

# **NOTICE**

## **COMPTON CITY COUNCIL AGENDA Tuesday, February 15, 2011 5:45 PM**

### **HEARING(S)**

5:50 P.M. - PUBLIC HEARING - HAZARD MITIGATION PLAN UPDATE (Item #8)

### **OPENING**

#### **ROLL CALL**

#### **INTRODUCTION OF SPECIAL GUESTS**

#### **PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS**

### **CONSENT AGENDA**

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

#### **APPROVAL OF MINUTES**

1. January 25, 2011

#### **REPORTS OF OFFICERS AND COMMISSIONS**

#### **GENERAL SERVICES**

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SERVICE FIRST COMMERCIAL POOL SYSTEMS AND ISSUE A PURCHASE ORDER FOR SERVICE AND MAINTAINANCE OF THE REFLECTION POOL AND RECREATIONAL POOLS

### **PUBLIC WORKS-ENGINEERING**

3. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,259, ACCEPTING THE PROPOSAL FROM GRIFFIN STRUCTURES, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE GREENLEAF CORRIDOR IMPROVEMENT PROJECT (CIP# 08-02) AND APPROVING A CONSTRUCTION MANAGEMENT AND ENGINEERING PROJECT BUDGET

### **RECREATION DEPARTMENT**

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ISSUING A PURCHASE ORDER TO QUICKCRETE, INC. FOR THE INSTALLATION OF MONEUMENT ENTRY SIGNS AT CESAR CHAVEZ, FIG, RAYMOND AND SOUTH PARKS

### **APPROVAL OF WARRANTS**

5. **Warrant #196498 - Date - 2/09/11 - Name - RBW Security Inc. - Description - Security Services - Amount - \$41,120.00 - Requested by:**  
City Manager  
  
**Warrant #196516 - Date - 2/10/11 - Name - RBW Security Inc. - Description - Security Services - Amount - \$13,500.00 - Requested by:**  
City Manager  
  
**Warrant #196447 - Date - 2/09/11 - Name - Base Architecture - Description - Concept design for City Hall - Amount - \$78,689.23 - Requested by:** City Manager  
  
**Total - \$133,309.23**
6. **Warrant #196521 - Date - 2/10/11 - Name - C.H.A.N.G.E. - Description - Graffiti Removal - Amount - \$10,000.00 - Requested by:** Public Works

## **END CONSENT AGENDA**

### **REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES**

#### **CITY MANAGER'S REPORT**

**CITY ATTORNEY'S REPORTS**

7. CLAIMS AGAINST THE CITY:

Jonathan Bowers v City of Compton - (I-8394/L0000060A)

**CITY TREASURER'S REPORTS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
ADOPTING THE UPDATE TO THE 2005 NATURAL HAZARDS  
MITIGATION PLAN

**COUNCIL COMMENTS**

**ADJOURNMENT**

*NEXT REGULAR MEETING: Tuesday, February 22, 2011 @ 5:45 PM.*

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



**JANUARY 25, 2011**

The City Council meeting was called to order at 6:31 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin.

## **ROLL CALL**

**Council Members Present:** Calhoun, Dobson, Arceneaux, Jones, Perrodin

**Council Members Absent:** None

**Other Officials Present:** R. Rugley, A. Godwin, W. Norfleet

## **CITY TREASURER'S REPORTS**

### **9. INVESTMENT REPORT (October - November 2010)**

On motion by Arceneaux, seconded by Calhoun, the investment reports were received and filed, by the following vote on roll call:

**AYES:** Council Members - Calhoun, Dobson, Arceneaux, Jones, Perrodin

**NOES:** Council Members - None

**ABSENT:** Council Members - None

## **PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS**

**Lynn Boone**, Compton resident, I just wanted to say, I have a question on the City Treasurer's Report. I hope it was a misprint, because the first page is addressing October of 2010 and if it is a misprint then why are we getting the report so late? Because if we are getting a report for October of last year, it seems to me that we should be receiving a report that's more current than October. Numbers Two and Three on the City agenda are addressing the graffiti. You know, we've been paying this Urban Graffiti Company, which is in Westminster, for years. Its time, I think, that we move in a little closer. We have all of these citizens that are unemployed. We need to address them, as far as being able to provide the prevention of graffiti and the correction for graffiti. We have these rocks out here in front of City Hall that are nothing but an open board for more graffiti to take place. Number Four on the agenda, states that we're going to be paying more to this labor negotiations team for the city employees labor negotiations. I have a question regarding that. Where is the intervention? You know, the citizens don't realize and they don't know how many city employees have sued the City and received compensation for it. To say you're going to pay more money to a labor relations group does not make sense to me. The City Attorney's Office should be establishing some type of ground work between the managers and the management, so there won't be so many problems and mishaps between the city employees and the City of Compton. The other thing on Number Six, it's a resolution for an application for Public Works to apply for funding for an urban tree funding source. Number One I have a question, why don't we have a grants department in this City? We had a grant supervisor at one time, but that grant supervisor didn't even know how to write grants. As much funding as we receive here in this City, without applications being submitted, because of who we are, because of Compton's status, the City of Compton when you look at it on the map, they look at the City of Compton to have low income here. Really poverty level. And if the citizens were aware and even the council people were aware of all the funding that we receive here in this City. This is why I constantly complain, as to why does this City look like this. This is why I say that. We receive more funding than Carson, Paramount and Lynwood. This is just outside funding coming in to us and this City still looks like this. The things that the Mayor was mentioning sounded really good, but as citizens here we need to stop accepting kibbles and bits. Because this City should look so much better than what it does and I've said that time and time again and I'm still standing on that. When the Mayor mentions about all the talent here in this City, I have said that time and time again, so I questioned why do we spend a million dollars on a Gospelfest when we have over a hundred churches here? We don't need to go out and look for gospel. Its right here at home. That's a million dollars being thrown away.

# #1.

There's just so much here in this City that needs to be addressed, and for the CRA Director to stand up here and say that these things are going to be done; I'm not blind, I mean, and I'm not deaf and dumb and I'm sure the citizens around here are not either. These pictures have to go. That is not a plan there. That is not a plan. These pictures have to go. We need to have a plan here in this City as to what area is gonna be taken up, what area is gonna be worked on, and what area is gonna be completed, not these pictures. Thank you.

**Joyce Kelly**, Compton resident, I saw on Channel 9 today, McNair Elementary School, and I didn't realize that it was the first elementary school in the country that was named after Dr. Ronald E. McNair. He was the second African American astronaut to go into space. He was chosen from over 10,000 candidates for that program. His expertise in the study of laser physics got him the command of the space shuttle "Challenger", which exploded on its journey into space. That was 25 years ago and then Congress voted to give funding to colleges for underprivileged students seeking degrees. I didn't know about that from Cal State Long Beach where I do a report on it. But that's just a bit of history and I appreciate what people have done in this Country and for us to be able to salute it. Now I want to talk about this special City Council meeting that was called Friday night at 6 o'clock. City Hall is closed at 6 o'clock. Who put those items on the agenda? Who called the meeting? Our Charter says that either the Mayor or three council people can call that meeting. And then on that agenda, it had to mail in the ballots to vote and I thought where are we? Are we in the United States of America or some communist country? What about the people who fought for our rights to vote. What about those people who had to go before someone and act like they knew how to sign their names and read? What about them who died with the five dollar receipt from paying to vote? No, don't dare try to change the way we vote, it's our right. And I think it was a low rotten shame and I don't believe the City Manager, who's been in the position for less than six months, decided that we should have full-time Mayor when his job as City Manager is full-time. Doesn't make sense and the people in Compton are not ignorant to the facts, Mr. Mayor. And I appreciated that meeting because you did give the people a chance to speak. But you know what? I also appreciated that you did give the people a chance, or change the way we sign in, because you know what, it was o.k., we were treated like we were slaves on a plantation, and we've almost gotten used to it. But you know, I keep fighting saying that I am not going to live under any Jim Crow laws and I mean it. The publicity that comes out of this City bad or good, we do it. Not me particularly, but you. You're the leaders. If you don't listen to the people what do you expect? And let me tell you we have no leaders here. We have no organizations that are helping us. NAACP in the City of Compton is a joke. All the civil rights that have been violated on the residents in this City, where is the NAACP? And how can you have an organization that's statured with a mother and son as officers, just like in the Chamber of Commerce. We have residents in this City who are qualified don't give them to me because I'm going to keep fighting for the rights of the people in this City. I've been there. I've done that. I have been a leader. So you know what, look around and get some of the other people in this City involved. Let the stake holders take their place and I'll tell you what? You won't have all the bickering, you won't have all the negativity, and God knows we won't be praying and thanking him for any store or any fast food chains. We have enough McDonalds and Subways, whether they're healthy or not. Give us a break. And remember we are the people, we are the government. Thank you.

**Benjamin Holifield**, Compton resident, charged that many of the community organizations in the City are directed by the same people year after year. He affirmed that the people only wanted a voice in the Sheriff's vs. Compton PD issue and that some of the council people have changed since being elected into office. He went on to state that the youth were not included in the City's long-term plans and suggested that Youth Commission be reactivated.

**Paulette Gibson**, President of the Compton NACCP, expressed her appreciation to the elected officials that attended the organization's "Installation Luncheon" last Saturday. She mentioned that last year's "NFL Youth Sports Camp" event was so successful that the NFL players have agreed to participate in this year's event scheduled for Saturday, February 26, 2011. She also mentioned that the NAACP would be hosting a "Golf & Voter Registration Event" to be held on Monday, February 21, 2011 at the Compton Par 3 Golf Course from 7 a.m. to 4 p.m. She noted that the Los Angeles County Registrar's Office would be making a "Voting Requirements" presentation at the NAACP's meeting scheduled for Saturday, February 19, 2011 at Victory Outreach. She noted that everyone within the NAACP is a volunteer interested in seeing a change in their community.

**Gladys Russell**, Compton resident, advocated for the residents of Compton to pray for the City Council and the change they want to see in their community.

**Lorraine Cervantes**, Compton resident, stated that as a Compton resident for 58 years, she remembers the racial discrimination at Woolworth’s and the efforts of Maxcy Filer and Judge Filer against the City’s financial institutions. She stated that it was unfair for someone to attack the Nation of Islam, especially since they were from a group of people that have historically been discriminated against. She maintained that the Nation of Islam was a diversified educated group of individuals that consisted of more than bean pie sellers. She mentioned that she is the longest running member of the NAACP and advised the critics of the NAACP to join the organization to make the difference they want to see in the Compton community.

**COMMENDATORY RESOLUTIONS/PRESENTATIONS**

- 1. **ORAL PRESENTATION - GENERAL PLAN 2030** - Derek Hull, Planning Director, Dion Jackson, USC and Marc Blodgett, Blodgett and Associates

**Derek Hull**, Director of the Planning and Economic Development Department, presented a brief presentation of the City of Compton’s 20 year General Plan. Mr. Hull introduced the general plan team members: Dion Jackson, University of Southern California, Mark Blodgett, Blodgett & Baylosis & Associates and Robert Delgado, Senior Planner.

Mr. Hull stated that the Planning Department felt it was appropriate to utilize the City’s "Birthing A New Compton" declaration as the framework to prepare the development strategy and plan for the next twenty years. He indicated that the plan is a "communal plan" encompassing the entire Compton community. It identifies the goals and objectives and opportunities to be aggressive in forward thinking advancements and needs in the Compton community. He mentioned that the State of California Supreme Court mandates all cities to adopt a twenty year general plan. Compton’s 2030 General Plan has anticipated the well being of the people and the businesses through innovative actions including an air quality section, health, changes in state law, an implementation plan and the responsible entities that will carry-out the recommendations. He noted that any amendments to this plan are discouraged, because it involves input from the stakeholders.

**Dion Jackson**, University of Southern California Center for Economic Development, indicated that in 2005, the team researched previous policies and collected background data. Then in 2007, they conducted community meetings funded by the Southern California Association of Governments (SCAG) through its Compass Blueprint Project. The following elements were developed with the input of the community members:

**General Plan 2030**

|                                                                       |                                               |
|-----------------------------------------------------------------------|-----------------------------------------------|
| Land Use (Required by the State)                                      | Included                                      |
| Housing (Required by the State)                                       | Included                                      |
| Circulation (Required by the State)                                   | Included                                      |
| Conservation/Open Space/Parks<br>& Recreation (Required by the State) | Included                                      |
| Public Safety (Required by the State)                                 | Included                                      |
| Noise (Required by the State)                                         | Included                                      |
| Air Quality                                                           | Included                                      |
| Economic Development                                                  | Included                                      |
| Urban Design                                                          | Included                                      |
| Health                                                                | New Addition                                  |
| Public Facilities                                                     | New Addition (Incorporated into the elements) |

# #1.

## **Spotlight on the Housing Element**

1989-1994 - (2010 General Plan) Regional Housing Needs Goals: 2,374 total new units needed.

2006-2014 - (2030 General Plan) Regional Housing Needs Goals: Only 69 total new units are needed.

Includes Fair Housing Data and Remedial Actions to Combat Housing Discrimination.

Includes an analysis of Emergency Shelter Grant Data.

\*Incorporates recommendations from the HUD Consolidated Plan.

Provides a summary of vacant properties where new housing can be constructed.

**Mark Blodgett** stated that he would be conducting the Environmental Impact Report (EIR) which is required by the state's environmental review process.

Mr. Blodgett mentioned that the initial study was recently submitted to notify the public agencies and the state of the scope of this EIR. The school districts, neighboring cities and other entities will have the opportunity to communicate their ideas on the primary assessment. Community workshops will be conducted, after which the draft EIR will be completed and circulated for 45 days to be in sync with the General Plan.

**Robert Delgadío**, Senior Planner for the City of Compton, announced that the City of Compton would be proposing a Health Element which will provide planning to enhance the health and well-being of Compton residents.

\*Compton will be among one of the first cities in the County of Los Angeles to implement a Health Element.

Mr. Delgadío indicated that the Health Element is expected to increase the life expectancy rate for Compton residents, which is statistically lower than Los Angeles residents.

The City of Compton will be partnering with the Los Angeles County Health Department to help facilitate educational programs on healthy eating.

For additional information regarding the Health Element, please contact the Planning and Economic Development Department in City Hall.

Mr. Hull urged everyone in the Compton community to participate in the community meetings scheduled for February 12, 2011 in the First and Third Districts from 10 a.m. to 12 p.m. at Gonzales Park and Burrell McDonald Park. On the same date, the Second and Fourth District meetings will be held from 12:30 p.m. to 2:30 p.m. at Lueders Park and Kelly Park.

**Councilperson Dobson** stated that she did not see anything in the general plan for a fire station in the Second District.

Mr. Hull indicated that the omission was his oversight and that it should be considered in the general plan.

**Councilperson Calhoun** questioned how the community meetings would be advertised to the citizens. Mr. Hull stated that notices will be placed in the resident's water bills, newspapers, the City's webpage and the cable channel character generator.

**Councilperson Arceneaux** questioned if there was a component within the Health Element that addressed the respiratory issues affecting the youth today, due to the City's location between the freeways. Mr. Delgadío indicated that this issue is not addressed directly; however, the new initiatives for the reduction of greenhouse gases would contribute to the overall improvement to the health of the residents.



Councilperson Arceneaux mentioned her discussions with the Director of the Community Redevelopment Agency concerning the increased rail traffic from the ports of San Pedro. Ms. Arceneaux asked whether the City of Compton was collaborating with the City of Long Beach to address the bad air quality. Mr. Hull stated that the Agency is working diligently with the SCAG and Gateway Cities organizations to address diesel vehicle emissions and alternatives to cleaner fuels for those vehicles.

Councilperson Arceneaux recommended that this issue be addressed in the General Plan and with the City of Long Beach because the traffic is expected to double by the year 2020.

Councilperson Calhoun suggested that the representative of the Gateway Cities organization stay abreast of the information being disseminated at their meetings to ensure proper representation of the City of Compton.

**Councilperson Jones** advised staff to take note of the questions raised by the citizens relative to the General Plan.

**Mayor Perrodin** nominated Councilperson Jones to the alternate position of the Gateway Cities Commission (710 Freeway).

On motion by Arceneaux, seconded by Calhoun, **Councilperson Jones** was appointed to the alternate position of the Gateway Cities Commission (710 Freeway), by the following vote on roll call:

**AYES: Council Members - Calhoun, Dobson, Arceneaux, Jones, Perrodin**

**NOES: Council Members - None**

**ABSENT: Council Members - None**

Mayor Perrodin acknowledged one of the youngest elected officials in the City of Compton, Michael Morris.

## **CONSENT AGENDA**

**ITEMS REMOVED FROM THE CONSENT AGENDA** - Item Number Six was removed from the Consent Agenda. Item Number Four was removed for discussion.

On motion by Arceneaux, seconded by Dobson, the Consent Agenda was approved, by the following vote on roll call:

**AYES: Council Members - Calhoun, Dobson, Arceneaux, Jones, Perrodin**

**NOES: Council Members - None**

**ABSENT: Council Members - None**

**APPROVAL OF MINUTES** - There were no minutes to be approved.

## **CITY MANAGER/CITY ATTORNEY REPORTS**

2. WEEKEND GRAFFITI REPORT/C.H.A.N.G.E. (October - November, 2010)
3. WEEKLY GRAFFITI REPORT/URBAN GRAFFITI ENTERPRISES (October - November, 2010)

**Mayor Perrodin** stated that there has been an increase in graffiti activity in his neighborhood recently and consequently not removed in a timely manner. The Mayor indicated that any delays in graffiti removal could result in someone being harmed.

# #1.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 23,227 AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO APEX BUSINESS MACHINES FOR THE PURCHASE OF PAPER AND SUPPLIES FOR CITY DEPARTMENT COPIERS  
(Resolution # 23,270)

**APPROVAL OF WARRANTS** - There were no warrants to be approved.

## ITEMS REMOVED FROM THE CONSENT AGENDA

### CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO PER RESOLUTION 23,233 FOR COLLECTIVE BARGAINING SERVICES AND THE ISSUANCE OF A BUDGET AMENDMENT TO PROVIDE FUNDS THEREOF

**Councilperson Calhoun** suggested that the City sever their relationship with these bargaining services because she felt their efforts were minimal and not resulting in anything coming before the council.

**Mayor Perrodin** questioned how long this company has been negotiating for the City's union for a contract.

**Willie Norfleet**, City Manager, indicated that they have been bargaining for over a year.

Mayor Perrodin requested the total amount paid to this company thus far for their services. Mayor Perrodin also requested the number of unions represented in the City of Compton that have ratified their contracts with the City. Mr. Norfleet stated that there are four unions represented by this company with nothing finalized.

Mayor Perrodin stated that he felt it was pointless to have a third party to negotiate with the unions, then they do not have the ability to resolve an agreement with the unions and with the amount of this contract. The Mayor indicated that all negotiations should be negotiated by the City Manager with legal issues being addressed by the law firm.

**Councilperson Arceneaux** questioned if there would be a problem in the negotiations if they are not able to complete what they have started. Mr. Norfleet indicated that there would be an interruption in the negotiations.

**Councilperson Jones** questioned if any more money is owed to the firm. Mr. Norfleet indicated that he was unaware of any past due amounts. Mr. Norfleet stated that the council could deny the resolution, during which time he would find out how much is owed and subsequently request that the amount be paid to end the relationship.

Mayor Perrodin requested the company's primary function on behalf of the City.

**Craig Cornwell**, City Attorney, indicated that Allen Atlas was the City's lead negotiator for the City. He noted that they were not used for legal services.

Mayor Perrodin questioned why a law firm was hired to negotiate on behalf of the City with the unions. The Mayor questioned why the City Manager was not communicating directly with the unions.

Mr. Norfleet indicated that he actually inherited this issue from the previous administration and stated that he would be addressing the Council's concerns immediately.

Mayor Perrodin requested the status of the negotiations process. Mr. Norfleet indicated that he felt the negotiations were no farther along than when he first became the City Manager.

**Resolution failed for lack of a motion.**

## **PUBLIC WORKS-ENGINEERING**

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ALLOWING APPLICATION FOR FUNDING FROM THE URBAN FORESTRY GRANT PROGRAM ENTITLED "URBAN FORESTRY INVENTORY" PROVIDED THROUGH PROPOSITIONS 40 AND 84 **(REMOVED)**

**Councilperson Calhoun** questioned why this item is being removed.

**Wendell Johnson**, Director of Public Works, informed Councilperson Calhoun that this grant is from CALFIRE, of which the Agency had last minute amendments to the resolution. He indicated that 900 trees would be purchased with the grant, as well as provide for the maintenance to the empty tree wells.

Councilperson Calhoun requested to know the date of completion. Mr. Johnson indicated that they are currently preparing the groundwork and approach to addressing the trees. He stated that they would also be prioritizing the trees for empty tree wells, broken sidewalks, and other heavy pedestrian areas.

Councilperson Calhoun requested to know the types of trees to be purchased. Mr. Johnson stated that there speaking with residents concerning the types of trees that they would like to see in the parkways of their front yards.

**Councilperson Arceneaux** expressed a concern for trees with invasive roots that create problems for the residents. Mr. Johnson indicated that they have been working diligently with non-profit organizations to determine the best type of tree to be planted in the parkways.

**Mayor Perrodin** commended Mr. Johnson for planting and establishing a maintenance schedule for the trees in the City of Compton. The Mayor requested that certain trees be planted on certain streets i.e., Cedar tree on Cedar Street.

Mayor Perrodin asked that the departments do a better job at noticing project developments to the residents. The Mayor made mention of the project at Walton Middle School and the construction materials in the area. He asked that the equipment be removed immediately, in addition to the disposal of the discarded trees and stumps at Gonzales Park.

**Councilperson Dobson** requested the status of Crane Street. Mr. Johnson indicated that they are currently working on alternatives on how to address the street quickly and efficiently.

Mr. Johnson stated that he would bring back a more detailed report to more adequately address her concerns.

## **END OF THE CONSENT AGENDA**

## **REGULAR AGENDA**

### **CITY MANAGER'S REPORT**

7. REQUEST TO SCHEDULE A PUBLIC HEARING FOR THE HAZARD MITIGATION PLAN UPDATE

On motion by Arceneaux, seconded by Calhoun, the public hearing was scheduled for February 15, 2011 at 5:50 p.m., by the following vote on roll call:

# #1.

**AYES: Council Members - Calhoun, Dobson, Arceneaux, Jones, Perrodin**

**NOES: Council Members - None**

**ABSENT: Council Members - None**

## **CITY ATTORNEY'S REPORTS**

### **8. CLAIMS AGAINST THE CITY OF COMPTON**

Cassandra Henry vs. City of Compton (I-8380/LI0000041A)

Teresa Simmons vs. City of Compton (I-8387/LI0000055A)

Joyce Kelly vs. City of Compton (I-8389/LI0000054A)

On motion by Arceneaux, seconded by Dobson, the above claims were denied, by the following vote on roll call:

**AYES: Council Members - Calhoun, Dobson, Arceneaux, Jones, Perrodin**

**NOES: Council Members - None**

**ABSENT: Council Members - None**

**Craig Cornwell**, City Attorney, reported that there was a hearing held last week, in which a lawyer from Washington, D.C. and a law firm from San Francisco filed a preliminary injunction which requested a court order to stop the election process for April 2011. The judge ruled on Monday that the election would go forward as scheduled per the Compton City Charter. Mr. Cornwell indicated that the case was represented by himself and Deputy City Attorneys Anita Aviles and Jose Paz. He thanked the City Council for having the confidence in the City Attorney's Office to address this case successfully.

**UNFINISHED BUSINESS** - There was no Unfinished Business.

**NEW BUSINESS** - There was no New Business.

## **COUNCIL COMMENTS**

**Councilperson Jones** congratulated the newly sworn in officers of the NAACP as well as Paulette Gibson and her board for bringing the NAACP Compton Branch into compliance.

Councilperson Jones announced that the Compton High School Alumni Association would be hosting a "Barack, The Evolution of Leader" documentary film event on Thursday, February 3, 2011 beginning at 10:45 a.m. to 12:15 p.m. in the auditorium.

Councilperson Jones requested that the meeting be adjourned in the memory of Yvonne Simmons.

**Councilperson Calhoun** stated that she had an opportunity to participate in the "NAACP Installation Ceremony" and the Greater Zion Church Family service and Ribbon Cutting Ceremony. Ms. Calhoun also mentioned that Attorney Gene Elvin Hayes, a former Compton resident has succeeded in becoming the first African American to sit on the Grand Terrace City Council.

Councilperson Calhoun announced that a "Community Job Fair" would be held on Saturday, February 5, 2011 at Exposition Park.

Councilperson Calhoun also announced that Curry Temple Church would be hosting their "3rd Annual Prayer Breakfast" to be held on Saturday, January 29, 2011. Donations are \$20.

**Councilperson Dobson** announced the new location of the Compton Worksource Center at 2939 East Pacific Commerce Drive, Compton, California between Victoria and Del Amo Boulevard. For additional information, please call (310) 762-1101.

Councilperson Dobson invited the community to participate in the "2nd Annual Valentine's Dance" to be held on Saturday, February 12, 2011 at the VFW Post 5394 from 6 p.m. to 2 a.m.

Councilperson Dobson requested that the meeting be adjourned in the memory of Josephine "Jo" Walker.

**Councilperson Arceneaux** encouraged the Compton community to participate in the "Third District Clean-Up" event with the Compton Initiative to be held on Saturday, January 29, 2011 beginning at 7 a.m. All participants are asked to meet at Compton High School.

**Mayor Perrodin** requested that the meeting be adjourned in the memory of Leopoldo Munoz.

Mayor Perrodin urged the Compton community to attend the Youth Baseball Tournament scheduled for Saturday, February 26, 2011 at the Urban Major League Baseball Academy.

Mayor Perrodin referenced Councilperson Calhoun’s request to reconsider the audience comments and requested that a resolution be brought back to air the audience comments and limit the comments to three minutes.

Mayor Perrodin explained that a special council meeting was held on January 21, 2011 because it was the last day to vote to post an item on the ballot. The Mayor indicated that there were four proposed items to go on the ballot: vote by mail, change the City’s election dates to coincide with county election dates, Full-time Mayor and the elimination of the boards and commission meetings. As it relates to the vote by mail initiative, the Mayor stated that the City Clerk did some research and found that there was a great deal of voter apathy in the City of Compton, therefore, it was proposed to provide the residents with easier opportunity to cast their votes. Residents would have also been able to continue to cast their votes at polling places should they wish to vote in the traditional manner. The Mayor also explained that he was advised by several individuals to put the full-time Mayor proposition on the ballot. The Mayor also stated that it was at the behest of previous councils to create additional boards and commissions to increase their salaries, therefore, the elimination of the City’s boards and commissions would alleviate the possibility of three council members to increase their salary with no vote of the citizens.

Mayor Perrodin stated that the intent of the "Gospelfest" is to eliminate the City’s reputation of gangster rap music and violence. The Mayor felt the "Gospelfest" would go along with the City’s new direction.

Mayor Perrodin stated that the "Gospelfest" costs the City \$350,000 per year. The Mayor indicated that this cost also includes the overtime payment to the Sheriff’s Department for 35 deputies. The Mayor stated that the allegations of the event costing one million dollars are totally erroneous. The Mayor cited that the City would look better if there were more city employees dedicated to the City of Compton. He maintained that he is growing more and more confident with our employee’s abilities to move the City forward.

**ADJOURNMENT**

On motion by Arceneaux, seconded by Dobson, the meeting was adjourned at 9:03 p.m. in the memory of **Josephine "Jo" Walker, Leopoldo Munoz and Yvonne Simmons** by the following vote on roll call:

- AYES: Council Members - Calhoun, Dobson, Arceneaux, Jones, Perrodin**
- NOES: Council Members - None**
- ABSENT: Council Members - None**

---

**Clerk of the City Council**

---

**Mayor of the City Council**



February 15, 2011

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SERVICE 1<sup>ST</sup> COMMERCIAL POOL SYSTEMS AND ISSUE A PURCHASE ORDER FOR SERVICE AND MAINTAINANCE OF THE REFLECTION POOL AND RECREATIONAL POOLS.**

### **SUMMARY**

This resolution authorizes the City Manager to enter into a contract with Service 1<sup>st</sup> Commercial Pool Systems to service and maintain the City Hall Reflection Pool, Gonzales Park Pool, and Lueders Park Love Pool for the remainder of the fiscal year, and issue a purchase order in an amount not to exceed \$30,000.00.

### **BACKGROUND**

The General Services Department is responsible for the maintenance and repair of City pools. The Department solicited bids to provide weekly maintenance of the Reflection Pool at City Hall, Gonzales Park, and Love Pool. Aqua Source Commercial Pool Services (Aqua Source) and Service 1<sup>st</sup> Commercial Pool Systems (Service 1<sup>st</sup>) were the only commercial pool service companies to respond. The Department originally selected Aqua Source, the lowest bidder; however, their services have been terminated due to unsatisfactory service.

The bids received were as follows:

|                         |                                |            |
|-------------------------|--------------------------------|------------|
| Service 1 <sup>st</sup> | Monthly                        | \$4,125.00 |
| Aqua Source             | October – April (Winter Price) | \$2,643.75 |
|                         | May-September (Summer Price)   | \$3,525.00 |

### **STATEMENT OF THE ISSUE**

Service 1<sup>st</sup> provided quality service during their previous contract with the City, prior to the Department selecting Aqua Source as the lowest bidder. Due to the fact that maintenance and servicing of the pools is an on-going necessity which cannot be neglected pending the time it will take to re-bid this service, it is recommended that the City utilize the services of Service 1<sup>st</sup> until the bidding process can be completed within the next several months.

#2.

**Staff Report - Service 1<sup>st</sup> Commercial Pool Systems  
February 15, 2011, Page 2**

The cost of weekly maintenance for the remainder of the fiscal year (February 1, 2011 through June 30, 2011) is \$24,750.00 and the estimated cost of repairs to the pumps and filters is \$5,250.00. The total contract for weekly maintenance and repairs to the pools is \$30,000.00.

**FISCAL IMPACT**

A purchase order will be issued in the amount of \$30,000.00. Funds are available in Account Number 1001-600-000-4269 from the General Services Department's 2010-2011 Fiscal Year Budget.

**RECOMMENDATION**

It is recommended that the City Council approve the attached Resolution authorizing the City Manager to enter into a contract with Service 1<sup>st</sup> Commercial Pool Systems to service and maintain the City Hall Reflection Pool, Gonzales Park Pool, and Lueders Park Love Pool for the remainder of the fiscal year, and issue a purchase order in an amount not to exceed \$30,000.00.

**ROBERT BURNETT  
GENERAL SERVICES DIRECTOR**

**WILLIE NORFLEET  
CITY MANAGER**



**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SERVICE 1<sup>ST</sup> COMMERCIAL POOL SYSTEMS AND ISSUE A PURCHASE ORDER FOR SERVICE AND MAINTAINANCE OF THE REFLECTIVE POOL AND RECREATIONAL POOLS**

**WHEREAS**, the General Services Department is responsible for the maintenance and repair of the City Hall Reflection Pool and the pools at Gonzales Park and Lueders Park; and

**WHEREAS**, the General Services Department solicited bids to provide weekly maintenance and make repairs on the Reflective Pool at City Hall, Gonzales Park, and Love Pool; and

**WHEREAS**, Aqua Source Commercial Pool Services (Aqua Source) and Service 1<sup>st</sup> Commercial Pool Systems (Service 1<sup>st</sup>) were the only commercial pool service companies to respond; and

**WHEREAS**, Aqua Source, the lowest bidder was selected, however their services have been terminated; and

**WHEREAS**, maintenance and servicing of the pools is an ongoing necessity that cannot be neglected pending completion of the re-bid process; and

**WHEREAS**, Service 1<sup>st</sup> has provided quality service to the City in the past, thus, it is recommended that the City utilize their services until the bidding process can be completed within the next several months; and

**WHEREAS**, the cost of the weekly maintenance for the remainder of the fiscal year is \$24,750.00 and the estimated costs of repairs to the pools equipment is \$5,250.00; and

**WHEREAS**, funds are available in the Fiscal Year Budget of General Services, Account Number 1001 600 000 4269.

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

**SECTION 1.** That the City Manager is authorized to enter into a contract with Service 1<sup>st</sup> Commercial Pool Systems for servicing and maintenance of the Reflection Pool at City Hall, Gonzales Park and Love Pools for the remainder of the fiscal year (February 1, 2011 through June 30, 2011).

**SECTION 2.** That the City Manager is authorized to issue a purchase order in an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

RESOLUTION NO. \_\_\_\_\_  
Page 2

**SECTION 3.** That funds shall be taken from Account Number 1001-600-000-4269, out of the General Services Department 2010-2011 Fiscal Year Budget.

**SECTION 4.** That copies of this resolution shall be filed in the offices of the City Manager, City Controller, General Services, and City Clerk.

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
MAYOR OF THE CITY OF COMPTON

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2011.

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

AYES: COUNCIL MEMBERS–  
NOES: COUNCIL MEMBERS–  
ABSENT: COUNCIL MEMBERS–  
ABSTAINS: COUNCIL MEMBERS–

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SERVICE FIRST COMMERCIAL POOL SYSTEMS AND ISSUE A PURCHASE ORDER FOR SERVICE AND MAINTAINANCE OF THE REFLECTION POOL AND RECREATIONAL POOLS

<ManagersName>  
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>  
DATE

REVIEW / APPROVAL

<LegalName>  
CITY ATTORNEY

<LegalDate>  
DATE

<ControllerName>  
CITY CONTROLLER

<ControllerDate>  
DATE

<CityManager>  
CITY MANAGER

<CityManagerDate>  
DATE

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



February 15, 2011

**TO: MAYOR AND CITY COUNCIL**

**FROM: CITY MANAGER**

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,259, ACCEPTING THE PROPOSAL FROM GRIFFIN STRUCTURES, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE GREENLEAF CORRIDOR IMPROVEMENT PROJECT (CIP# 08-02) AND APPROVING A CONSTRUCTION MANAGEMENT AND ENGINEERING PROJECT BUDGET**

### **SUMMARY**

This resolution rescinds Resolution No. 23,259 and accepts the proposal from Griffin Structures, Inc. for construction management and inspection services for the Greenleaf Corridor Improvement Project (CIP#08-02) and approving a construction management and engineering project budget.

### **BACKGROUND**

In April 2008, pursuant to Resolution No. 22,563, the City retained the services of Moore Iacofano Goltsman, Inc. (MIG) for landscape architectural services for the engineering/design phase of the project. The design phase has been completed.

The work covers park improvements to Greenleaf Parkway within the Southern California Edison (SCE) transmission right-of way. There are two sites referred to as “Walton” site and “Mayo” site. Work for each site includes demolition, clearing, grading, drainage, site utilities, electrical grounding, sign uplighting, solar accent lighting, exercise equipment, site furnishings, concrete headers, walks slabs and curbs, curb ramps, drive approaches, gutters, stripping, asphalt base and paving, rubberized surfacing, decomposed granite paving, boulders, gravel, vehicle gates, bollards, fencing, signage, interpretive signage, monument signs, landscape planting, and automatic irrigation system.

A recommendation to award the construction of the project has been scheduled for City Council and the next phase of the project is to retain the services of a qualified firm to perform construction management and inspection services for the project.

#3.

Greenleaf Corridor Improvement CM Revised  
Page 2

On October 3, 2010, staff advertised to solicit bids for construction management and inspection services for the Greenleaf Corridor Improvement Project from qualified firms. On October 28, 2010, a total of 4 bids were received from the following consultants:

**Construction Management Firms**

Griffin Structures, Inc  
CNC Engineering  
CMTS  
Quantum Quality Consultants

The proposal submitted by Griffin Structures, Inc. in the amount of \$124,970 was the best qualified firm to manage the project. For three decades, Griffin Structures, Inc. has successfully partnered with more than 60 communities across California and other states to meet their needs and expectations in the planning, design and construction of their parks and recreation facilities.

In the Request for Proposal (RFP), it was requested that the firms respond with their qualifications, scope of service, and etc. in one package and their fee in a separate sealed package. Therefore, as a result, the fee was not considered until after the selection of the most qualified firm.

A consultant selection committee comprised of Public Works staff was appointed at the beginning of the Request for Proposal process. The committee reviewed the materials in the proposals submitted by the consultants, developed a shortlist and final ranking of the most qualified proposals.

The evaluations used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm for the City of Compton, personnel assigned, resources required to perform the required services, and the proposed schedule of work.

Therefore, based upon the criteria, the proposal submitted by Griffin Structures, Inc. was deemed the best qualified and most competent firm to complete the scope of work on this project and their fee was \$124,970.

**STATEMENT OF THE ISSUE**

On December 21, 2010, Resolution No. 23,259 accepted the bid of Griffin Structures, but contained inaccurate and incomplete accounting information. Specifically, Resolution No. 23,259 indicated that CRA would be paying for the full amount of the cost instead of the 80% provided using federal funds and 20% using a local match (CRA).

However, the new resolution that staff is proposing that City Council adopt would indicate that 80% be funded using federal funds and 20% will be provided using a local match (CRA). Thus, staff is requesting that the old resolution be rescinded and a new one be adopted.

### **FINANCIAL IMPACT**

The federal funds for the project have been appropriated via a separate construction resolution.

A construction management and engineering project budget of \$376,386.15 shall be funded from the following sources; Account No. 1518-710-032-4269, \$301,108.92; and CRA No. 3050-800-009-4266, \$75,277.23.

### **RECOMMENDATION**

Staff recommends the adoption of the attached resolution.

**WENDELL E. JOHNSON, P.E.**  
**PUBLIC WORKS DIRECTOR/CITY ENGINEER**

**WILLIE NORFLEET**  
**CITY MANAGER**

**WN/WEJ/AT**





**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,259, ACCEPTING THE PROPOSAL FROM GRIFFIN STRUCTURES, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE GREENLEAF CORRIDOR IMPROVEMENT PROJECT (CIP# 08-02) AND APPROVING A CONSTRUCTION MANAGEMENT AND ENGINEERING PROJECT BUDGET**

**WHEREAS**, in April 2008, the City retained the services of Moore Iacofano Goltsman, Inc. (MIG) for architectural services for the engineering/design phase of the Greenleaf Corridor Improvement Project (CIP#08-02); and

**WHEREAS**, the design phase has been completed and the next phase of the project is to retain the services of a qualified firm to perform construction management and inspection service for the project; and

**WHEREAS**, the work to be performed consists of park improvements to the Greenleaf Parkway within the Southern California Edison (SCE) transmission right-of-way; and

**WHEREAS**, the Federal Department of Transportation has awarded funds for the construction phase of the project, that allows expenditure for construction management as well as additional construction engineering with standard stipulation of a 20% local match, which shall be provided from CRA funds; and

**WHEREAS**, on October 3, 2010, staff advertised to solicit proposals for the construction management of the Greenleaf Corridor Improvement Project from qualified firms; and

**WHEREAS**, on October 28, 2010, a total of 4 bids were received and the proposal submitted by Griffin Structures, Inc. in the amount of \$124,970 was the best qualified firm to manage the project; and

**WHEREAS**, Griffin Structures, Inc., Laguna Beach, California, successfully partnered with more than 60 communities across California specializing in the planning, design, and construction of parks and recreation facilities; and

**WHEREAS**, Resolution No. 23,259 accepted the bid of Griffin Structures, but contained inaccurate and incomplete accounting information.

**WHEREAS**, this resolution indicates that 80% would be federally funded and 20% will be provided using a local match.

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

**SECTION 1.** That Resolution No. 23,259 is herewith rescinded.

**SECTION 2.** That the proposal of Griffin Structures, Inc., is hereby accepted.

**SECTION 3.** That all other proposals are rejected.

**SECTION 4.** That City Manager, upon the advice of the City Attorney, is authorized to enter into a contract with and issue a purchase order to Griffin Structures, Inc., in an amount not to exceed \$124,970 for the construction management services related to the Greenleaf Corridor Improvement Project (CIP# 08-02) at the “Walton” and the “Mayo” sites.

**SECTION 5.** That a construction management and engineering project budget of \$\$376,386.15 shall be funded from the following sources; Account No. 1518-710-032-4269, \$301,108.92; and CRA No. 3050-800-009-4266, \$75,277.23.

**SECTION 6.** That copies of this resolution shall be filed in the offices of the Community Redevelopment Agency, City Manager, City Controller, City Clerk, and the Public Works Department.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was passed and 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 \_\_\_\_\_, 2011, by the following vote:

**AYES:            COUNCILMEMBERS–**  
**NOES:           COUNCILMEMBERS–**  
**ABSTAIN:       COUNCILMEMBERS–**  
**ABSENT:        COUNCILMEMBERS–**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,259, ACCEPTING THE PROPOSAL FROM GRIFFIN STRUCTURES, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE GREENLEAF CORRIDOR IMPROVEMENT PROJECT (CIP# 08-02) AND APPROVING A CONSTRUCTION MANAGEMENT AND ENGINEERING PROJECT BUDGET

Wendell Johnson  
DEPARTMENT MANAGER’S SIGNATURE

2/3/2011 3:37:13 PM  
DATE

REVIEW / APPROVAL

<LegalName>  
CITY ATTORNEY

<LegalDate>  
DATE

<ControllerName>  
CITY CONTROLLER

<ControllerDate>  
DATE

Dave Hewitt  
CITY MANAGER

2/10/2011 7:55:41 AM  
DATE

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



February 15, 2011

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: CITY MANAGER**

**SUBJ: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
TO ENTER INTO A CONTRACT WITH QUICKCRETE, INC. FOR THE  
PROCUREMENT AND INSTALLATION OF MONEUMENT ENTRY  
SIGNS AT CESAR CHAVEZ, FIG, RAYMOND AND SOUTH PARKS**

### **SUMMARY**

This is a new action item authorizing the City Manager to enter into a contract with and issue a purchase order to Quickcrete, Inc. in the amount of \$20,944.72 for the provision and installation of monument entry signs at Cesar Chavez, Fig, Raymond and South Parks.

### **BACKGROUND**

It is a common (and necessary) practice to post identifying signs at City parks. Standard park signs assist visitors in finding the park, add to the aesthetics and discern one city's parks from another. Over the past several years, the City's current park signs have been removed either due to vandalism or irreparable damage. In line with the City Council's vision of "*Birth of a New Compton*," the Parks, Recreation and Special Services Department ("the Department") identified replacement of **ALL** City park signs as a priority for the FY2010. Unfortunately, four parks were left out due to funding shortfalls. The funds to purchase and install these signs are available in the current FY2011 budget. It is recommended that, for the sake of consistency, the Department install new signs in the same style and form as the existing signs, which are relatively new. These signs are only available from Quickcrete, qualifying this procurement as "sole source."

Pursuant to the City's Procurement Guidelines, outlined in the City of Compton Standard Operating Manual §§ 4.5 (D), whereas a "Noncompetitive Negotiated and Sole Source Procurement" may occur when special conditions arise. Once such condition is when only one vendor is qualified to do the work or provide the product. Provision of the aforementioned four (4) park signs constitutes such a situation.

### **STATEMENT OF THE ISSUE**

The contact amount exceeds that which may be paid without City Council approval.

**FISCAL IMPACT**

The total amount of \$23,000 (\$20,944.72 + \$2,055.28 contingency = \$23,000) is available in the Department's Budget in account numbers 10018400004238 and 30308400024391 as follows:

| <b><u>Account</u></b> | <b><u>Description</u></b> | <b><u>Amount</u></b> |
|-----------------------|---------------------------|----------------------|
| 10018400004238        | Special Projects          | \$11,500.00          |
| 30308400024391        | Bond – Parks              | \$11,500.00          |

**RECOMMENDATION**

Staff recommends approval of the attached resolution.

**HOMER POST, DIRECTOR  
PARKS, RECREATION AND SPECIAL SERVICES**

**WILLIE NORFLEET  
CITY MANAGER**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
TO ENTER INTO A CONTRACT WITH QUICKCRETE, INC. FOR THE  
PROCUREMENT AND INSTALLATION OF MONEUMENT ENTRY  
SIGNS AT CESAR CHAVEZ, FIG, RAYMOND AND SOUTH PARKS

**WHEREAS**, it is a common (and necessary) practice to post identifying signs at City parks and standard park signs assist visitors in finding the park, add to the aesthetics and discern one city’s parks from another; and

**WHEREAS**, over the past several years, the City’s current park signs have been removed either due to vandalism or irreparable damage. In line with the City Council’s vision of “*Birthing A New Compton*,” the Parks, Recreation and Special Services Department (“the Department”) identified replacement of ALL City park signs as a priority for the FY 2010; and

**WHEREAS**, in line with the City Council’s vision of “*Birthing A New Compton*,” the Parks, Recreation and Special Services Department (“the Department” identified replacement of ALL City park signs as a priority for the FY 2010; and

**WHEREAS**, unfortunately, four parks (Cesar Chavez, Fig, Raymond and South Parks) were left out due to funding shortfalls; and

**WHEREAS**, the funds to purchase and install these signs are available in the current FY 2011 budget and it is recommended that, for the sake of consistency, the Department install new signs in the same style and form as the existing signs, which are relatively new; and

**WHEREAS**, these signs are only available from Quickcrete, qualifying this procurement as “sole source.”

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

**SECTION 1.** That the City Manager is authorized to enter into a contract with and issue a purchase to Quickcrete, Inc. in the amount of Twenty Thousand Nine Hundred Forty Four Dollars and Seventy-Two Cents (\$20,944.72) for the provision and installation of monument entry signs for Cesar Chavez, Fig, Raymond and South Parks.

**SECTION 2.** That a contingency amount of up to Two Thousand Fifty Five Dollars and Twenty-Eight Cents (\$2,055.28) is hereby authorized.

**SECTION 3.** That funds are available from the following accounts:

| <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|----------------|--------------------|---------------|
| 10018400004238 | Special Projects   | \$11,500.00   |
| 30308400024391 | Bond – Parks       | \$11,500.00   |

**SECTION 4.** That a certified copy of this resolution shall be filed in the office of the City Manager, City Controller, City Clerk and the Parks, Recreation and Special Services Department.

Resolution No. \_\_\_\_\_  
PAGE 2

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

|                  |                         |
|------------------|-------------------------|
| <b>AYES:</b>     | <b>COUNCIL MEMBERS—</b> |
| <b>NOES:</b>     | <b>COUNCIL MEMBERS—</b> |
| <b>ABSENT:</b>   | <b>COUNCIL MEMBERS—</b> |
| <b>ABSTAINS:</b> | <b>COUNCIL MEMBERS—</b> |

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**





QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation #4.

Quote No. 0100243  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMIMS@COMPTONCITY.ORG

**SHIP TO:** 0022

CESAR CHAVEZ PARK - SIGN  
1812 NORTH SANTA FE AVENUE  
XST: \_\_\_\_\_  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMIMS@COMPTONCITY.ORG

**Customer P.O.****Terms of Quotation****Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

| Item / Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Qty  | UM   | Unit Price | Amount   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------------|----------|
| ****CMAS CONTRACT #4-08-78-0039A****                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |      |            |          |
| Q9S<br>129" L. X 50" HT. X 8" THK. PRECAST CONCRETE ONE SIDED, 156"R. RADIUS, MONUMENT SIGN WITH<br>LETTERS AND CITY OF COMPTON LOGO INSET AND PAINTED. REVEAL UNPAINTED.<br>C1- NATURAL, T3- SANTA FE SANDBLAST, STANDARD GLOSS SEALER.<br><br>(CONVEX) TO READ:<br><br>1ST LINE: CESAR CHAVEZ PARK (4"HT. X 1/2"DP.)<br>(ALL UPPERCASE)<br>FONT: TIME ROMAN COND.<br><br>2ND LINE: CITY OF COMPTON (3"HT. X 1/4"DP.)<br>(UPPER & LOWER CASE)<br><br>FONT: TIMES ROMAN<br>PAINT: PANTONE REFLEX BLUE<br><br>**APPROX. UNIT WEIGHT= 2,689 LBS | 1.00 | EACH | 4,771.00   | 4,771.00 |
| COILROD-3/4X23<br>3/4" X 23"L COIL ROD FOR ANCHORING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 8.00 | EACH | 0.00       | 0.00     |
| ZSIKAFLEX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1.00 | EACH | 0.00       | 0.00     |
| PATCH KIT<br>LARGE PATCH KIT, WITH INSTRUCTIONS.<br>C1- NATURAL, T3- SFSB, STD. GLOSS SEALER.                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1.00 | EACH | 0.00       | 0.00     |

**\*\*\*PLEASE NOTE\*\*\***

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON: \_\_\_\_\_  
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)



QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation

Quote No. 0100243  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMIMS@COMPTONCITY.ORG

**SHIP TO:** 0022

CESAR CHAVEZ PARK - SIGN  
1812 NORTH SANTA FE AVENUE  
XST:  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMIMS@COMPTONCITY.ORG

**Customer P.O.**

**Terms of Quotation**

**Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

| Item / Item Description | Qty | UM | Unit Price | Amount |
|-------------------------|-----|----|------------|--------|
|-------------------------|-----|----|------------|--------|

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

**This price quote expires on March 01, 2011**

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. **Please issue all purchase orders to Quick Crete Products Corp.**

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. **Credit terms subject to change pending account verification.**

|                            |                 |
|----------------------------|-----------------|
| Net Amount:                | 4,771.00        |
| Sales Tax:                 | 465.18          |
| <b>Total Amount (USD):</b> | <b>5,236.18</b> |



QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation #4.

Quote No. 0100243  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMIMS@COMPTONCITY.ORG

**SHIP TO:** 0022

CESAR CHAVEZ PARK - SIGN  
1812 NORTH SANTA FE AVENUE  
XST:  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMIMS@COMPTONCITY.ORG

**Customer P.O.**

**Terms of Quotation**

**Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

**Item / Item Description**

**Qty**

**UM**

**Unit Price**

**Amount**

### TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Ed Rodrigues

12/01/2010

Quick Crete Products Corp.

Date

Customer Authorization

Date





QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation #4.

Quote No. 0100244  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**SHIP TO:** 0023

RAYMOND STREET PARK - SIGN  
400 RAYMONT STREET  
XST: \_\_\_\_\_  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**Customer P.O.****Terms of Quotation****Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

| Item / Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty  | UM   | Unit Price | Amount   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------------|----------|
| ****CMAS CONTRACT #4-08-78-0039A****                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |      |            |          |
| Q9S<br>129" L. X 50" HT. X 8" THK. PRECAST CONCRETE ONE SIDED, 156"R. RADIUS, MONUMENT SIGN WITH<br>LETTERS AND CITY OF COMPTON LOGO INSET AND PAINTED. REVEAL UNPAINTED.<br>C1- NATURAL, T3- SANTA FE SANDBLAST, STANDARD GLOSS SEALER.<br><br>(CONVEX) TO READ:<br><br>1ST LINE: RAYMOND STREET PARK (4"HT. X 1/2"DP.)<br>(ALL UPPERCASE)<br>FONT: TIME ROMAN COND.<br><br>2ND LINE: CITY OF COMPTON (3"HT. X 1/4"DP.)<br>(UPPER & LOWER CASE)<br><br>FONT: TIMES ROMAN<br>PAINT: PANTONE REFLEX BLUE<br><br>**APPROX. UNIT WEIGHT= 2,689 LBS | 1.00 | EACH | 4,771.00   | 4,771.00 |
| COILROD-3/4X23<br>3/4" X 23"L COIL ROD FOR ANCHORING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 8.00 | EACH | 0.00       | 0.00     |
| ZSIKAFLEX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1.00 | EACH | 0.00       | 0.00     |
| PATCH KIT<br>LARGE PATCH KIT, WITH INSTRUCTIONS.<br>C1- NATURAL, T3- SFSB, STD. GLOSS SEALER.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1.00 | EACH | 0.00       | 0.00     |

**\*\*\*PLEASE NOTE\*\*\***

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON: \_\_\_\_\_  
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)



QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation

Quote No. 0100244  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**SHIP TO:** 0023

RAYMOND STREET PARK - SIGN  
400 RAYMONT STREET  
XST: \_\_\_\_\_  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**Customer P.O.**

**Terms of Quotation**

**Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

**Item / Item Description**

**Qty**

**UM**

**Unit Price**

**Amount**

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

**This price quote expires on March 01, 2011**

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. **Please issue all purchase orders to Quick Crete Products Corp.**

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. **Credit terms subject to change pending account verification.**

|                            |                 |
|----------------------------|-----------------|
| <b>Net Amount:</b>         | 4,771.00        |
| <b>Sales Tax:</b>          | 465.18          |
| <b>Total Amount (USD):</b> | <b>5,236.18</b> |



QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

# Price Quotation #4.

Quote No. 0100244  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**SHIP TO:** 0023

RAYMOND STREET PARK - SIGN  
400 RAYMONT STREET  
XST:  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**Customer P.O.**

**Terms of Quotation**

**Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

**Item / Item Description**

**Qty**

**UM**

**Unit Price**

**Amount**

## TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Ed Rodrigues

12/01/2010

Quick Crete Products Corp.

Date

Customer Authorization

Date







QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation #4.

Quote No. 0100245  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**SHIP TO:** 0024

SOUTH PARK - SIGN  
800 EAST CALDWELL STREET  
XST: \_\_\_\_\_  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**Customer P.O.****Terms of Quotation****Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

| Item / Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Qty  | UM   | Unit Price | Amount   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------------|----------|
| ****CMAS CONTRACT #4-08-78-0039A****                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |      |            |          |
| Q9S<br>129" L. X 50" HT. X 8" THK. PRECAST CONCRETE ONE SIDED, 156"R. RADIUS, MONUMENT SIGN WITH<br>LETTERS AND CITY OF COMPTON LOGO INSET AND PAINTED. REVEAL UNPAINTED.<br>C1- NATURAL, T3- SANTA FE SANDBLAST, STANDARD GLOSS SEALER.<br><br>(CONVEX) TO READ:<br><br>1ST LINE: SOUTH PARK (4"HT. X 1/2"DP.)<br>(ALL UPPERCASE)<br>FONT: TIME ROMAN COND.<br><br>2ND LINE: CITY OF COMPTON (3"HT. X 1/4"DP.)<br>(UPPER & LOWER CASE)<br><br>FONT: TIMES ROMAN<br>PAINT: PANTONE REFLEX BLUE<br><br>**APPROX. UNIT WEIGHT= 2,689 LBS | 1.00 | EACH | 4,771.00   | 4,771.00 |
| COILROD-3/4X23<br>3/4" X 23"L COIL ROD FOR ANCHORING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 8.00 | EACH | 0.00       | 0.00     |
| ZSIKAFLEX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1.00 | EACH | 0.00       | 0.00     |
| PATCH KIT<br>LARGE PATCH KIT, WITH INSTRUCTIONS.<br>C1- NATURAL, T3- SFSB, STD. GLOSS SEALER.                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00 | EACH | 0.00       | 0.00     |

**\*\*\*PLEASE NOTE\*\*\***

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON: \_\_\_\_\_  
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)



QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation

Quote No. 0100245  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**SHIP TO:** 0024

SOUTH PARK - SIGN  
800 EAST CALDWELL STREET  
XST:  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**Customer P.O.**

**Terms of Quotation**

**Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

**Item / Item Description**

**Qty**

**UM**

**Unit Price**

**Amount**

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

**This price quote expires on March 01, 2011**

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. **Please issue all purchase orders to Quick Crete Products Corp.**

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. **Credit terms subject to change pending account verification.**

|                            |                 |
|----------------------------|-----------------|
| <b>Net Amount:</b>         | 4,771.00        |
| <b>Sales Tax:</b>          | 465.18          |
| <b>Total Amount (USD):</b> | <b>5,236.18</b> |



QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation #4.

Quote No. 0100245  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**SHIP TO:** 0024

SOUTH PARK - SIGN  
800 EAST CALDWELL STREET  
XST:  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**Customer P.O.**

**Terms of Quotation**

**Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

**Item / Item Description**

**Qty**

**UM**

**Unit Price**

**Amount**

### TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Ed Rodrigues

12/01/2010

Quick Crete Products Corp.

Date

Customer Authorization

Date





QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation #4.

Quote No. 0100247  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**SHIP TO:** 0025

FIG PARK - SIGN  
401 WEST FIG STREET  
XST: \_\_\_\_\_  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**Customer P.O.****Terms of Quotation****Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

| Item / Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Qty  | UM   | Unit Price | Amount   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------------|----------|
| ****CMAS CONTRACT #4-08-78-0039A****                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |      |            |          |
| Q9S<br>129" L. X 50" HT. X 8" THK. PRECAST CONCRETE ONE SIDED, 156"R. RADIUS, MONUMENT SIGN WITH<br>LETTERS AND CITY OF COMPTON LOGO INSET AND PAINTED. REVEAL UNPAINTED.<br>C1- NATURAL, T3- SANTA FE SANDBLAST, STANDARD GLOSS SEALER.<br><br>(CONVEX) TO READ:<br><br>1ST LINE: FIG PARK (4"HT. X 1/2"DP.)<br>(ALL UPPERCASE)<br>FONT: TIME ROMAN COND.<br><br>2ND LINE: CITY OF COMPTON (3"HT. X 1/4"DP.)<br>(UPPER & LOWER CASE)<br><br>FONT: TIMES ROMAN<br>PAINT: PANTONE REFLEX BLUE<br><br>**APPROX. UNIT WEIGHT= 2,689 LBS | 1.00 | EACH | 4,771.00   | 4,771.00 |
| COILROD-3/4X23<br>3/4" X 23"L COIL ROD FOR ANCHORING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 8.00 | EACH | 0.00       | 0.00     |
| ZSIKAFLEX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.00 | EACH | 0.00       | 0.00     |
| PATCH KIT<br>LARGE PATCH KIT, WITH INSTRUCTIONS.<br>C1- NATURAL, T3- SFSB, STD. GLOSS SEALER.                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1.00 | EACH | 0.00       | 0.00     |

**\*\*\*PLEASE NOTE\*\*\***

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON: \_\_\_\_\_  
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)



QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation

Quote No. 0100247  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**SHIP TO:** 0025

FIG PARK - SIGN  
401 WEST FIG STREET  
XST: \_\_\_\_\_  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**Customer P.O.**

**Terms of Quotation**

**Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

**Item / Item Description**

**Qty**

**UM**

**Unit Price**

**Amount**

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

**This price quote expires on March 01, 2011**

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. **Please issue all purchase orders to Quick Crete Products Corp.**

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. **Credit terms subject to change pending account verification.**

|                            |                 |
|----------------------------|-----------------|
| <b>Net Amount:</b>         | 4,771.00        |
| <b>Sales Tax:</b>          | 465.18          |
| <b>Total Amount (USD):</b> | <b>5,236.18</b> |



QUICK CRETE PRODUCTS CORP.  
P.O. BOX 639  
731 PARKRIDGE AVE.  
NORCO, CA 92860-0639  
(951) 737-6240  
Fax(951) 737-7032  
www.quickcrete.com

## Price Quotation #4.

Quote No. 0100247  
Quote Date 12/1/2010

**SOLD TO:** 01-CTYCOMP

CITY OF COMPTON  
COMPTON CONTROLLER  
205 SOUTH WILLOWBROOK AVENUE  
P.O. BOX 5118  
COMPTON, CA 90221

Confirm To: BRANDON MIMS

Phone: (310) 605-5576 Ext: cell Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**SHIP TO:** 0025

FIG PARK - SIGN  
401 WEST FIG STREET  
XST: \_\_\_\_\_  
COMPTON, CA 90221

Ship To Contact: BRANDON MIMS

Phone: (310) 605-5620 Ext: Fax: (310) 639-5260

Email Address: BMINS@COMPTONCITY.ORG

**Customer P.O.**

**Terms of Quotation**

**Salesperson**

NET 30 / NON-CANCELLABLE P.O.

SOUTHWEST BILL JACOBSON 2009

**Item / Item Description**

**Qty**

**UM**

**Unit Price**

**Amount**

### TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Ed Rodrigues

12/01/2010

Quick Crete Products Corp.

Date

Customer Authorization

Date





RESOLUTION SIGN-OFF FORM

DEPARTMENT: Recreation

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ISSUING A PURCHASE ORDER TO QUICKCRETE, INC. FOR THE INSTALLATION OF MONEUMENT ENTRY SIGNS AT CESAR CHAVEZ, FIG, RAYMOND AND SOUTH PARKS

Homer Post  
DEPARTMENT MANAGER’S SIGNATURE

12/27/2010 11:10:23 AM  
DATE

REVIEW / APPROVAL

Ruth Rugley  
CITY ATTORNEY

2/10/2011 10:34:37 AM  
DATE

Stephen Ajobiewe  
CITY CONTROLLER

2/10/2011 9:55:27 AM  
DATE

Willie Norfleet  
CITY MANAGER

2/9/2011 10:14:42 PM  
DATE

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



## WARRANTS APPROVED BY COUNCIL

| <u>Warrant #</u>                  | <u>Date</u> | <u>Name</u>       | <u>Description</u>           | <u>Amount</u> |
|-----------------------------------|-------------|-------------------|------------------------------|---------------|
| 196498                            | 02/09/11    | RBW Security Inc. | Security Services            | \$41,120.00   |
| <b>Requested by: City Manager</b> |             |                   |                              |               |
| 196516                            | 02/10/11    | RBW Security Inc. | Security Services            | \$13,500.00   |
| <b>Requested by: City Manager</b> |             |                   |                              |               |
| 196447                            | 02/09/11    | Base Architecture | Concept design for City Hall | \$78,689.23   |
| <b>Requested by: City Manager</b> |             |                   |                              |               |

I hereby certify that the above demands in the amount of \$133,309.23 were approved at a regular meeting of the City Council and reject \_\_\_\_\_ as of February 15, 2011.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on February 15, 2011 allowed the above demands.

\_\_\_\_\_  
Alita Godwin  
City Clerk



**WARRANTS APPROVED BY COUNCIL**

| <b><u>Warrant #</u></b> | <b><u>Date</u></b> | <b><u>Name</u></b> | <b><u>Description</u></b> | <b><u>Amount</u></b> |
|-------------------------|--------------------|--------------------|---------------------------|----------------------|
| 196521                  | 2/10/11            | C.H.A.N.G.E.       | Graffiti Removal          | \$10,000.00          |

**Requested by: Public Works**

I hereby certify that the above demand in the amount of \$10,000 was approved at a regular meeting of the City Council and reject \_\_\_\_\_ as of February 15, 2011.

\_\_\_\_\_  
Council Member\_\_\_\_\_  
Council Member\_\_\_\_\_  
City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on February 15, 2011 allowed the above demand.

\_\_\_\_\_  
Alita Godwin  
City Clerk



**February 15, 2011**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: CITY ATTORNEY**

**SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8394/LI0000060A**

**SUMMARY**

Council will consider the claim of Jonathan Bowers (Claim No. I-8394/LI0000060A), presented to the City on January 3, 2011 pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

**BACKGROUND**

On January 3, 2011, the above claim was presented to the City Controller for property damage. Claimant alleges that his vehicle was damaged due to a pothole between Artesia Boulevard and Manville Street while driving northbound on Wilmington Boulevard on December 26, 2010 at 7:30 p.m.

Cases such as this usually turn on whether the City had notice of the condition. There are no facts to suggest that the City had the requisite notice prior to the date of incident.

**FINANCIAL IMPACT**

Three Hundred Forty Four Dollars and Forty Three Cents (\$344.43).

**RECOMMENDATION**

Staff recommends that this claim be denied.

\_\_\_\_\_  
/S/  
**CRAIG J. CORNWELL**  
**CITY ATTORNEY**





**January 18, 2011**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COMPTON ADOPTING THE UPDATE TO THE 2005 NATURAL  
HAZARDS MITIGATION PLAN**

**SUMMARY**

The attached Resolution authorizes the City Council to approve the City's updated Natural Hazard Mitigation Plan.

**BACKGROUND**

The Disaster Mitigation Act of 2000 (DMA 2000) required every state, county, city and special district to submit a Natural Hazard Mitigation Plan by November 1, 2004. § 201.6(c)(4)(i) requires that all Natural Hazard Mitigation Plans be reviewed and updated every five years. The City of Compton's Natural Hazard Mitigation Plan was completed in October of 2004. It has been six years since FEMA's final approval and the plan must be updated as soon as possible.

**SITUATION**

Emergency Planning Consultants was contracted to assist the City in drafting the update to the Natural Hazards Mitigation Plan. A Planning Team was formed consisting of representatives from the following departments: Fire, General Services, Community Development, Public Works, Water, Building and Safety, ITS Housing Authority, Human Relations, Controller's Office, Parks and Recreation, Career Link, City Manager's Office, and Redevelopment.

The update involved revising demographic and land use information, gathering status of mitigation action items identified in the 2005 planning process, identifying new mitigation action items, and informing the public of the planning process. Much of the information required for development of a Natural Hazards Mitigation Plan already exists in City documents. As an example, the City's General Plan and Multi-Hazard Functional Plan were utilized for updating data and information required for the Mitigation Plan.

**#8.**

The Plan identifies more than a hundred mitigation action items, including assigned departments, funding sources, timelines, and priorities. The mitigation action items are a range of activities aimed at minimizing the impact of natural hazards on the community and its vital resources.

A critical component of the planning process is to conduct a public meeting open to all interested members of the community. That public meeting requirement will be met tonight with the meeting of the City Council.

### **FINANCIAL IMPACT**

Failure to adopt may have a detrimental financial impact on the City. The lack of a current, updated plan may render the City ineligible to receive future FEMA disaster assistance. In addition, all prior funding awarded from FEMA may be rescinded and required to be repaid. Therefore, the Plan needs to be updated as soon as possible to maintain compliance with DMA 2000 and its subsequent addendums.

### **RECOMMENDATION**

Staff recommends that the City Council approve a Resolution adopting the update to the City of Compton Natural Hazards Mitigation Plan and authorizing the City Manager to amend and update the Plan as needed in the future. Adoption legitimizes the plan update and authorizes departments and their staffs to execute their responsibilities.

**JON THOMPSON  
FIRE CHIEF**

**WILLIE NORFLEET  
CITY MANAGER**

RESOLUTION NO \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
ADOPTING THE UPDATE TO THE CITY’S 2005 NATURAL HAZARDS  
MITIGATION PLAN

**WHEREAS**, prior to November 1, 2004, every state, county, city and special district must submit a Natural Hazard Mitigation Plan to obviate the consequences of and plan for natural disasters as mandated in the Disaster Mitigation Act of 2000 (DMA 2000); and

**WHEREAS**, the City of Compton’s Natural Hazard Mitigation Plan was completed in 2004, and Local Multi-hazard Mitigation Planning Guidance §201.6(c)(4)(i) requires that all Hazard Mitigation Plans be reviewed and updated every five years; and

**WHEREAS**, any affected jurisdiction that fails to meet this requirement runs the risk of not being properly reimbursed for natural disasters by FEMA; and

**WHEREAS**, in an effort to ensure that the City’s Natural Hazard Mitigation Plan update is completed in an expeditious manner and results in a document that is acceptable to State and Federal officials, the City hired Emergency Planning Consultants to complete the Plan Update; and

**WHEREAS**, a Planning Team was formed consisting of representatives from the following departments: Fire, General Services, Community Development, Public Works, Water, Building and Safety, ITS Housing Authority, Human Resources, Controller’s Office, Parks and Recreation, Career Link, City Manager’s Office, and the Community Redevelopment Agency; and

**WHEREAS**, the Plan identifies more than a hundred mitigation action items, including assigned departments, funding sources, timelines, and priorities. The mitigation action items are a range of activities aimed at minimizing the impact of natural hazards on the community and its vital resources.

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

**SECTION 1.** That the Natural Hazard Mitigation Plan Update is adopted.

**SECTION 2.** The adopted Plan will be submitted to the State’s Emergency Management Agency (Cal EMA). The Cal EMA staff will work with FEMA Region IX to review the document for compliance with the DMA 2000 regulations. FEMA has the authority to approve the Plan.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

RESOLUTION NO. \_\_\_\_\_  
Page 2

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE UPDATE TO THE 2005 NATURAL HAZARDS MITIGATION PLAN

Jon Thompson  
DEPARTMENT MANAGER’S SIGNATURE

11/24/2010 4:39:58 PM  
DATE

REVIEW / APPROVAL

Ruth Rugley  
CITY ATTORNEY

12/2/2010 10:03:02 AM  
DATE

Stephen Ajobiewe  
CITY CONTROLLER

12/2/2010 9:23:25 AM  
DATE

Willie Norfleet  
CITY MANAGER

12/1/2010 4:45:22 PM  
DATE

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

