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**COMPTON CITY COUNCIL
AGENDA
06/13/2023**

PUBLIC MEETING 5:30 PM

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

HEARING(S)

**5:35 P.M. - PUBLIC HEARING - FIREWORKS APPROVAL/DENIAL HEARING
(Item 1)**

**5:45 P.M. - PUBLIC HEARING - FOR THE CONSIDERATION OF THE
PROPOSED FISCAL YEAR 2023-24 BUDGET**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

CITY MANAGER'S REPORT

1. FIREWORKS APPROVAL/DENIAL HEARING (Action Item)
2. CREDIT CARD QUARTERLY REPORTS - (Receive and File)

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2023/2024
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONSTRUCTION OF THE CITYWIDE ROAD REPAIR SERVICES PROJECT AS COMPLETE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH THE OPTION OF TWO (2) ONE YEAR RENEWAL EXTENSIONS AND THE ESTABLISHMENT OF A PURCHASE ORDER FOR RON'S MAINTENANCE, INC. FOR CITY-WIDE CATCH BASIN CLEANING SERVICES IN THE AMOUNT OF TWO HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED FORTY DOLLARS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 6/20/2023 5:30 PM

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June 13, 2023

TO: MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: FIREWORKS APPLICATIONS (APPROVAL)

According to Compton Municipal Code Section (CMC) 22-2.3, Charitable organizations, associations, or corporations may sell safe and sane fireworks upon first obtaining a permit from the City of Compton. Organizations are selected through a random drawing conducted by the City Clerk's Office.

There were eight (8) applications submitted to operate a 2023 fireworks stand. The CMC allows for twelve (12) fireworks stand in the city. A drawing was held, according to the CMC, and the ranking results of each nonprofit that is listed below.

Section 22-2.8 of the CMC gives the City Council, sole discretion to grant or deny a permit to sell safe and sane fireworks. The criteria to make such a decision is listed in CMC section 22-2.8(a) through 22-2.8(g).

It is Staff's recommendation that the following organizations be approved for a 2023 fireworks stand, after they have passed a fire inspection by the Compton Fire Department:

1. Curry Temple C.M.E. Church
2. KDS & Associates
3. Light of the World Church
4. Light of the World Community Center
5. New Holy Trinity Baptist Church
6. Victory Outreach
7. Trinity Ministry Outreach Church
8. Dominguez Samoan Congregational Christian Church

**APPROVAL FOR FORWARDING:
VERNELL MCDANIEL
CITY CLERK**

**THOMAS THOMAS
CITY MANAGER**

Chapter 22

FIRE PREVENTION AND PROTECTION

Editor's Note: Prior ordinance history includes portions of Ordinance Nos. 856, 1021, 1155, 1412, 1429, 1444, 1522, 1524, 1534, 1727, 1728, 1880, 1893, 1908, 1914, 1969, 1974, 2033, 2058, 2074, 2138 and 2194.

§ 22-1. FIRE PREVENTION CODE.

§ 22-1.1. Title. [Ord. #2232, § 1]

This section shall be known as the "Fire Prevention Code of the City of Compton" and may be cited as such.

§ 22-1.2. Adoption of the California Fire Code. [Ord. #2232, § 2; amended 10-26-2021 by Ord. No. 2339]

That certain document known as the 2019 California Fire Code, including Appendix Chapter 4, and Appendices B, BB, C, CC, and H, is hereby adopted by reference as the Fire Prevention Code of the City of Compton and shall

- a. Regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and
- b. Provide for the issuance of permits and collection of fees therefor.

Editor's Note: See Chapter 15, Construction Codes, for provisions regarding conflicting provisions, penalties and civil remedies.

§ 22-1.3. Amendments. [Ord. #2232, § 3; amended 10-26-2021 by Ord. No. 2339]

[Reserved for future amendments]

§ 22-2. FIREWORKS.

§ 22-2.1. Definitions. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

Whenever used in this section, unless a different meaning clearly appears from the context, the words set out in this section shall have the following meaning:

CODE — Means the Compton Municipal Code.

DANGEROUS FIREWORKS — Means any fireworks specified as such in the State Fireworks Law, currently the California Health and Safety Code Sections 12500 et seq. and such other fireworks as may be determined to be dangerous by the State Fire Marshal. The regulation of "dangerous fireworks" pursuant to this section is not intended to amend, repeal, or replace state law but to provide an alternative remedy for the City to enforce existing laws and regulations.

DISCHARGE — Means the act of lighting, exploding, igniting, setting-off, discharging, projecting, firing or using fireworks.

INFLAMMABLE LIQUID — Means and include any liquid whose flash point is 100° F., or less.

PERSON — Means any individual, person, partnership, firm, corporation, organization, association, entity or any combination thereof.

PUBLIC DISPLAY OF FIREWORKS — Means an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of dangerous fireworks.

PYROTECHNIC OPERATOR — Means any licensed pyrotechnic operator, who by examination, experience, and training, has demonstrated the required skill and ability in the use and discharge of fireworks as authorized by the

license granted.

SAFE AND SANE FIREWORKS — Means any fireworks not designated as "dangerous fireworks" and includes those fireworks which are defined in Sections 12529 and 12562 of the California Health and Safety Code and have been classified and registered as "safe and sane" by the State Fire Marshal.

STAND — Means any building, booth, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued.

STATE FIREWORKS LAW — Shall mean Section 12500 et. seq. of the California Health and Safety Code.

§ 22-2.2. Regulation of Fireworks. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

- a. It shall be unlawful for any person to do any of the following:
 - 1. Manufacture, possess, or sell any dangerous fireworks; or
 - 2. Discharge any dangerous fireworks at any place or time within the City of Compton; or
 - 3. Sell or discharge any safe and sane fireworks, except as provided in this section.
- b. Dates and hours of sale and use.
 - 1. Except in years in which the sale of safe and sane fireworks is suspended pursuant to legislative action by the City Council, safe and sane fireworks may be sold and/or displayed within the City of Compton between the hours of 9:00 a.m. and 10:00 p.m. during the period between June 30th and July 4th of each year.
 - 2. Safe and sane fireworks may be possessed during the period from June 30th to 10:00 p.m. on July 4th of each year.
 - 3. No discharge or use of safe and sane fireworks is permitted in any area of the City of Compton except during the hours between 12:00 p.m. and 10:00 p.m. on July 4th of each year.
 - 4. All sale, display and use of safe and sane fireworks shall be conducted pursuant to the provisions of this section.
- c. Permissible Locations for Discharge.
 - 1. The use of fireworks in the City of Compton shall be limited to private property except as may be otherwise authorized by City Council.
 - 2. Except in those areas otherwise authorized by the City Council, with the advice and approval of the Fire Chief, no fireworks shall be discharged on public, semi-public, or private open areas such as parking lots, vacant properties, or in a public street or right-of-way.
- d. Prohibitions on Discharge.
 - 1. It shall be unlawful for any person to ignite, explode, project, or otherwise discharge or use any fireworks, or permit the ignition, explosion or projection thereof, upon or over onto the property of another without his or her consent.
 - 2. It shall be unlawful for any person to ignite, explode, project, or otherwise discharge or make use of any fireworks within 10 feet of any residence dwelling or other structure used as a place of habitation by human beings.
 - 3. It shall be unlawful for any person having the care, custody or control of a minor (under 18 years old) to permit such minor to discharge, explode, fire or set off any dangerous, illegal fireworks at any time, or to permit such minor to discharge or set off any safe and sane fireworks unless such minor does so under

the direct supervision of a person over 18 years of age and during the hours and on the days permitted by this section.

4. It shall be unlawful in any year in which the City Council, by resolution, has suspended issuance of permits for the sale of safe and sane fireworks, for any person to possess, use or discharge safe and sane fireworks in the City of Compton.

§ 22-2.3. Permits Required. [Ord. #2232, § 4]

Charitable organizations, associations, or corporations (called "applicants" in subsections 22-2.4 through 22-2.10) may sell safe and sane fireworks upon first obtaining a permit from the City of Compton as provided in subsection 22-2.8 of this section.

§ 22-2.4. Random Drawing. [Ord. #2232, § 4]

- a. Organizations will be selected through a random drawing to be conducted by the City Clerk.
- b. The successful applicant shall hold the drawing for two years, providing all additional requirements are met.
- c. Any applicants failing to file all required documentation by April 1 will be disqualified for consideration. No exceptions.
- d. Applicants desiring to obtain a permit for the sale of fireworks in the City of Compton shall make an application for a permit through the City of Compton Clerk's Office not earlier than March 1st, nor later than April 1st, of the year for which a license is sought. A random drawing will be held on the second Tuesday in May at 11:00 a.m. There shall be only one licensed fireworks stand per every 8,000 residents, not to exceed 15. Those applications not meeting those requirements by the last day set forth in this subsection shall not be eligible for the lottery.
- e. Successful applicants in the random drawing shall file for a permit with the Compton Fire Department between the second Wednesday of May and the first Monday of June of the year for which a license is awarded. Upon filing for a permit with the Compton Fire Department, the fee set forth in Appendix A of this code shall be paid at that time.

§ 22-2.5. Application Fees. [Ord. #2232, § 4]

An application fee as set forth in subsection 22-2.6 shall accompany the application. A permit fee as set forth in subsection 22-2.6 shall be paid at the time the permit is obtained. The City Manager shall set uniform fees in amounts which reimburse the City of Compton for its costs of investigation and administration.

§ 22-2.6. Eligibility for Sale of Fireworks. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

- a. No permit shall be issued to any person except nonprofit organizations, associations, or corporations organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes. One permit will be issued to an organization per calendar year.
- b. Applicants shall have their principal and permanent meeting place in the City of Compton, shall have been organized and established in the City of Compton for a minimum of one year continuously proceeding the filing of the application for the permit, and shall have a bona fide membership of at least 35 members.
- c. The applicant organization shall supply the following:
 1. A membership list, including name, address and telephone number of each member. The President or Chief Executive Officer, or at least one of the officers of the applicant shall reside within the City of Compton.

2. The applicant shall provide documentation to substantiate that organization's nonprofit status.
3. A license obtained from the State Fire Marshal under California Health and Safety Code Section 12500 et seq.
4. The name, address and telephone number of the owner of the designated location of the fireworks stand. The applicant shall supply a copy of a recorded deed evidencing its ownership of the designated location, or an executed lease, rental, or license agreement evidencing that the applicant has the legal authority to locate and operate a fireworks stand at the designated location. An applicant may request that the proposed location of its stand be changed if such request is made prior to June 1st and the applicant pays the transfer fee of \$50, provides the ownership or lease documents required in this section, and timely complies with all other inspections and permitting requirements required by law for the new location.
5. Pay a nonrefundable application and permit fee as set forth in Section 22-3 (Appendix A - Fee Schedule)..
6. Upon the approval of such application, the applicant shall complete the following prior to the issuance of a permit:
 - (a) Post a \$200 deposit with the City of Compton to guarantee that all trash and debris shall be cleared from the premises of the temporary fireworks stand by the date so stipulated in paragraph n of subsection 22-2.10;
 - (b) Indemnification Requirement. The applicant shall include an Indemnification and Hold Harmless Agreement in favor of the City of Compton in substantial compliance with this section, which must be executed by every applicant prior to the issuance of any permit under this section. Pursuant to the Indemnification and Hold Harmless Agreement, the permittee shall agree to defend, indemnify, protect and hold the City, and its elected officials, officers, representatives, agents and employees harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including its own employees, agents or officers which arise from, or are connected with, or are caused or claimed to be caused by any firework stand owned by or attributable to the permittee; provided however, that the permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or sole willful misconduct of the City.
 - (c) Insurance Requirements - Stands on Public Property. The applicant shall file with the City Clerk a certificate policy of public liability insurance, naming the City of Compton, its officials, officers and employees as an "additional insured," in an amount of not less than \$500,000 combined single limit for any injury to persons and/or damage to property by reason of construction, use and maintenance of such firework stand on public property. The policy shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the City having been given 10 days prior written notice thereof by such carrier. The permittee shall provide and keep in force that policy of public liability insurance during such time as it continues to operate any firework stand under the terms of this section. If the insurance is cancelled at any time during the term of the permit, it shall be grounds for revocation of the permit. No firework stand may constructed, used or maintained until permittee provides the City with evidence of the requisite insurance, including proof on the endorsement page(s) that the City is an "additional insured."
 - (d) Successful applicants agree to submit copies of receipts for expenditures by September 1st of the operating year. The permittee shall use the net proceeds derived from its operations under the permit only for the benefit of the City of Compton and no other purpose. Failure to comply will result in a disqualification from operating a firework stand the subsequent calendar year.

§ 22-2.7. Processing of Applications. [Ord. #2232, § 4]

The Fire Chief shall cause to be investigated compliance of applications with the provisions of this code and such rules and regulations as have been promulgated thereof and shall submit to the City Clerk a report of his or her findings and his or her recommendations for or against the issuance of the permit. The City Clerk may make such further investigations, as he/she deems necessary to establish the existence or nonexistence of facts material to the application. The City Clerk shall notify the applicant of the date of the hearing on the application before the City Council.

§ 22-2.8. Granting or Denial of Permits. [Ord. #2232, § 4]

The City Council, after a hearing thereon and in its sole discretion, may grant or deny a permit to sell fireworks. The City Council shall use the following criteria for granting permits:

- a. Whether the applicant in fact complies with the eligibility requirements set forth in section;
- b. The amount of community activity of the applicant;
- c. The length of community service of the applicant;
- d. The manner in which funds have been used by the applicant for prior community services;
- e. The size of the annual budget of the applicant used in community service;
- f. Such other community activities of the applicant as the Council deems relevant; and
- g. Applicants shall be notified by the City Clerk of the acceptance or rejection of such application for a license.

§ 22-2.9. Inspections. [Ord. #2232, § 4]

- a. The applicant, by acceptance of the permit shall agree that fire officials and police officials may make inspections of the fireworks stand at any time.
- b. Prior to the final issuance of a license to sell, the applicant shall have had the proposed fireworks stand inspected by the appropriate representatives of the Compton Fire Department, and shall have received certification by the Compton Fire Department that the proposed fireworks stand complies with the applicable provisions of this code, the State Fireworks Law and all regulations promulgated pursuant thereto.

§ 22-2.10. Sales of Fireworks; Stands. [Ord. #2232, § 4]

- a. No person other than the permit holder shall operate the fireworks stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.
- b. No person other than the individuals, who are members of the permitted, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of the fireworks at such stand. No person other than those actually engaged in selling the fireworks shall occupy the interior of the stand.
- c. No person shall be paid any consideration for selling or otherwise participating in the sale of fireworks at such stand.
- d. Nothing contained in subsections 22-2.1 through 22-2.9, and in this subsection shall limit the powers granted to the Compton Fire Department and its employees under this code.
- e. No one less than 18 years of age shall sell or participate in the sale of "safe and sane fireworks."
- f. During hours of operation, the sales booth shall be staffed by no less than two qualified personnel. The licensee shall be responsible for appropriate security and safe keeping of fireworks stored overnight in

temporary fireworks stands.

- g. No fireworks shall be erected within 1/2 mile of any other stand, nor within 100 feet of any gasoline station or commercial garage, nor within 25 feet of any structure. The minimum setback from the street curbing shall be 10 feet.
- h. Fireworks stands shall be constructed entirely out of metal and shall have metal flooring attached. No fireworks stand shall have a floor area in excess of 400 square feet.
- i. All electrical wiring must be enclosed in conduits. The breaker boxes shall be GFI breakers. The manufacturer must have installed all wiring. Absolutely NO electrical wiring will be done at the stand site. All standards shall meet the approval of the Compton Building and Safety Department, prior to the beginning of sales.
- j. No generators will be allowed within 25 feet of the fireworks stand.
- k. "No Smoking" signs must be displayed on and in the fireworks stand.
- l. Firework stand in excess of 24 feet in length must have at least two exits; and each stand in excess of 40 feet in length must have at least three exits spaced equal distance apart; provided, however, that in no case shall the distance between exits exceed 24 feet.
- m. Each stand shall be provided with two, 2 1/2 gallon soda-and-acid or water pressure type fire extinguishers, underwriter approved, IN GOOD WORKING ORDER, and easily accessible for use in case of fire.
- n. No fireworks shall be distributed within the City of Compton to any retail permitted or other person prior to neither June 30th nor later than 10:00 p.m. on July 4th. Stands shall only be open between the hours of 9:00 a.m. to 10:00 p.m. No stand may be erected before June 25 and shall be removed from the temporary location by 2:00 p.m., on the 9th day of July and all unsold stock and accompanying litter shall be cleared from the location by 5:00 p.m. on July 5.

§ 22-2.11. Exceptions. [Ord. #2232, § 4]

The provisions of this section shall not prohibit any person who is a manufacturer, wholesaler, dealer, or jobber, having a permit secured pursuant to the provisions of this section, from storing or selling any kind of fireworks for direct shipment out of the City of Compton or from storing or selling at wholesale any safe and sane fireworks to permittees hereunder; or the use of torpedoes, flares, or fuses by railroad or other transportation agencies for signal purposes or illumination; or the sale or use of blank cartridges for ceremonial purposes, athletic or sport events, or military ceremonies or demonstrations; or the sale of dangerous fireworks to permittees having a permit as provided for in this section for public displays; or the use and display of fireworks of whatever nature by any person engaged in the production of motion pictures, theatricals, or operas when such use and display is a necessary part of such production.

§ 22-2.12. Public Displays. [Ord. #2232, § 4]

Any person planning to make a public display of fireworks shall first make a written application for a permit to the Chief of the Compton Fire Department or his designee at least 10 days in advance of the date of display.

It shall be the duty of the Chief of the Compton Fire Department or his designee to make an investigation and submit a report of his findings and recommendations for or against the issuance of the permit, together with his reasons thereof, to the City Council. The City Council shall have the power, in its discretion, to grant or deny the application.

§ 22-2.13. Applications for Public Displays. [Ord. #2232, § 4]

The applicant for such public display permit shall, at the time of the application, furnish proof that he carries compensation insurance for his employees, as provided by the laws of the State, and that he has filed with the City

Clerk a bond with at least two good and sufficient sureties, to be approved by the City Council, in the sum of not less than \$1,000, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from, or be caused by, such public display or fireworks or any negligence on the part of the applicant, or his agents, servants, employees, or subcontractors in the presentation thereof. If the permit is granted, the sale, possession, and use of fireworks for the public display shall be lawful for that purpose only.

§ 22-2.14. Rules and Regulations. [Ord. #2232, § 4]

The Chief of the Compton Fire Department or his designee shall adopt reasonable rules and regulations for the granting of permits for and the presentation of public displays of fireworks. Every such display shall be handled or supervised by a competent and experienced pyrotechnic operator approved by the Chief of the Compton Fire Department or his designee. All public displays of fireworks shall be of such character and so located, discharged, or fired as not to be hazardous or dangerous to persons or property.

No permit issued or authorized to be issued by the provisions of this section shall be transferable.

§ 22-2.15. Deliveries. [Ord. #2232, § 4]

No person shall transport, convey, or deliver any dangerous fireworks, except for permittees making deliveries to other permittees, or to locations for public displays of fireworks authorized by the provisions of this code, or to distributors outside the City of Compton.

§ 22-2.16. Gasoline Storage. [Ord. #2232, § 4]

No person shall sell or discharge any fireworks in any public garage or public oil station or on any premises where gasoline or other inflammable liquids are stored or dispensed, or where more than four motor vehicles are stored.

§ 22-2.17. Rubbish. [Ord. #2232, § 4]

No person shall allow any rubbish to accumulate on any premises where fireworks are stored or sold.

§ 22-2.18. Violations: Penalties and Seizure. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

Any person violating any provision of this section or knowingly or intentionally misrepresenting to any officer or employee of the City of Compton any material fact in procuring the license or permit provided for in this Code shall be guilty of a misdemeanor.

In addition thereto, any such misrepresentation or violation shall constitute grounds for the revocation of the permit by the City Council on 24 hours' notice to the permittee, or if any such violation is committed in the presence of the Chief of Police or any law enforcement officer or City employee authorized to enforce this Code, the City Manager shall be empowered, upon receiving a written and signed report thereof from any such officer or employee, to close any such sales booth or stand.

Any person authorized or enjoined to arrest or issue a citation (pursuant to Section 1-7 of this Code) any person for the violation of this section is equally authorized and enjoined to seize any fireworks, including safe and sane fireworks, the possession, display or discharge of which is by this section prohibited, in the possession or under the control of the person so arrested or cited. The seizure of such fireworks shall be maintained by the City pursuant to the regulations adopted by the State Fire Marshal.

§ 22-2.19. Wholesale Permit. [Ord. #2232, § 4]

- a. The City Council may, in its discretion, grant a wholesale permit for the possession and wholesale distribution of safe and sane fireworks within the City of Compton to any person licensed by the State Fire Marshal as a manufacturer, importer, exporter, or wholesaler of safe and sane fireworks. Any such permit shall be upon the terms and conditions provided in this code, and shall contain the provisions set forth in this code.

- b. Such wholesale permit shall, unless revoked by the City Council, be automatically reissued from year to year; provided, however, that the permittee shall annually, on or before March 31st of each year, file an application therefor in the same form as an application for the original permit, and shall pay the application fee required by subsection 22-2.21a.

§ 22-2.20. Application for Wholesale Permit. [Ord. #2232, § 4]

Any application for a wholesale permit to engage in the possession and wholesale distribution of safe and sane fireworks in the City of Compton shall conform to the following requirements:

- a. It shall be in writing, verified and accompanied by a nonrefundable application fee and a refundable fireworks stand removal deposit in amounts set forth in subsection 22-2.21a;
- b. It shall be filed with the City Clerk on or before March 31st of the year in which such permit is to be effective;
- c. It shall be accompanied by a statement that, upon issuance of a permit, the applicant will deliver to the City of Compton a products liability, public liability and property damage insurance policy or bond in the amount of not less than \$1,000,000. Such policy shall be with a corporate insurance company and in such form as shall be approved by the City Attorney, and shall name the City of Compton, its officers and employees as additional insured;
- d. It shall contain such other information as may be required by any City of Compton representative(s);
- e. It shall set forth the name, principal place of business and telephone number of the applicant, its State fireworks license number or numbers, the names and addresses of its principal partners, owners or officers, and the name, residence address and capacity of the person signing the application;
- f. It shall contain a statement that fireworks will not be furnished, sold, distributed or placed in the possession of any person or organization in the City of Compton, or for sale, use or distribution in the City of Compton, unless such person or organization holds a valid and unrevoked permit from the City of Compton to so possess, sell, use or distribute such fireworks.

§ 22-2.21. Fee Imposed Upon Distributors. [Ord. #2232, § 4]

- a. Each fireworks wholesaler or distributor providing safe and sane fireworks to organizations or persons licensed under this code shall pay an annual regulatory fee to the City of Compton in an amount established by resolution of the City Council.
- b. The fee required by this section shall be payable within five days from the date that the City Clerk notifies applicants that their permit has been approved.
- c. No fireworks wholesaler or distributor may supply, offer for sale or sell fireworks, unless and until the fee imposed by this subsection has been paid to the City of Compton and the City of Compton has issued a permit.

§ 22-2.22. Violations: Administrative Fines. [Added 6-2-2020 by Ord. No. 2321]

- a. In order to encourage and obtain compliance with the provisions of this section for the benefit and protection of the entire community, every violation of a provision of this section shall be subject to an administrative fine and/or penalty in accordance with § 1-7 of this Code.
- b. The imposition of fines related to "dangerous fireworks" under this section shall be limited to persons who possess, sell, use and/or display, or the seizure of, 25 pounds or less (gross weight) of such dangerous fireworks.
- c. Fines collected pursuant to this section related to "dangerous fireworks" shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be

deposited with, and disbursed by, the County Treasurer. However, the City shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the transportation and disposal of "dangerous fireworks" seized by the City, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the state of California, the City shall hold in trust \$250 or 25% of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the "dangerous fireworks."

- d. Every person who applies for and receives a "block party permit", or similar license or approval required by the City to close a street or otherwise reserve or use a piece of City property shall comply with all conditions imposed upon the issuance of such permit, license or approval, including but not limited to taking all reasonable efforts necessary to ensure that "dangerous fireworks" are not used at said event. A violation of this condition of such permit, license or approval shall be subject to a separate administrative fine under the provisions of this section. Likewise, any person who fails to obtain any "block party permit", license or other such approval from the City when such person is so required by the Code shall be subject to a separate administrative fine under this section as well as an additional administrative fine if "dangerous fireworks" are used at and during said event.
- e. Because of the serious threat of fire or injury posed by the use of "dangerous fireworks" that can result from persistent or repeated failures to comply with the provisions of this Code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this section imposes strict civil liability upon the owners of residential real property for all violations of this Code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

§ 22-2.23. Administrative Fines; Penalties. [Added 6-2-2020 by Ord. No. 2321]

- a. Each person who violates any provision of this Code as it relates to the possession, use, storage, sale and/or display of "dangerous fireworks" shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$1,000	\$250	\$1,250
Second	\$2,000	\$500	\$2,500
Third	\$3,000	\$1,000	\$4,000

- b. A person who fails to obtain a "block party permit", license or approval from the City when such a person is required by the Code shall be subject to administrative fine or fines under this section as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$500	\$125	\$625
Second	\$1,000	\$250	\$1,250
Third	\$1,500	\$500	\$2,000

- c. Any person who does obtain a "block party permit", license or approval from the City as required by this Code where there was a condition imposed upon the issuance of such "block party permit", license or approval requiring the person to make all reasonable efforts necessary to ensure that "dangerous fireworks" are not

used at said event and said person is said to be in violation of the permit by virtue of the fact that there were "dangerous fireworks" used at said event shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$1,500	\$375	\$1,875
Second	\$3,000	\$750	\$3,750
Third	\$5,000	\$2,000	\$7,000

- d. Each person who uses "safe and sane fireworks" on or at dates, times and/or locations other than those permitted by this ordinance shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$500	\$150	\$650
Second	\$1,000	\$300	\$1,300
Third	\$1,500	\$600	\$2,100

§ 22-3. APPENDIX "A" FEE SCHEDULE. [Ord. #2232, § 4; Ord. #2295 § 13]

Fire Permits/Plan Checks/Field Inspections/Special Activities Fees. The City Council shall, by ordinance or resolution, from time to time determine and fix the amount to be assessed as annual Fire Permit Fees.

June 13, 2023

TO: MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: FIREWORKS APPLICATIONS (APPROVAL)

According to Compton Municipal Code Section (CMC) 22-2.3, Charitable organizations, associations, or corporations may sell safe and sane fireworks upon first obtaining a permit from the City of Compton. Organizations are selected through a random drawing conducted by the City Clerk's Office.

There were eight (8) applications submitted to operate a 2023 fireworks stand. The CMC allows for twelve (12) fireworks stand in the city. A drawing was held, according to the CMC, and the ranking results of each non profit that is listed below.

Section 22-2.8 of the CMC gives the City Council, sole discretion to grant or deny a permit to sell safe and sane fireworks. The criteria to make such a decision is listed in CMC section 22-2.8(a) through 22-2.8(g).

It is Staff's recommendation that the following organizations be approved for a 2023 fireworks stand, after they have passed a fire inspection by the Compton Fire Department:

1. Curry Temple C.M.E. Church
2. KDS & Associates
3. Light of the World Church
4. Light of the World Community Center
5. New Holy Trinity Baptist Church
6. Victory Outreach
7. Trinity Ministry Outreach Church
8. Dominguez Samoan Congregational Christian Church

Vernell McDaniel
City Clerk

Chapter 22

FIRE PREVENTION AND PROTECTION

Editor's Note: Prior ordinance history includes portions of Ordinance Nos. 856, 1021, 1155, 1412, 1429, 1444, 1522, 1524, 1534, 1727, 1728, 1880, 1893, 1908, 1914, 1969, 1974, 2033, 2058, 2074, 2138 and 2194.

§ 22-1. FIRE PREVENTION CODE.

§ 22-1.1. Title. [Ord. #2232, § 1]

This section shall be known as the "Fire Prevention Code of the City of Compton" and may be cited as such.

§ 22-1.2. Adoption of the California Fire Code. [Ord. #2232, § 2; amended 10-26-2021 by Ord. No. 2339]

That certain document known as the 2019 California Fire Code, including Appendix Chapter 4, and Appendices B, BB, C, CC, and H, is hereby adopted by reference as the Fire Prevention Code of the City of Compton and shall

- a. Regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and
- b. Provide for the issuance of permits and collection of fees therefor.

Editor's Note: See Chapter 15, Construction Codes, for provisions regarding conflicting provisions, penalties and civil remedies.

§ 22-1.3. Amendments. [Ord. #2232, § 3; amended 10-26-2021 by Ord. No. 2339]

[Reserved for future amendments]

§ 22-2. FIREWORKS.

§ 22-2.1. Definitions. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

Whenever used in this section, unless a different meaning clearly appears from the context, the words set out in this section shall have the following meaning:

CODE — Means the Compton Municipal Code.

DANGEROUS FIREWORKS — Means any fireworks specified as such in the State Fireworks Law, currently the California Health and Safety Code Sections 12500 et seq. and such other fireworks as may be determined to be dangerous by the State Fire Marshal. The regulation of "dangerous fireworks" pursuant to this section is not intended to amend, repeal, or replace state law but to provide an alternative remedy for the City to enforce existing laws and regulations.

DISCHARGE — Means the act of lighting, exploding, igniting, setting-off, discharging, projecting, firing or using fireworks.

INFLAMMABLE LIQUID — Means and include any liquid whose flash point is 100° F., or less.

PERSON — Means any individual, person, partnership, firm, corporation, organization, association, entity or any combination thereof.

PUBLIC DISPLAY OF FIREWORKS — Means an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of dangerous fireworks.

PYROTECHNIC OPERATOR — Means any licensed pyrotechnic operator, who by examination, experience, and training, has demonstrated the required skill and ability in the use and discharge of fireworks as authorized by the

license granted.

SAFE AND SANE FIREWORKS — Means any fireworks not designated as "dangerous fireworks" and includes those fireworks which are defined in Sections 12529 and 12562 of the California Health and Safety Code and have been classified and registered as "safe and sane" by the State Fire Marshal.

STAND — Means any building, booth, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued.

STATE FIREWORKS LAW — Shall mean Section 12500 et. seq. of the California Health and Safety Code.

§ 22-2.2. Regulation of Fireworks. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

- a. It shall be unlawful for any person to do any of the following:
 - 1. Manufacture, possess, or sell any dangerous fireworks; or
 - 2. Discharge any dangerous fireworks at any place or time within the City of Compton; or
 - 3. Sell or discharge any safe and sane fireworks, except as provided in this section.
- b. Dates and hours of sale and use.
 - 1. Except in years in which the sale of safe and sane fireworks is suspended pursuant to legislative action by the City Council, safe and sane fireworks may be sold and/or displayed within the City of Compton between the hours of 9:00 a.m. and 10:00 p.m. during the period between June 30th and July 4th of each year.
 - 2. Safe and sane fireworks may be possessed during the period from June 30th to 10:00 p.m. on July 4th of each year.
 - 3. No discharge or use of safe and sane fireworks is permitted in any area of the City of Compton except during the hours between 12:00 p.m. and 10:00 p.m. on July 4th of each year.
 - 4. All sale, display and use of safe and sane fireworks shall be conducted pursuant to the provisions of this section.
- c. Permissible Locations for Discharge.
 - 1. The use of fireworks in the City of Compton shall be limited to private property except as may be otherwise authorized by City Council.
 - 2. Except in those areas otherwise authorized by the City Council, with the advice and approval of the Fire Chief, no fireworks shall be discharged on public, semi-public, or private open areas such as parking lots, vacant properties, or in a public street or right-of-way.
- d. Prohibitions on Discharge.
 - 1. It shall be unlawful for any person to ignite, explode, project, or otherwise discharge or use any fireworks, or permit the ignition, explosion or projection thereof, upon or over onto the property of another without his or her consent.
 - 2. It shall be unlawful for any person to ignite, explode, project, or otherwise discharge or make use of any fireworks within 10 feet of any residence dwelling or other structure used as a place of habitation by human beings.
 - 3. It shall be unlawful for any person having the care, custody or control of a minor (under 18 years old) to permit such minor to discharge, explode, fire or set off any dangerous, illegal fireworks at any time, or to permit such minor to discharge or set off any safe and sane fireworks unless such minor does so under

the direct supervision of a person over 18 years of age and during the hours and on the days permitted by this section.

4. It shall be unlawful in any year in which the City Council, by resolution, has suspended issuance of permits for the sale of safe and sane fireworks, for any person to possess, use or discharge safe and sane fireworks in the City of Compton.

§ 22-2.3. Permits Required. [Ord. #2232, § 4]

Charitable organizations, associations, or corporations (called "applicants" in subsections 22-2.4 through 22-2.10) may sell safe and sane fireworks upon first obtaining a permit from the City of Compton as provided in subsection 22-2.8 of this section.

§ 22-2.4. Random Drawing. [Ord. #2232, § 4]

- a. Organizations will be selected through a random drawing to be conducted by the City Clerk.
- b. The successful applicant shall hold the drawing for two years, providing all additional requirements are met.
- c. Any applicants failing to file all required documentation by April 1 will be disqualified for consideration. No exceptions.
- d. Applicants desiring to obtain a permit for the sale of fireworks in the City of Compton shall make an application for a permit through the City of Compton Clerk's Office not earlier than March 1st, nor later than April 1st, of the year for which a license is sought. A random drawing will be held on the second Tuesday in May at 11:00 a.m. There shall be only one licensed fireworks stand per every 8,000 residents, not to exceed 15. Those applications not meeting those requirements by the last day set forth in this subsection shall not be eligible for the lottery.
- e. Successful applicants in the random drawing shall file for a permit with the Compton Fire Department between the second Wednesday of May and the first Monday of June of the year for which a license is awarded. Upon filing for a permit with the Compton Fire Department, the fee set forth in Appendix A of this code shall be paid at that time.

§ 22-2.5. Application Fees. [Ord. #2232, § 4]

An application fee as set forth in subsection 22-2.6 shall accompany the application. A permit fee as set forth in subsection 22-2.6 shall be paid at the time the permit is obtained. The City Manager shall set uniform fees in amounts which reimburse the City of Compton for its costs of investigation and administration.

§ 22-2.6. Eligibility for Sale of Fireworks. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

- a. No permit shall be issued to any person except nonprofit organizations, associations, or corporations organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes. One permit will be issued to an organization per calendar year.
- b. Applicants shall have their principal and permanent meeting place in the City of Compton, shall have been organized and established in the City of Compton for a minimum of one year continuously proceeding the filing of the application for the permit, and shall have a bona fide membership of at least 35 members.
- c. The applicant organization shall supply the following:
 1. A membership list, including name, address and telephone number of each member. The President or Chief Executive Officer, or at least one of the officers of the applicant shall reside within the City of Compton.

2. The applicant shall provide documentation to substantiate that organization's nonprofit status.
3. A license obtained from the State Fire Marshal under California Health and Safety Code Section 12500 et seq.
4. The name, address and telephone number of the owner of the designated location of the fireworks stand. The applicant shall supply a copy of a recorded deed evidencing its ownership of the designated location, or an executed lease, rental, or license agreement evidencing that the applicant has the legal authority to locate and operate a fireworks stand at the designated location. An applicant may request that the proposed location of its stand be changed if such request is made prior to June 1st and the applicant pays the transfer fee of \$50, provides the ownership or lease documents required in this section, and timely complies with all other inspections and permitting requirements required by law for the new location.
5. Pay a nonrefundable application and permit fee as set forth in Section 22-3 (Appendix A - Fee Schedule)..
6. Upon the approval of such application, the applicant shall complete the following prior to the issuance of a permit:
 - (a) Post a \$200 deposit with the City of Compton to guarantee that all trash and debris shall be cleared from the premises of the temporary fireworks stand by the date so stipulated in paragraph n of subsection 22-2.10;
 - (b) Indemnification Requirement. The applicant shall include an Indemnification and Hold Harmless Agreement in favor of the City of Compton in substantial compliance with this section, which must be executed by every applicant prior to the issuance of any permit under this section. Pursuant to the Indemnification and Hold Harmless Agreement, the permittee shall agree to defend, indemnify, protect and hold the City, and its elected officials, officers, representatives, agents and employees harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including its own employees, agents or officers which arise from, or are connected with, or are caused or claimed to be caused by any firework stand owned by or attributable to the permittee; provided however, that the permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or sole willful misconduct of the City.
 - (c) Insurance Requirements - Stands on Public Property. The applicant shall file with the City Clerk a certificate policy of public liability insurance, naming the City of Compton, its officials, officers and employees as an "additional insured," in an amount of not less than \$500,000 combined single limit for any injury to persons and/or damage to property by reason of construction, use and maintenance of such firework stand on public property. The policy shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the City having been given 10 days prior written notice thereof by such carrier. The permittee shall provide and keep in force that policy of public liability insurance during such time as it continues to operate any firework stand under the terms of this section. If the insurance is cancelled at any time during the term of the permit, it shall be grounds for revocation of the permit. No firework stand may constructed, used or maintained until permittee provides the City with evidence of the requisite insurance, including proof on the endorsement page(s) that the City is an "additional insured."
 - (d) Successful applicants agree to submit copies of receipts for expenditures by September 1st of the operating year. The permittee shall use the net proceeds derived from its operations under the permit only for the benefit of the City of Compton and no other purpose. Failure to comply will result in a disqualification from operating a firework stand the subsequent calendar year.

§ 22-2.7. Processing of Applications. [Ord. #2232, § 4]

The Fire Chief shall cause to be investigated compliance of applications with the provisions of this code and such rules and regulations as have been promulgated thereof and shall submit to the City Clerk a report of his or her findings and his or her recommendations for or against the issuance of the permit. The City Clerk may make such further investigations, as he/she deems necessary to establish the existence or nonexistence of facts material to the application. The City Clerk shall notify the applicant of the date of the hearing on the application before the City Council.

§ 22-2.8. Granting or Denial of Permits. [Ord. #2232, § 4]

The City Council, after a hearing thereon and in its sole discretion, may grant or deny a permit to sell fireworks. The City Council shall use the following criteria for granting permits:

- a. Whether the applicant in fact complies with the eligibility requirements set forth in section;
- b. The amount of community activity of the applicant;
- c. The length of community service of the applicant;
- d. The manner in which funds have been used by the applicant for prior community services;
- e. The size of the annual budget of the applicant used in community service;
- f. Such other community activities of the applicant as the Council deems relevant; and
- g. Applicants shall be notified by the City Clerk of the acceptance or rejection of such application for a license.

§ 22-2.9. Inspections. [Ord. #2232, § 4]

- a. The applicant, by acceptance of the permit shall agree that fire officials and police officials may make inspections of the fireworks stand at any time.
- b. Prior to the final issuance of a license to sell, the applicant shall have had the proposed fireworks stand inspected by the appropriate representatives of the Compton Fire Department, and shall have received certification by the Compton Fire Department that the proposed fireworks stand complies with the applicable provisions of this code, the State Fireworks Law and all regulations promulgated pursuant thereto.

§ 22-2.10. Sales of Fireworks; Stands. [Ord. #2232, § 4]

- a. No person other than the permit holder shall operate the fireworks stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.
- b. No person other than the individuals, who are members of the permitted, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of the fireworks at such stand. No person other than those actually engaged in selling the fireworks shall occupy the interior of the stand.
- c. No person shall be paid any consideration for selling or otherwise participating in the sale of fireworks at such stand.
- d. Nothing contained in subsections 22-2.1 through 22-2.9, and in this subsection shall limit the powers granted to the Compton Fire Department and its employees under this code.
- e. No one less than 18 years of age shall sell or participate in the sale of "safe and sane fireworks."
- f. During hours of operation, the sales booth shall be staffed by no less than two qualified personnel. The licensee shall be responsible for appropriate security and safe keeping of fireworks stored overnight in

temporary fireworks stands.

- g. No fireworks shall be erected within 1/2 mile of any other stand, nor within 100 feet of any gasoline station or commercial garage, nor within 25 feet of any structure. The minimum setback from the street curbing shall be 10 feet.
- h. Fireworks stands shall be constructed entirely out of metal and shall have metal flooring attached. No fireworks stand shall have a floor area in excess of 400 square feet.
- i. All electrical wiring must be enclosed in conduits. The breaker boxes shall be GFI breakers. The manufacturer must have installed all wiring. Absolutely NO electrical wiring will be done at the stand site. All standards shall meet the approval of the Compton Building and Safety Department, prior to the beginning of sales.
- j. No generators will be allowed within 25 feet of the fireworks stand.
- k. "No Smoking" signs must be displayed on and in the fireworks stand.
- l. Firework stand in excess of 24 feet in length must have at least two exits; and each stand in excess of 40 feet in length must have at least three exits spaced equal distance apart; provided, however, that in no case shall the distance between exits exceed 24 feet.
- m. Each stand shall be provided with two, 2 1/2 gallon soda-and-acid or water pressure type fire extinguishers, underwriter approved, IN GOOD WORKING ORDER, and easily accessible for use in case of fire.
- n. No fireworks shall be distributed within the City of Compton to any retail permitted or other person prior to neither June 30th nor later than 10:00 p.m. on July 4th. Stands shall only be open between the hours of 9:00 a.m. to 10:00 p.m. No stand may be erected before June 25 and shall be removed from the temporary location by 2:00 p.m., on the 9th day of July and all unsold stock and accompanying litter shall be cleared from the location by 5:00 p.m. on July 5.

§ 22-2.11. Exceptions. [Ord. #2232, § 4]

The provisions of this section shall not prohibit any person who is a manufacturer, wholesaler, dealer, or jobber, having a permit secured pursuant to the provisions of this section, from storing or selling any kind of fireworks for direct shipment out of the City of Compton or from storing or selling at wholesale any safe and sane fireworks to permittees hereunder; or the use of torpedoes, flares, or fuses by railroad or other transportation agencies for signal purposes or illumination; or the sale or use of blank cartridges for ceremonial purposes, athletic or sport events, or military ceremonies or demonstrations; or the sale of dangerous fireworks to permittees having a permit as provided for in this section for public displays; or the use and display of fireworks of whatever nature by any person engaged in the production of motion pictures, theatricals, or operas when such use and display is a necessary part of such production.

§ 22-2.12. Public Displays. [Ord. #2232, § 4]

Any person planning to make a public display of fireworks shall first make a written application for a permit to the Chief of the Compton Fire Department or his designee at least 10 days in advance of the date of display.

It shall be the duty of the Chief of the Compton Fire Department or his designee to make an investigation and submit a report of his findings and recommendations for or against the issuance of the permit, together with his reasons thereof, to the City Council. The City Council shall have the power, in its discretion, to grant or deny the application.

§ 22-2.13. Applications for Public Displays. [Ord. #2232, § 4]

The applicant for such public display permit shall, at the time of the application, furnish proof that he carries compensation insurance for his employees, as provided by the laws of the State, and that he has filed with the City

Clerk a bond with at least two good and sufficient sureties, to be approved by the City Council, in the sum of not less than \$1,000, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from, or be caused by, such public display or fireworks or any negligence on the part of the applicant, or his agents, servants, employees, or subcontractors in the presentation thereof. If the permit is granted, the sale, possession, and use of fireworks for the public display shall be lawful for that purpose only.

§ 22-2.14. Rules and Regulations. [Ord. #2232, § 4]

The Chief of the Compton Fire Department or his designee shall adopt reasonable rules and regulations for the granting of permits for and the presentation of public displays of fireworks. Every such display shall be handled or supervised by a competent and experienced pyrotechnic operator approved by the Chief of the Compton Fire Department or his designee. All public displays of fireworks shall be of such character and so located, discharged, or fired as not to be hazardous or dangerous to persons or property.

No permit issued or authorized to be issued by the provisions of this section shall be transferable.

§ 22-2.15. Deliveries. [Ord. #2232, § 4]

No person shall transport, convey, or deliver any dangerous fireworks, except for permittees making deliveries to other permittees, or to locations for public displays of fireworks authorized by the provisions of this code, or to distributors outside the City of Compton.

§ 22-2.16. Gasoline Storage. [Ord. #2232, § 4]

No person shall sell or discharge any fireworks in any public garage or public oil station or on any premises where gasoline or other inflammable liquids are stored or dispensed, or where more than four motor vehicles are stored.

§ 22-2.17. Rubbish. [Ord. #2232, § 4]

No person shall allow any rubbish to accumulate on any premises where fireworks are stored or sold.

§ 22-2.18. Violations: Penalties and Seizure. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

Any person violating any provision of this section or knowingly or intentionally misrepresenting to any officer or employee of the City of Compton any material fact in procuring the license or permit provided for in this Code shall be guilty of a misdemeanor.

In addition thereto, any such misrepresentation or violation shall constitute grounds for the revocation of the permit by the City Council on 24 hours' notice to the permittee, or if any such violation is committed in the presence of the Chief of Police or any law enforcement officer or City employee authorized to enforce this Code, the City Manager shall be empowered, upon receiving a written and signed report thereof from any such officer or employee, to close any such sales booth or stand.

Any person authorized or enjoined to arrest or issue a citation (pursuant to Section 1-7 of this Code) any person for the violation of this section is equally authorized and enjoined to seize any fireworks, including safe and sane fireworks, the possession, display or discharge of which is by this section prohibited, in the possession or under the control of the person so arrested or cited. The seizure of such fireworks shall be maintained by the City pursuant to the regulations adopted by the State Fire Marshal.

§ 22-2.19. Wholesale Permit. [Ord. #2232, § 4]

- a. The City Council may, in its discretion, grant a wholesale permit for the possession and wholesale distribution of safe and sane fireworks within the City of Compton to any person licensed by the State Fire Marshal as a manufacturer, importer, exporter, or wholesaler of safe and sane fireworks. Any such permit shall be upon the terms and conditions provided in this code, and shall contain the provisions set forth in this code.

- b. Such wholesale permit shall, unless revoked by the City Council, be automatically reissued from year to year; provided, however, that the permittee shall annually, on or before March 31st of each year, file an application therefor in the same form as an application for the original permit, and shall pay the application fee required by subsection 22-2.21a.

§ 22-2.20. Application for Wholesale Permit. [Ord. #2232, § 4]

Any application for a wholesale permit to engage in the possession and wholesale distribution of safe and sane fireworks in the City of Compton shall conform to the following requirements:

- a. It shall be in writing, verified and accompanied by a nonrefundable application fee and a refundable fireworks stand removal deposit in amounts set forth in subsection 22-2.21a;
- b. It shall be filed with the City Clerk on or before March 31st of the year in which such permit is to be effective;
- c. It shall be accompanied by a statement that, upon issuance of a permit, the applicant will deliver to the City of Compton a products liability, public liability and property damage insurance policy or bond in the amount of not less than \$1,000,000. Such policy shall be with a corporate insurance company and in such form as shall be approved by the City Attorney, and shall name the City of Compton, its officers and employees as additional insured;
- d. It shall contain such other information as may be required by any City of Compton representative(s);
- e. It shall set forth the name, principal place of business and telephone number of the applicant, its State fireworks license number or numbers, the names and addresses of its principal partners, owners or officers, and the name, residence address and capacity of the person signing the application;
- f. It shall contain a statement that fireworks will not be furnished, sold, distributed or placed in the possession of any person or organization in the City of Compton, or for sale, use or distribution in the City of Compton, unless such person or organization holds a valid and unrevoked permit from the City of Compton to so possess, sell, use or distribute such fireworks.

§ 22-2.21. Fee Imposed Upon Distributors. [Ord. #2232, § 4]

- a. Each fireworks wholesaler or distributor providing safe and sane fireworks to organizations or persons licensed under this code shall pay an annual regulatory fee to the City of Compton in an amount established by resolution of the City Council.
- b. The fee required by this section shall be payable within five days from the date that the City Clerk notifies applicants that their permit has been approved.
- c. No fireworks wholesaler or distributor may supply, offer for sale or sell fireworks, unless and until the fee imposed by this subsection has been paid to the City of Compton and the City of Compton has issued a permit.

§ 22-2.22. Violations: Administrative Fines. [Added 6-2-2020 by Ord. No. 2321]

- a. In order to encourage and obtain compliance with the provisions of this section for the benefit and protection of the entire community, every violation of a provision of this section shall be subject to an administrative fine and/or penalty in accordance with § 1-7 of this Code.
- b. The imposition of fines related to "dangerous fireworks" under this section shall be limited to persons who possess, sell, use and/or display, or the seizure of, 25 pounds or less (gross weight) of such dangerous fireworks.
- c. Fines collected pursuant to this section related to "dangerous fireworks" shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be

deposited with, and disbursed by, the County Treasurer. However, the City shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the transportation and disposal of "dangerous fireworks" seized by the City, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the state of California, the City shall hold in trust \$250 or 25% of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the "dangerous fireworks."

- d. Every person who applies for and receives a "block party permit", or similar license or approval required by the City to close a street or otherwise reserve or use a piece of City property shall comply with all conditions imposed upon the issuance of such permit, license or approval, including but not limited to taking all reasonable efforts necessary to ensure that "dangerous fireworks" are not used at said event. A violation of this condition of such permit, license or approval shall be subject to a separate administrative fine under the provisions of this section. Likewise, any person who fails to obtain any "block party permit", license or other such approval from the City when such person is so required by the Code shall be subject to a separate administrative fine under this section as well as an additional administrative fine if "dangerous fireworks" are used at and during said event.
- e. Because of the serious threat of fire or injury posed by the use of "dangerous fireworks" that can result from persistent or repeated failures to comply with the provisions of this Code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this section imposes strict civil liability upon the owners of residential real property for all violations of this Code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

§ 22-2.23. Administrative Fines; Penalties. [Added 6-2-2020 by Ord. No. 2321]

- a. Each person who violates any provision of this Code as it relates to the possession, use, storage, sale and/or display of "dangerous fireworks" shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$1,000	\$250	\$1,250
Second	\$2,000	\$500	\$2,500
Third	\$3,000	\$1,000	\$4,000

- b. A person who fails to obtain a "block party permit", license or approval from the City when such a person is required by the Code shall be subject to administrative fine or fines under this section as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$500	\$125	\$625
Second	\$1,000	\$250	\$1,250
Third	\$1,500	\$500	\$2,000

- c. Any person who does obtain a "block party permit", license or approval from the City as required by this Code where there was a condition imposed upon the issuance of such "block party permit", license or approval requiring the person to make all reasonable efforts necessary to ensure that "dangerous fireworks" are not

used at said event and said person is said to be in violation of the permit by virtue of the fact that there were "dangerous fireworks" used at said event shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$1,500	\$375	\$1,875
Second	\$3,000	\$750	\$3,750
Third	\$5,000	\$2,000	\$7,000

- d. Each person who uses "safe and sane fireworks" on or at dates, times and/or locations other than those permitted by this ordinance shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$500	\$150	\$650
Second	\$1,000	\$300	\$1,300
Third	\$1,500	\$600	\$2,100

§ 22-3. APPENDIX "A" FEE SCHEDULE. [Ord. #2232, § 4; Ord. #2295 § 13]

Fire Permits/Plan Checks/Field Inspections/Special Activities Fees. The City Council shall, by ordinance or resolution, from time to time determine and fix the amount to be assessed as annual Fire Permit Fees.

City Manager's Credit Card Quarterly Report

07/2022 – 09/2022 = Q3 of 2022

10/2022 – 12/2022 = Q4 of 2022

01/2023 – 03/2023 = Q1 of 2023

September 2022

Date	Vendor	Amount	Services
9/8/2022	Starbucks Store	\$ 12.90	Coffee Purchase while City Manager was at a conference in Long Beach
9/13/2022	The Green Olive	\$ 109.46	Refreshments for Closed Session
9/14/2022	Citywide Towing	\$ 2,000.00	Impound / Storage fee for stolen city truck
9/14/2022	CBCF (Congressional Black Conference)	\$ 407.60	Registration fee - 51st Annual Legislative Conference (Washington, DC) - L. Darden
9/14/2022	CBCF (Congressional Black Conference)	\$ 407.60	Registration fee - 51st Annual Legislative Conference (Washington, DC) - E. Sharif
9/15/2022	American Airlines	\$ 330.60	Flight to attend CBCF - Ticket for L. Darden (LA to DC)
9/15/2022	United Airlines	\$ 317.60	Flight returning from CBCF - Ticket for L. Darden (DC to LA)
9/15/2022	Priceline - American Airlines	\$ 83.00	Modification to Flight for L. Darden
9/15/2022	Southwest Airline	\$ 82.02	Flight to attend CBCF - Ticket for E. Sharif (LA to DC)
9/15/2022	Alaska Airlines	\$ 378.60	Flight returning from CBCF - Ticket for E. Sharif (DC to LA)
9/15/2022	United Airlines	\$ 317.60	Flight to attend CBCF - Ticket for A. Spicer (DC to LA)
9/15/2022	Jet Blue	\$ 239.61	Flight to attend CBCF - Ticket for A. Spicer (LA to DC)
9/16/2022	Hilton Hotel	\$ 1,287.62	Hotel stay for CBCF attendee - E. Sharif
9/20/2022	Apple Spice Junction	\$ 82.61	Refreshments for Closed Session
9/27/2022	El Pollo Loco	\$ 47.90	Refreshments for Closed Session
10/2/2022	Grand Hyatt Washington	\$ 1,626.55	Hotel stay for CBCF attendee - L. Darden
		\$ 7,731.27	Total of Charges



BANK OF THE WEST
BNP PARIBAS

BANKCARD CENTER

PO BOX 4021

ALAMEDA CA 94601-0421



CITY OF COMPTON
THOMAS THOMAS
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

R109

25146



Okay to Pay

[Signature]

Payment Information	
Account Number	XXXX-XXXX-XXXX
New Balance	\$7,731.27
Minimum Payment Due	\$232.00
Payment Due Date	November 1, 2022

Please return this portion with your payment.

Amount Enclosed
Make checks payable to: \$
BankCard Center

Print change of address or phone number(s) below.

Address _____
City _____ State _____ Zip _____
Home Phone _____ Work Phone _____
Cell Phone _____
Signature _____ Date _____

Prepared For:
Account Number:
Statement for Period:

CITY OF COMPTON
XXXX-XXXX-XXXX
09/05/22 to 10/04/22

Summary of Account Activity

Previous Balance	\$0.00
Payments	\$0.00
Other Credits	\$0.00
Purchases & Other Charges	\$7,731.27
Balance Transfer / Checks	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance Total	\$7,731.27
Credit Limit	
Credit Available	
Past Due Amount	\$0.00
Amount Over Limit	\$0.00
Statement closing date	10/04/2022
Days in billing cycle	30

Payment Information	
New Balance	\$7,731.27
Minimum Payment Due	\$232.00
Payment Due Date	November 1, 2022

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$41.00 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	13 years	\$12450.00
\$285.00	3 years	\$9545.00 (Savings= \$2905.00)

If you would like information about credit counseling services, call 1-888-844-6177 or visit www.bankofthewest.com/creditcounseling.

QUESTIONS?
Call Customer Service
TTY/TDD
Lost or Stolen Card

(800) 996-2638
(800) 659-5495
(800) 996-2638

Please send billing inquiries and correspondence to
P.O. Box 2078, Omaha, NE 68103-2078

Please see reverse side for important information



BANK OF THE WEST
BNP PARIBAS

Page 1 of 3

Cardholder Name: CITY OF COMPTON Statement for Period: 09/05/22 to 10/04/22
 Account Number: XXXX-XXXX-XXXX Statement Closing Date: 10/04/22

News and Updates

Save on gas, dining and more for your business. It's easy. Just use your Bank of the West MasterCard® business card at participating top merchants and receive Easy Savings® rebates automatically. Use your card today and start saving. EasySavings.com

MasterCard Easy Savings Program Cardholder Terms & Conditions: Payment must be paid in full using an enrolled card at a participating Merchant location. Only select cards and certain transaction types are eligible. The rebate will appear on your statement after the purchase has posted to your card account, not on the receipt, and may not be reflected until the next statement. Other terms and conditions apply. For more information, visit easysavings.com

Transactions Debit = Credit

Tran Date	Post Date	Transaction Description	Reference Number	Amount	
Transaction Activity					
09-08	09-08	STARBUCKS STORE 27432 LONG BEACH CA	[REDACTED]	\$12.90	✓
09-13	09-13	THE GREEN OLIVE COMPTO COMPTON CA	[REDACTED]	\$109.46	✓
09-14	09-14	CITYWIDE TOWING LOS ANGELES CA	[REDACTED]	\$2,000.00	
09-14	09-14	CBCF* REGWUXMTXCV WASHINGTON DC	[REDACTED]	\$407.60	✓
09-14	09-14	CBCF* REG4ZZX61U WASHINGTON DC	[REDACTED]	\$407.60	✓
09-15	09-15	AMERICAN [REDACTED] NORWALK CT	[REDACTED]	\$330.60	✓
		DARDEN/LILLIE P			
		LOS ANGELES WASHINGTON			
09-15	09-15	SOUTHWEST [REDACTED] TX	[REDACTED]	\$82.02	✓
		SHARIF/EMMA			
		LOS ANGELES HOUSTON			
		HOUSTON WASHINGTON			
09-15	09-15	UNITED [REDACTED] TX	[REDACTED]	\$317.60	✓
		DARDEN/LILLIE P			
		WASHINGTON CHICAGO			
		CHICAGO LOS ANGELES			
09-15	09-15	UNITED [REDACTED]	[REDACTED]	\$317.60	✓
		SPICER/ANDRE			
		WASHINGTON CHICAGO			
		CHICAGO LOS ANGELES			
09-15	09-15	JETBLUE [REDACTED] UT	[REDACTED]	\$239.61	✓
		SPICER/ANDRE			
		LOS ANGELES BOSTON			
		BOSTON WASHINGTON			
09-15	09-15	ALASKA [REDACTED] WA	[REDACTED]	\$378.60	✓
		SHARIF/EMMA			
		WASHINGTON LOS ANGELES			
09-16	09-16	PRICELN* AMERICAN AIRLI [REDACTED] CT	[REDACTED]	\$83.00	✓
09-16	09-16	HILTON ADVPURCH [REDACTED] TN	[REDACTED]	\$1,287.62	✓
		FOLIO [REDACTED]			
09-20	09-20	APPLE SPICE JUNCTION RANCHO DOMING CA	[REDACTED]	\$82.61	✓

Transactions continued on next page...



BANK OF THE WEST
BNP PARIBAS

Page 2 of 3

Cardholder Name: CITY OF COMPTON Statement for Period: 09/05/22 to 10/04/22
 Account Number: XXXX-XXXX-XXXX Statement Closing Date: 10/04/22

Transactions (continued)

"-" = Credit

Tran Date	Post Date	Transaction Description	Reference Number	Amount
Transaction Activity (continued)				
09-27	09-27	5913 EL POLLO LOCO CA		\$47.90 ✓
10-02	10-02	GRAND HYATT WASHINGTON DC FOLIO		\$1,626.55 ✓
Fees				
TOTAL FEES FOR THIS PERIOD				\$0.00
Interest Charged				
10-04	10-04	Interest Charge on Purchases		\$0.00
10-04	10-04	Interest Charge on Cash Advances		\$0.00
TOTAL INTEREST FOR THIS PERIOD				\$0.00

2022 Year-to-Date Totals

Total fees charged in 2022	\$0.00
Total interest charged in 2022	\$0.00

Year-to-Date Totals include interest and/or fee adjustments.

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES	14.24% (v)	\$0.00	\$0.00
CASH ADVANCES	25.24% (v)	\$0.00	\$0.00
BALANCE TRANSFER	14.24% (v)	\$0.00	\$0.00

(v) = Variable Rate



BANK OF THE WEST
BNP PARIBAS

October 2022

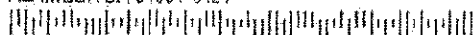
<u>Date</u>	<u>Vendor</u>	<u>Amount</u>	<u>Services</u>
10/4/2022	Panda Express	\$ 69.73	Refreshments for Closed Session - Paid for by City Manager
10/6/2022	CA. Dept of Industrial Relations	\$ 450.00	Expediting fee for elevator at Dollarhide - General Services
10/6/2022	CA. Dept of Industrial Relations	\$ 1,350.00	Expediting fee for elevator at Dollarhide - General Services
10/6/2022	CA. Dept of Industrial Relations	\$ 31.05	Convenience fee for online payment - General Services
10/6/2022	CA. Dept of Industrial Relations	\$ 10.35	Convenience fee for online payment - General Services
10/6/2022	Grand Hyatt Washington	\$ (685.12)	Credit Issued
10/11/2022	Smart & Final	\$ 84.02	Employee Meeting
10/12/2022	Smart & Final	\$ 6.09	Employee Meeting
10/12/2022	Smart & Final	\$ (5.99)	Credit Issued
10/12/2022	El Pollo Loco	\$ 72.74	Refreshments for Closed Session - Paid for by City Manager
10/13/2023	Panda Express	\$ (2.79)	Easysaving Credit
10/20/2022	Nita's Corn & Nacho	\$ 900.00	Refreshments for Halloween Event
10/24/2022	Clinical Lab of San Bernardino	\$ 7,575.00	Expediting outstanding payment for State & Federal Mandates
10/25/2022	El Pollo Loco	\$ 8.59	Refreshments for Closed Session - Paid for by City Manager
10/25/2022	Chipotle	\$ 61.52	Refreshments for Closed Session - Paid for by City Manager
11/4/2023	Late Payment	\$ 30.00	Late Payment for this time frame
11/4/2023	Interest Charges	\$ 158.62	Interest charge on purchases
		\$ 10,619.09	Total of Charges
		\$ (693.90)	Credits
		\$ 188.62	Late Fees / Interest
		\$ 278.73	Paid by City Manager (Smart & Final Charges & Interest / Late Fee)



BANK OF THE WEST BNP PARIBAS

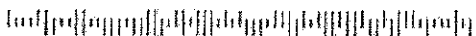
BANKCARD CENTER
PO BOX 4021

ALAMEDA CA 94501-0421



CITY OF COMPTON
THOMAS THOMAS
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

R110
25652



Payment Information

Account Number XXXX-XXXX-XXXX
New Balance \$17,845.08
Minimum Payment Due 10,595.13
Payment Due Date 12 December 1, 2022

Please return this portion with your payment.

Amount Enclosed
Make checks payable to: \$
BankCard Center

Please change of address or phone number(s) below

Address
City State Zip
Home Phone Work Phone
Cell Phone
Signature Date

Prepared For: CITY OF COMPTON
Account Number: XXXX-XXXX-XXXX
Statement for Period: 10/05/22 to 11/04/22

Summary of Account Activity

Previous Balance	\$7,731.27
Payments	\$0.00
Other Credits	\$693.90
Purchases & Other Charges	\$10,619.09
Balance Transfer / Checks	\$0.00
Cash Advances	\$0.00
Fees Charged	\$30.00
Interest Charged	\$158.82
New Balance Total	\$17,845.08
Credit Limit	
Credit Available	
Past Due Amount	\$232.00
Amount Over Limit	\$0.00
Statement closing date	11/04/2022
Days in billing cycle	31

Payment Information

New Balance \$17,845.08
Minimum Payment Due 10,595.13
Payment Due Date 12 December 1, 2022

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$41.00 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	18 years	\$30015.00
\$618.00	3 years	\$22258.00 (Savings= \$7758.00)

If you would like information about credit counseling services, call 1-888-844-6177 or visit www.bankofthewest.com/creditcounseling.

QUESTIONS?

Call Customer Service (800) 996-2638
TTY/TDD (800) 659-5495
Lost or Stolen Card (800) 996-2638

PAID BY RL
V# 10009895
PO# 23FY0417
A/C # 100A-600-000-A230
A/C # 5000-870-000-A258
Please see reverse side for important information



BANK OF THE WEST
BNP PARIBAS

Page 1 of 3

PAID

CK. NO. 264057
DATE FEB 14 2023

Cardholder Name: CITY OF COMPTON Statement for Period: 10/05/22 to 11/04/22
 Account Number: XXXX-XXXX-XXXX Statement Closing Date: 11/04/22

News and Updates

YOUR ACCOUNT IS PAST DUE. PLEASE SEND YOUR PAYMENT IMMEDIATELY TO AVOID FURTHER LATE CHARGES OR CALL US AT 1 (925) 843-7963, MONDAY-FRIDAY (8:00 AM to 5:00 PM PST).

Save on gas, dining and more for your business. It's easy. Just use your Bank of the West MasterCard® business card at participating top merchants and receive Easy Savings® rebates automatically. Use your card today and start saving. EasySavings.com

MasterCard Easy Savings Program Cardholder Terms & Conditions: Payment must be paid in full using an enrolled card at a participating Merchant location. Only select cards and certain transaction types are eligible. The rebate will appear on your statement after the purchase has posted to your card account, not on the receipt, and may not be reflected until the next statement. Other terms and conditions apply. For more information, visit easysavings.com

Transactions				"-" = Credit
Tran Date	Post Date	Transaction Description	Reference Number	Amount
Transaction Activity				
✓ 10-04	10-08	PANDA EXPRESS #14662 P 8008770088 CA	5521020M88MAGRE0X	✓ \$60.73
10-06	10-06	CA DIR DOSH [REDACTED] CA	[REDACTED]	① \$450.00
10-06	10-06	CA DIR DOSH [REDACTED] CA	[REDACTED]	✓ \$1,350.00
10-06	10-06	OPC CA DIR DOSH FE [REDACTED] AL	[REDACTED]	✓ \$31.05
10-06	10-06	OPC CA DIR DOSH FE [REDACTED] 2 AL	[REDACTED]	① \$10.35
10-06	10-06	GRAND HYATT WASHINGTON [REDACTED] CREDIT	[REDACTED]	✓ -\$686.12
10-11	10-11	SMART AND FINAL 727 COMPTON CA	[REDACTED]	✓ \$84.02
10-12	10-12	SMART AND FINAL 727 COMPTON CA	[REDACTED]	✓ \$8.09
10-12	10-12	SMART AND FINAL 727 COMPTON CA CREDIT	[REDACTED]	✓ -\$5.99
✓ 10-13	10-12	6918 EL POLLO LOGO 3106317691 CA	2524700ME00V40Y49	✓ \$72.74
10-13	10-13	RBT PANDA EXPRESS #166 EASYSAVING CREDIT	0568745ME0000MAL7	✓ \$2.70
10-20	10-20	NITA'S CORN & NACHO COMPTON CA	[REDACTED]	✓ \$900.00
10-24	10-24	CLINICAL LAB OF SAN BE [REDACTED] CA	[REDACTED]	✓ \$7,575.00
✓ 10-25	10-25	6101 EL POLLO LOGO COMPTON CA	2624700MV01PD7M86	✓ \$8.59
✓ 10-26	10-26	CHIPOTLE ONLINE 9406244900 CA	5531020MV2E0P3NSD	✓ \$81.62
Fees				
11-04	11-04	LATE PAYMENT FEE		\$30.00
		TOTAL FEES FOR THIS PERIOD		\$30.00
Interest Charged				
11-04	11-04	Interest Charge on Purchases		\$158.62
11-04	11-04	Interest Charge on Cash Advances		\$0.00
		TOTAL INTEREST FOR THIS PERIOD		\$158.62

2022 Year-to-Date Totals	
Total fees charged in 2022	\$30.00
Total interest charged in 2022	\$158.62



BANK OF THE WEST
BNP PARIBAS

Page 2 of 3

Cardholder Name:	CITY OF COMPTON	Statement for Period:	10/05/22 to 11/04/22
Account Number:	XXXX-XXXX-XXXX	Statement Closing Date:	11/04/22

Year-to-Date Totals Include Interest and/or fee adjustments.

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES	14.99% (v)	\$12,461.72	\$158.82
CASH ADVANCES	25.99% (v)	\$0.00	\$0.00
BALANCE TRANSFER	14.99% (v)	\$0.00	\$0.00
(v) = Variable Rate			



BANK OF THE WEST
BNP PARIBAS

Page 3 of 3

November 2022

<u>Date</u>	<u>Vendor</u>	<u>Amount</u>	<u>Services</u>
11/3/2022	InSite Solutions, LLC	\$2,545.95	Expediting ordering process for botts' dots - mitigating street takeovers
11/5/2022	Late Charge Refund	\$ (30.00)	
12/4/2022	Late Payment Fee	\$ 41.00	
12/4/2022	Interest Charge	\$ 261.28	
		\$2,545.95	Total of Charges
		\$ 30.00	Refunds
		\$ 302.28	Interest and Late Fees



BANK OF THE WEST
BNP PARIBAS

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ALAMEDA CA 94501-0421

CITY OF COMPTON
THOMAS THOMAS
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

R111
26053

Payment Information

Account Number XXXX-XXXX-XXXX
New Balance 2,848.23 \$20,663.31
Minimum Payment Due 2,848.23 \$1,458.00
Payment Due Date January 1, 2023

Please return this portion with your payment.

Amount Enclosed
Make checks payable to: \$
BankCard Center

Print change of address or phone number(s) below

Address
City State Zip
Home Phone Work Phone
Cell Phone
Signature Date

1-2

Prepared For: CITY OF COMPTON
Account Number: XXXX-XXXX-XXXX
Statement for Period: 11/05/22 to 12/04/22

Summary of Account Activity

Previous Balance	\$17,845.08
Payments	\$0.00
Other Credits	\$30.00
Purchases & Other Charges	\$2,545.95
Balance Transfer / Checks	\$0.00
Cash Advances	\$0.00
Fees Charged	\$41.00
Interest Charged	\$261.28
New Balance Total	\$20,663.31
Credit Limit	
Credit Available	
Past Due Amount	\$797.00
Amount Over Limit	\$0.00
Statement closing date	12/04/2022
Days in billing cycle	30

Payment Information

New Balance 2,848.23 \$20,663.31
Minimum Payment Due 2,848.23 \$1,458.00
Payment Due Date January 1, 2023

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$41.00 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	19 years	\$35661.00
\$724.00	3 years	\$26048.00 (Savings= \$9613.00)

If you would like information about credit counseling services, call 1-888-844-6177 or visit www.bankofthewest.com/creditcounseling.

QUESTIONS?

Call Customer Service
TTY/TDD
Lost or Stolen Card

(800) 996-2638
(800) 659-5495
(800) 996-2638

Please send billing inquiries and correspondence to
P.O. Box 2078, Omaha, NE 68103-2078

City of Compton
[Signature]

Please see reverse side for important information



BANK OF THE WEST
BNP PARIBAS

Page 1 of 3

Cardholder Name: CITY OF COMPTON Statement for Period: 11/05/22 to 12/04/22
 Account Number: XXXX-XXXX-XXXX Statement Closing Date: 12/04/22

News and Updates

YOUR ACCOUNT IS PAST DUE. PLEASE SEND YOUR PAYMENT IMMEDIATELY TO AVOID FURTHER LATE CHARGES OR CALL US AT 1 (925) 843-7963, MONDAY-FRIDAY (8:00 AM to 5:00 PM PST).

Save on gas, dining and more for your business. It's easy. Just use your Bank of the West MasterCard® business card at participating top merchants and receive Easy Savings® rebates automatically. Use your card today and start saving. EasySavings.com

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Transactions				Amount
Tran Date	Post Date	Transaction Description	Reference Number	Amount
Transaction Activity				
11-03	11-05	INSITE SOLUTIONS, LLC [REDACTED] NC	[REDACTED]	\$2,545.95
11-05	11-05	LATE CHARGE REFUND	[REDACTED]	-\$30.00
Fees				
12-04	12-04	LATE PAYMENT FEE		\$41.00
		TOTAL FEES FOR THIS PERIOD		\$41.00
Interest Charged				
12-04	12-04	Interest Charge on Purchases		\$261.28
12-04	12-04	Interest Charge on Cash Advances		\$0.00
		TOTAL INTEREST FOR THIS PERIOD		\$261.28

2022 Year-to-Date Totals	
Total fees charged in 2022	\$41.00
Total interest charged in 2022	\$419.90

Year-to-Date Totals include interest and/or fee adjustments.

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES	15.74% (v)	\$20,202.41	\$261.28
CASH ADVANCES	26.74% (v)	\$0.00	\$0.00
BALANCE TRANSFER	15.74% (v)	\$0.00	\$0.00
(v) = Variable Rate			



BANK OF THE WEST
BNP PARIBAS

Page 2 of 3

December 2022

Date	Vendor	Amount	Services
11/14/2022	Payment Received	\$ (7,731.27)	Received for November posted to December Statement
11/14/2022	Finance Charge Previous	\$ (68.56)	Received for November posted to December Statement
11/14/2022	Previous Cycle Late Fee	\$ (41.00)	Received for November posted to December Statement
12/5/2022	Late Fee Refund	\$ (41.00)	Credit Issued
12/10/2022	National Car Rental	\$ 191.82	Rental Vehicle for Compton Christmas Parade
12/10/2022	National Car Rental	\$ 191.82	Rental Vehicle for Compton Christmas Parade
12/10/2022	National Car Rental	\$ 191.82	Rental Vehicle for Compton Christmas Parade
12/10/2022	National Car Rental	\$ 191.82	Rental Vehicle for Compton Christmas Parade
12/10/2022	National Car Rental	\$ 172.82	Rental Vehicle for Compton Christmas Parade
12/10/2022	National Car Rental	\$ 215.70	Rental Vehicle for Compton Christmas Parade
12/10/2022	National Car Rental	\$ 191.82	Rental Vehicle for Compton Christmas Parade
12/10/2022	National Car Rental	\$ 215.70	Rental Vehicle for Compton Christmas Parade
12/10/2022	National Car Rental	\$ 191.82	Rental Vehicle for Compton Christmas Parade
12/10/2022	National Car Rental	\$ 191.82	Rental Vehicle for Compton Christmas Parade
12/13/2022	El Pollo Loco	\$ 63.99	Refreshments for Closed Session - Paid for by City Manager
12/14/2022	Party City	\$ 57.33	Decoration purchase - All Employee Meetings
12/14/2022	Smart & Final	\$ 78.62	Employee Meeting
12/14/2022	Smart & Final	\$ 191.89	Employee Meeting
12/15/2022	Ferraro's on the Hill	\$ 1,247.60	Refreshments for All Employee Meeting
12/20/2022	Panda Express	\$ 11.03	Refreshments for Closed Session - Paid for by City Manager
12/21/2022	Chipotle	\$ 52.86	Refreshments for Closed Session - Paid for by City Manager
12/27/2022	Document Division	\$ 80.00	Notarize services
1/4/2023	Interest Charges	\$ 195.91	
		\$ 3,730.28	Total of Charges
		\$ 127.88	Paid by City Manager - total for closed session refreshments
		\$ 195.91	Interest and Late Fees



CITY OF COMPTON
THOMAS THOMAS
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

26141

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

Account Number	XXXX-XXXX-XXXX
New Balance	\$13,859.00
Minimum Payment Due	392.19
Payment Due Date	February 1, 2023

Make checks payable to: BankCard Center

Page 2 of 2

Helen Fugate With Fred.

$$\lim_{n \rightarrow \infty} \left(\frac{1}{n} \sum_{k=1}^n f\left(\frac{k}{n}\right) \right) = \int_0^1 f(x) dx$$
[illegible]

12/05/22 to 01/04/23

Previous Balance	\$20,663.31
Payments	\$10,579.50
Other Credits	\$151.00
Purchases & Other Charges	\$3,730.28
Balance Transfer / Checks	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$195.91
New Balance Total	\$13,859.00
Credit Limit	
Credit Available	
Past Due Amount	\$0.00
Amount Over Limit	\$0.00
Statement closing date	01/04/2023
Days in billing cycle	31

New Balance	\$13,859.00
Minimum Payment Due	3,926.19 \$416.00
Payment Due Date	February 1, 2023

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	17 years	\$24219.00
\$485.00	3 years	\$17479.00 (Savings= \$6741.00)

If you would like information about credit counseling services, call 1-888-844-8177 or visit www.bankofthewest.com/creditcounseling

(800) 996-2638

Please send billing inquiries and correspondence to
P.O. Box 2078, Omaha, NE 68103-2078

Key to Pay

Please see reverse side for important information



Cardholder Name: CITY OF COMPTON Statement for Period: 12/05/22 to 01/04/23
 Account Number: XXXX-XXXX-XXXX Statement Closing Date: 01/04/23

News and Updates

Save on gas, dining and more for your business. It's easy. Just use your Bank of the West MasterCard® business card at participating top merchants and receive Easy Savings® rebates automatically. Use your card today and start saving. EasySavings.com

MasterCard Easy Savings Program Cardholder Terms & Conditions: Payment must be paid in full using an enrolled card at a participating Merchant location. Only select cards and certain transaction types are eligible. The rebate will appear on your statement after the purchase has posted to your card account, not on the receipt, and may not be reflected until the next statement. Other terms and conditions apply. For more information, visit easysavings.com

Transactions

"-" = Credit

Tran Date	Post Date	Transaction Description	Reference Number	Amount
Transaction Activity				
11-14	11-14	PAYMENT - THANK YOU	[REDACTED]	-\$7,731.27
11-14	11-14	*FINANCE CHARGE* PREV CYCLE PURCHASES	[REDACTED]	-\$68.56
11-14	11-14	PREVIOUS CYCLE LATE FEE	[REDACTED]	-\$41.00
12-05	12-05	LATE CHARGE REFUND	[REDACTED]	-\$41.00
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$191.82 ✓
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$191.82 ✓
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$191.82 ✓
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$191.82 ✓
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$172.82 ✓
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$215.70 ✓
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$191.82 ✓
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$215.70 ✓
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$191.82 ✓
12-10	12-10	NATIONAL CAR RENTAL INGLEWOOD CA RTRN CTY INGLEWOOD	[REDACTED]	\$191.82 ✓
12-13	12-13	5913 EL POLLO LOCO [REDACTED] CA	[REDACTED]	\$63.99 ✓
12-14	12-14	PARTY CITY 622 COMPTON CA	[REDACTED]	\$57.33 ✓
12-14	12-14	SMART AND FINAL 727 COMPTON CA	[REDACTED]	\$78.62 ✓
12-14	12-14	SMART AND FINAL 727 COMPTON CA	[REDACTED]	\$191.89 ✓
12-15	12-15	TST* FERRARO'S ON THE COMPTON CA	[REDACTED]	\$1,247.60 ✓
12-20	12-20	PANDA EXPRESS #1852 P [REDACTED] CA	[REDACTED]	\$11.03 ✓
12-21	12-21	CHIPOTLE ONLINE [REDACTED] CA	[REDACTED]	\$52.86 ✓

Transactions continued on next page...



BANK OF THE WEST
BNP PARIBAS

Page 2 of 3

Cardholder Name: CITY OF COMPTON Statement for Period: 12/05/22 to 01/04/23
 Account Number: XXXX-XXXX-X Statement Closing Date: 01/04/23

Transactions (continued)

Tran Date	Post Date	Transaction Description	Reference Number	Amount
Transaction Activity (continued)				
12-23	12-23	RBT PANDA EXPRESS #166 EASYSAVING CREDIT		-\$0.44
12-27	12-27	PP*DOCUMENTDIV COMPTON CA		\$80.00
12-27	12-27	PAYMENT - THANK YOU		-\$2,848.23
Fees				
TOTAL FEES FOR THIS PERIOD				\$0.00
Interest Charged				
01-04	01-04	Interest Charge on Purchases		\$195.91
01-04	01-04	Interest Charge on Cash Advances		\$0.00
TOTAL INTEREST FOR THIS PERIOD				\$195.91

2023 Year-to-Date Totals

Total fees charged in 2023	-\$82.00
Total interest charged in 2023	\$127.35

Year-to-Date Totals include interest and/or fee adjustments.

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES	15.74% (v)	\$14,659.43	\$195.91
CASH ADVANCES	26.74% (v)	\$0.00	\$0.00
BALANCE TRANSFER	15.74% (v)	\$0.00	\$0.00
(v) = Variable Rate			



BANK OF THE WEST
 BNP PARIBAS

January 2023

<u>Date</u>	<u>Vendor</u>	<u>Amount</u>	<u>Services</u>
1/4/2023	US Mayors	\$ 1,500.00	Registration Fee - 91st Annual Winter Conference - E.Sharif (Mayor)
1/4/2023	Ferraro's on the Hill	\$ 60.00	Refreshments for Closed Session - Paid for by City Manager
1/5/2023	Jet Blue	\$ 329.42	Roundtrip flight to attend 91st Annual Winter Conference - E. Sharif (Mayor)
1/5/2023	Western City Magazine	\$ 300.00	Recruitment advertising
1/17/2023	El Pollo Loco	\$ 8.81	Refreshments for Closed Session - Paid for by City Manager
1/18/2023	Chipotle	\$ 39.30	Refreshments for Closed Session - Paid for by City Manager
1/20/2023	Hilton Garden Inn	\$ 432.22	Hotel stay for 91st Annual Winter Conference attendee - E.Sharif
2/1/2023	Payment Received	\$ (3,926.19)	
2/4/2023	Interst Fee	\$ 215.41	
		\$ 2,669.75	Total of Charges
		\$ 108.11	Paid by City Manager - total for closed session refreshments
		\$ 215.41	Interest Fees

BANK OF THE WEST

A trade name used by BMO Harris Bank N.A.

BANKCARD CENTER

PO BOX 4021

ALAMEDA CA 94601-0421

|||||

CITY OF COMPTON

THOMAS THOMAS

205 S WILLOWBROOK AVE

COMPTON CA 90220-3134

#111

26182

|||||

Payment Information	
Account Number	XXXX-XXXX-XXXX
New Balance	\$12,817.97
Minimum Payment Due	2,885.16
Payment Due Date	March 1, 2023

Please return this portion with your payment.

Amount Enclosed
Make checks payable to: \$
BankCard Center

Print change of address or phone number(s) below.

Address

City

State

Zip

Home Phone

Work Phone

Cell Phone

Signature

Date

Prepared For:

CITY OF COMPTON

Account Number:

XXXX-XXXX-X

Statement for Period:

01/05/23 to 02/04/23

Summary of Account Activity	
Previous Balance	\$13,859.00
Payments	\$3,926.19
Other Credits	\$0.00
Purchases & Other Charges	\$2,689.75
Balance Transfer / Checks	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$215.41
New Balance Total	\$12,817.97
Credit Limit	
Credit Available	
Past Due Amount	\$0.00
Amount Over Limit	\$0.00
Statement closing date	02/04/2023
Days in billing cycle	31

Payment Information	
New Balance	\$12,817.97
Minimum Payment Due	2,885.16
Payment Due Date	March 1, 2023

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$41.00 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	17 years	\$22910.00
\$452.00	3 years	\$16277.00 (Savings= \$6633.00)

If you would like information about credit counseling services, call 1-888-844-6177 or visit www.bankofthewest.com/creditcounseling.

QUESTIONS?

Call Customer Service

(800) 996-2638

TTY/TDD

(800) 659-5495

Lost or Stolen Card

(800) 996-2638

Please send billing inquiries and correspondence to
P.O. Box 2078, Omaha, NE 68103-2078

Okay to Pay
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Page 1 of 3

BANK OF THE WEST

A trade name used by BMO Harris Bank N.A.

Cardholder Name: CITY OF COMPTON Statement for Period: 01/05/23 to 02/04/23
 Account Number: XXXX-XXXX-XXXX Statement Closing Date: 02/04/23

News and Updates

Save on gas, dining and more for your business. It's easy. Just use your Bank of the West MasterCard® business card at participating top merchants and receive Easy Savings® rebates automatically. Use your card today and start saving. EasySavings.com

MasterCard Easy Savings Program Cardholder Terms & Conditions: Payment must be paid in full using an enrolled card at a participating Merchant location. Only select cards and certain transaction types are eligible. The rebate will appear on your statement after the purchase has posted to your card account, not on the receipt, and may not be reflected until the next statement. Other terms and conditions apply. For more information, visit easy savings.com

Transactions				"-" = Credit
Trans Date	Post Date	Transaction Description	Reference Number	Amount
Transaction Activity				
01-04	01-05	USMAYORS 2020618786 DC	[REDACTED]	\$1,500.00
01-04	01-05	TST FERRARO'S ON THE COMPTON CA	[REDACTED]	\$80.00
01-05	01-05	JETBLI [REDACTED] UT	[REDACTED]	\$328.42
		SHARIF/EMMA JEAN		
		LOS ANGELES FORT LAUDERDALE		
		FORT LAUDERDALE WASHINGTON		
		WASHINGTON BOSTON		
		BOSTON LOS ANGELES		
01-05	01-05	WESTERN CITY MAGAZINE SACRAMENTO CA	[REDACTED]	\$300.00
01-17	01-17	6101 EL POLLO LOCO COMPTON CA	[REDACTED]	\$9.81
01-18	01-18	CHIPOTLE ONLINE [REDACTED] CA	[REDACTED]	\$39.90
01-20	01-20	HILTON GARDEN INN WASHINGTON DC	[REDACTED]	\$432.22
		FOLIO [REDACTED]	[REDACTED]	
02-01	02-01	PAYMENT - THANK YOU	[REDACTED]	-\$3,926.19
Fees				
		TOTAL FEES FOR THIS PERIOD		\$0.00
Interest Charged				
02-04	02-04	Interest Charge on Purchases		\$215.41
02-04	02-04	Interest Charge on Cash Advances		\$0.00
		TOTAL INTEREST FOR THIS PERIOD		\$215.41

2023 Year-to-Date Totals	
Total fees charged in 2023	-\$82.00
Total interest charged in 2023	\$342.76

Year-to-Date Totals include interest and/or fee adjustments.

Cardholder Name: CITY OF COMPTON Statement for Period: 01/05/23 to 02/04/23
 Account Number: XXXX-XXXX-XXXX Statement Closing Date: 02/04/23

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES	18.24% (v)	\$15,622.48	\$215.41
CASH ADVANCES	27.24% (v)	\$0.00	\$0.00
BALANCE TRANSFER	18.24% (v)	\$0.00	\$0.00

(v) = Variable Rate

February 2023

<u>Date</u>	<u>Vendor</u>	<u>Amount</u>	<u>Services</u>
2/7/2023	El Pollo Loco	\$ 40.75	Refreshments for Closed Session - Paid for by City Manager
2/9/2023	Zoom	\$ 14.53	Monthly Zoom Fee - HR Department
2/14/2023	Apple Spice Junction	\$ 55.06	Refreshments for Closed Session - Paid for by City Manager
2/16/2023	Tiffany's Catering	\$ 518.35	Refreshments for Black History Month Event
3/4/2023	Late Fee	\$ 30.00	
3/4/2023	Interest Charge	\$ 164.48	
		\$ 628.69	Total of Charges
		\$ 95.81	Paid by City Manager - total for closed session refreshments
		\$ 194.48	Intereste Fees & Late Charges

BANK OF THE WEST

A trade name used by BMO Harris Bank N.A.

BANKCARD CENTER

PO BOX 4021

ALAMEDA CA 94601-0421

|||||

CITY OF COMPTON
THOMAS THOMAS
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

0102
26481

|||||

Payment Information

Account Number XXXX-XXXX-XXX
New Balance \$13,841.14
Minimum Payment Due \$29.01
Payment Due Date APR April 1, 2023

Please return this portion with your payment.

Amount Enclosed
Make checks payable to: \$
BankCard Center

Print change of address or phone number(s) below

Address
City State Zip
Home Phone Work Phone
Cell Phone
Signature Date

Prepared For:
Account Number:
Statement for Period:

CITY OF COMPTON
XXXX-XXXX-XXX
02/05/23 to 03/04/23

Summary of Account Activity

Previous Balance	\$12,817.97
Payments	\$0.00
Other Credits	\$0.00
Purchases & Other Charges	\$528.69
Balance Transfer / Checks	\$0.00
Cash Advances	\$0.00
Fees Charged	\$30.00
Interest Charged	\$164.48
New Balance Total	\$13,841.14
Credit Limit	
Credit Available	
Past Due Amount	\$385.00
Amount Over Limit	\$0.00
Statement closing date	03/04/2023
Days in billing cycle	28

Payment Information

New Balance \$13,841.14
Minimum Payment Due \$29.01
Payment Due Date APR April 1, 2023

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$41.00 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	17 years	\$24367.00
\$483.00	3 years	\$17375.00 (Savings = \$6992.00)

If you would like information about credit counseling services, call 1-888-844-6177 or visit www.bankofthewest.com/creditcounseling.

QUESTIONS?

Call Customer Service
TTY/TDD
Lost or Stolen Card

(800) 996-2638
(800) 659-5495
(800) 996-2638

Please send billing inquiries and correspondence to
P.O. Box 2078, Omaha, NE 68103-2078

Okay to Pay

[Signature]

Please see reverse side for important information

BANK OF THE WEST

A trade name used by BMO Harris Bank N.A.

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DNA

Okay to Pay

A trade name used by Etho-Marin, Inc., N.A.

Cardholder Name: CITY OF COMPTON Statement for Period: 02/08/23 to 03/04/23
 Account Number: XXXX-XXXX-XXXX Statement Closing Date: 03/04/23

News and Updates

YOUR ACCOUNT IS PAST DUE. PLEASE SEND YOUR PAYMENT IMMEDIATELY TO AVOID FURTHER LATE CHARGES OR CALL US AT 1 (826) 843-7983, MONDAY-FRIDAY (8:00 AM to 5:00 PM PST).

Save on gas, dining and more for your business. It's easy. Just use your Bank of the West MasterCard® business card at participating top merchants and receive Easy Savings® rebates automatically. Use your card today and start saving. EasySavings.com

MasterCard Easy Savings Program Cardholder Terms & Conditions: Payment must be paid in full using an enrolled card at a participating Merchant location. Only select cards and certain transaction types are eligible. The rebate will appear on your statement after the purchase has posted to your card account, not on the receipt, and may not be reflected until the next statement. Other terms and conditions apply. For more information, visit easyeasings.com

Transactions

Trans Date	Post Date	Transaction Description	Reference Number	Amount
Transaction Activity				
02-07	02-07	8913 EL POLLO LOCO - 8106847801 - CA	200150017055113413	\$10.70
02-08	02-08	ZOOM.US 888-799-9888 SAN JOSE CA - HQ		\$14.53
02-14	02-14	APPLE BRICE JUNCTION - 810-3056222 - CA	05164514030803JUSF	\$55.00
02-18	02-18	SG TIFFANY'S CATERING - [REDACTED] - CA		\$518.35
Fees				
03-04	03-04	LATE PAYMENT FEE		\$30.00
		TOTAL FEES FOR THIS PERIOD		\$30.00
Interest Charged				
03-04	03-04	Interest Charge on Purchases		\$164.48
03-04	03-04	Interest Charge on Cash Advances		\$0.00
		TOTAL INTEREST FOR THIS PERIOD		\$164.48

2023 Year-to-Date Totals

Total fees charged in 2023	\$352.00
Total interest charged in 2023	\$607.24

Year-to-Date Totals include interest and/or fee adjustments.

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES	16.49% (v)	\$19,004.92	\$164.48
CASH ADVANCES	27.49% (v)	\$0.00	\$0.00
BALANCE TRANSFER	16.49% (v)	\$0.00	\$0.00
(v) = Variable Rate			

BANK OF THE WEST

A trade name used by BMO Harris Bank N.A.

March 2023

Date	Vendor	Amount	Services
3/5/2023	Zoom	\$ 17.35	Monthly Zoom Fee - HR Department
3/6/2023	Zoom	\$ 78.10	Monthly Zoom Fee - City Manager
3/13/2023	Payment	\$ (472.00)	
3/14/2023	Western City Magazine	\$ 300.00	Recruitment advertising
3/17/2023	Payment	\$ (10,810.71)	
3/17/2023	Payment Reversal	\$ 10,810.71	Administrative issue with vendor - Bank of the West Payment made on April statement
3/28/2023	Western City Magazine	\$ 300.00	Recruitment advertising
3/30/2023	Brown and Caldwell	\$ 200.00	Recruitment advertising
3/30/2023	Brown and Caldwell	\$ 200.00	Recruitment advertising
3/30/2023	Brown and Caldwell	\$ 200.00	Recruitment advertising
3/30/2023	Brown and Caldwell	\$ 200.00	Recruitment advertising
3/30/2023	Brown and Caldwell	\$ 200.00	Recruitment advertising
3/30/2023	Western City Magazine	\$ 300.00	Recruitment advertising
3/30/2023	Western City Magazine	\$ 300.00	Recruitment advertising
3/30/2023	Western City Magazine	\$ 300.00	Recruitment advertising
3/30/2023	Western City Magazine	\$ 300.00	Recruitment advertising
3/30/2023	Western City Magazine	\$ 300.00	Recruitment advertising
3/30/2023	Western City Magazine	\$ 300.00	Recruitment advertising
4/3/2023	Western City Magazine	\$ 300.00	Recruitment advertising
3/4/2023	Interest Fees	\$ 197.85	
3/27/2023	Returned Payment Fee	\$ 30.00	
		\$ 14,606.16	Total of Charges
		\$ 227.85	Interest Fees

BANK OF THE WEST

A trade name used by BMO Harris Bank N.A.

BANKCARD CENTER

PO BOX 4021

ALAMEDA CA 94601-0421

|||||

CITY OF COMPTON

THOMAS THOMAS

205 S WILLOWBROOK AVE

COMPTON CA 90220-3134

8103

27226

|||||

Payment Information

Account Number XXXX-XXXX-XXXX
New Balance \$17,192.44
Minimum Payment Due 4,023.30 \$668.00
Payment Due Date May 1, 2023

Please return this portion with your payment.

Amount Enclosed
Make checks payable to: \$
BankCard Center

Print change of address or phone number(s) below:

Address

City

State

Zip

Home Phone

Work Phone

Cell Phone

Date

Signature

Prepared For:

CITY OF COMPTON

Account Number:

XXXX-XXXX-XXXX

Statement for Period:

03/06/23 to 04/04/23

Summary of Account Activity

Previous Balance	\$13,841.14
Payments	\$11,282.71
Other Credits	\$0.00
Purchases & Other Charges	\$14,606.16
Balance Transfer / Checks	\$0.00
Cash Advances	\$0.00
Fees Charged	\$30.00
Interest Charged	\$197.85

New Balance Total \$17,192.44

Credit Limit

Credit Available

Past Due Amount \$352.00

Amount Over Limit \$0.00

Statement closing date 04/04/2023

Days in billing cycle 31

Payment Information

New Balance \$17,192.44
Minimum Payment Due 4,023.30 \$668.00
Payment Due Date May 1, 2023

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$41.00 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	19 years	\$30973.00
\$608.00	3 years	\$21901.00 (Savings= \$9072.00)

If you would like information about credit counseling services, call 1-888-844-6177 or visit www.bankofthewest.com/creditcounseling.

QUESTIONS?

Call Customer Service

TTY/TDD

Lost or Stolen Card

(800) 996-2638

(800) 650-5495

(800) 996-2638

Please send billing inquiries and correspondence to
P.O. Box 2078, Omaha, NE 68103-2078

Okay to Pay

Please see reverse side for important information

Page 1 of 3

BANK OF THE WEST

A trade name used by BMO Harris Bank N.A.

Cardholder Name: CITY OF COMPTON Statement for Period: 03/05/23 to 04/04/23
Account Number: XXXX-XXXX-XXXX Statement Closing Date: 04/04/23

News and Updates

YOUR ACCOUNT IS PAST DUE. PLEASE SEND YOUR PAYMENT IMMEDIATELY TO AVOID FURTHER LATE CHARGES OR CALL US AT 1 (825) 843-7803, MONDAY-FRIDAY (8:00 AM to 6:00 PM PST).

Save on gas, dining and more for your business. It's easy. Just use your Bank of the West MasterCard® business card at participating top merchants and receive Easy Savings® rebates automatically. Use your card today and start saving. EasySavings.com

MasterCard Easy Savings Program Cardholder Terms & Conditions: Payment must be paid in full using an enrolled card at a participating Merchant location. Only select cards and certain transaction types are eligible. The rebate will appear on your statement after the purchase has posted to your card account, not on the receipt, and may not be reflected until the next statement. Other terms and conditions apply. For more information, visit easysavings.com

Transactions

Trans Date	Post Date	Transaction Description	Reference Number	Amount
Transaction Activity				
03-05	03-05	ZOOMUS SAN JOSE CA		\$17.35
03-06	03-06	ZOOMUS SAN JOSE CA		\$78.10
03-13	03-13	PAYMENT - THANK YOU		\$472.00
03-14	03-14	WESTERN CITY MAGAZINE SACRAMENTO CA		\$300.00
03-17	03-17	PAYMENT - THANK YOU		\$10,810.71
03-17	03-17	PAYMENT REVERSAL		\$10,810.71
03-28	03-28	WESTERN CITY MAGAZINE SACRAMENTO CA		\$300.00
03-30	03-30	BROWN AND CALDWELL		\$200.00
03-30	03-30	BROWN AND CALDWELL		\$200.00
03-30	03-30	BROWN AND CALDWELL		\$200.00
03-30	03-30	BROWN AND CALDWELL		\$200.00
03-30	03-30	BROWN AND CALDWELL		\$200.00
03-30	03-30	WESTERN CITY MAGAZINE SACRAMENTO CA		\$300.00
03-30	03-30	WESTERN CITY MAGAZINE SACRAMENTO CA		\$300.00
03-30	03-30	WESTERN CITY MAGAZINE SACRAMENTO CA		\$300.00
03-30	03-30	WESTERN CITY MAGAZINE SACRAMENTO CA		\$300.00
03-30	03-30	WESTERN CITY MAGAZINE SACRAMENTO CA		\$300.00
03-30	03-30	WESTERN CITY MAGAZINE SACRAMENTO CA		\$300.00
04-03	04-03	WESTERN CITY MAGAZINE SACRAMENTO CA		\$300.00
Fees				
03-27	03-27	RETURNED PAYMENT FEE		\$30.00
		TOTAL FEES FOR THIS PERIOD		\$30.00
Interest Charged				
04-04	04-04	Interest Charge on Purchases		\$187.86
04-04	04-04	Interest Charge on Cash Advances		\$0.00
		TOTAL INTEREST FOR THIS PERIOD		\$187.86

DISCUSSION

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Your Annual Percentage Rate (APR) is the annual interest rate on your account.

June 13, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF
THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2023/2024**

SUMMARY

This resolution will approve ordering the levy and collection of assessments of the Sewer Service Charges for fiscal year 2023/2024.

BACKGROUND

At the City Council meeting held on April 25, 2023, the City Council adopted resolutions Initiating Proceedings, Accepting the Preliminary Engineer's Report, Declaring its Intent to Levy and Collect Assessments and Charges, and appoint a time and place for hearing protests for the Sewer Service Charge for fiscal year 2023/2024. The time for the hearing of protests was set for May 23, 2023 at 5:45 pm.

STATEMENT OF THE ISSUE

These funds are required to operate the sewer collection system in the City of Compton for fiscal year 2023/2024. The action of this meeting is to hold the noticed public hearing. The City Council receives public comment and makes any revisions deemed essential. Therefore, City Council authorization is necessary to order the levy and collection of assessments of the Sewer Service Charges for Fiscal Year 2023/2024.

FISCAL IMPACT

There is no impact to the General Fund. These assessments are collected for the City by the County Tax Collector, and usually nets the City of Compton approximately \$914,586 annually. The fund will benefit the Sewer Enterprise Fund.

RECOMMENDATION

Staff recommends approval of the attached resolution.

**JOHN D. STRICKLAND, JR., PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF
THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2023/2024**

WHEREAS, the City Council of the City of Compton had by previous resolution initiated proceedings and declared its intention to levy and collect sewer service charges against lots and parcels of land within the City of Compton (hereinafter referred to as the "City") for fiscal year 2023/2024; and

WHEREAS, the designated Assessment Engineer, Willdan Financial Services has prepared and filed with the City Clerk of the City of Compton and the City Clerk has presented to the City Council the Engineer's Report (hereinafter referred to as the "Report") in connection with the proposed levy and collection of sewer service charges upon eligible parcels of land within the City, and the City Council did by previous Resolution approve such Report; and

WHEREAS, the City Council desires to levy and collect service charges against parcels of land within the City for the fiscal year commencing July 1, 2023 and ending June 30, 2024, to pay the costs and expenses of operating, maintaining and servicing sewer facilities located within the City; and

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

SECTION 1. The above recitals are true and correct.

SECTION 2. Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Report prepared in connection herewith; the levy and collection of service charges, and considered all oral and written statements, protests and communications made or filed by interested persons.

SECTION 3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a) The land within the City will be benefited by the operation, maintenance and servicing of the sewer facilities within the boundaries of the City.
- b) The City includes all of the land receiving such benefit.
- c) The net amount to be charged upon the lands has been apportioned by a formula and method, which fairly distributes the net amount among chargeable parcels in proportion to the estimated benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2023 and ending June 30, 2024.
- d) The proposed charges for fiscal year 2023/2024 constitute a continuation of existing charges. That the charges are imposed exclusively to finance the maintenance, operation and servicing expenses for sewer facilities.

SECTION 4. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance, operation, administration and servicing of the sanitary sewer system and repayment of a portion of the annual payment on the sewer bonds previously issued for the reconstruction of the sewer system and all appurtenant facilities related thereto.

SECTION 5. The County Auditor of Los Angeles County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer and placed in a special fund.

SECTION 6. The City Treasurer shall deposit all money representing charges collected by the County to the credit of a fund for the City of Compton Sewer Service Charge, and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in the Report.

SECTION 7. The adoption of this Resolution constitutes the annual levy of the sewer service charge for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

SECTION 8. The Assessment Engineer selected by the City Council is hereby authorized and directed to file a copy of the Resolutions and charges with the County Auditor of the County of Los Angeles no later than August 2023.

SECTION 9. Copies of this resolution shall be filed in the offices of the City Manager, City Controller, and Public Works Departments.

SECTION 10. The Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

June 13, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING THE CONSTRUCTION OF THE CITYWIDE ROAD REPAIR
SERVICES PROJECT AS COMPLETE AND AUTHORIZE THE RELEASE
OF THE CONTRACTOR'S RETENTION**

SUMMARY

This Resolution accepts the construction of the Road Repair Services Project as complete and authorize the release of the contractor's retention (\$120,975.05).

BACKGROUND

The Road Repair Services Project consists of providing road repair services citywide in accordance to the contract specifications and other contract documents. Specifically, the Project consists of pavement repairs such as grind & overlay rehabilitation methods on distressed areas city-wide.

On May 4, 2021, pursuant to Resolution No. 25,464, City Council authorized the City Manager to enter into a construction contract with Hardy & Harper, Inc. for the Road Repair Services Project in the amount of Two Million Three Hundred Forty-Five Thousand and Two Hundred Dollars (\$2,345,200).

On February 7, 2023, pursuant to Resolution No. 25,786, City Council authorized the City Manager to amend the construction contract with and establish a purchase order in the amount of \$291,634 to complete Bradfield Avenue from Rosecrans Avenue to Killen Place.

In May 2023, the Road Repair Services Project was completed with a final construction cost of \$2,419,501. All construction items were completed per the contract documents.

STATEMENT OF THE ISSUE

The project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion.

Therefore, in order to accept the construction of the Citywide Road Repair Services Project as complete and authorize the release of the contractor's retention (\$120,975.05), City Council's authorization is necessary.

FISCAL IMPACT

There is no financial impact associated with release of the retention. Funds (5%) were withheld from each progress payment throughout the contract period.

ALTERNATIVE

The contractor has completed all work to the satisfaction of the construction specifications. Therefore, no other alternative is being proposed.

RECOMMENDATION

Staff recommends that the City Council accept the completion of the Citywide Road Repair Services Project as completed and authorize the release of the contractor's retention.

JOHN D. STRICKLAND, JR.
PROJECT MANAGER

APPROVED FOR FORWARDING

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING THE CONSTRUCTION OF THE CITYWIDE ROAD REPAIR
SERVICES PROJECT AS COMPLETE AND AUTHORIZE THE RELEASE
OF THE CONTRACTOR'S RETENTION**

WHEREAS, in 2021, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 144 miles of "Fair" to "Very Poor" condition categories of streets and these findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, the Road Repair Service Project consisted of providing road repair services citywide in accordance to the contract specifications and other contract documents, specifically, the Project consists of pavement repairs such as grind & overlay rehabilitation methods on distressed areas; and

WHEREAS, on May 4, 2021, pursuant to Resolution No. 25,464, City Council authorized the City Manager to enter into a construction contract with Hardy & Harper, Inc. for the Road Repair Services Project in the amount of Two Million Three Hundred Forty-Five Thousand and Two Hundred Dollars (\$2,345,200); and

WHEREAS, on February 7, 2023, pursuant to Resolution No. 25,786, City Council authorized the City Manager to amend the construction contract with and establish a purchase order in the amount of \$291,634 to complete Bradfield Avenue from Rosecrans Avenue to Killen Place; and

WHEREAS, on May 2023, the Road Repair Services Project was completed with a final construction cost of \$2,419,501 and all construction items were completed per the contract documents; and

WHEREAS, the project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion; and

WHEREAS, there is no financial impact associated with release of the retention because funds (5%) were withheld from each progress payment throughout the contract period; and

WHEREAS, in order to accept the construction of the Citywide Road Repair Services Project as complete and authorize the release of the contractor's retention, City Council's authorization is necessary.

WHEREAS, all work items and activity was reviewed for compliance with the project specifications along with staff's recommendation for acceptance of the project as complete.

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

SECTION 1. That the City of Compton hereby accepts the construction of the Citywide Road Repair Services Project as complete and authorize the release of the contractor's retention.

SECTION 2. That the contractor's retention funds are hereby authorized to be released.

Resolution No. _____
Page 2

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

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

ADOPTED this _____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

**CITY OF COMPTON
CITYWIDE ROAD REPAIR SERVICES PROJECT
LIST OF COMPLETED STREETS/LEGAL DESCRIPTION**

No.	Street Name	From	To
1.	Burris Avenue	Elm Street	Palmer Street
2.	Essey Avenue	Compton Boulevard	Laurel Street
3.	Chester Avenue	Palmer Street	Elm Street
4.	Willow Avenue	Rosecrans Avenue	Palmer Street
5.	Spring Street	Compton Boulevard	Palmer Street
6.	Spruce Street	Tajuata Avenue	Dwight Avenue
7.	133 rd Street	Grandee Avenue	Wilmington Avenue
8.	133 rd Street	Grandee Avenue	Compton Avenue
9.	134 th Place	Wilmington Avenue	Grandee Avenue
10.	Ezmirlian Street	Bradfield Avenue	Bullis Road
11.	Ezmirlian Street	Pannes Avenue	Bradfield Avenue
12.	Bradfield Avenue	Rosecrans Avenue	Killen Place
13.	Whitemarsh Avenue	Caldwell Avenue	Greenleaf Boulevard
14.	Washington Avenue	Alondra Boulevard	Caldwell Street
15.	Bennett Street	Willowbrook Avenue	End
16.	Claude Street	Willowbrook Avenue	Acacia Street
17.	Slater Avenue	Palmer Street	Elm Street
18.	Keene Avenue	Compton Boulevard	Laurel Street
19.	Linsley Avenue	Harris Avenue	Butler Avenue
20.	Acacia Avenue	Johnson Street	Caldwell Street

June 13, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: STREET SUPERINTENDENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH THE OPTION OF TWO (2) ONE YEAR RENEWAL EXTENSIONS AND THE ESTABLISHMENT OF A PURCHASE ORDER FOR RON'S MAINTENANCE, INC. FOR CITY-WIDE CATCH BASIN CLEANING SERVICES TWO HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$213,840.00).

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year service agreement, with two (2) one (1) year renewal options, and establish a purchase order in the amount of Two Hundred Thirteen Thousand Eight Hundred Forty Dollars (\$213,840.00) for each year of services rendered for Ron's Maintenance, Inc. for City-wide catch basin cleaning maintenance and monitoring services.

BACKGROUND

The County of Los Angeles Department of Public Works requires the City of Compton to comply with the State Mandated Storm Water Program Trash TMDL (Total Maximum Daily Load) requirements of certain catch basins inserts.

To assist communities to comply with this requirement, the Los Angeles Gateway Region, Integrated Regional Water Management Joint Powers Authority (IRWMP, JPA) applied for a State grant to install catch basin inserts throughout the Gateway Cities region.

In 2009, the Gateway Water Management Authority was awarded a \$10 million stimulus grant through the American Reinvestment and Recovery Act (ARRA) to retrofit over 10,000 catch basins in 16 cities tributary to the Los Angeles River to meet Trash Total Maximum Daily Load (TMDL) targets. The City of Compton is required to be in compliance with the State Mandated Water Program Trash Total Maximum Daily Load ("TMDL") requirements which states that catch basins must be cleaned by the City at least four (4) times per year.

As stated the contractor shall immediately clean any catch basin openings found to have a blocked screened inlet, screened outlet, or be at least forty percent (40%) full of trash and debris. Contractor shall make minor repairs to any catch basin trash screen or trash collection device that is damaged. The contractor shall report evidence of

rodents and/or vectors breeding/living in the storm drain system to the contracting agencies within twenty-four (24) hours of discovery.

For the City of Compton to be effective and not reduce storm water inflow capacity, the catch basin inserts should be cleaned at least 4 times annually. The contract cost to clean 547 ARS CB (Automatic Retractable Screen Catch Basins), 1,136 CPS (Connection Pipe Screen Catch Basins) and 99 Unmodified Catch Basins inserts at least 4 times annually at a cost as stated below:

However, due to the large amount of trash and debris, staff is requesting that our catch basins be cleaned six (6) times per year to ensure catch basin cleaning services are provided during the upcoming rainy season.

Ron’s Maintenance, Inc.

Basin	# Units	Unit Price	Extended Price	Occurrence/Year	Annual Total
ARS CB	547	\$20/EACH	\$10, 940	6	\$65,640
CPS CB	1136	\$20/EACH	\$22,720	6	\$136,320
NON-RETROFITTED	99	\$20/EACH	1980.	6	11,880
GRAND TOTAL	1782		\$35,640	6	\$213,840

On April 18, 2022, the Los Angeles County Public Works Department solicited Requests For Proposals from qualified catch basin cleaning companies at <https://camisvr.co.la.ca.us/LACoBids>, for “On-Call Catch Basin Cleanout Services for various locations throughout Los Angeles County” and Ron’s Maintenance was deemed the lowest responsible bidder. The bid Ron’s Maintenance Inc. submitted to the County of Los Angeles County is for \$28.00/basin, and if approved by this City Council, the bid for the City of Compton will remain at \$20/basin at six (6) times per year occurrences.

The City of Compton Public Works Street Maintenance Department has contracted worked with Ron’s Maintenance, Inc. for “on-call catch basin cleanout and monitoring services” for more than 10 years and the Department has been satisfied with the work provided.

STATEMENT OF THE ISSUE

The City of Compton is required to be in compliance with the State Mandated Water Program Trash Total Maximum Daily Load (“TMDL”) requirements which states that catch basins must be cleaned by the City at least four (4) times a year. However, due to the large amount of trash and debris, staff is requesting that our catch basin be cleaned six (6) times per year to ensure catch basin cleaning services are provided during the upcoming rainy season.

Therefore, in order for the City to enter into a three (3) year agreement from July 1, 2023 through June 30, 2026, with two (2) one (1) year options to renew with Ron’s Maintenance Inc., City Council authorization is necessary.

FISCAL IMPACT

Funds in the amount of \$213,840 will be available in the Public Works Department 2023-2024 Fiscal Year budget in Account No. 1529-720-000-4269. Funding for the remaining years will be provided in future budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to enter into a three (3) year agreement, with two (2) one (1) year options to renew, with Ron’s Maintenance, Inc. to provide catch basin monitoring and cleaning services city-wide at an annual amount not to exceed \$213,840.00.

**DAMION TIMMONS
STREET SUPERINTENDENT**

APPROVED FOR FORWARDING

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3)
YEAR SERVICE AGREEMENT WITH THE OPTION OF TWO (2) ONE
YEAR RENEWAL EXTENSIONS AND THE ESTABLISHMENT OF A
PURCHASE ORDER FOR RON’S MAINTENANCE, INC. FOR CITY-WIDE
CATCH BASIN CLEANING SERVICES (\$213,840.00).**

WHEREAS, the County of Los Angeles Department of Public Works requires the City of Compton to comply with the State Mandated Storm Water Program Trash TMDL (Total Maximum Daily Load) requirements of certain catch basins inserts; and

WHEREAS, to assist communities to comply with this requirement, the Los Angeles Gateway Region, Integrated Regional Water Management Joint Powers Authority (IRWMP, JPA) applied for a State grant to install catch basin inserts throughout the Gateway Cities region; and

WHEREAS, in 2009, the Gateway Water Management Authority was awarded a \$10 million stimulus grant through the American Reinvestment and Recovery Act (ARRA) to retrofit over 10,000 catch basins in 16 cities tributary to the Los Angeles River to meet Trash Total Maximum Daily Load (TMDL); and

WHEREAS, the City of Compton is required to be in compliance with the State Mandated Water Program Trash Total Maximum Daily Load (“TMDL”) requirements which states that catch basins must be cleaned by the City at least four (4) times per year; and

WHEREAS, for the City of Compton to be effective and not reduce storm water inflow capacity, the catch basin inserts should be cleaned at least 4 times annually; and

WHEREAS, the contract cost to clean 547 ARS CB (Automatic Retractable Screen Catch Basins), 1,136 CPS (Connection Pipe Screen Catch Basins) and 99 Unmodified Catch Basins inserts at least 4 times annually at a cost as stated below:

Ron’s Maintenance, Inc.

Basin	# Units	Unit Price	Extended Price	Occurrence/Year	Annual Total
ARS CB	547	\$20/EACH	\$10, 940	6	\$65,640
CPS CB	1136	\$20/EACH	\$22,720	6	\$136,320
NON-RETROFITTED	99	\$20/EACH	1980.	6	11,880
GRAND TOTAL	1782		\$35,640	6	\$213,840

WHEREAS, on April 18, 2022, the Los Angeles County Public Works Department solicited Requests For Proposals from qualified catch basin cleaning companies at <https://camisvr.co.la.ca.us/LACoBids>, for “On-Call Catch Basin Cleanout Services for various locations throughout Los Angeles County” and Ron’s Maintenance was deemed the lowest responsible bidder; and

WHEREAS, the City of Compton is required to be in compliance with the State Mandated Water Program Trash Total Maximum Daily Load (“TMDL”) requirements which states that catch basins must be cleaned by the City at least four (4) times a year; and

WHEREAS, due to the large amount of trash and debris, staff is requesting that our catch basin be cleaned six (6) times per year to ensure catch basin cleaning services are provided during the upcoming rainy season; and

WHEREAS, in order for the City to enter into a three (3) year agreement from July 1, 2023 through June 30, 2026, with two (2) one (1) year options to renew with Ron's Maintenance Inc., City Council authorization is necessary; and

WHEREAS, funds in the amount of \$213,840 will be available in the Public Works Department 2023-2024 Fiscal Year budget in Account No. 1529-720-000-4269 and funding for the remaining years will be provided in future fiscal year budgets; and

WHEREAS, staff recommends that the City Council accept the RPF performed by the Los Angeles County Public Works Department and adopt the attached Resolution authorizing the City Manager to enter into a three (3) year agreement, with two (2) one (1) year options to renew, with Ron's Maintenance, Inc. to provide catch basin monitoring and cleaning services city-wide at an annual amount not to exceed \$213,840.00.

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

Section 1. That the RFP performed by the Los Angeles County Public Works Department is hereby accepted.

Section 2. That the City Manager, is hereby authorized to enter into a three-year service contract (i.e. July 1, 2023 – June 30, 2026), on the advice and approval of the City Attorney, with two (2) one (1) year options to renew with Ron's Maintenance, Inc. to provide catch basin monitoring and cleaning services city-wide at an annual amount not to exceed \$213,840.00.

Section 3. That a purchase order is authorized to be established for Ron's Maintenance Inc., in an amount not to exceed Two Hundred Thirteen Thousand Eight Hundred and Forty Dollars (213,840) annually for "on-call catch basin cleaning services".

Section 4. That funds for this expenditure will be available in the approved 2023-2024 Fiscal Year budget in Account No. 1529-720-000-4269 in the amount of Two Hundred Thirteen Thousand Eight Hundred and Forty Dollars and additionally, funds will be budgeted in future year budgets 2024-2025 and 2025-2026.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, Public Works Street Maintenance, and the City Controller.

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

ADOPTED this ____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____
Page 3

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

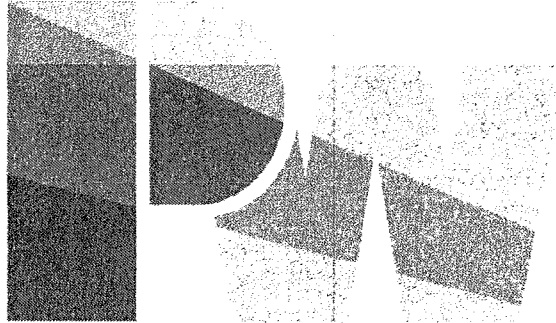

[\(https://camisvr.co.la.ca.us/LACoBids/\)](https://camisvr.co.la.ca.us/LACoBids/)
[lacounty.gov](https://camisvr.co.la.ca.us/LACoBids/)
[Home \(https://camisvr.co.la.ca.us/LACoBids/\)](https://camisvr.co.la.ca.us/LACoBids/)

Solicitation Information			
(https://camisvr.co.la.ca.us/LACoBids/#collapseAwardBidDetail)			
Solicitation Number:	BRC0000287		
Title:	On-Call Catch Basins Cleanout Services for various locations throughout Los Angeles County (BRC0000287)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$4,338,000.00
Commodity:	BODIES & EQUIPMENT-AUTOMOTIVE- SEWER/CATCH BASIN CLEANING		
Description:	PLEASE TAKE NOTICE that Public Works invites bid submissions for the On-Call Catch Basins Cleanout Services for var More More (https://camisvr.co.la.ca.us/LACoBids/#CollapseBidC)		
Open Day:	4/18/2022	Closed Date:	5/18/2022 5:30:00 PM
Contact Name:	Jairo Flores	Contact Phone:	(626) 458-4069
Contact Email:	JFlores@dpw.lacounty.gov		
Notice of Intent to Award (0) :	Click here to view notice intent to award list. (https://camisvr.co.la.ca.us/LACoBids/#collapseBidNIA)		
Solicitation Award (0) :	Click here to view award list. (https://camisvr.co.la.ca.us/LACoBids/#collapseBidAward)		
Last Changed On:	5/9/2022 3:14:04 PM		
Attachment File (0) :	Click here to download attachment files. (https://camisvr.co.la.ca.us/LACoBids/#collapseBidAttach)		


 Powered by ISD | [Contact Us \(https://camisvr.co.la.ca.us/LACoBids/#contactPopup\)](https://camisvr.co.la.ca.us/LACoBids/#contactPopup)

Contractor Execute
003632

Agreement



Public Works
LOS ANGELES COUNTY

BY AND BETWEEN

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

AND

RON'S MAINTENANCE, INC.

FOR

ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS
LOCATIONS THROUGHOUT LOS ANGELES COUNTY (BRC0000287)
WEST AREA B - WESTERN

ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS
THROUGHOUT LOS ANGELES COUNTY, WEST AREA B – WESTERN
(BRC0000287)

THIS AGREEMENT, made and entered into this 17th day of October, 2022, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and RON'S MAINTENANCE, INC., a California Corporation, located at 11542 Horley Avenue, Downey, California 90241, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, acting as the governing Board of said DISTRICT, of the CONTRACTOR'S bid filed with the DISTRICT on May 18, 2022, hereby agrees to provide services as described in this Contract for On-Call Catch Basins Cleanout Services for Various Locations Throughout Los Angeles County, West Area B - Western.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, List of Area Catch Basins; Exhibit H.1, Catch Basin Standard Plans and Specifications – Shop Drawings ARS; Exhibit H.2, Catch Basin Standard Plans and Specifications – Show Drawings CPS; Exhibit H.3, Catch Basin Standard Plans and Specifications; Exhibit I, Stormwater Maintenance Boundaries Map; Exhibit J, Area Catch Basins Location Maps (Dry Season); Exhibit K, Area Catch Basins Location Maps (Wet Season); Exhibit L, Weekly CB Cleaning Report; Exhibit M, CB Cleaning Report Form; and Exhibit N, Confined Space Manual, the CONTRACTOR'S bid, all attached hereto; Invitation for Bids; and Addenda to Invitation for Bids, all of which are incorporated herein by reference, are agreed by the DISTRICT and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the County of Los Angeles' Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the bid and attached hereto as Form PW-2, an amount not to exceed \$643,150 per year plus any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal terms, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both parties, whichever occurs last. The DISTRICT shall have the sole option to renew this Contract term for up to three additional 1-year period and a 6 month-to-month extension, for a maximum total

Contract term of 4 years and 6 months. Each such option shall be exercised at the sole discretion of the DISTRICT. The DISTRICT, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the DISTRICT, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: The DISTRICT, acting through the Los Angeles County Public Works, will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated DISTRICT Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.)

amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim CA, areas for the 12-month period preceding the renewal date, which shall be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

ELEVENTH: In the event that the terms and conditions, which may be listed in the CONTRACTOR'S bid, conflict with the DISTRICT'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through N, inclusive, the DISTRICT'S provisions shall control and be binding.

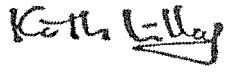
TWELFTH: The CONTRACTOR agrees in strict accordance with this Contract's specifications and conditions to meet the DISTRICT'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

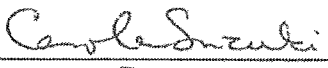
IN WITNESS WHEREOF, the DISTRICT has, by order of the County of Los Angeles' Board of Supervisors, the DISTRICT'S governing Board, caused these presents to be subscribed by the County of Los Angeles Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

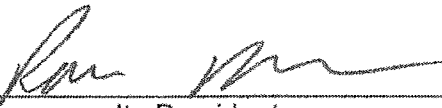
By 
Chief Engineer

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By 
Deputy
Carole Suzuki
Type/Print Name

RON'S MAINTENANCE, INC.

By 
Its President

Ronnie Norman
Type/Print Name

By 
Its Secretary

Ronnie Norman
Type/Print Name

"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."

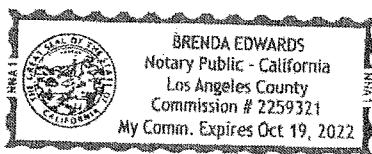
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of LOS ANGELES

On August 3, 2022 before me, BRENDA EDWARDS, A NOTARY PUBLIC
Date Name and Title of the Officer

personally appeared RONNIE NORMAN
Name(s) of Signer(s)



Place Notary Seal Above

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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity 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.

Signature: Brenda Edwards
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

**FORM PW-2
(WEST AREA B-WESTERN)**

**SCHEDULE OF PRICES FOR
ON-CALL CATCH BASINS CLEANOUT SERVICES FOR
VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY
(BRC0000287)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **Any additional Catch Basin locations added to this Contract will be charged at the same unit prices reflected on this Form PW-2 (West Area B-Western), Schedule of Prices.**

NOTE:

1. All unit prices listed below shall include labor, equipment, materials, and traffic control unless otherwise indicated in Exhibit A, Scope of Work.
2. Public Works will reimburse all dumping fees plus a 10 percent handling charge upon receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site.
3. For work performed under Item B.7 below, Public Works will reimburse for rented vacuum trucks plus a 10 percent processing charge upon receipt of an invoice from the rental company. The Contractor will be reimbursed for Contractor owned vacuum trucks according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of bid submission and annually thereafter at the time of Contract renewal.
4. All unit prices shall include all requirements listed under Exhibit A, Scope of Work.

<u>Item</u> A.	<u>Description</u>	<u>Annual Frequency</u>	<u>Unit Price</u>	<u>Estimated # of Units</u>	<u>Annual Price (Frequency X Unit Price X Estimated # of Units)</u>
1.	Routine Dry Season Cleaning of all Catch Basins including all activities described in the Scope of Work, Exhibit A. Once per Dry Season.	1	\$ <u>28.00</u>	11,600	\$ <u>324,800</u>
2.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>
3.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>

**FORM PW-2
(WEST AREA B-WESTERN)**

4.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>
5.	Post Storm Cleaning of all Inserted Catch Basins as described in Exhibit A.	Unit Rate	\$ <u>12.00</u>	14,200 (7,100 catch basins x 2 storms)	\$ <u>170,400.00</u>
6.	Stenciling of the "No Dumping, This Drains to the Ocean" logo on each catch basin during the Dry Season.	Unit Rate	\$ <u>6.00</u>	3,900	\$ <u>23,400.00</u>

TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6 \$ 594,200.00

<u>Item</u>	<u>Description</u>	<u>Annual Frequency</u>	<u>Unit Rate</u>	<u>Estimated # of Units</u>	<u>Annual Price (Unit Rate X Estimated # of Units)</u>
B.					

AS-NEEDED SERVICES

7.	Emergency Catch Basins Cleaning as described in Exhibit A.	Unit Rate	\$ <u>10.00</u>	500	\$ <u>5,000.00</u>
8.	Monitor and Measuring of Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
9.	Waste Characterization of Collected Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
10.	Digital Photographs as described in Exhibit A.	Unit Rate	\$ <u>1.50</u>	28,500	\$ <u>42,750.00</u>

TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10 \$ 48,950.00

TOTAL PROPOSED ANNUAL PRICE					
(TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6 + TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10)					\$ <u>643,150.00</u>

LEGAL NAME OF BIDDER <i>Ron's Maintenance Inc</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID <i>Ronnie</i>		
TITLE OF AUTHORIZED PERSON <i>President</i>		
DATE <i>May 16, 2022</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>972124</i>	LICENSE TYPE <i>CA11063</i>
BIDDER'S ADDRESS: <i>11542 Harley Ave Downey, CA 90241</i>		
PHONE <i>213-359-3827</i>	FACSIMILE <i>562-861-2418</i>	E-MAIL <i>Ronsmaintenance@aol.com</i>

**MAINTENANCE AND MONITORING AGREEMENT
BETWEEN
CITY OF COMPTON
AND
RON'S MAINTENANCE, INC.
[Catch Basin Cleanout Services]**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **RON'S MAINTENANCE, INC.**, (hereinafter referred to as "**CONTRACTOR**") located at 11542 Horley Avenue, Downey, California 90241.

WITNESSETH

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform in a professional manner, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for all the required tasks necessary for providing the following services:

Inspection and Cleaning Procedures:

- Inspect the condition of catch basin grates, Automatic Retractable Screen ("ARS") Catch Basins and Connection Pipe Screen ("CPS") Catch Basins units; the legibility of "no dumping" signage/stencils; and note any build-up of debris outside the catch basin.
- Note the type and quantity of materials removed from each catch basin and storm drain; document any signs of vector/rodent habitats.
- Look for evidence of illegal dumping of hazardous wastes and immediately notify the **CITY** of materials encountered.
- Provide photographic (before and after cleaning activities) documentation of inspection and cleaning activities; minimum of 5 photographs of each basin
- Document all information from inspections/cleaning, repair and stenciling activities.

On-Going Inspections:

- Perform inspections of all identified catch basins during months of October, January and April (on an annual basis).
- Clean catch basins having blocked screen inlets, blocked screen outlets or are 40% full of trash and debris.
- Document inspection results along with providing photographic documentation.

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

- Inspect, clear all debris and perform any required minor repairs to catch basins within the jurisdiction of the **CITY** a minimum of one time between May 1 and September 30 of each year.

Minor Repairs:

- Make minor repairs to screens and trash collection devices that have minor damage.
- Damage beyond **CONTRACTOR's** capabilities will be reported to the **CITY** with 24 hours of discovery.

Vector/Rodents:

- Report to **CITY** within 24 hours of discovery, evidence of vector or rodent breeding/living activities in catch basins/storm drains.

CONTRACTOR agrees to perform all the said work and furnish all the said materials at its own cost and expense as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the **CITY**, the work herein set forth.

CONTRACTOR shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by **CONTRACTOR** in connection with this work.

CONTRACTOR agrees to be responsible for furnishing all said labor, materials, equipment, tools and services; furnishing and removing, tools and equipment, and doing everything required by the Agreement; for all expenses arising from the suspension or discontinuance of work, except as are expressly stipulated to be borne by said **CITY**; and for completing the work in accordance with the requirements of this Agreement.

2. TERM OF CONTRACT:

The term of this Agreement shall extend from July 1, 2023 through June 30, 2026, unless this Agreement is terminated earlier as provided herein. Upon expiration of the initial term of this Agreement, the parties may mutually agree to extend the terms of this Agreement for two (2) additional fiscal years (i.e. July 1, 2026 through June 30, 2028).

3. COMPENSATION:

The method of payment for this Contract will be on **Price Per Unit** as follows:

Basin	# Units	Unit Price	Extended Price	Occurrence/Year	Annual Total
ARS CB	547	\$20/EACH	\$10, 940	6	\$65,640
CPS CB	1136	\$20/EACH	\$22,720	6	\$136,320

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

NON-RETROFITTED	99	\$20/EACH	1980.	6	11,880
GRAND TOTAL	1782		\$35,640	6	\$213,840

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

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to submit the required deliverable items according to schedule or as required by the provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices for services completed. Invoices shall be submitted after the performance of work for which the **CONTRACTOR** is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the Street Superintendent of Public Works Street Maintenance Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed and completed each fiscal year of this Agreement is limited to the sum of Two Hundred Thirteen Thousand Eight Hundred and Forty Dollars (213,840.).

The **CONTRACTOR** is required to comply with all federal, state and local laws and ordinances applicable to the work.

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

4. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**,

except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

5. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES

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

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

7. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the **CITY** and the **Los Angeles County Flood Control District**, their officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

8. INSURANCE:

A. CONTRACTOR, by executing this Agreement, hereby certifies:

(1) *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."*

(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars (\$1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

. a The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as "**additional insureds**" with respect to liability arising out of the activities of the **CONTRACTOR**.

. b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

. d Identity of the insured(s).

9. PERMITS AND LICENSES

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

10. WARRANTIES

The **CONTRACTOR** guarantees all work performed on the job against defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **CITY** to do so, at the **CONTRACTOR'S** expense. This obligation shall survive termination of the Contract. The **CITY**

shall give notice promptly after discovery of the condition.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONSULTANT**, to solicit or secure this Agreement

and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. FEDERAL AND STATE WITHHOLDING TAXES

CONTRACTOR shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. **CONTRACTOR** agrees to indemnify **CITY** for any claims, costs, losses, fees, penalties, interest, or damages suffered by **CITY** resulting from **CONTRACTOR's** failure to comply with this provision.

12. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. WAIVERS

A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

14. FORCE MAJEURE:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by **CONTRACTOR** or any of **CONTRACTOR's** subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, **CITY** shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, **CITY** shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. TERMINATION

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has

committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the

CONTRACTOR seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

16. AMENDMENTS

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

17. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

18. CONTRACTOR'S BOOKS AND RECORDS

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public

agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONTRACTOR'S** address indicated for receipt of notices in this Agreement.

19. EXAMINATION AND AUDIT

This Contract shall be subject to examination and audit of the State Auditor of the State of California and any duly authorized representative of the federal government, at the request of the **CITY**, or as part of any audit of the **CITY**, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. EXTENT OF AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

21. NOTICES

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

**RON'S MAINTENANCE, INC.
11542 Horley Avenue
Downey, California 90241
(213) 359-3827
(562) 861-2418 – fax.**

Attn: Ron Norman, President

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Street Superintendent
(310) 605-5691
dtimmons@comptoncity.org

NOTE: A copy of any notice provided to the Street Superintendent shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

22. CERTIFICATIONS

CERTIFICATIONS OF CONTRACTOR

I, Ron Norman, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONTRACTOR** firm of **Ron's Maintenance, Inc.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

The **CONTRACTOR**, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

Federal, State or local agency within the past 3 years;

- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Ron Norman, President

(Date)

23. MISCELLANEOUS

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

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

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

parties against whom enforcement is sought.

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

**RON'S MAINTENANCE, INC.
CONTRACTOR**

Dated: _____

By _____
Ron Norman, President

**CITY OF COMPTON
Recommended for Approval:**

By _____
Damion Timmons
Public Works Street Maintenance Department

Dated: _____

Approved:

Dated: _____

By _____
Thomas Thomas, City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

Dated: _____

By _____
Vernell McDaniel, City Clerk