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**COMPTON CITY COUNCIL
AGENDA
12/06/2022
5:30 PM**

**Closed Session 4:30 P.M.
Public Meeting 5:30 P.M.**

**CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS

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

CLOSED SESSION – 4:30 p.m.

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

Christopher Dickerson v. City of Compton, et al., LASC Case No.

20STCV21912

Maria E. Marrujo Renteria v. City of Compton, et al., LASC Case No.

21STCV44067

Maria Torrero v. City of Compton, et al., LASC Case No. 19STCV30579

Pursuant to California Government Code Section 54956.9(a)

RECESS TO CLOSED SESSION

HEARING

5:45 P.M. - PUBLIC HEARING - TO CONSIDER AND ADOPT AN ORDINANCE TO ENTER INTO A DEVELOPMENT AGREEMENT AT 930 WEST COMPTON BOULEVARD (Item #4)

OPENING

PUBLIC MEETING – 5:30 P.M.

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

1. SENATOR STEVE BRADFORD - LEGISLATION UPDATE

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

2. OCTOBER 18, 2022
OCTOBER 25, 2022

REGULAR AGENDA

CITY MANAGER'S REPORT

3. POWER POINT PRESENTATION - NEW WEBSITE REDESIGN

NEW BUSINESS

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COMPTON AND CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ENABLE THE DEVELOPMENT OF A 60-UNIT HOUSING PROJECT ON THAT CERTAIN LAND LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA (First Reading)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/13/2022 @ 5:30 PM

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

OCTOBER 18, 2022

The Compton City Council meeting was called to order at 5:37 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, L. Darden, Mayor E. Sharif
Council Members Absent – None

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

5:45 P.M. - PUBLIC HEARING - PROGRAM ENVIRONMENTAL IMPACT REPORT NO. 953, GENERAL PLAN AMENDMENT CASE NO. 2022-001 CHANGE OF ZONE/SPECIFIC PLAN CASE NO. 2022-001 (Item #5&6) (Continued to October 25, 2022 at 5:00 p.m.)

INTRODUCTION OF SPECIAL GUESTS

1. Captain Terrence Bell, Compton Sheriff Station

Compton Sheriff's Captain Terrence Bell introduced himself to the City Council and the Compton community and stated that he is humbled by the opportunity to serve the great City of Compton.

2. COMPTON COMMUNITY COLLEGE DISTRICT UPDATE - Dr. Sharoni Little, Board of Trustee Member

Dr. Sharoni Little, Compton Community College, provided a power point presentation regarding the College and provided an overview of the plans to increase enrollment and improve services to the students and the Compton community.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Bishop L. J. Guillory welcomed the new Sheriff's Captain and further stated that Code Enforcement and other departments should be under the City Attorney's Office, and then raised concerns regarding the ADA accessibility device near City Hall. Mr. Guillory spoke in support for agenda items Number 7 (\$500,000 for a consultant) and urged the City to utilize the City Attorney, City Controller and City Treasurer and work collaboratively to improve and prevent the City from going into receivership by the State.

Jasmine Phillips, Vice President of the Compton College Teachers' Union, shared some facts about the issues and conditions at Compton Community College. Ms. Phillips also provided information regarding the programs that the faculty is willing to fully support to improve and meet the needs of the college community.

Janette Morales provided a Compton Community College update and stressed the need for community outreach to the residents of the community.

Marjorie Shipp commented that she was very disappointed with the Audit Report and noted that the issues were created by the previous Council, but the present City Council will have to contend with the Findings of the Audit. Ms. Shipp then encouraged the City Council to hire qualified personnel, clean up the City and work together for the betterment of Compton.

Richard Earl announced that St. Phillip Lutheran Church will be hosting a mobile voting booth at the church on November 5, 2022. Mr. Earl also spoke in opposition to agenda item number 7 and encouraged the City to roll up their sleeves and do their own work without relying on consultants.

Anthony Lewis referenced the Audit report and indicated that he has a plan to provide suggestions and solutions to solving the City's financial concerns and come up with viable solutions. Mr. Lewis encouraged the City Council to look at his plan before they spend \$500,000 on a consultant.

Leticia Vasquez Wilson commented on the data informational system that keeps track of student population and indicated that there are only 1,200 students registered at Compton College. Ms. Vasquez Wilson then expressed that Compton College needs new leadership in order to improve.

Dr. Sharoni Little provided an update on the education enrollment of the students at Compton Community College since their separation from El Camino College. Dr. Little announced that Compton Community College is one of two colleges who have been provided with an innovative program to provide funds for housing, and further encouraged everyone to go to: Compton.edu to obtain additional information.

Gilda Bluford spoke regarding agenda item number 7 (\$500,00 for a consultant) and questioned who would provide oversight and give the consultant direction. Ms. Bluford further stated that she agreed with Mr. Earl, that if the City Council continues to hire individuals to provide assistance, how will the City Council ever learn how to successfully manage the City's financial crisis.

Brittany McReynolds, wife of a Compton Firefighter, provided a report on the hazardous and substandard working, and living conditions of the Compton Firefighters and urged the City Council to prioritize the upgrading of the fire stations and address the needs of the Compton Fire Department. Mrs. McReynolds urged the City Council, to provide the community with a safe and healthy Fire Department and care for the citizens prior to bringing in new developments.

Barbara Calhoun, former Councilperson, commended Councilperson Deidre Duhart on her recent Townhall meeting, which provided a wealth of information for the residents, and suggested that the City Manager attend any future meetings. Ms. Calhoun also, raised concerns regarding the Code Enforcement Division and the City's hiring process.

DeShawn Showtime Watkins announced that the next Compton mania event will be held on October 22, 2022 at Dollarhide Community Center. This is a free public event for the entire family and community.

Joyce Kelly spoke regarding the conditions at Compton Community College and stated that there must be a change in leadership at the college. Ms. Kelly spoke in support of more programs and events for the Seniors and concluded by stating that the City must approve a contract for the Compton Firefighters.

Royce Esters discussed standard accounting practices and indicated that the City is operating on an antiquated and crude accounting system. Mr. Esters further encouraged the installation of a Finance Committee to provide monthly reports to the residents.

Vanessa alleged that Duhart and Spicer are in violation of the Brown Act. Ms. Vanessa urged the Council to figure out what they need to do rather than approving a \$500,000 contract for a consultant. She urged the Council to do their own work, and further commented that the enrollment at Compton College must be increased.

Dawn Franks commented on the individuals that attend the Council meeting week after week to share their concerns, however, they are ignored. Ms. Franks commented that it is discouraging to live in a City that is always in the same place and added that it is sad that situations are getting worse. Ms. Franks stated that \$500,000 should not be spent on consultants as there are things that the City can fix on their own and allocate those funds to other priorities. Ms. Franks encouraged the City Council to pray and seek direction from God to improve the City.

Lynn Boone addressed the Audit Report and provided that the report is embarrassing and should be embarrassing to the City Council. Ms. Boone further stressed that the City Council is not a true representation of the City as most of the members were appointed.

Fidel Marquez commented that he is a fourth generation Compton resident and stated that the City as well as the schools and the college all have issues resulting from a domino effect of the problems associated with the City Council's poor performance. Mr. Marquez referenced the Audit and noted that the Council should not spend \$500,000 for a consultant and further urged the City Council to do the right thing and take responsibility and improve the City.

CONSENT AGENDA

APPROVAL OF MINUTES

3. SEPTEMBER 13, 2022 (*Approved*)

HUMAN RESOURCES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AND AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES' ASSOCIATION/AFSCME LOCAL 2325 AMENDING ARTICLE 40 OF THE MEMORANDUM OF AGREEMENT (*Approved Resolution Number 25,738*)

On motion by Spicer, seconded by Darden, the consent agenda was approved 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

NEW BUSINESS

5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT 953, MITIGATION MONITORING REPORTING PROGRAM, FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING CHANGE OF ZONE CASE NO. 2022-001, A REQUEST TO AMEND ZONING CODE SECTION 30-54 ALLOWING THE APPLICATION OF THE SPECIFIC PLAN ZONE (SP) AS AN OVERLAY ZONE FOR CERTAIN PROPERTIES WITHIN THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROJECT AREA AND ADOPTION OF THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN (Frist Reading) (*Tabled to next Council meeting*)
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING GENERAL PLAN AMENDMENT CASE NO. 2022-001, A REQUEST TO AMEND THE LAND USE ELEMENT AND MAP TO CREATE THE 575.5 ACRE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN OVERLAY DISTRICT FOR THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN (*Tabled to next Council meeting*)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2022-2023 FISCAL YEAR BUDGET AND APPROPRIATE FUNDS IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000) TO FACILITATE USE OF PROFESSIONAL CONSULTANT SERVICES TO FACILITATE HIGH-RISK AUDIT REPORT CORRECTIVE ACTION PLAN

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

Sharon Rahban, City Controller provided a power point presentation relative to several key points in the audit process.

Thomas Thomas, City Manager indicated that we must have qualified people operating the City and further indicated that he will be updating the City Council regularly.

Councilmember Duhart questioned whether requests for proposals were sent out to obtain quotes from multiple consultants.

City Manager Thomas indicated that once the funds have been allocated, the City will begin the open bid process for the services.

Councilman Bowers commented that there are more serious issues and service concerns that should take priority and added the City should have taken steps to address some of these concerns' months ago.

Councilmember Spicer commended the City Controller and agreed with her that the City must acquire qualified personnel with the expertise to perform the tasks.

Councilmember Darden commented that the City Council has been working diligently to address the Findings of the State Audit and implement the suggestions and guidelines detailed in the Audit.

Mayor Sharif commented that we all have a great love for Compton and the community and added that no wants to see the City fail. Mayor Sharif noted that City administration is working diligently to adhere to the Findings of the Audit to ensure a vibrant and thriving City economy.

Resolution Number 25,739 entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2022-2023 FISCAL YEAR BUDGET AND APPROPRIATE FUNDS IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000) TO FACILITATE USE OF PROFESSIONAL CONSULTANT SERVICES TO FACILITATE HIGH-RISK AUDIT REPORT CORRECTIVE ACTION PLAN' was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Sharif

NOES: Council Members – None

ABSTAIN: Council Members – Bowers

ABSENT: Council Members – None

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Thanked the residents, sponsors and all the wonderful speakers who provided valuable information at her District 1 Town Hall Meeting.
- Provided an update on the Covid-19 omicron variant and encouraged the residents to get vaccinated and boosted to maximize protection for themselves and their families.
- Announced that the Fly Compton Foundation and the Black Aviation Association will be hosting the Compton Air Fair on October 22, 2022 from 10:00 am. to 4:00 p.m. at the Compton Woodley Airport, 901 W. Alondra Blvd., Compton – call: 424-463-0440 for additional information.
- Announced that United Parcel Service is currently accepting employment applications and offering flexible shifts and weekly competitive pay – visit: UPS.com for additional information.
- Requested that the City Treasurer provide an investment policy report to be presented to the City Council and the community.

Councilmember Spicer offered the following communications/announcements:

- Announced that he provides a weekly analysis of the City Council meeting actions every Wednesday at 5:15 p.m. following the meetings on Facebook ‘live’ as well as on Instagram social platform.
- Announced that he will be bringing forth several programs for the Seniors of the community.
- Announced that his office will be giving away baby formula and also baby wipes to Compton residents on Thursday, October 20, 2022 at St Anthony’s Medical Center, Denovu Health Care, the medical office of Dr. Toni Johnson-Chavez and also at Waterworks Purified Water in Compton.
- Announced that he will be co-sponsoring the next *Comptonmania* Event on October 22, 2022 at the Dollarhide Community Center parking lot—free to the community.

Councilmember Bowers offered the following communications/announcements:

- Announced that the Third District is honored to support the league for Innovative Schools of the CUSD.
- Invited the residents to participate in the community cleanup event scheduled for October 22, 2022—visit: justdogood.org for additional information.
- Announced that the Howard Martin Richardson Veterans of Foreign Wars of the United States Post No. 5394 will be hosting a Health and Wellness Fair on October 22, 2022, at the Post located at 303 E. Palmer Street, Compton.
- Acknowledged that October is National Breast Cancer Awareness Month and further extended condolences to anyone who may have lost a loved one due to this disease.

Councilmember Darden offered the following communications/announcements:

- Announced that she participated in the Audit Committee meeting wherein the committee interviewed vendors who will provide the City with a fraud, waste and financial abuse hotline to make reports to the City—which is one of the recommendations of the financial Audit.
- Reported on the various committee and business meetings she attended throughout the previous week.
- Commented that she also met with the City’s Lobbyist from Sacramento.
- Announced that October is Domestic Violence Awareness/Prevention Month and noted that 1 in 4 women will experience domestic violence in their lifetime and 3 million children witness domestic violence every year.
- Thanked all the citizens for their comments and their willingness to provide assistance to the City of Compton.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif addressed the release of the Audit Findings and emphasized that the City Council and City administration is committed to diligently addressing the Audit Findings to improve the City.
- Congratulated radio personality Pat Prescott on her retirement after 21 years on the air with 94.7 the WAVE.

- Mayor Sharif thanked and commended Nicole Harper Rawlins, Kerri Harper-Howie and Black Girls Ride for an inspiring morning of breast cancer education and advocacy for the community.
- Mayor Sharif thanked and commended Debbie Buckner for bringing more awareness to the plight of women and children experiencing domestic violence and thanked her for her valiant efforts to assist these individuals.

ADJOURNMENT

On motion by Spicer, seconded by Duhart, the meeting was adjourned at 7:47 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

OCTOBER 25, 2022

The Compton City Council meeting Closed Session was called to order at 5:35 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, J. Bowers, L. Darden, Mayor E. Sharif

Council Members Absent – A. Spicer

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

INTRODUCTION OF SPECIAL GUESTS

1. POWER POINT PRESENTATION - CALIFORNIA DEPARTMENT OF INSURANCE - CALIFORNIA LOW-COST AUTO PROGRAM - Ms. Armine Sargsyan

Ms. Armine Sargsyan, California Department of Insurance, provided a power point presentation highlighting that California law requires that all drivers of vehicles within the State maintain evidence of financial responsibility. California's Low-Cost Automobile Program (CLCA) was established by the Legislature in 1999 and exists pursuant to California Insurance Code Section 11629.7 as a program designed to provide income eligible persons with liability insurance protection at affordable rates as a way to meet California's financial responsibility laws. However, too many eligible drivers remain uninsured because the costs of standard insurance premiums are beyond their financial reach.

Ms. Sargsyan further noted that effective January 1, 2015, a new law, Senate Bill 1273 passed by the Governor on September 19, 2014, provides an exception to the three-year continuously licensed requirement to allow drivers with less than 3 years verifiable driving experience to participate in the program and increased vehicle values from \$20,000 to \$25,000. For more information on the CLCA program please visit: www.mylowcostauto.com.

(Councilman Spicer in at 5:40 p.m.)

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

One (1) Potential Case, pursuant to California Government Code Section 54956.9(b)
(Closed Session held after Council Comments)

AUDIENCE COMMENTS ON CLOSED SESSION AGENDA ITEMS

There were no audience comments relative to the closed session agenda item.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Bishop L. J. Guillory invited the community to a stakeholders' meeting to discuss the two November 2022 ballot measures. Mr. Guillory further praised the unveiling of the wonderful statute commemorating and celebrating the historic meeting moment between Dr. Martin Luther King, Jr. and L. A. County Board of Supervisor Kenneth Hahn at the Compton Woodley Airport in 1961.

Annette Bosin questioned the new compost collection method for the City's recycling program and further questioned whether there is a private company picking up the recyclables and getting paid for what they pick up and questioned why the expense is going to the homeowner.

DeShawn Watkins thanked the City Council and the community for attending the free event of Comptonmania. Mr. Watkins indicated that Comptonmania was a wonderful way to bring the community together and feel the love of the residents.

Rodney Lister questioned what the citizens of the community can do to assist the City of Compton and prevent the City from being taken over by the State of California, and further indicated that the City must increase revenue, while reducing expenditures. Mr. Lister then provided further suggestions for the City and concluded by requesting that the City Council keep the citizens informed of the City's progress relative to the State Audit every step of the way.

Steve Todd spoke on behalf of the Imani Track Club and thanked the City Council for presenting the children with certificates of recognition, which was a very rewarding and monumental experience for the children.

Anthony Lewis addressed the issue that he has worked over 80 hours putting together a plan to fix Compton and will provide for Capital improvements, reducing the budget, bringing in new revenue and cutting costs. He stressed that the City must prepare for the 2028 Olympics. Mr. Lewis highlighted an issue whereby a resident was overcharged as a result of the dirt covering her water meter and added that she must be reimbursed.

Joseph Enayati, Studio 60, commented that he is committed to working with the City to get his business reopened.

Dawn Franks commented that the City should follow the guidelines and recommendations outlined in the Audit Report themselves rather than hire a consultant to do the work for \$500,000. She indicated that the City can use those funds to hire additional staff to perform the tasks. Ms. Franks concluded by suggesting that the City do away with programs such as turkey giveaways and focus on improving the City's finances.

Jackie Venters encouraged everyone to Vote "No" on the proposed November 8, 2022 ballot measures and added that the residents will be negatively affected with an increase in taxes. Ms. Venters then raised concern that nonprofit organizations are occupying City buildings and added that the Compton Chamber owes the City more than \$250,000. Ms. Venters alleged that there is fraud, cronyism and favoritism taking place in City Hall.

Crystal informed the City Council that there is a deep hole in the street in front of Walmart and there is a traffic signal that needs to be repaired on Alameda Street. Ms. Crystal further commented that crime is rampant in the City, adding that her home and cars have been vandalized on numerous occasions and further stated that the City must develop a timeless plan to address the issues plaguing the City.

Miller Martin urged the Council to employ the youth of the community to address the concerns of the City and stated that there needs to be more Compton Sheriffs ground units to patrol the City rather than patrol helicopters. Mr. Martin commented that the City Council is not accountable to the residents and then commended Councilman Bowers for his service to the community.

Margarite commented that there are 5 City Councilmembers on the Dias and asked that they encouraged the residents not to put one single Councilmember on a pedestal. Ms. Margarite indicated that she and her neighbors cleaned the Bullis Road area, and she further asked the residents to clean their own neighborhoods to improve the City.

Ms. T. Wroten stated that she is a Rosewood area resident and discussed the amount of trash and debris on the streets and further highlighted the disrepair of the streets of the community. Ms. Wroten then indicated that she is a small business owner and would like to find a building in the City wherein she can further assist the residents. Ms. Wroten urged the City Council to provide accountability to the residents.

Edwin Bolton discussed the disrepair of several streets of the community and further encouraged the City Council to provide a plan to slow down the vehicle traffic near 154th and Avalon Boulevard.

Albert Dela Mora discussed that reinstitution of the City's board, committees and commissions and noted that many residents are willing to volunteer their time to assist with City government.

Lynn Boone addressed financial mismanagement and the lack of leadership in the City of Compton and further indicated that the Councilmembers have illegally appointed other Councilmembers. Ms. Boone referenced an address in Marina Del Rey and indicated that the residents cannot expect a person to work on behalf of Compton, if they do not live in the City. Ms. Boone then spoke in opposition to the November 8, 2022 ballot measures.

Alejandra referenced an article regarding the fiscal mismanagement in Compton and questioned who is responsible and what is the plan of action to turn the City around. Ms. Alejandra raised concerns regarding the fee she paid of \$1,000 to review the plans for her proposed Assessor Dwelling Unit (ADU).

Fidel Marquez discussed his high tax bill and raised concerns that the City does not provide the residents with clean, safe water. Mr. Marquez further commented that there was a Town hall meeting which was open to the public, however, the majority of the Councilmembers did not attend. Mr. Marquez thanked Councilman Bowers for attending the meeting and addressing the needs and concerns of the community.

Irene Shandell-Taylor informed the City Council that she was exiting the 91 freeway and was caught up in an illegal vehicle street takeover which is unacceptable. Ms. Taylor urged the City Council to take action to eradicate these takeovers to avoid a disaster.

5:45 P. M. PUBLIC HEARING- PROGRAM ENVIRONMENTAL IMPACT REPORT NO 953, GENERAL PLAN AMENDMENT CASE NO. 2022-001 CHANGE OF ZONE/SPECIFIC PLAN CASE NO. 2022-001 (Item Number 5 and 6)

On motion by Spicer, seconded by Duhart, the public hearing was opened at 6:38 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, Senior Planner explained that in early 2018, the City was awarded a grant from the Metropolitan Transportation Authority (MTA). The purpose of the grant is to prepare a transit-oriented development specific plan for future development around the Compton Station platform. On September 4, 2018, the City Council accepted the grant from MTA. On July 23, 2019, the City Council authorized the City Manager to enter into a contract with The Arroyo Group to prepare the Compton Station Transit Oriented Development Specific Plan. On August 19, 2019, the project was initiated. The draft specific plan and environmental impact report were completed in August of 2022.

On September 21, 2022, the Planning Commission conducted a public hearing on the Compton TOD specific plan (Change of Zone case No. 2022-001) and voted to recommend approval to the City Council. The proposed General Plan Amendment will amend the Specific Plan Zone regulations to permit the application of the Specific Plan zone as an “overlay” zone for area specific plans that do not propose immediate development or to entitle a project.

An overlay zone is applied over the underlying base categorical zoning to provide another layer of regulation. For example, if an overlay zone is applied for the TOD specific plan, a property owner in the project area can choose to develop under the base zone such as “Limited Commercial” or under the proposed TOD specific plan overlay zone. The primary goal of the proposed overlay zoning is to provide flexibility.

Moreover, overlay zoning will permit property owners to develop or expand their property and avoid becoming “Legal Non-Conforming”, which would occur if the Specific Plan zone were immediately applied as base zoning. The proposed specific plan overlay zone will prevent this and permit the property owner to have the option to either use the base zoning of Limited Commercial, Commercial Manufacturing, Parking Residential High Density, Residential Medium Density, Parking Residential Medium Density and Residential High Density or utilize the provisions of the TOD-specific plan.

To effect the specific plan overlay zone, Specific Plan Code Section 30-54.4 will be amended to permit the application of specific plan overlay zoning.

Mr. Delgadillo further reported that the purpose of the Compton Station Transit Oriented Development Specific Plan (TOD SP) is to redevelop and redesign the downtown area around the MTA A line Compton Station and adjacent areas:

- To make the downtown area a destination where residents can live, work and recreate.
- To improve circulation for pedestrians and bicyclists in the downtown area.
- Encourage increased residential density and building height.
- Create flexible urban based development standards and design guidelines, to create outdoor public spaces for different kinds of activities and events.
- Create an active and vibrant downtown area around Willowbrook and Compton intersection.
- Encourage and facilitate the use of light rail, bus transit, and pedestrian and bicycling modes of travel.
- Reduce reliance on the use of automobiles.
- Promote and acknowledge the past and current contributions of Compton's culture, history and creativity through the Compton Walk.
- Develop more market rate and affordable housing.

The Compton Station Transit Oriented Development Specific Plan encompasses 575.5 acres and during the proposed 2022-2042, planning period is projected to accommodate up to:

- 2,178 new residential units (1,444 market-rate and 734 affordable)
- 97,000 square feet of new office/institutional space
- 150 new hotel rooms

The Compton Station Specific Plan Study Area is roughly a one half-mile area around the MTA "A" line Compton Station platform. The project plan area is bordered by Matthisen Avenue to the west, Cressey Street, Douglas Street, and Peck Street to the north, Santa Fe Avenue to the east, and Myrrh Street, Indigo Street, and Laurel Street to the south.

The proposed Zoning Change will amend the Specific Plan Zone regulations to permit the application of the Specific Plan zone as an "overlay" zone for area specific plans that do not propose immediate development or to entitle a project.

Mr. Delgadillo further noted that an overlay zone is applied over the underlying base categorical zoning to provide another layer of regulation. For example, if an overlay zone is applied for the TOD specific plan, a property owner in the project area can choose to develop under the base zone such as "Limited Commercial" or under the proposed TOD specific plan overlay zone. The primary goal of the proposed overlay zoning is to provide flexibility.

Moreover, overlay zoning will permit property owners to develop or expand their property and avoid becoming "Legal Non-Conforming", which would occur if the Specific Plan zone were immediately applied as base zoning. The proposed specific plan overlay zone will prevent this and permit the property owner to have the option to either use the base zoning of Limited Commercial, Commercial Manufacturing, Parking Residential High Density, Residential Medium Density, Parking Residential Medium Density and Residential High Density or utilize the provisions of the TOD-specific plan. To affect the specific plan overlay zone, Specific Plan code section 30-54.4 will be amended to permit the application of specific plan overlay zoning.

Philip Burns and Anton Anderson, The Arroyo Group discussed the community outreach process regarding this plan. The Arroyo Group invited residents interested in receiving additional information to visit: Nextstopcompton.org.

PUBLIC COMMENTS REGARDING THE PUBLIC HEARING

Anthony Lewis raised concerns regarding the Alameda Walk from Rosecrans south to the Artesia Bridge. Mr. Lewis indicated that there is greenway to the Artesia freeway which is an eyesore to the community.

Mr. Delgadillo discussed the proposed plans for the greenway on Compton Boulevard and other parts of the City of Compton.

T. Wroten commented that she did not hear any mention of crime studies to determine the amount of policing required to address the area.

Mr. Delgadillo indicated revenue from the property may be used to hire security personnel to monitor the area. There have also been ongoing discussions with the Compton Sheriff's Department and the Fire Department relative to addressing emergency concerns.

Edward Moses questioned whether any of the jobs from this development will be designated for the youth of the community.

Mr. Delgadillo indicated that, by law, a certain percentage of the job positions must be held by Compton residents.

Miller Martin questioned when the project will begin and further suggested that any general plan changes be voted upon by the residents.

Mr. Delgadillo replied that the project will begin approximately one month if and when it is approved.

Katrina commented that the City's focus should be on improving the infrastructure and addressing the Audit Findings, prior to adopting this plan.

Vanessa addressed the financial problems of the City and then requested that City Council upgrade and improve the Compton Fire Department and further clean up the City and improve Compton's infrastructure.

Dr. Michael Tankersley commented that in 20 years, this plan will be obsolete.

Mark Smith questioned who was included as part of the Development Committee and further questioned whether Staff had communicated with other cities who have previously approved this type of development plan.

Mr. Delgadillo reported that there are other developments of commercial property such as City Venture and Olsen Company which also build residential and commercial centers.

Albert Dela Mora questioned whether eminent domain procedures would be implemented for the project.

Mr. Delgadillo replied that eminent domain procedures would not be required for this development.

Lynn Bonne commented that this issue was a waste of time and further questioned how much Mr. Burns and Mr. Anderson will be paid.

On motion by Duhart, seconded by Darden, the public hearing was closed at 7:46 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

There was discussion among the Councilmembers, Mr. Delgadillo and the Arroyo Group centering around the community outreach relative to the proposed plan.

CONSENT AGENDA

CITY FIRE DEPARTMENT

2.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KJ CONSULTANTS TO PROVIDE FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT (\$40,000) (*Resolution removed from consideration by Staff*)

REGULAR AGENDA

NEW BUSINESS

5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT 953, MITIGATION MONITORING REPORTING PROGRAM, FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING CHANGE OF ZONE CASE NO. 2022-001, A REQUEST TO AMEND ZONING CODE SECTION 30-54 ALLOWING THE APPLICATION OF THE SPECIFIC PLAN ZONE (SP) AS AN OVERLAY ZONE FOR CERTAIN PROPERTIES WITHIN THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROJECT AREA AND ADOPTION OF THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN (First Reading)

On motion by Darden, seconded by Spicer, the Ordinance entitled ‘AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT 953, MITIGATION MONITORING REPORTING PROGRAM, FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING CHANGE OF ZONE CASE NO. 2022-001, A REQUEST TO AMEND ZONING CODE SECTION 30-54 ALLOWING THE APPLICATION OF THE SPECIFIC PLAN ZONE (SP) AS AN OVERLAY ZONE FOR CERTAIN PROPERTIES WITHIN THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROJECT AREA AND ADOPTION OF THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN’ was placed on first reading by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING GENERAL PLAN AMENDMENT CASE NO. 2022-001, A REQUEST TO AMEND THE LAND USE ELEMENT AND MAP TO CREATE THE 575.5 ACRE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN OVERLAY DISTRICT FOR THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN

On motion by Duhart, seconded by Spicer, **Resolution Number 25,740** entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING GENERAL PLAN AMENDMENT CASE NO. 2022-001, A REQUEST TO AMEND THE LAND USE ELEMENT AND MAP TO CREATE THE 575.5 ACRE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN OVERLAY DISTRICT FOR THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN’ was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE WATER DEPARTMENT'S 2022-2023 FISCAL YEAR BUDGET AND APPROVE AN APPROPRIATION FROM FUND BALANCE TO THE SPECIAL DEPARTMENT EXPENSE ACCOUNT TO REPAY THE FUNDS TO CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) GRANT FUNDS (\$11,171.00)

On motion by Duhart, seconded by Spicer, **Resolution Number 25,741** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE WATER DEPARTMENT'S 2022-2023 FISCAL YEAR BUDGET AND APPROVE AN APPROPRIATION FROM FUND BALANCE TO THE SPECIAL DEPARTMENT EXPENSE ACCOUNT TO REPAY THE FUNDS TO CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) GRANT FUNDS**’ 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

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADDING SUBCHAPTER 21-3 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER 21 (INTEGRATED WASTE MANAGEMENT) OF THE CITY OF COMPTON MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA (First Reading)

On motion by Darden, seconded by Spicer, the Ordinance entitled ‘**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADDING SUBCHAPTER 21-3 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER 21 (INTEGRATED WASTE MANAGEMENT) OF THE CITY OF COMPTON MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA**’ was placed on first reading 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:

- Announced that the 40+ Club will be hosting the West Coast Big Jump Double Dutch jump roping event on October 29, 2022 from 9:00 a.m. to 1:00 p.m. at the Compton Career Link, 700 N. Bullis Road, Compton.
- Requested that the City Manager provide an update relative to the Compton Christmas Parade as well as an explanation on navigating the City’s new website.
- Announced that the Los Angeles County Superior Court is offering opportunities for individuals wishing to serve as Civil Grand Jurors and invited those interested to visit: www.lacourt.org/forms/juror
- Requested that the City Council meeting be adjourned in memory of **Leon Mims**, father of City Treasurer Brandon Mims.

Councilmember Spicer offered the following communications/announcements:

- Invited the residents to attend his Goulding Good Time Halloween Haunt scheduled for October 28, 2022 at the Dollarhide Community Center.
- Announced that there will be a full schedule of activities for the Seniors of the community featuring Senior fitness classes, free games and other activities at the Dollarhide Community Center.
- Announced that there will be a new alcohol and drug treatment services center at the Martin Luther King Jr. Behavioral Health Center located at 12021 Wilmington Avenue, Suite 301, Los Angeles, CA.
- Commented that he is finalizing a plan to host a *meet and greet* with newly-elected Los Angeles County Sheriff Robert Luna.

Councilmember Bowers offered the following communications/announcements:

- Announced that October is Breast Cancer Awareness Month and extended his condolences to all that have lost loved ones to this horrible disease.
- Invited the residents to attend his 3rd District Town hall meeting scheduled for November 5, 2022 from 10:00 a.m. to 12:00 p.m. at Walter Tucker Park.
- Commented that he fully supports the residents' submission form for a work request to his office and encouraged the residents to notify their respective Councilmember as well whenever submitting such requests.
- Commented on the Kemp Avenue Community Town hall meeting which provided the residents with the opportunity to voice their concerns and indicated that there is a plan to repair and upgrade the City of Compton.

Councilmember Darden offered the following communications/announcements:

- Commented that the Social Security Administration has announced that benefit check amounts will rise by 8.7 percent in 2023.
- Commented on her attendance at the Audit Committee meeting and indicated that part of the duties of the committee is to select a professional company specializing in fraud reporting hotline service provider.
- Notified the City Manager that the Poinsettia Avenue Block Club as well as the residents near Bullis Road are requesting that the City install traffic calming devices in the neighborhood.
- Invited everyone to attend the 67th Annual Compton Christmas Parade and noted that the deadline to submit applications to participate is November 18, 2022.
- Requested that the City Council meeting be adjourned in memory of **Rosie Mary Gipson**, sister of Assemblyman Mike Gipson.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif expressed her gratitude to Assemblyman Mike Gipson for hosting the wonderful Healing Circle event for the community which reenforced the City's commitment to stand united to combat all forms of bigotry and racism.
- Mayor Sharif commended all the sponsors and vendors of the VFW Health and Wellness Fair which provided crucial health services and resources to the community.
- Mayor Sharif commented that she attended the unveiling of the wonderful statute commemorating and celebrating the historic meeting moment between Dr. Martin Luther King, Jr. and L. A. County Board of Supervisor Kenneth Hahn at the Compton Woodley Airport.
- Mayor Sharif commented on the Fly Compton Airshow recently held in the City and thanked everyone involved with this outstanding event which was exciting for the youth of the community to see aviators of color.
- Mayor Sharif invited the community to attend the Halloween Haunt to be held on October 28, 2022 at the Dollarhide Community Center.

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

One (1) Potential Case

Pursuant to California Government Code Section 54956.9(b)

City Attorney Eric Perrodin requested a closed session for a conference with legal counsel regarding anticipated litigation of one (1) potential case.

On motion by Spicer, seconded by Darden, the request for closed session was approved, by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – None

RECESS TO CLOSED SESSION

On motion by Darden, seconded by Duhart, the meeting was recessed to closed session 8:57 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

RECONVENE TO OPEN SESSION

On motion by Spicer, seconded by Bowers, the meeting reconvened at 9:40 p.m. by the following vote on roll call:

ROLL CALL

Council Members Present: Spicer, Bowers, Sharif

Council Members Absent: Duhart, Darden

REPORT OUT OF CLOSED SESSION

City Attorney Eric Perrodin indicated that there was no reportable action taken by the City Council during the closed session meeting.

ADJOURNMENT

On motion by Spicer, seconded by Bowers, the meeting was adjourned at 9:42 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

December 6, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COMPTON AND CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ENABLE THE DEVELOPMENT OF A 60-UNIT HOUSING PROJECT ON THAT CERTAIN LAND LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA

SUMMARY

Staff requests adoption of an Ordinance to approve a development agreement between the City of Compton and City Ventures Homebuilding, LLC related to 930 W Compton Boulevard. The already approved housing project consists of a gated 60-unit housing project composed of single-family attached condominiums, with ten of the condominiums restricted for sale to moderate income households at affordable sales prices, and open space and other improvements (the "Project").

The last remaining item for this project is to adopt a development agreement between the City and the Applicant pertaining to the Property in accordance with the development agreement terms set forth in the already approved Purchase and Sale Agreement, and includes a payment of \$400,000 to the City as part of this agreement.

BACKGROUND:

To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act (Government Code Sections 65864 through 65869.5), which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. A development agreement is a voluntary contract between a local jurisdiction and a person who owns or controls property within the jurisdiction and must comply with the requirements set forth in the Development Agreement Act.

The City of Compton (the "City") owns an approximately 2.45-acre site located at 930 W. Compton Boulevard in the City of Compton (bounded by West Compton Boulevard to the north, West 151 street to the south, South Kemp Avenue to the east, and South Dwight Avenue to the west) (the "Property"). The City and the Applicant, City Ventures Homebuilding, LLC, have entered into a Purchase and Sale Agreement dated as of April 15, 2019, as amended by the First Amendment to Purchase and Sale Agreement dated as of December 23, 2020 (as amended, the "PSA"). Pursuant to the PSA, the City agrees to convey the Property to the Applicant pursuant to and in accordance with the terms and conditions (including but not limited to, construction requirements, affordable housing requirements, and transfer restrictions) set forth in the PSA. One of the

conditions to the close of escrow is that there be an executed and effective development agreement between the City and the Applicant pertaining to the Property in accordance with the development agreement terms set forth in the PSA.

On October 19, 2022, the Planning Commission held a special meeting to consider this item. There was limited discussion on the matter, with questions centering around the sale price of the property. A motion was made to adopt the resolution, but the item was a tie of 2-2-0 (with one commissioner absent). No motion was made to deny the project. Therefore, there is no recommending resolution from the Planning Commission.

STATEMENT OF THE ISSUE:

The Development Agreement proposed between the City and the Applicant would vest the Applicant's rights to develop in accord with any approvals of the Project that have been or may be granted for a specific period of time, along with other terms. The following are some of the significant elements of the Development Agreement:

- The term of the Development Agreement is for seven years with the potential for extension for one year or more provided that the total extension period does not exceed three years (Section 5 of the Development Agreement; Government Code Section 65865.2).
- The City shall conduct annual reviews to determine whether the Applicant is acting in good faith compliance with the terms of the Development Agreement and may order a special periodic review at any time (Section 24 of the Development Agreement; Government Code Section 65865.1).
- The permitted uses of the Property, the density and intensity of use, the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes, and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property (Development Agreement Section 2; Government Code Section 65865.2).
- The Applicant shall pay to the City a Development Agreement Fee of \$400,000 at or prior to the close of escrow pursuant to the PSA (Development Agreement Section 10).

Environmental Review:

The Project, including the Development Agreement, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines. Mitigated Negative Declaration No. 951 ("MND") was prepared and made available for agency and public review and comment for a 20-day period beginning on November 16, 2021 and ending on December 5, 2021. The MND considers the potential environmental impacts that could occur as a result of the Project. Based on the analysis contained in the MND and other evidence in the record, the City Council, exercising its independent judgment, previously found that the Project will not have a significant environmental impact with the adoption of the identified mitigation measures, and adopted the MND and adopted the Mitigation Monitoring and Reporting Program which is attached to this

**Staff Report – 930 W Compton Development Agreement
December 6, 2022, page 3 of 3**

Resolution. Mitigated Negative Declaration No. 951 (MND) and Mitigation Monitoring and Reporting Program were prepared in connection with the Project, made available for public review and comment for a 20-day period commencing on November 16, 2021 and ending on December 6, 2021, and approved by the City Council on June 28, 2022.

NOTICING

Notice of the public hearing was published and mailed in accordance with Government Code Sections 65867, 65090 and 65091. Public hearing notices were sent to both owners and occupants within a 500-foot radius on October 20, 2022. Notice was also published in the Compton Bulletin on October 12, 2022. As of October 25, 2022, no other correspondence either for or against the project have been received.

FISCAL IMPACT:

The fiscal impact of this agreement will be \$400,000 in revenue to be allocated to the Equipment Rental Fund reserved for future use.

RECOMMENDATION:

Staff supports the proposed Development Agreement and would recommend that the City Council adopt the associated Ordinance to approve the proposed Development Agreement.

**THOMAS THOMAS,
CITY MANAGER**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COMPTON AND CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ENABLE THE DEVELOPMENT OF A 60-UNIT HOUSING PROJECT ON THAT CERTAIN LAND LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA

THE CITY COUNCIL OF THE CITY OF COMPTON HEREBY ORDAINS AS FOLLOWS:

Section 1. City Ventures Homebuilding, LLC, a Delaware limited liability company ("Developer"), proposes to enter into a development agreement with the City of Compton (herein, the "Development Agreement"), which is attached to this Ordinance as Exhibit "A," in connection with the development of a 60-unit housing project consisting of single-family attached townhomes, with ten of the townhomes restricted for sale to moderate income households at affordable sale prices, on that certain land located at 930 West Compton Boulevard, Compton, California, and described in the legal description on file in the City Clerk's office and incorporated herein by reference (the "Project").

Section 2. Government Code Section 65864 authorizes the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to, among other matters: ensure high quality development in accordance with comprehensive plans; provide certainty in the approval of development projects so as to avoid the waste of resources and the escalation in the cost of housing and other development to the consumer; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to conditions of approval, in order to strengthen the public planning process and encourage private participation in comprehensive planning and reduce the private and public economic costs of development.

Section 3. The Project, including this Ordinance and the Development Agreement, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.* ("CEQA"), and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*). Mitigated Negative Declaration No. 951 ("MND") was prepared and made available for agency and public review and comment for a 20-day period beginning on November 16, 2021 and ending on December 5, 2021. The MND considers the potential environmental impacts that could occur as a result of the Project. Based on the analysis contained in the MND and other evidence in the record, the City Council, exercising its independent judgment, previously found that the Project will not have a significant environmental impact with the adoption of the identified mitigation measures, and adopted the MND and adopted the Mitigation Monitoring and Reporting Program which is on file in the Community Development Department. The City Council hereby finds and determines that the Development Agreement is within the scope of the MND and there are no changes to the Project or its circumstances, or other new information that require further environmental analysis pursuant to the California Environmental Quality Act. The City Council hereby finds and determines, in light of the whole record, and in its independent judgment, that there is no substantial evidence that further environmental analysis is necessary for the Project, and the City Council hereby finds the MND as adopted by the City Council sufficient for taking action on the Development Agreement. The documents and copies of all relevant material, including the proposed Development Agreement and the MND, are on file in the Community Development Department, and can be reviewed by any interested person at 205 South Willowbrook Avenue, California 90220.

Section 4. On October 12, 2022, the Planning Commission was supposed to hold a public hearing to consider the Development Agreement. Notice of the time, place and purpose of the public hearing was duly provided in accordance with California Government Code Sections 65867, 65090, and 65091, and the City's ordinances. There was no quorum at that meeting, so the item was continued to a special meeting held on October 19, 2022. At the conclusion of the public hearing, the Planning Commission deadlocked in a tie and did not make a formal recommendation to the City Council.

Section 5. On December 6, 2022, the City Council conducted a duly noticed public hearing to consider the Development Agreement. Notice of the time, place and purpose of the public hearing were duly provided in accordance with California Government Code Sections 65867, 65090 and 65091, and the City's ordinances.

Section 6. The City Council finds that the provisions of the Development Agreement are consistent with the City of Compton General Plan and comply with its objectives and policies. The Development Agreement is consistent with and implements the objectives of the General Plan policies.

Section 7. The City Council hereby approves the Development Agreement, found on file with the City Clerk, and authorizes the City Manager to execute the Development Agreement on behalf of the City.

Section 8. No later than ten (10) days after the effective date of this Ordinance, the City Clerk shall record with the County Recorder a copy of the Development Agreement and the notice shall describe the land to which such contract applies.

Section 9. The City Clerk is hereby directed to cause a summary of this Ordinance to be published in a newspaper of general circulation published and circulated in the City in accordance with Section 36933 of the Government Code; and shall certify to the adoption of this Ordinance.

Section 10. This Ordinance shall go into effect and be in full force on the thirty-first (31st) day after its passage.

Section 11. 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
CITY OF COMPTON**

ORDINANCE NO. _____
Page 3

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RECORDING REQUESTED BY:
CITY OF COMPTON

WHEN RECORDED MAIL TO:

The City of Compton
205 South Willowbrook Avenue
Compton, California, 90220
Attn: City Clerk

Assessor's Parcel Map No.: 6161-001-902

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made by and between the CITY OF COMPTON, a California municipal corporation ("**City**"), and CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are individually referred to herein as a "Party" and collectively referred to as the "**Parties**".

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement.

A. This Agreement authorizes the development of that certain land located at 930 West Compton Boulevard, Compton, California, as described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**"), as further defined in this Agreement.

B. The Property that is the subject of this Agreement is approximately 2.457 acres in size, is referred to as Assessor's Parcel No. 6161-001-902, and is further described in Exhibit "A". Developer has acquired legal or equitable interest in the Property for the development of the Property as provided in this Agreement.

C. Developer has applied to City for approval of this mutually binding Development Agreement, pursuant to the provisions of the Development Agreement Act (as hereafter defined), and other applicable laws.

D. In anticipation of the development of the Project (as hereafter defined), Developer has received the following approvals on June 28, 2022: GENERAL PLAN AMENDMENT CASE NO. 21-001, CONDITIONAL USE PERMIT CASE NO. 21-008, CHANGE OF ZONE CASE NO. 21-003, TENTATIVE TRACT MAP NO. 82807 and MITIGATED NEGATIVE DECLARATION NO. 950.

E. The City Council has specifically considered the advantages and impacts of this Project upon the welfare of City and believes that the Project will benefit City.

F. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project in a manner consistent with City's Zoning Regulations (as hereafter defined), the Applicable Rules (as hereafter defined) and the General Plan (as hereafter defined).

G. To provide such certainty, City desires, by this Agreement, to provide Developer with assurance that Developer can proceed with development of the Project with the uses, density and other land use characteristics specified in the Project Approvals (as hereafter defined). Neither Developer nor City would enter into this Agreement, or agree to provide the public benefits and improvements described herein, without the agreement that the Project can be developed, during the term of this Agreement, with the uses, density and other land use characteristics specified in the Project Approvals.

H. City has determined that, as a result of the development of the Project in accordance with the Project Approvals (as hereafter defined) and this Agreement, substantial benefits will accrue to the public, including but not limited to the Developer's obligations set forth in Section 10 of this Agreement.

I. On October 19, 2022 pursuant to the requirements of the Development Agreement Act, the Planning Commission of the City of Compton ("**Planning Commission**") conducted a hearing on Developer's application for this Agreement. The Planning Commission did not make a recommendation after a motion to recommend adoption failed to pass by a vote of 2-2-0 (1 absent).

J. On November 1, 2022, pursuant to the requirements of the Development Agreement Act, the City Council of the City of Compton (the "**City Council**") conducted a hearing on Developer's application for this Agreement.

K. The City Council has found and determined that this Agreement is consistent with the City's General Plan and all other plans, policies, rules and regulations applicable to the Project.

L. On November 1, 2022, the City Council adopted Ordinance No. [####] approving this Agreement, and such ordinance became effective on [Month] [Date], 2022.

M. By resolution No. [####] adopted by the City Council on June 28, 2022, the City Council approved a Mitigated Negative Declaration No. 951 (MND) and Mitigation Monitoring and Reporting Program in connection with the Project, which were made available for public review and comment for a 20-day period commencing on November 16, 2021 and ending on December 6, 2021.

AGREEMENT

NOW THEREFORE, pursuant to the authority contained in the Development Agreement Act, as applied to City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein, or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as is set forth below:

(a) **“Applicable Rules”** means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of City governing the use and development of real property, including, but not limited to, City’s Zoning Regulations and building regulations, adopted as of the Effective Date (as hereafter defined). Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(b) **“Building Permit”** means a permit issued by City pursuant to Chapter 14 of the Compton Municipal Code to authorize construction of a building or other structure. “Building Permit” shall not include a demolition permit or excavation and shoring permit, but shall include a foundation permit.

(c) **“Business Days”** means any day other than a Saturday, Sunday or California or federal holiday on which banks in the City are customarily closed.

(d) **“CEQA”** means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), as it now exists or may hereafter be amended.

(e) **“Certificate of Occupancy”** means any of the following with respect to any portion of the Project (as hereafter defined): (i) a permanent Certificate of Occupancy, (ii) a temporary Certificate of Occupancy or (iii) a Certificate of Completion, if requested by Developer and issued by City, as to an improvement in which the base, core and shell have been completed, but the improvement is not ready for occupancy due to Developer’s electing to defer the completion of tenant improvements, or the interior portions of individual condominium units (e.g., kitchens, baths or finishes which are intended to be customized at a later date).

(f) **“Conditions of Approval”** shall mean the conditions of approval imposed by City upon the Project Approvals.

(g) **“Developer Fees”** shall mean those fees established, adopted, or imposed by City pursuant to Sections 66000 through 66008, of the Government Code of the State of California or the California Subdivision Map Act to offset the impact of development on City’s capital facilities. Such fees may include impact fees, linkage fees, exactions, assessments, fair share charges, or other similar impact fees imposed by City on or in connection with new development. Developer Fees do not mean or include Processing Fees.

(h) **“Development Agreement”** or “Agreement” means this Agreement.

(i) **“Development Agreement Act”** means Article 2.5 of Chapter 4 of Division I of Title 7 (Sections 65864 through 65869.5) of the California Government Code (as the same may be amended and/or re-codified from time to time).

(j) **“Development Agreement Fee”** shall mean a public benefit fee to be paid by Developer as set forth in Section 10(d) of this Agreement.

(k) **“Discretionary Action(s)”** or **“Discretionary Approval(s)”** means an action which requires the exercise of judgment, deliberation or discretion on the part of City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from a Ministerial Permit (as defined herein) or Ministerial Approval (as hereafter defined).

(l) **“Effective Date”** shall mean the date the City’s Ordinance adopting this Agreement has taken effect and the date this Agreement is recorded in the official records of the Los Angeles County Recorder, whichever date occurs first.

(m) **“General Plan”** means the General Plan of City, as it exists as of the Effective Date.

(n) **“Ministerial Permit(s),”** or **“Ministerial Approval(s)”** means a permit or approval, including, but not limited to, building permits, grading permits, zone clearances, and certificates of occupancy, which requires City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, Conditions of Approval, and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

(o) **“Mortgage”** means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property, given by Developer for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop the Project (as hereafter defined).

(p) **“Mortgagee”** means the holder of the beneficial interest under any Mortgage.

(q) **“Processing Fees”** means all processing fees and charges required by City that are applied uniformly to all construction or development related activity including, but not limited to, fees for land use applications, Building Permit applications, Building Permits, grading permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check. Processing Fees shall not mean or include Developer Fees. In addition, any and all fees payable under the current Applicable Rules shall be deemed to be included within the term “Processing Fees” and not to be included within the term “Developer Fees,” whether the same are payable upon issuance of a Building Permit, upon connection of a utility or upon issuance of a Certificate of Occupancy.

(r) **“Project”** means a 60-unit housing project consisting of single-family attached townhomes with ten of the townhomes restricted for sale to moderate income households at affordable sales prices, as modified by the Project Approvals.

(s) **“Project Approvals”** shall include, collectively, GENERAL PLAN AMENDMENT CASE NO. 21-001, CONDITIONAL USE PERMIT CASE NO. 21-008, CHANGE OF ZONE CASE NO. 21-003, TENTATIVE TRACT MAP NO. 82807 and MITIGATED

NEGATIVE DECLARATION NO. 950, approved by the City Council on June 28, 2022, and shall include any Subsequent Project Approvals (as hereafter defined). “**Property**” means the real property described in Exhibit “A”.

(t) “**Reserved Powers**” means the power and authority of City to enact regulations and/or take Discretionary Action if the same is expressly found by City to be necessary to protect residents of City, those employed in the City, or visitors to City, from a condition that is dangerous to public health or safety or if the same is required to comply with California or federal laws (whether enacted previous or subsequent to the Effective Date of this Agreement). Reserved Powers also include the power and authority of City to enact regulations that apply generally to residential and mixed use projects within the City, provided that such regulations do not impact the density, height, or square footage of the Project permitted by the Project Approvals, or change the number of affordable housing units required in the Project or the affordability level requirements for those units.

(u) “**Subsequent Land Use Regulations**” means any change in or addition to the Applicable Rules adopted after the Effective Date of this Agreement, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the Mayor, City Council, Planning Commission or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project.

(v) “**Subsequent Project Approvals**” shall mean further Discretionary Actions or Discretionary Approvals, Ministerial Permits and Ministerial Approvals required to carry out the Project as approved on June 28, 2022 including, without limitation, any subdivision, design review, or amendments to the Project Approvals. Following adoption or approval, a Subsequent Project Approval shall become a Project Approval.

(w) “**Zoning Regulations**” shall mean the official zoning regulations of City adopted as of the Effective Date of this Agreement.

2. Recitals of Premises, Purpose and Intent.

(a) State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to Conditions of Approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.”

Notwithstanding the foregoing, to ensure that City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, City accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties.

(b) The Project. Developer intends to develop the Property as described in the Project Approvals and the final plans submitted to City, subject to the Applicable Rules, the Project Approvals, and the Conditions of Approval. The Parties hereby agree that, for the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property shall be those set forth in the Project Approvals, the Applicable Rules and this Agreement, including the Conditions of Approval.

3. Property Subject to Agreement. This Agreement shall apply to all of the Property.

4. Application of Agreement. This Agreement shall apply to the development and use of the Property. Such development shall be in accordance with the Project Approvals, as the same may lawfully be amended from time to time other than by initiative, and this Agreement.

5. Term of Agreement. The initial term of this Agreement shall commence on the Effective Date, and shall continue for seven (7) years. In addition to the above, at any time, the term may be extended by Developer for one year or more provided that the total extension period does not exceed three years. An extension by Developer pursuant to the prior sentence shall be effective upon written request of Developer provided to City at least ten (10) days before the expiration of the term (including any previous extension) and a concurrent payment to City of the following amounts: for the first year of extension, Developer shall pay twenty-five thousand dollars (\$25,000), for the second year of extension, Developer shall pay fifty thousand dollars (\$50,000), and for the third year of extension, Developer shall pay seventy-five thousand dollars (\$75,000).

6. Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or if the Property will be developed. Such decisions depend upon numerous factors that are not within the control of Developer. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, (the “**Pardee Case**”) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties’ agreement, it is the Parties’ intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment during the term of this Agreement. This provision shall be broadly

construed to provide Developer the greatest amount of time and flexibility (in light of the Pardee Case and/or any other similar or distinguishing cases) as necessary or appropriate to permit Developer to complete the development of the Project irrespective of later adopted rules, regulations or initiatives which would otherwise restrict Developer's time to complete the Project.

7. Permitted Uses; Density; Building Heights and Sizes; Required Dedications. City and Developer hereby agree that the permitted uses of the Property, the density and intensity of such uses, the maximum heights and sizes of the buildings and improvements to be constructed on the Property, and the reservation and dedication of land for public purposes, if any, required in connection with the development of the Property shall be as set forth in and consistent with the Project Approvals, as they may be lawfully amended from time to time other than by initiative. Developer shall not cause or permit any use of the Property that is not permitted by the Project Approvals, and shall not cause or permit the construction of any building or improvement that exceeds the maximum density, building heights and/or building sizes set forth in or otherwise required by the Project Approvals, as they may be lawfully amended from time to time other than by initiative.

8. Developer's Rights. Developer shall have and is hereby vested with the rights, during the term of this Agreement, to develop the Project as set forth in the Project Approvals, as they may be lawfully amended from time to time other than by initiative, all of which are hereby incorporated in this Agreement by reference. Developer agrees that any proposals for subdivision of the Project site shall be through tentative subdivision maps and not by vesting tentative subdivision maps.

9. Changes in Applicable Rules.

(a) Non-Application of Changes in Applicable Rules. The adoption of any Subsequent Land Use Regulations after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Rules (other than changes in Processing Fees and taxes), including, without limitation, any changes in the General Plan or the Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), and any changes in Developer Fees (which expression "**changes in Developer Fees**" includes under this Agreement new or additional Development Fees), adopted after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project shall not be applied to the Project during the term of this Agreement unless such changes represent an exercise of City's Reserved Powers. Notwithstanding the foregoing, if Developer has not obtained its first Building Permit and commenced construction of the Project within five (5) years of the Effective Date, the Project shall be subject to all changes in Developer Fees adopted by City between the Effective Date and the commencement of the construction of the Project. Said five (5) year period for the commencement of construction shall be extended during the period of any "**Permitted Delay**" under Section 30 below which occurs after the issuance of the first Building Permit.

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time in the provisions of City's building, mechanical, plumbing, electrical regulations and similar regulations

which are based on the recommendations of a multi-state professional organization and become applicable throughout City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

(c) Changes Mandated by Federal or California Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the Project if such changes or additions are specifically mandated to be applied to developments such as the Project, irrespective of vested rights, by applicable California or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions. Where City or Developer believes that such a change or addition exists, that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement. The City's determination as to the applicability of the change or addition to California or federal laws to the Project shall be final and conclusive. However, nothing in this Agreement shall deprive Developer of the rights possessed by any other property owner, absent vested rights, to challenge the appropriateness of the application to the Project of the change or addition. In the event such changes in the law prevent or preclude compliance with one or more of the provisions of the Agreement, such provisions of the Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.

(d) Changes in Processing Fees and Taxes Under Applicable Rules. The Project shall be subject to any increase in taxes and Processing Fees imposed by City, provided that such a change is applied on a Citywide basis.

(e) California Health and Safety Regulations. Nothing in the Development Agreement shall prevent the application of health and safety regulations that become applicable to the City as a whole.

(f) Utility Undergrounding. Notwithstanding anything in this Agreement to the contrary, in no event shall Developer be required to underground the above-ground utility lines along Compton Boulevard.

10. Developer's Obligations.

(a) Conditions of Approval. Developer shall comply with the Conditions of Approval.

(b) Fees Associated with Construction. Developer agrees to pay all fees associated with the construction of the Project, including land use approvals, development fees, taxes and Processing Fees, including City plan check fees, building inspection fees, and permit fees at the rate and amount associated with such fees in effect at the time application is made for such approvals or permits. Developer will be exempt from any changes to Development Fees; during the term of this Agreement, as it may be extended.

(c) Development Agreement Fee. Developer shall pay to City a Development Agreement Fee of \$400,000 at or prior to the close of escrow pursuant to the Purchase and Sale Agreement between the City and Developer.

11. Building Permit Issuance. City shall be under no obligation to issue a Building Permit for the Project until: (i) all the fees due before issuance of a Building Permit have been fully paid or otherwise fulfilled; and (ii) any lender whose lien is prior and superior to the lien created by this Agreement or any conveyance or covenant required by this Agreement shall have agreed to subordinate its lien to the lien, conveyances and covenants created and required by this Agreement.

12. Default. Failure by City or Developer to perform any term or provision of this Agreement for a period of thirty (30) days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30)-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Notwithstanding the above, failure to make a Development Agreement Fee payment shall not constitute a default by Developer if City has presented the Payment Security provided pursuant to Section 10 and been paid the amount of the applicable portion of the Development Agreement Fee by the issuer of the Payment Security.

Subject to the foregoing, after notice and expiration of the thirty (30)-day period without cure, the notifying party, at its option, shall have all rights and remedies provided by law and/or may give notice of intent to terminate this Agreement pursuant to Government Code Section 65868 (as the same section may be amended and/or re-codified from time to time). Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65867 and 65868 (as the same sections may be amended and/or re-codified from time to time). Following consideration of the evidence presented in said review before the City Council and a determination that a default exists, the Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party. Upon any such termination, the respective rights, duties and obligations of the Parties hereto shall without further action cease as of the date of such termination (except as to duties and obligations that arose prior to the date of such termination). In no event shall monetary damages be available against City for any alleged default or breach by City. In no event shall consequential damages be available against Developer or any seller of any portion of the Property for any alleged default or breach of this Agreement.

13. Termination and Expiration. Upon the expiration of the term or termination of this Agreement, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect Developer's obligations under Section 10, nor the obligation to pay any claim of any Party hereto arising out of the provisions of this Agreement prior to the effective date of such termination. The obligations under Section 10 and the obligation to pay any claim arising before the effective date of termination shall continue after termination in perpetuity or until completed.

14. Transfers of Interests in Property or Agreement. In the event of a proposed transfer of interest in the Property or in this Agreement, or any portion thereof, by Developer, Developer agrees to provide City at least thirty (30) days' written notice of such proposed transfer and shall provide satisfactory evidence that the transferee will assume in writing through an assignment and assumption agreement all remaining obligations of Developer under this Agreement. The assignment and

assumption agreement shall be in a form satisfactory to the City Attorney. However, Developer has no obligation to obtain the consent of City to assign this Agreement to a transferee. Notwithstanding the foregoing: (i) the terms, covenants and conditions of this Agreement shall be binding upon any transferee whether or not such an assignment and assumption agreement is signed by the assignee upon acquiring the Property; and (ii) no such transfer shall relieve Developer (transferor) of any obligations under this Agreement.

15. Mortgagee Protection.

(a) In General. The provisions of this Agreement shall not prevent or limit Developer's right to encumber the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to such portion. City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation or modification. City shall not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not, in City's sole determination, diminish City's benefits from this Agreement. Any Mortgagee shall be entitled to the rights and privileges set forth in this Section.

(b) Notice of Default to Mortgagee. If a Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, City shall exercise its best efforts to provide to such Mortgagee written notification from City of any failure or default by Developer in the performance of Developer's obligations under this Agreement, which notification shall be provided to such Mortgagee at such time as such notification is delivered to Developer.

(c) Right of Mortgagee to Cure. Any Mortgagee shall have the right, but not the obligation, to cure any failure or default by Developer during the cure period allowed Developer under this Agreement, plus an additional sixty (60) days in order to cure such failure or default. It is necessary for the Mortgagee to obtain possession of the property such as by seeking the appointment of a receiver or other legal process. Any Mortgagee that undertakes to cure or attempt to cure any such failure or default shall provide written notice to City that it is undertaking efforts of such a nature, provided that no initiation of any such efforts by a Mortgagee shall obligate such Mortgagee to complete or succeed in any such curative efforts.

(d) Liability for Past Defaults or Obligations. Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof pursuant to foreclosure, eviction or otherwise, shall take such property subject to the terms of this Agreement and in no event shall any such property be released from any obligations associated with its use and development under the provisions of this Agreement. Nothing in this Section shall prevent City from exercising any remedy it may have for a default under this Agreement; provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee.

16. Binding Effect. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their

respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

17. Indemnification.

(a) Developer agrees to and shall indemnify, hold harmless, and defend, City and its respective officers, officials, members, agents, employees, and representatives ("Indemnitees"), from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Agreement; provided that Developer's indemnification obligations under this paragraph shall not apply to any of the foregoing which arises as a result of an Indemnatee's willful misconduct or gross negligence. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this Section, regardless of whether or not City prepared, supplied, or approved plans or specifications, or both. In the event of litigation, City agrees, at no cost to City, to cooperate with Developer. This indemnification, hold harmless and defense requirement shall survive the termination or expiration of this Agreement. City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend Developer and City in any such action.

(b) In the event of any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or any CEQA determination for the Project, Developer shall defend, at its own expense, the action or proceeding. In addition, Developer shall reimburse City for City's costs in defending any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or any CEQA determination and Developer shall also pay any award of costs, expenses and fees that the court having jurisdiction over such challenge makes in favor of any challenger and against City. Developer shall cooperate with City in any such defense as City may reasonably request and may not resolve such challenge without the agreement of City. In the event Developer fails or refuses to reimburse City for its cost to defend any challenge to this Agreement, the Project Approvals or any CEQA determination, City shall have the right to terminate this Agreement, subject to the notice and cure requirements of Section 12 above. In all events, City shall have the right to resolve any challenge in any manner, in its sole discretion; provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

In order to ensure compliance with this Section, within twenty (20) days after notification by City of the filing of any claim, action or proceeding to attack, set aside, void or annul this Agreement, any of the Project Approvals or the CEQA documentation prepared and adopted for the Project, Developer shall deposit with City cash or other security in the amount of one-hundred thousand dollars (\$100,000), satisfactory in form to the City Attorney, guaranteeing indemnification or reimbursement to City of all costs related to any action triggering the obligations of this Section. If City is required to draw on that cash or security to indemnify or reimburse itself for such costs, Developer shall restore the deposit to its original amount within fifteen (15) days after notice from

City. Additionally, if at any time the City Attorney determines that an additional deposit or additional security up to an additional fifty thousand dollars (\$50,000) is necessary to secure the obligations of this Section, Developer shall provide such additional security within fifteen (15) days of notice from the City Attorney. City shall promptly notify Developer of any claim, action or proceeding within the scope of this Section. City shall cooperate fully in the defense of any such claim or action, but shall have the right to resolve any challenge, in any manner, in its sole discretion; provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

18. Relationship of the Parties. The Parties acknowledge and agree that Developer is not acting as an agent, joint venturer or partner of City, but each is, in fact, an independent contractual party and not in any way under the control or direction of City except as is expressly provided to the contrary in this Agreement.

19. Recordation. The City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles no later than ten (10) days after the effective date of the ordinance approving this Agreement. Developer shall reimburse City for all costs of such recording, if any.

20. No Third Party Beneficiaries. The only signatories to this Agreement are City and Developer. There are no third party beneficiaries, and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever other than the successors in interest of the signatories.

21. Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsman, but in accordance with its fair meaning.

22. Certificate of Compliance. At any time during the term of this Agreement, any Mortgagee or other party may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other party within ten (10) Business Days of receipt of the written request therefor.

23. Consideration. City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to City and to Developer pursuant to this Agreement as more particularly set forth in the Recitals and Section 2 of this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

24. Periodic Reviews.

(a) Annual Reviews. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement and Government

Code Section 65865.1. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by Developer. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews.

(b) Special Reviews. In addition, the City Council of City may order a special periodic review of Developer's compliance with this Agreement at any time. The cost of such special reviews shall be borne by City, unless such a special review demonstrates that Developer is not acting in good faith compliance with the provisions of this Agreement. In such cases, Developer shall reimburse City for all costs, direct and indirect, incurred in conjunction with such a special review.

(c) Procedure for Review. City's Director of Community Development (the "**Community Development Director**") shall conduct the review contemplated by this Section to ascertain whether Developer has complied in good faith with the terms and conditions of this Agreement during the period for which the review is conducted. The Community Development Director shall give Developer written notice that any such review has been commenced and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide to the Community Development Director such information as Developer deems relevant to such review. In addition, upon the written request of the Community Development Director, Developer shall furnish such documents or other information as requested by the Community Development Director.

(d) Result of Review. If following such a review, the Community Development Director finds good faith compliance by Developer with the terms and conditions of this Agreement, the Community Development Director shall issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Agreement through the period of such review. Such certificate shall be in recordable form and shall contain such information as may be necessary to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record such certificate of compliance in the Official Records of the County of Los Angeles.

If, following such a review, the Community Development Director finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the Community Development Director shall specify in writing the respects in which Developer has failed to so comply. The Community Development Director shall provide Developer with written notice of such noncompliance as provided in Section 12, and City may follow the default procedures as set forth in Section 12.

(e) Effect on Default. Nothing in this Section shall be interpreted to prevent City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section, or from terminating this Agreement pursuant to the provisions of Section 12 following any event of default by Developer.

25. Future Litigation Expenses.

(a) Payment of Prevailing Party. If City or Developer brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, third-party claim or arbitration proceeding) by reason of default, breach, tortious act, or act or omission, arising out of this Agreement, the prevailing party in such action or proceeding shall

be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees.

(b) Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

(c) Headings. The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "**include**," "**including**" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation."

26. Amendment. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

(i) City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement; and the amendment or termination shall be accomplished in the manner provided under California law for the enactment of Development Agreement amendments.

(ii) Except as may be otherwise agreed to by the Parties, no amendment of this Agreement shall be required in connection with the issuance of any Subsequent Project Approval. Any Subsequent Project Approval issued after the Effective Date of this Agreement automatically shall be incorporated into this Agreement and vested hereby.

27. Alterations. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the Parties hereto with the same formality as this Agreement, and made in the manner required by the Development Agreement Act.

28. Waiver. The failure of either Party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official or officer on behalf of such Party.

29. Severability. If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement, or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except that if any provision of Section 10 is held invalid or unenforceable before approval of a tentative subdivision map

for the Project, then this entire Agreement shall be void and unenforceable and of no further force and effect.

30. Force Majeure. Performance by any Party of its obligations hereunder (other than for payment of money) shall be excused during any period of “**Permitted Delay**,” which Permitted Delay shall mean and include delay caused by an event beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) that prevents the Party from fulfilling the obligations for which it seeks excuse including without limitation all of the following to the extent that they prevent the Party claiming delay from fulfilling the obligation from which it seeks to be excused: acts of God; civil commotion; riots; strikes; picketing or other labor disputes; shortages of materials or supplies; damage to work in progress by reason of fire, floods, earthquake or other casualties; failure, delay or inability of the other Party to act; terrorism, and litigation brought by a third party attacking the validity of this Agreement, the Project Approvals or the related CEQA determination.

31. Notices. All notices, disclosures, demands, acknowledgments, statements, requests, responses and other communications (each, a “**Communication**”) to be given under this Agreement shall be in writing, signed by a signatory hereto (or an officer, agent or attorney of such party) giving such Communication, and shall be deemed effective (i) upon receipt if hand delivered or sent by overnight courier service; or (ii) upon delivery or the date of refusal if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To Developer: City Ventures Homebuilding, LLC
 Attn: Ryan Aeh, Vice President of Land Acquisitions
 3121 Michelson Drive, Suite 150
 Irvine, California 92612

To City: Thomas Thomas, City Manager
 City of Compton
 205 South Willowbrook Avenue
 Compton, California 90220

With a copy to: Eric J. Perrodin, City Attorney
 City of Compton
 205 South Willowbrook Avenue
 Compton, California 90220

Any signatory hereto may from time to time, by notice given to the other signatories hereto pursuant to the terms of this Section, change the address to which communications to such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

32. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of California.

33. Time is of the Essence. Time is of the essence of this Agreement and every term or performance hereunder.

34. Exhibits. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference.

35. Entire Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. Compliance With Law. Notwithstanding any provision of this Agreement, the Parties agree to comply with all federal, State and local laws and to act in good faith and reasonably in carrying out the terms of this Agreement.

38. Authorization. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the ____ day of _____, 2022.

CITY OF COMPTON,
a California municipal corporation

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

Emma Sharif,
Mayor of the City of Compton, California

By: City Ventures Communities, LLC, a
Delaware limited liability company, its sole
member

Name: _____

ATTEST:

Alita Goodwin
City Clerk

APPROVED AS TO FORM:

Eric J. Perrodin
City Attorney

APPROVED AS TO CONTENT:

Thomas Thomas
City Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Compton, County of Los Angeles, State of California, described as follows:

THE NORTHERLY 223.5 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF LOT "G" OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 70 FEET THEREOF.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED TO THE CITY OF COMPTON, RECORDED OCTOBER 1, 1948 IN BOOK 28405 PAGE 79, OFFICIAL RECORDS, AS INSTRUMENT NO. 1844, AS DESCRIBED IN PARCELS 1 AND 2 BELOW:

PARCEL 1:

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

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT "G" (SAID NORTHERLY LINE BEARS NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST), DISTANT THEREON 592.62 FEET EASTERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT "G"; THENCE SOUTH 13 DEGREES 19 MINUTES 40 SECONDS EAST, A DISTANCE OF 223.80 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 40 SECONDS WEST, A DISTANCE OF 30 FEET; THENCE NORTH 13 DEGREES 19 MINUTES 40 SECONDS WEST TO THE NORTHERLY LINE OF SAID LOT "G"; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID LOT "G" TO THE POINT OF BEGINNING TO BE KNOWN AS KEMP STREET.

PARCEL 2:

THE WESTERLY 27 FEET OF THE NORTHERLY 223.50 FEET OF THE NORTHWEST QUARTER OF LOT "G" OF TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TO BE KNOWN AS DWIGHT STREET. EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT RIGHT OF SURFACE ENTRY, WHICH RIGHT IS RESERVED IN THE DEED FROM ROBERT L. HOROWITZ AND ELEANOR HOROWITZ, HIS WIFE, CLARENCE K. HOROWITZ AND ROSALIE H. HOROWITZ, HIS WIFE, AND

FREDRICK G. HOROWITZ AND BARBARA J. HOROWITZ; HIS WIFE, RECORDED MARCH 3, 1970 AS INSTRUMENT NO. 215.

APN: 6161-001-902



MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR THE CONCORD RESIDENTIAL PROJECT

1. **Project Case Number(s):** Development Agreement
General Plan Amendment
Change of Zone
Conditional Use Permit
Tentative Tract Map 82807
Undergrounding Exemption
Possible Mature Street Tree Removal
2. **Project Title:** Concord Residential Project (the “Project”)
3. **Lead Agency:** City of Compton
Robert Degadillo, Community Development Department
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5532
rdelgadillo@comptoncity.org

4. **Project Sponsor:**

Applicant/Developer	Property Owner
Kim Prijatel Senior Vice President of Development City Ventures 3121 Michelson Drive, Suite 150 Irvine, CA 92612 (949) 258-7540 kPrijatel@cityventures.com	City Ventures 3121 Michelson Drive, Suite 150 Irvine, CA 92612 (949) 258-7555

5. **Project Location:**

The Project site is located at 930 West Compton Boulevard, bounded by West Compton Boulevard to the north, West 151st Street to the south, South Kemp Avenue to the east, and South Dwight Avenue to the west, in the City of Compton, County of Los Angeles, California, as shown in Figure A – Aerial. The site is in Township 3 South, Range 13 West, San Bernardino base and meridian, and comprises Tax Assessor parcel number 6161-001-902.

CONCORD RESIDENTIAL PROJECT

Mitigation Measures		Responsible Party	Monitoring Timing or Frequency	Type of Verification	Verification of Compliance	
					Initials	Date
AESTHETICS						
MM AES-1	Prior to building permit issuance, the developer shall ensure that the design of the buildings shall reduce the number of reflective surfaces used in the construction to minimize new sources of glare. Exterior building materials shall use earth tone light colors with low reflectance. Any bare metallic surfaces found on infrastructures such as pipes and poles shall be painted to minimize reflectance and glare.	Developer	Prior to Building Permit Issuance	Planning shall ensure that plan is reviewed and approved		
REMARKS:						
NOISE						
MM NOI-1	The windows and sliding glass doors facing the West Compton Boulevard shall require a minimum STC rating of 26 for the 1 st and 2 nd floors.	Developer	Prior to Building Permit Issuance	Planning shall verify on Plan Check set of plans		
REMARKS:						
MM NOI-2	Construction shall occur during the hours of 7:00 AM to 7:00 PM.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-3	Stationary construction noise sources such as generators or pumps should be located as far as feasibly possible from any existing adjacent residential units, as feasible.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-4	Construction staging areas should be located as far as feasibly possible from any adjacent sensitive land uses as feasible.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well		

CONCORD RESIDENTIAL PROJECT

Mitigation Measures		Responsible Party	Monitoring Timing or Frequency	Type of Verification	Verification of Compliance	
					Initials	Date
				any noise complaints shall be processed.		
REMARKS:						
MM NOI-5	During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-6	Equipment shall be maintained so that vehicles and their loads are secured from rattling and banging.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-7	Grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than track equipment), to the maximum extent feasible.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
TRANSPORTATION						
MM TRAF-1	Prior to any lane closure or detour, the developer shall submit a Construction Traffic Management Plan per the California M.U.T.C.D. for review and approval by the City Engineer. The plan shall include, but not be limited to, signing, truck routes per the City of Compton Approved Truck Route Map (Figure C-4 of the General Plan Visions 2010), and construction hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday per the Municipal	Developer	Prior to Grading Permit Issuance	Engineering and Planning will review and approve the Haul Route Plan		

CONCORD RESIDENTIAL PROJECT

Mitigation Measures		Responsible Party	Monitoring Timing or Frequency	Type of Verification	Verification of Compliance	
					Initials	Date
	Code Section 7-12. 22 – Construction or Repairing of Buildings, Pile Drivers, Hoists, Steam Shovels of the City of Compton Municipal Code.					
REMARKS:						
MM TRAF-2	Approximately six-feet of red-curb shall be painted on both sides of the driveways and Section 3B.19 of Section 405.1 of the Highway Design Manual standards shall be applied.	Developer	Prior to Occupancy	Engineering will ensure the curb has been painted		
REMARKS:						
WILDFIRE						
See MM TRAF-1						
REMARKS:						