providing public work space and a museum, the proposed project fulfills many features that a library provides the public. Therefore, while the proposed use can have the potential to increase demand for library services and resources of the Los Angeles County Public Library System, the increase will not be substantial. Due to the proposed uses available to the public, the proposed project would not create substantial capacity or service level problems that would require the provision of new or expanded public facilities in order to maintain an acceptable level of service for libraries and other public facilities. Therefore, the proposed project would result in a less than significant impact on other public facilities.

16. RECREATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Impact Analysis:

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than Significant. According to the City of Compton General Plan, the Compton Recreation Department oversees fourteen local parks totaling almost 60 acres.[32] The National Recreation and Parks Association recommends five acres of parkland for every 1,000 residents. However, the Quimby Ordinance enable cities in California with standards of 3 acres per 1,000 residents to assess new developments an impact fee for park development. Given that the City's population is approximately 100,000 residents in 2016, the City is experiencing a park deficit.[33]

The City of Compton Parks and Recreation Department is responsible for the provision, maintenance, and operation of public recreational and park facilities and services in the City. The proposed project would result in an increase of 300 residential units. While the proposed use can have the potential to increase demand for parks and recreation facilities, the increase will not be substantial. Moreover, the project is providing 38,200 square feet of total open space, including 13,000 square feet of publicly accessible open space. This usable open space on the subject site would help alleviate usage of the City's existing park system. Additionally, Wilson Park, a 3.9-acre park featuring a picnic area, skate park, recreation rooms, and gymnasium, is located less than 500

32 City of Compton. *Draft Compton General Plan 2030, Section 5.0 Conservation, Open Space, and Recreation Element.* Available online at: http://www.comptoncity.org/civicax/filebank/blobdload.aspx?blobid=24236.

33 City of Compton. *Draft Compton General Plan 2030, Section 5.0 Conservation, Open Space, and Recreation Element.* Available online at: http://www.comptoncity.org/civicax/filebank/blobdload.aspx?blobid=24236.

feet west of the project site. The proposed project would meet the currently adopted requirements of the CMC through the provision of park space, on-site improvements, and/or, the payment of in-lieu fees. Therefore, the proposed project would not create capacity or service level problems, or result in substantial physical impacts associated with the provision or new or altered parks facilities. Impacts would be less than significant.

b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

No Impact. The project does not include any recreational facilities, nor does it require construction or expansion of recreational facilities, such as recreation centers, leisure, or sports activities. Therefore, as the scope of the project does not include recreational facilities, no impacts would occur.

17. TRANSPORTATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with a plan, ordinance or policy addressing the performance of the circulation system, including transit, roadways, bicycle lanes and pedestrian paths?	☐	☐	☒	☐
b. For a transportation project, would the project conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)(2)?	☐	☐	☒	☐
c. Substantially increase geometric hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d. Result in inadequate emergency access?	☐	☒	☐	☐

Impact Analysis:

The following analysis is based on the Transportation Impact Assessment Report prepared for the project by Iteris in February 2021 and contained herein as Appendix G.

a) Conflict with a plan, ordinance or policy addressing the performance of the circulation system, including transit, roadways, bicycle lanes and pedestrian paths?

Less than Significant Impact: The proposed project would not negatively affect the existing bus stop between Santa Fe Avenue and Willow Avenue, roadway features along Compton Boulevard, the existing Class II bicycle lanes along Compton Boulevard, and the sidewalks along Santa Fe Avenue, Compton Boulevard, Willow Avenue, and Spring Avenue adjacent to the project site, nor the designative classifications or standards in the City's Circulation Element. The project is consistent with Guiding Principles of Compton General Plan for Circulation: promote the development of vibrant, walkable "Main Street" districts on Compton Boulevard, Rosecrans Avenue, Central Avenue, and Alondra Boulevard; and take advantage of transit stations by increasing public investment in housing, jobs, and entertainment. Therefore, the proposed project would not conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

b) For a transportation project, would the project conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)(2)?

Less than Significant Impact: For development projects, the intent of this question is to assess whether a proposed project or plan adequately reduces VMT. CEQA analysis for determining potential significant transportation impacts uses a metric of vehicle miles traveled (VMT), the amount and distance of automobile travel attributable to a project. VMT is an area-wide performance measure which helps compare the overall performance of a project or project alternatives and is also used as a metric to ultimately assess the transportation environmental impacts of a project. The average VMT per capita and/or per employee of a development is compared to the citywide or regional average to determine potential significant impacts.

To facilitate implementation of SB 743, the Governor's Office of Planning and Research (OPR) developed a Technical Advisory on Evaluating Transportation Impacts under CEQA[34]. As the City of Compton does not currently have guidelines established that set local significance thresholds, metrics, screening criteria and analysis methodology for evaluating transportation impacts for projects within the City of Compton, OPR's Technical Advisory threshold was used to assess potential impacts. OPR recommends that a per capita or per employee VMT that is 15% below that of existing development be considered a reasonable threshold of significance. OPR finds that "…achieving 15% lower per capita (residential) or per employee (office) VMT than existing development is both generally achievable and is supported by evidence that connects this level of reduction to the State's emissions goals."

The average VMT per capita and/or per employee of the project was forecasted using the Southern California Association of Governments 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) travel demand model. The traffic analysis zone (TAZ) of the proposed project (21605000) is used to determine the base VMT level of the proposed project and reflects the general neighborhood-level VMT estimates. Additional project elements that would contribute to lowering VMT beyond the location and transportation system serving the Project site include the mixed-use internal capture of trips and proximity to transit services enabling active transportation. The results of this modeling were then compared to the citywide VMT averages.

In comparing the residential VMT per Capita and employment VMT per Employee of the project TAZ to the citywide average shows a lower-than-average residential VMT per capita and employment VMT per employee, as shown in **Table 3.0-10**. As shown below, the proposed project could generate 11.7 residential VMT per capita as compared to the 13.8 citywide average (a 15

[34] State of California Governor's Office of Planning and Research Technical Advisory on Evaluating Transportation Impacts in CEQA, December 2018. URL: https://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf

percent reduction). The proposed project would generate 21.6 VMT per employee as compared to the 22.0 citywide average (a 2 percent reduction).

Table 3.0-10
Comparison of Project TAZ to Citywide Average

Metric	Residential VMT per Capita	Employment VMT per Employee
Project TAZ	11.7	21.6
Citywide Average	13.8	22.0
Percent Reduction	-15%	-2%

Source: Iteris 2021
Notes: TAZ = traffic analysis zone; VMT = vehicle miles traveled

CEQA Guideline Section 15064.3, subdivision (b)(1), states: "Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact." Close proximity to an existing major transit stop encourages residents to use alternative modes of transportation such as walking, biking, and transit thereby reducing potential VMT. Examples of additional VMT reduction strategies could include: on-site pedestrian network; on-site bicycle network; end of trip facilities; electrical vehicle charging stations; and bicycle parking.

The proposed project site is located approximately 0.42 miles from the Metro A Line (Blue) Compton Station, which provides light-rail service to Downtown Los Angeles and Downtown Long Beach. In addition, the project is located approximately 0.04 mile from the Compton & Willow bus stop for Metro Bus Lines 60, 125, 127, and 128.

The proposed Project is located within the High Quality Transit Areas (HQTAs) identified in the Southern California Association of Governments (SCAG) Region for plan year 2045, developed for the Final Connect SoCal (the 2020-2045 Regional Transportation Plan/Sustainable Communities

Strategy (RTP/SCS))[35]. SCAG's HQTA is within one-half mile from a "major transit stop" and a "high-quality transit corridor" and developed based on the language in SB375 and codified in the CA Public Resources Code. The definitions of a "major transit stop" and a "high-quality transit corridor" are as follows:

Major transit stop: A site containing an existing rail or bus rapid transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods (CA Public Resource Code Section 21064.3). It also includes major transit stops that are included in the applicable regional transportation.

High-quality transit corridor (HQTC): A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

In addition, the Project proposes to include up to 20 percent affordable housing. Per OPR guidance, adding affordable housing to infill locations generally improves jobs-housing match, in turn shortening commutes and reducing VMT.[36]Since the project is within ½ mile of an existing major transit stop along an existing high quality transit corridor (in a transit priority area), is of a mixed-use composition, includes up to 20 percent affordable housing, and is intended to be supportive of multimodal transportation networks, the project is presumed to cause a less than significant transportation impact, per CEQA Guidelines Section 15064.3, subdivision (b)(1). Thus, the project would not conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b).

c) Substantially increase geometric hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact: Two parking garages will be provided on the site. The western garage will serve residential uses only and provide vehicular access via a full access driveway off Spring Avenue. The eastern garage will serve commercial uses only, with vehicular access provided via a right-in/right-out driveway along Santa Fe Avenue. Driveway access will be designed to ensure no hazardous design features related to vehicle and pedestrian mobility (sharp

35 Southern California Association of Governments High Quality Transit Areas. URL: https://gisdata-scag.opendata.arcgis.com/datasets/43e6fef395d041c09deaeb369a513ca1_1?geometry=-118.259%2C33.890%2C-118.177%2C33.903

36 State of California Governor's Office of Planning and Research Technical Advisory on Evaluating Transportation Impacts in CEQA, December 2018. URL: https://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf

curves, line of sight obstructions) are included. Thus, the project would not substantially increase hazards due to a geometric design feature or incompatible uses.

d) Result in inadequate emergency access?

Less than Significant Impact with Mitigation: As discussed in Chapter 9, *Hazards and Hazardous Materials* (Section f), with implementation of HAZ-5, the proposed project's potential to create a significant impact to adopted emergency response plans or emergency evacuation plans would be reduced to a less-than-significant levels. The north leg of the Willow Avenue at Compton Boulevard intersection will be closed within the footprint of the project site, with the north end of Willow Avenue entering the site parking garage and the south end converted to Willow Plaza, a pedestrian plaza with a midblock crosswalk connection across Compton Boulevard. Access to Willow Avenue would be from the current intersection at Palmer Street approximately 600 feet north of the project site. Palmer Street is parallel to Compton Boulevard and has a signalized intersection at Willow Avenue. Due to the alteration of the site and neighborhood, a Traffic Control Plan and Parking and Driveway Plan would be submitted to the City of Compton for review and approval prior to any temporary construction period or permanent road closures.

Mitigation Measure:

Mitigation Measure HAZ-5 A Traffic Control Plan and Parking and Driveway Plan would be submitted to the City of Compton for review and approval prior to any temporary road closures due to construction. Lane closures would be intermittent and temporary in nature and one lane of travel in each direction would be maintained throughout the construction period. Any permanent lane closures would meet all applicable code-required site access and circulation requirements, as well as code-required emergency access through consultation with the Compton Fire Department, BOE, and DOT with the City of Compton Planning Department.

18. TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐

Impact Analysis:

The following analysis is based on the Cultural Resource Assessment Report prepared for the project by ASM Affiliates in November 2020 and contained herein as Appendix C.

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

No Impact. As described in Section 5 Cultural Resources, a California Historical Resources Information System records search and a Sacred Lands File search were conducted for the project

site and the surrounding area. On October 28, 2020, Impact Sciences requested a search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF). The search result received on November 19, 2020, was negative; no tribal cultural resources were identified as a result of the records searches and no impacts would occur.

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less Than Significant Impact. Approved by Governor Brown on September 25, 2014, Assembly Bill 52 (AB 52) establishes a formal notification and, when requested, consultation process for California Native American Tribes to identify potential significant impacts to Tribal Cultural Resources (TCRs), as defined in PRC Section 21074, as part of CEQA.

The City of Compton sent notification letters to a list of eight Native American contacts provided by the NAHC in compliance with AB 52 and Senate Bill (SB) 18 on October 13, 2020 and November 19, 2020 to advise them of the project and afford them the opportunity to engage in government-to-government consultation pursuant to the requirements of California AB 52. Tribes that were notified include the Santa Rosa Band of Cahuilla Indians, Soboba Band of Luiseno Indians, Gabrieleno/Tongva San Gabriel Band of Mission Indians, Gabrielino /Tongva Nation, Gabrielino Tongva Indians of California Tribal Council, Gabrielino-Tongva Tribe, Gabrieleño Band of Mission Indians – Kizh Nation, and Torres Martinez Tribe. At the time of preparation of this IS/MND, the City of Compton has received a request for consultation from the Tribal government of the Kihz Nation Gabrieleño Band of Mission Indians. The City of Compton met with the Kihz Nation Gabrieleño Band of Mission Indians on March 16, 2021 via teleconference to discuss the project; the City agreed to provide the Tribal Council with findings related to infill and consultation is on-going.

The geographic area of the project site is not known to contain any TCRs. As previously discussed under Section 5, the project site does not contain any known archaeological sites or archaeological survey areas. Therefore, impacts are less than significant.

19. UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d. Generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Impact Analysis:

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects?

Less Than Significant. A significant impact would occur if a project were to increase consumption or wastewater generation to such a degree that the capacity of facilities currently serving the project site would be exceeded. Water is provided by the City of Compton Water Department; Los Angeles County provides sewer service to the proposed project area.

Water

The City of Compton Water Department is sourced partly from groundwater pumped via local municipal wells in the Central Groundwater Basin and from imported surface water contracted by the City through the Metropolitan Water District of Southern California (MWD). MWD's imported

water sources are a blend of State Water Project water from Northern California and water from the Colorado River Aqueduct. The City has court adjudicated water rights to pump approximately 70 percent of the City's water demand. The City utilizes eight ground water wells to pump potable water from a natural underground reservoir. The City also has three imported water connections that help supplement the City's water demands. According to the City's 2010 Urban Water Management Plan (UWMP), the City is confident that both water sources will be able to continue to meet the demands of the population within the next 20 years, in normal, single dry, and multiple dry year scenarios, as shown in Table 3.0-11, below.[37]

Table 3.0-11
City of Compton Water Demand Projections Based on Hydrological Conditions (AFY)

Hydrological Conditions	Year		
	2020	2025	2030
Average Year	9,798	10,121	10,455
Single Dry Year	9,847	10,172	10,497
Multi-Dry Year	9,916	10,273	10,612

AFY=acre-feet per year
Source: City of Compton. 2010. Urban Water Management Plan. Available online at: http://www.comptoncity.org/civicax/filebank/blobdload.aspx?BlobID=25784#:~:text=City%20of%20Compton%20%E2%80%93%202010%20Urban%20Water%20Management,schedule.%20Specifically%2C%20the%20goals%20of%20this%20plan%20are%3A.

Buildout of the proposed project would create an increase in demand for water supplies compared to existing conditions on the project site. Water demand associated with the project would result from residential, retail, and offices uses. According to the CalEEMod output files provided in the Air Quality and Greenhouse Gas Technical Study, the proposed project would demand approximately 125,400 gallons of water per day, or 140 acre-feet per year (AFY).[38] The City of Compton Water Department projects that it will deliver approximately 8,327 AFY water by 2030, with excess demand being met by MWD. As a result, the proposed project would demand a small fraction of the total water delivered within the City by 2030. Given that the City of Compton's water supply is generated by the City Water Department as well as MWD, the remaining capacity of both of these water suppliers would be sufficient for the project. The project would not require or result in the construction of new water treatment facilities or expansion of existing facilities. Furthermore, the project applicant shall be required to implement applicable CALGreen

37 http://www.comptoncity.org/civicax/filebank/blobdload.aspx?BlobID=25784.
38 This includes indoor and outdoor water use.

requirements that would further reduce water flow. Impacts on water treatment facilities would be less than significant.

Wastewater

Wastewater generated in the City is collected via an existing 147.1-mile long system of sewer lines maintained by the City's Department of Public Works and Municipal Utilities' Street Maintenance Division. Wastewater collected from the City is conveyed to the Los Angeles County Sanitation Department's (LACSD) Joint Water Pollution Control Plant (JWPCP) located in the City of Carson. The JWPCP provides both primary and secondary treatment for approximately 260 million gallons of wastewater per day (MGD) and has a total permitted capacity of 400 MGD. Operation of the proposed project could increase the amount of wastewater that would need to be treated at the JWPCP.

The estimated increase in wastewater from the proposed project would be approximately 55,839 gallons per day (GPD), as shown in **Table 3.0-12**.

Table 3.0-12

Compton 501 – 601 Projected Wastewater Discharges

Land Use	Size (sf) or dwelling units	Generation Rates (GPD per 1,000 sf or du)	Total Wastewater Generation (GPD)
Commercial/Retail	8,919* sf	100	892
Office Building	44,787 sf	200	8,957
Residential	300 du	156	46,800
Total			**55,839**

Source: Los Angeles County Sanitation District Generation Factor (http://www.lacsd.org/civicax/filebank/blobdload.aspx?blobid=3531).
Note: Generation rate for a "Store" was used to estimate the waste generated from the proposed commercial land uses. du = dwelling unit; GDP = gallons per day; sf = square feet.
**7,734 square feet of retail space and 1,185 square feet of commercial service space.*

Per the 2008 Sewer Bond Main Replacement project, the City manages an ongoing effort to maintain and improve sewer infrastructure. The Sewer Master Plan outlines plans for the construction and replacement of new wastewater lines throughout the City and funds these projects through the City's Sewer Fund. Given the available capacity, the project would not require or result in the construction of new wastewater treatment facilities or expansion of existing facilities. Impacts on wastewater treatment facilities would be less than significant.

Electric Power, Natural Gas, Telecommunications

The project site is located in a developed, urbanized portion of Compton that is served by existing electric power, natural gas, and telecommunications services. The availability of electricity depends on adequate general capacity of the grid and sufficient fuel supplies. Southern California Edison (SCE) estimates that electricity consumption within the SCE planning area will be approximately 124,287 GWh per year by 2027, after the project would already be fully operational. SCE expects to have adequate electricity supply and transmission capability to meet the needs of its customers well beyond 2027. The 2016 California Gas Report indicates that sufficient capacity exists in the utility network to meet future demand in Southern California. The total gas supply available in 2025 is estimated to be 2,456 million cubic feet per day; SoCal Gas anticipates it will have sufficient capability to meet future needs. Therefore, the project would not require the expansion of existing facilities or construction of new facilities. Additionally, operational efficiencies that reduce energy use and waste, as mandated by CALGreen building codes would be built into the project. As such, impacts on electric power, natural gas, or telecommunications facilities would be less than significant.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Less Than Significant. The City's current 2010 UWMP assesses the reliability of identified water supplies during normal, single-dry, and multiple-dry water years. Because the majority of CWUD's supply is obtained via adjudicated groundwater rights, supply reliability is based largely on Metropolitan's reliability analysis to provide consistent water to the City. According to the 2010 UMWP, the City is confident that both water sources will be able to continue to meet the demands of the population within the next 20 years, in normal, single dry, and multiple dry year scenarios. During these years, the City of Compton is committed to reducing water demand during times of drought to conserve water and improve reliability.

According to the UWMP, in the single dry and multiple dry year scenarios, the amount of water available to be supplied to MWD's system decreases significantly due to increased temperatures, evapotranspiration rates, and a longer growing seasons. However, throughout those years, the groundwater supply available from the Central Basin is assumed to remain consistent, regardless of the water years. Although this results in using more water than is naturally replenished during these years, water reserves are available to provide a reliable source of water in the event of dry years. The only varying source is water through the MWD. However, the MWD 2010 UWMP

estimated that it would be able to meet all demands during normal, single dry, and multiple dry year scenarios in the next 25 years, through the use of stored surplus supplies.

In the event of single dry or multiple dry year scenarios, the City has also prepared a Water Shortage Contingency Plan to propose action the City can take during a water shortage to ensure continued water service. Therefore, the City of Compton Water Department will have sufficient water supplies to meet the project's capacity during normal, single dry, and multiple dry year scenarios. Therefore, the impact is less than significant.

c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant. As discussed in Impact a, the wastewater treatment provider has the capacity to serve the project's projected demand in addition to the existing commitments.

d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less Than Significant. A significant impact would occur if the proposed project's solid waste generation exceeded the capacity of permitted landfills or generated solid waste more than state or local standards. The City of Compton's residential, commercial, and industrial land uses are services by Republic Services, LLC. Solid waste generated within the City is disposed of at privately owned landfill facilities throughout Los Angeles County. In compliance with Assembly Bill 939 (AB 939), the project would be required to implement a Solid Waste Diversion Program and divert at least 50 percent of the solid waste generated by the project from the applicable landfill. Moreover, the City of Compton's Municipal Code §21-2 requires all construction and demolition waste generated at project within the City will achieve at least a 75% diversion of waste to landfills. Thus, only a fraction of the construction and demolition debris would end up in landfills. Finally, as discussed in Impact e, the proposed project would also comply with all federal, state, and local regulations related to solid waste. Therefore, impacts related to solid waste would be less than significant.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less Than Significant. A significant impact may occur if a project would generate solid waste that was not disposed of in accordance with applicable regulations. The California Integrated Waste Management Act of 1989 (AB 939) was the first recycling legislation in the country to mandate

recycling diversion goals. AB 939 required all California cities, counties and approved regional solid waste management agencies responsible to enact plans and programs to reduce waste disposal. Jurisdictions were required to meet diversion goals of 50 percent by the year 2000 and a statewide goal of 75 percent by 2020. In 2014, Los Angeles County prepared the Roadmap to a Sustainable Waste Management Future with goals to meet AB 939 as well as reaching 95 percent diversion from landfills by 2045.[39] The City of Compton's Municipal Code, Chapter 21 Integrated Waste Management requires all construction and demolition project to achieve at least a 75% diversion rate and requires the City to meet AB 939 diversion rates.[40]

The proposed project would be required to comply with all applicable regulations regarding solid waste disposal. The proposed project's potential impacts associated with federal, state, and local statutes and regulations related to solid waste would be less than significant.

39 County of Los Angeles Department of Public Works. 2014. *Roadmap to a Sustainable Waste Management Future*. Available online at: https://dpw.lacounty.gov/epd/Roadmap/PDF/Roadmap_Appendices.pdf.

40 City of Compton. *Chapter 21 Integrated Waste Management.* Available online at: https://ecode360.com/35618108#35617952.

20. WILDFIRE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☒	☐	☐
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Impact Analysis:

a. Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Less Than Significant with Mitigation Incorporated. Compton Boulevard is a designated disaster route in the General Plan Public Safety Element's Critical Facilities & Emergency Evacuation Map (Exhibit 3).[41] Disaster routes function as primary thoroughfares for movement of emergency response traffic and access to critical facilities. The Public Safety Element notes that the grid system in the City provides alternative routes in the event of street blockage, and the City's permit process ensures that new construction must provide turnarounds large enough for fire trucks.

The County of Los Angeles designates disaster routes throughout the County, which are utilized for evacuation purposes in emergency situations. There are no County disaster routes near or within the

41 City of Compton. General Plan 2030, Public Safety Element Critical Facilities & Emergency Evacuation Map. Available online at: http://www.comptoncity.org/civicax/filebank/blobdload.aspx?blobid=24237.

project. The closest disaster route is S. Long Beach Boulevard 0.5 mile east of the project site.[42] During construction of the project, potential lane closures along either E. Compton Boulevard, N. Willow Avenue, or N. Spring Avenue may occur in order to accommodate construction activities and the movement of construction machinery. However, lane closures would be intermittent and temporary in nature and one lane of travel would be maintained throughout the construction period.

As discussed in Chapter 9, *Hazards and Hazardous Materials* (Section f), with implementation of HAZ-3, the proposed project's potential to create a significant impact to adopted emergency response plans or emergency evacuation plans would be reduced to a less-than-significant levels.

b. Due to slope, prevailing **winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?**

No Impact. The project site is located in an urban environment with low potential for wildfires on a relatively flat terrain surrounded by urban development on all sides. Public Resources Code § 4201 - 4204 and California Government Code § 51175-89 direct the California Department of Forestry and Fire Protection (CAL FIRE) to map areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors. These zones, referred to as Fire Hazard Severity Zones (FHSZ), define the application of various mitigation strategies to reduce risk associated with wildland fires. The project area is not in or near a FHSZ as defined by CAL FIRE[43]. CAL FIRE has not made recommendations on Very High Fire Hazard Severity Zones for the City of Compton. As such, the project would have no impacts to the pollutant concentrations from a wildfire or uncontrolled spread of a wildfire.

[42] County of Los Angeles Department of Public Works. City of Compton Freeway Disaster Routes. June 2008. Available online at: https://dpw.lacounty.gov/dsg/DisasterRoutes/map/Compton.pdf

[43] California Department of Forestry and Fire Protection. *Fire Hazard Severity Zones in State Responsibility Areas*. November 7, 2007. Available online at: https://osfm.fire.ca.gov/media/6636/fhszs_map.pdf

c. **Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?**

No Impact. The proposed project would connect to existing utilities that serve the project site. During construction, when relocation of existing utilities and installation of new utility connections occurs, minor interruptions to public utilities may occur; however, these interruptions would be short-term and temporary in nature. The relocation of any existing utilities is not anticipated to exacerbate fire risk when compared to existing conditions.

All internal driveways and sidewalk improvements would be built to code and, as such, would not exacerbate fire risk, or, in the unlikely event of a fire at the project site, hinder fire protection services from accessing the site.

Given the above, installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) at the project site is not anticipated to exacerbate fire risk or result in temporary or ongoing impacts to the environment.

d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. As stated above, the project site is located in an urban environment with low potential for wildfires. Furthermore, project site is in an area of minimal flood risk (Zone X) and is not located within a 100-year flood zone, as mapped by FEMA.[44]

Construction of the project would result in ground disturbing activities; however, the project would be required to prepare a SWPPP and implement BMPs to reduce runoff and preserve water quality during construction of the proposed project. Further, the project would be required to implement an LID Plan during the project's operation, which would reduce the amount of surface water runoff leaving the project site after a storm event. The LID Plan would require the implementation of stormwater best management practices to retain or treat the runoff from a storm event producing ¾-inch of rainfall in a 24-hour period.

44 *FEMA Flood Insurance Rate Map No. 06037C1815F, effective as of 09/26/2008. Accessed October 2020 online at: https://msc.fema.gov/portal.*

Given the above, the project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Impact Analysis:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant with Mitigation Incorporated. As discussed in **Section 4, Biological Resources**, the project would not impact any endangered fauna or flora. Further, because of the highly urbanized nature of the project site and the surrounding area, construction and operation of the proposed project would not impact the habitat or population of the project site and the surrounding area, the project would not impact the habitat or population level of fish or wildlife species, nor would it threaten a plant or animal community, nor impact the range of a rare endangered plant or animal. As discussed in **Section 5, Cultural Resources**, potential impacts

related to historical and archaeological resources would be less than significant following the implementation of the regulatory compliance and mitigation measures.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less Than Significant with Mitigation Incorporated. The potential for cumulative impacts occurs when the independent impacts of the project are combined with impacts from other development to result in impacts that are greater than the impacts of the project alone. Located within the vicinity of the project site are other past, current, and reasonably foreseeable projects whose development, in conjunction with that of the project, may contribute to potential cumulative impacts. However, based on the proceeding discussions, no unmitigatable significant impacts were identified for the environmental resources identified in this Initial Study. As the proposed project would not result in any unmitigated significant impacts, there would be no cumulative impacts.

c) Does the project have environmental effects, which would cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant with Mitigation Incorporated. As identified throughout the analysis, the proposed project would have no unmitigatable significant impacts that would cause substantial adverse effects on human beings directly or indirectly. Impacts would be less than significant with mitigation.

APPENDIX A. AIR QUALITY AND GHG IMPACT ASSESSMENT REPORT

APPENDIX B. CONSTRUCTION CALCULATIONS

APPENDIX C. CULTURAL RESOURCES ASSESSMENT REPORT AND TRIBAL CORRESPONDENCE

APPENDIX D. GEOTECHNICAL INVESTIGATION REPORT

APPENDIX E. PHASE I AND PHASE II ENVIRONMENTAL ASSESSMENT REPORTS

APPENDIX F. NOISE AND VIBRATION IMPACT ASSESSMENT REPORT

APPENDIX G. TRANSPORTATION IMPACT ASSESSMENT REPORT

APPENDIX H. ARCHITECTURAL SITE PLANS

IV. LIST OF PREPARERS AND PERSONS CONSULTED

LIST OF PREPARERS

Persons directly involved in the review and preparation of this study include:

City of Compton (Lead Agency)

205 S. Willowbrook Avenue
Compton, CA 90220

Contributors:

Michael L. Antwine II, Assistant City Manager
Robert Delgadillo, Senior Planner

Project Liaison

Banks Consulting
709 N. Inglewood Avenue, Suite 14
Inglewood, CA 90302

Contributors:

Dennis Banks, Principal
Michelle Kagan, Project Manager

Project Applicant

KBK Enterprises
239 Fort Pitt Blvd
Pittsburgh, PA 15222

Contributors:

Keith B. Key, President/CEO
Jamie Coleman, Project Administrator
Keith Brandon Key, Business Development Officer

Architectural Consultant

GGLO
4553 Glencoe Ave #390
Marina Del Rey, CA 90292

Contributors:

Gerhard Mayer, AIA, Principal
Lex Moloney, Project Architect

Bahar Mansouri, Designer

Planning Consultant

The Arroyo Group
40 E. Colorado Bl., Ste. B
Pasadena, CA 91105

Contributors:

Philip Burns, AICP, Principal

Engineering Consultant

JMC2 Civil Engineering and Okamoto Structural Engineering
411 N. Harbor Blvd, Suite 201
San Pedro, CA 90731

Contributors:

John Cruikshank, PE, F .ASCE, President & CEO
Erich Axsom, S.E., Vice President of Operations
Khaled Abdo, PE, Civil Engineer
Lesley Ortiz, Civil Engineer
Dorothy Chung, Structural Engineer

Environmental Consultant

Impact Sciences, Inc.
811 W. 7th Street, Suite 200
Los Angeles, CA 90017

Contributors:

Jessica Kirchner Flores, AICP, Managing Principal, QA/QC
Vanessa Williford, MA, Senior Project Manager
Kaitlyn Heck, Air Quality Technical Specialist
Raul Castillo, MPL, Planner II
Kara Yates Hines, MPS, Publications Manager
Douglas Kim, AICP, Associate Principal, Noise and Air Quality QC

Phase I and II Consultant

Priority One Environmental, Inc.
19528 Ventura Boulevard, #268
Los Angeles, California 91356

Contributors:

Paul Robinson, President

Geotechnical Consultant

Converse Consultants
717 South Myrtle Avenue
Monrovia, California 91016

Contributors:

Mark Schluter, PG, CEG, CHG, Senior Engineering Geologist
Siva K. Sivathasan, Ph. D., PE, GE, DGE, QSD, F. ASCE, Senior Vice President/Principal Engineer/Managing Officer

Cultural Resources Consultant

ASM Affiliates
20 N. Raymond Ave., Suite 220
Pasadena, CA 91103

Contributors:

Sherri Andrews, MA, RPA, Archaeologist, Director of Archaeology
Shannon Davis, M.A., RPH, Architectural Historian/Historian, Director, History Group

Transportation Consultant

Iteris
1700 Carnegie Ave
Santa Ana, CA 92705

Contributors:

Deepak Kaushik, PE, Associate Vice President

PERSONS AND AGENCIES CONSULTED

Steven Quinn
Native American Heritage Commission
1550 Harbor Blvd., Suite 100
West Sacramento, CA 95691

Alejandro Huerta, Program Director
Enterprise Community Partners
600 Wilshire Blvd., Suite 600
Los Angeles, CA 90017

Councilwoman Emma Sharif
City of Compton, District 4
205 S Willowbrook Ave
Compton, CA 90220

IV. MITIGATION MONITORING AND REPORTING PROGRAM

1. INTRODUCTION

The California Environmental Quality Act (CEQA) requires that a Lead Agency establish a program to monitor and report on mitigation measures adopted as part of the environmental review process to avoid or reduce the severity and magnitude of potentially significant environmental impacts associated with project implementation. CEQA (Public Resources Code § 21081.6 (a)(1)) requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted at the time that the agency determines to carry out a project for which an Initial Study/ Mitigated Negative Declaration (IS/MND) has been prepared, to ensure that mitigation measures identified in the IS/MND are fully implemented.

2. MITIGATION MONITORING AND REPORTING PROGRAM DESCRIPTION

Compliance

The City of Compton will coordinate monitoring activities and document the implementation of mitigation measures. **Table 4-1: 501 and 601 Compton Boulevard Development Project Mitigation and Monitoring Reporting Program**, below, identifies the mitigation measures, the monitoring actions, the implementing entities, the responsible parties for monitoring actions, and the timing of mitigation actions. The entity identified as having implementing responsibility has the primary duty to execute the mitigation measures. The "applicant" shall refer to the entity seeking entitlements for development of the project in the project area. In some instances, this may require contracting for specialized consultant services. In instances where the implementing responsibility is shared between the City and construction contractors, the City would be responsible for ensuring that the mitigation requirements are implemented.

Field Monitoring of Mitigation Measures

Prior to the issuance of grading and building permits, while detailed development plans are being prepared for approval by City staff, City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project design phase.

During construction and following the project, the City's Department of Building and Safety will assign inspectors who will be responsible for monitoring the implementation of the mitigation measures. The inspectors will report to the City's Inspection Bureau Chief and will be thoroughly familiar with the mitigation measures in the MMRP. In addition, mitigation measures applicable during the construction phase will be included as notes on the Construction Plans (as appropriate), so that all contractors are

informed of the requirements. The inspectors will be familiar with construction contract requirements, schedules, standard construction practices, and mitigation techniques. The developer will be responsible for carrying out the mitigation measures, while the City will be responsible for monitoring of construction activities and reviewing construction plans and equipment staging/access plans to ensure conformance with adopted mitigation measures. The City will also have the authority to enforce mitigation measures by suspending particular construction activities.

Once construction has been completed, the City will monitor the project as necessary.

If any mitigation measures are not being implemented, the City may pursue corrective action. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements.

Changes to Mitigation Measures

By adopting this Mitigation Monitoring and Reporting Program, the City Council is delegating limited authority to City staff to make changes to this document, subject to specific limitations. Any substantive change in the monitoring plan made by City staff shall be reported in writing to the Planning Division and City Council. Modifications to the mitigation may be made by City staff subject to one of the following findings, documented by evidence included in the record:

a. The mitigation measure included in the Final IS/MND and MMRP is no longer required because the significant environmental impact identified in the IS/MND has been found not to exist or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment or other factors.

- or -

b. The modified or substitute mitigation measure to be included in the MMRP provides a level of environmental protection equal to or greater than that afforded by the mitigation included in the IS/MND and the MMRP; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to, or greater than, those which were considered by the responsible hearing bodies in their decisions on the IS/MND and the Project; and the modified or substitute mitigation measures are feasible, and the City through measures included in the MMRP or other City procedures can ensure their implementation.

Findings and related documentation supporting the findings involving modifications to mitigation measures shall be maintained in the project file with the MMRP and shall be made available to the public upon request.

Mitigation Monitoring and Reporting Program

Table 4-1 presented on the following pages provides the MMRP for the project. The MMRP identifies the following:

1. an explanation of each impact by issue area, summarized as an impact statement;
2. the full text of the mitigation measure(s) applicable to each impact statement;
3. the method and/or process by which the mitigation measure will be implemented;
4. the timing of implementation of each mitigation measure; and
5. the party responsible for ensuring implementation of each mitigation measure.

After review and approval of the final MMRP by the Lead Agency, minor changes and modifications to the MMRP are permitted, but can only be made by the Applicant or its successor subject to the approval by the City of Compton through a public hearing. The Lead Agency, in conjunction with any appropriate agencies or departments, will determine the adequacy of any proposed change or modification. The flexibility is necessary in light of the proto-typical nature of the MMRP, and the need to protect the environment with a workable program. No changes will be permitted unless the MMRP continues to satisfy the requirements of CEQA, as determined by the Lead Agency.

Table 4-1
501 and 601 Compton Boulevard Development Project: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measure	Monitoring Responsibility	Timing
GEOLOGY AND SOILS			
Impact-GEO-f: Development of the proposed project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature with mitigation.	**MM-GEO-1:** If any paleontological materials are encountered during project development, work in the area shall be halted. A qualified paleontologist shall be retained to perform periodic inspections of excavation and grading activities of the project site. The frequency of inspections shall be based on consultation with the paleontologist and shall depend on the rate of excavation and grading activities, the materials being excavated, and if found, the abundance and type of fossils encountered. If paleontological materials are encountered, the paleontologist shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed material to facilitate evaluation and, if appropriate, salvage. The paleontologist shall assess the discovered material(s) and prepare a survey, study, or report evaluating the impact. The Applicant shall comply with the recommendations of the evaluating paleontologist, as contained in the survey, study or report, and a copy of the paleontological survey, study or report shall be submitted to the Los Angeles County Natural History Museum. Ground-disturbing activities may resume once the paleontologist's recommendations have been implemented to the satisfaction of the paleontologist.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing, during site inspection **Action Indicating Compliance:** End of excavation.
HAZARDS AND HAZARDOUS MATERIALS			
Impact-HAZ-a: Development of the proposed project would not create a significant hazard to the public or the environment	**MM-HAZ-1: Prepare a Construction Hazardous Materials Management Plan (HMMP).** Prior to construction, an HMMP shall be prepared by the Project Applicant that outlines provisions for safe storage, contaminated soils, and contaminated	**Enforcement Agency:** City of Compton Planning Department	**Monitoring Phase:** Pre-construction and construction

Impact	Mitigation Measure	Monitoring Responsibility	Timing
through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment with mitigation.	groundwater used or exposed during construction, including the proper locations for disposal. The HMMP shall be prepared to meet OSHA requirements, Title 29 of the CFR 1910.120 and CCR Title 8, Section 5192, and all applicable federal, state, and local regulations and agency ordinances related to the proposed management, transport, and disposal of contaminated media during implementation of work and field activities.	**Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Frequency:** Ongoing, during site inspection **Action Indicating Compliance:** Plan approval
	MM-HAZ-2: Conduct Further Investigations as Outlined in the Phase II ESA. Following demolition, additional investigations shall be conducted by the project Applicant as outlined in the Phase II ESA for the subject property under the direct supervisions of a Professional Geologist, licensed in the State of California. Conduct a ground penetrating radar survey and soil sampling in the area of the former gasoline service station in the southwest corner of the property. Conduct testing for Per- and polyfluoroalkyl substances (PFAS) chemical of the surface soils. Conduct groundwater testing and prepare a groundwater mitigation plan if necessary, in the area of the former drycleaner and former gasoline service station in the southwest portion of the property. The plan shall include, at a minimum, groundwater testing at the project site, a hazard mitigation plan, and maintenance plan.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction **Monitoring Frequency:** Ongoing, during field inspection **Action Indicating Compliance:** Plan approval; building construction continues.
	MM-HAZ-3: Prepare a Soil Management Plan. A Soil Management Plan shall be prepared by the project Applicant and implemented by a qualified geologist, prior to approval of the	**Enforcement Agency:** City of Compton Planning Department	**Monitoring Phase:** Pre-construction and construction

Impact	Mitigation Measure	Monitoring Responsibility	Timing
	project's grading permit. The Soil Management Plan shall summarize soil profiling procedures (prior to construction/soil excavation), provide guidance for managing soil excavated from the subject property during activities associated with property redevelopment, and request site closure contingent upon completion of soil excavation and off-site disposal. The Soil Management Plan shall outline a health and safety plan and all work involving potentially impacted soils will be conducted in accordance with site-specific health and safety plans.	**Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Frequency:** Ongoing, during site inspection **Action Indicating Compliance:** Plan approval; inspection approval
	MM-HAZ-4: Halt Construction Work if Potentially Hazardous Materials/Abandoned Oil Wells/Underground Storage Tanks are Encountered. Contractors shall follow all applicable local, state, and federal regulations regarding discovery, notification, response, disposal, and remediation for hazardous materials and/or abandoned oil wells/underground storage tanks encountered during the construction process. If unidentified USTs are found on the project site, the project Applicant shall work with the Department of Environmental Resources (DER), Hazardous Materials Division in order to prepare a mitigation plan for UST removal or capping to prevent leaking.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; UST removal or capping to prevent leaking complete.
Impact-HAZ-b: Development of the proposed project would not create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment with mitigation.	**HAZ-1** through **Haz-4**, above.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval

Impact	Mitigation Measure	Monitoring Responsibility	Timing
Impact-HAZ-f: Development of the proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan with mitigation.	**MM-HAZ-5: A Traffic Control Plan and Parking and Driveway Plan** would be submitted to the City of Compton for review and approval prior to any temporary road closures due to construction. Lane closures would be intermittent and temporary in nature and one lane of travel in each direction would be maintained throughout the construction period. Any permanent lane closures would meet all applicable code-required site access and circulation requirements, as well as code-required emergency access through consultation with the Compton Fire Department, BOE, and DOT with the City of Compton Planning Department.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval
NOISE AND VIBRATION			
Impact NOI-1: The proposed project would not expose people to, or generate, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies with mitigation.	**MM-NOISE-1: Temporary noise barriers** shall be installed along the northern perimeter of the project site. The barrier shall consist of K-rail with one-inch plywood fencing on top, at least 3 meter (9.8 feet in height) and not have any gaps or holes between the panels or at the bottom. The supporting structure shall be engineered and erected in order to comply with Compton Code noise requirements.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval
TRANSPORTATION AND TRAFFIC			
Impact-TRA-d: Development of the proposed project would not result in adequate emergency access with mitigation.	**MM-HAZ-5: A Traffic Control Plan and Parking and Driveway Plan,** above.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval

Impact	Mitigation Measure	Monitoring Responsibility	Timing
WILDFIRE			
Impact-WDF-a: Development of the proposed project would not substantially impair an adopted emergency response plan or emergency evacuation plan.	**MM-HAZ-5: A Traffic Control Plan and Parking and Driveway Plan,** above.	**Enforcement Agency:** City of Compton Planning Department **Monitoring Agency:** Compton Department of Building and Safety; Construction Contractor	**Monitoring Phase:** Pre-construction and construction **Monitoring Frequency:** Ongoing during site inspections **Action Indicating Compliance:** Plan approval; inspection approval

September 6, 2022

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING REPORTING PROGRAM ORDERING THE VACATION OF A SECTION OF NORTH WILLOW AVENUE APPROXIMATELY 40 FEET BY 135 FEET, LOCATED ON THE NORTH SIDE OF COMPTON BOULEVARD, (STREET VACATION NO. 2020-003)**

SUMMARY

The City Council will consider a resolution ordering the vacation of a 40 x 135 foot section of North Willow Avenue located on the north side of Compton Boulevard.

BACKGROUND INFORMATION

On June 22, 2021, the City Council adopted Resolution No. 25,510, which declared its intention to vacate a portion of excess public right-of-way.

The Planning Division has received a request from developer KBK Enterprises, LLC to vacate a section of North Willow Avenue, approximately 40 feet wide by 135 feet long, adjacent to Compton Boulevard. The proposed street vacation is connected to a General Plan Amendment and Zone Change for a mixed-use development, to redevelop a vacant site and construct a project that has 288 residential units; 7,700 square feet of ground floor commercial space; a 37,000 square foot innovation center; a four level parking structure, and a public plaza. The street vacation is necessary to create the project's public plaza. The mixed-use project will be developed over a site that is 2.13 acres.

Pursuant to Section 65402 of the Government Code of the State of California requires the Planning Commission to review all vacations for conformity with the general plan. On June 16, 2021, the City of Compton Planning Commission reviewed the street vacation and denied the application without explanation. At the June 22, 2021 City Council hearing, the Council approved the Intent to Vacate the Street for the project at 501-601 E. Compton Blvd. after reviewing the application and making the determination that the proposed street vacation is in conformance with the goals and policies of the City of Compton's 2010 General Plan.

STATEMENT OF THE ISSUE

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

The proposed vacation has been reviewed by the City of Compton Public Works Department and has determined that the area to be vacated is not necessary for any present or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area and eliminates need for code enforcement of the right-of-way.

Public utilities and service providers were notified of the proposed street vacation. It was determined that there are existing utilities located within the proposed public right-of-way vacation. The public utility and service providers have no objections to the vacation so long easements for the public utilities are reserved from the vacation pursuant to the Streets and Highway Code, Part 3. Public Streets, Highways and Service Easement Vacation Law, Chapter 5 Reservation and Preservation of Easements, Article 1 Reservation of Easements, Section 8340; and

Additionally, in accordance with the provisions of the Streets and Highways Code, notice of the time and place of the public hearing was published in the Compton Bulletin and posted along Compton Boulevard and Willow Avenue. The property owners adjacent to the proposed public right-of-way vacation were also notified by mail.

ALTERNATIVES

City Council may approve or reject the resolution ordering the proposed right-of-way vacation.

FINANCIAL IMPACT

Approval of the request will have no significant impact on municipal expenditures. The City will relinquish its future maintenance responsibility of an unused public right-of-way.

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached resolution ordering the street vacation as described and shown on Exhibits ‘A’ and ‘B’.

ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING MITIGATED NEGATIVE DECLARATION NO. 949 AND MITIGATION MONITORING REPORTING PROGRAM AND ORDERING THE VACATION OF A SECTION OF NORTH WILLOW AVENUE, 40 FEET BY 135 FEET, LOCATED ON THE NORTH SIDE OF EAST COMPTON BOULEVARD, (STREET VACATION NO. 2020-03)

WHEREAS, the City of Compton proposes to vacate a portion of N. Willow Ave. public right-of-way located adjacent to 501-601 E. Compton Blvd., Compton, legally described on Exhibit "A" and as follows:

> From the point of beginning; Thence, North 89° 29' 04" East for a distance of 40.04 feet to a point on a line. Thence, South 03° 02' 46" East for a distance of 102.74 feet to the beginning of a curve, said curve turning to the left through an angle of 87° 01' 14.3", having a radius of 15.00 feet, and whose long chord bears South 46°33' 23" East for a distance of 20.65 feet. Thence, South 89° 56' 00" West for a distance of 70.09 feet to the beginning of a curve, said curve turning to the left through an angle of 92° 58' 45.7", having a radius of 15.00 feet, and whose long chord bears North 43° 26' 37" East for a distance of 21.76 feet. Thence, North 03° 02' 46" West a distance of 100.86 feet to the point of beginning.
>
> SAID LAND CONTAINS 5,000 SQUARE FEET, MORE OR LESS.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

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

WHEREAS, in its Resolution No. 25,510, adopted June 22, 2021, The City Council declared its intention to vacate a portion of a public right-of-way through proceedings conducted under the provisions of the Public Streets, Highways, and Service Easements Vacation Law appearing in Chapter 3, Part 3, of the California Streets and Highways Code; and

WHEREAS, the proposed public right-of-way vacation is connected to General Plan Amendment 2020-004, Change of Zone 2020-004, and Street Vacation 2020-003, a request to redevelop 501-601 E. Compton Blvd., a 2.13 acre site, with a seven story, mixed-use development; and

WHEREAS, an Initial Study and Mitigated Negative Declaration was prepared, processed and noticed in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.); and

WHEREAS, pursuant to Section 65402 of the Government Code of the State of California requires the Planning Commission to review all vacations for conformity with the general plan; and

WHEREAS, on June 16, 2021, the City of Compton Planning Commission did not recommend approval of the street vacation without explanation. However, on June 22, 2021 the City of Compton City Council, declared that the proposed street vacation as legally described above and on Exhibit "A", is in conformance with the goals and policies of the City of Compton's 2010 General Plan; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department and has determined that the area to be vacated is not necessary for any present or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area; and

WHEREAS, there are existing utilities within this area and an easement for public utilities will be reserved from this vacation pursuant to the Streets and Highway Code, Part 3. Public Streets, Highways and Service Easement Vacation Law, Chapter 5 Reservation and Preservation of Easements, Article 1 Reservation of Easements, Section 8340; and

WHEREAS, pursuant to Streets and Highways Code, notice of the date, time, and place of the public hearing was published in the Compton Bulletin on March 16, March 23, and May 25, 2022 and posted on the subject site on March 16, 2022; and

WHEREAS, a hearing was held by the City Council on September 6, 2022, as provided therein, whereby evidence offered by all persons interested in the proposed vacation was heard; and

WHEREAS, from all evidence submitted, the City Council finds that the public right-of-way described and shown Exhibits "A" is unnecessary for present or prospective public use; and

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

Section 1. That the City Council orders the vacation of a section of public right-of-way, approximately 40 feet by 135 feet, located on N. Willow Ave., located adjacent to 501-601 E. Compton Blvd., in Compton (Street Vacation No. 2020-03), and legally described and shown on Exhibits "A" and "B", pursuant to provisions of the Chapter 3, Part 3 of the California Streets and Highways Code.

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

Section 3. That, in accordance with Section 8340 of said Public Streets, Highways, and Service Easements Vacation Law, the public convenience and necessity shall require the reservation and exception from such vacation of easements and rights-of-way for works as follows:

A. The City of Compton reserves and excepts from the vacation the easement and the right, at any time or from time to time, to construct, maintain, operate, replace, remove or renew sanitary sewers and storm drains and appurtenant structures in, upon, or over, and across said public right-of-way or any part thereof and, pursuant to any existing franchise or renewals thereof, or otherwise to construct maintain operate, replace, remove, renew, enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment, and fixtures for the operation of gas pipelines, telegraphic and telephone, lines, cable television lines and service equipment, railroad lines, and for the transportation or distribution of electric energy, petroleum and its products, ammonia, water, and for incidental purposes, including access to protect such works from all hazards in, upon and over said public right-of-way and free access for the Sheriff and Fire Departments at all times.

B. Reserve an easement for the City of Compton Water Department and rights that are necessary to use, maintain, operate, repair, replace, remove, or renew said facilities.

C. Reserve an easement for Southern California Edison and rights that are necessary to use, maintain, operate, repair, replace, remove, or renew said facilities.

D. Reserve a 23-foot wide easement for covered storm drain and appurtenant structures, with ingress and egress purposes (11.50 feet on each side of the centerline of the drain) to the Los Angeles County Flood Control District (LACFCD) described herein attached Exhibit "C" and delineated on Exhibit "D". The LACFCD maintains an existing Reinforced Concrete Box storm drain (Glen Avenue Drainage System) within the proposed Street vacation.

Section 4. That the City Clerk of the City of Compton shall be directed to cause a certified copy of this Resolution to be recorded in the Office of the County Recorder of Los Angeles County, State of California.

Section 5. That the effective date of the vacation of said right-of-way shall be the date of recording of this Resolution.

Section 6. That copies of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, the Building and Safety, Fire, Public Works and Community Development Departments.

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON



CITY OF COMPTON

AERIAL MAP

General Plan Amendment Case No. 2020-0004
Change of Zone Case No. 2020-0004
Street Vacation Case No. 2020-003
Mitigated Negative Declaration No. 949
501-601 E. Compton Blvd.

Legend

City Limits

parcels

N

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

1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR
2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY READER IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

EXHIBIT "A"

LEGAL DESCRIPTION
N. WILLOW AVENUE VACATED PROPERTY

From the **POINT OF BEGINNING**; Thence, North 89° 29' 04" East for a distance of 40.04 feet to a point on a line.

Thence, South 03° 02' 46" East for a distance of 102.74 feet to the beginning of a curve,

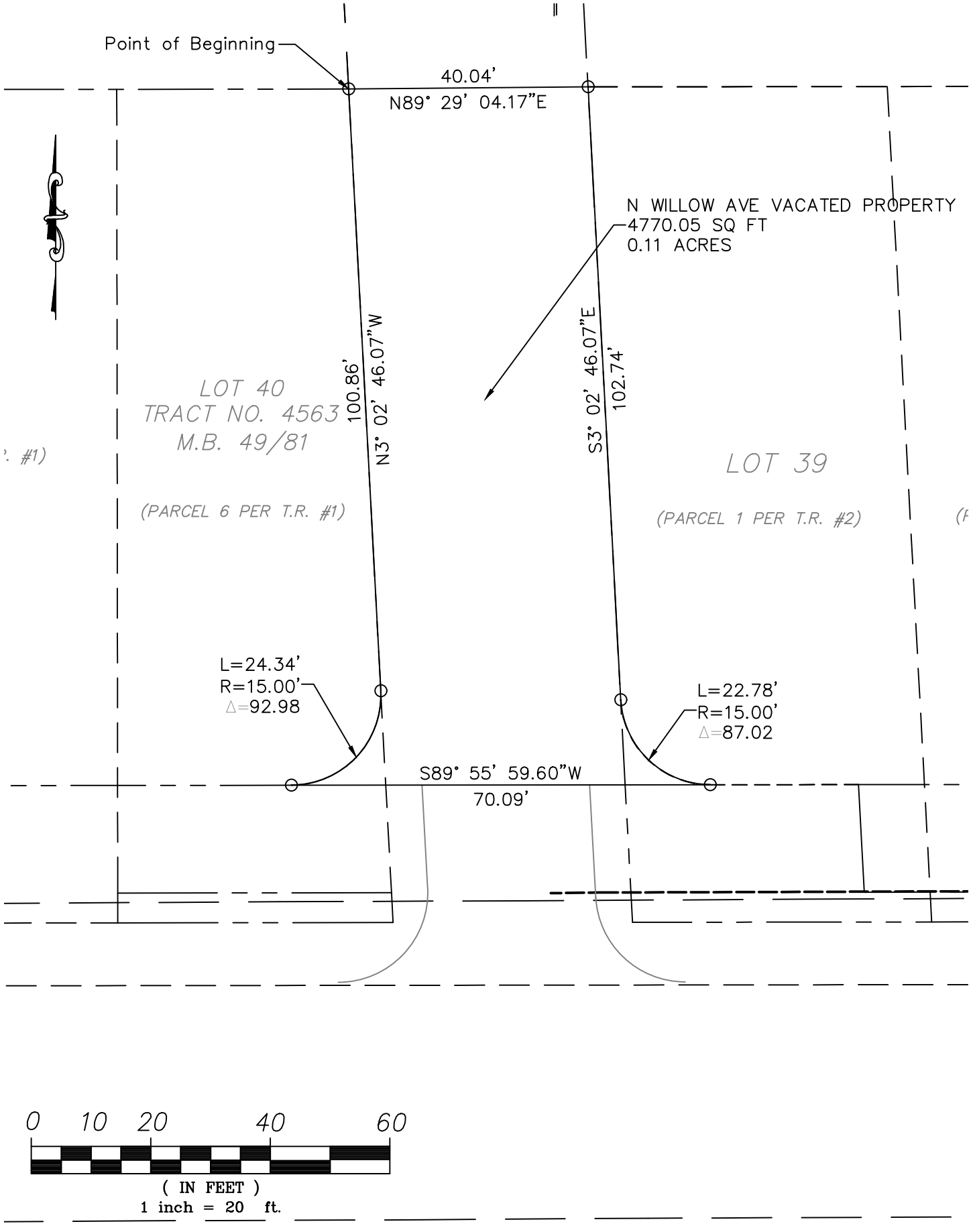
Said curve turning to the left through an angle of 87° 01' 14.3", having a radius of 15.00 feet, and whose long chord bears South 46°33' 23" East for a distance of 20.65 feet.

Thence, South 89° 56' 00" West for a distance of 70.09 feet to the beginning of a curve,

Said curve turning to the left through an angle of 92° 58' 45.7", having a radius of 15.00 feet, and whose long chord bears North 43° 26' 37" East for a distance of 21.76 feet.

Thence North 03° 02' 46" West a distance of 100.86 feet to the **POINT OF BEGINNING**.

Containing 4,770.05 Sq. ft or 0.11 Acres.


Point of Beginning
40.04'
N89° 29' 04.17"E
N WILLOW AVE VACATED PROPERTY
4770.05 SQ FT
0.11 ACRES
100.86'
N3° 02' 46.07"W
S3° 02' 46.07"E
102.74'
LOT 40
TRACT NO. 4563
M.B. 49/81
(PARCEL 6 PER T.R. #1)
LOT 39
(PARCEL 1 PER T.R. #2)
L=24.34'
R=15.00'
△=92.98
L=22.78'
R=15.00'
△=87.02
S89° 55' 59.60"W
70.09'
0 10 20 40 60
(IN FEET)
1 inch = 20 ft.

RESOLUTION NO. 25,510

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

WHEREAS, KBK Enterprises, LLC has filed a request to vacate a portion of North Willow Avenue located between the 500 and 600 blocks of East Compton Boulevard. The area to be vacated is legally described on Exhibit "A" and as follows:

THAT PORTION OF NORTH WILLOW AVENUE (FORMERLY WILLOW AVENUE) IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 81 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF NORTH WILLOW AVENUE (FORMERLY WILLOW AVENUE) LYING BETWEEN LOT 40 OF TRACT NO. 4563, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 81, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND, LOT 36 OF TRACT NO. 4563, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49 PAGE 81 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LAND CONTAINS 5,400 SQUARE FEET, MORE OR LESS.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

WHEREAS, provisions of Chapter 3, Part 3 of Division 9 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department and has been determined that the area to be vacated is not necessary for current or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the right-of-way area; and

WHEREAS, the street vacation is a part of a larger mixed-use development of up to 300 residential units, 7,700 square feet of commercial space, a 40,000 square foot innovation center, and a public plaza, which includes a General Plan Amendment, Change of Zone, Specific Plan, and street vacation (collectively the "Project"). The street vacation is necessary to create the public plaza that is a part of the Project; and

WHEREAS, pursuant to Section 65402 of the Government Code of the State of California on June 16, 2021, the Planning Commission reviewed the proposed vacations for conformity with the general plan and, adopted Resolution No. 4017 finding

that the proposed vacation is not in conformance with the City of Compton's 1990 General Plan for the reasons set forth in that Resolution; and

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

Section 1. The City Council, by separate Resolution No. _____, adopted Mitigated Negative certified the Final Supplemental Environmental Impact Report, made appropriate environmental findings, and adopted a Mitigation Monitoring and Reporting Program for the Project. Resolution No. is incorporated by reference, and made a part hereof as if fully set forth herein. The documents and other material that constitute the record on which this decision is based are located in the [Department of Community Development] and are in the custody of the [Director of Community Development].

Section 2. That the City Council declares its intention to initiate proceedings to vacate a portion of North Willow Avenue, a public right-of-way measuring approximately 40-feet by 135-feet, located at the "T" intersection of Willow Avenue and East Compton Boulevard and (Street Vacation No. 19-001) as legally described above and Exhibit "A" and as shown on Exhibit "B", pursuant to provisions of the Chapter 3, Part 3 of Division 9 of the California Streets and Highways Code.

Section 3. That Exhibits "A" (legal description) and "B" (map of the proposed vacation), are on file with both the City Clerk and the Planning Department of the City of Compton.

Section 4. That, in accordance with Section 8340 of said Public Streets, Highways, and Service Easements Vacation Law, the public convenience and necessity shall require the reservation and exception from such vacation of easements and rights-of-way for works as follows:

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

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

Section 5. That notice is hereby given that the City Council of the City of Compton will hold a public hearing on **Tuesday, July 6, 2021, at 6:00 PM** in the Council Chambers located at Compton City Hall, 205 South Willowbrook Avenue, Compton, where all persons interested in the proposed vacation may be heard.

Section 6. The City of Compton hereby directs the City Clerk to cause notices of public hearing to be published pursuant to Section 8322 of the California Streets and Highway Code and to be posted conspicuously along the portion of the street proposed to be vacated pursuant to Section 8323 of the California Streets and Highway Code.

Section 7. That a copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, the Public Works and Community Development Departments.

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

ADOPTED this 22nd day of June, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 22nd day of June, 2021.

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

AYES:	**COUNCIL MEMBERS-**	Chambers,McCoy,Sharif,Brown
NOES:	**COUNCIL MEMBERS-**	Galvan
ABSENT:	**COUNCIL MEMBERS-**	None
ABSTAIN:	**COUNCIL MEMBERS-**	None

CITY CLERK OF THE CITY OF COMPTON

September 6, 2022

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **MUNICIPAL WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR FISCAL YEAR 2022-2023 FOR TWO MILLION SIX HUNDRED FORTY THOUSAND DOLLARS ($2,640,000)**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to the Water Replenishment District of Southern California (WRD) in the amount of $2,640,000.00 for Groundwater Replenishment Assessment Fees for Fiscal Year 2022-2023.

BACKGROUND

The Compton Municipal Water Department (Department) provides for the City's water demands through two (2) sources: groundwater production and water purchased from the Metropolitan Water District of Southern California (MWD).

The Department delivers a total of approximately 8,000 acre-feet of water on an annual basis. Water delivery is provided through City groundwater pumping rights (5,780 acre-feet) and a combination of lease-in groundwater pumping rights and MWD imported water (as needed) to make up the 2,220 acre-feet needed for the total delivery amount. Pumping water from the underground basin assists the Department in the fulfillment of its goals and objectives. The Department acquires pumping rights from WRD on an annual basis.

STATEMENT OF THE ISSUE

The groundwater basin is managed by the WRD. WRD purchases imported and highly-treated recycled water, and adds this to captured storm water to recharge the groundwater supply. WRD manages the groundwater basin and insures that the groundwater supply is properly recharged back into the basin. Groundwater pumped by municipal water utilities, water companies and others are imposed a Replenishment Assessment Fee (RA) by WRD for basin recharge purposes. The funds generated from the RA cover the cost of water purchased to replenish the two largest and most utilized groundwater basins in Southern California.

ALTERNATIVES

Staff does not recommend any alternatives.

FINANCIAL IMPACT

The estimated annual cost for the Replenishment Assessment Fee is approximately two million six hundred forty thousand dollars ($2,640,000.00) for Fiscal Year 2022-2023.

Funds will be allocated annually during the budget development process in the Department's Water Purchase Fund.

Account No.	Account Description	Amount
5000-850-000-4251	Water Purchase-WRD	$2,640,000.00

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR FISCAL YEAR 2022-2023 FOR TWO MILLION SIX HUNDRED FORTY THOUSAND DOLLARS ($2,640,000)

WHEREAS, the Compton Municipal Water Department (Department) provides for the City's water demands through two (2) sources: groundwater production and water purchased from the Metropolitan Water District of Southern California (MWD); and

WHEREAS, the Department delivers a total of approximately 8,000 acre-feet of water on an annual basis; water delivery is provided through City groundwater pumping rights (5,780 acre-feet) and a combination of lease-in groundwater pumping rights and MWD imported water (as needed) to make up the 2,220 acre-feet needed for the total delivery amount; and

WHEREAS, pumping water from the underground basin assists the Department in the fulfillment of its goals and objectives; and

WHEREAS, the groundwater basin is managed by the Water Replenishment District of Southern California (WRD) which purchases imported and highly-treated recycled water, and adds this to captured storm water to recharge the groundwater supply; and

WHEREAS, groundwater pumped by municipal water utilities, water companies and others are imposed a Replenishment Assessment fee (RA) by WRD for basin recharge purposes. The funds generated from the RA cover the cost of water purchased to replenish the two largest and most utilized groundwater basins in Southern California; 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 issue a purchase order to Water Replenishment District of Southern California in the amount of Two Million Six Hundred Forty Thousand Dollars ($2,640,000.00).

SECTION 2. That $2,640,000.00 be allocated during the budget development process in the Water Purchase Fund, and increase expenditures in Account No. 5000-850-000-4251 (Water Purchases) by $2,640,000.00 for this expenditure on an annual basis.

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

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

ADOPTED this _____ day of _____, 2022.

_____

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 forgoing 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 _____, 2022.

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

September 6, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OHC PROPERTY ADVISORS FOR A FIXED ASSETS VALUATION AND AUTHORIZING A PURCHASE ORDER IN THE AMOUNT OF NINETY-TWO THOUSAND THREE HUNDRED DOLLARS ($92,300)

SUMMARY

Staff is requesting City Council adoption of a resolution authorizing the City Manger to enter into a professional services agreement with OHC Property Advisors for a Fixed Assets Valuation in the amount of Ninety-Two Thousand Three Hundred Dollars ($92,300) and to approve a purchase order of the same amount.

BACKGROUND:

The City Controller's Department has received at least 12 audit findings from the State of California Controller's Office and from the City's External Auditors, Eadie and Payne LLP related to the subjects of Fixed Assets accounting and reporting. The audit findings arose mainly due to the inability of the City Controller's Department to adequately account for and report on the City's Fixed Assets since FY2014.

The valuation of fixed assets signifies the dollar value placed on the sum of all City Fixed Assets (across all City funds), including: Infrastructure, Land, Buildings, Improvements, Construction in Progress, Equipment, Machinery, Vehicles, Software, Hardware, and others. (The specific dollar value and methodology that is needed must comply with Generally Accepted Accounting Principles for local governments). The City's financial statements currently possess a qualified audit opinion on the valuation of fixed assets that are presented within the financial statements.

Per the City's FY2020 Single Audit Report, Finding No. 2014-060A Recommendation is stated as follows:

SCO Finding 12 – The City's fixed assets were not properly and accurately accounted for

A. ***Recommendation****: The SCO recommended that the City establish City-wide procedures for fixed asset accounting, management, control, and accountability including:*
   - *Proper financial accounting and reporting in accordance with Generally Accepted Accounting Principles, the Governmental Accounting Standards Board, and other applicable government accounting standards;*
   - *A complete and accurate listing of fixed assets of significant value;*
   - *A description of the responsibilities of stewardship of valuable assets; and*
   - *Maintenance of fixed assets records for the life of each asset, which should be retained in accordance with the City's records retention program.*

E+P concurs with the SCO finding and recommendation.

B. ***Recommendation****: The City should consider performing physical inventory of City's capital assets, including infrastructure and construction in progress, to establish a solid foundation for its capital assets. Also, a process for reporting asset retirements should be developed.*

Per the City's FY2020 Single Audit Report, Finding No. 2019-015 Recommendation is stated as follows:

2019-015 - Capital Assets (MW)

Recommendation: *We recommend that the capital asset subsidiary ledger and the general ledger be brought up to date. It may be necessary to hire an outside company to perform a complete inventory of assets and to establish the estimated cost basis and date of acquisition, if sufficient records are not available to reconstruct the asset detail. In addition, we recommend that capital asset software be obtained to maintain accountability of capital assets and to compute depreciation. Currently, Excel spreadsheets are being used for this purpose.*

We also recommend the City develop and implement monthly and year-end closing checklists for staff to use as a guide. The City could require staff sign off on steps as completed and a supervisor approval of the completed checklist on a monthly basis. Such a checklist would prevent routine entries from being forgotten.

These audit findings and recommendations demonstrated the need for a Fixed Asset Valuation to be performed. Other related findings and recommendations listed in the FY2019 Single Audit report demonstrate the need for a Fixed Assets Valuation as well. Other specific audit finding recommendations are listed below according to their finding number, which has been obtained from the FY2020 Single Audit report:

- *#2013-001- Internal Control over Significant Accounting and Financial Reporting Procedures*
- *#2014-074B – Commitment to Competence (SD):*
- *#2015-115B: – Common Categories of Control Activities (SD)*
- *#2014-087B – Management Philosophy and Operating Style (MW):*
- *#2019-004 & #2018-006 & #2015-002 & #2104-007: Equipment and Real Property Management – Maintenance of Property Records (MW, NC)*
- *#2015-022: - Construction in Progress – Retentions (SD)*
- *#2014-057A: SCO Finding 16 – The City lacks adequate staff performing critical functions*
- *#2014-112B: – Common Categories of Control Activities (SD)*
- *#2014-128B – On-Going Monitoring (MW)*
- *#2015-020 – Capital Assets – Physical Inventory (MW)*

A Capital (Fixed) Asset policy (to address deficiencies and weaknesses in internal controls surrounding Capital (Fixed) Asset practices) that are primarily performed within the City Controller's Department was received and filed by the City Council on March 15, 2022. This policy includes (a) provisions for proper separation of duties to avoid conflicts of interest, (b) provisions for methods to ensure continuity of operations during the absence of Departmental staff, and (c) provisions for proper procedures to be put in place to ensure that appropriate staff perform their accounting functions effectively and efficiently moving forward. The provisions contained in the policy directly address audit findings that the City has received in the past from the State Controller's Office as well as from its external auditors, Eadie and Payne, LLP.

STATEMENT OF THE ISSUE:

An RFP was prepared for Fixed Assets Valuation and issued on April 20, 2022. Three responses were received to the RFP. The City Controller assembled a team of three evaluators for the proposals and each evaluator ranked the candidates on a quantitative basis according to their given score. The scope of work included the following elements:

- Proposer will provide detail of which asset information the City should include in each fixed asset record (e.g., Asset Description, Manufacturer, Make, Model, Asset/ Tag Number, Serial Number, Asset Location, Valuation of Asset, Useful Life, Asset Class (Classification Codes provided by the City), etc.).
- For each fixed asset the Proposer will provide accounting records that include the detail items identified above.
- The Proposer will be responsible for providing the fixed assets inventory data on flash drive in a file format such that the data can be loaded into a basic City Governmental fixed asset accounting software.
- The Proposer will complete a reconciliation of the Physical Inventory to the General Ledger and propose journal entries to bring the City's Fixed Asset Valuation current in the City's General Ledger.
- Report on other matters that come to their attention in the course of their evaluation that, in their professional opinion, the City should consider.
- Present findings, in person, to the City's management group.
- Prepare a final Fixed Asset report and five (5) bound copies.

The responses received were from the following three firms, which were ranked by the Proposal Evaluation team as follows:

	Bidder Name	Bid Value
1.	OHC Property Advisors	$92,300
2.	HCA Asset Management	$185,000
3.	RCI	$37,000

The firm that was selected, OHC Property Advisors, had the most responsible and reasonable fee estimate, as well as demonstrated the experience necessary to perform the work such that the City's audit qualified opinion related to fixed assets valuation would be removed. During the interview and through their proposal, OHC Property Advisor staff directly and affirmatively demonstrated, through the explanation of their project approach and demonstration of knowledge of how to satisfy auditor requirements, that they understood the immediate need and the magnitude of the impact of their approach to achieving the City's goals, while also stating a reasonable price. This conclusion was drawn by all three members of the Proposer-evaluation-team, unanimously. Therefore, it was concluded that OHC Property Advisors was the lowest responsible bidder.

The Fixed Asset Valuation project is estimated to take approximately three months to complete, depending on continued staff cooperation. There is a possibility that the results of this project will be incorporated into the City's FY2021 Audit, and therefore there is a possibility of this resulting in one of the audit qualified opinions to be removed from the

City's FY2021 financial statements. If it is not removed from the FY2021 Audited Financial Statements because of the timing, then it will be removed from the FY2022 Audited Financial Statements.

Staff rankings are attached.

FISCAL IMPACT:

The fiscal impact of this agreement will be a one-time cost of $92,300, which will is available from the following fund and account codes:

Account Code	Account Name	Amount
1001-650-000-4266	Contract Services	$92,300

Additionally, upon completion of this project, it is expected that a qualified audit opinion, as well as several audit findings, will be removed from the City's audited financial statements and Single Audit moving forward.

ALTERNATIVE:

The result of not approving this agreement and purchase order would be the continuance of not having reliable fixed asset figures in the City's financial accounting and reporting in a timely basis, until staff can obtain the necessary training, guidance, and sufficient allocation of time to perform the valuation themselves. This would result in reoccurrence of audit findings and audit qualified opinion until staff can perform the valuation themselves.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution to approve the agreement and purchase order regarding the Fixed Asset Valuation project.

SHARON RAHBAN NAVIZADEH,

CITY CONTROLLER

APPROVED FOR FORWARDING:

THOMAS THOMAS

CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OHC PROPERTY ADVISORS FOR A FIXED ASSETS VALUATION AND AUTHORIZING A PURCHASE ORDER IN THE AMOUNT OF NINETY-TWO THOUSAND THREE HUNDRED DOLLARS ($92,300)

WHEREAS, the City's financial statements currently possess a qualified audit opinion on the valuation of fixed assets that are presented within the financial statements.

WHEREAS, a Capital (Fixed) Asset policy (to address deficiencies and weaknesses in internal controls surrounding Capital (Fixed) Asset practices) that are primarily performed within the City Controller's Department was received and filed by the City Council on March 15, 2022. The provisions contained in the policy directly address audit findings that the City has received in the past from the State Controller's Office as well as from its external auditors, Eadie and Payne, LLP.

WHEREAS, the cost to correct the past deficiencies in proper accounting and reporting of fixed assets is a one-time cost, and an RFP was issued by the City Controller's department to find the most qualified firm to perform the valuation, to get the qualified audit opinion (surrounding the City's fixed asset valuation) removed, and to perform the work at the best price.

WHEREAS, external audit findings and recommendations demonstrated the need for a Fixed Asset Valuation to be performed.

WHEREAS, an RFP was prepared for Fixed Assets Valuation and issued on April 20, 2022. Three responses were received to the RFP. The City Controller assembled a team of three evaluators for the proposals and each evaluator ranked the candidates on a quantitative basis according to their given score.

WHEREAS, the firm that was selected, OHC Property Advisors, had the most responsible and reasonable fee estimate, as well as demonstrated the experience necessary to perform the work such that the City's audit qualified opinion related to fixed assets valuation would be removed. Therefore, OHC Property Advisors was the lowest most responsible bidder as concluded by the staff evaluating the proposals. The Fixed Asset Valuation project is estimated to take approximately three months to complete.

WHEREAS, the fiscal impact of this agreement will be a one-time cost of Ninety-Two Thousand Three Hundred Dollars ($92,300), which is available from the following fund and account codes, where sufficient budget exists in the FY2022-2023 Budget to cover the costs:

Account Code	Account Name	Amount
1001-650-000-4266	Contract Services	$92,300

WHEREAS, upon completion of this project, it is expected that a qualified audit opinion, as well as several audit findings, will be removed from the City's audited financial statements and Single Audit moving forward.

WHEREAS, the result of not approving this agreement, purchase order, and budget transfer would be the continuance of not having reliable fixed asset figures in the City's financial accounting and reporting in a timely basis, until staff can obtain the necessary training guidance, and sufficient allocation of time to perform the valuation themselves. This would result in reoccurrence of audit findings and audit qualified opinion until staff can perform the valuation themselves.

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreement and purchase order regarding the Fixed Asset Valuation project.

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 professional services agreement with OHC Property Advisors in the amount of ninety-two thousand three hundred dollars ($92,300) for a Fixed Assets Valuation.

SECTION 2. That the City Council hereby authorizes a term ending by June 30 2023 for fixed asset valuation services with OHC Property Advisors at a cost not-to-exceed ninety-two thousand three hundred dollars ($92,300.00) during Fiscal Year 2022-2023.

SECTION 3. That the terms of the agreement will begin on July 18th, 2022 and end on June 30, 2023.

SECTION 4. That the amount of ninety-two thousand three hundred dollars ($92,300.00) will be available in the Fiscal Year 2022-2023 budget allocated from account number 1001-650-000-4266 General Fund, Contract Services account.

SECTION 5. That a purchase order shall be issued to OHC Property Advisors from Account Number 1001-650-000-4266 in the amount Ninety-two Thousand Three Hundred Dollars ($92,300.00)

SECTION 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, 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 _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

OHC

PROPERTY ADVISORS

For City of Compton, California
Fixed Assets Valuation Services

May 19th, 2022

Response to RFP for Fixed Assets Valuation Services

Submitted By:	**Contracts & Project Manager Point of Contact:**
OHC Advisors, Inc 12060 SW 129th Ct., Suite 200 Miami, FL 33186	Scott Hodges, VP of Fixed Assets 1323 W. Fletcher Avenue, Suite B Tampa, FL 33612 Tel: (941) 545-4501 Email: Scott@OHCadv.com

OHC Advisors, Inc.
12060 SW 129th Ct., Suite 200
Miami, FL 33186
Tel: (941) 545-4501
Fax: (305) 916-6222

OHC
PROPERTY ADVISORS

Office of the City Clerk
City Hall, City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Response to RFP for Fixed Assets Valuation Services

Ms. Logan,

OHC Advisors, Inc. is pleased to submit its proposal in support of this RFP to provide Fixed Assets Valuation Services for the city of Compton, California. Our firm can provide the services outlined in the RFP based on our consistent, efficient fixed asset inventory approach, years of experience by our fixed asset division's team leaders, and knowledge and experience of our full-time staff on previous, similar projects and performances.

OHC Advisors will work with the city of Compton to provide a comprehensive, physical fixed asset inventory and reconciliation of the city's fixed assets. These will include all assets over the city's $10,000 capital asset threshold, and will also include certain, specific asset classes (Information Technology, Federally Funded Assets, Etc.) with a threshold less than $10,000. OHC will collect all necessary data fields as they pertain to these assets and provide that data in a format to the city of Compton so that it may be uploaded into the city's capital asset database system. OHC Advisors can physically affix any tags/tag numbers to any new/certain assets as requested by the city of Compton. OHC will report on any matters that we may encounter during our fieldwork for the city of Compton. A final fixed asset data report will be provided for upload into the city's capital asset software system, OneSolution. OHC can begin this project shortly after contract execution, meeting all city requirements.

We state that by submitting this offer that we agree to hold our firm fixed price offer for (90) days after the date set for the proposal opening and are willing to extend this timeline if requested by the City of Compton, California. We have received all addendums pertaining to this RFP and have considered them in the preparation of this proposal.

We look forward to the opportunity to assist the City of Compton, California with its important fixed asset inventory initiative. If you have any questions regarding this proposal or need additional information, please do not hesitate to contact me via telephone at (941) 545-4501 or via email at Scott@OHCadv.com.

Sincerely,

Scott Hodges, ASA
VP of Fixed Assets
OHC Advisors, Inc

Table of Contents

Cover Letter 2

Table of Contents 3

Transmittal Letter 4

Technical Proposal 5

Project Team Outline and Resumes 10

Technical Approach 13

Why OHC 22

Cost Proposal 23

Quality Control 24

Conclusion 25

Appendix A: Summary of Professional Fees and Expenses ..... **Attached**
Appendix B: Non-Collusion Declaration ..... **Attached**
Appendix C: Proposer Warranties ..... **Attached**

Transmittal Letter

OHC Advisors, Inc. and its staff have become trusted providers of fixed asset inventory and valuation services within state & local government, higher education, school district, and healthcare business sectors. We have a firm belief that each client's needs are different and that each project should be approached with this in mind. OHC staff has an extensive track record of developing long-term client relationships because of our personalized approach. These relationships are not only great on a professional level but also on a personal level. They allow us to provide efficient and accurate fixed asset inventories and valuations, while also getting to know our clients performing the work that we love.

OHC's core competencies include real estate appraisals, real estate market studies, senior housing consulting and appraisals and fixed asset inventories and valuations. OHC Advisors was created with the belief that a smaller company could create more efficient, customizable solutions for its wide-ranging client base. OHC employs subject matter experts across five national offices strategically located in Costa Mesa, CA, Miami, FL, Tampa, FL, Atlanta, GA, and Chicago, IL. Since its inception, OHC and its managing principals have instilled those beliefs within its staff and, more importantly, within its clients nationwide.

OHC Advisors is an individually-owned S-Corporation that originally specialized in general appraisals and market studies with a sole focus on healthcare entities in 2015. Michael Baldwin, President of OHC Advisors, brought with him a team of experts within this industry to start OHC Advisors, with almost every employee holding a certification in his area of expertise. Upon clients expressing a need for a broader range of services, Mr. Baldwin added a fixed assets division to OHC Advisors that specializes in inventories and valuations for state and local governments, higher education, school district and healthcare entities.

Headed up by Scott Hodges, OHC's fixed asset division's team leader has seen a broad range of fixed asset inventories over the years. With more than 15 years of project management experience performing fixed asset inventories and valuations as well as extensive knowledge on GASB 34/35 and GAAP compliance requirements, Scott Hodges has managed fixed asset projects as small as 500 assets and as large as 40,000 assets for state & local governments, universities, school districts, and hospitals/healthcare systems throughout his career. Mr. Hodges will serve as the onsite project manager for your engagement.

Scott Hodges, OHC's VP of Fixed Assets, will be the primary contact for this engagement. He is based out of the Tampa, FL office located at 1323 W. Fletcher Avenue, Suite B, Tampa, FL 33612 and can be reached via phone at (941)545-4501 or via email at Scott@OHCadv.com.

Technical Proposal

With more than 15 years of fixed asset inventory project management experience, Mr. Hodges has successfully performed as a lead project manager on a plethora of fixed asset inventory and valuation projects within state & local governments, K-12 school districts, universities and hospital/healthcare entities. His knowledge of GASB 34/35, 41 and 52, Generally Accepted Accounting Principles (GAAP), grant funding specifications, and his understanding of costing methods, condition assessments, classification assignments and property accounting records makes OHC Advisors the perfect choice for this engagement.

Relative to its competitors, OHC Advisors is a smaller company that offers custom solutions to its clients. We are not a "one-size-fits-all" large corporation that is going to just deliver standard reports. We are going to sit down with City of Compton administration and determine what is best for the city and its needs. Once that is determined, we will custom fit our project processes and reporting to meet those needs for the City of Compton.

We do this for each and every one of our clients and have listed some of our recent, previous prior project experiences along with applicable references for these engagements below:

Client:	**City of Needles, California**
Contact Person:	**Ms. Sylvia Miledi**
Job Title:	**Finance Director**
Address:	**817 3rd Street, Needles, CA 92363**
Email:	**SMiledi@cityofneedles.com**

Project Objectives Achieved:

The city of Needles fixed asset inventory consisted of a comprehensive fixed asset inventory throughout the city, which is 31 square miles. The project scope was to collect all data on all city-owned assets that had a threshold value of $5,000. Initially, the city provided an asset listing, however it was very out of date. OHC met with city administration to review the scope and develop procedures to perform the inventory that would be convenient to city departments, building managers, etc. Upon completion of the inventory, OHC developed an inventory report that could easily be imported into the city's asset management software system. Additionally, we developed reports detailing replacement cost valuations, condition management recommendations and capital-funding set-aside amounts.

Initially, the city provided an asset listing, however it was very out of date. OHC used this asset listing as the baseline for the inventory, however many of the assets had already been disposed of and there were many assets that were added to the asset listing to develop a comprehensive asset listing.

All city locations were visited and inventoried. Assets had barcode tags affixed to them, so they were scanned with barcode scanners and assigned to specific buildings (Fire Department 1) and rooms (Bunk Room) using current city numbering and naming conventions. Once scanned, if an asset reconciled to the city-provided asset listing, then it was accounted for and assigned to its specific location. If the asset did not reconcile to the city-provided asset listing, then the asset was added to the database if it met all city thresholds and qualifications. This was confirmed with departmental contacts.

All space within each city building was inventoried and covered before OHC staff would move on to the next building. During the initial pass of each building, OHC would sort and filter its inventory database so that a reconciliation pass could be completed while we were onsite, and as many assets as possible could be inventoried and reconciled.

Upon completion of the inventory passes, OHC would reconcile the assets onsite, however with any larger asset counts remaining, OHC would provide staff to reconcile any remaining spaces again. This would ensure complete coverage of the city's spaces. Once the inventory was complete, OHC would provide all requested data in a format that could be imported into the city's asset management software system. Audit support is provided for the duration of the contract.

Client:	**UC Hastings**
Contact Person:	**Mr. Adrian Brown**
Job Title:	**Director of Business Services**
Address:	**200 McAllister Street, San Francisco, CA 94102**
Email:	**BrownAdrian@UCHastings.edu**

Project Objectives Achieved:

The UC Hastings fixed asset inventory engagement consisted of a comprehensive fixed asset inventory and barcode tagging effort throughout the UC Hastings campus in downtown San Francisco. The scope consisted of approximately 7,500 assets and the inventory included all assets, including control and sensitive assets belonging to the university. There was no threshold value for the inventory. All CPU monitors, computers, tablets, IPads, laptops, etc. were included in the inventory.

First, UC Hastings provided an asset listing for the engagement and we scheduled with university administration to gain access in order to perform a wall-to-wall fixed asset inventory. OHC received master access to university space and scheduled the inventory. Schedules were created with convenience in mind to the client and what is convenient and necessary for the department contacts. Once a schedule was in place, OHC began the physical inventory.

Barcodes were located on most assets, so those assets were scanned with barcode scanners and assigned to specific buildings and rooms using current university numbering and naming conventions. Sometimes, a barcode was scanned and it did not reconcile to the university-provided asset listing. Since that asset was physically located in the field, it added to the asset database with all applicable data being collected on the asset (Description, Make, Model, Serial, etc.). This process was completed throughout all UC Hastings campus buildings.

All university buildings were visited and completely inventoried. There were new control and new, sensitive assets (furnishings and equipment) within some of the university buildings. OHC affixed new barcode tags to these assets and collected all applicable asset information on each asset and added that asset as a "new" asset to the fixed asset inventory database.

Upon completion of the inventory and tagging effort, OHC provided all data to UC Hastings so that it could be easily imported into UC Hastings' asset inventory management system. OHC worked with the university's IT department to assist with this upload. All data was presented to the appropriate university administration.

All reports conform to GAAP, GASB34 and university financial reporting accountability standards. We are flexible and the reports are customizable and can be built to include exactly what is necessary to suit the university's needs. This is true of all clients OHC services.

Audit support is provided for the duration of the contract.

Client:	**City of Atlantic City, New Jersey**
Contact Person:	**Ms. Adetoro Aboderin**
Job Title:	**Chief Financial Officer**
Address:	**1301 Bacharach Blvd. Atlantic City, NJ 08401**
Email:	**AAboderin@CityofAtlanticCity.org**

Project Objectives Achieved:

The City of Atlantic City Fixed Asset Inventory and Valuations project consisted of an annual inventory of approximately 2,500 fixed assets with a threshold of $5,000 spread throughout the city of Atlantic City, New Jersey.

To begin the project, we worked with city administrative staff and their departmental contacts to understand the needs of the city. From this, we created a schedule to perform the inventory convenient to each department/location. Once scheduled, we began the fieldwork. Scott Hodges was the lead project manager on the engagement.

OHC's staff meets with each departmental contact and visits each At each city location, Mr. Hodges and his staff review the department/building's asset listing with the appropriate contact and physically visit all necessary room locations/areas within each site/building to account for as many fixed assets as possible. Within each sublocation, Mr. Hodges and his staff scan all asset tags to account for as many assets as possible and assign each asset to a specific location (building, room, department, etc.) Then, staff performs a variety of sorts and filters within the asset database to develop a list of remaining assets within each sublocation. This allows OHC staff to reconcile as many assets as possible within each sublocation and reduces duplication of effort throughout each department and location. When necessary, barcode tags are physically affixed to machinery and equipment/moveable assets.

Upon completion of the initial inventory at each location, Mr. Hodges and his staff provide an electronic listing of any remaining assets at the end of each inventory to the appropriate departmental contact and provide follow-up reconciliation attempts, as necessary. This will allow for the largest amount of accounted for assets for each city department. Once all departments and locations have been physically inventoried and all assets have been reconciled as completely as possible, custom reports are created for the city. Overall, more than 50 city locations were visited throughout the inventory process.

OHC Advisors provided historic cost and replacement cost valuations on the city of Atlantic City's fixed assets in order to provide the city with a comprehensive baseline inventory and accurate valuations for GASB34, GAAP and financial reporting purposes.

Custom electronic reports are provided to the city for a seamless upload into the city's fixed asset software system. OHC determines with city administration the fields the reports are to include and provides accurate, consistent reporting conforming to all city financial reporting requirements. Audit support will be provided throughout the duration of the contract.

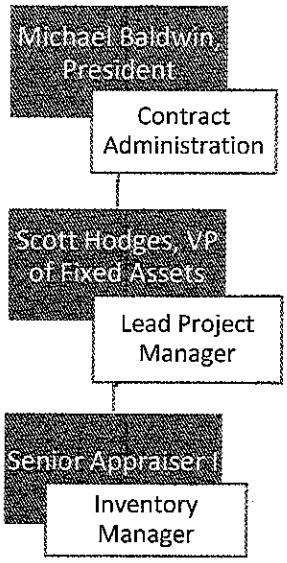
In addition to these references, Mr. Hodges has successfully performed as the project manager for the following entities over the course of his career:

- City of Oxnard, California - 10,000 assets
- City of Edinburg, Texas – 4,000 assets
- Martin County, Florida – 7,000 assets
- Okaloosa County, Florida School District - 8,000 assets
- Broward County, Florida – Port Everglades Division - 2,000 assets
- JMFE - 1,400 assets
- University of Washington Seattle - 28,000 assets
- University of California San Diego - 24,000 assets
- Sarasota County, Florida - 15,000 assets
- University of Minnesota - 32,000 assets
- University of Iowa Main Campus - 12,000 assets
- University of Iowa Hospital & Clinics - 17,000 assets
- NY Medical College - 1,200 assets
- Weill Cornell Medical College - 9,000 assets
- UCONN Health System - 24,000 assets
- SUNY Brooklyn University Hospital - 12,000 assets
- Maryland Transit Administration - 29,000 assets

Additional information can be supplied regarding any of these references and project experiences as requested by the City of Compton.

Project Team Outline

We anticipate a project team of three individuals that will be assigned to this project from inception to end. Scott Hodges, OHC's VP of Fixed Assets, will act as the project manager for this engagement. Additional administrative contract support will be provided by the President of OHC, Michael Baldwin. OHC will add or remove Senior Appraiser staff as necessary in order to ensure successful, timely project completion. Our experience illustrates that limiting the number of personnel designated to a specific project increases consistency and accuracy in overall data collection. OHC is always willing to discuss staffing expectations and staffing needs with its clients prior to project commencement. For this engagement, the staffed employees' roles will include, but are not limited to:



Michael Baldwin, President, Contract Manager I, ASA, MAI

- Handle all aspects of contract management for the engagement
- Request weekly updates from project managers to ensure project is being completed in a timely fashion as requested by the City of Compton, California administration
- Provide general project oversight throughout the engagement
- Has more than 14 years of experience managing contracts for the Federal government, state & local governments, HUD, Banks and other private and public clients.

Scott Hodges, VP of Fixed Assets, Project Manager I, ASA

- Main Contact for the City of Compton, California administrative staff and onsite staff
- Responsible for the overall project management of the engagement
- Ensure inventory software is set up correctly with all appropriate data fields and field staff knowing what asset data is to be collected accurately and consistently
- Scheduling responsibility with all appropriate City of Compton staff for successful completion of each location's/department's asset inventory
- Review staff field data logs daily for accuracy, consistency and any anomalies

- Perform inventory field tasks including barcode scanning, asset tagging, asset reconciliation, etc.
- Provide intermittent updates to city administrative staff/project manager
- Meet and communicate effectively with all City of Compton administrative staff
- Coordinate and Schedule each inventory location and task throughout the engagement with City of Compton staff
- Provide all necessary draft and final reports upon inventory completion
- Barcode scanning and inventory software management tasks in the field during the course of the engagement

Senior Appraiser I, Inventory Manager

- Secondary contact for City of Compton administrative staff; will provide onsite support throughout the engagement, if necessary
- Responsible for management of inventory data over the course of the engagement
- Perform inventory field tasks including barcode scanning, asset tagging, asset reconciliation, etc.
- Provide daily schedules and daily recaps to project managers as well as with City of Compton administrative staff, as necessary
- Coordinate field staff on proper data collection procedures and ensure data is captured accurately and consistently.
- Review Quality Control Plan and Procedures with OHC Project Managers prior to project commencement

Scott C. Hodges, ASA

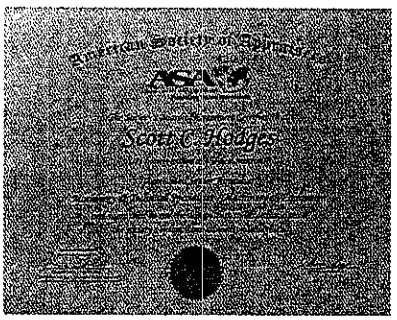
VP of Fixed Assets

OHC Advisors



PROFESSIONAL EXPERIENCE

Scott Hodges has served as a lead project manager on a plethora of fixed asset inventory and valuation projects since 2009. Additionally, he has performed as a senior appraiser on a variety of historic/original cost and insurable replacement cost valuation assignments. As a project manager, Scott has managed large-scale fixed asset inventories and valuation assignments for state & local governments, school districts, higher education, health system and hospital entities. These projects include developing a scope with clients, managing staff in sensitive work environments (city/county buildings, wastewater & water treatment facilities, school facilities, university research labs, hospital/clinic patient space, ICUs, etc.), communicating efficiently with entities' senior level management and own field staff, scheduling appointments, determining client needs, meeting deadlines, providing report updates to clients, and most importantly, ensuring complete client satisfaction upon completion of each project. Scott's knowledge of GASB34, GAAP and financial reporting requirements as they relate to fixed asset inventories and valuations make OHC Advisors a valuable work partner. Scott's clients have repeatedly issued letters of recommendation to all requesting, prospective clients. Scott has managed over $5 billion in fixed assets over the course of his career.



As an ASA designated senior appraiser, Scott has provided historic/insurable replacement cost consultations and depreciation calculations to many public and private sector clients. Scott specializes in municipalities, school districts, healthcare and higher education facilities. Scott regularly provides accurate fair market value, historic cost, insurable replacement and reproduction cost information on buildings/structures, land, land improvements, and contents/equipment. When assigned as the project manager on an appraisal project, Scott efficiently completes the data analysis from the data he receives from the client, schedules and manages all staff involved on the project, provides updates to clients throughout projects and delivers completed reports to each client at end of project. Scott has appraised thousands of buildings and has a laser focus on client relationship and surpassing client expectations. Scott has provided accurate historic cost and reproduction cost conclusions and insurable replacement cost on thousands of municipal buildings over the course of his appraisal career, and he specializes in municipal facilities.

Finally, Scott has worked as a valuation consultant on building component projects in state & local government, school districts, healthcare and higher education environments. This consists of gathering cost data (AIA documentation, Invoices, etc.) on buildings/projects, breaking out these costs at the "component" level, and then using these costs, components, and useful life analysis for depreciation reporting purposes. In doing so, Scott schedules with client for proper access during his visit, verifies project scope, communicates with the client effectively, collects all necessary field data, uses valuation techniques to correctly componentize each project/building, delivers completed reports to client and ensures complete client satisfaction upon completion of project. Scott's direct knowledge of financial reporting requirements and depreciation techniques on building component studies has led to his serviced entities receiving clean bills of financial health.

Technical Approach

The City of Compton, California hereafter "city," is requesting assistance with a comprehensive, city-wide physical fixed asset inventory and valuation for all city-owned fixed assets. Fixed assets may include land, buildings, improvements other than buildings, and machinery and equipment. These assets will be physically identified and electronically recorded, while being compared to current, city asset inventory records. The city of Compton does not have faith in its current fixed asset listing as the last fixed asset listing was completed in 2014, and the city believes that a scratch inventory may need to be completed in order to complete a comprehensive fixed asset listing. This will successfully establish a baseline inventory of the city's general fixed assets. All data collected during the physical fixed asset inventory will be provided in an electronic reporting format so that the city may seamlessly upload the inventory results into its capital asset management software. Weekly meetings, at minimum, will be held with appropriate city personnel to review project progress, discuss project challenges, and provide project progress updates. OHC will also provide recommendations to the city to improve fixed asset categorization as well as its current inventory policies and procedures.

The physical fixed asset inventory and valuation will include approximately 10,000 city assets. Some of these are capital assets, which have an original cost value of $10,000 and above and some are control or sensitive assets (IT assets, federally funded assets, etc.) that have a threshold value less than $10,000, and may need to be included within the fixed asset inventory. These 10,000 assets are spread throughout the city of Compton, California which spans approximately 10 square miles and has a population of over 95,000 residents. Barcode tags may also be provided and applied to all necessary fixed assets to support GASB34, GAAP and city financial reporting requirements. Compton operates under a City Charter with a Council-Manager form of government. The city appoints a city attorney, city clerk and a city manager to oversee the city's departments and divisions. We will work with these contacts to gain access to the city's approximately (50) building/site/structures locations.

The city's primary goal is to account for all city fixed assets and possible control/sensitive assets in order to comply with city financial reporting requirements and maintain accountability and control of the city's assets. OHC Advisors will provide a comprehensive, accurate fixed asset inventory and valuation in a format that may be imported into the city's fixed asset accounting software system, OneSolution. This complete, accurate fixed asset inventory will include collection of sufficient detail on each asset in order for the city to properly account for, control and monitor its fixed assets movements or disposition. A complete and accurate fixed asset inventory and valuation will enable the city to abide by regular, financial reporting of fixed assets to external reporting agencies as well as to the general public in a manner that complies with Generally Accepted Accounting Principles (GAAP), GASB, GFOA's Financial Reporting Requirements and The Uniform Administrative Requirements for Federal Grants.

OHC will work closely in conjunction with city administration and other departmental staff to understand the needs and operations of the city. Together, we will develop a work plan, schedule, responsibilities, and project timelines. We will perform on these by providing an accurate, physical fixed asset inventory and valuation for up to 10,000 city-owned assets.

Upon award, the project manager for this engagement, Scott Hodges, will contact City of Compton administrative staff to discuss the exact period during which the inventory will be performed along with providing his contact information and the contact information of other staff members that may be working on the project.

To assist OHC Advisors, the City of Compton will provide (if available):

- A current fixed asset ledger for a baseline inventory and reconciliation
- Previous years' asset listings and inventory data/location information on the assets, if available
- Building/Location information
- Site Maps
- Department contact information
- Inventory schedule of each location/department
- Identify any unique circumstances requiring special attention during inventory or prior to inventory commencement
- Site access to locations requiring inventory
- An initial kickoff meeting with all necessary department/location contacts to attend for an explanation of the services to be performed and to schedule difficult-to-access departments and buildings, if deemed necessary by the city
- A project manager through which we can coordinate site visits, deliver status reports, communicate any issues to, etc.

OHC Advisors will split this project into three phases: Planning/Scheduling, Fieldwork and Reporting.

1. **Planning/Scheduling:** Once the project scope has been confirmed with City of Compton administration, OHC staff will analyze the current asset listings and previous years' inventory data. Additionally, we can begin to develop a schedule in conjunction with the City of Compton for the inventory based on the probable asset counts of the different locations and departments located throughout the city. We will confirm scheduling with departments/location contacts at the initial kickoff meeting with the City of Compton. Estimated time of 1 week.

2. **Fieldwork:** Once we have a schedule in place, we will begin the actual physical inventory and reconciliation of all city-owned fixed assets with a threshold of $10,000 and any sensitive assets, as requested by the city of Compton. This is approximated at 10,000 total assets. Fieldwork will be completed by experienced project managers and knowledgeable appraisers chosen for their professional standards, technical capabilities, and fixed asset accounting knowledge. Estimated time of 4-6 weeks.

3. **Reporting:** Once fieldwork has concluded, our fieldwork findings will be used as the basis for the final reports. OHC staff will include all necessary reporting within initial draft reports. Upon acceptance of these draft reports by City of Compton administration, a final report will be issued with data that can be uploaded uploaded into the city's OneSolution fixed assets module. Estimated time of 2-3 weeks.

Our methodology will assimilate ASA and PMP standards along with GASB34/35, GAAP and GAAFR Financial Reporting Requirements to meet the physical fixed asset inventory and reconciliation requirements issued in this RFP. OHC will provide usual updates to city administrative staff and request feedback from the city. Communication amongst parties will be key to a successful engagement.

Planning/Scheduling

OHC will provide staff, hardware, and software necessary to complete a comprehensive, physical fixed asset inventory and valuation for the City of Compton. This equipment will include:

- Barcode scanners for inventory data collection
- Portable laptops/tablets for inventory data collection and reconciliation
- Inventory software for data upload and data collection
- Staff badges for wear while on city property

The planning/scheduling phase is an essential part of a successful fixed asset inventory project. Our experience illustrates that time spent on planning and scheduling will lead to greater effectiveness and efficiencies while completing the fieldwork portion of the project. Planning activities should include:

- Receipt of fixed asset database
- Analysis of asset database
- Create realistic timeframes to complete the inventory and reconciliations at each location
- Develop a schedule with the city to meet these timeframes
- Assignment of inventory staff to project locations based on project/client needs
- Review consistent inventory and reconciliation procedures with staff based on the RFP
- Distribute schedule to all necessary city departmental contacts and building contacts
- Kickoff meeting to explain services and meet key, city department/location personnel, if necessary

Fieldwork

OHC will conduct the onsite, physical fixed asset inventory and reconciliations as efficiently and as effectively as possible. We expect the onsite fieldwork to take approximately 4 to 6 weeks with planning and reporting stages taking place at company home offices. During the inventory and reconciliation process, OHC will keep open lines of communication with city of Compton administration regarding findings and/or issues discovered during the inventory.

OHC Inventory Procedures Include:

- Analysis of all available asset listings, cleaning of this data and uploading original, city fixed asset data into OHC's inventory database. If there is not any data to be uploaded, OHC will create the city of Compton database with all applicable field data to be collected. OHC will use all applicable information to develop a comprehensive original, baseline fixed asset inventory.
- Once uploaded, OHC staff will be able to provide any type of sort/filter to conduct as efficient an inventory as possible while in the field. Staff will follow the predetermined schedule and visit each city building location/department to account for all assets and reconcile those assets to the original asset database.
- If access issues arise, OHC's project manager will escalate those issues to appropriate city staff.
- Assets will be scanned with barcode scanners, accounted for, and assigned to a general location/building (City Hall) and a specific area/room number within that location (Room 321/Board Room).
- If OHC staff comes across an asset that cannot be reconciled to the original fixed asset data, and it meets the capital asset threshold of $10,000 or greater, or the control/sensitive assets threshold of less than $10,000, then that asset will be added as a new asset to the database with all applicable information recorded and barcoded, if necessary
- For any currently tagged/barcoded assets, field staff will identify and verify at a minimum the following asset fields from the original, baseline inventory supplied by the city of Compton. Any field changes will be recorded and identified (highlighted) within the draft and final reports. OHC will work with the City of Compton to develop these fields from the City of Compton's OneSolution fixed asset module's template.

  - ❖ Asset Description
  - ❖ Manufacturer
  - ❖ Make
  - ❖ Model
  - ❖ Asset Tag Number (Barcode Number)
  - ❖ Serial Number
  - ❖ Asset Location (Building, Room, etc.)
  - ❖ Responsible Department/Division
  - ❖ Valuation of Asset – Historic/Original Cost & Replacement Cost
  - ❖ Date of Acquisition (Estimated)
  - ❖ Original Cost (Estimated)
  - ❖ Useful Life (For Depreciation Calculations)
  - ❖ Asset Class (Land, Building, Machinery & Equipment, etc.)
  - ❖ Funding Source (if Federally funded)

- For untagged assets, OHC field staff will identify the asset as able to be reconciled to original, city asset data via serial number and description and will apply a barcode to the asset. In addition to the barcode number that has been applied to the asset, OHC will verify the following data fields, at a minimum:

- ❖ Asset Description
- ❖ Manufacturer
- ❖ Make
- ❖ Model
- ❖ Asset Tag Number (Barcode Number)
- ❖ Serial Number
- ❖ Asset Location (Building, Room, etc.)
- ❖ Responsible Department/Division
- ❖ Valuation of Asset – Historic/Original Cost & Replacement Cost
- ❖ Date of Acquisition (Estimated)
- ❖ Original Cost (Estimated)
- ❖ Useful Life (For Depreciation Calculations)
- ❖ Asset Class (Land, Building, Machinery & Equipment, etc.)
- ❖ Funding Source (if Federally funded)

- For "New" assets, OHC will identify the asset as unable to be reconciled to original, city asset data AND meeting the city's $10,000 capital asset threshold or the city's requirements for a control/sensitive asset with a threshold less than $10,000. OHC staff will then apply a barcode to the asset and capture the following data fields, at a minimum on the "New" asset:

  - ❖ Asset Description
  - ❖ Manufacturer
  - ❖ Make
  - ❖ Model
  - ❖ Asset Tag Number (Barcode Number)
  - ❖ Serial Number
  - ❖ Asset Location (Building, Room, etc.)
  - ❖ Responsible Department/Division
  - ❖ Valuation of Asset – Historic/Original Cost & Replacement Cost
  - ❖ Date of Acquisition (Estimated)
  - ❖ Original Cost (Estimated)
  - ❖ Useful Life (For Depreciation Calculations)
  - ❖ Asset Class (Land, Building, Machinery & Equipment, etc.)
  - ❖ Funding Source (if Federally funded)

- OHC's project manager will ensure that all city locations have been inventoried and completely reconciled to the city's original, fixed asset database
- If assets remain after these initial passes, OHC staff will provide departmental and locational contacts with "un-reconciled" asset listings and provide staff for another attempt to locate any "missing" assets
- After a "reconciliation pass" with all locations and departments, OHC will provide a listing of "unfound assets," if applicable. We aim for these to be minimal or zero.

- All discrepancies, assets that are possibly entered incorrectly into the city's fixed asset software system or assets that city staff reasonably feels that OHC missed at certain site locations, will be remedied by OHC Advisors with appropriate city staff. Our initial pass and reconciliation process ensure that assets are not missed at locations, and staff follow ups ensure a definitive answer on each asset

Detailed Inventory Procedures include:

- Using barcode scanners, OHC staff will scan and match barcode numbers on all assets to assets within the original, city fixed asset database
- Once an asset has been scanned, located and reconciled to this database within OHC's Inventory system, OHC staff will verify all pertinent information: Asset Tag Number, Asset Description, Manufacturer, Model, Serial Number, etc. and add information if it is currently missing or blank, if available. The asset will then be assigned to a specific building and room number using the city's current numbering and naming conventions
- Once an asset has been located and accounted for, OHC staff will move on to the next asset
- If OHC staff locates an asset that it cannot match by barcode, serial number, asset description, etc. and it reaches the capital asset threshold of $10,000 or the control/sensitive asset threshold under $10,000, all necessary information will be captured for that asset, and it will be added to the asset inventory database and barcoded. OHC will provide a variance report for these new assets
- When an asset is located, scanned, and reconciled to the original fixed asset database, it will be assigned a specific building and specific room location
- Upon accounting for each asset, OHC staff will verify applicable asset information: Asset Tag Number, Asset Description, Manufacturer, Model, Serial Number, etc. and add any missing/blank information that is accessible
- OHC staff will provide variance reports for "New" assets. These assets will be accounted for and assigned to a specific building and room location. We will verify that these "New" assets meet the city's asset thresholds with our building/departmental contacts and capture all necessary applicable, available information on these assets.
- OHC personnel will ensure that rooms within buildings are left exactly as-is during the inventory

Reporting

All reports generated will meet GAAP, GFOA, and GASB34/35 financial reporting requirements. These reports will be formatted appropriately in Microsoft Excel for a seamless transition into the OneSolution fixed asset module, the city's asset management software system. Hardcopy and electronic format (flashdrive/CD) reports can be provided upon request. All required fields will be formatted to meet the required field lengths. Reports will also include a narrative detailing project methodologies and processes used during the physical fixed asset inventory. Reconciliation and any unusual findings, clarifications about the reports, and any other useful information the city may need to update its asset inventory records will also be included within the final reports.

For each report, OHC will issue a draft and final report with three Worksheets:

- **Worksheet 1:** All located assets from the city-provided asset listing(s) when asset tag numbers and serial numbers reconcile directly to city-provided data or scratch inventory results
- **Worksheet 2:** New added assets that are not currently on the city's fixed asset ledger
- **Worksheet 3:** Assets exist in city-provided data, but do not physically exist in the field after the initial pass and reconciliation follow-up with appropriate city department/location contact(s) (**Surplus/Removal Assets**)

Customizable reports will be issued in the format requested by the City of Compton, California. OHC will discuss with the city staff prior to project commencement exactly what data the final reports will include, outside of what is explained within this RFP, and how that data will be presented to the city. OHC will verify that the city fully understands all reports and findings upon issuance of the final reports. At minimum, the city's draft and final reports shall include completed information for all necessary data fields as illustrated below:

- Asset Description
- Manufacturer
- Make
- Model
- Asset Tag Number (Barcode Number)
- Serial Number
- Asset Location (Building, Room, etc.)
- Responsible Department/Division
- Valuation of Asset – Historic/Original Cost & Replacement Cost
- Date of Acquisition (Estimated)
- Original Cost (Estimated)
- Useful Life (For Depreciation Calculations)
- Asset Class (Land, Building, Machinery & Equipment, etc.)
- Funding Source (if Federally funded)

Scott Hodges, the lead project manager on this engagement, is an ASA-designated Machinery and Equipment appraiser with 15 years of experience in performing fixed asset inventories and assigning insurable replacement cost values (current values), reproduction cost and/or historical cost/original cost to municipalities' fixed assets nationwide. His experience in assigning insurable replacement cost values, reproduction cost and historical costs includes, but is not limited to:

- Buildings
- Building Contents
- Land
- Moveable Equipment
- Machinery and Equipment
- Vehicles
- Site Improvements

- Process Equipment (Water and Wastewater facilities)
- PITO (Property in the Open/Land Improvements)
- EDP (Electronic Data Processing Equipment, Computers, Printers, etc.)

All OHC field staff members are knowledgeable and experienced in assigning assets to specific asset categories and replacement cost new, reproduction cost and historical cost appraisal techniques. Normal and standard costing methods will be utilized by all staff appraisers throughout this engagement.

Once all necessary field data is gathered and analyzed. OHC staff will use their valuation tools (Marshall Valuation Services, Marshall, Swift, Boeckh Valuation, Manufacturer Pricing guides, Process equipment pricing guides, internet research, etc.) to arrive at accurate historic cost and replacement cost values for the city of Compton's fixed assets. All normal and standard costing techniques will be used for appraisal purposes. From the assigned asset categories/asset classes, OHC staff can review, and assign as necessary, appropriate useful lives for these asset classes.

OHC's appraisal and inventory fieldwork will capture all necessary fixed asset data that will meet or exceed GASB34 and GAAP expectations. Data captured via mobile tablet computer shall include:

- Asset Description
- Manufacturer
- Make
- Model
- Asset Tag Number (Barcode Number)
- Serial Number
- Asset Location (Building, Room, etc.)
- Responsible Department/Division
- Valuation of Asset – Historic/Original Cost & Replacement Cost
- Date of Acquisition (Estimated)
- Original Cost (Estimated)
- Useful Life (For Depreciation Calculations)
- Asset Class (Land, Building, Machinery & Equipment, etc.)
- Funding Source (if Federally funded)

OHC Advisors staff will work with the city of Compton staff regarding the recording and valuation of all fixed assets. We will meet and work with the proper city department contacts to gather the necessary data and information on these fixed assets for accurate, consistent valuations.

Project Task Schedule

OHC Advisors can begin the City of Compton, California fixed asset inventory, reconciliation and valuation shortly after award and contract execution. We estimate that the inventory, reconciliation, valuation, and delivery of final reports will take **60-90 calendar days** from the date of the commencement of onsite fieldwork in 2022. We will work efficiently with city staff to meet and exceed expectations of the city's project completion deadline.

Project Task	**7 days**	**30 days**	**60 days**	**90 days**
1. Notice to Proceed received from City	X			
2. Receipt of City Asset listing(s)	X			
3. Analysis of asset listing by OHC staff	X			
4. Import data into OHC Fixed Asset Inventory Database	X			
5. Project Planning/Scheduling	X			
6. Review Inventory and Reconciliation Policies & Proced.	X			
7. Initial Physical Inventory, Barcoding, Reconciliation		X		
8. Reconciliation of remaining assets/depts/locations		X		
9. Clean data after Inventory/Reconciliation process			X	
10. Perform Valuation analysis on assets			X	
11. Assign Historic/Original and Replacements Costs to assets			X	
12. Complete Final Review of data			X	
13. Issue Draft Reports			X	
14. Issue Final Reports				X
15. Final Inventory interface with City's Asset Management System				X

OHC Advisors will perform onsite inventory and reconciliation tasks during normal city business hours. However, we are prepared to perform services outside of normal business hours when possible. This is preferable because we have found that when we are able to gain access to facilities and locations outside of normal business hours, our staff is able to be more efficient within that space, resulting in even faster project completion timeframes for our clients. However, if this is not possible, there will **NOT** be any change to our 60 to 90-day scheduled timeframe.

Overall, we will work with the City of Compton to establish a project timeline that is appropriate to the city and its financial reporting requirements.

Why OHC

So why OHC? Our interest in this engagement is apparent, otherwise we would not provide a proposal for the work, so why should the City of Compton, California choose OHC Advisors over one of its competitors?

1. **Senior-Level Experience**: OHC employs only senior-level staff members, which is why Mr. Hodges was brought on to head up OHC's Fixed Asset division. With more than 15 years of fixed asset project management experience, Scott Hodges has managed every type of fixed asset project imaginable. State & local government fixed asset inventories are one of the core business sectors that OHC's Fixed Asset division services, and Mr. Hodges is familiar with every different piece of equipment that he may come across within this environment, on a national basis. Additionally, Mr. Hodges' ASA-designation in Machinery & Equipment designates him as an expert in this field.

2. **Personal Client Relationships**: OHC is unlike any of its competitors when it comes to building and developing client relationships. As a smaller firm, we have a laser focus on our clients and their individual needs. From the first day of the engagement, you will have the personal cell phone number of Mr. Hodges, the project manager on this engagement. He will be available to you at any date and time (even evenings and weekends) to answer questions, resolve any issues that may arise, and provide intermittent updates on project progress.

3. **Greater Efficiency**: Because of its project managers' experience on a plethora of state & local government fixed asset inventory projects, OHC is the most efficient firm industry-wide from the beginning, planning stages of a project to the ending, reporting stages of the project. OHC's project manager will analyze your data and develop an aggressive project schedule. Using his knowledge and experience with different asset databases and asset software, Scott Hodges will follow this schedule while accounting for and reconciling as many assets as possible. Upon completion of the asset inventory fieldwork, reports will be prepared accurately and consistently with the format meeting all necessary GAAP, GASB and city financial reporting requirements. This data will be provided in a format for a simple transition into city of Compton's fixed asset inventory module, OneSolution.

4. **Better Pricing**: Even though OHC is a smaller firm than most of its competitors, our ability to run lean and efficiently allows us to provide low-cost competitive pricing to our prospective clients. Also, unlike many of our competitors that increase their costs on an annual basis, OHC believes that a firm should become more efficient year-to-year on the same project. These efficiencies provide cost-savings to OHC, and those cost savings are passed on to our clients. While many of our competitors increase their costs over time for the same project, OHC actually decreases its costs on an annual basis.

Cost Proposal

OHC will work closely with City of Compton administration and individual location and department contacts throughout this engagement. OHC staff has the knowledge and experience to conduct a comprehensive physical, fixed asset inventory, reconciliation and valuation of this scope and size and has completed many similar engagements in the past with a laser focus on client understanding and satisfaction. We only consider our job done when complete client satisfaction has been achieved. OHC will provide the City of Compton with accurate and consistent asset records. We will work closely with city IT and administration staff to provide the data and reports in a format consistent with the OneSolution fixed asset module, the city's asset management software system, and ensure that the data can be uploaded/imported successfully into the city's OneSolution fixed asset module.

Based on the information within this solicitation as well as our knowledge and experience of fixed asset inventories and reconciliations OHC is pleased to quote the following professional fees and expenses for the requested services. All travel, administrative and miscellaneous expenses are included in this fixed cost fee:

- **Complete Fixed Asset Inventory, Reconciliation, and Valuation of the City of Compton's approximately 10,000 capital assets (assets with a value of $10,000 and above) and control/sensitive assets (assets with a value less than $10,000). Applying barcodes to all untagged city-owned assets. Adding "New" assets to the asset inventory database when applicable. Providing Historic/Original Cost and Replacement Cost Valuations on all fixed assets. Ensure a transition of the final data into the city's OneSolution fixed asset management system. Presenting data to the city's management group.**

  2022 Fixed Asset Inventory, Reconciliation, and Valuations = **$92,300**

These fees are completely inclusive of staffing labor, equipment, hardware and software costs, travel expenses, living expenses, administrative expenses and all other expenses that may be incurred while fulfilling the requirements of this solicitation. Any questions or comments regarding fees may be sent to Scott Hodges at Scott@OHCadv.com or he may be reached by phone at (941) 545-4501.

Quality Control

OHC Advisors employs a rigorous quality control process to ensure that all field data is collected completely and accurately, and all valuations are completed consistently. Field data is reviewed daily by OHC's project managers, and any outstanding questions are asked of field staff. Valuations are performed by designated ASA appraisal staff to ensure that appropriate and consistent values are being applied to the assets.

All staff members on this engagement will hold either an ASA or MAI designation, which designates the staff member as an appraisal expert. Mr. Hodges, the project manager for this engagement, is an ASA in Machinery and Equipment, and he is very knowledgeable and comfortable with each type and piece of equipment he may see during this engagement.

Staff will be supervised on a daily basis with consistent instruction given on data collection efforts. Data will be collected consistently by all staff members, and buildings and rooms will be left as-is during the inventory. OHC's project manager will ensure this, and weekly updates will be provided to OHC's president to provide updates on the engagement.

Upon completion of the fixed asset inventory fieldwork and valuation conclusions, OHC's reports will be reviewed by appraisal staff to ensure consistent and accurate valuations have been performed on the city's fixed assets. Any comments and questions by city staff will be answered expeditiously and these results can be explained to city management staff.

Conclusion

On behalf of OHC Advisors, we thank you for allowing us to provide a proposal on this very important initiative for the City of Compton, California. Our knowledge and understanding of fixed asset accounting and financial requirements that support GASB Statements 34/35, 41 and 52, Generally Accepted Accounting Principles (GAAP), Governmental Accounting Auditing and Financial Reporting (GAAFR), GFOA, and the Uniform Administrative Requirements for Federal Grants along with the myriad of our project experiences demonstrate our ability to complete the requested services in this solicitation. Please feel free to reach out to us with any questions you may have regarding the proposed services.

We look forward to the opportunity to service the City of Compton and all associated city facilities.

Sincerely,

Scott Hodges, VP of Fixed Assets
OHC Advisors
Scott@OHCadv.com
(941) 545-4501

APPENDIX A

SUMMARY OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF CITY OF COMPTON

Standard quote for the Services as described under "**Scope of work to be performed**" section of the request for proposals.

	Total Hours	Hourly Rate US $	Amount US $
Partners Managers Supervisory Staff Staff Other (specify)	1,200	$61.53/hour	$73,840
Subtotal			$73,840
Out-of-Pocket Expenses: Transportation Other (specify)			$18,460
Subtotal Out-of-Pocket Expenses			$18,460
Total All-Inclusive Maximum Price for the Audit Service			$92,300

Note: The above quotes represent the total all-inclusive maximum prices for the services for the respective years. The Proposer warrants that all costs have been considered and included in the above quotes.

APPENDIX B - NON-COLLUSION DECLARATION

This declaration is submitted with a proposal to the City of Compton. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Compton, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Compton (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

5/9/2022 _____

(Date and Place) Signature

OHC Advisors, Inc.

Name of Proposer

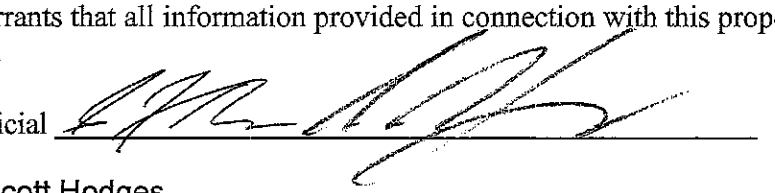
APPENDIX C

PROPOSER WARRANTIES

A. Proposer warrants that it will obtain an Errors and Omissions insurance policy providing a prudent amount of coverage for willful or negligent acts or omissions of any officers, employees, or agents thereof.

B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Compton.

C. Proposer warrants that all information provided in connection with this proposal is true and accurate.

Signature of Official 

Typed Name Scott Hodges

Firm Name OHC Advisors, Inc.

Date 5/9/2022

City of Compton, California

RFP Title: Fixed Assets Valuation

Due: May 19, 2022 @ 4:00 PM PDT

Submitted by Records Consultants, Inc. – Chris Coryell, Vice President of Sales
21288 Gathering Oak, San Antonio, Texas 78260 (877) 363-4127 Fax (877) 366-0776

ORIGINAL

TABLE OF CONTENTS

Title Page 1

Table of Contents 2

Cover Letter 3

Company Experience and Qualifications 4

References and Experience 5

Project Team Members and Resumes 8

Approach & Methodology and Project Overview 11

a. **Scope of Work – Physical Asset Inventory** 13
b. **Asset Tagging/Scanning** 13
c. **Reconciliation and Acquisition Cost Research** 14
d. **Historical Cost Research and Deliverables** 15
e. **Asset Management System & Reporting** 16
f. **Timeline and Detailed Description of Project Stages** 20
g. **Collaboration** 24
h. **Optional Services and Periodic Updates** 25

Cost Proposal - Project Fees 26

ADDITIONAL INFORMATION AND FORMS

a. **RCI Liability Insurance Coverage** 27
b. **RCI W-9** ..... **Attached**

May 15, 2022

City of Compton
Jocelyn Logan, Deputy City Controller
205 South Willowbrook Avenue
Compton, CA 90220

RE: RFP Title: Fixed Asset Valuation

Records Consultants, Inc. (RCI), a leading fixed asset management consulting company headquartered in San Antonio, Texas, is pleased to submit this proposal to The City of Compton (THE CITY) for Fixed Asset Valuation Services. RCI is proposing services to conduct a City-wide comprehensive and accurate physical asset inventory, valuation, and reconciliation of all fixed assets including historical cost research of land, improvements, buildings and infrastructure asses across all city buildings and properties. The RCI fixed asset inventory and reconciliation will help THE CITY establish an accurate baseline of assets while also helping fulfill its GASB 34 reporting requirements.

Over the last 28 years, RCI has completed comparable inventory and reconciliation projects for more than 1,200 clients throughout California and the United States. Each year we conduct 250-300 Capital and Fixed Asset inventories for new and existing clients with a commitment to providing unsurpassed quality and client service. We are often referred to new clients by external auditors familiar with our work. RCI is uniquely qualified to provide the on-site physical inventory and reporting services for THE CITY. Our experienced inventory specialists are expert at the physical inventory process, and we provide a robust solution for asset tracking by way of our state-of-the-art Fixed Asset Management Program (FAMP 11.1). Our asset tracking software includes robust reporting features for valuation and depreciation reports. We are confident you will find our proposal responds to the scope of services that you have requested and demonstrates our extensive experience in conducting capital and fixed asset inventories.

I am authorized to bind this offer and will be the primary contact for any questions. RCI appreciates the opportunity to propose our services to The City of Compton. This proposal is considered valid up to six (6) months after the submission date. Our team is available to speak with you about this proposal at your convenience. Should you have any questions regarding any aspect of our proposal, please do not hesitate to call me at (877) 363-4127.

Sincerely,

Chris Coryell

Chris Coryell
Vice President of Sales

21288 Gathering Oak • San Antonio, Texas 78260 • Office: (877) 363-4127 • Fax: (877) 366-0776 • sales@rcitech.com

COMPANY EXPERIENCE AND QUALIFICATIONS

Based in San Antonio, Texas, RCI is a recognized leader in a variety of management consulting and service fields and has performed information management services for public and private entities, such as school districts, institutions of higher education, municipalities, county governments, and private sector clients in healthcare and transportation. We provide a wide range of products and services, which include Capital and Fixed Asset Inventory Management Services and Software, Historical Cost Research for GASB 34 reporting, Infrastructure Valuations, Insurance Property Appraisals, and Records Retention and Document Imaging Solutions.

The Company was formed as a microfilm service bureau in 1980, and subsequently added records management services and our fixed asset inventory program. Insurance appraisal services were a later addition to RCI's product line. We are a privately held Texas corporation; the firm is financially secure with no litigation history or any pending actions of law that will affect our dedication to this project.

Reflecting RCI's commitment to client service and efficient project management, all engagements are staffed from the Company's corporate office. Because we do not outsource work, using the Company's own employees ensures clear ownership of the project and will provide The City of Compton with the highest degree of accountability. Further evidencing the Company's commitment to customer service, RCI does not use voicemail; Clients will always speak with a member of RCI's staff during normal business hours.

Name of Firm	Records Consultants, Inc.
Location of headquarters	**21288 Gathering Oak** **San Antonio, Texas 78260** **Phone: (877) 363-4127** **Fax: (877) 366-0776** **www.rcitech.com**
Tax Identification Number	**74-2673059**
Year Established	**June 1, 1993**
Number of Years in Existence Under Trade Name	**28 Years**
Total Number of Offices	**1 Corporate Office Location**
Total Number of Employees	**60 Employees Based in San Antonio, Texas**
Organization Type	**Privately Held C Corporation**
Area of Service	**Nationally within U.S.**
Primary Expertise	**Capital and Fixed Asset Inventory** **Historical Cost Research for GASB 34/35 Reporting**

REFERENCES AND EXPERIENCE

RCI offers the following references of our work.

Sweetwater Union High School District - California

- Location: 1130 Fifth Avenue, Chula Vista, CA 91911
- Years(s): 2021,2020, 2019
- Client Contact & Title: Jenny Salkeld, CFO
- Contact Phone Number: 619-691-5550, jenny.salkeld@sweetwaterschools.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets in 31 buildings totaling over 4,000,000 SQFT across all campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried is over 45,000.

Coast Community College District - California

- Location - 1370 Adams Avenue, Costa Mesa, CA 92626
- Year(s): 2017 (schedule 2019)
- Client Contact & Title: Rachel Kubik, Director of Fiscal Services
- Contact Phone Number: 714-432-5834, rkubik@occ.cccd.edu
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets at 7 college campuses totaling 1,452,000 SQFT. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 6,500.

Los Rios Community College District - California

- Location – 1919 Spanos Court, Sacramento, CA 95825
- Year(s) – 2021
- Client Contact & Title: Annaliese Pennell, Administrator
- Contact Phone Number: (916) 286-3691, PennelA@arc.losrios.edu
- Description of Project – Comprehensive physical inventory of departmental capital, fixed assets in 7 buildings totaling 250,000 SQFT across American River College. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems and FAMP software. Total assets tagged and inventoried was approximately 5,100.

Roseville City School District - California

- Location: 1046 Main Street, Roseville, CA 95678
- Year(s): 2018
- Client Contact & Title: Lori Jorgensen, Purchasing Manager
- Contact Phone Number: (916) 771-1600, ljorgensen@rcsdk8.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 24 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 24,800.

City College of San Francisco - California

- Location: 50 Phelan Ave., San Francisco, CA 94112
- Years(s): 2018
- Client Contact & Title: Luther Aaberge, Vice Chancellor of Finance
- Contact Phone Number: 415-241-2229, laaberge@ccsf.edu
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets in 54 buildings in an estimated 1,100,000 SQFT across all locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Asset data migration to Ellucian Banner.

City of Albany - California

- Location: 1000 San Pablo Ave., Albany, CA 94706
- Year(s): 2019
- Client Contact & Title: Heather Rowden, Finance Director
- Contact Phone Number: (510) 528-5710, cityclerk@albanyca.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 9 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Project included historical cost research of Land, Land Improvements and Buildings.

West Fargo Public School District – North Dakota

- Location – 207 W. Main, West Fargo, ND 58078
- Years(s): 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011
- Client Contact & Title: Stacie Kalvoda, Accountant
- Contact Phone Number: (701) 499-1013, skalvoda@west-fargo.k12.nd.edu
- Description of Project – Comprehensive physical inventory of capital, fixed, and controlled assets across 20 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 32,800.

Sanger USD - California

- Location: 1905 Seventh Street, Sanger, CA 93657
- Year(s): 2017
- Client Contact & Title: Deborah Flores, Purchasing Agent
- Contact Phone Number: 559-524-6536, deborah_flores@sanger.k12.ca.us
- Implementation: 53 Days
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 21 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 22,800.

City of Raton – New Mexico

- Location: 334 North Second Street, Raton, NM 87740
- Year(s): 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012
- Client Contact & Title: Michael Antonucci, Treasurer
- Contact Phone Number: (575) 445-9551, mantonucci@cityofraton.com
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across city locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems.

City of Donna - Texas

- Location – 307 South 12th Street, Donna, TX 78537
- Year(s): 2017, 2015, 2013, 2009
- Client Contact & Title: Carlos Carrizales, Assistant Director of Finance
- Contact Phone Number: 956-464-3314, ccarrizales@cityofdonna.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across all city locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems.

Lincoln USD - California

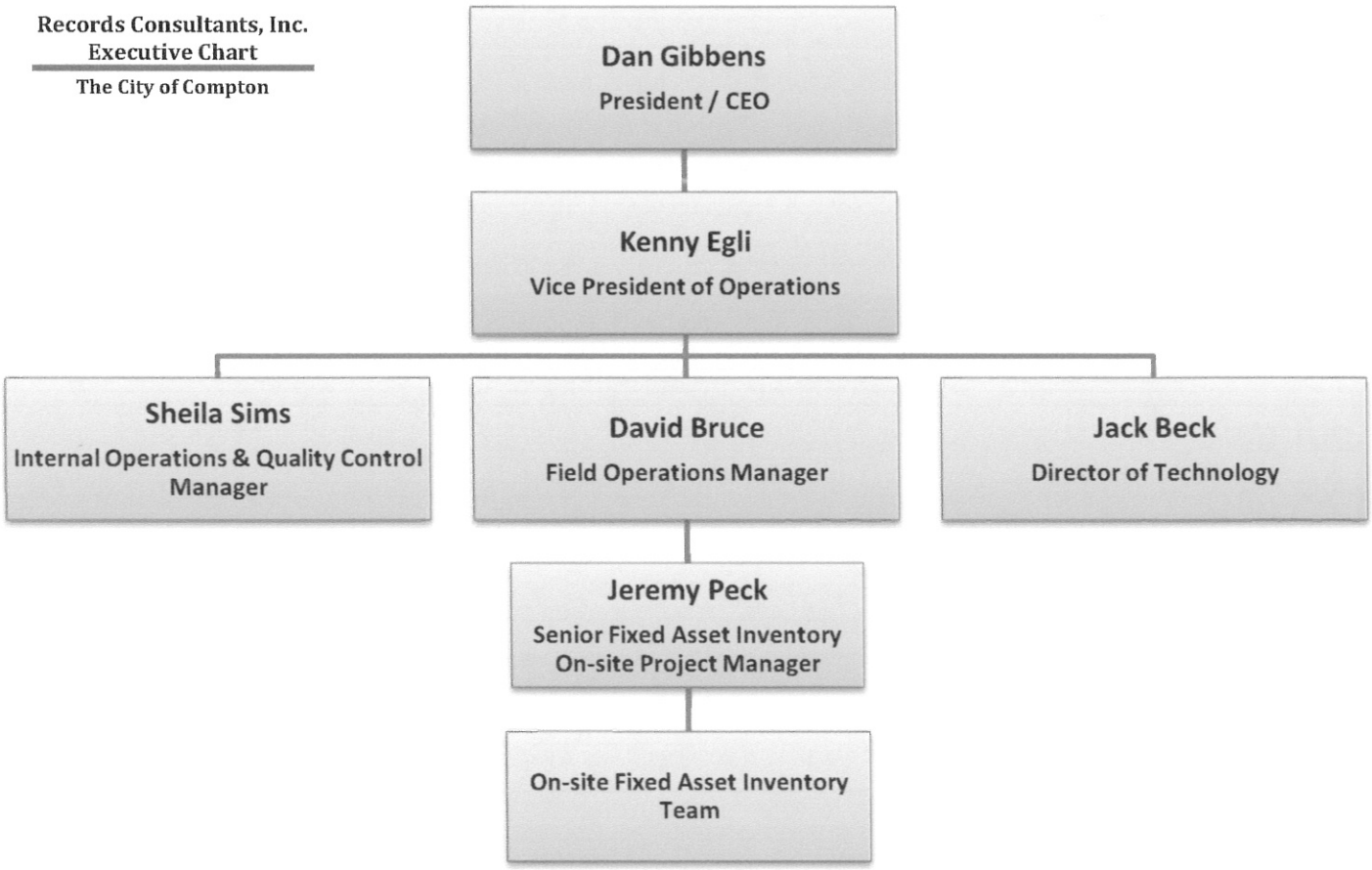
- Location: 2010 W Swain Road, Stockton, CA 95207
- Year(s): 2019, 2017, 2003
- Client Contact & Title: Rebecca Hall, Associate Superintendent of Business Services
- Contact Phone Number: 209-953-8716, rmhall@lusd.net
- Dollar Value of Project: Confidential
- Implementation: 45 days
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 19 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 24,100.

Sonoma Valley USD - California

- Location: 17850 Railroad Ave., Sonoma Valley, CA 94576
- Year(s): 2019, 2013
- Client Contact & Title: Margaret Sheltren, Business Services
- Contact Phone Number: 707-935-4249, msheltren@sonomaschools.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 9 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 13,000. Project included historical cost research of Land, Land Improvements and Buildings.

PROJECT TEAM MEMBERS AND RESUMES

RCI's veteran project team is carefully selected based on their commitment to quality service, knowledge, and extensive experience in inventorying a vast range of properties. ***The team will consist of full-time members located in San Antonio, Texas.*** Key professionals assigned to this project will include our Vice President of Operations, the Field Operations Manager, the Director of Technology, the On-site Senior Project Managers, the Quality Control Manager, and the On-site Inventory Team.



***Team Members are subject to change due to scheduling conflicts.**

RCI ensures that all RCI employees for this project:

- Have passed initial and random drug screening tests
- Have passed criminal background checks and national sex offender registry searches that can be provided upon request. RCI uses a rap-back program for ongoing status updates.
- Have been trained in all applicable confidentiality compliance issues
- Will be uniformed and wear visible ID-badges while on-site
- Face covering will be worn at THE CITY sites in compliance with THE CITY policies

PROJECT TEAM MEMBERS AND RESUMES

Kenny Egli, Vice President of Operations & Project Director kegli@rcitech.com

Relevant Experience: Mr. Egli has been with RCI for ***seven years*** and has been involved in the overall planning, coordination, and management of asset inventory projects for RCI's Internal Operations division, Field Operations division and Document Destruction Services division. He has participated in leading complex strategic initiatives that have enabled him to acquire an intimate knowledge of both business operations and the core techniques. Under his leadership RCI, has provided inventory services from small scale to large complex projects.

Project Role:

- Executive sponsorship and overall leadership for all operational aspects of the inventory project
- Final accountability of proposed services
- Contractual related matters

Jack Beck, Director of Technology jbeck@rcitech.com

Relevant Experience: Mr. Beck is Director of Technology and will be providing technical oversight, as well as technical support and client training for this project. Jack has been with RCI for over ***fourteen years*** and provides technology support and training concerning our FAMP 11.1 software system and any hand-held scanners for all RCI fixed asset management clients. In addition, Jack is uniquely qualified through his vast experience with on-site fixed asset inventory projects in more than 27 states.

Project Role:

- Provide technical support for RCI's Desktop FAMP 11.1 software
- Assist in reconciliation of the physical inventory
- Provide technical support migrating data from the RCI FAMP 11.1 software to the THE CITY finance application

David Bruce, Field Operations Manager dbruce@rcitech.com

Relevant Experience: Mr. Bruce is in charge of all RCI on-site Inventory Teams and will provide team oversight and management for this project. David is an RCI-veteran with vast experience and first-hand knowledge in conducting on-site inventory projects. He has led many fixed asset inventory teams as his tenure at RCI has included the planning, management, and execution of over 500 projects throughout the United States. David has over ***five years*** of experience conducting on-site fixed asset inventory projects and property appraisals for educational institutions and local government entities throughout the United States.

Project Role:

- Provide team management and oversight during the on-site physical inventory
- Assist in coordination, scheduling, and overall project management
- Provide field and client support to ensure project is completed within agreed specifications

Jeremy Peck, Senior On-Site Project Manager & Team Leader jpeck@rcitech.com

Relevant Experience: Mr. Peck will serve as the On-Site Senior Project Manager for this project. Jeremy has been with RCI for over **seven years** and has led similar projects, including those for Montgomery Public Schools. (AL), Garland ISD (TX), Boerne ISD (TX), Wahluke SD (WA) and many others. Jeremy also led projects for Williams Co. (TX) and South Texas College.

Project Role:

- Provide project management during the on-site, physical inventory of all assets included in the scope of the project and ensure all timelines are met
- Coordinate all on-site activity with THE CITY personnel during the on-site inventory
- Ensure all assets are identified, tagged, and all available asset related data is captured
- Communication with THE CITY daily throughout the on-site work stages

Sheila Sims, Internal Operations & Quality Control Manager ssims@rcitech.com

Relevant Experience: Ms. Sims oversees our Internal Operations team and will oversee Quality Control of the final asset data and valuations delivered to THE CITY as well as the FAMP 11.1 software system/database and Excel spreadsheets that will be delivered to THE CITY based on the on-site work performed. She and her staff will also provide on-going client support regarding data collected from the fixed asset inventory project. Sheila has been with RCI for ***twelve years*** and has provided overall quality control and client support for over 1,200 RCI clients nationwide.

Project Role:

- Oversee the production of the asset database to include all data captured during the on-site inventory phase of the project
- Oversee the reconciliation of the physical inventory with data provided by THE CITY
- Oversee acquisition cost research and exchange of asset data between THE CITY and RCI
- Produce and provide final deliverables of the project

APPROACH AND METHODOLOGY

RCI conducts hundreds of inventory projects each year. Our experience and expertise at asset inventory and management allows RCI to bring ***Best Practices*** to our clients enabling them to effectively manage and report on their assets and comply with GASB 34/35 and other state/federal requirements. Our clients often turn to us annually to conduct their physical inventories and reporting because our services are Reliable, Fast and Affordable.

While RCI services are focused to help Local Government Entities across the U.S., we are particularly experienced in serving schools/colleges of all sizes, including numerous clients and projects equal in scope. RCI understands the challenges and circumstances schools face managing and tracking their assets, and our services and project plans are tailored specifically to provide effective and efficient outcomes for our education clients.

PROJECT OVERVIEW

Based on information provided by THE CITY, RCI assumes this fixed asset inventory and historical cost research project will cover 28 buildings and properties across THE CITY to include an estimated 450,000 SQFT. RCI will provide all labor and equipment to conduct a comprehensive and accurate on-site physical inventory and reconciliation of all city fixed assets.

Additionally, RCI is proposing services to provide historical cost research of Land, Land/Building Improvements and Buildings. The data will be gathered, captured, and will be provided along with the fixed asset data and reports.

During the RCI on-site physical inventory project, fixed/capital assets valued at $10,000 or greater will be identified, tagged (if necessary), scanned and all relevant details will be gathered and reported. RCI will ensure all qualifying assets have barcode tags and any new tags required will be supplied by RCI. Capital assets, assets valued at $10,000 or greater and with a useful life of one or more year, will be valued and depreciated for GASB 34 purposes.

RCI will perform the on-site physical inventory using our robust, feature rich FAMP 11.1 software system. This system is specifically designed to facilitate the inventory process, as well as to provide an ongoing tool for tracking assets, and generating reports for asset valuations, dispositions, and depreciation. FAMP 11.1 operates in both a desktop version and a mobile version using Motorola series handheld scanners. The FAMP 11.1 software will be provided at no additional cost.

On-site work will take place on mutually agreed dates and times and the project will not interfere with student instruction. RCI commonly performs projects that occur during regular class hours, and project schedules are built to enter the classroom after students have been released or while the classroom is not otherwise in use. RCI is prepared to work between 7:00AM and 7:00PM and on Saturday, if possible.

Coordination of scheduling and project details will begin immediately after award of contract. RCI requests a minimum of 30 days after coordination to begin on-site project work.

RCI will conduct an on-site pre-planning meeting with THE CITY representatives prior to commencing on-site project work. The meeting will serve to review the overall scope of the project, including all locations to be inventoried, physical inventory procedures, acquisition cost

procedures, database information to be recorded, report formats, and project schedules.

This proposal is built based on our knowledge and experience with similar inventories that included the same class of assets as put forth in this request. The following proposal assumes the work effort and hours to conduct the on-site physical inventory, acquisition cost research, reconciliation, and reporting. The project plan submitted in this proposal meets all the inventory terms set forth in the scope and addenda provided by THE CITY.

As a valuable part of this project, RCI will provide and implement a robust asset management system via our Fixed Asset Management Program (FAMP 11.1) **at no extra cost**. This program was specifically developed to help our local government clients track and report their assets for compliance with GASB 34/35 purposes. The data and reports are customizable and allow for easy export/import to most finance and ERP applications.

SCOPE OF WORK – PHYSICAL ASSET INVENTORY

RCI will conduct a comprehensive and accurate on-site physical inventory of all THE CITY fixed/capital assets with an original purchase value of $10,000 or greater at all THE CITY locations. RCI will identify, tag (where possible) and scan all qualifying items.

RCI will scan and record existing tag information and apply new tags for qualifying items that do not have a tag. Prior to on-site inventory RCI will gather existing asset data from THE CITY for reconciliation purpose.

ROOM/LOCATION TAGGING

RCI will do a complete room-by-room fixed asset inventory of all campus locations. RCI will place a barcode tag at the door for each room inventoried in this project. The tag will be placed in an inconspicuous location, usually inside the door frame. The location information will be recorded, and assets within the room will be assigned to that room and location. RCI will provide room tags for room tagging.

ASSET TAGGING/SCANNING

RCI will consult with THE CITY personnel in the planning stage for specifics about placement and details for items requiring a new tag. RCI recommends tag placement in standardized locations that allow for ease of future rescans, but not interfere with proper operation of equipment. It must be noted that tag placement is not always possible for every item (i.e. blade servers, ceiling mounted projectors, weapons, band instruments, etc.). Additionally, RCI only tags items below 12 feet in height and not above ceiling tiles.

RCI will not inventory items that are currently boxed or packaged.

RCI will verify, capture, and report the following:

a. Asset Tag Number (barcode)
b. Asset Description
c. Manufacturer*
d. Make
e. Model*
f. Serial Number*
g. Site/Campus
h. Building
i. Floor
j. Room
k. Department/Division
l. Acquisition Cost (Actual, Estimated or Replacement)
m. Useful Life
n. Funding Code
o. Acquisition Date
p. Old Tag Number (if applicable)

* To be recorded when available on the individual asset

The recommended barcode tags are white polyvinyl material with a permanent acrylic-based adhesive (optionally, colored tags can be used for Federally Funded assets, etc. – additional fees may apply). The bar code symbology will be Code 39 / Code 128. The tags will be 2" x 0.75" and will be imprinted to include:

- Property of CITY OF COMPTON (or as selected by THE CITY)
- Asset number in bar code form
- Asset number in alphanumeric form (human readable)

RECONCILIATION

Upon completion of the physical inventory, RCI will perform a reconciliation of inventory data compared with the college's existing asset data (if provided). This will result in a detailed database of all THE CITY assets. RCI will provide reports for:

- Matches Found - Assets have identical tag numbers and serial numbers in original data
- Additions – Asset found, but does not exist in provided data/spreadsheets
- Deletions – Asset exists (on data/spreadsheet), but does not physically exist (requires additional follow-up with site representative)

RCI will provide a report to THE CITY that details the process used in the asset inventory, any unusual findings, clarifications, or any other reasonably relevant information THE CITY may need to update its asset inventory.

ACQUISTION COST RESEARCH

During the reconciliation process RCI will reconcile asset values with any acquisition cost and dates provided by THE CITY. When actual purchase or cost data is not available by THE CITY, RCI will assign asset values that will represent estimated replacement cost and useful life of the asset.

To fully comply with reporting and depreciation guidelines, our mutual goal is to report the actual acquisition costs of your fixed assets. When actual acquisition cost cannot be obtained, "replacement cost" will be used for all items for which an acquisition date can be established. Replacement cost is the current average cost for the type of asset. When acquisition date is not available, RCI will work with client staff members to determine the estimated acquisition date. Single-line items representing significant outlays (software, etc.) can be reported as line item entries based on information provided by THE CITY. RCI valuation methodologies will be in compliance with recognized accounting standards of GASB Statements 34/35.

The FAMP 11.1 software depreciates asset values using the straight-line method to ensure that you comply with GASB 34 guidelines. Our software will depreciate each item for the number of years of useful life based on the purchase date, salvage value (if any), and original cost. The software can filter for any desired capitalization level (e.g. $1,500.00, $5,000.00). In addition, the system can filter by category to allow depreciation of specific items, such as, depreciating all maintenance equipment with a value of $2,500.00 or more.

SCOPE OF WORK FOR HISTORICAL COST RESEARCH

The data gathering process for the historical cost research of land, improvements, building and infrastructure can be separated into three distinct segments.

First, we gather and review as many documents as possible. Our goal is to quickly identify assets for which you have actual historical costs and other requested information, and to set aside documents we could use later to establish estimated actual costs (if we do not find actual historical costs). The records we review include land deeds, insurance documents, appraisals, purchase orders, and any other documents you may possess.

Second, we gather and develop additional information using other sources and methods as needed. This includes inspecting structures, measuring buildings and improvements (parking lots, fences, sidewalks, stadiums, playgrounds, etc.) as necessary and interviewing staff personnel.

Third, regarding property for which actual costs are unavailable, we will back-trend existing insurance replacement values or similar values. For those items for which no replacement cost exists, we will perform a valuation. We use the APEX software system for these calculations to determine an estimated actual cost. This approach is acceptable under GASB 34 guidelines.

(Example: A building is known to have been built in 1982 (from the plaque at the entrance), but there are no documents reflecting the actual cost paid. From insurance documents we learn that the replacement value of the building was $100,000.00 as of 1999. Using the APEX software system to back trend the cost to 1982, we develop an estimated actual cost of the building of $64,979.76).

RCI will provide all asset data in our FAMP 11.1 software. The delivered product includes a removable USB-drive containing the populated asset database, accompanied by system loading and operating instructions.

DELIVERABLES

RCI will provide all asset data in our FAMP 11.1 software. The delivered product includes a removable USB-drive containing the populated asset database, accompanied by system loading and operating instructions. This provides the ability to update/replace the information such as serial number, location, model, etc., into the city's current asset system. The final reports will include an original cost, depreciation summary and details report (as required by GASB 34). RCI will provide actual cost, where available, or replacement cost for all assets. In addition, RCI will provide all asset data in flat file (Excel or CSV) for import into most ERP/finance applications.

ASSET MANAGEMENT SYSTEM AND REPORTING

RCI will perform the on-site physical inventory using our robust, feature rich FAMP 11.1 software system. This system is specifically designed to facilitate the inventory process, as well as to provide reporting for asset valuations, dispositions, and depreciation. FAMP 11.1 operates in both a desktop version and a mobile version using Motorola series handheld scanners.

FAMP 11.1 was developed by RCI specifically for local government institutions. The software is a Windows-based network program that uses relational databases for optimal performance. RCI will populate the Fixed Asset Management database for THE CITY using information collected during the on-site portion of the project. The FAMP software includes numerous query and report formats. FAMP 11.1 provides the ability to export and import data via a variety of Windows-based formats (Excel, Text, CSV, etc.).

RCI FAMP 11.1 is an Open Database Compliant (ODBC) data structure. The program is fully networkable and will run on a Windows based server. The program can be password protected from unauthorized users and setup to allow multiple permission levels (user from campus A can access data for campus A, but not campus B). FAMP 11.1 uses Microsoft SQLite to support multiple users without cost to purchase additional SQL licenses. FAMP 11.1 does not require system licensing and allows full access to the system for unlimited number of users. Version updates, if/when available, will be available for purchase, or included for free with next THE CITY physical inventory after a new version release. The minimum system requirements for the FAMP 11.1 are a Pentium–level processor with 500 MHz speed; USB drive; 1 gigabyte RAM (for Windows 7 or later); and 500 megabyte or larger hard drive.

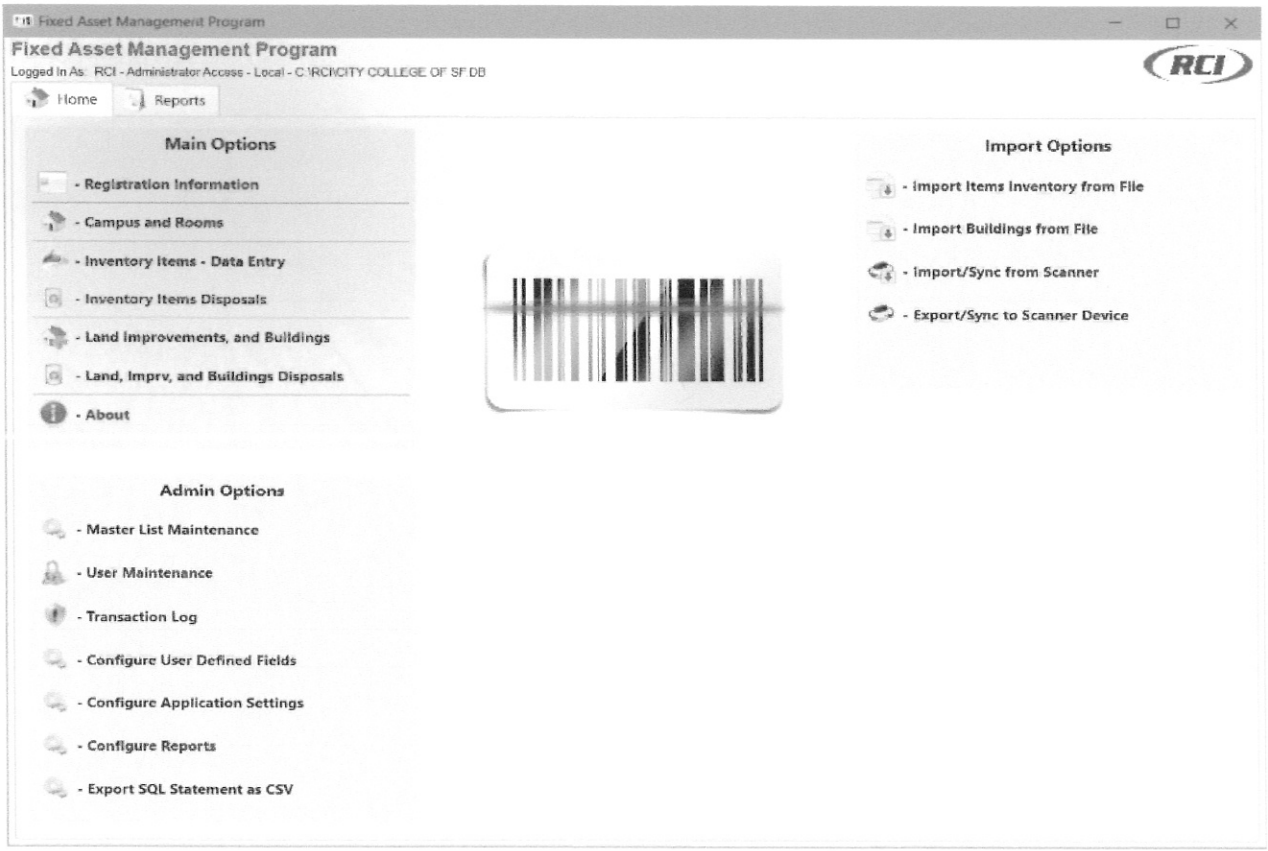
RCI provides the software system so that THE CITY can add, delete, and manipulate asset data allowing tracking and reporting of assets as necessary. Therefore, **THE RCI FIXED ASSET MANAGEMENT PROGRAM SOFTWARE SYSTEM IS PROVIDED AS AN INTEGRAL PART OF THE OVERALL PROJECT AT NO ADDITIONAL CHARGE TO THE CITY.**

The available data input fields for RCI's FAMP 11.1 Software System are:

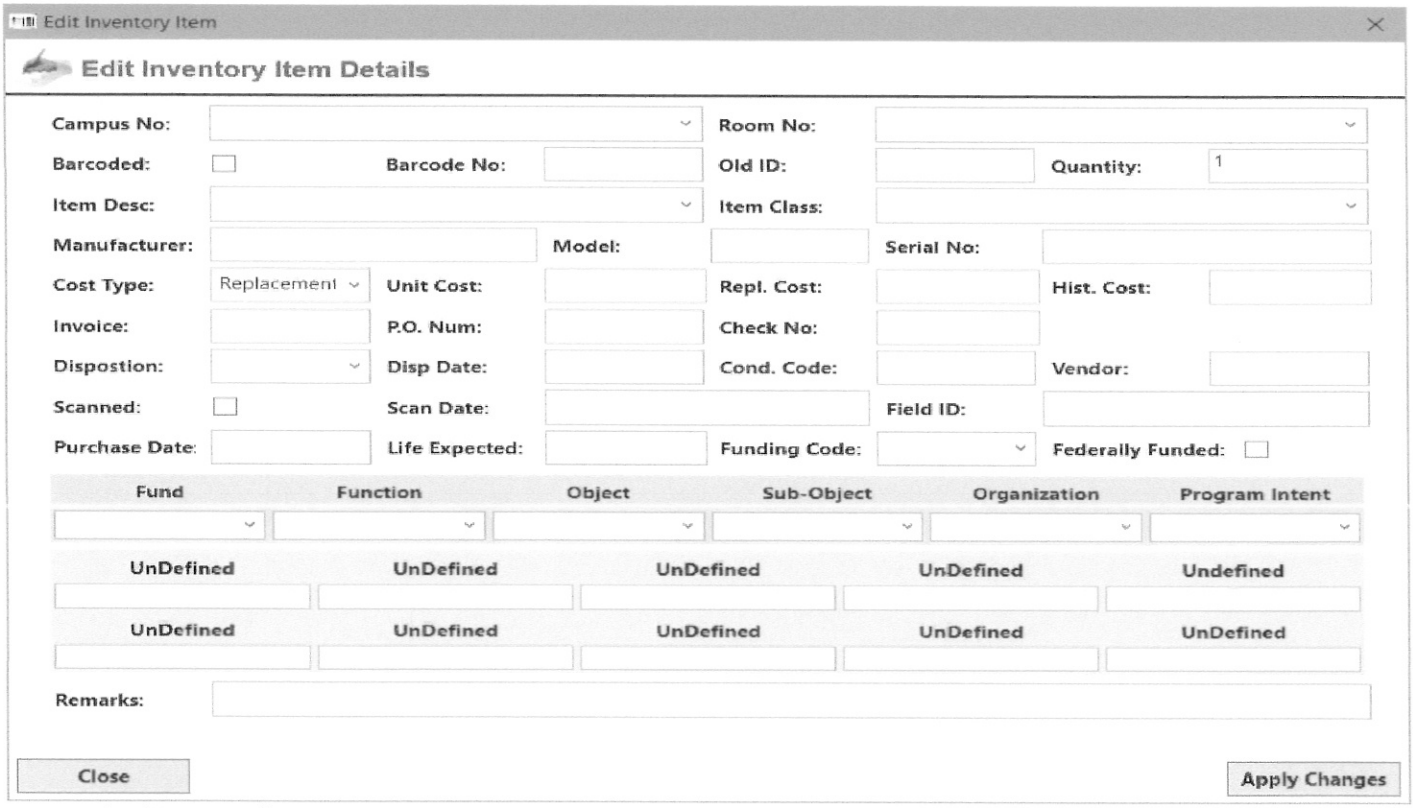
Campus Number	*Depreciation Method*	*Check Number*	*Remarks*
Building Number	*Condition Code*	*Vendor*	*Date Data Modified*
Room Number	*Cost*	*Program Codes*	*Cost-Code-ID*
Item Description	*Item Account Class*	*Funding Code*	*(Actual/Estimated)*
Federally Funded	*Quantity*	*Disposition Method*	*Salvage Value*
Serial Number	*Manufacturer*	*Disposition Date*	*Purchase Date*
Old ID Number	*Model*	*Useful/estimated life*	***10 User-Defined fields***
Bar Code Number	*Invoice Number*	*P.O. Number*	

The RCI FAMP 11.1 software system is also capable of depreciating asset values using the straight-line accounting method with a first month convention to ensure that you comply with GASB 34/35 guidelines. Our software will depreciate each item for the number of years of useful life based on the purchase date, salvage value (if any), and original cost. The software can filter for any desired capitalization level or Funding Source – for **EDGAR tracking and reporting.** In addition, the system can filter by category to allow depreciation of specific items, such as, depreciating all maintenance equipment with a given value – for example, $2,500.00 or more.

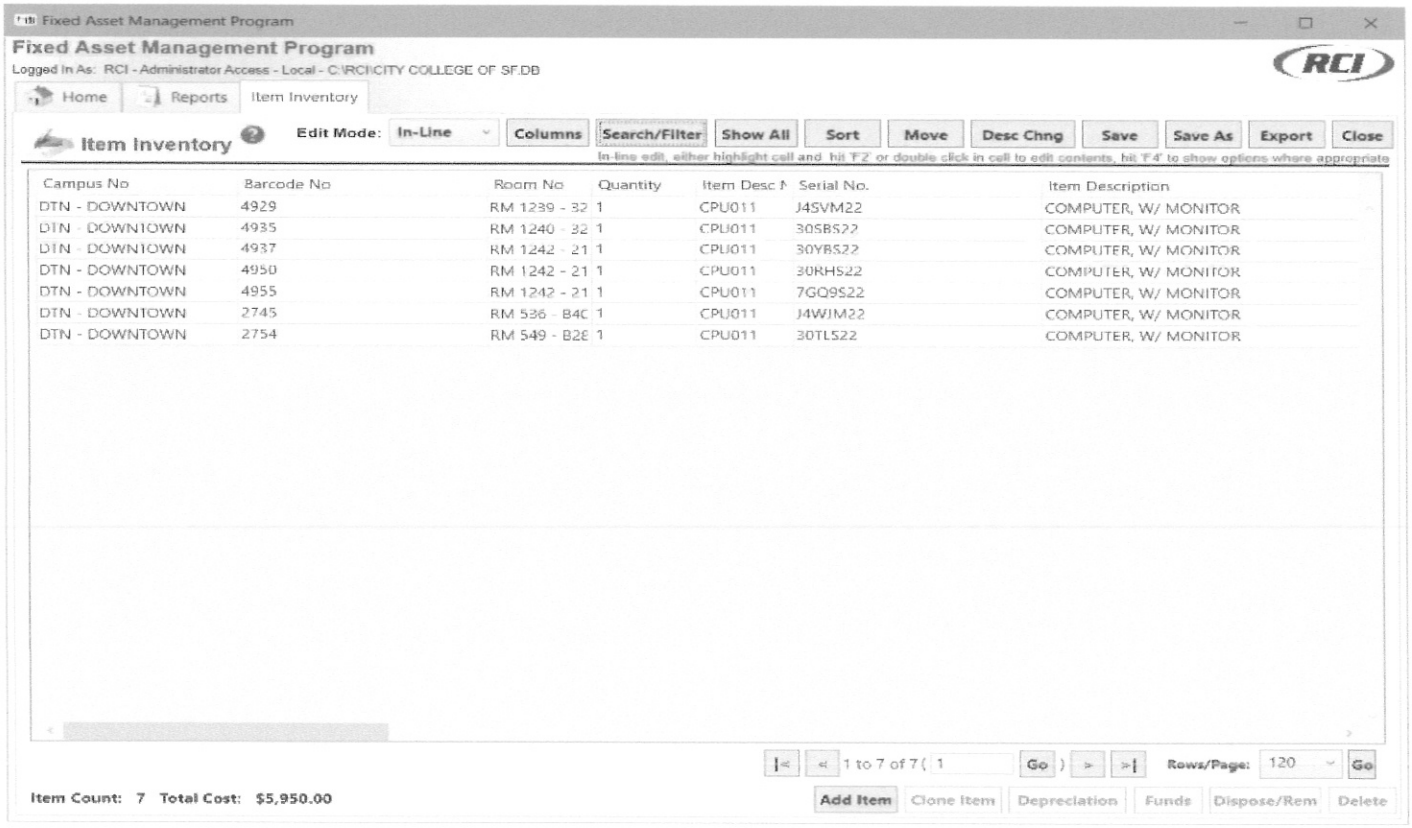
FAMP software allows authorized users to add, delete, and manipulate asset data in several ways utilizing the software console in either a Standard or In-Line mode or from handheld scanners.



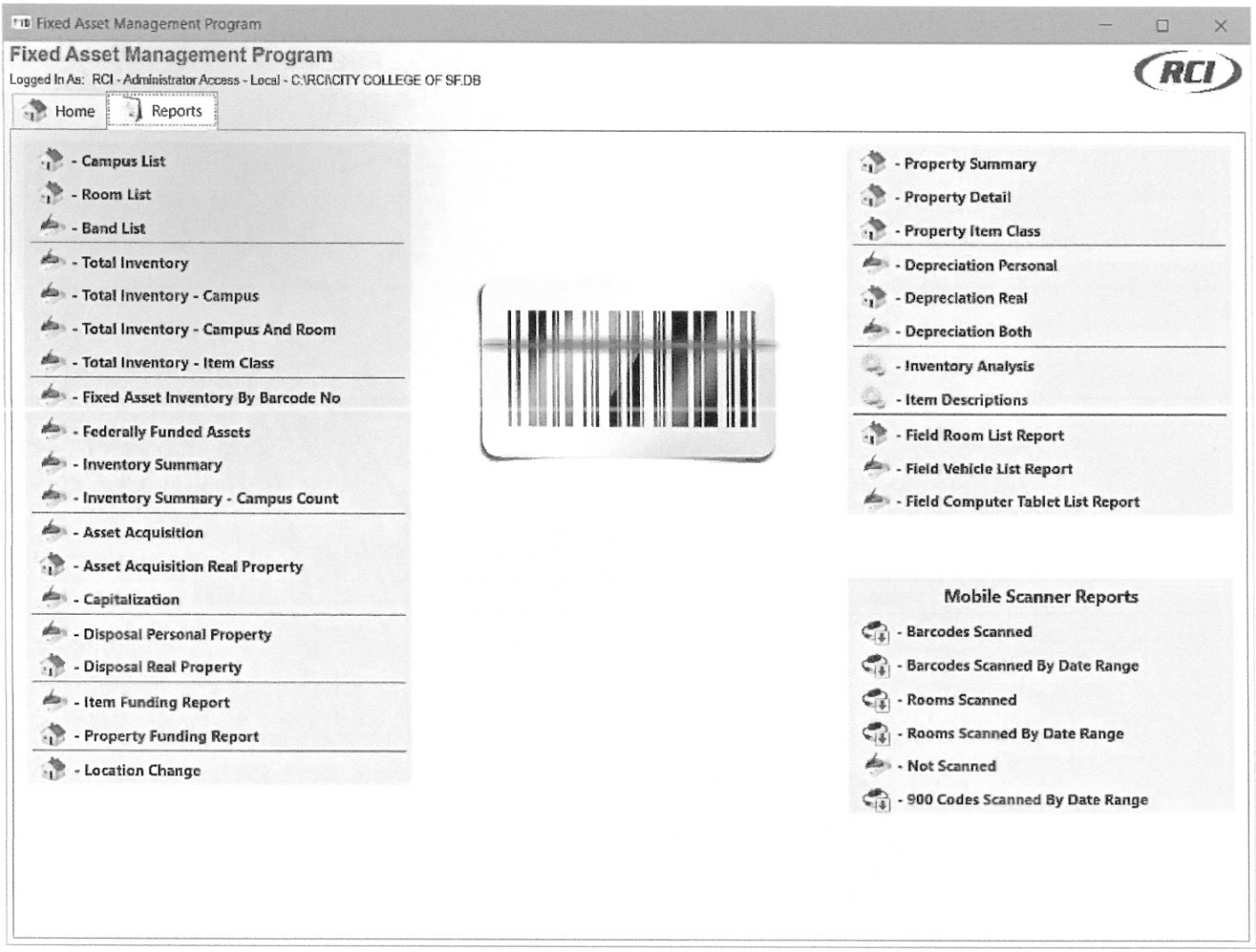
Standard Mode



In-Line Mode



The RCI FAMP 11.1 software system comes with many pre-designed reports, as well as customizable reports.



TIMELINE AND DETAILED DESCRIPTION OF PROJECT STAGES

We anticipate this Asset Inventory effort will require one (1) on-site visit (excluding the pre-planning trip) with the actual physical inventory requiring a team of two (2) experienced inventory specialists on-site at THE CITY facilities for approximately two (2) weeks.

The milestones and durations are as follows:

Expected Award of Contract:	May 31, 2022
Pre-Planning Trip & Coordination:	From award through on-site project start (limited interaction required by THE CITY)
Virtual Pre-Planning Meeting:	2-3 weeks prior to on-site inventory
On-site Physical Inventory:	2 weeks – Mutually agreed dates to commence after August 1st, 2022
Reconciliation and Cost Research:	4 to 5 weeks
Delivery of Data, Reports and Software:	1-5 days

The milestones above are intended to illustrate the effort and approximate duration required to complete and provide final deliverables to THE CITY. Coordination of actual project dates will commence upon award of contract. Upon award, RCI will begin the actual project scheduling. RCI will hold the kickoff meeting within thirty (30) days of contract award. RCI requires thirty (30) days from the mutual agreement to start on-site inventory work. Upon completion of the physical on-site work, RCI will begin data processing, acquisition cost research, and quality control and will deliver final asset data/reports and FAMP 11.1 software within thirty (30) days of completion of on-site physical inventory.

DETAILED DESCRIPTION OF PROJECT STAGES

Pre-Inventory Planning Stage: During this stage of this project, RCI will work with THE CITY staff to plan and prepare for the upcoming on-site physical inventory. Activities include:

Initial Project Coordination – With THE CITY staff, we will review project scope and deliverables, an initial draft of guidelines for inventorying of assets, and an initial draft of the project schedule. RCI will gather location maps, facility schedules and existing asset data.

Pre-Planning Trip – RCI will send senior members of the project team to THE CITY offices. During the meeting, RCI will be introduced to key city staff, and together we will review project scope and deliverables, and gather any remaining information necessary to complete the initial draft of the project schedule.

Development of Physical Inventory Schedule – RCI will complete the development of the initial schedule for the physical inventory and document any additional, specific guidelines inventorying assets.

Physical Inventory: Consistent and frequent communication is the key to success during this stage. The following schedule will be followed for the on-site inventory:

In-Brief – The RCI On-Site Senior Project Manager will review the schedule for the on-site inventory with THE CITY staff. At the meeting, we will address any questions that may have arisen since the pre-planning activities stage and make any necessary adjustments as needed.

Physical Inventory – The RCI Team will then conduct the on-site asset inventory on a wall-to-wall basis of each room in each facility in accordance with the scope and schedule. The RCI Team will arrive at each location, coordinate with THE CITY staff, and complete the inventory in accordance with the procedures outlined below:

Fixed Asset Tagging – If a qualifying asset does not contain a tag, or the tag is damaged or otherwise not readable, RCI will affix a new tag to the item. Any existing tags encountered will be captured as part of the data related to the asset. The RCI Team will record all available information - the description of the asset, asset tag identification number, manufacturer, model number, serial number, and location (room/ building/campus).

- **Room Codes and Other Physical Areas** – In addition to tagging and scanning assets, RCI will assign a unique room code to every room and physical area by placing a barcode on the inside door-jam leading into the room/location. This location code will be captured for each asset inventoried. This unique room number will ensure clarity of identification during future inventories by THE CITY staff personnel or by RCI.

- **Collection of Utilization Data** – Optionally, in conjunction with the physical inventory, RCI can collect information regarding the utilization of each asset to be added to the database. This information can be used, for example, to produce specific reports by funding source. This would be an additional service not currently included in the scope of this project or the price proposed.

- **Daily Communications** – The RCI On-site Senior Project Manager will prepare a report detailing the activity performed the previous day and the schedule for the current day. This report will be provided to THE CITY staff each morning.

- **Out-Brief** – At the end of the physical inventory, the RCI On-site Senior Project Manager will review the accomplishments for the period with THE CITY staff. At the meeting, we will verify that all buildings/locations have been accounted for and to address any concerns that the staff may have prior to our departure.

Data Processing & Quality Control – This stage includes the following activities:

- **Data Processing and Reconciliation** – All the data collected by the RCI On-site Teams will be brought back to our corporate office for data entry, quality review, and formatting. The data

pertaining to the assets will be finalized in our FAMP 11.1 software system and a database will be populated based on the reconciliation of on-site field work and all data supplied by THE CITY. RCI will then extract the raw data to Microsoft Excel and share that data with THE CITY staff for review. We will also prepare preliminary reports detailing assets found, missing assets, and assets by department, by type and by location.

- **Review, Adjustments and Re-Inventory Efforts (if necessary)** – Following review by THE CITY staff, RCI will complete any required adjustments and detail required re-inventory efforts if applicable.

- **Development of Acquisition and Cost Data** – As part of the project, RCI will gather and include in the asset database information related to the date of acquisition, original cost, funding source(s), etc. for each asset. This data is usually maintained in the client accounting and/or purchasing system. If desired, RCI can merge this data with the inventory data. Our process for this is:

  - **Actual Acquisition Costs** are the first choice to establish depreciation of assets, which include machinery and equipment, buildings, building improvements, land and land improvements. To establish depreciation, the historical costs, dates of acquisition, useful lives and salvage values (if any) are required. All readily available information will need to be supplied to RCI in a database in a Windows-importable format (ASCII, QDB, Excel, etc.). The data should be provided "comma delineated" and titled. Multiple data types cannot be contained within the same data field.

  - **Estimated Actual Costs** will be assigned to all items for which an acquisition date can be established, or for which actual historical costs are not found. When specific acquisition dates cannot be established, RCI will require that THE CITY staff assist in determining an estimated purchase date.

  - **Estimated Acquisition Costs** are developed when we are unable to identify actual costs. We estimate original cost utilizing a normal valuation approach which entails estimating a replacement value and assigning to that value the reverse inflation indices based on the asset's classification and date of acquisition.

Final Database/Reports Preparation – In this stage, the RCI Quality Control Manager and Team will review all reports associated with the data collected during the on-site field work, the reconciliation, and any modifications generated from the preliminary reports that were initially provided to THE CITY. This includes verifying calculations related to our research findings based on the data supplied by THE CITY, examining the reports for any ostensible misprints, "spot-check" client supplied data, and confirm the software system is producing reports properly and accurately.

Delivery of Fixed Asset Inventory, RCI FAMP 11.1 Software System and Asset Database – In this final stage of the project, RCI will provide THE CITY with the following:

- **Delivery of RCI Fixed Asset Management Program (FAMP) 11.1** – RCI provides our proprietary FAMP 11.1 software system, ***at no additional charge***, as part of the on-site physical inventory project. Our software program will allow you to track changes to your inventory, as needed. Your staff will be able to accomplish periodic inventories on individual locations, departments, or even by

room. The data collected is uploaded directly into FAMP 11.1, enabling the system to produce a variety of reports.

- **Delivery of Fixed Asset Inventory in Microsoft Excel and Reports** – Data can be provided in Microsoft Excel, accompanied by hardcopy inventory reports if required, for assets by department and location. RCI will also provide technical support for creating extract files suitable for interfacing with THE CITY accounting systems.

COLLABORATION

RCI has in depth experience in having performed hundreds of on-site asset inventory projects each year. We have encountered several obstacles that have the likelihood of impeding the inventory process. In an effort to reduce these potential problems, RCI has listed several action items that can help to alleviate any issues that may arise during the project.

RCI will require *limited* support by THE CITY staff to ensure the inventory project is accomplished:

- ✓ ***Assist*** by having one escort from THE CITY staff available during the actual physical inventory at each location.
- ✓ ***Provide*** appropriate support staff to access locked areas and equipment during the actual physical inventory.
- ✓ ***Notify*** all appropriate THE CITY staff of the physical inventory project so that they are not surprised by the arrival of the RCI Team and are aware that we will need to have access to all areas and assets.
- ✓ ***Supply*** fire escape plans (or other similar floor plans) and unusual asset lists to be included in the inventory at least two weeks prior to the beginning of the on-site portion of the project.
- ✓ ***Participate*** fully in all on-site planning and project coordination meetings.

During the course of this engagement, RCI will:

- ✓ ***Communicate*** with THE CITY staff on inventory process, progress, procedure, and schedule as outlined in the RFP.
- ✓ ***Ensure*** all of RCI's employees:
  - Have passed initial and random drug screening tests
  - Have passed criminal background checks and national sex offender registry searches that can be provided to THE CITY. RCI uses a rap-back program for ongoing status updates.
  - Have been trained in all applicable confidentiality compliance issues
  - Will be uniformed and wear visible ID-badges while on-site
- ✓ ***Provide*** RCI owned equipment (i.e. laptops, scanners, etc.) to use during inventory process and to have the appropriate controls in place to ensure there is no transfer of computer viruses from our equipment to THE CITY owned computer equipment.
- ✓ ***Uphold*** exceptional care and attention to be non-disruptive and to not interfere with student testing or other student activities. RCI recognizes that Personal Items of students, staff and faculty are not included in the physical inventory. RCI will leave the areas as they found them. RCI will not unplug any equipment and will be responsible for repair or replacement of property damaged by RCI during the inventory process.

In addition, RCI is fully committed to Equal Employment Opportunity Commission (EEOC) policies and does not discriminate in practices or employment opportunities on the basis of an individual's race, color, national or ethnic origin, religion, age, sex, gender, sexual orientation, marital status, veteran status, disability, or any other proscribed category set forth in federal or state regulations.

OPTIONAL SERVICES

OPTIONAL TRAINING AND SUPPORT

RCI believes that you should be able to add, delete, and manipulate data related to the city's assets as necessary. The RCI Fixed Asset Management Program (FAMP11.1) software is included in this project for no additional cost.

The delivered product includes a removable USB-drive containing the populated asset database, accompanied by system loading and operating instructions. Optional on-site training for system users and administrators can be provided at the rate of $2,500.00 for one on-site day. Additional days training on the same RCI training trip can be scheduled at the rate of $350.00 per day. The training consists of instruction for both the system operator and any personnel who will perform inventories, should you elect to perform future inventories internally. Training will include use of the software system for data inputs, manipulation, and reporting.

Free telephone technical support is included for the first 60 calendar days following the completed project. Optional ongoing RCI Technical Support is available for a fee of $850.00 per year to retain this customer support for two designated city employees. If after the initial year period, you elect not to use this yearly-billed service, RCI will continue to support you for a fee of $250.00 per incident.

PERIODIC INVENTORY UPDATES

While RCI provides tools for our clients to continue tracking and managing assets, we realize many clients face challenges with staffing and time to effectively manage and track items on an ongoing basis. Therefore, RCI can provide periodic asset inventory updates on an annual basis to include inventory services as cited above. Annual inventory updates are valuable to record changes to asset dispositions, including location changes, disposals, additions, or lost inventory and to comply with GASB and EDGAR requirements. RCI has provided optional pricing for annual inventory update services within the project fees section of this proposal.

COST PROPOSAL – PROJECT FEES

RCI will perform the City-wide Fixed Asset Inventory and Reconciliation as described in the Scope of Work at all The City of Compton locations for a fee of **$ 37,500.00** to include all labor, equipment, and travel. Significant deviations in the number of locations and facilities inventoried in this project may incur additional fees and will be negotiated with The City of Compton in advance of services provided. RCI will require a payment of $ 26,250.00 payable at the end of the on-site phase of this project and the remainder due upon delivery of the FAMP software (including all inventory data). Terms, net 10 days.

Items included are:	Fees
City-wide Fixed Asset Inventory & Reconciliation of fixed assets valued at $10,000 or greater and Historical Cost Research of Land, Improvements, and Buildings	**$37,500.00**
Fixed Asset Management Program (FAMP 11.1 Software)	No Fee Applied

Optional Items and Fees:

[ ] On-site training @ a rate of $2,500.00 for the first full day and $350.00 for each additional day desired on the same trip

[ ] Annual Customer Technical Support at $850.00 per year

Check optional services if desired.

Payment Schedule:	
Due upon completion of on-site inventory phase	$26,250.00
Balance due upon completion of project (excluding optional training/support)	$11,250.00

Name_____ Title_____

Signature_____ Date_____

Phone Number_____ Fax Number_____

Email_____ Purchase Order #_____

LIABILITY INSURANCE COVERAGE CERTIFICATE

The following document is proof of RCI Liability Insurance coverage.

CERTIFICATE OF LIABILITY INSURANCE DATE(MM/DD/YYYY) 08/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BELKEN INSURANCE ASSOCIATES 8626 Tesoro Dr Ste 310 San Antonio, TX 78217	CONTACT NAME: Becki Rawlings, CIC PHONE (A/C, No, Ext): (210) 493-8030x208 FAX (A/C, No): (210) 493-9775 E-MAIL ADDRESS: becki@belkenins.com
INSURED Ranger Shredding Records Consultants Inc; RCI Tech 12829 Wetmore Road SAN ANTONIO, TX 78247	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ALLIED PROPERTY & CASUALTY — 42579 INSURER B: TEXAS MUTUAL INSURANCE COMPANY — 22945 INSURER C: ACE Fire Underwriters Ins Co — 20702 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER			ACPBPOC7261929092	8/18/21	8/18/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X Rented X Leased	Y	Y	ACPBAPC7261929092 HIRED PHYS DAMG	8/18/21	8/18/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ACPCAD7261929092 "Follow Form"	8/18/21	8/18/22	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001195806 BLANKET WAIVER	8/18/21	8/18/22	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	CLAIMS MADE FORM PROFESSIONAL LIABIL. RETRO DATES =VARIOUS	Y	Y	CLAIMS MADE FORM EONTXF113530094 BLANKET ADDL INSD	8/18/21	8/18/22	$2,000,000 = $2,000,000 = $15,000 =	Each Claim Pol. Aggr. Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REGARDING NEW LOCATION OF: 236 E. PIMA, SUITE #107, PHOENIX, AZ 85004.

CERTIFICATE HOLDER
INSURANCE PURPOSES ONLY
INFORMATIONAL COPY

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RECORDS CONSULTANTS, INC.

2 Business name/disregarded entity name, if different from above
RCI TECHNOLOGIES, INC. / RANGER SHREDDING

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12829 WETMORE ROAD

6 City, state, and ZIP code
SAN ANTONIO, TEXAS 78247

7 List account number(s) here (optional)

Requester's name and address (optional)
CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
7 4 – 2 6 7 3 0 5 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Ed Brandes Date ▶ MAY 15, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

APPENDIX A

SUMMARY OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF CITY OF COMPTON

Standard quote for the Services as described under "**Scope of work to be performed**" section of the request for proposals.

	Total Hours	Hourly Rate US $	Amount US $
Partners Managers Supervisory Staff Staff Other (specify)			
Subtotal	FIXED FEE BID		
Out-of-Pocket Expenses: Transportation Other (specify)	INCLUDED IN TOTAL		
Subtotal Out-of-Pocket Expenses			
Total All-Inclusive Maximum Price for the Audit Service	FIXED FEE BID		37,500.00

Note: The above quotes represent the total all-inclusive maximum prices for the services for the respective years. The Proposer warrants that all costs have been considered and included in the above quotes.

APPENDIX B - NON-COLLUSION DECLARATION

This declaration is submitted with a proposal to the City of Compton. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Compton, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Compton (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

MAY 15, 2022, SAN ANTONIO, TX — CHRIS CORYELL

(Date and Place) — Signature

RECORDS CONSULTANTS, INC.

Name of Proposer

APPENDIX C

PROPOSER WARRANTIES

A. Proposer warrants that it will obtain an Errors and Omissions insurance policy providing a prudent amount of coverage for willful or negligent acts or omissions of any officers, employees, or agents thereof.

B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Compton.

C. Proposer warrants that all information provided in connection with this proposal is true and accurate.

Signature of Official Chris Coryell

Typed Name CHRIS CORYELL - VICE PRESIDENT OF SALES

Firm Name RECORDS CONSULTANTS, INC.

Date MAY 15, 2022

City of Compton RFP Fixed Asset Valuation & Physical Inventory Services



Request for Proposal Fixed Asset Valuation

Ms. Jocelyn Logan
City of Compton CA
Deputy City Controller
310.605.5584
jlogan@comptoncity.org

Proposal Due Date and Time
May 19th, 2022, 4:00 PM PST
Original plus (4) copies of Proposal

Table of Contents:

The following sections are intended to clearly respond to all requests and requirements for: Request for Proposal for Professional Services City of Compton Capital Assets Physical Inventory Consultant Services along with all file attachments, hereby acknowledged.

The Proposal Outlines the Following:

A. Transmittal Letter
B. Company Description, Capability and Experience
C. Qualifications
D. Technical Approach
E. Project Team Outline
F. References
G. Cost Commitment
H. Conclusion
I. RFP Required Docs – Guarantees & Warranties

HCA
ASSET MANAGEMENT

A. Transmittal Letter

RE: City of Compton Fixed Assets Valuation & Physical Inventory Services,

The City of Compton (hereafter "City") is seeking to engage a qualified fixed asset management consulting firm, Like HCA Asset Management LLC (hereafter "HCA"), to perform a Citywide "baseline" physical inventory/audit reconciliation, tagging and valuation, of qualifying City owned assets. HCA designed services will provide accounting, historical cost valuation, financial reconciliation, financial reporting, and audit support for assets meeting the city's capitalization policies. At the conclusion of the engagement HCA will provide certification of engagement results and an observation letter of challenges encountered, along with best practice solutions, for prospective asset accounting, cycle count inventories, and financial reporting.

HCA understands that The City of Compton has a responsibility to maintain accurate and complete capital asset records to ensure accurate financial reporting to external reporting agencies and the public. This is to acknowledge our understanding of capital asset accounting requirements supporting GASB Statement 34, OMB A-21 & A-110, F&A Indirect Cost Recovery, Generally Accepted Accounting Principles (GAAP), and Government Accounting Auditing and Financial Reporting (GAAFR) and our ability and experience to provide the required services. Our inventory methodology supports GAAP, GAAFR, A-133, (now under the Uniform Guidance UG umbrella) audit standards. **HCA is prepared to support The City and our engagement results upon State, Independent and Federal audit.**

On behalf of HCA Asset Management LLC, I will act as the City of Compton California engagement contact manager. With over 29 years of experience in providing inventory and valuation services to State and Local Government(s), the Higher Education, Healthcare and Hospital Communities, it is my pleasure to work with and support The City in this important initiative. Please do not hesitate to contact me if we can provide further insight regarding the services proposed. On behalf of HCA, I am fully authorized to negotiate contracts with our clients. My contact information is as follows:

HCA Asset Management

Gregory P. Sheahan
President
5214 4th Ave Circle East
Bradenton Fl. 34208
941.544.2369 direct 941.752.6330 office
gsheahan@hcamgt.com

**** We welcome and look forward to the opportunity to be of service to the City of Compton ****

B. Company Description, Capability, and Experience

HCA is a national full-service appraisal firm that specializes in providing asset inventory and valuation services to the public sector. HCA was established in 1985 with the primary focus on providing Building Component and Fixed Asset studies supporting Inventory Control, Financial and Federal cost reimbursement reporting, and accounting requirements. Since that time, our full time highly qualified team of professionals has increased in size and scope to provide asset valuation services to Federal, State and Local Governments, Public and Private School Systems, Colleges and Universities, Hospitals and Extended Care Facilities, Not for Profit Organizations, and the Hospitality and Insurance Industries. HCA possesses the financial stability and proven track record to assist your program today – and for many years to come. In 2022, we are celebrating 37 years of continuous service to our clients.

Our experience working with Federal, State and Local Governments for the purpose of supporting Inventory Control, Financial and Federal Fixed Asset reporting requirements is second to none. Since our inception, we have assembled a team of valuation consultants with unparalleled experience in providing financial cost segregation (componentization), property and infrastructure valuation and appraisal conclusions and fixed and moveable equipment asset management services. With our extensive project management experience, we have the knowledge and expertise to establish consistent, reliable inventory and valuation conclusions. ***We are driven by a commitment to building and maintaining long-term relationships rather than short-term profits, and our clients will attest to this very basic fact.***

Our professional services include the development and review of fixed asset policies and procedures, inventory and valuation of land, infrastructure, buildings, movable equipment, and the implementation of bar code equipment inventory systems, equipment re-verification studies and outsourcing of the property management function. Our engagement results are provided in a ***"format that will interface"*** with client supported fixed asset systems. HCA is a service-oriented business, dedicated to providing competitive quality solutions, and on time delivery of our engagement results. The HCA capital asset management services assist our clients with external audit requirements, financial and Federal reporting, and accountability and control of fixed assets. ***Our commitment to every client is complete satisfaction, from start to finish.***

Our comprehensive capital asset management services include:

- Development and best practices assessment of asset management policies & procedures
- Review of accounting/asset management systems
- GASB 34, FASB and OMB A-21 (now uniform Guidance) capital asset consulting
- Compliance with OMB A-87, and A-133 Audit and Federal Cost Principals for State & Local Governments.
- OMB A-21 step down cost allocation services supporting our building component and movable equipment engagement results.
- Comprehensive asset inventory; Land, Infrastructure, Buildings, Movable Equipment

- Space inventories/measurements, room use and data collection (i.e., building number, building description, room number, gross/assignable square foot, department (org), assignment of room type (HEGIS CODE) and Principal Investigator/Primary Occupant (PI) etc. to support F&A reporting
- Optimizing F&A rate calculations on capital equipment depreciation by allocation on room-to-room equipment match.
- Building Component Studies/Capital Cost Allocations supporting maximum Federal cost recovery benefits.
- RFID and Barcode tagging/use of optical Bluetooth scanners/re-verification studies
- Annual updating service (including on-site re-inventories and database outsourcing services)
- Calculation of depreciation supporting Financial & Federal reporting requirements
- Reports provided to meet financial reporting and insurance requirements
- Interface engagement results with Client supported fixed asset systems
- Contractor self-assessment services that address the requirements of Federal Acquisition Regulation (FAR) 52.245-1
- KEPR Software and fixed asset systems integration
- Valuation conclusions on assets for insurance placement purpose of Replacement Cost New (RCN) under the appropriate premise of Fair Market Value (FMV)

A few things you should know about our firm:

- ☐ We deliver what clients need/want, when we agree to do so – missed delivery dates are unacceptable, both to you and HCA.
- ☐ We deliver only the highest quality product, after it has been thoroughly reviewed by Senior Management – we do things *once* and understand that your satisfaction is paramount to our continued success.
- ☐ We are *not* the largest valuation firm in the industry… and our clients enjoy the many benefits of this focus – our goals do not include "top line" growth, but rather the emphasis is placed on long-term relationships, one client at a time. **Multiyear update agreements are a staple for our firm**, as evidenced by our client list and past project experience.
- ☐ We are able to succeed with our "service first" approach due, in part, to the technology employed by us and effective use of software databases. We provide an optimum degree of client customization through the use of our proprietary "real time" data capture program, HITS and Microsoft Access database as well as Microsoft Excel spreadsheets. Using these popular programs allows us to import/export data into any system our clients work with.
- ☐ Through our depth of experience, HCA has worked with many different government entities, counties, insurance groups, hospitals, and higher education institutes with project requirements identical in scope to those proposed by The City of Compton.

C. Qualifications

HCA offers unparalleled comparable project experience when measured against the City's requested services. With over 150 years of combined management experience, we have the knowledge and expertise to establish consistent, reliable inventory and valuation conclusions. Our senior staff includes members of the American Society of Appraisers (ASA), Project Management Professional Accreditation (PMP), (MBA) and Engineering (PE) with backgrounds in accounting, engineering, construction management and finance/economics. We are affiliated with and support NACUBO, FRA, NCURA, NECA, SECA, NACCA, WECA, NPMA, AACC and many other regional and local business organizations.

HCA prides itself on having attracted and retained some of the most skilled and experienced staff in the public-sector inventory, valuation & appraisal industry. We tackle assignments with a "one client at a time" approach, unique in a field where many firms focus on top-line (revenue) targets, and short-term growth. Our team has taken the opposite approach, focusing on delivering a quality report, on time and for a fair fee – one commensurate with our skill sets. Our staff has many years working with HCA and fully trained for this type of work, you will never find personnel who are *un*qualified on ***any*** of our engagements.

HCA is a unique firm offering clients a national presence and capabilities, without losing that "small company" feel so often associated with the highest level of customer satisfaction. Although there are larger consulting practices, we feel we are appropriately sized to satisfy our clients. With the HCA Asset Management, focused approach, every client is important, regardless of project size or fee. HCA will coordinate the logistics of this engagement from its ***Western Region Office*** with additional resources, as needed, from its Corporate Office. HCA Asset Management LLC., 13292 Alexis Drive, Kamas Utah 84036. HCA Asset Management is registered to do business in the State of California and over the last 5-years has/continues to perform capital asset inventory, tagging, valuation and appraisal projects, identical in scope to the services requested by the City of Compton, for hundreds of clients across the country and in the state of California. A partial client listing is included on the following page.

HCA INVENTORY/AUDIT/VALUATION CLIENTS (Partial Listing)

City of Lake Forest CA
University of California Los Angeles
Dekalb County GA
League of Raleigh NC
City of Sarasota Florida
City of Flagstaff Arizona
California Institute of Technology (CIT)
City of Opa-locka FL
Edina County Minnesota
City of Brian Texas
City of St Clairsville Ohio
City of Oxnard CA
City of Palmetto Florida
Emory University
Monroe County Ohio
Hillsborough County FL
University of Wisconsin
Broward County FL
Northwestern University
Pennsylvania State University

City of Newport Milwaukee	Yale University
Saint Joseph's University	SUNY Downstate Medical Ctr.
SUNY Stony Brook	SUNY University at Buffalo
Met Council Minnesota	Columbia University
SOC Community College District CA	Ohio State University
University of California San Diego	Clark County, Las Vegas
University of Chicago	Brandies University
University of Iowa	U of Iowa – Hospital & Clinics
Rutgers University	University of Kansas
San Diego Metropolitan Transit System	University of North Carolina
University of Pennsylvania	City of Johnstown OH
University of Southern California	University of Tennessee
City of Niles OH	Wake Forest University
Weill Cornell Medical College	Manassas Park City Schools
Minnesota LMCIT	City of Lake Wales FL
Virginia Municipal League	Kentucky League of Cities
League of Minnesota Cities	NCLM Members
Kansas Counties Association	League of Raleigh NC
Ascension Health Care Systems	Boston University
University of Michigan	University of Arizona
Utah – UCIP	Harris Health System TX
Broward County, Florida	Haywood Health System NC
City of Santa Clara HHS CA	Cal State Maritime CA

HCA offers unparalleled comparable project experience when measured against the City's requested services. ***All 28 Plus HCA staff are full-time, permanent staff members whose value to you will be quickly demonstrated by their complete understanding of the research equipment, space, and engagement scope and their commitment to providing quality results.*** HCA Project Team have worked on numerous related engagements supporting specifications identical to that requested by The City. This experience, coupled with our consulting expertise, will provide The City with the professional services needed to achieve a successful seamless conclusion to this project.

D. Technical Approach

HCA understands that the City's recent independent audit revealed that records of assets in the City's financial system, contain inconsistent and incomplete records. A comprehensive "baseline" inventory/audit, reconciliation and valuation needs to be completed to support the records of assets used for financial reporting and to provide a reliable basis for the City's independent Auditors to remove its current modified audit opinion relating to the City's capital asset records.

The service HCA proposes is designed to provide a "baseline" fixed asset inventory, valuation and data base reconciliation of all fixed asset costs accounted for in the city asset register. In addition, the inventory results will provide a "crosswalk" between current asset numbers found in the field (if any) to the new barcode asset numbers applied & recorded during this inventory and a cost accounting valuation and

financial reconciliation for qualifying City assets, currently not contained in the City asset register. The records and reports will enable The City to achieve compliance with all their required accountability, accounting, auditing, and oversight bodies.

All onsite fieldwork begins with a comprehensive kick-off meeting with our clients. We believe the most important elements to successfully completing your inventory and appraisal project(s) are adequate communication and proper planning. Once contacts have been established at all locations and adequate notification has been sent regarding the purpose of our project, HCA staff will conduct the physical inventory process. This effort will involve a room-by-room, site-by-site, area-by-area inspection to record all assets subject to this engagement – with secure escort provided by the city to ensure HCA staff safety.

All assets included in the project will be recorded and classified in a consistent manner. For assets that are identified by HCA that cannot be matched to available records, the following describes the methods we will employ to create an appraised original cost. This methodology is consistent with Uniform Guidance (UG) policy, and has produced acceptable results upon review of our reports. During the course of the inventory and subsequent valuation research, our staff will make a determination of the date of acquisition and Historical Cost, defined as follows:

> **Historical Cost** - The actual or normal/estimated cost of property in accordance with market prices as of the date the property was first constructed or originally installed.

HCA staff will establish the Historical Cost by using Direct, Standard or Normal Costing methods, described as follows:

> **Direct Costing** – Under this approach, HCA will directly match an inventoried asset to actual historical cost records, tying back the cost and date of acquisition. This approach is common for the more material and more recently acquired assets.
>
> **Standard Costing** – This approach can be employed when the actual historical cost for an asset cannot readily be determined (i.e. Direct Cost). A standard cost is an estimated historical cost based on a widely known average installed cost for a similar asset at the same period of acquisition. The asset's age is estimated based on the observed condition; the manufacturer, model, serial #; and other factors deemed relevant.
>
> **Normal Costing** – Where the preceding techniques cannot be employed to derive historical cost, we will estimate cost based on a present cost of replacement, indexed by a reciprocal factor of the price increase from the estimated date acquired to the appraisal date. GASB Statement Number 34 (¶158) says "There are a number of price-level indexes that may be used, both private- and public-sector, to remove the effects of price-level changes from current prices." HCA has developed a series of trend factors based on the detailed US Government Producer Price Index, HCA proprietary databases, appraisal periodicals, and updates this set of factors annually.

All assets including infrastructure items will be recorded in general "classes", or categories, and assigned an estimated useful life supporting the City's asset classifications and useful life guidelines. A table of the coding structure and descriptions will be developed and included with the final report. Fixed asset classes will be recorded, valued, and classified in a reasonable, consistent manner.

The assigned useful life will be used as a basis for calculating depreciation, and is defined as follows:

> **Estimated Useful Life** – The estimated number of periods (usually years or months) that an asset will be able to be used in the service of its intended purpose. In general, assets should have a useful life of greater than one year if they are to be capitalized.

Note: Where readily available, our staff will utilize existing (direct) cost and date information, obtained from existing City's GIS, fixed asset, and cost accounting records.

STRATEGIES TO MEET THE CITY'S GOALS

HCA prides itself in the proven methodology, procedures and the level of detail that is taken by our staff to support an audit trail that will be acceptable to The City staff, management and your state, independent and federal auditors/negotiators. The "tribunal" knowledge and experience of City team members will be utilized by HCA throughout the inventory process. This interaction between HCA and key Stakeholders will ensure total project continuity and stewardship once our staff has completed our work.

PRE-FIELDWORK PREPERATION

Prior to our site visit, our project manager will:

- Review and confirm the scope and timing of the services to be provided with The City's designated Project Manager.

- Coordinate barcode tag purchase in advance of physical on-site inventories to ensure sufficient tag stock is available prior to HCA staff arrival.

- Request electronic copies of all file and field layout documentation that will be used to support the engagement; The City's fixed asset and electronic space files (if available) and related accounting information etc.

- Coordinate project schedules and address any potential location accessibility limitations. Meet with The City's point of contact to determine best timing for inventory. Ensure city escort contacts are available and ready ***PRIOR*** to HCA staff arrival on-site, to ensure staff safety.

- Request any necessary client supplied data (e.g. accounting information, coding structures and definitions etc…), confirm with The City's staff representative(s) data collection information meets all required fields and field formats for successful upload into The City' fixed asset system.

- Confirm individual building, site and department contacts telephone numbers and email addresses.

ONSITE FIELDWORK – INVENTORY/DATA COLLECTION

Once contacts have been established at all locations and adequate notification has been sent regarding the purpose of our project, HCA staff will conduct the physical inventory, tagging and reconciliation process. This effort will involve a site-by-site, room-by-room inspection to record and tag all assets subject to the engagement. Throughout all phases of the engagement, HCA Staff will be respectful of City staff. HCA staff will leave areas as they found them, will not unplug any equipment and will be responsible and concise during the physical inventory.

As the assets are inventoried and tagged, HCA will scan/record all equipment using HCA supplied Bluetooth optical scanners, tablets, and HCA's proprietary "KĒPR" asset inventory capture software. The Kēpr software – pronounced keeper (https://kepr.com/) allows us the ability to correct and capture missing pertinent data elements while in the field, standing in front of the item (i.e. description, serial #, model, manufacturer, location at the room level, etc.) and reconcile assets at the same time, thus greatly limiting City staff time and involvement. KĒPR will also provide HCA staff the ability to scan and search assets by location, department, serial numbers, description, etc. All data can be synced live with internet connection at various stages of the day to provide up to the minute accurate data. The inventory data captured is reviewed and matched against the ENTIRE City fixed asset database, providing the ability to identify matched assets, matched assets identified in different locations, items identified that match the city capital asset definition and to provide the inventory exception reports needed to support the inventory reconciliation requirements.

HCA will conduct a follow-up secondary phase, final reconciliation, which includes HCA reconciling the capital assets not located during phase one walk-through inventories. Assets not located during phase one may be due to reasons such as space inaccessible, stored out of sight, currently off-site, no way to identify unique identifier such as serial number, no tag, no serial number match, etc. The items not accounted for will be researched and identified immediately after initial inventories. We then set up meetings with the departments to physically verify and tag assets they were able to locate. This approach allows HCA to verify assets that have moved locations without returning to spaces multiple times with multiple departments. This will also minimize tying up City staff resources to verify assets.

As our client's will attest to, the challenging portion of this engagement is not necessarily the data collection and fixed asset tagging/inventory itself, although sizeable, but the reconciliation is by far the critical component to the successful completion and acceptance of the final reports and results. HCA prides itself in the proven methodology, procedures and the level of detail that is taken by our staff to

support an audit trail that will be acceptable to the City and your state, independent and Federal auditors. ***It is not uncommon to see Firms with less experience in this area to not properly anticipate the time and therefore the costs associated with this extremely important effort. When you contact our clients and references of others, we recommend that you specifically address the qualifications of Firms in this area. Completing this effort right the first time can eliminate added cost and time to resolve post engagement issues. We work closely with the Institutions departments, and management staff to provide reports and recommendations that guarantee success.***

HCA will provide all required report formats for the city's accounting initiatives. The following are representative samples which can easily be modified in the planning stage of our assignment to meet your specific desires:

Sample Accounting Summary Report

2/18/20XX — **CITY OF SAMPLE** — Page 1

Account Summary

Fiscal Year Ending: 12/31/20XX

Account Code	Account Description	# of Assets	Original Cost	Accumulated Depreciation	Book Value
10	Land Parcels	52	$545,391.21	$0.00	$545,391.21
20	Outdoor Improvements	12	$203,678.53	$102,627.46	$101,051.06
30	Buildings	46	$3,862,592.49	$1,313,352.17	$2,549,240.31
40	Infrastructure	90	$7,492,506.34	$4,115,393.56	$3,377,112.78
50	Machinery & Equipment	62	$2,791,842.57	$2,095,820.68	$696,021.89
60	Licensed Vehicles	29	$1,130,612.30	$845,235.90	$285,376.40
	REPORT TOTALS:	291	$16,026,623.43	$8,472,429.78	$7,554,193.65

Sample Accounting Detail Report

2/16/20XX — **CITY OF SAMPLE** — Page 11

Accounting Detail Report - Organizational

Fiscal Year Ending: 12/31/20XX

ACTIVITY: 01 GOVERNMENTAL
PROGRAM: 874 FIRE DEPARTMENT
DEPARTMENT: 874 FIRE DEPARTMENT

	Asset ID	Class	Qty	Description: Manufacturer	Model	S/N	Acq. Date	Life	Original Cost	Accumulated Depreciation	Book Value
ACCOUNT: 30 Buildings											
	BA0047	300	1	FIRE STATION			1/1/1976	50	$184,011.67	$96,054.09	$87,957.58
				ACCOUNT TOTALS:			Asset Count: 1		$184,011.67	$96,054.09	$87,957.58
ACCOUNT: 50 Machinery & Equipment											
	BA0048	520	1	SET, BULLARD CAMERA HEIMAN			3/24/2004	12	$10,285.00	$714.24	$9,570.76
				ACCOUNT TOTALS:			Asset Count: 1		$10,285.00	$714.24	$9,570.76
ACCOUNT: 60 Licensed Vehicles											
	BA0049	600	1	VAN FORD	ECONOLINE	2158	1/1/1987	8	$21,426.25	$21,426.25	$0.00
	BA0050	602	1	FIRE TRUCK CHEVROLET	FIRE	TBD	1/1/1932	10	$10,083.41	$10,083.41	$0.00
	BA0051	602	1	FIRE TRUCK CHEVROLET	1 TON, 300 GALLO	1841	1/1/1988	10	$44,645.49	$44,645.49	$0.00
	BA0052	602	1	FIRE TRUCK GMC	FIRE TRUCK	2124	1/1/1991	10	$102,363.37	$102,363.37	$0.00
	BA0053	602	1	FIRE TRUCK INTERNATIONAL	TANKER	5660	1/1/1976	10	$22,623.41	$22,623.41	$0.00
	BA0054	602	1	FIRE TRUCK IHC	4400	9313	1/1/2002	10	$176,000.00	$52,800.00	$123,200.00
				ACCOUNT TOTALS:			Asset Count: 6		$377,141.94	$253,941.94	$123,200.00
				DEPARTMENT TOTALS:			Asset Count: 8		$571,438.62	$350,710.27	$220,728.34
				PROGRAM TOTALS:			Asset Count: 8		$571,438.62	$350,710.27	$220,728.34

Sample Insurance Report (ONLY if Option 2 is selected)

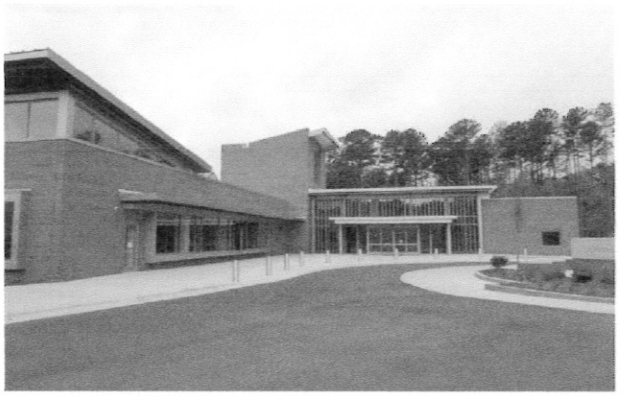
HCA Asset Management, LLC

Sample Anywhere
Insurance Detail Report

As of date: 5/1/20XX

ENTITY:	IRF03	Magnificent Municipality
SITE:	15	Memorial Library
BUILDING:	275	MAIN LIBRARY
ADDRESS:		555 MEMORIAL PARKWAY COLLEGE TOWN, SC 29201
OCCUPANCY:		LIBRARY
FIRE PROTECTION AND SAFETY:		AUTO FIRE PROTECTION/ALARM SYS. EMERGENCY BACK-UP GENERATOR EMERGENCY LIGHTING EXIT LIGHTING INTRUSION SYSTEM MANUAL FIRE ALARM PULL STATIONS SECURITY CAMERAS SPRINKLER SYSTEM
SPRINKLERED (YES-% OR NO):		100%
FOUNDATION:		CONCRETE FOOTING CONCRETE SLAB CONCRETE WALLS
EXTERIOR WALLS:		BRICK ON MASONRY BRICK ON STUD CONCRETE BLOCK - DECORATIVE GLASS CURTAIN
ROOFING:		METAL - STANDING SEAM SINGLE PLY - FULLY ADHERED
PARTITION WALLS:		CONCRETE BLOCK CONCRETE-REINFORCED DRYWALL ON STUD
CEILING:		ACOUSTICAL TILE DRYWALL WOOD
BUILDING SERVICES:		AIRCONDITIONING-CENTRAL ELECTRIC HEATING - CENTRAL HOT WATER HVAC - ROOFTOP PACKAGE UNITS PLUMBING
FLOORING:		CARPETING CERAMIC TILE STONE
BUILDING FEATURES:		AUTOMATIC DOOR OPENERS BUILT-IN CABINETS & SHELVING ELEVATOR-PASSENGER UNIQUE - SEE NARRATIVE BELOW SOLAR PANELS

ISO CONSTRUCTION CLASS:	MASONRY NONCOMBUST.
FRAMING:	STEEL
DATE OF CONSTRUCTION:	1994
ADDITIONS (YES-YR. OR NO):	2013
RENOVATIONS (YES-YR OR NO):	2013
NUMBER OF STORIES:	2
GROSS/BASEMENT SF:	63,305 / NO
ELEVATION (FT):	300
DIST TO COAST (MI):	110
FLOOD ZONE:	X
LATITUDE/LONGITUDE:	34.003952°N 81.037621°W



Main Entrance - North Exposure

BUILDING:

REPLACEMENT COST NEW (RC):	$19,148,200
EXCLUSION AMOUNT:	$315,200
RC MINUS EXCLUSIONS:	**$18,833,000**
PROPERTY IN THE OPEN:	$0

PERSONAL PROPERTY:

CONTENT VALUE:	$6,232,500
EDP:	$130,000
PERSONAL PROPERTY TOTAL:	$6,362,500

BUILDING NOTES:

BUILDING COMPLETELY RENOVATED WITH SIGNIFICANT ADDITIONS ON BOTH THE NORTH AND SOUTH ENDS - WORK COMPLETE 2013. FEATURES INCLUDE NATURAL GAS, CUMMINS BACKUP GEN SET; SLATE STAIRS AND LOBBY; MANY "GREEN" / ENERGY EFFICIENT FEATURES; PV AND SOLAR THERMAL PANELS ON ROOFTOP; ADULT READING ROOM WITH 30' WALL HEIGHT; SUN SHADING ON PERIMETER ON SOUTH ADDITION; AND (2) PASSENGER ELEVATORS. CONTENTS INCLUDE HIGH QUALITY FF&E; IT SERVERS AND TERMINAL STATIONS; COLLECTION OF 197,290 ITEMS. LEED "SILVER" CERT.

MANAGEMENT PLAN and TIMETABLE

HCA understands that "time is of the essence" for this inventory, tagging and reconciliation project and we are prepared to begin the engagement shortly after award and contract execution. The anticipated timeframe for completion of the capital asset review, inventory, reconciliation, valuation and delivery of the final reports and electronic media is estimated to be 60 ***calendar*** days from receipt of the City's executed contract and commencement of the on-site field work.

HCA shall perform onsite work during normal City business hours Monday through Friday, 8:00 am through 5:00 pm, but is also prepared to inventory 24-hour facilities, such as Fire/rescue stations, police vehicle(s) on shift changes etc. as stipulated by the City. HCA has a proven record on engagements of this size and scope.

HCA is prepared to work with The City to establish an engagement timeframe that is suitable to The City of Compton Management and your reporting requirements. Please refer to the following work plan for a time-phased task list supporting the engagement.

TASK	*10 DAYS*	*30 DAYS*	*60 DAYS*
1) Project Planning			
2) HCA Asset Management System Setup			
3) Review Staff Inventory & System Assessment Procedures			
4) Complete Engagement Coordination			
5)Complete Inventory & Data Collection Process			
6) Inventory & Valuation Reconciliation			
7) Complete Assessment Edits			
8) Complete Final Review			
9) Produce Draft Reports			
10) Produce Final Reports			
11) Final Inventory Electronic Interface			

QUALITY CONTROL PROCEDURES

HCA is committed to timely delivery and high-quality services to all of our clients. Built-in quality control measures are integral to every project. We focus not only on thoroughness but on accuracy and consistency as well. Some of HCA's quality control processes include:

- Our Project Managers verify that every site location has been visited by an HCA team member by reviewing maps, building and/or site plans, and monitoring the matched and unmatched asset list from the city database. Additionally, a listing of any locations unable to be accessed is provided to our clients for resolution.

- To ensure that all data collected by HCA staff is included in project deliverables, HCA's project manager maintains daily logs of asset counts by building, department, buildings, rooms

inventoried, etc. This electronic information (via client specific dashboard) is made available to City administrators/managers for specific job tracking and reporting capabilities.

- HCA will supply the necessary Bluetooth bar code optical scanner hardware and the HCA proprietary KĒPR data capture software to manage the asset inventory and track the inventory results on an up to the minute basis. Inventory data captured on the optical scanners will be uploaded and reconciled against the entire City capital asset file. This process allows us to track the progress of the inventory and identify matched assets, matched assets transferred to different locations, and assets and locations not yet accounted for.

- HCA will provide City Management electronic weekly engagement progress reports, as is part of our standard operating procedures for asset inventory engagements.

Our Project Managers review all inventory data for accurate and consistent:

- Descriptions/Nomenclature
- Numbering/Coding
- Costs/Values

Procedures will be developed to account for capital assets that are received by The City during the inventory process. The HCA working file will be frozen as of a specific date, allowing us and The City to properly account for new assets. Per our inventory procedures, HCA will provide weekly status updates for City management and stakeholders to discuss progress and statistical analysis of the data.

CITY STAFF EXPECTATIONS

The successful execution of any fixed asset valuation, inventory and reconciliation requires a cooperative and coordinated relationship between the consultant and client. Our anticipated role as the selected vendor will be to perform the majority of all tasks associated with the execution of the engagement. However, the City's involvement will be critical in the following areas to ensure our overall success.

Based on our vast project experience, the most critical step will be the assignment of a City employee as coordinator for the engagement. Having your coordinator involved in the assignment from start to finish is essential and helps ensure total project continuity and stewardship once our staff has completed our work. The City project coordinator should have a basic understanding of fixed asset cost accounting and full knowledge of your internal fixed asset accounting requirements. The coordinator should be available to:

1. Coordinate inventory staff requirements concerning:
    a. Access to sites, buildings, and space
    b. Provide HCA staff ***SECURE*** city staff escort(s) to ensure safety
    c. Security clearances
    d. Requests from the fixed asset database, reports, and workspace.

2. Arrange introductions of HCA staff to appropriate personnel (i.e., Specific "Sensitive" Area Contacts, Accounting Staff, Building Security, etc.).

3. Notify appropriate City personnel concerning the nature of the project (i.e., Project Announcement Memo/Correspondence).

4. Provide internet access and a room to coordinate activity for HCA on-site staff, preferably near Project Management or Accounting Departments.

5. Provide HCA with all current and up-to-date asset listings immediately upon award (or as soon thereafter as possible).

Reconciliation: HCA will make every effort to find and account for all items subject to the inventory engagement. Any items not located during the initial blitz phase will be disseminated and emailed to department point of contact (POC) for resolution. Once department POC's have received email correspondence and have had sufficient time provided for review, HCA staff will schedule follow-up appointments to inventory remaining items located. For any assets the POC's are unable to locate an explanation as to why it cannot be found will be asked for, such as disposed, traded-in, off-site, etc. will be populated in the asset notes. HCA will contact department POC's at least twice via email and once by phone, if the phone number is available, to schedule the department reconciliation appointments. The POC will be flagged as unresponsive after three contact attempts have been made, and no response is received by HCA. HCA will inform City Project Coordinator/Manager and request them to reach out to the unresponsive POC and encourage participation.

E. Project Team Outline

HCA maintains a staff of full-time specialists who are totally committed to our asset inventory and valuation practice. We tackle assignments with a "one client at a time" approach, unique in a field where many firms focus on top-line (revenue) targets, and short-term growth. Our team has taken the opposite approach, focusing on delivering a quality report, on time and for a fair fee – one commensurate with our skill sets. Our staff has many years working with HCA and fully trained for this type of work, you will never find personnel who are *un*qualified on ***ANY*** of our engagements.

HCA prides itself on having attracted and retained some of the most skilled and experienced staff in the public-sector inventory, valuation, consulting & appraisal industry. Our proposed team is well-qualified and extremely experienced on projects with similar scope and size. HCA is a unique firm offering clients a national presence and capabilities, without losing that "small company" feel so often associated with the highest level of customer satisfaction. Although there are larger consulting practices, we feel we are appropriately sized to satisfy our clients. With the HCA focused approach, every client is important, regardless of project size or fee.

Professional Profiles for Key Staff Members

Gregory P Sheahan,
President

Range of Experience

Greg has been associated with HCA for over 29 years. As President he is ultimately responsible for the overall operations of all contracts. He has been involved with coordination and oversight of a majority of governmental, higher education, hospital clinical and research institution projects that HCA has conducted in the past twenty-five years. These projects include original building cost segregation (componentization), historical, replacement cost and insurable valuation conclusions, capital equipment inventories audit and reconciliation services, annual updates and fixed asset accounting and reporting function outsourcing projects. Prior to working with HCA, Greg was in the construction industry. His construction knowledge was instrumental in the creation of HCA proprietary fixed asset database depreciation programs and building component cost allocation methodologies.

Greg's consulting experience includes the development and implementation of complex capital asset management and depreciation solutions for numerous clients in government agencies, cities, and counties the higher education and health care environment. Engagement objectives have included the development of property management and financial accounting initiatives supporting client requirements. He has extensive expertise in establishing fixed asset property records for cost accounting, supporting GASB 34, GAAP, UG requirements, and Facilities and Administration (F&A) cost recovery supporting OMB A-21 and A-110 cost reimbursement regulations, now all under the UG Uniform Guidance umbrella, as well as assisting clients meet accountability regulations of internal/external audit and DS-133 audit reviews. He has been asked to speak at numerous regional and national conferences on the subject of property and asset management reporting and over the past two years has conducted workshops on Asset Accountability for the State of Ohio Auditors group meetings and in addition has served as a national panel expert on these subjects for the SECA, FRA and NECA conferences.

Certifications/Affiliations

National Association of Cost Accountants
State and Local Government Cost Accountants (GFOA)
Northeast Cost Accountants (NECA)
National Property Managers Association (NPMA)

Professional History

HCA Asset Management, President	1991 - Present
Sheahan Construction	Owner/Operator

Recent/Ongoing Fixed Asset Projects

University of California-San Diego	City of Oxnard CA
University of California (UCLA)	California Institute of Technology (CIT)

Mike Fister, MBA, PMP
Chief Operations Officer
Range of Experience

Mike serves HCA Asset Management LLC. ("HCA") as the COO, leading more complex appraisal and capitalization assignments. His project management skills and consulting expertise have been crafted through many successful capital asset management engagements for a variety of public entities, including cities, counties, schools, and colleges/universities. Through direct consulting interface with the various contributors, users, auditors, controllers, and accountants Mike has acquired the knowledge of the reporting and reconciliation needs of the many parts of any single higher education institute. He honed many of his analytical and leadership skills while working for the Boeing Company as a Financial Analyst and Contracts Administrator. These roles included leading a team to implement new software systems as part of introducing LEAN Manufacturing practices to the business and financial processes.

Through a regular execution of City, county, and college/university projects, Mike has developed the skills necessary to manage and execute of large capital equipment inventories, space inventories, and Building Componentization projects. Throughout his career Mike has worked with many state and local government clients to ensure consistency and compliance for 2-year inventory cycle count mandates. These clients include, but are not limited to: City of Oxnard CA, Dekalb County GA, Monroe County OH, City of Niles OH, City of St. Clairsville OH, City of Opa-locka FL, City of Lake Wales FL etc.

Professional History

HCA Asset Management, LLC., COO	10/07 - Present
Boeing, Contract Administration	06/2006-09/2007
Boeing, Business Analyst	06/2004–06/2006

Education

Project Management Professional – Project Management Institute
Masters- Business Administration, Webster University
BS – Administrative Management/Marketing, Missouri State University

Recent/Ongoing Fixed Asset Projects

DeKalb County GA	South Orange County CC District CA
City of Oxnard CA	San Diego Metropolitan Transit System

Mariana Traetta, MBA
VP of CAM Operations

Range of Experience

Mariana is the HCA Asset Management VP of CAM Operations and Kēpr Software Director. Mariana has more than 15 years of professional experience in Higher Education, including the development of F&A (Facilities and Administrative) Cost Rate Proposals, space surveys, and asset management. Mariana has a significant understanding of cost, space, and asset data in accordance with federal guidelines. She has assisted colleges and universities with F&A proposal development, and the implementation of well-documented and defensible costing methodologies in accordance with the OMB Uniform Guidance, 2 CFR Part 200.

During her career, Mariana has conducted several room inventory and space utilization studies. She has trained academic departments and research unit space coordinators on how to categorize results obtained from faculty interviews into 2 CFR Part 200 functional definitions. Mariana has substantial experience working with complex data sets, including the compilation, analysis and reporting of information relevant to Higher Education clients. At HCA she has managed projects related to capital asset inventories, including the implementation of RFID technology, building componentization studies, and asset management consulting best practices at large Higher Education institutions. Mariana has also been involved in PeopleSoft and Oracle Cloud financial systems implementation projects.

Professional History
HCA Asset Management, Director, 07/2018-Present
MAXIMUS Higher Education Practice, Manager, 01/2017-07/2018
University of Kansas, Financial Analyst, 03/2005-01/2017

Education
Master of Accounting and Information Systems, University of Kansas, 2009
Bachelor of Business Administration and Accounting, University of Kansas, 2004

Recent/Ongoing Fixed Asset Projects
Cal State Maritime College CA
City of Lake Forest CA
Weill-Cornell Medical College
City of Downey CA

F. References

1) City of Oxnard, California – Government
Baseline inventory, cost valuation and financial accounting reporting. 2017 – assisted the City with removal of modified audit opinion, initial baseline valuation, accounting allocation including buildings, equipment, vehicles, infrastructure, land, land improvements etc. Successfully audited by: Eadie and Payne Certified Public Accountants CA.
Contact: Ms. Eden Casareno CPA, Partner in-Charge of Attest Services 951.241-7805 ecasareno@eadiepaynellp.com
Contact #2: Ms. Deanna Purcell CPA, Director currently working at Groover Beach CA 805.473-4555 dpurcell@groverbeach.org

2) Dekalb County, Georgia – Government

Baseline inventory, cost valuation and financial accounting and Insurable value reporting. 2019 -present ongoing annual updates after initial baseline accounting cost allocation including buildings, equipment, vehicles, infrastructure, land, land improvements etc.
Contact: Ms. Lisa Williams MBA – Controller 404-371-2238 lisawilliams@dekalbcountyga.gov

3) City of St. Clairsville, Ohio – Government

Baseline inventory, cost valuation and financial accounting reporting. 2013 – present ongoing annual updates after initial baseline accounting cost allocation including buildings, equipment, vehicles, infrastructure, land improvements etc. Successfully audited by: State of Ohio Auditors Office
Contact: Ms. Annette Williams – Finance Director 740-695-0880 awilliams@stclairsville.com
Contact #2: Ms. Denise Wiethe, Auditor of State Dave Yost's Office, Assistant Chief Project Manager – Special Projects drwiethe@ohioauditor.gov

5/12/2022 HCA capital asset inventory projects in process, State of California.

South Orange County Community College District – capital asset inventory, tagging, valuation & reconciliation services - engagement near completion.
Contact: Nick Newkirk, Purchasing & Contracts Manager, 949.582-4375 nnewkirk@socccd.edu

San Diego Metropolitan Transit System (MTS) – Project just getting started, capital cost segregation in conjunction with capital equipment inventory, tagging, valuation and financial reconciliation.

We strongly encourage the city to contact ***ANY*** of the HCA clients identified in this proposal response, to gain a first-hand perspective of HCA knowledge and experience in providing the fixed asset services requested.

G. Cost Commitment

To the extent that information regarding the assets to be inventoried exists currently, access to all such information should be made available to HCA staff. This information may include current fixed asset listings, financial statements containing current capital asset totals, auditor comments/findings/concerns related to capital asset reporting at The City, and any other relevant data. HCA will maintain copies of our backup and field notes, all relevant correspondence, and the final reports and electronic data in our possession and files for a period of not less than five (5) years from the date of the engagement.

Based on our understanding of The City of Compton's requirements and the level of professional skills necessary to complete the engagement to support the specifications described in our proposal response, HCA is pleased to submit the following professional fees and expenses supporting the proposed services: Perform "wall to wall" physical inventory, valuation by accounting asset class, reconciliation, and financial reporting of City's assets. Out-of-at pocket administrative, travel and living expenses are included in our fixed fee costs.

ACCEPTED

- Inventory/Accounting Class Segregation/Valuation/Reconciliation/Financial Reporting

$185,000 _____

OPTION 1 (BARCODE TAGS)

- Barcode tag stock 5,000 item count

$2,500 _____

OPTION 2 (INSURANCE APPRAISAL)

- Replacement cost insurance appraisal, pictures of each building/facility, GPS coordinates recorded, COPE data collected, replacement cost by facility, content value tallied, and property in the open (PITO) collected and appraised

$85,000 _____

Thank you for this opportunity to submit our proposal to provide capital asset physical inventory consultant services to the City of Compton. To indicate acceptance of the service options described please place your initials in the space provided, execute the signature line and email return to: gsheahan@hcamgt.com

Accepted by City of Compton:

_____ _____

(Name, Title) (Date)

Proposed Payment Schedule:
HCA will invoice The City of Compton for services rendered throughout the progress of our work. HCA reserves the right to charge interest calculated based on one and one-half percent per month if payment is not received within 40 days of The City's receipt of our invoice.

H. Conclusion

This is to acknowledge our understanding of capital asset accounting requirements supporting GASB Statement 34, 42 & 51, 2 CFR Part 200 (Uniform Guidance) F&A Cost Principles, Generally Accepted Accounting Principles (GAAP), Government Accounting Auditing and Financial Reporting (GAAFR) as well as our ability and experience to provide the required services. HCA anticipates working with City of Compton staff accessing their "tribunal knowledge" of City assets, throughout the engagement.

The rational for selecting HCA is embedded in the company DNA, Core Values and Promise.

HCA Core Values:

- ***Clients Are Our Friends - We genuinely care about our clients and the services they receive.***
- ***Fiercely Protect Our Reputation - We act professionally at all times; deliver value; and do what we say.***
- ***Obsessed with Outcomes - We're committed to complete company and client satisfaction.***
- ***We Are a Team - We support each other through humility, trust, and collaboration.***

HCA Guarantee: We promise to deliver value and accurate, defensible data

Please do not hesitate to contact me if I can answer any questions regarding the proposed services.

Offered by: HCA Asset Management LLC

Gregory P. Sheahan

Date May 14th, 2022

Gregory P. Sheahan
President, HCA Asset Management LLC
Email gsheahan@hcamgt.com

Direct 941.544.2369
Office 941.752.6330

APPENDIX A

SUMMARY OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF CITY OF COMPTON

Standard quote for the Services as described under "**Scope of work to be performed**" section of the request for proposals.

	Total Hours	Hourly Rate US $	Amount US $
Partners	160	181	28,960
Managers	200	150	30,000
Supervisory Staff	360	130	46,800
Staff	445	109	48,505
Other (specify)			
Subtotal	1165		154,265
Out-of-Pocket Expenses:			
Transportation			30,735
Other (specify)	TBD		2,500
Subtotal Out-of-Pocket Expenses			33,235
Total All-Inclusive Maximum Price for the Audit Service			$187,500

Note: The above quotes represent the total all-inclusive maximum prices for the services for the respective years. The Proposer warrants that all costs have been considered and included in the above quotes.

APPENDIX B - NON-COLLUSION DECLARATION

This declaration is submitted with a proposal to the City of Compton. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Compton, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Compton (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

5/16/2022 KAMAS UT

(Date and Place)

Signature

HCA ASSET MANAGEMENT

Name of Proposer

APPENDIX C

PROPOSER WARRANTIES

A. Proposer warrants that it will obtain an Errors and Omissions insurance policy providing a prudent amount of coverage for willful or negligent acts or omissions of any officers, employees, or agents thereof.

B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Compton.

C. Proposer warrants that all information provided in connection with this proposal is true and accurate.

Signature of Official _____

Typed Name GREGORY P. SHEAHAN

Firm Name HCA ASSET MANAGEMENT

Date 5/16/2022

1. UNDERSTANDING OF THE SCOPE OF WORK	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORING/ ADDITIONAL INFO
Thoroughness of Response, Proposed Technical approach and overall work plan	4.5	5	5	After speaking with OHC, they showed they understood the scope of work, but HCA's and RCI proposal scope of work was more detailed than OHC.
Average Score	5	5	5	
2. ACCEPTABILITY OF THE APPROACH AND WORK PLAN	**VENDOR 1**	**VENDOR 2**	**VENDOR 3**	**BASIS FOR SCORING/ADDITIONAL INFO**
Quality of Thoroughness of Offeror's Proposed Technical Approach and Work Plan	5	4	5	RCI had a good approach, but OHC and HCA had an approach that was already approved by their Clients' auditor - per their proposals
Average Score	5	4	5	
3. QUALIFICATIONS OF THE FIRM	**VENDOR 1**	**VENDOR 2**	**VENDOR 3**	**BASIS FOR SCORING/ADDITIONAL INFO**
Firm History and Documented Experience with projects of similar size and scope	5	4	5	RCI past clients were mostly school districts, while OHC and HCA had more municipalities as their clients
Average Score	5	4	5	
4. QUALIFICATIONS OF THE ASSIGNED STAFF	**VENDOR 1**	**VENDOR 2**	**VENDOR 3**	**BASIS FOR SCORING/ADDITIONAL INFO**
Resumes of Key project staff members who will be directly involved in the overall effort	5	4	5	From reference checking, OHC and HCA had the best references
Average Score	5	4	5	
5. OVERALL FEES	**VENDOR 1**	**VENDOR 2**	**VENDOR 3**	**BASIS FOR SCORING/ADDITIONAL INFO**
Lowest responsive offer grand total cost divided by proposer grant total cost X 20	4.5	4.5	3	HCA had the highest fee at approx. $185K, OHC had the second highest at approx $97K, and RCI had the lowest at approx $37K, however I did not think that low figure was realistic, and did not want to be put in a situation to ask for more money later.
Average Score	5	5	3	

Change weights based on your preference. Total score should be 1.00

		OHC	RCI	HCA	
CRITERIA SCORES	**WEIGHT**	**VENDOR 1 SCORE**	**VENDOR 2 SCORE**	**VENDOR 3 SCORE**	**NOTES**
1. UNDERSTANDING OF THE SCOPE OF WORK	0.20	0.90	1.00	1.00	
2. ACCEPTABILITY OF THE APPROACH AND WORK PLAN	0.20	1.00	0.80	1.00	
3. QUALIFICATIONS OF THE FIRM	0.20	1.00	0.80	1.00	
4. QUALIFICATIONS OF THE ASSIGNED STAFF	0.20	1.00	0.80	1.00	
5. OVERALL FEES	0.20	0.90	0.90	0.60	
OVERALL SCORE	1.00	**4.80**	**4.30**	**4.60**	

1. UNDERSTANDING OF THE SCOPE OF WORK	RCI	OHC	HCA	BASIS FOR SCORING/ ADDITIONAL INFO
Thoroughness of Response, Proposed Technical approach and overall work plan	3	4	5	Though all 3 states their ability to comply with GASB 34, HCA specifically states their understanding for the City to remove our independent auditor's audit opinion. OHC does mention ability for reports to meet clients' needs and will provide audit support.
Average Score	3	4	5	
2. ACCEPTABILITY OF THE APPROACH AND WORK PLAN	**VENDOR 1**	**VENDOR 2**	**VENDOR 3**	**BASIS FOR SCORING/ADDITIONAL INFO**
Quality of Thoroughness of Offeror's Proposed Technical Approach and Work Plan	2	5	5	OHC and HCA are thorough with their procedures. Not confident that RCI customized their proposal to the City, they mention "students" and "campus" which makes me believe they don't have extensive experience with munipalities.
Average Score	2	5	5	
3. QUALIFICATIONS OF THE FIRM	**VENDOR 1**	**VENDOR 2**	**VENDOR 3**	**BASIS FOR SCORING/ADDITIONAL INFO**
Firm History and Documented Experience with projects of similar size and scope	2	5	5	Not confident that RCI has worked with clients similar to the City and unsure how extensive their experience is with financial reporting or meeting audit requirements.
Average Score	2	5	5	
4. QUALIFICATIONS OF THE ASSIGNED STAFF	**VENDOR 1**	**VENDOR 2**	**VENDOR 3**	**BASIS FOR SCORING/ADDITIONAL INFO**
Resumes of Key project staff members who will be directly involved in the overall effort	2	4	5	HCA provided more in depth qualifications and experience for their team members. HCA and OHC included certificates/affiliations that demonstrated their team members are better qualified.
	2	4	5	
5. OVERALL FEES	**VENDOR 1**	**VENDOR 2**	**VENDOR 3**	**BASIS FOR SCORING/ADDITIONAL INFO**
Lowest responsive offer grand total cost divided by proposer grant total cost X 20	4	5	2	HCA sounds really great, however their price is double the cost of OHC. RCI sounds like a great deal, but I feel like they don't understand the complexity of the City.
Average Score	4	5	2	

Change weights based on your preference. Total score should be 1.00

CRITERIA SCORES	WEIGHT	RCI SCORE	OHC SCORE	HCA SCORE	NOTES
1. UNDERSTANDING OF THE SCOPE OF WORK	0.20	0.60	0.80	1.00	
2. ACCEPTABILITY OF THE APPROACH AND WORK PLAN	0.20	0.40	1.00	1.00	
3. QUALIFICATIONS OF THE FIRM	0.20	0.40	1.00	1.00	
4. QUALIFICATIONS OF THE ASSIGNED STAFF	0.20	0.40	0.80	1.00	
5. OVERALL FEES	0.20	0.80	1.00	0.40	
OVERALL SCORE	1.00	**2.60**	**4.60**	**4.40**	

1. UNDERSTANDING OF THE SCOPE OF WORK	RCI	HCA	OHC	BASIS FOR SCORING/ ADDITIONAL INFO
Thoroughness of Response, Proposed Technical approach and overall work plan	3	5	4	RCI no mention of resolving audit issues; HCA addressed audit issues and need to rectify problem on first try to avoid wasting money; OHC familiar with removal of audit findings, project manager on Oxnard 2017 removal, however no mention of infrastructure
Average Score	3	5	4	
2. ACCEPTABILITY OF THE APPROACH AND WORK PLAN	**RCI**	**HCA**	**OHC**	**BASIS FOR SCORING/ADDITIONAL INFO**
Quality of Thoroughness of Offeror's Proposed Technical Approach and Work Plan	1	5	4	RCI focused on school inventory; HCA has extensive experience with city/county fixed assets valuations, mention of audit trail; OHC, good approach overall but no mention of audit trail or plan for infrastructure
Average Score	1	5	4	
3. QUALIFICATIONS OF THE FIRM	**RCI**	**HCA**	**OHC**	**BASIS FOR SCORING/ADDITIONAL INFO**
Firm History and Documented Experience with projects of similar size and scope	2	5	5	HCA had audit finding removed for Oxnard; RCI mostly schools/universities - unsure how they will deal with city related assets (streets, traffic lights, wells, etc.); OHC worked with multiple cities with assets counts up to 40,000
Average Score	2	5	5	
4. QUALIFICATIONS OF THE ASSIGNED STAFF	**RCI**	**HCA**	**OHC**	**BASIS FOR SCORING/ADDITIONAL INFO**
Resumes of Key project staff members who will be directly involved in the overall effort	3	5	5	RCI staff less experienced; HCA over 20 years, certificates & affiliations for asset mgmt; OHC has experienced staff, with certificates in asset management/appraisal; OHC current project manager was on Oxnard audit, work with multiple cities; accredited in appraisals
	3	5	5	
5. OVERALL FEES	**RCI**	**HCA**	**OHC**	**BASIS FOR SCORING/ADDITIONAL INFO**
Lowest responsive offer grand total cost divided by proposer grant total cost X 20 ; scaled 1 to 5	5	1	2	Lowest responsive offer grand total cost divided by proposer grant total cost X 20 ; scaled 1 to 5
Average Score	5	1	2	

Change weights based on your preference. Total score should be 1.00

CRITERIA SCORES	WEIGHT	RCI SCORE	HCA SCORE	OHC SCORE	NOTES
1. UNDERSTANDING OF THE SCOPE OF WORK	0.20	0.60	1.00	0.80	
2. ACCEPTABILITY OF THE APPROACH AND WORK PLAN	0.20	0.20	1.00	0.80	
3. QUALIFICATIONS OF THE FIRM	0.20	0.40	1.00	1.00	
4. QUALIFICATIONS OF THE ASSIGNED STAFF	0.20	0.60	1.00	1.00	
5. OVERALL FEES	0.20	1.00	0.20	0.40	
OVERALL SCORE	1.00	**2.80**	**4.20**	**4.00**	

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
OHC ADVISORS, INC.

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **OHC ADVISORS, INC.** (hereinafter referred to as **"Consultant"**), located at 1323 W Fletcher Avenue, Suite B, Tampa, FL 33612.

RECITALS:

WHEREAS, Section 708 (d) of the Compton City Charter provides for the City Controller to Require, and supervise the keeping of, current inventories of all property, real and personal, by the respective officers in charge thereof and periodically to audit the same; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced fixed assets valuation consultant firm to assist the City with preparation of the Fixed Assets Valuation; and

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

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering services regarding the preparation of a Fixed Assets Valuation. Professional services shall include, but not be limited to, the Deliverable(s) indicated below:

Deliverables:

1) Provide a physical inventory of all assets on the City's fixed assets listing in accordance with the City's Capital Asset Policy and prepare accounting records for all asset categories.

2) Recommend an approach to improving fixed asset categorization and tracking in reference to City's current fixed asset listing, policy and any other identified items.

3) Identify scope of work to be undertaken before, during and after the valuation and what would be required from the City in terms of access and staff resources to complete the proposed scope of work.

4) Scope of work shall include the following items, or make specific reference to any deviation from points a through g below:

    a) Proposer will provide detail of which asset information the City should include in each fixed asset record (e.g., Asset Description, Manufacturer, Make, Model, Asset/ Tag Number, Serial Number, Asset Location , Valuation of Asset, Useful Life, Asset Class (Classification Codes provided by the City), etc.).
    b) For each fixed asset the Proposer will provide accounting records that include the detail items identified above.
    c) The Proposer will be responsible for providing the fixed assets inventory data on flash drive in a file format such that the data can be loaded into a basic City Governmental fixed asset accounting software.
    d) The Proposer will complete a reconciliation of the Physical Inventory to the General Ledger and propose journal entries to bring the City's Fixed Asset Valuation current in the City's General Ledger.
    e) Report on other matters that come to your attention in the course of your evaluation that, in your professional opinion, the City should consider.
    f) Present findings, in person, to the City's management group.
    g) Prepare a final Fixed Asset report and five (5) bound copies.

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

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to

carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Scott Hodges, ASA, VP of Fixed Assets of Consultant, will serve as the **Project Manager** and shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties anticipate that **Consultant's services will be completed by or before June 2023.**

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

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

3. Compensation. The method of payment for these services will be billed on a time-and-materials basis. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within sixty (60) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the City Controller at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Consultant is required to comply with all federal, state and local laws and ordinances applicable to the services provided under this Agreement.

As full and complete compensation for performance of all the services performed by the Consultant as described in Section 1 of this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Ninety-two thousand three hundred dollars ($92,300.00).**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

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

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on

behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

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

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant shall furnish certificates of insurance and endorsements to City.***

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

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

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of seven (7) years, or longer if required by law, from the date of final payment under this Agreement.

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

15. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

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

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If

City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges Michael Baker Inc. Consultants by another jurisdiction is grounds for City to terminate this Agreement.

20. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

Scott Hodges, Vice President **(Date)**

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any

other county. This agreement will be governed by the laws of the State of California.

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

24. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

25. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

27. Confidentiality. All documents, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT: **OHC ADVISORS, INC.**
1323 W. Fletcher Avenue, Suite B
Tampa, FL. 33612
Attn: Scott Hodges, Vice President
(941) 545-4501

TO CITY: **CITY OF COMPTON**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Sharon Rahban Navizadeh, City Controller
City Controller's Department
(310) 605-5678

Note: A copy of any notice provided to the City Controller shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

30. **Miscellaneous.** No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

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

OHC Advisors, INC.

Dated: _____ **By _____**
Scott Hodges, Vice President

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

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

CITY OF COMPTON, CALIFORNIA

REQUEST FOR PROPOSALS FOR FIXED ASSETS VALUATION

CITY OF COMPTON
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CA 90220

March 29, 2022

TABLE OF CONTENTS

INTRODUCTION

A. General information
B. Term of engagement

DESCRIPTION OF THE ENTITIES

A. General
B. Officials and management
C. Financial accounting system
D. Component units
E. Fund classification

SCOPE OF WORK TO BE PERFORMED

GENERAL REQUIREMENTS

TIME REQUIREMENTS
A. Proposal Calendar
B. Date of final selection of winning proposal

PROPOSAL REQUIREMENTS
A. Number of copies of proposal
B. Format of proposal
    1. Title page
    2. Table of content
    3. Transmittal letter
    4. Technical proposal
    5. Cost Proposal
    6. Quality Control
    7. Executed copies of Proposer Guarantees and Proposer Warranties

EVALUATION PROCEDURES

A. Evaluation
B. Evaluation Factors
C. Evaluation Process
D. Oral Presentation
E. Right to reject proposals

GENERAL PROVISIONS

A. City of Compton business license
B. Bid bond
C. Performance bond
D. Insurance Requirements
    1. Minimum scope and limits of insurance
    2. Other insurance provisions
    3. Additional Insured Status
    4. Subcontractors
    5. Notice of Cancellation
    6. Primary Coverage
    7. Waiver of Subrogation
    8. Acceptability of Insurers
    9. Claims Made Policy
    10. Coverage Limit Specifications
    11. Self Insured Retention
    12. Evidence of Coverage
E. Indemnification
F. Other information available and contacts for information

APPENDICES

Appendix "A" - SUMMARY OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF CITY OF COMPTON

Appendix "B" - PROPOSER GUARANTEES

Appendix "C" - PROPOSER WARRANTIES

INTRODUCTION

A. General Information

The City of Compton is requesting proposals from qualified firms to assist the City to identify and ensure appropriate accounting of all City fixed assets in excess of the City's Capitalization threshold.

Copies of a proposal must be received by the **City Clerk, City of Compton** before **4:00 pm** (**PT**) on **May 19, 2022**. The City of Compton reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by the City's management specifically selected and authorized to do so. During the evaluation process, the City of Compton reserves the right to request additional information or clarification from proposers or to allow corrections of errors or omissions. At the discretion of the City of Compton, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Compton reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not the proposal is selected.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted otherwise in the proposal submitted and confirmed in the contract between the City of Compton and the firm selected. It is anticipated that the selection of a firm will be completed by **May 31, 2022**.

B. Term of Engagement

The contract for this fixed asset valuation services shall cover the time taken to complete the tasks outlined in the scope of work. It is preferred that the services be completed in a period not to exceed 4 months. Candidates should indicate in their proposals how they propose to complete the project in the preferred time frame.

DESCRIPTION OF THE ENTITIES

A. General

The City of Compton was incorporated on May 11, 1888, under the laws of the State of California and enjoys all the rights and privileges applicable to a charter city. The City is centrally located between the greater Los Angeles and Long Beach metropolitan areas and encompasses approximately 10 square miles. The City's current population is estimated at 100,000.

B. Officials and Management

The City operates under a City Charter with a Council-Manager form of government. It has a Mayor and four (4) Council Members who are elected to four-year terms in alternate slates of two and two every second odd-numbered year with the Mayor being elected every four years. The City Manager is a hired position. The City Attorney, City Treasurer and City Clerk are elected.

The City has a City Controller who oversees operations of the City Controller's Office comprising the financial accounting functions of General Ledger, Accounts Payable, Receivables, Payroll and Internal Audit. The City Controller is assisted by a Deputy City Controller.

The City currently has an Audit Committee and a Finance Committee. The City Controller performs the financial oversight responsibility and reports directly to the City Council.

C. Financial Accounting System

The City currently utilizes One Solution to record and manage its financial accounting data; and ADP system to augment its payroll function. The financial system contains all the financial accounting data for the City and its component units. The component units are blended in the City's financial statements. The city is planning to upgrade or change its financial accounting system within the next two years.

Financial statements are prepared for the City as a whole. The City's Financial Statements include separate financial statements for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and the major individual enterprise funds are reported as separate columns in the fund financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers property tax revenues to be available if they

are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when the related fund liabilities are incurred, except for debt service expenditures as well as expenditures related to compensated absences and claims and judgments, which are recorded only when payment is due.

D. **Component units**

The component units discussed below are usually included in the financial statements of the City because of their operational or financial relationships with the City of Compton.

The **Successor Agency** is the successor entity to the former Community Redevelopment Agency of the City of Compton (the "Former Agency"). The Former Agency was established pursuant to the Community Development Law, constituting Part 1 of Division 24 of the California Health and Safety Code, as amended (the "Redevelopment Law").

The Former Agency was dissolved as of February 1, 2012, pursuant to legislation passed as part of the 2011 Budget Act of the State of California (the "State"). Since the Former Agency's dissolution, the City of Compton, California (the "City") has served as the Successor Agency pursuant to the Dissolution Act (as defined herein). However, as clarified by California Health and Safety Code Section 34173(g), the City and the Successor Agency are separate entities and are not merged as the result of the City's election to serve as the Successor Agency. Currently, the City Council members are also the members of the Successor Agency Board. Based upon the nature of the Successor Agency's custodial role, the Successor Agency is reported in a fiduciary fund (private-purpose trust fund).

All of the Former Agency's non-housing assets, properties, contracts, leases, books and records were transferred to the control of the Successor Agency by operation of law. As clarified by California Health and Safety Code Section 34173(g), the City and the Successor Agency are separate entities and are not merged as a result of the City's election to serve as the Successor Agency. Neither the assets nor the liabilities of the Former Agency are transferred to the City by virtue of the City's election to serve as the Successor Agency.

The Successor Agency is tasked with winding down the Former Agency's affairs. Many of the Successor Agency's actions are subject to the prior approval, or the direction of the Oversight Board. The Successor Agency will continue to exist until all enforceable obligations have been paid. The Dissolution Act provides that the Successor Agency will submit to the Oversight Board a request to formally dissolve the Successor Agency after all of the enforceable obligations have been retired or paid, all real property has been disposed, and all outstanding litigation has been resolved. The

Oversight Board must approve such request within 30 days. After the Oversight Board's approval, the request must be submitted to the DOF. The DOF will have 30 days to approve or deny such request. When the DOF has approved the request, the Successor Agency must take the final steps pursuant to the Dissolution Act within 100 days of the DOF notification to dissolve the Successor Agency. Such final steps include the disposition of any remaining assets and the transfer of all such disposition proceeds to the County Auditor-Controller for disbursement to the taxing entities.

The **Public Finance Authority (PFA)** was organized in 1987 under a joint exercise of power agreement to provide financing for public capital improvements for the City and the Compton Redevelopment Agency. The Authority's financial activities are reported in a separate capital projects fund.

The **Housing Authority of the City of Compton (Housing Authority)** was established in 1969 pursuant to State legislation. On December 1, 1976, the Housing Authority entered into an Annual Contributions Contract with HUD and received allocation of Section 8 Certificate units. The Housing Authority operates two programs: the Housing Choice Voucher Program, which provides monthly rental assistance to participants who want to rent from private landlords, but cannot afford the full monthly rental payment; and the Family Self-Sufficiency (FSS) Program, which assists families in creating plans that will lead to economic independence.

E. **Fund classifications**

The City reports the following major governmental funds:

a. ***General Fund*** – This fund is used to account for resources traditionally associated with governments, which are not required to be accounted for in another fund.

b. ***Federal Grants Fund*** – This fund is used to account for various grants received from the agencies of the Federal government.

c. ***Retirement Fund*** – This fund accounts for the contributions made by the City to its public employees' retirement system. The activity is financed from a special tax levy.

d. **The *Public Finance Authority Debt Service Fund*** – This fund was set up to finance and account for the payment of interest and principal on the outstanding long-term indebtedness issued by the Public Finance Authority. The principal source of revenue of this fund is the Base Rental Payments made by the City to the Authority.

e. ***Compton Housing Successor Capital Projects Fund*** – This fund is used to account for the housing assets and functions related to the Low and Moderate Income Housing Program retained by the City following dissolution of the former Agency.

The major proprietary funds are:

f. ***Water Utility Fund*** – This fund is used to account for the provision of water to residents of the City. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing, billing, and collection.

g. ***Rubbish Fund*** – This fund is used to account for the provision of rubbish collection services to residents and businesses within the City.

h. ***Sewer Fund*** – This fund is used to account for the costs of replacing and upgrading portions of the City's sewer system and its operations.

SCOPE OF WORK TO BE PERFORMED

The City of Compton provides a wide range of services to its citizens. These services include fire protection; construction and maintenance of streets, traffic signals and infrastructure; community development; recreational activities and cultural events; parks; parking facilities; water; wastewater; rubbish; and a golf course.

The City of Compton is seeking services to assist the City to identify and ensure appropriate accounting of all City assets in excess of the City's capitalization threshold.

All fixed asset records are currently maintained on Excel. Current records have limited detailed information in order to definitively identify the physical location or valuation of each asset.

The scope of services to be provided is as follows:

1) Provide a physical inventory of all assets on the City's fixed assets listing in accordance with the City's Capital Asset Policy and prepare accounting records for all asset categories.

2) Recommend an approach to improving fixed asset categorization and tracking in reference to City's current fixed asset listing, policy and any other identified items.

3) Identify scope of work to be undertaken before, during and after the valuation and what would be required from the City in terms of access and staff resources to complete the proposed scope of work.

   Scope of work shall include the following items, or make specific reference to any deviation from points a through g below:

   a. Proposer will provide detail of which asset information the City should include in

each fixed asset record (e.g., Asset Description, Manufacturer, Make, Model, Asset/ Tag Number, Serial Number, Asset Location , Valuation of Asset, Useful Life, Asset Class (Classification Codes provided by the City), etc.).

b. For each fixed asset the Proposer will provide accounting records that include the detail items identified above.
c. The Proposer will be responsible for providing the fixed assets inventory data on flash drive in a file format such that the data can be loaded into a basic City Governmental fixed asset accounting software.
d. The Proposer will complete a reconciliation of the Physical Inventory to the General Ledger and propose journal entries to bring the City's Fixed Asset Valuation current in the City's General Ledger.
e. Report on other matters that come to your attention in the course of your evaluation that, in your professional opinion, the City should consider.
f. Present findings, in person, to the City's management group.
g. Prepare a final Fixed Asset report and five (5) bound copies.

Qualifications

Experienced consultant familiar with fixed asset inventories, appraisals, and management systems.
Recent experience (last five years) completing similar work
Excellent communication skills, including but not limited to report preparation and information depiction through maps, charts, and graphs.

Conditions

The contractor must be available to start work by June 1, 2022. The City requires the consultant to designate one individual as the project manager. The project manager will be the point of contact for all communications including reporting and invoices for this purchase order and will be responsible for oversight of all work activities.

Inquiries/Clarifications

Questions and answers shall be to Deputy City Controller, Jocelyn Logan at jlogan@comptoncity.org until 4:00 p.m., May 19, 2022. The City will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP.

GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the City of Compton procurement codes and procedures.

1. Receiving Time/Late Proposals
   It is the responsibility of the proposer to submit their proposal with sufficient time to be received by the City prior to the opening date and time. **Late or incomplete proposals will not be accepted.**

2. Acceptance of Conditions Governing the Procurement
   Offerors must indicate their acceptance of the Conditions Governing the procurement in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section of "Evaluation Factors" of this RFP.

3. Incurring Cost
   Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
   Any cost incurred by the offeror for set up and demonstration or for interviews shall be borne solely by the offeror.

4. Prime Contractor Responsibility
   Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the City. The City will make contract payments only to the prime contractor.

5. Offeror's Rights To Withdraw Proposal
   Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the City's Contact.

   The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm
   Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is requested.

7. Best and Final Offer
   The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed.

8. Disclosure of Proposal Contents

All proposals submitted in response to this RFP will become the property of the City of Compton and may be a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 et seq.).

All proposals will be treated as confidential documents until the selection process has been completed. Once the selection has been made and the contract approved by the City Council, all proposals will become a public record. Under the California Public Records Act, any information submitted with a response is a public record subject to disclosure unless a specific exemption applies. The City assumes no responsibility for protecting the confidentiality of materials submitted by vendors as part of their proposals. In the event a vendor desires to keep portions of its proposal confidential, the confidential information so claimed must be identified in writing at the time the proposal is submitted. The vendor must clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page.

If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has identified material within the proposal as confidential in accordance with the preceding paragraph, the City will provide the vendor with prompt notice of the request in order to allow the vendor an opportunity to seek a protective order or other appropriate remedy in order to prevent the disclosure of the material identified as confidential. It is the vendor's responsibility to advise the City of the vendor's intent to seek a protective order or to advise the City of the vendor's decision to waive the opportunity to seek a protective order in a timely fashion in order to allow the City an opportunity to comply with any applicable deadlines for disclosure. If a protective order or other remedy is not obtained by the vendor in a timely fashion or the vendor waives the opportunity to seek a protective order, the City may disclose the vendor's entire proposal in accordance with the California Public Records Act or other applicable law.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has not identified any material within the proposal as confidential, the City will treat the entire proposal as a public record subject to disclosure. Ultimately, it is the proposer's obligation and expense to protect information that the vendor claims is confidential.

9. No Obligation

The procurement in no manner obligates the CITY to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Compton.

11. Sufficient Appropriation
Any contract awarded, for multiple years, as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Governing Law
This procurement and any Contract with proposer that may result shall be governed by the laws of the State of California.

13. Oral Changes and Basis for Proposal
Do not rely upon oral explanations. Changes and addenda will be issued in writing. Only information supplied by the City in writing through the Controller's Office, the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

14. Contract Terms and Conditions
The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in Appendix A, "Contract Terms and Conditions." However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP**. The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the contract.

Should a proposer object to any of the City's terms and conditions, as contained in this Section that proposer must propose specific alternative language. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

15. Proposer's Terms and Conditions
Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City.

16. Right To Waive Minor Irregularities
The City reserves the right to waive minor irregularities and the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

17. Change in Contractor Representatives
The City reserves the right to require a change in contractor representatives if the assigned

representatives are not, in the opinion of the City, meeting its needs adequately.

18. Right To Publish

Throughout the duration of this procurement process and contract term, potential proposers, proposers, and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the contract.

19. Ownership of Proposals

All documents submitted in response to the RFP shall be become the property of the City of Compton and are subject to public records request.

20. Contract Award

Proposal will be evaluated by Committee comprised of City staff and may include outside consultants. The Evaluation Committee will make an award recommendation. This contract shall be awarded to the proposer or proposers whose proposal received the most points. Proposers will be notified when the award is being made.

21. Records and Audits

The CONTRACTOR shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Contract, including the date, time and nature of services rendered. These records shall be maintained for a period of five years from the date of the final payment under this Contract and shall be subject to inspection by CITY. The CITY shall have the right to audit any billings or examine any records maintained pursuant to this Contract both before and after payment. Payment under this Contract shall not foreclose the right of CITY to recover excessive and/or illegal payments.

22. Enforcement of Contract/Waiver

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

23. Clarification

The City may contact the proposer for clarification of their response.

TIME REQUIREMENTS

The following represents the timing of the proposal, selection and audit process.

A. Proposal Calendar

For a proposal to be considered, the original and four (4) copies of the proposal must be submitted before **4:00 pm** (**PT**) on **May 19, 2022** to:

Office of the City Clerk
City Hall, City of Compton
205 South Willowbrook Avenue
Compton, California 90220

Inquiries concerning this request for proposals shall be directed to:

Ms. Jocelyn Logan
Deputy City Controller
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Tel: 310 605 5576

B. Date of Final Selection of Winning Proposal

The Selection Committee will recommend three (3) firms to the City Controller. The Candidate with the winning proposal will be contacted by **May 31, 2022**.

PROPOSAL REQUIREMENTS

A. Number of copies of proposal

The proposal shall include an **original** and **four (4) copies,** all enclosed in the same sealed envelope / package and submitted at once. The sealed envelope / package **MUST** be marked as follows:

"DOLLAR COST BID PROPOSAL
FOR CITY OF COMPTON
FOR FIXED ASSETS VALUATION"

B. Format of proposal

The proposal must include the following:

1. **Title page** showing the request for proposal's subject; the firm's name and address; the name, address and telephone number of a contact person; and the date of the proposal.

2. **Table of contents**

3. **Transmittal letter** stating briefly the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement.

Proposals shall be submitted electronically and in hard copies and must be concise, well organized, and demonstrate the vendor's understanding of the Scope of Work and the qualifications of key personnel. Proposals shall include, at a minimum, the information listed below.

Format your responses to this RFP in the following order to facilitate comparisons between respondents. All proposals must be submitted via email and include the following information:

a. Identify the submitting organization;
b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
e. Be signed by the person authorized to contractually obligate the organization;
f. Acknowledge receipt of any and all amendments to this RFP.

4. Technical Proposal

Provide a brief summary of your firm's history, its capabilities, and its recent experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.

Describe the project team composition and include resumes of all key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in personnel prior to award. However, the City understands that between the time that a proposal has been submitted and the time an agreement is awarded, proposed key personal may have been assigned to other projects. If key personnel become

unavailable after your proposal has been submitted, the City shall be immediately notified and resumes shall be provided for the substitute personnel. The substitute personnel must have substantially similar qualifications and experience to the personnel being replaced. The City reserves the right to reject proposed substitute personnel if in its sole opinion that the proposed substitute personnel qualifications and experience are not substantially comparable to that of the personnel being replaced. If satisfactorily substitute personnel cannot be provided, the City reserves the right to negotiate with and award to the next highest ranked proposer.

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

Describe your understanding of the project and proposed method(s) to accomplish the work. State all services to be provided, deliverables, milestones, assumptions, and identify potential risks that could delay the project and constraints. List any resources you expect the City to provide.

i. Include an analysis of the various methodologies by which a fixed asset inventory can be developed, including discussion of the advantages and disadvantages of your approach.

ii. Based on your preliminary investigation, state which method/process you believe would be most cost beneficial to The City of Compton. Clearly state the reasons supporting your conclusions and any assumptions made.

iii. Include a detailed work plan your organization would follow in this assignment

5. Cost Proposal

Respondent shall submit a Cost Proposal. The Cost Proposal shall include all costs associated with the services to be provided. Respondent shall provide cost and labor elements by resource type, per key deliverable under each task as identified in Respondent's proposed Project Work Plan. At a minimum, respondent's cost summary shall identify labor resources, hourly labor rates, and estimated hours to accomplish the Scope of Work. Any cost incurred by the respondent which are specifically provided for herein shall be the expense of the respondent.

6. Quality Control

The firm should describe the structure and policy of the organization that ensure quality control of engagements including existence of quality control process, existence of designated quality review partner, supervision of staff and periodic quality control reviews.

7. **Executed copies of Proposer Guarantees and Propose warranties** attached to this request for proposals as **Appendix B** and **Appendix C**.

EVALUATION PROCEDURES

A. Evaluation

Proposals will be evaluated on understanding of the scope of work, acceptability of approach and work plan, qualifications of the firm, qualifications of the assigned staff, and overall fees. These factors will be used in the evaluation of each proposals to select a finalist.

Specifications:	Maximum Points:
Understanding of the scope of work	20
Acceptability of approach and work plan	20
Qualifications of the firm	20
Qualifications of the assigned staff	20
Overall fees	20
TOTAL	**100**

B. Evaluation Factors

A maximum of 100 points may be awarded based upon the quality and thoroughness of the offeror's response to each evaluation factor as follows.

Understanding of the scope of work: Up to 20 points may be awarded based on evaluation of the offeror's thoroughness of response, proposed technical approach, and overall work plan.

Acceptability of approach and work plan: Up to 20 points may be awarded based on the quality and thoroughness of offeror's proposed technical approach and work plan.

Qualifications of the firm: Up to 20 points may be awarded based on the firm's history and documented experience with projects of similar size and scope.

Qualifications of the assigned staff: Up to 20 points may be awarded based on the experience and resumes of the personnel that will be assigned to this project.

Overall fees: The evaluation of each proposer's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Grand Total Cost}}{\text{This Proposer's Grand Total Cost}} \times 20 = \text{Points Award}$$

C. Evaluation Process

All proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

The City may use other sources of information to perform the evaluation as specified in Section entitled "Contract Award".

The City may contact the proposer for clarification of their response.

Responsive proposals will be evaluated on the factors in this section that have been assigned a point value. The responsible proposers with the highest scores may be selected as finalist based upon their initial proposals or the City may proceed with the proposer receiving the best score. Finalist who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible proposer whose proposals is most advantageous to the City, taking into consideration the evaluation factors in this section, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

D. Oral Presentation

The Selection Committee may, at its discretion, request any one or all firms to make oral presentations. The presentation will provide the firms opportunity to answer any questions that the Selection Committee may have on a firm's proposal. Not all firms may be requested to make such oral presentation.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Compton and the firm selected.

The City of Compton reserves the right without prejudice to reject any or all proposals. Proposals received after the date and time indicated above will not be accepted.

The City reserves the right to waive any informality in any quote, to accept or reject any or all proposals, to reject one part of a proposal and accept another, to re- advertise and/or seek other bids and to make award to the lowest responsible bidder as the interest of the City may require.

After selection of a firm, contract must be executed when instructed by the City to start. If contract is not executed, the City reserves the right to cancel it. If any provisions of the contract are violated, the City, after suitable notice, may cancel the contract and make arrangement to have the work completed by others at the expense of the contractor.

GENERAL PROVISIONS

A. City of Compton business license

The firm agrees to at all times during the performance of the agreement, obtain and maintain a City of Compton business license, as well as pay all applicable Compton City taxes. The City shall not reimburse the firm for the cost of business license or the City taxes paid by the firm.

A copy of a valid City of Compton business license certificate must be forwarded to the City Clerk's Office with the signed copy of the contract.

B. Bid bond

As a guaranty of good faith, each bidder shall submit with their proposal an unconditional bidder's bond or certified or cashier's check, drawn on a solvent State or national bank, or cash in the sum equal to **1%** of the aggregate of the bid, payable to the City of Compton, said bidder's bond or check shall be held uncollected until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said bidder's bond or check will render it informal and may, at the option of the City, result in the rejection of the proposal under which such bidder's bond or check is submitted. If a bidder to whom an award is made fails or refuses to execute the contract within the time specified, said bidder's bond or check and monies represented thereby, or the cash guaranty, shall be and remain the property of the City of Compton and shall be subject to deposit with the City Treasurer as other monies belonging to the City, the amount thereof being agreed to by the bidder as liquidated damages due to the City. Within 15 days after the award of the contract, the City of Compton will return the proposal guarantees accompanying such proposals which are not to be considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposal they accompany.

C. Performance bond

The firm agrees to at all times during the performance of the agreement obtain, keep, and maintain a Faithful Performance Bond in the amount of the contract sum. Said bond shall be in form approved by the City Attorney of the City of Compton and the Surety shall be authorized to do business in the State of California. Performance Bond is due at the beginning of each contract year, in the amount of the annual contract value.

D. Insurance Requirements

As part of the consideration of this Agreement, Consultant agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

A. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
B. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.
C. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Consultant is required to be insured against liability for Workers' Compensation or to undertake
D. self-insurance. Statutory Workers' Compensation and Employers' Liability of at least $1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance or this agreement.
E. **Professional Liability**: Professional Liability (Errors and Omission) Insurance appropriate to the Consultant's profession, with limit no less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all services rendered by the Consultant pursuant to this Agreement.

If the Consultant maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

Additional Insured Status

The City of Compton, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. Additional Insured coverage shall be provided in the form of an endorsement to the Consultant's insurance. A copy of the endorsement evidencing that the City of Compton has been added as an additional insured on the policy, must be attached to the certificate of insurance.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors..

Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to 205 S Willowbrook Ave, Compton CA 90220

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained
by the City shall be excess of the Consultant's insurance and shall not contribute with it.

Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

Acceptability of Insurers

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

Claims Made Policy

If the required Professional Liability (Errors and Omissions) policy provides coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Coverage Limit Specifications

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach.
Alternately, City may purchase such required insurance coverage, and without further notice to Consultant,
City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

Self Insured Retentions

Any self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Evidence of Coverage

Consultant must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Consultant's insurer or its agent and submitted to the City prior to execution of this Agreement by the City.

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E. Indemnification

Contractor shall indemnify and hold harmless the City and its officers, officials, employees and volunteers, from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligence act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

F. Other information available and contacts for information

The following information could be provided to a firm in connection with this request for proposals at http://www.comptoncity.org/depts/finance/docs.asp. The City Controller, Deputy City Controller or Internal Auditor should be contacted to request for the information.

- Audited Financial Statements of the City of Compton.
- Single Audit Report.
- Corrective Action Plans.

The names and telephone numbers of the City Controller, Deputy City Controller and Internal Auditor are provided below.

City Official	Name	Telephone Number
City Controller	Ms. Sharon Rahban	310-605-5663
Deputy City Controller	Ms. Jocelyn Logan	310-605-5584
Internal Auditor	Ms. Maria David	310-605-5677

APPENDICES

APPENDIX A

SUMMARY OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF CITY OF COMPTON

Standard quote for the Services as described under "**Scope of work to be performed**" section of the request for proposals.

	Total Hours	Hourly Rate US $	Amount US $
Partners Managers Supervisory Staff Staff Other (specify)			
Subtotal			
Out-of-Pocket Expenses: Transportation Other (specify)			
Subtotal Out-of-Pocket Expenses			
Total All-Inclusive Maximum Price for the Audit Service			

Note: The above quotes represent the total all-inclusive maximum prices for the services for the respective years. The Proposer warrants that all costs have been considered and included in the above quotes.

APPENDIX B - NON-COLLUSION DECLARATION

This declaration is submitted with a proposal to the City of Compton. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Compton, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Compton (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

_____ _____

(Date and Place) Signature

_____

Name of Proposer

APPENDIX C

PROPOSER WARRANTIES

A. Proposer warrants that it will obtain an Errors and Omissions insurance policy providing a prudent amount of coverage for willful or negligent acts or omissions of any officers, employees, or agents thereof.

B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Compton.

C. Proposer warrants that all information provided in connection with this proposal is true and accurate.

Signature of Official _____

Typed Name _____

Firm Name _____

Date _____

September 6, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EADIE PAYNE LLP FOR IRS PAYROLL TAX AUDIT REPRESENTATION AND TAX POSITION RISK ASSESSMENT, AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF $60,000, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE IRS FORM 2848 APPOINTING POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE TO ROMA L. SCOTT AND FRANK ZABALETA OF EADIE AND PAYNE LLP ONLY FOR REPRESENTATION BEFORE THE IRS

SUMMARY

Staff is requesting City Council adoption of a resolution authorizing the City Manager to enter into a professional services agreement with Eadie and Payne LLP for IRS Payroll Tax Audit Representation and Tax Position Risk Assessment for Sixty Thousand Dollar ($60,000), to approve a Purchase Order for Sixty Thousand Dollar ($60,000), and to authorize the City Manager to execute IRS Form 2848 appointing Power of Attorney and Declaration of Representative to Roma L Scott and to Frank Zabaleta of Eadie and Payne LLP, only for Representation before the IRS.

BACKGROUND:

The City Controller's Department has received a letter from the Department of the Treasury Internal Revenue Service, Tax Exempt and Government Entities Division which states that the City's employment tax return was selected for examination for the tax periods between 2020 – 03 to 2020 - 12.

Although the City is tax exempt from income taxes, the City pays employment (or payroll) taxes each pay period, similarly to other employers in the private sector.

During the final week of FY2021-2022, the City had received a letter from the IRS to initiate an examination, and therefore the City is currently further in need for Payroll Tax Return Audit Representation services as well.

STATEMENT OF THE ISSUE:

The City needs representation during an upcoming IRS examination (IRS audit) in order to prevent unfounded or inappropriate tax liabilities or penalties during the audit and in regards to future payroll tax returns prepared by the City's automated Payroll software. In order for representation to commence from the IRS standpoint, IRS Form 2848 "Power of Attorney and Declaration of Representative" must be signed by the City Manager.

During FY2021-2022, City Controller Department staff attempted to obtain three quotes for a CPA firm with local governmental Tax experience. Five CPA firms were contacted that were found in the CSMFO (California Society of Municipal Finance Officers) Directory. This directory maintains lists of commercial vendors providing Local Government Finance services which are often used by local government agencies state-wide. However, after contacting at least five firms from this directory, only one affirmative response was received from the Eadie and Payne LLP Tax Partner that stated the ability to provide Tax services, while also having Local Government experience. Per the Municipal Code Section 4-11.7, it states that an exception to competitive bidding requirements includes: "where competition is determined to be inadequate or nonexistent". In this instance, it was determined that competition was inadequate.

The scope of work being proposed in the agreement for IRS tax audit representation include the following elements:

- Assistance with representation, communication, preparation and compilation of documents requested in relation to the IRS Audit
- Provide Assessment and review of current payroll tax returns for unaddressed risks or liabilities
- Provide Recommendations for addressing risks related to the City's tax position
- Provide review and recommendations of the City's payroll tax returns and return set up programs and templates
-

The cost to perform these services is a one-time cost, and is being requested as a response to the IRS letter received from the City Controller's Department.

Eadie and Payne LLP Partners, Roma Scott and Frank Zabaleta are recommended to be listed as appointed representatives for the purpose of representation before the IRS.

Upon execution of the contract with Eadie and Payne LLP, and upon execution of IRS Form 2848 for IRS Power of Attorney and Declaration of Representative, the Eadie and

Payne LLP Tax Partners, Roma Scott and Frank Zabaleta, will immediately commence with compiling, organizing, and transmitting the necessary City back up documentation being requested. They will also assist the City by communicating any comments, findings, and/or any further tax obligations due by the City to the IRS.

Further, Eadie and Payne LLP will also provide an assessment of the Payroll Tax Return set up in ADP (the City's HR/Payroll software that automates Payroll processing and Payroll Tax Return preparation), and provide recommendations for improvement.

FISCAL IMPACT:

The fiscal impact of this agreement will be a one-time cost of $60,000, which will be paid from the following fund and account codes:

Account Code	Account Name	Amount
1001-650-000-4266	Contract Services	$60,000

ALTERNATIVE:

The result of not approving this agreement, the IRS Form 2848 appointment, or the purchase order would be a delay in being able to respond to the IRS and a delay for the audit to commence. This could result in increased interest costs of any findings of taxes due because of the delay of such findings. Additionally, there is not sufficient experience with local governmental tax matters maintained by City staff, and therefore another CPA would need to be searched for, and contracted with, to be able to properly respond to and complete the IRS audit.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution to approve the agreement, authorize the City Manager to execute IRS Form 2848, and approve a purchase order regarding the IRS Tax Audit Representation services.

SHARON RAHBAN NAVIZADEH,

CITY CONTROLLER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EADIE PAYNE LLP FOR IRS PAYROLL TAX AUDIT REPRESENTATION AND TAX POSITION RISK ASSESSMENT, AUTHORIZING A PURCHASE ORDER IN THE AMOUNT OF $60,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE IRS FORM 2848 APPOINTING POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE TO ROMA L SCOTT AND FRANK ZABALETA OF EADIE AND PAYNE LLP ONLY FOR REPRESENTATION BEFORE THE IRS

WHEREAS, The City Controller's Department has received a letter from the Department of the Treasury Internal Revenue Service, Tax Exempt and Government Entities Division which states that the City's employment tax return was selected for examination for the tax periods between 2020 – 03 to 2020 - 12.

WHEREAS, The City needs representation during this examination in order to prevent unfounded or inappropriate tax liabilities or penalties.

WHEREAS, in order for representation to commence from the IRS standpoint, IRS Form 2848 "Power of Attorney and Declaration of Representative" must be signed by an authorized City official. Eadie and Payne LLP Tax Partners, Roma Scott and Frank Zabaleta are recommended to be listed as appointed representatives for the purpose of representation before the IRS.

WHEREAS, Upon execution of the contract Eadie and Payne LLP, and upon execution of IRS Form 2848 for IRS Power of Attorney and Declaration of Representative, the Eadie and Payne LLP Tax Partners, Roma Scott and Frank Zabaleta, will immediately commence with compiling, organizing, and transmitting the necessary City back up documentation being requested as part of the IRS audit/examination. They will also assist the City by communicating any comments, findings, and/or any further tax obligations due by the City to the IRS. Further, Eadie and Payne LLP will also provide an assessment of the payroll tax return set up in ADP, and provide recommendations for improvement.

WHEREAS, The fiscal impact of this agreement will be a one-time cost not to exceed Sixty Thousand Dollars ($60,000), which will be paid from the following fund and account codes:

Account Code	Account Name	Amount
1001-650-000-4266	Contract Services	$60,000.

WHEREAS, It is recommended that the City Council adopt the attached Resolution to approve the agreement, authorize the City Manager to sign IRS Form 2848, and purchase order regarding the IRS Tax Audit Representation services.

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 professional services agreement with Eadie and Payne LLP in the amount of Sixty Thousand Dollars ($60,000.00) for IRS Tax Audit Representation and Tax Position Assessment services.

SECTION 2. That the City Council hereby authorizes a term ending June 30, 2023 for IRS Tax Audit Representation and Tax Position Assessment services with Eadie and Payne LLP at a cost not-to-exceed Sixty Thousand Dollars ($60,000.00) during Fiscal Year 2022-2023.

SECTION 3. That the City Manager is hereby authorized to execute IRS Form 2848 Appointing Power of Attorney and Declaration of Representative to Roma L Scott and Frank Zabaleta of Eadie and Payne LLP only for Representation before the IRS for the City of Compton IRS Tax Matter.

SECTION 4. That the term of the agreement will begin on September 6, 2022 and end on June 30, 2023.

SECTION 5. That the amount of Sixty Thousand Dollars ($60,000.00) will be available in the Fiscal Year 2022-2023 Budget allocated from account number 1001-650-000-4266 General Fund, Contract Services account.

SECTION 6. That a purchase order shall be issued to Eadie and Payne LLP from Account Number 1001-650-000-4266 in the amount of Sixty Thousand Dollars ($60,000.00).

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

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

ADOPTED this _____ day of _____, 2022.

_____
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 _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Form **2848**
(Rev. January 2021)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

► **Go to *www.irs.gov/Form2848* for instructions and the latest information.**

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I Power of Attorney

Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address	Taxpayer identification number(s)	
	Daytime telephone number	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address	CAF No. / PTIN / Telephone No. / Fax No.
Check if to be sent copies of notices and communications ☐	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. / PTIN / Telephone No. / Fax No.
Check if to be sent copies of notices and communications ☐	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. / PTIN / Telephone No. / Fax No.
(**Note:** IRS sends notices and communications to only two representatives.)	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. / PTIN / Telephone No. / Fax No.
(**Note:** IRS sends notices and communications to only two representatives.)	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

3 Acts authorized (you are required to complete line 3). Except for the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)

4 Specific use not recorded on the Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See *Line 4. Specific Use Not Recorded on CAF* in the instructions . . . . . ► ☐

5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information): ☐ Access my IRS records via an Intermediate Service Provider;
☐ Authorize disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return;

☐ Other acts authorized:

b **Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.

List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): _____

_____

6 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this form. If you **do not** want to revoke a prior power of attorney, check here . . . . . ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 **Taxpayer declaration and signature.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative (or designated individual, if applicable), executor, receiver, administrator, trustee, or individual other than the taxpayer, I certify I have the legal authority to execute this form on behalf of the taxpayer.

▶ **IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.**

Signature	Date	Title (if applicable)
Print name	Print name of taxpayer from line 1 if other than individual	

Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:

a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.

b Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.

c Enrolled Agent—enrolled as an agent by the IRS per the requirements of Circular 230.

d Officer—a bona fide officer of the taxpayer organization.

e Full-Time Employee—a full-time employee of the taxpayer.

f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).

g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the IRS is limited by section 10.3(d) of Circular 230).

h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). ***See*** **Special Rules and Requirements for Unenrolled Return Preparers** ***in the instructions for additional information.***

k Qualifying Student or Law Graduate—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student, or law graduate working in a LITC or STCP. See instructions for Part II for additional information and requirements.

r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.**

Note: For designations d–f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation—Insert above letter **(a–r).**	Licensing jurisdiction (State) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable)	Signature	Date

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
EADIE PAYNE, LLP

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **EADIE PAYNE, LLP.** (hereinafter referred to as **"Consultant"**), located at 3880 Lemon St., Suite 300, Riverside, California 92502.

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced tax consultant firm to assist the City with representation for the IRS Audit of Calendar Year 2020 as well as prepare a risk assessment for the City's payroll tax liability; and

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

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering services regarding the representing the City in regards to the IRS. Professional services shall include, but not be limited to, the Task(s) indicated below:

Task(s) – IRS Audit Representation and Risk Assessment:

- Assistance with representation, communication, preparation and compilation of documents requested in relation to the IRS Audit
- Provide Assessment and review of current payroll tax returns for unaddressed risks or liabilities
- Provide Recommendations for addressing risks related to the City's tax position
- Provide review and recommendations of the City's payroll tax returns and return set up programs and templates

and any other duties as more fully described in the engagement letter**,** dated July 11, 2022, submitted by Consultant, which is attached hereto as an exhibit and incorporated herein by reference.

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

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Roma Scott, Partner of Consultant, will serve as the **Project Manager** and shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties anticipate that **Consultant's services will be completed by or before June 30, 2023.**

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

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

3. Compensation. The method of payment for these services will be billed on a time-and-materials basis, as identified in Consultant's attached/incorporated **Proposal**. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In

the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the City Controller Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Consultant is required to comply with all federal, state and local laws and ordinances applicable to the services provided under this Agreement.

As full and complete compensation for performance of all the services performed by the Consultant as described in Section 1 of this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Sixty Thousand Dollars ($60,000.00).**

Consultant agrees to provide all professional services at the following hourly rates:

Roma Scott, Partner, Project Director	$350.00
Frank Zabaleta, Partner	$350.00
Manager	$250.00

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

4. **Ownership of Materials.** All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and

expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

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

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

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

laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

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

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

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

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

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **“additional insureds”** with respect to liability arising out of the activities of the Consultant. Any failure to comply with provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant shall furnish certificates of insurance and endorsements to City.***

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

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

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

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

15. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

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

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and

deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges Eadie and Payne LLP by another jurisdiction is grounds for City to terminate this Agreement.

20. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

Roma Scott, Partner (Date)

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

24. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

25. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

27. Confidentiality. All documents, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT:
Eadie and Payne, LLP.
3880 Lemon St, Suite 300
Riverside, CA. 92592
Attn: Roma Scott, Partner
(951) 241-7800

TO CITY:
CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Sharon Rahban Navizadeh, City Controller
City Controller Department
(310) 605-5678

Note: A copy of any notice provided to the Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

30. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

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

EADIE PAYNE LLP

Dated: _____ **By _____**
Roma Scott, Partner

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

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

July 13, 2022

Honorable Members of the City Council
City of Compton
205 S Willowbrook Avenue
Compton, CA 90220-3134

Dear Honorable Members of the City Council:

Eadie and Payne, LLP ("we") is pleased to provide the City of Compton ("you") with the professional services described below. This letter, and the attached Terms and Conditions Addendum and any other attachments incorporated herein (collectively, "Agreement"), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

Pursuant to the terms of our engagement, we will represent you before the IRS ("Tax Agency") in connection with the audit of your Employment Tax Return Form 941 for the tax year 2020. Our engagement is limited to the above and does not include any other periods, jurisdictions or matters.

Upon receipt of an executed copy of this Agreement, we will provide you with a completed Power of Attorney and Declaration of Representative form ("POA") for your signature, and request a time to discuss the authority being granted under the POA, including how it will be utilized during the audit process. The POA will set forth the year(s) or period(s) and tax forms for which authorization is needed to best represent you.

Please note that we will be unable to render services or proceed with your representation until we receive executed copies of both this Agreement and the POA. Eadie and Payne, LLP is not responsible for any damages or other adverse results you may suffer as a result of delays in providing us with these signed documents.

EADIE PAYNE LLP
expect quality.

Eadie Payne, LLP
3880 Lemon St., Ste. 300
Riverside, CA 92501

P.O. Box 1529
Riverside, CA 92502-1529

Office: 951-241-7800
www.eadiepaynellp.com

Before we communicate with the agent responsible for the audit, we will endeavor to evaluate the tax returns and supporting schedules subject to audit, and communicate our findings and recommendations to you. If, based upon our review of these documents, we determine that additional or corrected returns should be filed, or that other tax filing obligations exist, we will explain these matters to you prior to disclosure to the auditor. In addition, we will provide an estimate of any change in tax, penalties and interest that may apply, as well as the estimated cost to prepare and file the applicable returns and forms. If additional returns or amended tax returns are required, and we agree to prepare them, we will confirm this engagement in a separate agreement.

In connection with the audit, we will communicate with the agent to arrange a time and place for the audit and obtain the list of documents requested, if it has not been provided. We will evaluate the documents to be provided by you for adequacy and relevance.

We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls. You are responsible for developing and implementing internal controls applicable to your operations.

This engagement is limited to the professional services outlined above.

Statute of limitations and waivers

The statutory period for assessment of tax is typically three years from the filing date of the return (“Limitations Period”). If the Limitations Period is within a year of expiring, the agent may ask you to extend the Limitations Period. As a result, both you and the agent will have additional time to address the audit and reach an amicable settlement.

You are not required to consent to a time extension, a refusal to do so may result in an adverse action. In such case, the Tax Agency may assess a tax immediately and possibly for an amount that may be greater than what may have been assessed if the Limitations Period had been extended and more time was available to work through all of the data and tax guidance. In addition, a refusal to consent may create an adversarial environment, making it more difficult to present and negotiate your case without pursuing appeals procedures at a higher level within or outside the Tax Agency. Such procedures will require additional time and expenses and may not achieve a better outcome. Therefore, your decision to refuse an extension of time should be made only after considering the potential consequences.

If this situation arises, we will provide a general explanation of the advantages and disadvantages of accepting or refusing to consent to an extension of the Limitations Period. However, the decision is your sole responsibility. Therefore, we recommend you consult with legal counsel before making a final decision.

Proposed adjustments and appeals rights

During the course of the audit, the agent may propose adjustments. If you agree to the proposed adjustments, the agent will ask you to consent to an assessment whereby you waive your right to appeal or file a tax court petition.

If you disagree with the proposed adjustments, you may receive a "30-day letter" which states that you have the right to file an appeal with IRS Appeals within 30 days of the date of the letter. If you appeal and lose, or fail to appeal within the initial 30 day period, you will receive a "Notice of Deficiency," which explains that you have 90 days within which to pay the tax assessed or file a petition with the U.S. Tax Court to seek a re-determination of your tax. Similar procedures are generally available with respect to state and local audits. It also should be noted that a final decision in a federal tax audit is likely to affect your state tax obligations.

If you decide to appeal an adverse finding in a tax audit, we may represent you at your request. If you ask us to represent you, and we agree to do so, we will confirm this engagement in a separate agreement.

Audit results

While we will exercise due professional care during this engagement, we cannot guarantee a favorable result. Please note the outcome of your audit is based upon the facts presented, supporting schedules, and other supporting records as well as the Tax Agency's evaluation of this information.

CPA Firm Responsibilities

We will perform our services in accordance with the Statements on Standards for Tax Services ("SSTSs") issued by the American Association of Certified Public Accountants ("AICPA"), AICPA Statement on Standards for Consulting Services and U.S. Treasury Department Circular 230 ("Circular 230"). It is our duty to perform services with the same standard of care that a reasonable tax return preparer would exercise in this type of engagement. It is your responsibility to safeguard your assets and maintain accurate records pertaining to transactions. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.

Eadie and Payne, LLP, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions on your behalf.

Arguable positions

We will use our professional judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of tax reference materials. Tax reference materials include, but are not limited to, the Internal Revenue Code ("IRC"), tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings, court cases, and similar state and local guidance. If the IRS, state or local tax authorities later contest the position you select, additional tax, penalties, and interest may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, penalties, interest, and related professional fees you may incur.

Client Responsibilities

You agree to provide us with complete copies of previously filed tax returns, supporting schedules and other supporting records that we or the Tax Agency may request, either at the inception or during the course of the engagement.

Various supporting documents must be produced in accordance with the deadlines set for the audit by the Tax Agency (generally, 30 days from the request date). To that end, you agree to provide such documents to us in advance of those deadlines to allow us adequate time to review the materials. This procedure permits us to determine whether the documents are complete prior to submission to the agent. You also agree not to disclose any information to the Tax Agency or any third party without first consulting with us.

Communication of authority of others

You hereby authorize the following individuals to communicate directly with us to request services and obtain copies of tax and financial information on your behalf:

Name	Title

You agree that the authority conveyed above shall continue in full force and effect until you inform us of any modifications in writing.

Online access to information (Optional)

To the extent you provide our firm with access to electronic data via a local or online database from which we will download your payroll or other information, you agree that the data is accurate as of the date and time you authorize it to be downloaded.

Timing of Engagement

We expect to begin our services upon receipt of this executed Agreement and a signed copy of the POA.

Our services will conclude upon the earlier of:

- your acceptance of the adjustments contained in the final Revenue Agent's Report ("RAR") and your consent to assessment of any tax,
- filing of a protest with the Tax Agency, or your indication that you intend to appeal the findings in the final RAR,
- written notification by either party that the engagement is terminated,
- we provide you with a closure letter, or
- issuance of a Statutory Notice of Deficiency or state equivalent by the Tax Agency.

Professional Fee

Our professional fee for the services outlined will be based upon our hourly billing rates. This fee is based upon the complexity of the work to be performed, and our professional time, as well as out-of-pocket expenses. In addition, this fee depends upon the timely delivery, availability, quality and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred regardless of the audit result.

We require that all outstanding invoices be paid prior to beginning our representation.

We appreciate the opportunity to be of service to City of Compton. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed POA and Agreement.

Respectfully,

Eadie and Payne, LLP

Roma L. Scott

Roma L. Scott, Partner

Attachment: Schedule of Rates
Terms and Conditions Addendum

RESPONSE:

This letter correctly sets forth our understanding.

City of Compton

Acknowledged and agreed on behalf of City of Compton by:

Name: _____

Title: _____

Date: _____

Schedule of Rates

The following fees are based on our understanding of the scope of work and the level of involvement of the City's staff.

Position	Rate
Manager	$ 250
Partner	$ 350
Not-to-exceed amount	**$ 60,000**

Eadie and Payne, LLP's Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs monthly as work progresses. Payment is due upon receipt. If payment is not received within 30 days, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize a client portal, a collaborative, virtual workspace in a protected, online environment. The client portal permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use the client portal, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of the client portal and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of the client portal. While the client portal backs up your files to a third party server, we recommend that you also maintain your own backup files.

Items placed on the client portal will be deleted periodically according to firm policy.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 5 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

Other Income, Losses and Expenses

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

Management Responsibilities

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.