NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, October 23, 2012
5:45 PM

HEARING(S)

5:50 P.M. - PUBLIC HEARING - PROPOSED RE-ALIGNMENT OF ELECTORAL DISTRICTS (Item #11)

6:00 P.M. - PUBLIC HEARING - TO CONSIDER FINANCING OF THE ACQUISITION AND DEVELOPMENT OF PARK VILLAGE APARTMENTS (708 W. Corregidor Street) - (Item #12)

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. OCTOBER 9, 2012

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. WILLIAMS ALLEY PROGRESS REPORT **(RECEIVE/FILE)**

3. ORIS/WINONA ALLEY PROGRESS REPORT **(RECEIVE/FILE)**

COMPTON CAREERLINK

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,582 AND AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL FUNDS AND ENTER INTO AN AGREEMENT WITH THE COMMUNITY AND SENIOR SERVICES (CSS) OF LOS ANGELES COUNTY FOR THE WORKFORCE INVESTMENT ACT (WIA) WAIVER YOUTH EMPLOYMENT PROGRAM (WWYEP) FOR FISCAL YEAR 2012-2013

PUBLIC WORKS-ENGINEERING

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO KATZ, OKITSU & ASSOCIATES (KOA) FOR ENGINEERING AND DESIGN SERVICES FOR THE TRAFFIC SIGNAL UPGRADE PROJECT AND PROVISION OF THE TRAFFIC MANAGEMENT OPERATIONS CENTER (CIP NO. 06-06)

RISK MANAGEMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH SERVICE PROVIDERS FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Gonzalez v. City of Compton, LASC BC450494
Angulo et al v. City of Compton
Pursuant to California Government Code Session 54956.9(a)

UNFINISHED BUSINESS

8. **MINUTE MOTION:** RECONSIDER SECOND READING FOR REDISTRICING PLAN "C"

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RE-ALIGNING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS, BASED ON THE 2010 CENSUS, FOR USE AT THE CITY'S APRIL 2013 PRIMARY ELECTION AND SUBSEQUENT ELECTIONS **(Second Reading)**

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION # 23,546 AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID, ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO CORA CONSTRUCTOR, INC. FOR THE CONSTRUCTION OF WELL # 20 AT SIBRIE PARK AND AMEND THE WATER DEPARTMENT 2012/2013 BUDGET

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RE-ALIGNING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS, BASED ON THE 2010 CENSUS, FOR USE AT THE CITY'S APRIL 2013 PRIMARY ELECTION AND SUBSEQUENT ELECTIONS **(FIRST READING)**

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE PARK VILLAGE FAMILY APARTMENTS

13. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION VI OF THE COMPTON MUNICIPAL CODE ADDING SECTION 6-22 AUTHORIZING THE CITY TO CONDUCT ALL-MAIL BALLOT ELECTIONS

APPROVAL OF WARRANTS

14. Warrant #211117 - Date - 9/17/12 - Name - All Star Interpreting Services - Services - Spanish Interpreting Services - Amount - $7,136.80 - Requested by: City Clerk's Office

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, November 06, 2012 @ 5:45 PM.

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

View Meetings Live at mms://livemedia.comptoncity.org:8080

OCTOBER 9, 2012

The City Council meeting was called to order at 7:08 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin.

ROLL CALL

Council Members Present: **Zurita, Dobson, Arceneaux, Jones, Perrodin**
Council Members Absent: **None**

Other Officials Present: **C. Cornwell, A. Godwin, G. H. Duffey**

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. **PROCLAMATION** - Day of the Girl

Councilperson Zurita proclaimed October 11, 2012 "Day of the Girl" in the City of Compton.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, asked the city manager to address the access and availability of of Dollarhide buses to the senior citizen community. He advised the City Council to select the plan map favored by the majority of the citizens; and to avoid an increase in the cost to create ballot materials.

Margie Young, Compton resident, encouraged the members of the City Council to keep up the good work and remain diligent in their prayers.

Patricia Simpson, Compton resident, asked the city manager to address the extreme occurrences of ice cream trucks in Sunny Cove.

Senita Farley, East Rancho Dominquez resident, welcomed city manager Duffey to the City of Compton and spoke of how she had worked for a state government agency that monitored Community Development Block Grant funds in the city of Oroville. She petitioned the City to enter into an agreement with the County of Los Angeles to eradicate illegal vendors; and further asked the city manager to assist her in addressing the prostitution on Long Beach Boulevard.

Bobby Ruffin, Compton resident, requested that council address the connection between trash bins and the trash collection fee.

Mayor Perrodin indicated that all citizens were required to pay for trash service and that bins were issued to residents to help the City comply with state mandates.

Mr. Ruffin commented on an agreement entered into by the previous mayor to forego trash collection fees for all residents.

Mayor Perrodin notified Mr. Ruffin that he was probably misinformed, because 1) trash disposal has to be paid for, 2) the City does not receive money for recyclables, 3) a certain percentage of trash has been recycled to ensure the City is compliant with state laws.

City Manager Duffey also mentioned that Compton resident's trash collection costs are lower because they separate the trash themselves.

Mr. Ruffin notified the members of the City Council that someone was selling the rights to collect recyclables on Caldwell Street.

City Manager Duffey indicated that he would address that issue.

Mr. Ruffin went on to ask the Mayor to address a Metropolitan Water District bond on his tax bill dating back to 1960. Mayor Perrodin assured Mr. Ruffin that he would direct the city manager to provide a report.

Lorraine Cervantes, Compton resident, alerted the members of the City Council about the issues concerning the Lynwood councilpersons that were recently indicted and convicted for compensation related issues. She referenced Item Number Twelve and maintained that there were no security risks in the council chambers; and that business owners and potential residents would be apprehensive about coming to Compton because of it. She went on to request a report regarding whether or not a councilperson had reimbursed the City for items purchased with a city credit card.

Councilperson Arceneaux provided specific details concerning the use and reimbursement of the City's credit card for a Christmas event. Ms. Arceneaux went on to direct the city controller to provide a copy of the check to confirm her report.

Charles Strickland, Compton resident, encouraged the City Council to stay positive.

Joyce Kelly, Compton resident, petitioned the City Council to ask Congresswoman Richardson or Representative Hahn to address what happened to the $450 billion allocation from President Obama to implement transportation jobs during the month of August. She cited racism and discrimination on the part of the city manager; and questioned the City Council's definition of a leader. She spoke in favor of voter identification, due to a rumor that persons in the Latino community were giving provisional ballots to unregistered voters to support Measure B. She further questioned how anyone could claim that Dollarhide buses were broken if new ones were purchased in September 2012.

Elizabeth Logan, Compton resident, expressed a concern for the cost of water service in the City of Compton.

Mayor Perrodin referred Ms. Logan to assistant city manager Davis.

Carolyn Stokes, Compton resident, petitioned the members of the City Council to cease in debating with the constituents and suggested they discuss issues regarding the City's money and receivership. She requested a written record of the amount of money Danny Bakewell owes the City and that additional handicap parking spaces be installed in front of city hall.

City Attorney Cornwell stated that he would respond to Ms. Stokes' concerns during his oral report.

Lynn Boone, Compton resident, asked the City Council to discuss Item Number Five because she believes it should be addressed under the Successor Agency. She held that this city manager had managed to prohibit the City Council from correcting a budget amendment increase in an employee's salary. She also and alleged that the general manager of the water department was let go because of his refusal to let a relative of a councilperson be transferred to the Water or reprographics department or increase the salary for John Phillips. Ms. Boone further alleged that the new public works director would provide for both of those instances. She expressed a concern for the details in Item Number Thirteen and supposed that this was one of the several items that this city manager has done for his $20,000 raise from councilperson in District One.

The meeting was interrupted and brought back to order by Mayor Pro-Tem Dobson.

City Manager Duffey clarified the allegations made by Ms. Boone in regards to the Water Department Director's salary..

CONSENT AGENDA

Councilperson Jones out at 8:20 p.m.

ITEMS REMOVED FROM THE CONSENT AGENDA - Items 5 & 6 were removed from the Consent Agenda.

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

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

APPROVAL OF MINUTES

3. SEPTEMBER 25, 2012

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND REPAIR **(Resolution # 23,621)**

PUBLIC WORKS-ENGINEERING

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2012-2013 **(Resolution # 23,622)**

WATER DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK SOFTWARE COMPANY FOR THE MAINTENANCE OF TECHNICAL SUPPORT OF THE SOFTWARE AND HARDWARE FOR THE WATER DEPARTMENT'S UTILITY BILLING SYSTEM **(Resolution # 23,623)**

ITEMS REMOVED FROM THE CONSENT AGENDA

COMMUNITY REDEVELOPMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH YOUTH BUILD AS A DEVELOPER PARTNER FOR THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP 1 & 3)

Councilperson Jones in at 8:21 p.m.

Mayor Perrodin asked if this item should be listed under the Successor Agency agenda.

Kofi Sefa'boayke, Director of the Successor Agency, notified the Mayor that this is a federally-funded program; wherein the City of Compton and the City Council are legally authorized signatories to the program.

Mayor Perrodin further questioned if this was an issue of semantics; due to the use of the term "Successor Agency" in the body of the resolution. Mr. Sefa'boayke replied affirmatively and noted that Assembly Bill 26 did not minimize the role of the redevelopment agency to perform tasks for the City.

City Attorney Cornwell stated that this is not semantics and explained that the Successor Agency has programs in their department that are above their obligations to the state. For example, the First-Time Homebuyers and Neighborhood Stabilization Programs do not have to be administered by the Agency. They are city-managed programs that have been delegated to the Agency to manage.

#1.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,624** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH YOUTH BUILD AS A DEVELOPER PARTNER FOR THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP 1 & 3)"** was approved, by the following vote on roll call:

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

HOUSING AUTHORITY

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON LOCAL HOUSING AUTHORITY

Mayor Perrodin inquired about how much the City will be charging per square foot.

Del Green, Director of Local Housing Authority, notified the Mayor that the square footage was not factored into the lease agreement which was entered into years ago.

Kelly Montgomery, Director of General Services Department, stated that the space is approximately 4,000 square feet and being used at an amount that is less than $1 per foot.

Mayor Perrodin voiced a concern for this item being brought before the council without square footage or rate information.

City Manager Duffey explained that in order to administer this program, HUD had to have the terms of the agreement.

Mayor Perrodin asked why the lease agreement was not brought before the council sooner if the contract began July 1, 2012.

City Manager Duffey stated that during the process of working with HUD, the housing director had to have an agreement to which HUD would agree to. Mr. Duffey asked if these were the same terms as previous years.

Ms. Green replied affirmatively and added that the lease agreement began in 1998 and increased by $6,358.00 in 2003.

City Manager Duffey notified the Mayor that staff is currently preparing a uniform process wherein the City can process lease agreements going forward. Mr. Duffey also noted that he was aware that this lease agreement did not meet the City's conditions.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,625** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON LOCAL HOUSING AUTHORITY"** was approved, by the following vote on roll call:

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

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

9. A REQUEST TO SCHEDULE PUBLIC HEARINGS REGARDING PROPOSED RE-ALIGNMENT OF ELECTORAL DISTRICTS

Councilperson Zurita requested additional information.

City Attorney Cornwell indicated that new plans would be submitted for public comment.

Councilperson Jones requested the deadline to drawing the boundary lines. City Attorney Cornwell stated that the City is currently out of compliance.

Mayor Perrodin requested the deadline to printing the ballots for the nomination's process.

City Clerk Godwin replied that the deadline for the consolidation of precincts to the County Recorder is early February.

Mayor Perrodin suggested that someone involved in the redistricting process meet with Councilperson Dobson, prior to the hearing, to ensure that she is in agreement with the proposed maps.

City Manager Duffey mentioned that he had a conversation with Councilperson Dobson to discuss alternative maps.

Councilperson Arceneaux stated that there is talk in the community that additional maps have been submitted.

City Attorney Cornwell confirmed that the City's demographer has been working on additional maps.

Mayor Perrodin asked the city attorney if the demographer had talked to Councilperson Dobson.

City Attorney Cornwell stated that the demographer has asked to schedule time with Councilperson Dobson.

Councilperson Zurita asked if he would schedule time with her, as well.

City Attorney Cornwell stated that a meeting of three outside a council meeting would have to be placed on the agenda..

Councilperson Dobson stated that she would prefer the meeting be held in a public forum.

City Manager Duffey cited that it is his intent to introduce and discuss the initial concepts with Councilperson Dobson to determine if her concerns could be addressed.

Councilperson Dobson answered that she was open to reviewing maps.

On motion by Arceneaux, seconded by Jones, the public hearings were scheduled for **October 23, 2012 at 5:50 p.m**. and **November 6, 2012 at 6:00 p.m.**, by the following vote on roll call:

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

10. ORAL REPORT - SHERIFF'S DEPARTMENT (PROSTITUTION)

Lieutenant Cummings, Compton Sheriff's Department, reported that approximately 375 arrests were made in connection with prostitution since January 2012. The following tools will be implemented to reduce the impact that prostitution has on the Compton community:

- bike/foot patrol
- Ad campaign on Channel 36

Councilperson Dobson recommended that persons arrested in connection with prostitution be cited on site.

#1.

Councilperson Jones recommended that the Sheriff's assign multiple violations to those arrested in connection with prostitution.

Mayor Perrodin commented on the impact that prostitution has on the judicial system and made a recommendation to impound the vehicles of all offenders to help deter repeated offenses.

1. **POWER POINT PRESENTATION** - Congresswoman Laura Richardson

Congresswoman Laura Richardson presented a Power Point presentation on the success and progress made in the 37th Congressional District.

11. **POWERPOINT PRESENTATION-** GRANT PROGRAMS OVERVIEW

Renee Ferrell, Grants Manager, presented an overview of the grants received and administered by the Grants Division. The City of Compton has received funding from numerous sources to assist the City in providing public services, improved infrastructure, First-Time Homebuyers Program, low-income housing, tree planting and educational programming. These sources include but are not limited to Housing and Urban Development Department (HUD), which encompasses the following funding sources available to the City as of September 30, 2012:

Community Development Block Grant (CDBG) - $3,095,550.36
Home Investment Partnership (HOME) - $2,167,541.34
Emergency Solutions Grant (ESG) - $345,950.54
Los Angeles County Regional Park and Open Space District - $1,329,667.26*
Los Angeles County Regional Park and Open Space District - $350,000.00
Justice Assistance Grant (JAG) - $444,083.00
ARRA - Justice Assistance Grant (ARRA-JAG) - $477,147.18
United States Department of Education (ED) - $115,112.65
California Forestry and Fire Protection (Cal Fire) - $100,000.00
California Office of Traffic and Safety (OTS) - $140,600.00

TOTAL - $8,565,652.33*

*The amounts are approximate due to ongoing reimbursements.

On September 27, 2012, the Grants Division submitted a maintenance and service reimbursement request in the amount of $1,319,328.15, which included the past 5 years worth of eligible expenditures that were charged against the General Fund.

In the past two years, the City has had to use General funds to repay HUD approximately $45,175 for HPRP and Careerlink ineligible expenses. In addition, HUD has de-obligated $123,008 of HOME funds due to program commitment and expenditure shortfall.

Mayor Perrodin submitted a request to seek reimbursements from non-compliant organizations if the City has had to pay back HUD.

REQUEST TO EXTEND THE CITY COUNCIL MEETING

On motion by Arceneaux, seconded by Zurita, to extend the City Council meeting, by the following vote on roll call:

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

CITY ATTORNEY'S REPORTS

CLOSED SESSION

12. Threat To Public Services Or Facilities:
Consultation With Los Angeles County Sheriff's Department
Lt. Jerry Cummins, Pursuant to California Government Code Section 54957(a)

(REAGENDAD)

It was motioned by Arceneaux, seconded by Zurita to hold a closed session.

Mayor Perrodin proposed that closed session be postponed.

Councilperson Arceneaux withdrew her motion.

CITY ATTORNEY'S ORAL REPORT ON CITIZEN'S COMMENTS

City Attorney Cornwell addressed a citizen's comment regarding whether or not local agencies could tax California lottery retailers. Mr. Cornwell reported that the City was preempted from taxing retailers.

City Attorney Cornwell reported that the City of Compton loaned Compton Commercial Development Renaissance Plaza LLC. $2,850,000 million for the construction of a Burlington Store at 3% over ten years with the Community Redevelopment Agency. Since the City was not affiliated with the transaction the $2.8 million is not money owed to the General Fund, but tax increment funds under Assembly Bill 26.

Mr. Cornwell reported on the investigation of properties on Long Beach Boulevard regarding a potential for businesses to have their licenses revoked for outstanding violations.

UNFINISHED BUSINESS- There was no Unfinished Business.

NEW BUSINESS

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE, PRO SHOP AND SNACK BAR

Councilperson Zurita asked why this item didn't go out to bid.

Marvin Hunt, Director of Parks and Recreation, notified Councilperson Zurita that Mr. Forge has been an invaluable asset to operating the Pro and Snack Shop for the last 26 years. Therefore Parks and Recreation staff is recommending the renewal of his contract.

Councilperson Zurita maintained that the City should have one policy in place and not be selective in what contracts go out to bid.

Mayor Perrodin spoke in favor of Mr. Forge and the contract.

City Attorney Cornwell requested that Section 5 of the resolution be amended to reflect $150.

City Manager Duffey stated that the current vender would be able to operate on a month to month basis.

Councilperson Jones requested the City's policy for bidding on professional services contracts.

City Attorney Cornwell indicated that professional services contracts are solicited to obtain a unique set of skills in which a bidding process would not be beneficial.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,626** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE, PRO SHOP AND SNACK BAR"** was approved, by the following vote on roll call:

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

#1.

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR THE PAYMENT OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2012/2013

Councilperson Dobson cited the details of the purchase order and asked what the City would receive for $17 million.

Jon Thompson, Interim Director of Municipal Law Enforcement Services Department (MLES), replied that the City would receive emergency helicopter services and the day-to- day operations of 75 uniformed officers patrolling the City's streets.

Councilperson Dobson expressed a concern for the cost of the contract and the additional expenses incurred, such as overtime, utility costs, prison maintenance, etc.

City Manager Duffey requested the amount of money paid to the Sheriff's department last fiscal year.

Stephen Ajobiewe, City Controller, affirmed that the total cost was approximately $18 million.

Councilperson Dobson spoke in opposition to this resolution due to the added costs to the City for essential services.

Mayor Perrodin requested an itemized deduction on how much the Sheriff's department will charge the City per deputy per event.

Mayor Perrodin also asked why this item is on the agenda if it has been passed in the budget.

City Manager Duffey stated that although the item was approved in the budget, the contract has not been signed and is three months past due. Mr. Duffey also mentioned that he was notified by MLES that the City Controller would not approve the contract without a resolution.

Mayor Perrodin requested confirmation from the City Controller. City Controller Ajobiewe replied affirmatively.

Councilperson Dobson requested an estimate of the total cost the City is required to pay for overtime, utilities, major building repairs, non-emergency helicopter service, business licenses, background checks, stings, massage parlors, booking and prison maintenance costs.

City Manager Duffey asserted that based upon the City Charter it is his responsibility to administer the budget, however he stated the city controller's directives are slowing down the business of the City.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,627** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR THE PAYMENT OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2012/2013"** was approved, by the following vote on roll call:

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

15. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-21.6 OF CHAPTER 2 OF THE COMPTON MUNICIPAL CODE ELIMINATING THE COMPENSATION OF THE CHAIRPERSON AND COMMISSION MEMBERS OF THE COMPTON GAMING COMMISSION **(REMOVED)**

APPROVALS OF WARRANTS- There were no warrants to be approved.

COUNCIL COMMENTS

Councilperson Arceneaux out at 11:02 p.m.

Councilperson Zurita announced the "First Annual Compton Walk for a Cure" event to be held on Saturday, October 27, 2012 at the Greenleaf Parkway. For additional information, please call (310) 605-5510.

Councilperson Zurita requested that the meeting be adjourned in the memory of long-time resident Terry Cross and Assemblyman Mervyn Dymally.

Councilperson Jones offered his condolences and prayers to the Dymally family.

Councilperson Jones announced the "Compton Community College District Roundtable Discussion" to be held on Thursday, October 11, 2012 at 6 p.m. in the Compton Unified School District boardroom.

Councilperson Zurita out at 11:06 p.m.

Councilperson Jones announced the Dominguez Rancho Adobe Museum's "165th Anniversary Celebration" to be held on Saturday, October 13, 2012 at 10 a.m. at 18127 South Alameda Street.

Councilperson Jones invited the community to participate in the "Children's Fall Festival" event to be held on Saturday, October 27, 2012 from 10 a.m. to 2 p.m. at Kelly Park.

Councilperson Jones also announced the "4th District Cleanup Event" to be held on Saturday, October 20, 2012 at Vanguard Learning Center. If you would like to volunteer for this event, please call (310) 605-5662.

Councilperson Dobson cordially invited the community to attend the "Metro Meeting" to be held on November 15, 2012 at 6:30 p.m. in the Transit Center. Ms. Dobson also announced that the Senior Activity Center would be completed next year.

Councilperson Dobson thanked the following persons and organizations for their contributions to the "9th Annual Homeless Veterans Stand-down" event: Pat Castle, KJLH 102.3FM and Ms. Young.

Mayor Perrodin announced the Block Club Commission's "Community Conference Meeting" to be held on Saturday, October 13, 2012 at 10 a.m. at Gonzales Park.

ADJOURNMENT

On motion by Jones, seconded by Dobson, the meeting was adjourned at 11:15 p.m. in the memory of **Terry Cross** and **Mervyn Dymally**, by the following vote on roll call:

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

_____ _____

Clerk of the City of Compton **Mayor of the City of Compton**

DATE: **OCTOBER 23, 2012**

TO: **MAYOR AND CITY COUNCIL**

FROM: **HAROLD C. WILLIAMS, P.E. INTERIM PUBLIC WORKS DIRECTOR**

SUBJECT: **WILLIAMS ALLEY PROGRESS REPORT (CIP 09-09)**

This report covers the progress made to date on the Williams Alley (CIP 09-09).
Description: First Alley E/O Williams Avenue between McMillan Avenue and Rosecrans Avenue.

Anticipated Timeline

Advertising:	10/31/2012
Bid Opening	11/15/2012
Award Contract Council Agenda:	11/27/2012
Pre Construction:	1/3/2013
Notice to Proceed:	1/3/2013
Construction	1/17/2013
Estimate Completion:	4/17/2013

Funding and Budget: Engineer Estimate $275,390.00 Prop 1B (Prop 1B fund is the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006)

- Project Description:
  This project is the rehabilitation alley for drainage and usability. The project includes concrete ribbon gutters and rubberizes asphalt paving. This project was initiated by City Council.

- Work Completed:
  The specifications and drawings were completed and ready for bidding. The construction manager for the project will be Quantum Quality Consulting. The

Plans and Specifications files are in the Public Works Capital Improvement Project (CIP) computer filing system. The plans and specification were completed by Quantum Quality Consulting.

- Work in Progress:
  Pending bidding process

- Work Remaining:
  Bidding and Construction

RECOMMENDATION

Receive and file.

HAROLD C. WILLIAMS, P.E.
INTERIM PUBLIC WORKS DIRECTOR

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

DATE: **OCTOBER 23, 2012**

TO: **MAYOR AND CITY COUNCIL**

FROM: **HAROLD C. WILLIAMS, P.E., INTERIM PUBLIC WORKS DIRECTOR**

SUBJECT: **ORIS/WINONA ALLEY PROGRESS REPORT (CIP 09-07)**

This report covers the progress made to date on the Oris/Winona Alley (CIP 09-07)

Description: First Alley W/O Willowbrook Avenue between Winona Avenue and Douglas Avenue.

Anticipated Timeline

Advertising:	10/31/2012
Bid Opening	11/15/2012
Award Contract Council Agenda:	11/27/2012
Pre Construction:	1/3/2013
Notice to Proceed:	1/3/2013
Construction	1/17/2013
Estimate Completion:	4/17/2013

Funding and Budget: Engineer Estimate $304,822.00 Prop 1B. Prop 1B fund is the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006

- Project Description:

  This project is the Rehabilitation Alley for drainage and usability. The project includes concrete ribbon gutters and rubberized asphalt paving. This project initiated by City Council.

- Work Completed:

  The specifications and drawings were completed and ready for bidding. The construction manager for the project will be Quantum Quality Consulting. The

plans and specifications files are in the Public Works Capital Improvement Project (CIP) computer filing system. The plans and specification were preciously completed by Quantum Quality Consulting.

- Work in Progress:
  Pending bidding for construction

- Work Remaining:
  Bidding and Construction

RECOMMENDATION

Receive and file.

HAROLD C. WILLIAMS, P.E.
INTERIM PUBLIC WORKS DIRECTOR

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

October 23, 2012

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **HAROLD DUFFEY, CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,582 AND AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL FUNDS AND ENTER INTO AN AGREEMENT WITH THE COMMUNITY AND SENIOR SERVICES (CSS) OF LOS ANGELES COUNTY FOR THE WORKFORCE INVESTMENT ACT (WIA) WAIVER YOUTH EMPLOYMENT PROGRAM (WWYEP) FOR FISCAL YEAR 2012-13**

SUMMARY

This resolution authorizes the City Manager to accept additional funds from Community and Senior Services of Los Angeles County, and enter into an agreement for the Workforce Investment Act (WIA) Waiver Youth Employment Program.

BACKGROUND INFORMATION

The City of Compton Career*Link* Center has been approved by Los Angeles County Board of Supervisors and Community and Senior Services (CSS) to administer the Workforce Investment Act (WIA) Waiver Youth Employment Program, within the Los Angeles County area.

On May 14, 2012, CareerLink was awarded $37,992 by the Los Angeles County Board of Supervisors to conduct the Workforce Investment Act (WIA) Waiver Youth Employment Program. This program provides paid work experience for Youth with the following at risk characteristics: low income, foster, probation, General Relief and CalWORKs Youth. The Department of Labor (DOL) also granted a waiver to use Workforce Investment Act (WIA) funding for summer youth employment services for CalWORKs Youth. Youth work an average of 100 hours and will be paid minimum wage (presently $8.00) in accordance with the California Labor Code.

On July 2, 2012, CareerLink received additional funds for the WIA Waiver Youth Employment Program to provide paid work experience services to additional Compton Youth. On July 24, 2012, City Council approved Resolution No. 23,582 to accept funds in the amount of $55,110. Staff request that City Council rescind Resolution No. 23,582 and approve the attached resolution to correct the amount of the additional funds received. The amount of the additional funds is $17,118, which brings the total funding for the WIA Waiver Youth Employment Program to $55,110.

Additionally, per County contract agreement, the County shall have the sole option to extend the contract term for an additional one (1) year renewal, for a maximum contract term of fifteen months.

STATEMENT OF THE ISSUES

City Council approval is needed to accept the additional funding and enter into a contract agreement with Los Angeles County.

FISCAL IMPACT

Funds will be available in the CareerLink department budget.

RECOMMENDATION:

Staff recommends City Council adoption of the attached resolution to accept the Youth Employment Program allocation and enter into a contract agreement with Los Angeles County.

Kimberly McKenzie
Career*Link* Director

APPROVED FOR FORWARDING:

G. Harold Duffey
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,582 AND AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL FUNDS AND ENTER INTO AN AGREEMENT WITH THE COMMUNITY AND SENIOR SERVICES (CSS) OF LOS ANGELES COUNTY FOR THE WORKFORCE INVESTMENT ACT (WIA) WAIVER YOUTH EMPLOYMENT PROGRAM (WWYEP) FOR FISCAL YEAR 2012-13

WHEREAS, the City of Compton Career*Link* Center is authorized to receive funds from the Community and Senior Services (CSS) of Los Angeles County to conduct WIA Waiver Youth Employment Program services; and

WHEREAS, on May 14, 2012, CareerLink received notification by CSS that the Department of Labor approved the WIA Waiver Youth Employment (WWYEP) Program; and

WHEREAS, the WIA Waiver Youth Employment Program (WWYEP) provides youth with work experience opportunities to learn valuable work ethics and employment behaviors related to the world of work.

WHEREAS, the initial revenues for the WIA Waiver Youth Program totaled $37,992 and the appropriations were reflected in the CareerLink budget for fiscal year 2012-2013; and

WHEREAS, in July 2012 CareerLink received notification of additional funding for the WIA Wavier Youth Employment Program; and

WHEREAS, On July 24, 2012, City Council approved Resolution No. 23,582 to accept funds in the amount of $55,110; and

WHEREAS, the department request that City Council rescind Resolution No. 23,582 and adopt this resolution to accept additional funds in the amount $17, 118 for the WIA Waiver Youth Employment Program; and

WHEREAS, the total revenues for the WIA Waiver Youth Program is $55,110 for fiscal year 2012-2013; and

WHEREAS, the County shall have the sole option to extend the contract term for an additional one (1) year renewal, for a maximum contract term of fifteen months; and

WHEREAS, there is a need to authorize the City Manager or her designee to accept the additional WIA Waiver Youth funds and enter into an agreement with Community and Senior Services of Los Angeles County for fiscal year 2012-2013.

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

Section 1. That Resolution No. 23,582, adopted by the Council on July 24, 2012, is hereby rescinded.

Section 2. That the City Manager or her designee is authorized to accept funds and enter into an agreement with Community and Senior Services of Los Angeles County to conduct WIA Youth program services for Fiscal Year 2012-2013.

#4.

Section 3. That the WIA Waiver Youth Employment Program (WWYEP) revenues will total $51,110 and be increased or decreased as follows:

Revenues Account#	**Description**	**Amount**
27840000003580	Other County Grants -WIA Waiver Youth Employment Program	$17,118

Expenditures Account #	**Description**	**Amount**
Staff		
2784-810-000-4101	Bilingual	$ 0
2784-810-000-4111	Salaries-Trainee	$ 14,088
2784-810-000-4113	Salaries WIA Admin	$ <2,022>
2784-810-000-4123	Salaries-Trng Related Serv	$ 5,160
2784-810-000-4180	FICA Contribution	$ 265
2784-810-000-4190	Workers Compensation	$ 585
2784-810-000-4191	Health Insurance	$ 0
2784-810-000-4192	Retirement	$ 132
2784-810-000-4193	PERS Pickup	$ <309>
2784-810-000-4194	Life Insurance	$ <34>
2784-810-000-4195	Dental Insurance	$ <82>
2784-810-000-4197	Unemployment Insurance	$ 194
2784-810-000-4198	State Disability Insurance	$ <114>
2784-810-000-4199	Medicare	$ 125
Operations & Maintenance		
2784-810-000-4210	Office Supplies	$ <300>
2784-810-000-4215	Postage	$ <109>
2784-810-000-4216	Printing & Duplicating	$ 401
2784-810-000-4221	Equipment Rental	$ 145
2784-810-000-4223	Auto Allowance	$ 0
2784-810-000-4249	Special Department Expense	$ <993>
2784-810-000-4250	Communication	$ 18
2784-810-000-4253	Electricity	$ <18>
2784-810-000-4259	Water	$ <14>
Total WIA Youth Expenditures		**$17,118**

Section 4. That the County shall have the sole option to extend the contract term for an additional one (1) year renewal, for a maximum contract term of fifteen months

Section 5. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, City Attorney and CareerLink.

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

ADOPTED this _____ day of _____, 2012.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

CONTRACT FOR
SUMMER EMPLOYMENT PROGRAM
CONTRACT PERIOD JULY 2008-JUNE 2012

CONTRACT NUMBER Y080915

AMENDMENT NUMBER 9

This Amendment is made and entered into by and between

COUNTY OF LOS ANGELES THROUGH ITS
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS")
(hereafter "COUNTY")

And

COMPTON CAREERLINK WORKSOURCE CENTER
(hereafter "CONTRACTOR")

Business Address:
700 North Bullis Road
Compton, CA 90221

WHEREAS, reference is made to that certain document entitled "Workforce Investment Act (WIA) Youth Program Contract Period July 2008 – 2012 Contract Number **Y080915**" dated July 1, 2008, and any amendments thereto (all hereafter referred to as "Contract"); and

WHEREAS, the parties hereto have previously entered into the above referenced Contract for the purpose of providing comprehensive Youth services to enhance youth development in all areas of education and employment; and

WHEREAS, Contract provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

WHEREAS, it is the intent of the parties hereto to amend Contract to increase the Maximum Contract Sum by **$17,118** for the purpose of providing Summer Employment Program services to CalWORKs Youth, residing in Los Angeles County; and

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment shall commence upon execution by all parties.

II. All changes made in this Amendment shall be read as if they existed on July 1, 2008, the original date of the Contract.

#4.

III. Contract: Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.3, is deleted in its entirety and replaced as follows:

3.3 The maximum amount of Youth funding for this Contract for its entire term is **$9,575,368** (hereinafter known as the "Maximum Contract Sum"). This Maximum Contract Sum is conditioned upon the continuing availability of Federal Funds. The maximum amount payable under this Contract for each Fiscal Year of the Contract shall not exceed the applicable amount as provided in Part I, Subsection 3.3.1 of this Contract. This maximum annual amount is hereinafter known as the "Maximum Annual Contract Sum". CONTRACTOR acknowledges that funding allocations following the initial year funding allocation will be contingent upon the continued availability of funds subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.

3.3.1 The following chart reflects the Maximum Annual Contract Sum (allocated for each Fiscal Year of the Contract term), and the Maximum Contract Sum (allocated for the entire Contract term):

Program	Fiscal Year	Maximum Annual Contract Sum
WIA Youth Formula	2008-2009	$509,000
WIA Youth Formula - Carryover	2008-2009	$22,026
WIA Youth Formula	2009-2010	$612,649
WIA Youth Formula	2010-2011	$609,567
WIA ARRA Year-Round Youth	2009-2010	$140,081
WIA ARRA Summer Youth Employment Program	2009-2010	$574,612
WIA Youth Formula	2011-2012	$609,567
WIA Youth Waiver Program	2011-2012	$125,827
Summer Employment Program	2012-2013	$55,110
TOTAL		**$3,258,439**

3.3.2 All Fiscal Year funding amounts (Maximum Annual Contract Sums) are contingent upon the availability and appropriation of funds.

VI. EXHIBIT A-5: 2012 SUMMER EMPLOYMENT PROGRAM STATEMENT OF WORK, " Exhibit A-4, PY 2012 WIA Waiver Youth Employment Program Statement of Work," is deleted in its entirety and replaced with the attached hereto as an addendum to "Exhibit A, WIA Youth Statement of Work," and incorporated by reference.

VII. EXHIBIT B-6 (SEP): SUMMER EMPLOYMENT PROGRAM BUDGET, "Exhibit B-5 (WWYEP), WIA Waiver Youth Employment Program – Budget," is deleted in its entirety and replaced with the attached hereto as an addendum to "Exhibit B, WIA Youth Budget," and incorporated herein by reference.

All other terms and conditions of the Contract shall remain in full force and effect.

///
///
///

#4.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Number 9** to be subscribed on its behalf by the Director of Community and Senior Services, and CONTRACTOR has subscribed the same through its authorized officer. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

By _____ _____
Authorized Signature Date

Craig Cornwell
Name (Print or Type)

City Attorney
Title (Print or Type)

By _____ _____
Cynthia D. Banks, Director Date
Community and Senior Services
County of Los Angeles

CONTRACTOR

City of Compton CareerLink
Contractor's Legal Name (Print)

Y0809015
Contract Number

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
John F. Krattli, County Counsel

By _____
Signature

Lawrence M. Green
Name

Deputy County Counsel
Title

By **G. Harold Duffey** _____
Authorized Signature Date

City Manager
Name (Print or Type)

Title (Print or Type)

By **Alita Godwin** _____
Authorized Signature Date

City Clerk
Name (Print or Type)

Title (Print or Type)

LOS ANGELES COUNTY SUMMER YOUTH PROJECT
CONTRACTOR FUNDING ALLOCATIONS FY 2011-12/2012-13

Workforce Service Providers	Funding Allocation	Number of Slots*	Number of Non-Calworks Slots*	Total Number of Slots*
	a	b	c	d=b+c
Service Providers of LA County				
Archdiocese Youth Employment- Catholic Charities of Los Angeles	$ 248,152	163	17	180
Asian American Drug Abuse Program, Inc.	29,314	20	1	21
Career Partners (Rosemead)	157,042	103	11	114
Communities in Schools of South Bay, Inc	32,320	21	2	23
Compton Careerlink Workforce Center	55,110	36	4	40
Door of Hope	31,145	22	1	23
Goodwill Industries of Southern California-El Monte	63,830	42	4	46
Goodwill Industries of Southern California-Pomona	63,830	42	4	46
Hub Cities Consortium	184,433	121	13	134
Human Services Consortium of the East San Gabriel Valley dba LA Works	234,752	154	16	170
Jewish Vocational Services	52,271	34	4	38
Los Angeles County Office of Education	137,904	90	10	100
Maravilla Foundation	34,437	23	2	25
Mexican American Opportunity Foundation (MAOF)	30,731	21	1	22
Southeast Area Social Services Funding Authority	137,157	89	10	99
Special Services for Groups	43,562	29	3	32
Watts Labor Community Action Committee	27,763	19	1	20
Antelope Valley Consortium	140,250	33 **	0	33
Community Career Development	144,500	34 **	0	34
Los Angeles Community College District- Los Angeles Mission College	140,250	33 **	0	33
Service Providers of LA County Sub-Total	**$ 1,988,752**	**1129**	**104**	**1233**
Other WIBs				
City of Long Beach WIB (Pacific Gateway)	$ 133,000	72	24	96
City of Los Angeles	649,800	355	116	471
Southbay WIB	110,200	60	20	80
Southeast Los Angeles County WIB	41,800	23	7	30
Foothill WIB	34,200	19	6	25
Verdugo WIB	72,200	39	13	52
Other WIBs Sub-Total	**$ 1,041,200**	**568**	**186**	**754**
Workforce Service Providers Sub-Total	**$ 3,029,952**	**1697**	**290**	**1987**

* The Summer Youth Project slot costs are $1,381 per slot for youth employment and $4,250 per slot for GROW.

**Slot cost specifically for GROW.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **CareerLink**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,582 AND AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL FUNDS AND ENTER INTO AN AGREEMENT WITH THE COMMUNITY AND SENIOR SERVICES (CSS) OF LOS ANGELES COUNTY FOR THE WORKFORCE INVESTMENT ACT (WIA) WAIVER YOUTH EMPLOYMENT PROGRAM (WWYEP) FOR FISCAL YEAR 2012-2013**

Kimberly McKenzie — **10/4/2012 1:36:30 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **10/11/2012 6:49:50 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **10/11/2012 7:41:10 PM**
CITY CONTROLLER — DATE

G. Harold Duffey — **10/11/2012 6:47:48 PM**
CITY MANAGER — 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.

October 23, 2012

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **HAROLD C. WILLIAMS, P.E., (INTERIM) DIRECTOR**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO KATZ, OKITSU & ASSOCIATES (KOA) FOR ENGINEERING AND DESIGN SERVICES FOR THE TRAFFIC SIGNAL UPGRADE PROJECT AND PROVISION OF THE TRAFFIC MANAGEMENT OPERATIONS CENTER (CIP NO. 06-06)**

SUMMARY

It is being recommended that the City Council authorize the City Manager to enter into an agreement and issue a purchase order to Katz, Okitsu & Associates (KOA) for engineering and design services for the Traffic Signal Upgrade Project and provision of the Traffic Management Operations Center.

BACKGROUND

In 2002, the City received a grant of $5.5 million to upgrade its city-wide traffic signals and install a Traffic Management Operations Center located at the Martin Luther King Jr. Transit Center. KOA has provided a comprehensive review, assessment, design, and construction documents for the City's traffic signal system. This system upgrades approximately 30 major intersection signals and will install the major components of the Traffic Management Operations Center. This center will oversee the operation and integration of local traffic into the regional traffic control systems.

On November 21, 2006, City Council authorized the City Manager to enter into a one year agreement with KOA to provide the planning, design, and construction documents for this project for over 100 traffic signals. The original contract has expired, however, KOA has been providing services to the City on an as-needed basis from the period of August 2011 to March 2012.

The Public Works Department is requesting authorization to pay outstanding invoices for Fiscal Year 2011-2012 in the amount of $6,604.13 and the ability to continue to utilize the services of KOA on an as-needed basis in the amount of $13,395.87, until June 30, 2013. The Public Works Department will be utilizing KOA to provide design services, construction support services for the Traffic Management Operations Center, bid and construction support, requests for information (RFI's) and attending meetings on behalf of the City.

STATEMENT OF THE ISSUE

Staff is recommending that the City Council approve and authorize the City Manager to enter into an agreement and issue a Purchase Order to KOA for traffic engineering design services for an amount not to exceed $20,000.

FISCAL IMPACT

Funds in the amount of $20,000 to pay for services are available in Public Works Department's 2012-2013 Fiscal Year budget in Account No. 15187106064269 (DOT Community Improvement Projects). This amount includes the payment of prior 2011-12 year invoices.

ALTERNATIVES

If City Council does not approve the request, the engineering and design services will no longer be available to complete the Traffic Signal Upgrade Project and the provision of the Traffic Management Operations Center.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution.

HAROLD C. WILLIAMS, P.E., (INTERIM) DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

HAROLD DUFFEY
CITY MANAGER

HD:HW:RC

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO KATZ, OKITSU & ASSOCIATES (KOA) FOR ENGINEERING AND DESIGN SERVICES FOR THE TRAFFIC SIGNAL UPGRADE PROJECT AND PROVISION OF THE TRAFFIC MANAGEMENT OPERATIONS CENTER (CIP NO. 06-06)

WHEREAS, the Public Works Department is requesting that the City Council authorize the City Manager to enter into an agreement and issue a purchase order to Katz, Okitsu & Associates (KOA) for engineering and design services for the Traffic Signal Upgrade Project and provision of the Traffic Management Operations Center; and

WHEREAS, KOA has provided a comprehensive review, assessment, design, and construction documents for the City's traffic signal system.

WHEREAS, this system upgrades approximately 30 major intersection signals and will install the major components of the Traffic Management Operations Center and this center will oversee the operation and integration of local traffic into the regional traffic control systems; and

WHEREAS, KOA has been providing bid and construction support, requests for information (RFI's) and attending meetings on behalf of the City since the construction began; and

WHEREAS, due to the expiration of the original contract, these services are currently being provided on an as needed basis; and

WHEREAS, the Public Works Department is requesting authorization to pay Fiscal Year 2011-12 outstanding invoices and the ability to utilize the services of KOA on an as-needed basis until June 30, 2013; and

WHEREAS, the Public Works Department will be utilizing KOA to provide design services, construction support services for the Traffic Management Operations Center, bid and construction support, requests for information (RFI's) and attending meetings on behalf of the City; and

WHEREAS, funds to pay for services in the amount of $20,000 are available in Account Number 1518-71-0606-4269 (DOT Community Improvement Projects).

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

SECTION 1. That the City Manager is hereby authorized to enter into an agreement with Katz, Okitsu and Associates to provide engineering and design services for the Traffic Signal Upgrade Project and the Traffic Management Operations Center.

SECTION 2. That the term of the agreement shall be from July 1, 2012 through June 30, 2013, with services rendered on an "on-needed" basis.

SECTION 3. That a purchase order to Katz, Okitsu and Associates is authorized in the amount of Thirteen Thousand Three Hundred Ninety Five Dollars and Eighty-Seven Cents ($13,395.87) for services rendered during Fiscal Year 2012-2013.

SECTION 4. That a purchase order to Katz, Okitsu and Associates is authorized in the amount of Six Thousand Six Hundred Four Dollars and Thirteen Cents ($6,604.13) for services rendered during Fiscal Year 2011-2012.

SECTION 5. That funds are available in Account Number 1518-71-0606-4269 (DOT Community Improvement Projects).

SECTION 6. That a certified copy of this resolution shall be filed in the offices of the 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 this resolution.

ADOPTED this _____ day of _____, 2012.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

That said resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COMPTON AND KATZ, OKITSU AND ASSOCIATES

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **KATZ, OKITSU AND ASSOCIATES,** (hereinafter referred to as **"CONSULTANT"**) located at 1100 Corporate Center Drive, Suite 201, Monterey Park, California 91754-7642.

RECITALS:

WHEREAS, the **CITY** has determined that there is a need to employ the services of a qualified and experienced civil engineering and planning firm to provide design and construction support services for completion of the Traffic Management Operations Center; and

WHEREAS, by Resolution No. _____, adopted on the __ day of _____, 2012, the City Council gave approval to award a contract to the **CONSULTANT** to provided the services required on an "as-needed" basis; and

WHEREAS, CONSULTANT warrants that it is experienced, well-connected and possesses a respected representation; and

WHEREAS, CONSULTANT is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the **CONSULTANT** shall perform and provide engineering and design services, to include but not be limited to: bid and construction support, Requests For Information services, attend meetings on behalf of the **CITY** for the Traffic Signal Upgrade Project and the Traffic Management Operations Center on an "as-needed" basis.

CONSULTANT agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the **CITY.**

CONSULTANT services hereunder shall be performed in good, workmanlike and professional manner. **CONSULTANT** shall be responsible for correcting and completing all errors and omissions related to the services provided by the **CONSULTANT** for this Agreement at no additional cost to the **CITY.** "Errors" and "Omissions" for purposes of this paragraph are

defined to mean a failure by the **CONSULTANT** to meet the standards of its profession as set forth in the preceding paragraph.

Acceptance by **CITY** of the work performed under this Agreement does not operate as a release of said **CONSULTANT** from such professional responsibility for the services performed.

2. ASSIGNMENT OF PERSONNEL

CONSULTANT has, or will secure, all personnel required to perform the services under this Agreement. **CONSULTANT** shall make available other qualified personnel of the firm as may be required to complete **CONSULTANT's** services. The **CITY** has the right to approve or disapprove any proposed changes in **CONSULTANT's** staff providing service to the **CITY**. The **CITY** and **CONSULTANT** agree such personnel are employees only of **CONSULTANT** and shall not be considered to be employees of the **CITY** in any way whatsoever.

Eugene Kao, P.E., Vice President of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. TERM OF AGREEMENT

The term of this Agreement shall extend from July 1, 2012 to June 30, 2013 for "as-needed" services, unless this Agreement is terminated as provided herein.

4. COMPENSATION

The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within **CONSULTANT's "Hourly Billing Rates"** Fee Schedule, which is attached hereto and incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONSULTANT** during the term of this Agreement shall be limited to a not-to-exceed amount of **Thirteen Thousand Three Hundred Ninety Five Dollars and Eighty-Seven Cents ($13,395.87).**

If **CONSULTANT** fails to perform or submit the required services, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. **CONSULTANT** shall furnish to the **CITY** an invoice and monthly report for all work performed during the preceding month. The accompanying reports shall include work activities, hours, and reasonable expenses along with supporting documentation and receipts.

CONSULTANT shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices and report for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the **CONSULTANT** is billing. Invoices and reports shall be delivered or mailed to the **City Manager** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

In the event of termination, the **CONSULTANT** shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination;

provided, however, that the **CITY** may condition payment of such compensation upon the **CONSULTANT's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

It is further understood and agreed that **CONSULTANT did** provide professional consultation services for the Traffic Management Operations Center Project during Fiscal Year 2011-2012, for which there exists outstanding and unpaid invoices. For such services, the **CITY** agrees to pay **CONSULTANT** and **CONSULTANT** agrees to accept the amount of **Six Thousand Six Hundred Four Dollars and Thirteen Cents ($6,604.13).**

5. OWNERSHIP OF MATERIALS

All electronic and hardcopy drawings, designs, data, reports, documents, discs, diskettes or other material ("Documents") first prepared, developed or discovered by or for **CONSULTANT** during the course of providing services pursuant to this Agreement shall be the property of the **CITY,** whether or not the services are completed, and all common law and statutory copyrights now held or acquired in the future by the **CONSULTANT** in the documents are hereby assigned to the **CITY. CONSULTANT** shall deliver all Documents to the **CITY** no later than the earlier of: (a) the date of final completion of the services, or (b) the date this Agreement is terminated for any reason prior to final completion of the services. If this Agreement is terminated for any reason, the **CITY** and its agents, employees, representatives and/or assigns may use the Documents, in whole or in part, or in modified form, at **CITY's** sole discretion.

6. INDEPENDENT CONTRACTOR STATUS

CONSULTANT, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONSULTANT**, except as expressly set forth in this Agreement. **CONSULTANT** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONSULTANT** shall not at any time or in any manner, represent that **CONSULTANT** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONSULTANT** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONSULTANT** expressly waives any claim to such rights.

7. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONSULTANT** each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

8. NONDISCRIMINATORY EMPLOYMENT PRACTICES

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

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

9. INDEMNIFICATION

CONSULTANT shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONSULTANT**, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by **CONSULTANT** pursuant to this Agreement.

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

10. INSURANCE

A. Without limiting the **CONSULTANT's** indemnification of the **CITY, CONSULTANT** shall provide and maintain, at its own expense, and require any of its subconsultant's to maintain, during the term of this Agreement the following program(s) of insurance covering its operations as applicable hereunder in this Agreement.

Such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the **CITY**. Evidence of insurance shall be delivered to the **CITY** at the time of **CONSULTANT's** execution of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day

notice of any non-payment of premium(s). Failure on the part of the **CONSULTANT** to procure or maintain insurance shall constitute a material breach upon which the **CITY** may immediately terminate this Agreement.

All insurance required hereunder shall be primary with respect to any insurance maintained by the **CITY.** Program(s) of insurance shall include:

(1) General Liability: A program, including but not limited to comprehensive commercial general liability, inclusive of contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than **One Million Dollars ($1,000,000.00)** per occurrence. **CONSULTANT** shall be required to provide the **CITY** with certified copies of the current Certificates of Insurance and the Policy Endorsement Pages, **both** naming the **CITY** as the **"additional insured"** party on the general liability coverage, at the time of execution of this Agreement. **Certificates of Insurance and Endorsement Pages must also include the CONSULTANT's name as the insured party and identify the project encompassed by this Agreement.**

(2) Workers' Compensation: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the **CONSULTANT**, and risks to such persons under this Agreement.

(3) Professional Liability: Insurance covering liability from any error, omission, negligent or wrongful act of the **CONSULTANT**, its officers, employees, agents and professional consultants of at least **One Million Dollars ($1,000,000.00)**. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

B. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONSULTANT** under the terms of the Agreement. **CONSULTANT** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the **CONSULTANT's** work.

CONSULTANT shall ensure any and all subconsultants performing services under this Agreement meet the insurance requirements of this Agreement.

11. PERMITS AND LICENSES

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

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

12. WARRANTIES

CONSULTANT represents and warrants (i) that **CONSULTANT** has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with **CONSULTANT's** undertaking this relationship with **CITY**, (ii) that the performance of the services called for by this

Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that **CONSULTANT** will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that **CONSULTANT** has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

13. FEDERAL AND STATE WITHHOLDING TAXES

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

14. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws.

15. CONFIDENTIAL INFORMATION AND ASSIGNMENTS

The **CONSULTANT** and **CITY** shall retain as confidential all information and data furnished by the other party that is known to be confidential or proprietary, or which is clearly identified as such, in connection with this Agreement and such information will not be disclosed or used except to the extent that such disclosure or use is reasonable necessary to the performance of this Agreement, or is required by statute, regulation, ordinance, judicial order or other governmental request.

In addition, neither party shall be liable for disclosure or use of confidential information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the non-disclosing party; or (4) is required to be released by applicable law or court order.

16. WAIVERS

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

17. CONSULTANT's BOOKS AND RECORDS

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

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

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

18. EXAMINATION AND AUDIT

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

19. TERMINATION

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

a. Either party may terminate this Agreement at any time by giving fifteen (15) days written notice of termination to the other party. If the **CITY** gives such notice of termination, **CONSULTANT** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement and such default continues for a period of seven (7) calendar days after written notice thereof, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately upon written notice.

c. The **CITY** may terminate this Agreement immediately upon written notice if **CONSULTANT** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

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

e. Upon termination by either the **CITY** or **CONSULTANT, CONSULTANT** shall deliver to the **CITY** all property of the **CITY** in **CONSULTANT's** possession and copies of all reports, documents and other work prepared by **CONSULTANT** pursuant to this Agreement. **CONSULTANT** shall furnish to the **CITY** a final invoice for work performed.

20. AMENDMENTS

This Agreement may be modified or amended only be written document executed by both **CONSULTANT** and **CITY's** City Manager and approved as to form by the City Attorney.

notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

24. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Eugene Kao, **HEREBY CERTIFY** that I am the Vice President, and duly authorized representative of the **CONSULTANT** firm of **Katz, Okitsu and Associates**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

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

_____ _____

Eugene Kao, Vice President **(Date)**

25. MISCELLANEOUS

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

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

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

KATZ, OKITSU AND ASSOCIATES/CONSULTANT

Dated: _____ **By** _____
Eugene Kao, Vice President

CITY OF COMPTON
Recommended for Approval:

Dated: _____ **By** _____
Harold Williams, (Interim) Director
Public Works Department

Dated: _____ **By** _____
G. Harold Duffey, City Manager

Approved as to form:

By _____ **Dated:** _____
Craig J. Cornwell, City Attorney

ATTEST:

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

KOA CORPORATION
CBM Consulting

Hourly Billing Rates

Professional Engineering & Management Services	**Hourly Billing Rate**
◊ Principal-In-Charge/Program Director	$160.00
◊ Senior Engineer	150.00
◊ QA/QC Manager	145.00
◊ Senior Project Manager	145.00
◊ Construction Manager	130.00
◊ Project Manager	130.00
◊ Resident Engineer	120.00
◊ Project Engineer	120.00
◊ SWPPP Developer (QSD)	120.00
◊ Assistant Construction Manager	110.00
◊ Office Engineer	110.00
◊ Design Engineer	110.00
◊ Assistant Project Manager	100.00
◊ Associate Engineer	100.00
◊ Project Controls	100.00
◊ SWPPP Practitioner (QSP)	95.00
◊ Senior Construction Observer	90.00
◊ Construction Observer	85.00
◊ CAD Technician	80.00
◊ Technician	75.00
◊ Administrative & Clerical Support	70.00

The rates shown above may be negotiable for long-term, multi-classification contracts and/or assignments that utilize full-time staff exclusively at the Client's offices or project site.

These rates are dependant on Prevailing Wage rates as determined by the Director of the Department of Industrial Relations. Interim changes will negate these rates and an adjusted fee schedule will be issued, and shall apply should this occur.

Any work in excess of eight hours in one workday and any work in excess of 40 hours in one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be at the rate of one and one-half times the regular rate of pay. Any work in excess of 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek shall be paid no less than twice the regular rate of pay.

The proposal is valid for a thirty (30) day period.

Rates are subject to an annual 5% adjustment. January 1, 2013

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO KATZ, OKITSU & ASSOCIATES (KOA) FOR ENGINEERING AND DESIGN SERVICES FOR THE TRAFFIC SIGNAL UPGRADE PROJECT AND PROVISION OF THE TRAFFIC MANAGEMENT OPERATIONS CENTER (CIP NO. 06-06)**

Harold Williams	**10/8/2012 11:36:46 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**10/18/2012 5:35:13 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**10/18/2012 6:13:26 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**10/18/2012 5:32:09 PM**
CITY MANAGER	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.

October 23, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CRAIG CORNWELL, CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH SERVICE PROVIDERS FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

SUMMARY:

The City Council will consider adopting a Resolution authorizing the City Manager to enter into agreements with service providers for the provision of workers' compensation services for the City's self-insured workers' compensation program.

BACKGROUND:

The City of Compton is self-insured, self-administered for a Workers' Compensation Program since 1981. All employers in California are required by law to pay for the medical treatment and lost wages of employees who suffer job-related injuries or illnesses. The State intends that employers should assume the costs of injuries, illnesses, and deaths that occur on the job, without regard to fault and that employers should partially replace wage income lost. The City has implemented an assertive cost-containment program that has significantly lowered costs. The City also provides efficient service to City employees who have suffered a work related injury as well as vigorously defends disputed claims. This matter was delayed in being placed on the council agenda because the City was obligated to search for a new vendor for bill review, after a series of events and changes that occurred with the current provider, shortly before expiration of the 2011-2012 Resolution. Also, the State has implemented new laws that made it necessary to review more companies to make as prudent a decision as possible, regarding the bill review process.

During the fiscal year 2011-2012, the City's self-insured program successfully passed a state audit, as well as an excess insurance audit. For audits conducted in 2012, a performance rating of **1.74514** or less meets or exceeds the State of California standard. The City of Compton's performance rating was **1.33447.** The City's Utilization Review Performance Rating, also conducted by the State, was **95.8%** out of a possible **100% and the City of Compton's self-insured program exceeded the state performance standard of 85%.** The City's self-insured program was also audited by the excess insurance carrier and received a score of **93%** out of a possible **100%** score. The Risk Management Division was praised for the amount of work it manages, in relation to the small staff.

#6.

STATEMENT OF ISSUE:

It is an industry wide practice to maintain a panel of professionals who will also act as partners, to assist in the maintenance of a successful Workers' Compensation Program.

The current Workers' Compensation Program's vendor panel two-year term has expired. Staff has received numerous requests from vendors who have shown interest in assisting the City in the management of the self-insured program. After extensive review of information and interviews, it has been determined that the following vendors would best partner with the City in a continuing effort to manage a viable self-insured program:

ISYS (nurse case management), Allied Managed Care (nurse case management), MedFocus(MRIs), One Call Medical(MRIs), PMSI (durable medical equipment), Compstar(bill review), U S Healthworks, Long Beach Memorial, Universal Insurance Services, Digistream, Global Options, R. J. N. Investigations, Floyd, Skeren & Kelly, Law Offices of Irene Bowdry, Hayford & Felchin Law Offices, Nancy Freeman Law Offices, Michael Mansfield Law Offices.

Costs for services are as follows:

20% PPO Discount, 9% physician & facility bills, duplicates, reconsiderations – no charge	-	Compstar
$90.00 per hour	-	ISYS
$695.00 flat fee	-	MedFocus
$495.00 to $825.00	-	One Call Medical
24% overall savings	-	PMSI
Official Medical Fee Schedule	-	US Healthworks
Official Medical Fee Schedule	-	LB Memorial
UR $85.00 per review, Nurse Case Management $90.00 to $95.00	-	Allied Managed Care
$75.00 per hour	-	RJN Investigations
$75.00 per hour	-	Global Options
$65.00 per hour	-	Universal Insurance
$595.00 flat, background check, half day $995.00 flat surveillance, full day	-	Digistream

$150.00 to $165.00 per hour	-	FS&K Law Offices
$125.00 to $160.00 per hour	-	Irene Bowdry Law Offices
$150.00 to $165.00 per hour	-	Hayford & Felchin Law Offices
$125.00 to $150.00 per hour	-	Nancy Freeman Law Offices
$150.00 to $160.00 per hour	-	Michael Mansfield Law Offices

Staff recommends the following service providers for the Workers' Compensation self-insured panel:

ISYS, Allied Managed Care, MedFocus, One Call Medical, PMSI, Compstar, U.S. Healthworks, Long Beach Memorial, Universal Insurance Services, Digistream, Global Options, R. J. N Investigations, Floyd, Skeren & Kelly, Law Offices of Irene Bowdry, Hayford & Felchin Law Offices, Nancy Freeman Law Offices, Michael Mansfield Law Offices.

FINANCIAL IMPACT:

Funds for these services are allocated in Account No. 6300 420000 4265. This agreement will be for the 2012-2013 and 2013-2014 fiscal years with an option for an additional year.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to enter into agreements with ISYS, Allied Managed Care, MedFocus, One Call Medical, PMSI, Compstar, U S Healthworks, Long Beach Memorial, Universal Insurance Services, Digistream, Global Options, R. J. N Investigations, Floyd, Skeren & Kelly, Law Offices of Irene Bowdry, Hayford & Felchin Law Offices, Nancy Freeman Law Offices, Michael Mansfield Law Offices, for the provision of workers' compensation services.

MONICA TURNER
RISK MANAGER

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH SERVICE PROVIDERS FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

WHEREAS, the City of Compton has been self-injured for a Workers' Compensation Program since 1981 pursuant to Resolution No. 13,259; and

WHEREAS, the State intends that employers should assume the costs of injuries, illnesses, and deaths that occur on the job; and

WHEREAS, the City has implemented an assertive cost-containment program that has significantly lowered costs; and

WHEREAS, the City's self-insured program was audited by the State and excess insurance carrier in the 2011-2012 fiscal year and passed with admirable scores; and

WHEREAS, it is an industry wide practice to maintain a panel of professionals who will also act as partners to assist in the maintenance of a successful Workers' Compensation Program; and

WHEREAS, the current Workers' Compensation Program's Vendor Panel two-year term has expired; and

WHEREAS, staff reviewed bids and proposals from numerous vendors; and

WHEREAS, funds for these services are allocated in Account No. 6300 420 000 4265.

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 agreements with the following Workers' Compensation Program services providers at the indicated rates for Fiscal Years 2012-2013 and 2013-2014, with an option to extend the agreements for one (1) additional year:

20% PPO Discount, 9% physician & facility bills, duplicates, reconsiderations – no charge	**-**	**Compstar**
$90.00 per hour	**-**	**ISYS**
$695.00 flat fee	**-**	**MedFocus**
$495.00 to $825.00	**-**	**One Call Medical**
24% overall savings	**-**	**PMSI**
Official Medical Fee Schedule	**-**	**US Healthworks**
Official Medical Fee Schedule	**-**	**LB Memorial**
UR $85.00 per review, Nurse Case Management $90.00 to $95.00	**-**	**Allied Managed Care**
$75.00 per hour	**-**	**RJN Investigations**
$75.00 per hour	**-**	**Global Options**

#6.

$65.00 per hour	**-**	**Universal Insurance**
$595.00 flat, background check, half day **$995.00 flat surveillance, full day**	**-**	**Digistream**
$150.00 to $165.00 per hour	**-**	**FS&K Law**
$125.00 to $160.00 per hour	**-**	**Irene Bowdry Law**
$150.00 to $165.00 per hour	**-**	**Hayford&Felchin Law**
$125.00 to $150.00 per hour	**-**	**Nancy Freeman Law**
$150.00 to $160.00 per hour	**-**	**Mansfield Law**

Section 2. That funds for these services are allocated in Account No. 6300 420 000 4265.

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

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

ADOPTED this _____ day of _____, 2012.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____day of _____, 2012.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Risk Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH SERVICE PROVIDERS FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM**

Ruth Rugley **10/10/2012 7:54:15 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **10/11/2012 6:49:21 PM**
CITY ATTORNEY DATE

Stephen Ajobiewe **10/11/2012 7:31:07 PM**
CITY CONTROLLER DATE

G. Harold Duffey **10/11/2012 6:47:34 PM**
CITY MANAGER 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.

October 23, 2012

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **CITY ATTORNEY'S OFFICE**

SUBJECT: **SELECTION OF A REDISTRICTING PLAN FOR ADOPTION; SECOND READING OF AN ORDINANCE RE-ALIGNING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS, BASED ON THE 2010 CENSUS, FOR USE AT THE CITY'S APRIL 2013 PRIMARY ELECTION AND SUBSEQUENT ELECTIONS**

SUMMARY

Staff is requesting that the City Council: (1) receive public comment regarding draft city council district plans, which were presented to the Council and the public at the Council's September 11, 18, 25 and October 2, 2012 meetings; (2) select a plan for adoption; and (3) conduct a second reading of an ordinance adopting the Council's chosen plan.

BACKGROUND

The City of Compton ("City") has historically elected each member of its City Council in "from-district" elections, *i.e.*, elections in which candidates for the City Council (the "Council") must reside within a specific geographic subarea of the City called a "council district" but candidates are elected by all the voters of the City at large.

However, on June 5, 2012, the voters of the City of Compton approved Measure B, which amended the City Charter to provide that in all future elections members of the Council will be elected in "by-district" elections, *i.e.,* elections in which candidates for the Council must reside within the specific council district they seek to represent, and candidates are elected only by the voters of that district. Measure B provided that "Upon adoption of this amendment by the voters, the City Council shall adjust the boundaries of the council districts on or before October 1, 2012."

The Charter, state law, and federal law, require that every ten years, following the release of the decennial census, the City Council realign the boundaries of the council districts to equalize the population thereof. The lines must also comply with the requirements of the federal Voting Rights Act, 42 U.S.C. § 1971 *et seq*.

To comply with the requirements of the Charter, as amended by Measure B, the City retained an experienced demographer, National Demographics Corporation ("NDC"), based in Claremont, California, and experienced redistricting counsel, Nielsen Merksamer Parrinello Gross & Leoni ("Nielsen Merksamer"), to advise it on the process of re-aligning the existing council districts and to prepare draft councilmanic district maps.

On September 4, 2012, the Council and the public received a presentation from Nielsen Merksamer regarding the procedures governing the redistricting process, the constitutional and statutory requirements of population equality, compliance with the Voting Rights Act and the Fourteenth Amendment, and traditional legal and policy criteria governing redistricting, which are set forth in the Charter and state law, or which have been recognized by the courts. The Council and the public also received a presentation from NDC regarding the demographics of the City and of the existing city council districts.

Following the presentations of Nielsen Merksamer and NDC, the Council received public comment regarding the redistricting process, and then instructed NDC to prepare three draft council district plans in accordance with the traditional legal and policy criteria identified by Nielsen Merksamer. The Council also requested that the maps adhere as closely as possible to the traditional council district configurations, which have been divided by Willowbrook Avenue to the north and south, and by Compton Boulevard to the east and west.

On September 11, NDC presented three draft council district plans, designated Plans A, B and C, to the Council and to the public, which were initially posted on the City's website on September 6, and which were developed according to the criteria set forth above. The Council also received presentations regarding two plans submitted by members of the public, one of which was posted on the City's website on September 6 ("Plaintiff Illustrative Plan"), and one of which was received on the afternoon of September 11 ("Plaintiff Option 2A").

The Council held a duly-noticed public hearing at its September 11 meeting, to seek public comment with respect to all five draft plans.

A third plan was submitted by members of the public on September 17, 2012 ("Plaintiffs' Modified Plan A").

The Council held a second duly-noticed public hearing at a meeting of the Council on September 18, 2012, to seek further public comment with respect to all six plans. Following the September 18 public hearing, members of the Council requested that NDC present an additional option.

At a third duly-noticed public hearing on September 25, 2012, NDC presented a seventh plan in response to the Council's request ("Plan D"), after which, to give the public an opportunity to more fully review the newly-presented plan, the Council determined to hold a special meeting on September 27, 2012, to receive public input regarding the new plan.

STATEMENT OF THE ISSUE

Staff requests that the Council receive additional public comment regarding the seven plans, or any additional plans that may be presented by the public in advance of the meeting. Thereafter, Staff requests that the Council choose a draft redistricting plan to move forward with, for final adoption, and that it reconsider the second reading of an ordinance to adopt the chosen plan.

FISCAL IMPACT

Except for the demographer's services, and limited administrative costs to implement the new boundary lines, there will be no fiscal impact.

RECOMMENDATION

That the Council (1) receive additional public comment regarding draft city council district plans, which were presented to the Council and the public at the Council's September 11, 18 and 25 meetings; (2) select a plan for adoption; and (3) reconsider the second reading of an ordinance adopting the Council's chosen plan.

CRAIG CORNWELL, ESQ.
CITY ATTORNEY

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RE-ALIGNING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS, BASED ON THE 2010 CENSUS, FOR USE AT THE CITY'S APRIL 2013 PRIMARY ELECTION AND SUBSEQUENT ELECTIONS

WHEREAS, the City of Compton ("City") has historically elected each member of its City Council in "from-district" elections, *i.e.*, elections in which candidates for the City Council (the "Council") must reside within a specific geographic subarea of the City called a "council district" but candidates are elected by all the voters of the City at large; and

WHEREAS, section 502 of the Charter, section 21620 of the California Elections Code, and federal law require that every ten years, following the release of the decennial census, the City Council realign the boundaries of the council districts to equalize the population thereof; and

WHEREAS, on June 5, 2012, the voters of the City of Compton approved Measure B, which amended the City Charter to provide that in all future elections members of the Council will be elected in "by-district" elections, *i.e.,* elections in which candidates for the Council must reside within the specific council district they seek to represent, and candidates are elected only by the voters of that district; and

WHEREAS, Measure B provided that "Upon adoption of this amendment by the voters, the City Council shall adjust the boundaries of the council districts on or before October 1, 2012"; and

WHEREAS, to comply with the requirements of the Charter, as amended by Measure B, the City has retained an experienced demographer, National Demographics Corporation ("NDC"), based in Claremont, California, and experienced legal counsel to advise it on the process of re-aligning the existing council districts and to prepare draft councilmanic district maps; and

WHEREAS, on September 4, 2012, the Council and the public received presentations from the demographer and from the City's redistricting counsel regarding the procedures and legal and policy criteria governing redistricting, and the demographics of the City and of the existing city council districts; and

WHEREAS, following the presentations by the demographer and legal counsel on September 4, the Council solicited public input regarding appropriate criteria for the realignment of council district boundaries, after which the Council directed NDC to prepare multiple draft council district plans according to the following criteria:

- That the boundaries of the council districts shall be realigned so that the districts are substantially equal in population as defined by law.

- That the boundaries of the council districts shall be realigned so that the districts do not result in a denial or abridgement of the right of any citizen to vote on account of race or color as provided in Section 2 of the federal Voting Rights Act.

- That the boundaries of the council districts shall not be gerrymandered in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.

- That the boundaries of the council districts shall observe communities of interest, especially the historic council districts to the extent possible, as well as established neighborhoods, communities within the City, community associations, land uses, and the like, insofar as practicable.

- That the boundaries of the council districts shall be compact, insofar as practicable.

- That the boundaries of the council districts shall be created to contain cohesive, contiguous territory, insofar as practicable, and avoid "zig-zagging" that can make them difficult to understand.

- That the boundaries of the council districts may observe topography and geography, such as the existence of man-made geographical features such as highways, railways, major thoroughfares, and canals, etc., as natural boundaries between council districts, insofar as practicable, and shall pay particular attention to the historic use of Compton Boulevard as the main east/west dividing line and of Willowbrook Avenue as the main north/south dividing line, especially insofar as Willowbrook Avenue is impassable at many points due to the Metro rail that runs along it.

- That the council districts shall be created using whole census blocks.

- That the boundaries of the council districts may avoid the "pairing" of incumbents in the same council district, insofar as this does not conflict with the constitutions and laws of the State of California and the United States.

- That the boundaries of the council districts shall comply with such other factors which become known during the redistricting process and are formally adopted by the City Council.

WHEREAS, on September 11, 2012, NDC presented three draft council district plans, designated Plans A, B and C and incorporated herein, to the Council and to the public, which were initially posted on the City's website on September 6, and which were developed according to the criteria set forth above; and

WHEREAS, on September 11 NDC also presented two plans submitted by members of the public, one of which was posted on the City's website on September 6 ("Plaintiff Illustrative Plan), and one of which was received on the afternoon of September 11 ("Plaintiff Option 2A"); and

WHEREAS, the Council held a duly-noticed public hearing at a meeting of the Council on September 11, 2012, to seek public comment with respect to all five draft plans; and

WHEREAS, a third plan was submitted by members of the public on September 17, 2012 ("Plaintiffs' Modified Plan A"); and

WHEREAS, the Council held a second duly-noticed public hearing at a meeting of the Council on September 18, 2012, to seek further public comment with respect to all six plans; and

WHEREAS, following the September 18 public hearing, members of the Council requested that NDC present an additional option; and

WHEREAS, at a third duly-noticed public hearing on September 25, 2012, NDC presented a seventh plan in response to the Council's request ("Plan D"); and

WHEREAS, to give the public an opportunity to more fully review the newly-presented plan, the Council determined to hold a special meeting on September 27, 2012, to receive public input regarding the new plan; and

WHEREAS, the Council has considered all public comments on the plans; and

WHEREAS, the populations in the proposed council districts of each of the seven plans are substantially equal, in conformance with legal requirements; and

WHEREAS, section 2 of the Voting Rights Act, 42 U.S.C. § 1973, prohibits the use of any voting qualification, or prerequisite to voting, or standard, practice, or procedure in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color; and

WHEREAS, the Fourteenth Amendment prohibits redistricting plans in which the predominant criterion is race, and in which traditional redistricting criteria are subordinated to considerations of race; and

WHEREAS, the Council expressly indicated its desire to maintain the cores of the historic council districts to the extent possible, and to retain the use of Compton Boulevard as the main east/west dividing line and of Willowbrook Avenue as the main north/south dividing line, to the extent possible; and

WHEREAS, the districts in Plan ___ are reasonably compact; and

WHEREAS, the Council received public testimony indicating that the districts in Plan ___ have boundaries that could be more easily understood by the voters; and

WHEREAS, Plan ___ is respectful of the historic cores and the use of Compton Boulevard and Willowbrook Avenue; and

WHEREAS, Plan ___ does not "pair" multiple incumbents in the same council district, consistent with the criteria identified by the Council; and

WHEREAS, Proposed Plan ___ gives consideration to topography, geography, cohesiveness, contiguity, integrity and compactness of territory and community of interests of the divisions, as well as to observing established communities insofar as practical; using census geography and geographical features for division boundaries insofar as practical, and striving for division shapes which are reasonably compact and contiguous; and

WHEREAS, the Council prefers the council district boundaries in proposed Plan __ and desires no changes to proposed Plan __ as presented to the Council at its regular meeting on September 25, 2012, and incorporated herein.

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

Section 1. That the above recitals are true and correct.

Section 2. That the Council hereby adopts a revision to its current city council district boundaries and adopts Plan ___, attached hereto as Exhibit "A" and incorporated herein by this reference, for use at the City's April 2013 primary election and subsequent elections until a further re-alignment is required, following the release of the 2020 Census.

Section 3. That the City Manager and/or his designee take all actions necessary to notify the Los Angeles County elections officials of the Council's determination forthwith and provide whatever assistance may be required by the Elections Department to complete the process.

Section 4. That because the new redistricting plan may contain technical anomalies caused by errors in the 2010 Census line files that do not substantively affect the populations in the council districts, the district boundaries, or the intent of this ordinance, which anomalies are not revealed until implementation begins, the City Manager and/or his designee is authorized to make technical emendations to the new

redistricting plan that do not substantively affect the populations in the council districts, the district boundaries, or the intent of this ordinance, and shall advise the Council of any such emendations that are found to be required in plan implementation by the respective county elections officials.

Section 5. That the City Manager and/or his designee shall consult with legal counsel to resolve any legal issues necessary to give effect to this Ordinance.

Section 6. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 7. That a copy of this Ordinance shall be filed in the offices of the City Clerk and City Attorney.

Section 8. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this _____day of _____, 2012.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Ordinance was adopted by the City Council 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 _____, 2012.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

ORDINANCE NO. _____

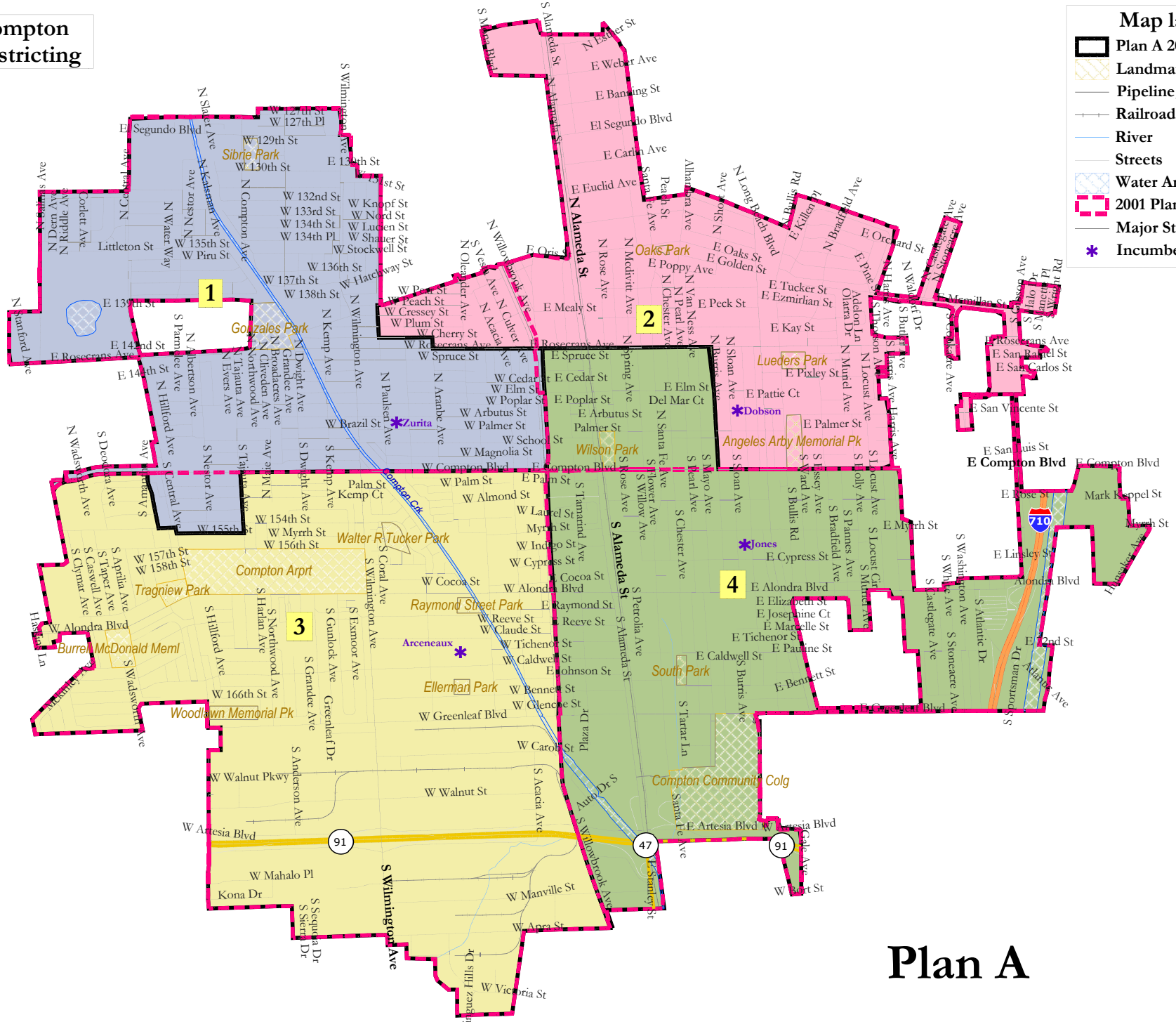
EXHIBIT "A"

MAP AND DEMOGRAPHICS OF PLAN #__

ADOPTED BY THE COMPTON CITY COUNCIL

OCTOBER 23, 2012

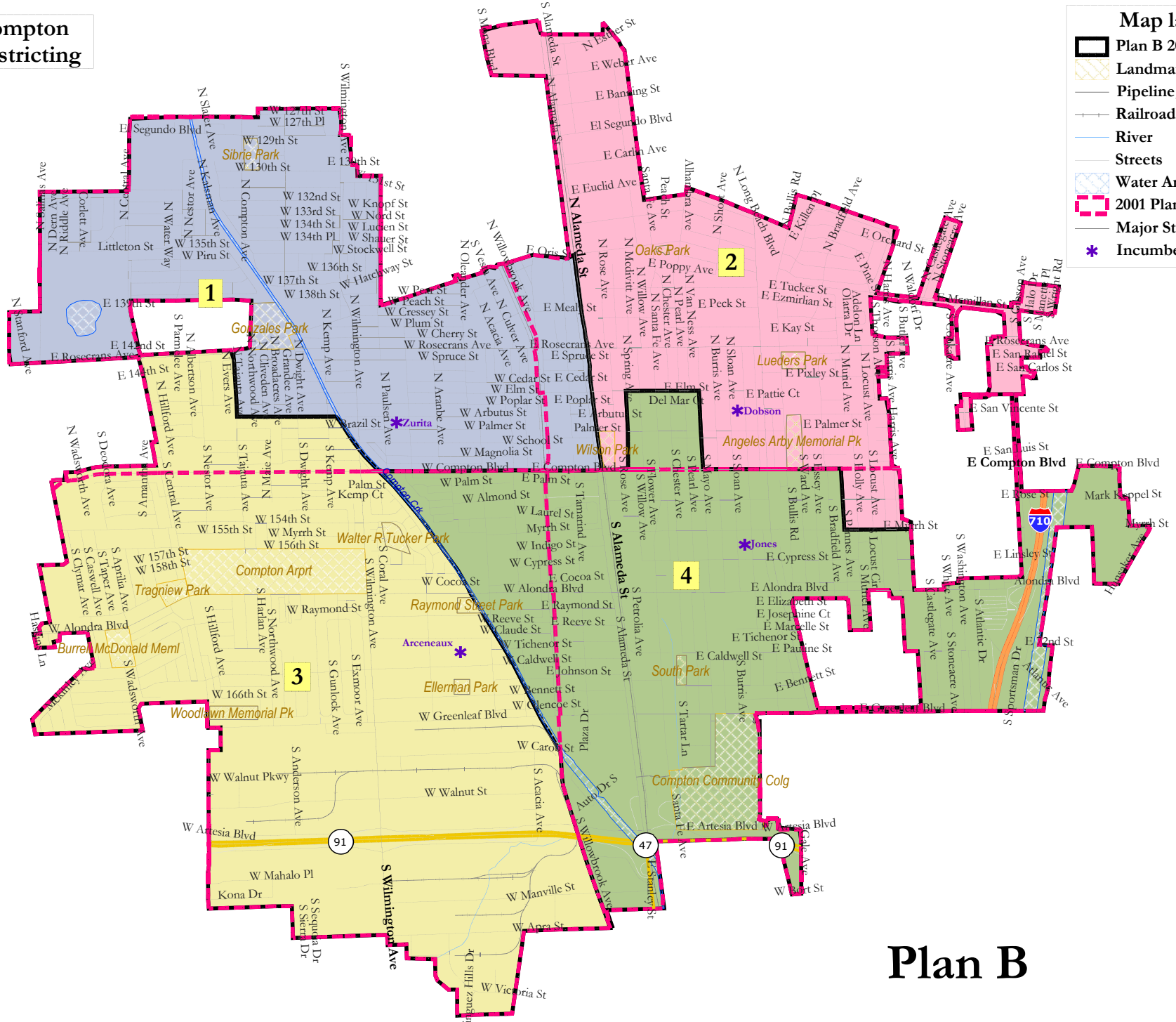
City of Compton 2012 Redistricting



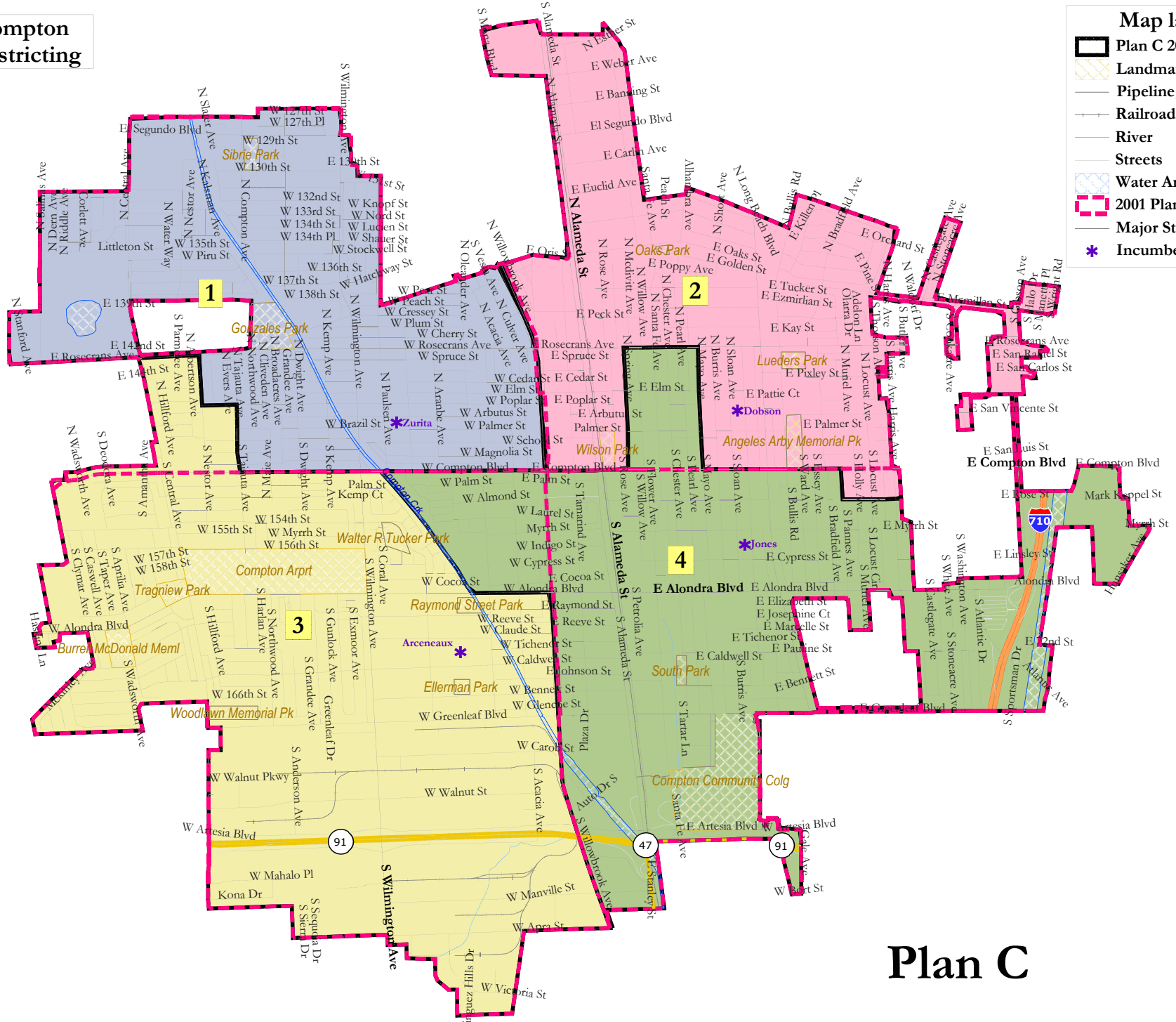
National Demographics Corporation, September 6, 2012

#9.

City of Compton 2012 Redistricting

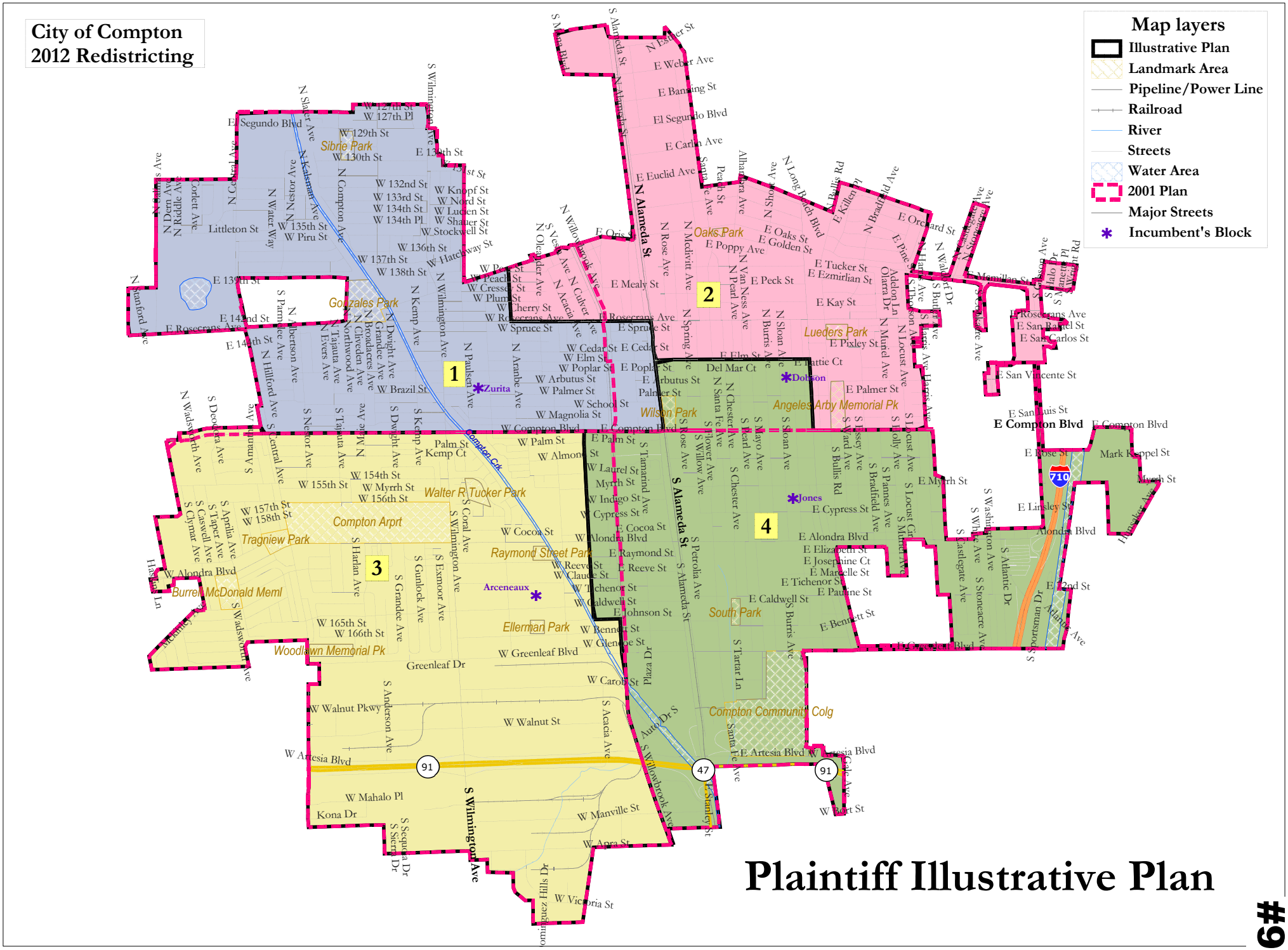


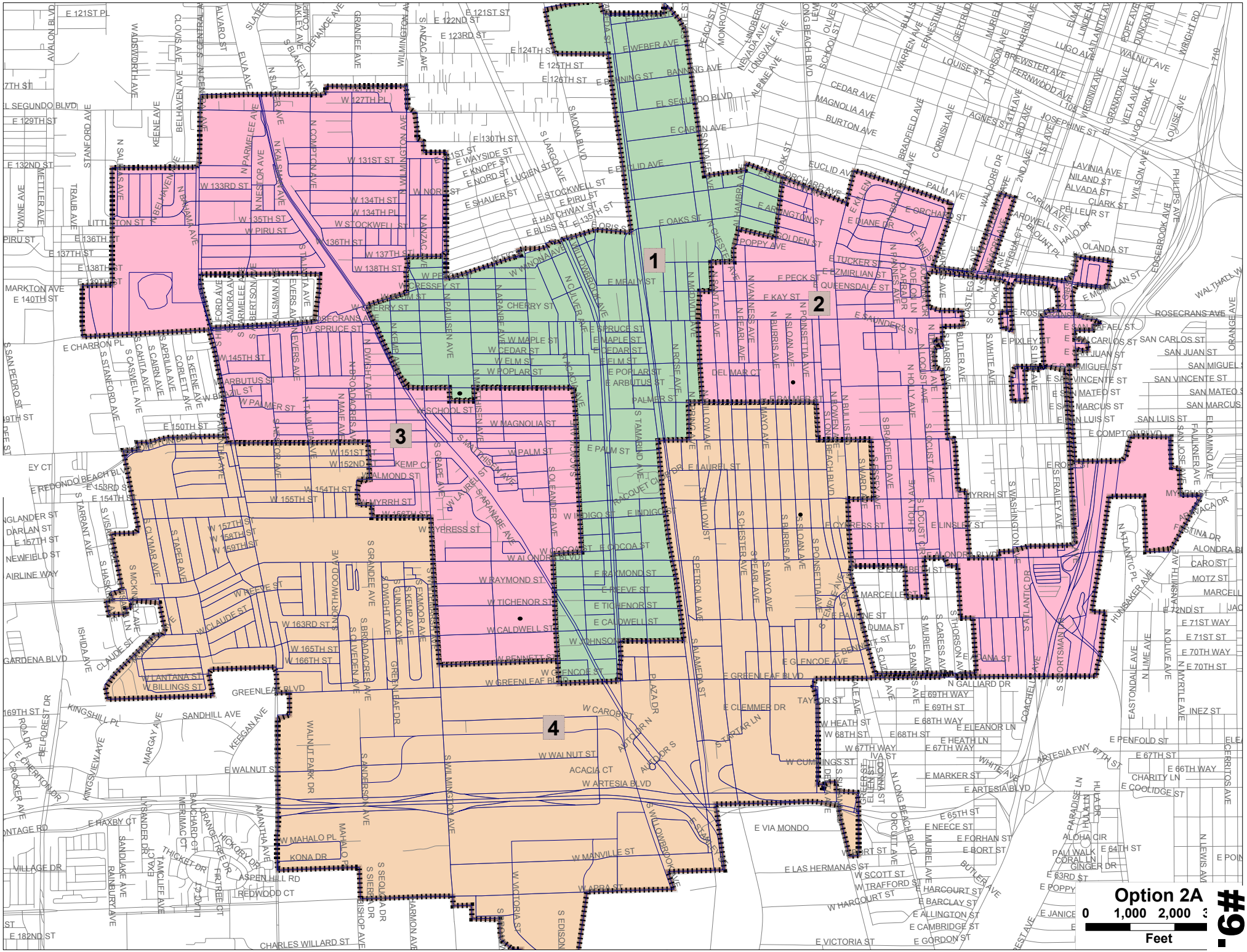
City of Compton 2012 Redistricting



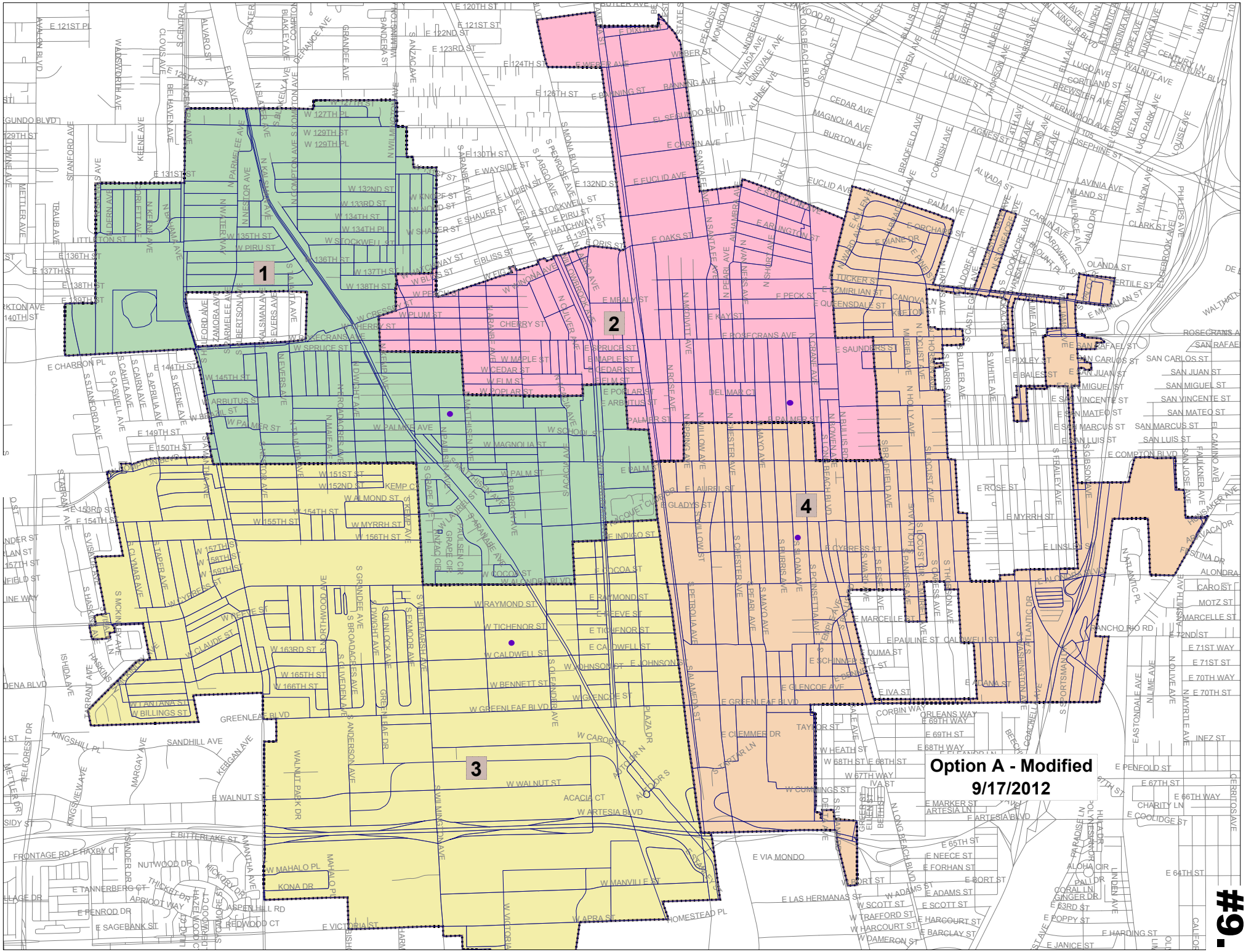
National Demographics Corporation, September 6, 2012

#9.


City of Compton
2012 Redistricting
Map layers
Illustrative Plan
Landmark Area
Pipeline/Power Line
Railroad
River
Streets
Water Area
2001 Plan
Major Streets
Incumbent's Block
1
2
3
4
Zurita
Dobson
Jones
Arceneaux
Plaintiff Illustrative Plan
#9.

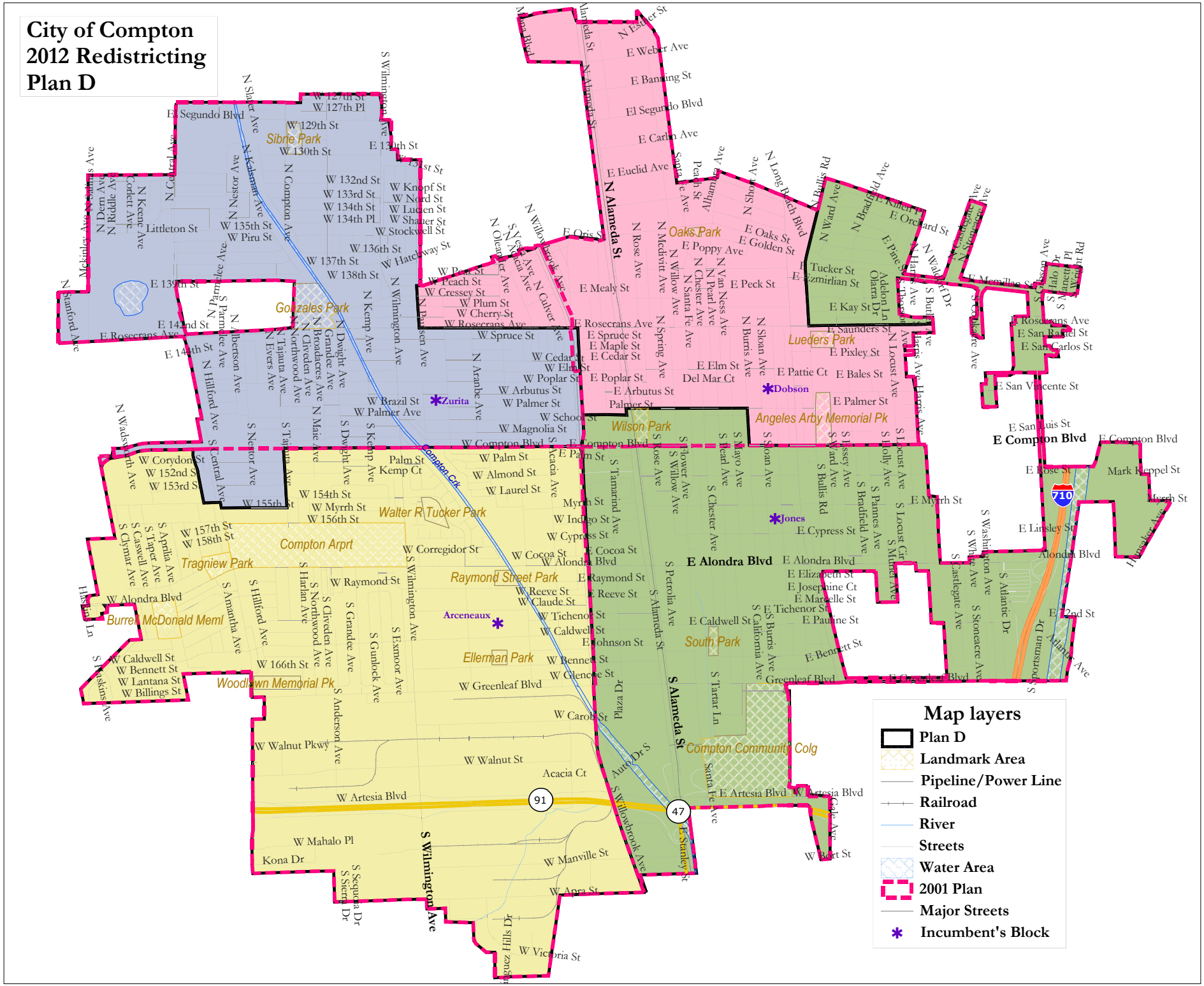


#9.



#9.

City of Compton 2012 Redistricting Plan D



#9.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CIT OF COMPTON RE-ALIGNING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS, BASED ON THE 2010 CENSUS, FOR USE AT THE CITY'S APRIL 2013 PRIMARY ELECTION AND SUBSEQUENT ELECTIONS (SECOND READING)**

Ruth Rugley — **9/26/2012 3:25:23 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **9/26/2012 3:53:18 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **9/26/2012 3:51:55 PM**
CITY CONTROLLER — DATE

G. Harold Duffey — **9/26/2012 3:50:55 PM**
CITY MANAGER — 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.

October 23, 2012

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **HAROLD C. WILLIAMS, P.E., (INTERIM DIRECTOR WATER/ PUBLIC WORKS DEPARTMENTS**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,546, AMENDING THE WATER DEPARTMENT 2012-2013 BUDGET, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID, ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO CORA CONSTRUCTORS, INC. FOR THE CONSTRUCTION OF WELL # 20 AT SIBRIE PARK**

SUMMARY

City Council adoption of the attached Resolution will rescind Resolution No. 23,546, amend the 2012-2013 Fiscal Year budget, appropriate prior year grant funds, accept the bid of and authorize the city Manager to execute a contract with and issue a purchase order to Cora Constructors, Inc. for the Water Bond Improvement Project constructing Well #20 at Sibrie Park.

BACKGROUND

The Water Department actively seeks ways to improve the pumping operations and optimize ground water development as well as lessened the reliance on imported water supplied by Metropolitan Water District (MWD). The resultant Water Bond Improvement Project proposes the construction of a 20' x 20' concrete masonry well at Sibrie Park which will increase the water flow in that area.

Approval of this bid and contract will complete Phase III of the Sibrie Park Water project which will complete the development of the well that was drilled in late 2011. The construction will make the final connections to the new storage tank that is 90% complete. With Council acceptance of the bid from Cora Constructors, the well and tank will be connected and placed into service.

Staff solicited formal bids for the subject project. The bid opening was held on April 18, 2012, and a total of three (3) bids were received from the following contractors:

VENDOR	LOCATION	AMOUNT
Fleming Environmental, Inc.	Fullerton, CA	$1,443,915.10
Cora Constructors, Inc.	**Palm Desert, CA**	**$1,333,590.10**
Environmental Construction, Inc.	Woodland Hills, CA	$1,431,116.30

Staff has reviewed the bids and has determined that Cora Construction Inc. is the lowest responsible bidder. The bid amount of $1,333,590.10 (One Million Three Hundred Thirty Three Thousand Five Hundred & Ninety Dollars and Ten Cents) is a reasonable amount for this construction project.

STATEMENT OF THE ISSUE

Construction of this water well will increase the water pressure in the area, comply with the usage of the Water Bond Capital Improvement Funds, as well as improve the water quality, thereby providing safe and adequate water for drinking and firefighting purposes. Staff believes that the construction of Water Well # 20 at Sibrie Park can be completed within the scheduled period in a satisfactory manner for the amount proposed. Staff recommends that the City Council rescind Resolution #23,546 and amend the 2012/13 fiscal year budget to appropriate prior year funds into the appropriate account. Further, staff recommends that the City Council authorize the City Manager accept the bid, execute a contract with Cora Construction, Inc. and issue a purchase order in the amount of $1,333,590.10 (One Million Three Hundred Thirty Three Thousand Five Hundred & Ninety Dollars and Ten Cents).

We are always aware of unforeseen issues and would also like to add a contingency of 20% (Twenty Percent) in the amount of $266,718.02 (Two Hundred Sixty Six Thousand Seven Hundred and Eighteen Dollars and Two Cents).

ALTERNATIVE

None, without a finding that the above-recommended contractor's bid is not the lowest and/or responsible bid for this project. The Compton City Charter requires; with limited exceptions; that public work contracts involving expenditures of more than $25,000 shall be awarded to the lowest responsible bidder.

FISCAL IMPACT

The Water Department received an EPA grant which has a balance of $843,495.74 and the reminder of the project shall be funded by a grant match amount available in the CIP-Water Bond Fund in the amount of $756,812.38.

The EPA grants need to be added to the Water Department 2012-2013 budget.

REVENUE	EXPENSE	AMOUNT
2620-850-000-4332	2620-850-000-4332	$843,495.74

A Purchase order shall be issued in the amount of $1,333,590.10, to Cora Constructors, Inc., plus a contingency amount of $266,718.02 set aside as follows:

ACCOUNT	AMOUNT
2620-850-000-4332	$843,495.74
5003-850-000-4294	$756,812.38

RECOMMENDATION

Staff recommends that adoption of the attached resolution.

HAROLD C. WILLIAMS, P.E., (INTERIM) DIRECTOR
WATER/PUBLIC WORKS DEPARTMENTS

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION # 23,546 AMENDING THE WATER DEPARTMENT 2012/2013 BUDGET, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID, ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO CORA CONSTRUCTORS, INC. FOR THE CONSTRUCTION OF WELL #20 AT SIBRIE PARK

WHEREAS, the Water Department is actively seeking ways to improve the pumping operations and optimize ground water development; and

WHEREAS, the Department is also lessening the reliance on imported water supplied by MWD; and

WHEREAS, the resultant capital improvement project proposed the construction of a 20' x 20' concrete masonry Well at Sibrie Park; and

WHEREAS, staff advertised to solicit bids for the construction of the Well #20 project from qualified firms and the bid opening was held on April 18, 2012 with the following bids received:

Contractors	**Location**	**Bid Amount**
Fleming Environmental, Inc.	Fullerton, CA	$1,443,915.10
Cora Constructors, Inc.	**Palm Desert, CA**	**$1,333,590.10**
Environmental Construction, Inc.	Woodland Hills, CA	$1,431,116.30

WHEREAS, on June 5, 2012, Council approved Resolution #23,546 accepting the bid and transferring funds into the appropriate account for the construction of Well #20; and

WHEREAS, due to an oversight, funds were not appropriated into the account, therefore, Resolution #23,546 needs to be rescinded so that funds can be appropriated in the current fiscal year; and

WHEREAS, approval of this bid and contract will complete Phase III of the Sibrie Park Water project which will make the final connections to the new storage tank so that the well and storage tank can be put into service; and

WHEREAS, the Water Department has received an EPA grant which has a balance of $843,495.74, with the balance of the project funded by a grant match amount available in the Water Bond Fund in the amount of $756,812.38.

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

SECTION 1. That Resolution #23,546, adopted by the city council on June 5, 2012, is hereby rescinded.

SECTION 2. That the City Manager is hereby authorized to transfer funds and enter into a contract with Cora Constructors, Inc. for the construction of Well #20 improvements at Sibrie Park.

SECTION 3. That a purchase order shall issue to Cora Constructors, Inc in the amount of $1,333,590.10 (One Million Three Hundred Thirty Three Thousand Five Hundred and Ninety Dollars and Ten Cent).

SECTION 4. That a contingency amount of up to $266,718.02 is hereby authorized.

SECTION 5. That the EPA Grant the Water Department received in the amount of $843,495.74 will be allocated from prior year funds and the additional funding will be taken from the Water Bond Funds in the amount of $756,812.38 and shall be transferred as follows:

From:

ACCOUNT	**AMOUNT**
2620-850-000-4332 (EPA- Prior Year Funds FY 10/11)	$843,495.74
5003-850-000-4755 (CIP-Maint, & Repair Mains)	$756,812.38

To:

ACCOUNT	**AMOUNT**
5003-850-000-4332 (Other Structure & Imprvmt)	$756,812.38
2620-850-000-4332 (Other Structure & Imprvmt)	$843,495.74

SECTION 6. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney's Office and Water Department.

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

ADOPTED this _____ day of _____, 2012.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2012.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CORA CONSTRUCTORS, INC.

[Water Bond Improvements – Well #20 Sibrie Park Job]

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **CORA CONSTRUCTORS, INC.** (hereinafter referred to as "**CONTRACTOR"**) located at 75140 St. Charles Place, Suite A, Palm Desert, California 92211.

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required pursuant to the **"Water Bond Improvements Project – Construction of 20' x 20' Concrete Masonry Well at Sebrie Park in the City of Compton"** ("Project")**.**

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council on _____, 2012.

WHEREFORE, the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 "Work" consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

1.1.2 "Contract Documents" consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Invitation for Bids," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, standard and technical specifications, special provisions, schedules, exhibits, drawings, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

1.3 Trust and Confidence.

Contractor accepts the obligation of trust and confidence established between it and City by this Agreement and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Agreement, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

1.4 Standard of Care.

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and Work required by the Contract Documents. In the event portions of the Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

1.5 Compliance with Applicable Laws.

Contractor shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances,

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and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract. Contractor shall also comply with the following laws:

1.5.1 Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs). Title VI provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

1.5.2 Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973. No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified handicapped individual.

1.5.3 Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors). During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination/rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

.1 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided to the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

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.2 The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

.3 In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

.4 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.5.4 Federal Lobbyist Requirements. The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

.1 The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements. Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

1.5.5 Davis-Bacon and Related Acts (DBRA). This is a federally assisted construction project. Federal Labor Standards Provisions; including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing

Work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor.

1.5.6 State Prevailing Wage Requirements. The Contractors' duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractors' responsibility to ensure payment of prevailing wages and inform all sub-Contractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the work.

.1 Contractors shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractors shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day or portion thereof for each worker paid (either by them or any subcontractors under them) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code. The Contractors shall not require more than eight (8) hours in a day from any person employed by them hereunder, except as provided in the Labor Code. The Contractors shall conform to the State Labor Code and it is agreed that the Contractors shall forfeit to the City, as penalty, the sum of **Fifty Dollars ($50.00)** for each worker employed in the execution of this Contract by the Contractors or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said article. The Contractors shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractors' employees for which the City may be found jointly or solely liable.

1.5.7 Immigration Control and Reform Act. The Contractor shall comply with all requirements of the Immigration Reform and Control Act of 1986. The Contractor agrees to defend, indemnify and hold the City harmless from any penalties imposed as a result of Contractor's and/or Contractor's subcontractor's non-compliance with the Immigration Reform and Control Act.

1.5.8 Clayton and Cartwright Acts. The Contractor agrees that in entering into a contract or a subcontract to supply goods, services or materials pursuant to the contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to the contract of subcontract, without further acknowledgment by the Parties.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Dennis E.**

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Stockton, President of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

.1 Before starting the Work, City shall have the authority to not approve the Contractor's proposed representative. The City shall inform the Contractor in writing and request a replacement representative. The City shall have the authority to require the Contractor to remove its representative at any time without cause and at no cost to the City.

1.7 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.8 Permits.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for occupancy by City.

Prior to commencement of the Work, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers and other facilities required to complete the following Works:

WATER BOND IMPROVEMENTS PROJECT – CONSTRUCTION OF WELL #20 IMPROVEMENTS IN SEBRIE PARK JOB

THE WORK GENERALLY CONSISTS OF: CONSTRUCTION OF A PUMP HOUSE, OFF-SITE AND ON-SITE ELECTRICAL IMPROVEMENTS, 100 H.P.

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VERTICAL TURBINE PUMP, UNDERGROUND AND ABOVE-GROUND PIPELINES, TWO (2) BOOSTER PUMPS, CHLORINATION STATION, INSTRUMENTATION, DRAINAGE IMPROVEMENTS, SITE GRADING, SURVEYING AND ALL RELATED WATERWORKS

Also included is other incidental work and coordination as required per the Specifications or as necessary to prosecute the work. During all phases and phase transitions, the Contractors must accommodate and provide temporary stripping, signage, signals, and roadway upgrades if required for temporary transportation route locations and services. Access to all businesses and residences is to be maintained or accommodation provided. The Contractors are advised and reminded to review all Plans and Specifications included with this Contract including the General Conditions, Special Provisions, Technical Specifications, Summary of Work, and those specifications included or referenced elsewhere in these Contract Documents.

2.2 Management of Construction Work.

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

Contractor shall bear all costs associated with this Work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, obtaining storage yard for the duration of the Work, etc., used by Contractor in connection with this Work.

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **One Million Three Hundred Thirty Three Thousand Five Hundred Ninety Dollars and Ten Cents ($1,333,590.10)** ("Contract Price")**,** subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's

compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

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

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Director, Public Works/Compton Municipal Water Department or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

-Or-

Pursuant to *Section 22300* of the *Public Contract Code* of the State of California, Contractor has the option to deposit securities with a state or federally chartered bank in California, as the escrow agent, as a substitute for retention earnings required to be withheld by the City pursuant to the Contract entered into between the City and the Contractor.

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all

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fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to begin work at the Site within **ten (10) working days** of the date City issues a **"Notice to Proceed with Construction"** or otherwise agreed with the Director, and continue in a diligent, professional and worker-like manner without interruption until the work is completed or within a total of **One Hundred Eighty (180) calendar days,** whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein. Completion time is inclusive of lead time for ordering, inspection and acceptance of materials, mobilization, etc. There shall be no additional cost to the City for any move out/move in by the Contractor within a 30-day calendar period.

4.2.2 Notwithstanding any other provisions of the Contract Documents, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to the delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not oblige the City to accept or pay for such work. The Contractor is required to provide all required bonds and evidences of required insurance prior to commencing work at the Site.

4.3 Extensions.

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

4.4.1 Sole Remedy. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

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4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF FIVE HUNDRED DOLLARS ($500.00) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORESEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

G. Harold Duffey, City Manager	**Dennis E. Stockton, President**
City of Compton	**Cora Constructors, Inc.**

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Schedule for the entire Work. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. At a minimum, the Construction Schedule shall include City review dates and City review periods related to preparation and processing of submittals,

delivery of materials or equipment requiring long-lead time procurement, City's occupancy requirements showing portions of the project having occupancy priority, and proposed dates of substantial completion, performance of minor (or, "punch list") work and final completion. Prior to issuing the Notice to Proceed, the City, City Engineer and/or any construction management firm it may utilize, will schedule a Pre-Construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

4.7 City Review Periods.

All schedules prepared by Contractor, shall include such City review periods as are required by the nature of the work and/or as requested by the City. Contractor shall in all cases deliver to City prior to commencement of a City review period a written request for review, accompanied, if appropriate, by the document, question or other information requiring the City or Architect review, response, approval or consideration. For purposes of determining compliance with the City review periods, if Contractor does not deliver its request for review before the first day of a City review period scheduled in the governing schedule, the City review period shall not commence until Contractor delivers such request and the respective City review date shall be extended (without any corresponding adjustment to the Contract Time) on a day-for-day basis until Contractor delivers such request to the proper entity from which a response, review or approval is sought. To the extent that such an extension causes delay to Contractor's performance within the Contract Time, such delay shall be deemed an inexcusable delay.

4.8 Governmental Authority Review Periods.

Contractor shall include in all of the schedules it prepares estimates of the time required for governmental authorities to inspect, review and approval of the work while in progress. Contractor is solely responsible for the sufficiency and accuracy of its estimates of time for all governmental authority review periods.

5.0 CONSTRUCTION PHASE

5.1 General.

5.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

5.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

5.1.3 Contractor shall attend meetings with City as frequently as is necessary

to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

5.2 Supervision of Work.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

5.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

5.4 Safety.

5.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

5.4.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.1 Employees and all other persons at the Site;

.2 Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and

.3 The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

5.4.3 Contractor shall designate an individual at the Site in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

5.4.4 Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

5.4.5 If City deems any part of the Work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the Work or take corrective measures. Neither City's order nor Contractor's

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action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

5.4.6 Should this work involve digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

.1 Material the Contractor believes may be material that is hazardous waste, as defined in *Section 25117 of the Health and Safety Code that* is required to be removed to a Class I, Class II or Class III disposal site.

.2 Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

5.4.7 Contractor represents that in advance of the excavation of any trench deeper than five (5) feet, it shall submit for acceptance by the City or a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

5.5 Substitutions.

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

5.6 Trade Contractors.

5.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

5.6.2 Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

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5.7 Separate Contractors.

5.7.1 Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Site, so that the Project can be completed in an orderly and coordinated manner without delay.

5.7.2 If any part of the Work depends upon other work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

6.0 ACCOUNTING RECORDS

6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel

Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

7.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

7.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

7.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

7.2.3 Premiums. The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

7.2.4 Obligees. The performance and payment bonds shall name City as obligee.

7.2.5 Changes. Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

7.2.6 Communications. City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

8.0 INSURANCE

8.1 General Insurance Provisions.

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

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

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and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

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

8.1.1 General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, including without limitation contractual liability, independent contractors, products and completed operations coverage in an amount not less than **Three Million Dollars ($3,000,000.00)** per occurrence with an aggregate limit of no less than **Five Million Dollars ($5,000,000.00)**. The coverage limits shall apply on a per project basis and may be provided through a combination of primary and excess/umbrella liability coverage. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

8.1.2 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all activities of such entities arising out of or in connection with work to be performed under this Agreement in an amount not less than **Two Million Dollars ($2,000,000.00)** per occurrence. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles and equipment, or coverage for "any auto". The coverage limits may be provided through a combination of primary and excess/umbrella liability coverage.

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

Contractor, by executing this Agreement, hereby certifies:

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

8.1.4 Subcontractor's Insurance. Contractor shall either (1) require each of his/her/its subcontractors to procure and maintain during the term of this Agreement, Subcontractor's Commercial General Liability Insurance, Contractor's Property Damage Insurance, Automotive Liability Insurance and Workers' Compensation Insurance in the amounts and subject to the same provisions as specified above; or (2) include all of his/her/its subcontractors as insureds under its policies.

8.2 Insurance Endorsements.

Each general liability and automobile liability insurance policy shall be endorsed with the following language:

8.2.1 The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers (hereinafter the "City") are to named and covered as **"additional insureds"** with respect to liability arising out of the Work performed by the insured.

8.2.2 The insurer waives all rights of subrogation against the City.

8.2.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

8.2.4 Identify the Project or Work covered by the policies and the identity of the insured(s).

8.3 Fire Insurance; Property Insurance; Builders Risk.

8.3.1 Contractor shall maintain and shall require its subcontractors to maintain fire insurance on such party's own equipment and machinery or to adequately self-insure the same.

8.3.2 Contractor shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the property where the Project is to be constructed on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage including payments for falsework, testing and startup, temporary buildings and debris removal.

8.4 Insurance Claims.

Prior to the closing of the contract, Contractor shall instruct its insurers to submit to the General Manager or his designee a list of all property damage and injury claims handled by the insurers, arising due to work performed under this Agreement. The list shall identify the claimant, the nature of the claim and the action taken by the insurers. Contractor shall also furnish a similar list containing all claims handled by it and not transmitted to its insurers.

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9.0 CHANGE ORDERS

9.1 Changes. City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

9.2 Change Orders. A Change Order is a written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. ***No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City*** and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Dennis E. Stockton**, **HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contractor firm of **Cora Constructors, Inc.,** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

10.2 Debarment and Suspension Certification. The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental

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entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and

- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

I, declare under penalty of perjury under the laws of the State of California that the foregoing Certifications are true and correct.

_____ _____

Dennis E. Stockton, President **(Date)**

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

11.1.1 Notice of Default. Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Agreement in the event that Contractor fails or refuses to perform any of the obligations set forth in this Agreement or the other Contract Documents, and fails to cure such default in the manner required hereafter.

11.1.2 Opportunity to Cure Default. Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) calendar days after receipt of such written notice.

11.2 City's Rights and Remedies Upon Default.

11.2.1 Remedies Upon Default. In the event that Contractor fails to cure any breach of this Agreement within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

.1 Delete Certain Services. City may, without terminating this

Agreement, delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

.2 Perform and Withhold. City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.3 Suspend this Agreement. City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

.4 Terminate this Agreement. City may terminate all or any part of this Agreement for cause according to the notice provisions set forth in this Agreement, reserving to itself all rights to recover losses related thereto.

.5 Invoke the Performance Bond. City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

11.2.2 Rights Cumulative. All of City's rights and remedies under this Agreement is cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

11.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

11.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work

within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

11.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 11.4.1, below.

11.2.6 Damages to City.

.1 Reservation of Remedies. City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

.2 Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.3 No Release. If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

11.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost

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profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

11.3.1 Resumption. If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

11.3.2 Suspension Order Required. The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

11.4 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 11.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

11.4.1 Contractor Obligations. Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

.1 Immediately discontinue performance to the extent specified in the notice;

.2 Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

.3 Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.4 Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.5 Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

11.4.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 11.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

.1 The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

.2 Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

11.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

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

11.6 Contractor's Rights and Remedies.

11.6.1 Contractor's Remedies. Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

.1 The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

.2 City fails to make payment of sums that are not in good faith

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disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

11.6.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

12.0 MISCELLANEOUS PROVISIONS

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

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

12.2 Warranties. Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of **one (1) year** following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

If within **one (1) year** after the date of completion of the Project, any of the Work is found to be defective or not in accordance with the Contract documents, Contractor shall

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correct it or cause it to be corrected promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive completion or termination of the Contract. The City shall give notice promptly after discovery of the condition.

12.3 Governing Law. This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

12.4 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

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

12.6 Successors and Assigns. This Agreement shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Agreement without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

12.7 Interpretation. Contractor and City acknowledge that the terms of this Agreement has been mutually negotiated and that such documents shall not be interpreted against either City or Contractor on the basis that either party was responsible for or in control of the drafting of such documents.

12.8 Survival. All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

12.9 Conflict of Interest. The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner,

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joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

12.10 City's Quality Assurance Plan. The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

12.11 Copyrights. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

12.12 Confidentiality of Reports. The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

12.13 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

12.14 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

12.15 Waivers. A waiver by either party to this Agreement of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any

subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

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

12.17 Water Pollution Control.

12.17.1 Best Management Practices (BMPs). Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

12.18 Disadvantaged Business Enterprise (DBE) Requirements. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

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

DRAFT

12.20 Entire Agreement. The Contract Documents represent the entire and integrate agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

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

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

13.2 Addresses. All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works/Compton Municipal Water Department
(310) 605-5595
(310) 763-4567 – Fax

with copies to:

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

All notices, demands or requests from City to Contractor shall be addressed to:

Cora Constructors, Inc.
75140 St. Charles Place, Suite A
Palm Desert, California 92211
Attn: Dennis E. Stockton, President
(760) 674-3201
(760) - Fax

DRAFT

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

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

CORA CONSTRUCTORS, INC.
CONTRACTOR

Dated: _____ **By _____**
Dennis E. Stockton, President

CITY OF COMPTON

Recommended for Approval:

Dated: _____ **By _____**
Harold Williams, P.E., (Interim) Director
Public Works/Compton Municipal Water

Dated: _____ **By _____**
G. Harold Duffey, City Manager

DRAFT

Approved as to form:

By _____ Dated: _____
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ By _____
Alita God win, City Clerk

DRAFT

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION # 23,546 AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID, ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO CORA CONSTRUCTOR, INC. FOR THE CONSTRUCTION OF WELL # 20 AT SIBRIE PARK AND AMEND THE WATER DEPARTMENT 2012/2013 BUDGET**

Harold C. Williams	**10/4/2012 1:30:51 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
<ControllerName>	**<ControllerDate>**
CITY CONTROLLER	DATE
G. Harold Duffey	**10/18/2012 5:30:43 PM**
CITY MANAGER	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.

October 23, 2012

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **CITY ATTORNEY'S OFFICE**

SUBJECT: **SELECTION OF A REDISTRICTING PLAN FOR ADOPTION; FIRST READING OF AN ORDINANCE RE-ALIGNING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS, BASED ON THE 2010 CENSUS, FOR USE AT THE CITY'S APRIL 2013 PRIMARY ELECTION AND SUBSEQUENT ELECTIONS**

SUMMARY

Staff is requesting that the City Council: (1) receive public comment regarding draft city council district plans, which were presented to the Council and the public at the Council's September 11, 18 and 25 meetings; (2) select a plan for adoption; and (3) conduct a first reading of an ordinance adopting the Council's chosen plan.

BACKGROUND

The City of Compton ("City") has historically elected each member of its City Council in "from-district" elections, *i.e.*, elections in which candidates for the City Council (the "Council") must reside within a specific geographic subarea of the City called a "council district" but candidates are elected by all the voters of the City at large.

However, on June 5, 2012, the voters of the City of Compton approved Measure B, which amended the City Charter to provide that in all future elections members of the Council will be elected in "by-district" elections, *i.e.,* elections in which candidates for the Council must reside within the specific council district they seek to represent, and candidates are elected only by the voters of that district. Measure B provided that "Upon adoption of this amendment by the voters, the City Council shall adjust the boundaries of the council districts on or before October 1, 2012."

The Charter, state law, and federal law, require that every ten years, following the release of the decennial census, the City Council realign the boundaries of the council districts to equalize the population thereof. The lines must also comply with the requirements of the federal Voting Rights Act, 42 U.S.C. § 1971 *et seq*.

To comply with the requirements of the Charter, as amended by Measure B, the City retained an experienced demographer, National Demographics Corporation ("NDC"), based in Claremont, California, and experienced redistricting counsel, Nielsen Merksamer Parrinello Gross & Leoni ("Nielsen Merksamer"), to advise it on the process of re-aligning the existing council districts and to prepare draft councilmanic district maps.

On September 4, 2012, the Council and the public received a presentation from Nielsen Merksamer regarding the procedures governing the redistricting process, the constitutional and statutory requirements of population equality, compliance with the Voting Rights Act and the Fourteenth Amendment, and traditional legal and policy criteria governing redistricting, which are set forth in the Charter and state law, or which have been recognized by the courts. The Council and the public also received a presentation from NDC regarding the demographics of the City and of the existing city council districts.

Following the presentations of Nielsen Merksamer and NDC, the Council received public comment regarding the redistricting process, and then instructed NDC to prepare three draft council district plans in accordance with the traditional legal and policy criteria identified by Nielsen Merksamer. The Council also requested that the maps adhere as closely as possible to the traditional council district configurations, which have been divided by Willowbrook Avenue to the north and south, and by Compton Boulevard to the east and west.

On September 11, NDC presented three draft council district plans, designated Plans A, B and C, to the Council and to the public, which were initially posted on the City's website on September 6, and which were developed according to the criteria set forth above. The Council also received presentations regarding two plans submitted by members of the public, one of which was posted on the City's website on September 6 ("Plaintiff Illustrative Plan"), and one of which was received on the afternoon of September 11 ("Plantiff Option 2A").

The Council held a duly-noticed public hearing at its September 11 meeting, to seek public comment with respect to all five draft plans.

A third plan was submitted by members of the public on September 17, 2012 ("Plaintiffs' Modified Plan A").

The Council held a second duly-noticed public hearing at a meeting of the Council on September 18, 2012, to seek further public comment with respect to all six plans. Following the September 18 public hearing, members of the Council requested that NDC present an additional option.

At a third duly-noticed public hearing on September 25, 2012, NDC presented a seventh plan in response to the Council's request ("Plan D"), after which, to give the public an opportunity to more fully review the newly-presented plan, the Council determined to hold a special meeting on September 27, 2012, to receive public input regarding the new plan.

STATEMENT OF THE ISSUE

Staff requests that the Council receive additional public comment regarding the seven plans, or any additional plans that may be presented by the public in advance of the meeting. Thereafter, Staff requests that the Council choose a draft redistricting plan to move forward with, for final adoption, and that it conduct a first reading of an ordinance to adopt the chosen plan. Staff anticipates bringing the ordinance back to the Council for a second reading and final adoption at the Council meeting on October 2.

FISCAL IMPACT

Except for the demographer's services, and limited administrative costs to implement the new boundary lines, there will be no fiscal impact.

RECOMMENDATION

That the Council (1) receive additional public comment regarding draft city council district plans, which were presented to the Council and the public at the Council's September 11, 18 and 25 meetings; (2) select a plan for adoption; and (3) conduct a first reading of an ordinance adopting the Council's chosen plan.

CRAIG CORNWELL, ESQ.
CITY ATTORNEY

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RE-ALIGNING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS, BASED ON THE 2010 CENSUS, FOR USE AT THE CITY'S APRIL 2013 PRIMARY ELECTION AND SUBSEQUENT ELECTIONS

WHEREAS, the City of Compton ("City") has historically elected each member of its City Council in "from-district" elections, *i.e.*, elections in which candidates for the City Council (the "Council") must reside within a specific geographic subarea of the City called a "council district" but candidates are elected by all the voters of the City at large; and

WHEREAS, section 502 of the Charter, section 21620 of the California Elections Code, and federal law require that every ten years, following the release of the decennial census, the City Council realign the boundaries of the council districts to equalize the population thereof; and

WHEREAS, on June 5, 2012, the voters of the City of Compton approved Measure B, which amended the City Charter to provide that in all future elections members of the Council will be elected in "by-district" elections, *i.e.,* elections in which candidates for the Council must reside within the specific council district they seek to represent, and candidates are elected only by the voters of that district; and

WHEREAS, Measure B provided that "Upon adoption of this amendment by the voters, the City Council shall adjust the boundaries of the council districts on or before October 1, 2012"; and

WHEREAS, to comply with the requirements of the Charter, as amended by Measure B, the City has retained an experienced demographer, National Demographics Corporation ("NDC"), based in Claremont, California, and experienced legal counsel to advise it on the process of re-aligning the existing council districts and to prepare draft councilmanic district maps; and

WHEREAS, on September 4, 2012, the Council and the public received presentations from the demographer and from the City's redistricting counsel regarding the procedures and legal and policy criteria governing redistricting, and the demographics of the City and of the existing city council districts; and

WHEREAS, following the presentations by the demographer and legal counsel on September 4, the Council solicited public input regarding appropriate criteria for the realignment of council district boundaries, after which the Council directed NDC to prepare multiple draft council district plans according to the following criteria:

- That the boundaries of the council districts shall be realigned so that the districts are substantially equal in population as defined by law.

- That the boundaries of the council districts shall be realigned so that the districts do not result in a denial or abridgement of the right of any citizen to vote on account of race or color as provided in Section 2 of the federal Voting Rights Act.

- That the boundaries of the council districts shall not be gerrymandered in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.

- That the boundaries of the council districts shall observe communities of interest, especially the historic council districts to the extent possible, as well as established neighborhoods, communities within the City, community associations, land uses, and the like, insofar as practicable.

- That the boundaries of the council districts shall be compact, insofar as practicable.

- That the boundaries of the council districts shall be created to contain cohesive, contiguous territory, insofar as practicable, and avoid "zig-zagging" that can make them difficult to understand.

- That the boundaries of the council districts may observe topography and geography, such as the existence of man-made geographical features such as highways, railways, major thoroughfares, and canals, etc., as natural boundaries between council districts, insofar as practicable, and shall pay particular attention to the historic use of Compton Boulevard as the main east/west dividing line and of Willowbrook Avenue as the main north/south dividing line, especially insofar as Willowbrook Avenue is impassable at many points due to the Metro rail that runs along it.

- That the council districts shall be created using whole census blocks.

- That the boundaries of the council districts may avoid the "pairing" of incumbents in the same council district, insofar as this does not conflict with the constitutions and laws of the State of California and the United States.

- That the boundaries of the council districts shall comply with such other factors which become known during the redistricting process and are formally adopted by the City Council.

WHEREAS, on September 11, 2012, NDC presented three draft council district plans, designated Plans A, B and C and incorporated herein, to the Council and to the public, which were initially posted on the City's website on September 6, and which were developed according to the criteria set forth above; and

WHEREAS, on September 11 NDC also presented two plans submitted by members of the public, one of which was posted on the City's website on September 6 ("Plaintiff Illustrative Plan), and one of which was received on the afternoon of September 11 ("Plaintiff Option 2A"); and

WHEREAS, the Council held a duly-noticed public hearing at a meeting of the Council on September 11, 2012, to seek public comment with respect to all five draft plans; and

WHEREAS, a third plan was submitted by members of the public on September 17, 2012 ("Plaintiffs' Modified Plan A"); and

WHEREAS, the Council held a second duly-noticed public hearing at a meeting of the Council on September 18, 2012, to seek further public comment with respect to all six plans; and

WHEREAS, following the September 18 public hearing, members of the Council requested that NDC present an additional option; and

WHEREAS, at a third duly-noticed public hearing on September 25, 2012, NDC presented a seventh plan in response to the Council's request ("Plan D"); and

WHEREAS, to give the public an opportunity to more fully review the newly-presented plan, the Council determined to hold a special meeting on September 27, 2012, to receive public input regarding the new plan; and

WHEREAS, the Council has considered all public comments on the plans; and

WHEREAS, the populations in the proposed council districts of each of the seven plans are substantially equal, in conformance with legal requirements; and

WHEREAS, section 2 of the Voting Rights Act, 42 U.S.C. § 1973, prohibits the use of any voting qualification, or prerequisite to voting, or standard, practice, or procedure in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color; and

WHEREAS, the Fourteenth Amendment prohibits redistricting plans in which the predominant criterion is race, and in which traditional redistricting criteria are subordinated to considerations of race; and

WHEREAS, the Council expressly indicated its desire to maintain the cores of the historic council districts to the extent possible, and to retain the use of Compton Boulevard as the main east/west dividing line and of Willowbrook Avenue as the main north/south dividing line, to the extent possible; and

WHEREAS, the districts in Plan ___ are reasonably compact; and

WHEREAS, the Council received public testimony indicating that the districts in Plan ___ have boundaries that could be more easily understood by the voters; and

WHEREAS, Plan ___ is respectful of the historic cores and the use of Compton Boulevard and Willowbrook Avenue; and

WHEREAS, Plan ___ does not "pair" multiple incumbents in the same council district, consistent with the criteria identified by the Council; and

WHEREAS, Proposed Plan ___ gives consideration to topography, geography, cohesiveness, contiguity, integrity and compactness of territory and community of interests of the divisions, as well as to observing established communities insofar as practical; using census geography and geographical features for division boundaries insofar as practical, and striving for division shapes which are reasonably compact and contiguous; and

WHEREAS, the Council prefers the council district boundaries in proposed Plan __ and desires no changes to proposed Plan __ as presented to the Council at its regular meeting on September 25, 2012, and incorporated herein.

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

Section 1. That the above recitals are true and correct.

Section 2. That the Council hereby adopts a revision to its current city council district boundaries and adopts Plan ___, attached hereto as Exhibit "A" and incorporated herein by this reference, for use at the City's April 2013 primary election and subsequent elections until a further re-alignment is required, following the release of the 2020 Census.

Section 3. That the City Manager and/or his designee take all actions necessary to notify the Los Angeles County elections officials of the Council's determination forthwith and provide whatever assistance may be required by the Elections Department to complete the process.

Section 4. That because the new redistricting plan may contain technical anomalies caused by errors in the 2010 Census line files that do not substantively affect the populations in the council districts, the district boundaries, or the intent of this ordinance, which anomalies are not revealed until implementation begins, the City Manager and/or his designee is authorized to make technical emendations to the new

redistricting plan that do not substantively affect the populations in the council districts, the district boundaries, or the intent of this ordinance, and shall advise the Council of any such emendations that are found to be required in plan implementation by the respective county elections officials.

Section 5. That the City Manager and/or his designee shall consult with legal counsel to resolve any legal issues necessary to give effect to this Ordinance.

Section 6. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 7. That a copy of this Ordinance shall be filed in the offices of the City Clerk and City Attorney.

Section 8. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this 2nd day of October, 2012.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the 2nd day of October, 2012.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

ORDINANCE NO. _____

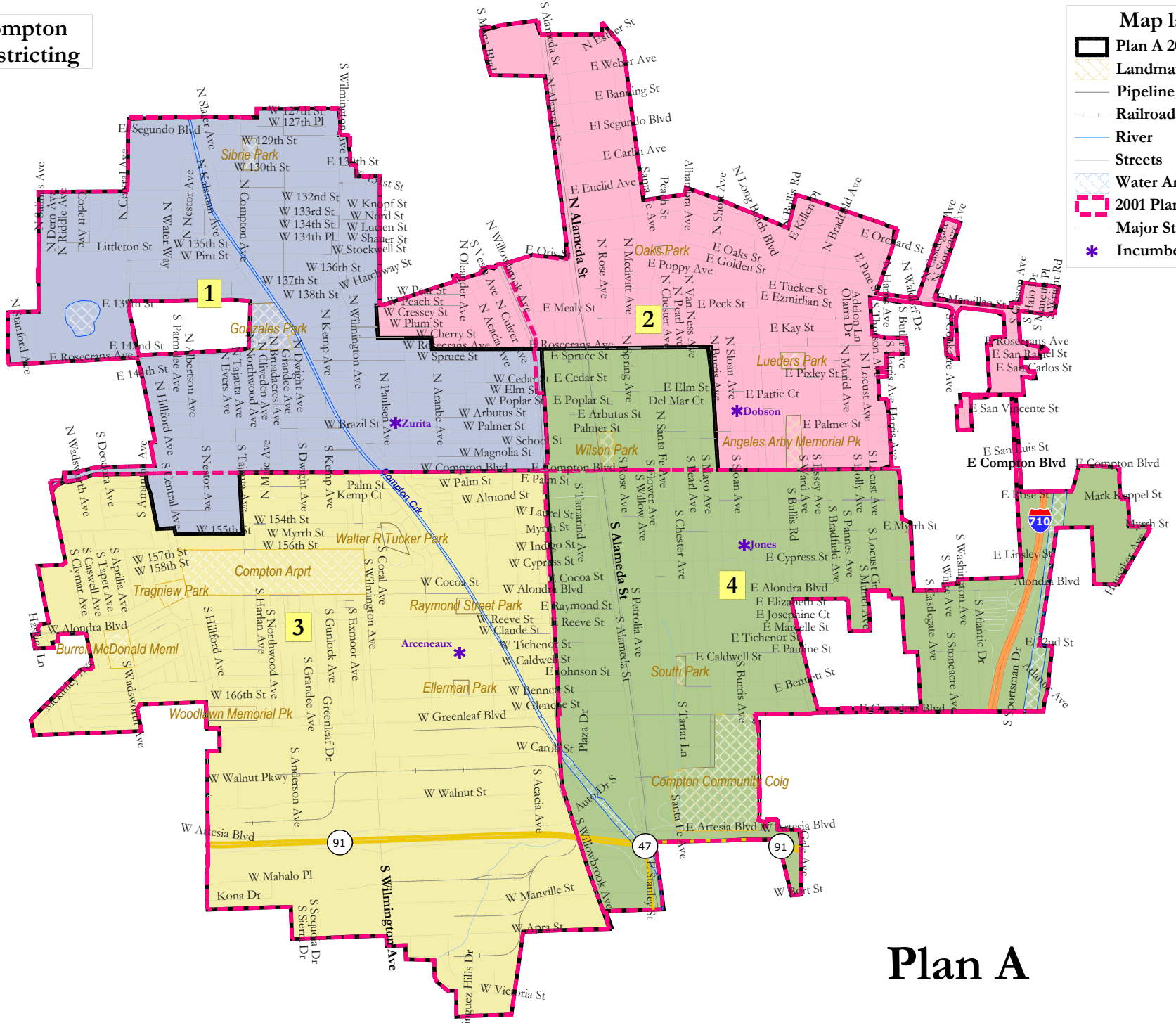
EXHIBIT "A"

MAP AND DEMOGRAPHICS OF PLAN #__

ADOPTED BY THE COMPTON CITY COUNCIL

OCTOBER 2, 2012

City of Compton 2012 Redistricting

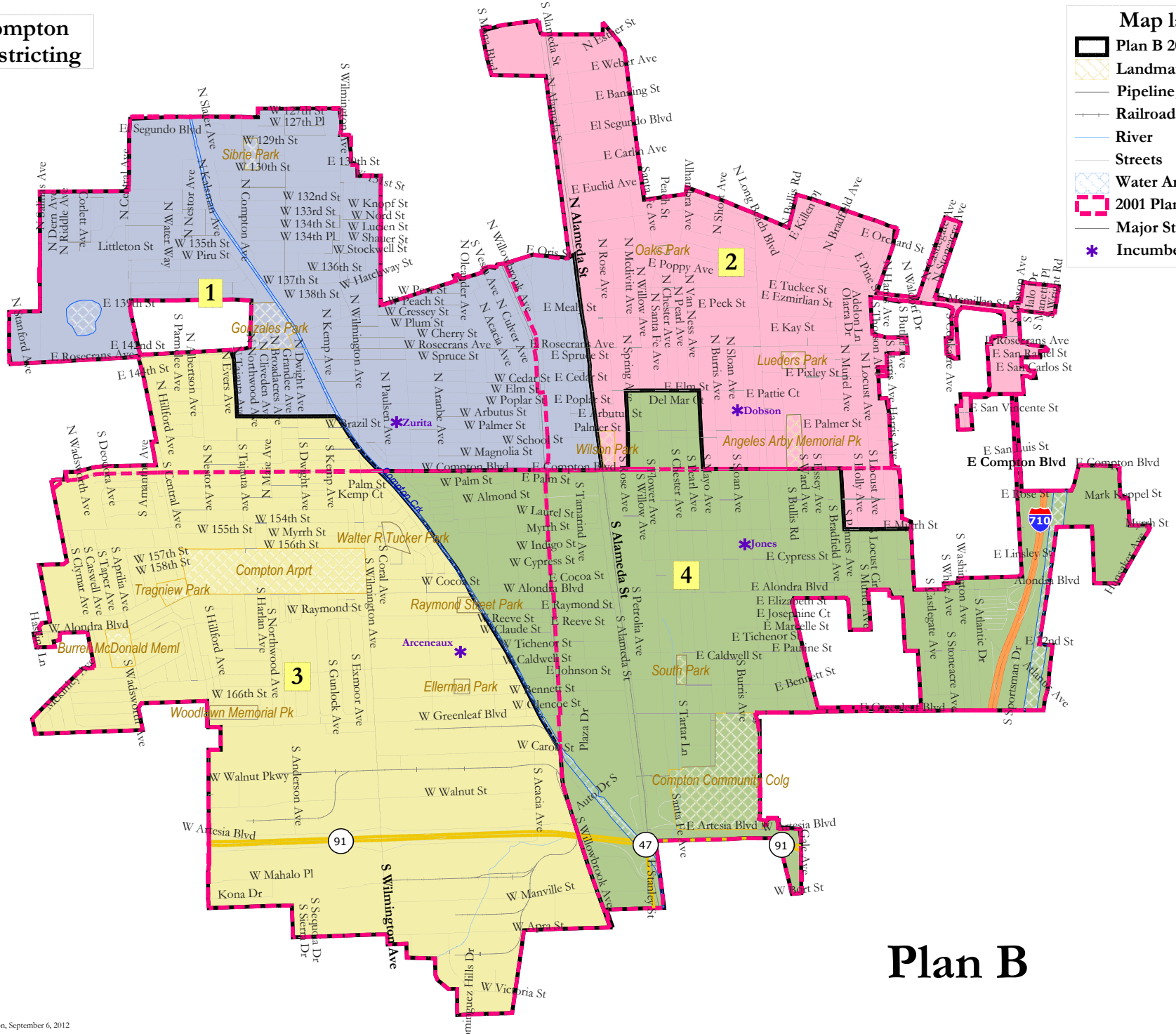


Plan A

National Demographics Corporation, September 6, 2012

#11.

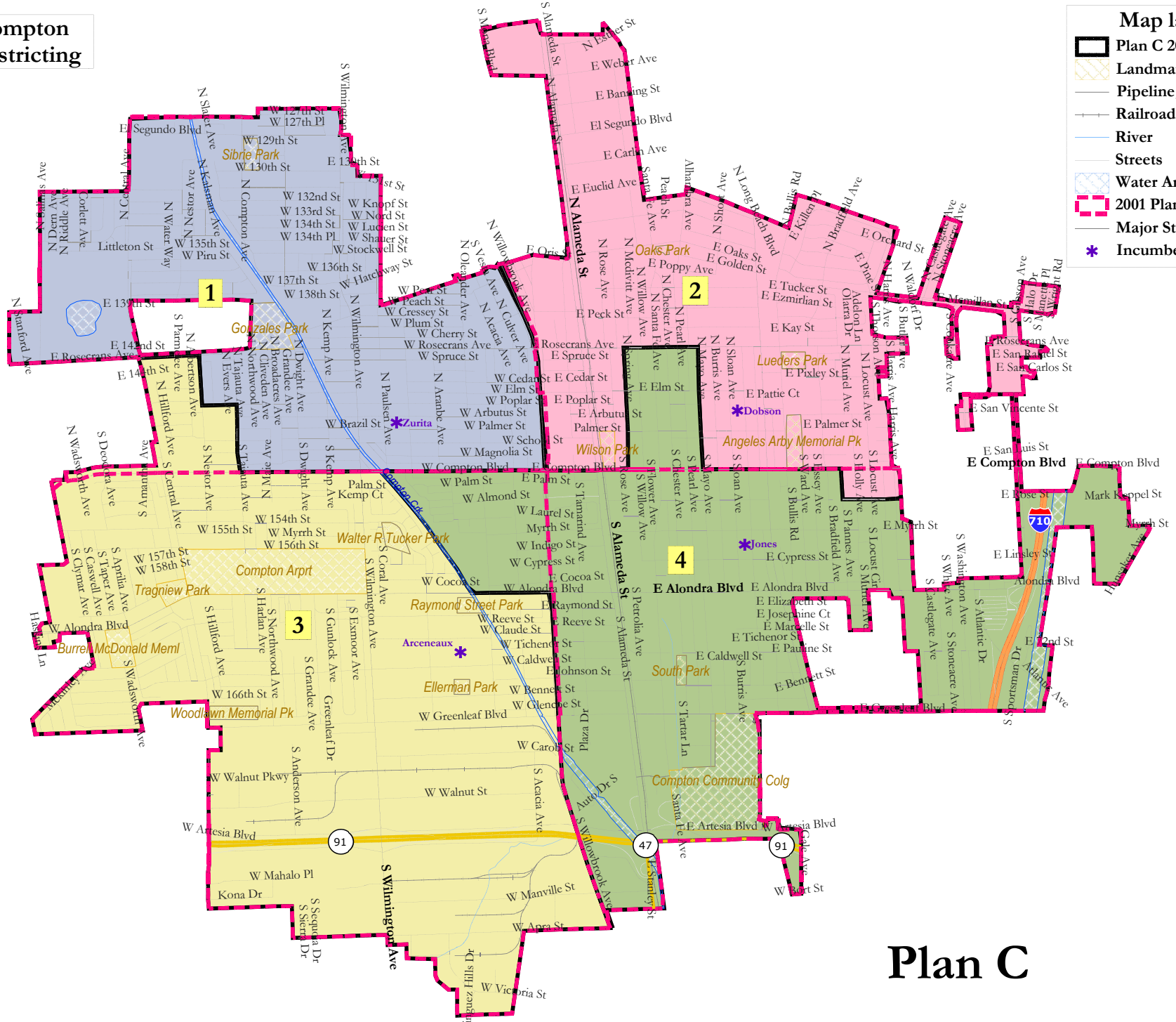
City of Compton 2012 Redistricting



National Demographics Corporation, September 6, 2012

#11.

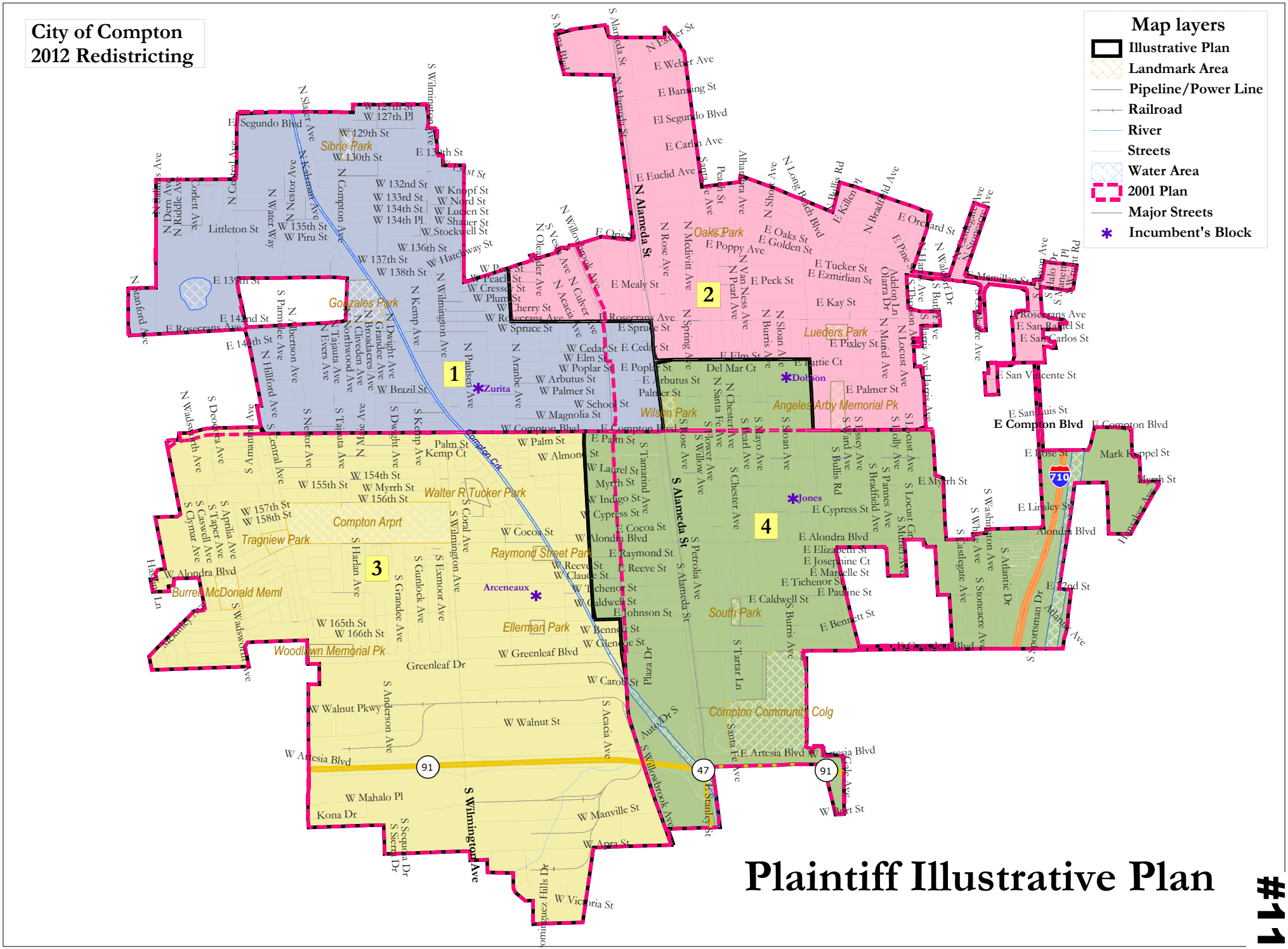
City of Compton 2012 Redistricting

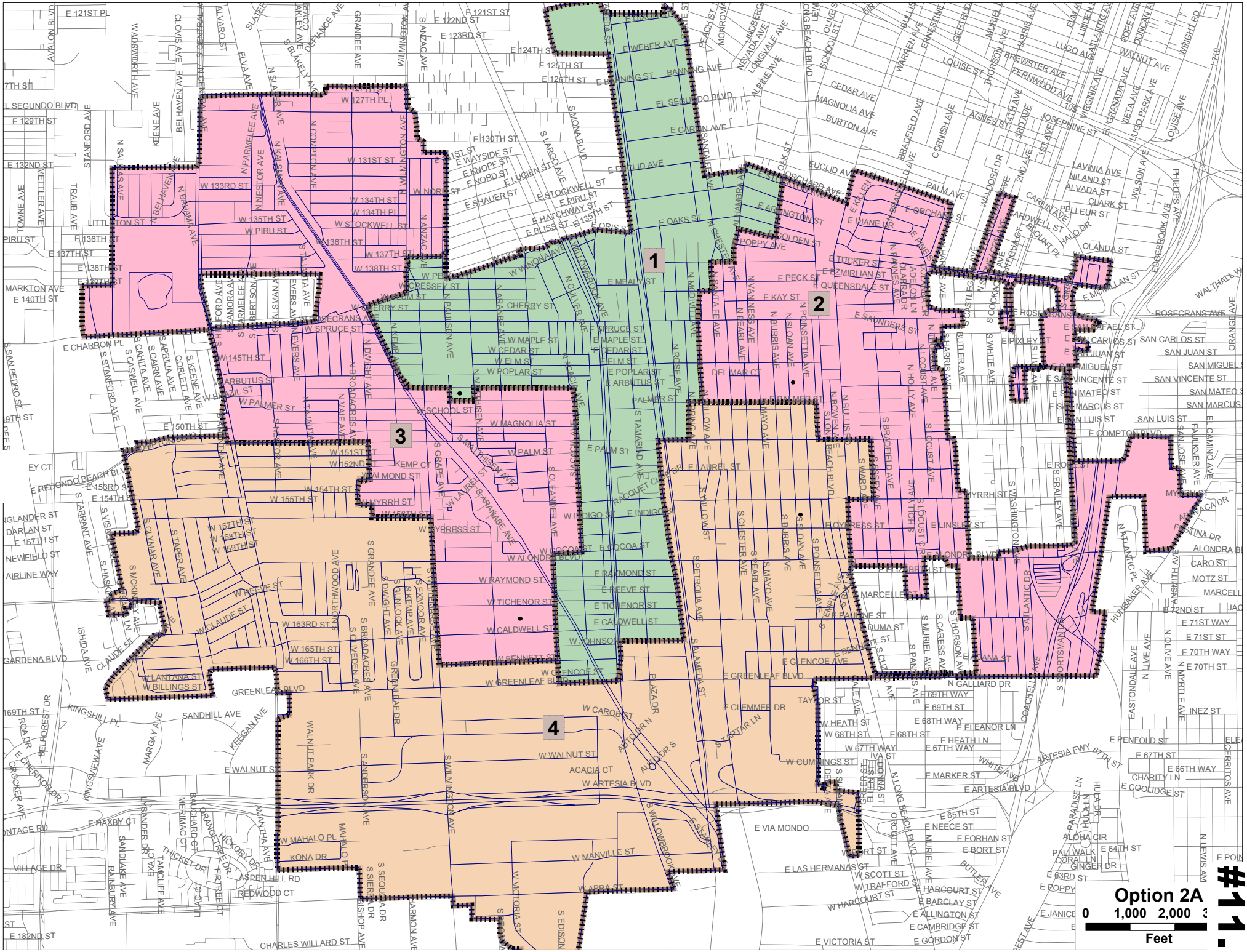


Plan C

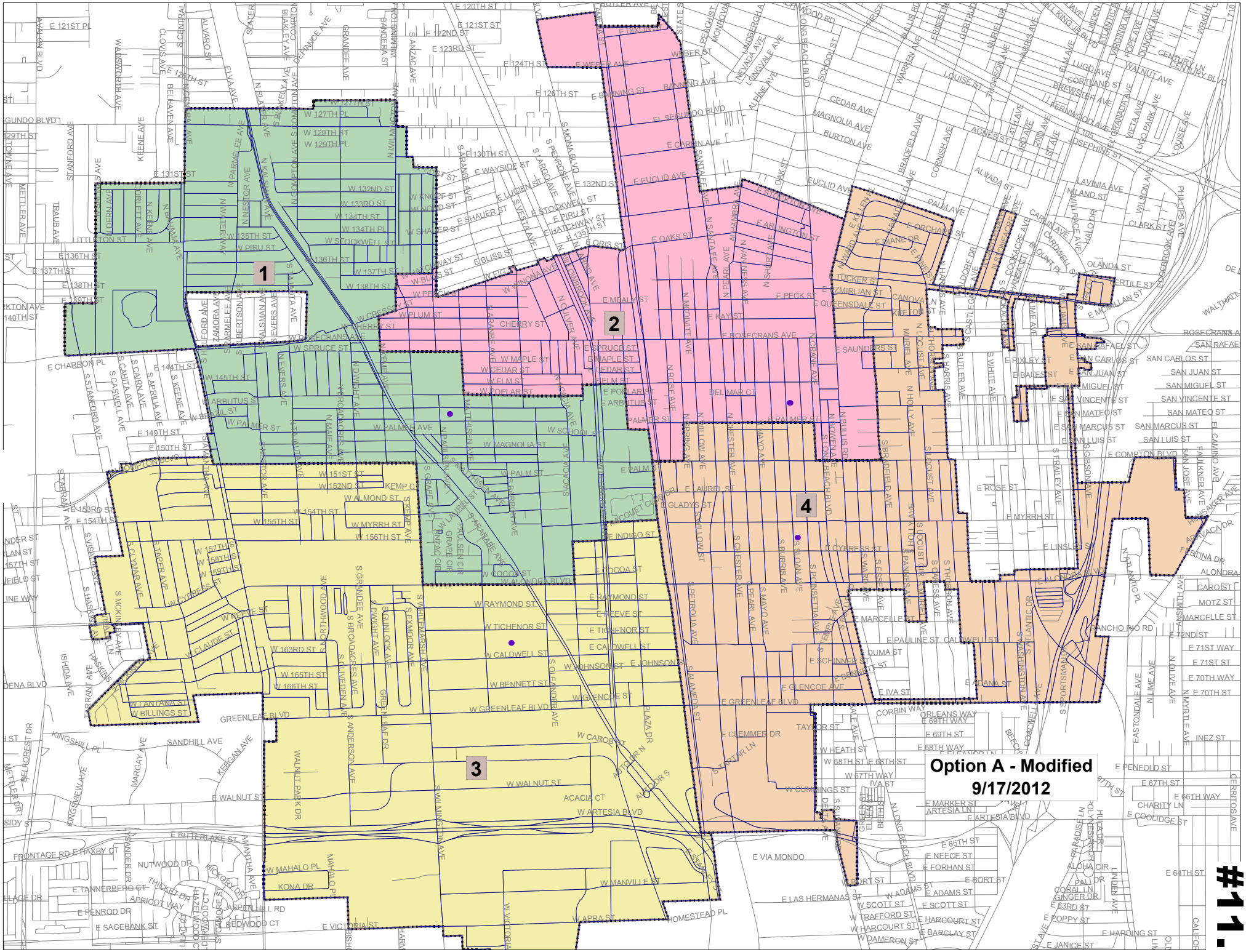
National Demographics Corporation, September 6, 2012

#11.


City of Compton
2012 Redistricting
Map layers
Illustrative Plan
Landmark Area
Pipeline/Power Line
Railroad
River
Streets
Water Area
2001 Plan
Major Streets
Incumbent's Block
1
2
3
4
Zurita
Dobson
Jones
Arceneaux
Plaintiff Illustrative Plan
#11.

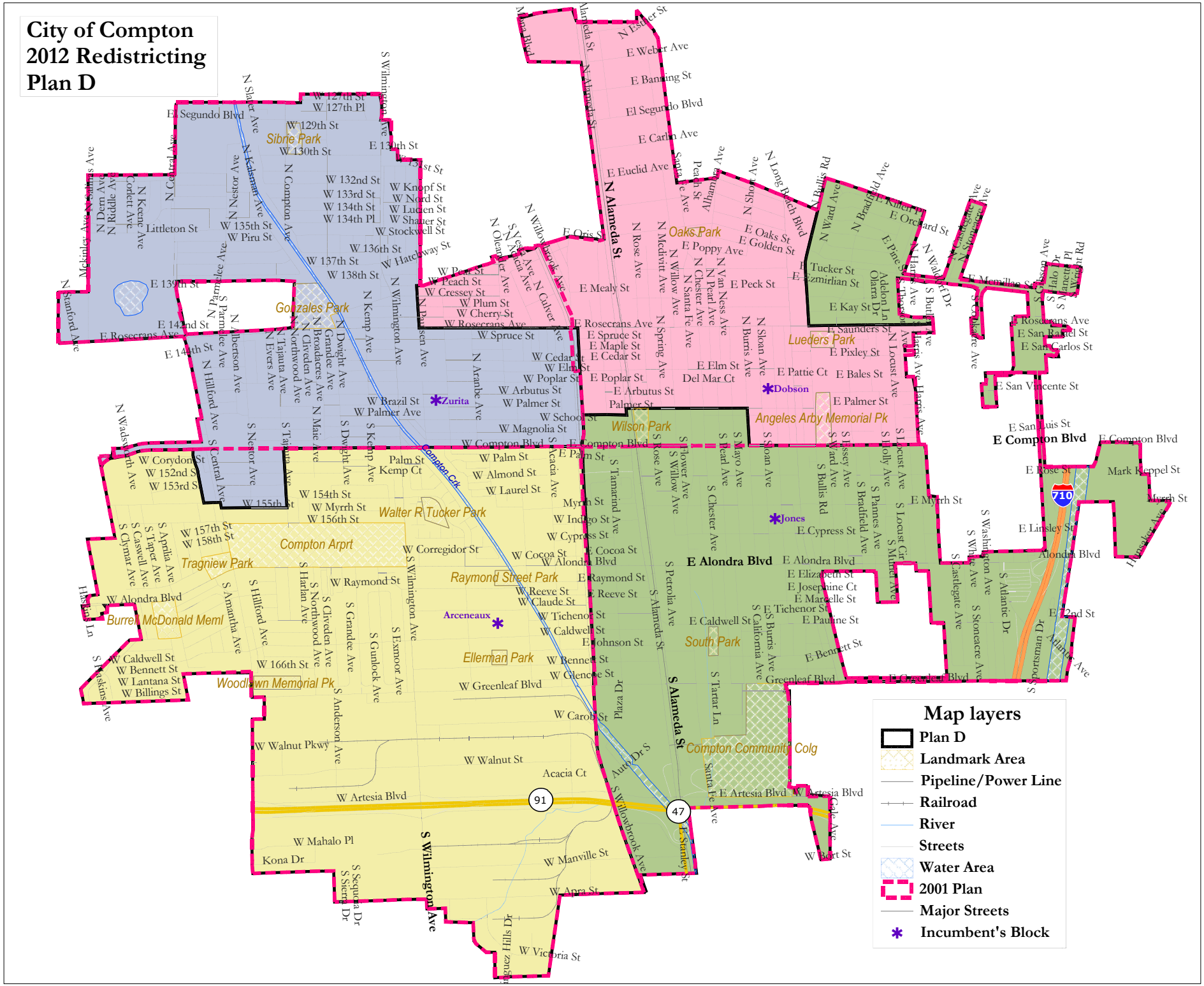


#11.



#11.

City of Compton 2012 Redistricting Plan D



#11.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RE-ALIGNING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS, BASED ON THE 2010 CENSUS, FOR USE AT THE CITY'S APRIL 2013 PRIMARY ELECTION AND SUBSEQUENT ELECTIONS (FIRST READING)**

Ruth Rugley — **9/26/2012 3:25:23 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **9/26/2012 3:53:18 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **9/26/2012 3:51:55 PM**
CITY CONTROLLER — DATE

G. Harold Duffey — **9/26/2012 3:50:55 PM**
CITY MANAGER — 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.

October 23, 2012

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE PARK VILLAGE FAMILY APARTMENTS**

SUMMARY

Staff is requesting Council to approve the issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for acquisition and rehabilitation of the Park Village Apartments.

DISCUSSION

The public hearing being conducted by the Council as required by Section 147(f) of the Internal Revenue Code of 1986,under the Tax and Equity Fiscal Responsibility Act ("TEFRA") to consider a proposed issuance of tax exempt bonds by ROEM Development through the California Statewide Communities Development Authority. The proceeds of the bonds shall be used to finance the acquisition and rehabilitation of a 164 unit multifamily housing rental facility known as Park Village Apartments located at 708 West Corregidor Street in the City of Compton.

STATEMENT OF THE ISSUE

Over the years, the Park Village Apartment complex, a HUD subsidized rental development has experienced structural obsolescence and prolonged neglect contributing to deferred maintenance and negative visual impact for the neighborhood and community residents. While the proposed development would have no fiscal impact on the City's General Funds, it has the potential to enhance positive visual outlook and long term neighborhood stability.

The California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), provides for certain local agencies throughout the State of California, including the City of Compton (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects.

Park Village Family Apartments, L.P., or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed $26,000,000.

The rehabilitation of this project will be completed within an 18-24 month period in accordance with CTCAC guidelines for acquisition/rehabilitation. The objective of this duration is to allow for the minimal disruption to residents as significant improvements are made. Prior to acquiring the site and commencing construction, the developer will present a more detailed construction approach including procurement of materials and occupancy requirements will be available.

FISCAL IMPACT

The approval of this resolution will have no impact to the City's General Fund or the Successor Agency budget. The developer will be issuing private activity bonds under a tax exempt status, which requires the approval of the local jurisdiction. The bonds issued for the project will be an indebtedness of CSCDA, and the City will not be a party to the bond issuance. However under the terms of the agreement, CSCDA may not approve financing unless the governing body in whose jurisdiction the project is located approves project implementation. The acquisition and rehabilitation of Park Village Apartments will create additional property tax revenue for the City's General Fund through increased assessed valuation, improve the environment and create approximately 50 to 100 temporary construction related jobs and visually enhance the neighborhood.

The total amount of multi-family housing bonds to be issued by the developer is not to exceed $26,000,000in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of a 164-unit multifamily rental housing project located at 708 West Corregidor Street, Compton, California, generally known as Park Village Family Apartments (the "Project") and operated by FPI Management, Inc

RECOMMENDATION

Staff recommends that the Council conduct the public hearing and approve the resolution approving the issuance of multifamily housing revenue bonds for a private development through the California Statewide Communities Development Authority of multifamily housing revenue bonds for the acquisition, rehabilitation and rehabilitation of the property located at 708 West Corregidor Street, Compton, Ca

DR. KOFI SEFA-BOAKYE
DIRECTOR
SUCCESSOR AGENCY

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE PARK VILLAGE FAMILY APARTMENTS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Compton (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, Park Village Family Apartments, L.P., or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed $26,000,000 in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of a 164-unit multifamily rental housing project located at 708 West Corregidor Street, Compton, California, generally known as Park Village Family Apartments (the "Project") and operated by FPI Management, Inc.; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9; and

WHEREAS, pursuant to California Government Code Section 6500 and following, the bonds are issued as limited obligations of the California Statewide Communities Development Authority (CSCDA) and not the City of Compton, payable solely out of the revenues and receipts derived from the applicable project or the loans made by CSCDA to the respective borrower with the proceeds of the bonds.

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Community Redevelopment Agency, City Clerk and a copy sent to Orrick, Herrington & Sutcliffe, LLP.

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

ADOPTED this _____ day of _____, 2012.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2012.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON



ABOUT US

ROEM DEVELOPMENT CORPORATION SUBMITTAL OF QUALIFICATIONS

DEVELOPMENT TEAM INFORMATION:

Jonathan Emami
Vice President
ROEM Development Corporation
1650 Lafayette Street
Santa Clara, California 95050

SUBMITTED TO:

ROEM CORPORATION

ROEM ICON CONTRACTING GROUP, INC.

POEM ILDERS

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DEVELOPMENT TEAM & EXPERIENCE

ROEM employs a strong and knowledgeable executive management team, with many years of experience and production of over 10,000 housing units. ROEM is currently organized with development and construction divisions: ROEM Development Corporation and the general contractor and construction management arm ROEM-ICON Contracting Group and ROEM Builders, Inc. Together these divisions have worked closely to acquire land, design appealing communities and build them with exceptional quality.

ROEM DEVELOPMENT

ROEM's Mission

ROEM Corporation is committed to the creation of quality products through the proliferation of high value infill communities. By integrated and innovative planning, design, development, construction management, and marketing we provide complete solutions to complicated urban housing and commercial demands. As a model developer for the 21st century, we will continue to collaborate with municipalities, academics of higher learning and community residents to achieve our collective goals for the future character of our surrounding urban fabric and the families who dwell within it.

ROEM ICON CONTRACTING GROUP, INC.

ABOUT ROEM

ROEM Development Corporation and its affiliated entities are a full-service construction and development organization that has been specializing in the new construction and renovation of affordable housing for families and seniors throughout California for over 30 years. As a model developer and proven industry leader in the production of affordable housing, ROEM maintains its commitment to providing high quality housing through its collaboration with the public and private sector and communities alike.

ROEM is dedicated to creating wholesome communities that are not only sustain-able, eco-friendly, and green, but are designed smarter and built better to ensure that residents and visitors are healthier, happier, and safer. The company is a registered member of USGBC and Build It Green. Members of the ROEM team are Certified Green Building Professionals, GreenPoint Raters, and LEED Accredited Professionals

Expertise

ROEM's in-house personnel have extensive understanding of the myriad of issues involved in delivering affordable housing projects. Each of our team members is able to bring diverse professional backgrounds and experience. With an integrated construction and development team, ROEM possesses a unique strength of quality control and management effectiveness that ensures the greatest efficiencies in completing developments on time and on budget .

GENERIC TEAM STRUCTURE AND ORGANIZATION

ROEM will be a general partner of a limited partnership that will be acquiring or leasing a subject property. ROEM will prepare financial models and tax credit applications and will be responsible for obtaining and preparing applications for city or other local financing. ROEM will manage the interface with local political officials, City staff and community groups.

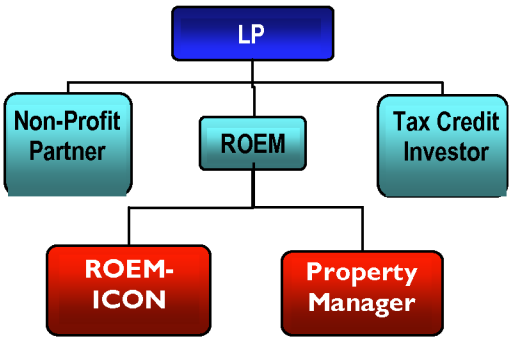
ROEM shall have primary responsibility for managing the entitlement process, including soliciting proposals and executing contracts with all consultants and interfacing with architects and engineers. ROEM will work closely with agency stakeholders to obtain input on design and programming elements. Throughout the process, ROEM will prepare for and attend public hearings as appropriate.

ROEM will be responsible for the oversight of the operations for each property, including accounting and compliance and the hiring and oversight of property management companies. ROEM will be paid an asset management fee for these services which will be paid before any cash flow splits including the payment of deferred developer fees.

Managing General Partner

A California Non-Profit, Public Benefit Corporation, will be selected as the Managing General Partner for the project. Its responsibilities will includes overseeing program utilization and evaluating effective service delivery. We will work with Agency stakeholders to carefully select a partner which is committed to ensuring that all residents at our sites have the opportunity to participate in quality resident programs that can enrich their lives and enhance their potential for success.

COMPANY	PROJECT ROLE
TBD	Non-Profit Limited Partner
ROEM-ICON Contracting Group	General Contractor
TBD	Property Management
TBD	Retail Broker (Optional)



Organizational Structure

NAME, POSITION COMPANY	PROJECT ROLE
Robert Emami, President ROEM Development Corporation	Principal
Jonathan Emami, Vice President ROEM Development Corporation	Principal / Authorized Representative
Derek Allen, Dir. of Development ROEM Development Corporation	Support
Tatiana Blank, Controller ROEM Development Corporation	Financial Administration
Tung Tran, Development Manager ROEM Development Corporation	Support
Chuck Treatch, Acquisition Manager ROEM Development Corporation	Support
Erin Caputo, Asset Mng. / Marketing ROEM Development Corporation	Support

Team Members with Project Roles

PROFESSIONAL AFFILIATIONS

Non-profit Housing Association of Northern California

National Association of Home Builders

Urban Land Institute

REGISTRATION, CERTIFICATIONS, AND ACCREDITATIONS

Registered General Contractor License – California

Real Estate Brokers License – California

ROBERT EMAMI

ROEM Development Corporation & ROEM Builders, Inc.
Firm Responsibility: President /CEO
Years in Practice: 32

Education

Bachelor of Science in Business Administration, San Jose State University

Professional Expertise

In 1977, Mr. Emami started his own Real Estate Brokerage Firm, Antique Realty Inc. During this time, Mr. Emami managed as many as 30 Real Estate Brokers and Agents in the investment and sales of real estate. In 1982, with his experience in real estate, Mr. Emami obtained his General Contractor License and started Telesis Construction Company. With this new company, his activities included all phases of project acquisition, development and construction such as Project Feasibility Analysis, Estimating, Land Acquisition, Project Design, Financing, Construction, Project Management and Property Sales. ROEM Development Corporation was founded in 1988 as an evolution of past efforts and areas of expertise in the development and construction of real estate. Shortly thereafter, Mr. Emami created ROEM Builders, Inc. as both a division of integrated ROEM labor and a service firm to provide quality construction services to outside clients.

With Mr. Emami's commitment to integrity, quality and overall excellence, ROEM Development Corporation and ROEM Builders, Inc. have become amongst the leading housing developers and general contractors throughout California. These firms have received numerous local, Statewide and Countrywide awards and recognitions for performance and philanthropy. Simply said, Robert Emami and his company missions is, and always has been, to provide high quality housing for everyone.

Significant Projects *(Partial List)*

Cedar Gateway, San Diego, CA, Mixed-use, Affordable Family Housing, Retail
Dana Strand Senior Apartments, Los Angeles, CA, Affordable Senior Housing
The Village at Broad Street, San Luis Obispo, CA, Affordable Family Housing
Brookwood Terrace, San Jose, CA, Affordable Family Housing
Orvieto Family Apartments, San Jose, CA, Affordable Family Housing
Downtown Family Development, Mountain View, CA, Affordable Family Housing
Rincon Gardens Apartments, Campbell, CA, Renovation Affordable Senior Housing
Transit Village TOD, Fresno, CA, Affordable Senior Housing, Transit Hub, Park
Rosemary Gardens Family, San Jose, CA, Affordable Family Housing
Rosemary Gardens Senior, San Jose, CA, Affordable Senior Housing
Corde Terra Senior Apartments, San Jose, CA, Affordable Senior Housing
The Oaks of Almaden, San Jose, CA, Affordable Senior Housing
Corde Terra Senior Apartments, San Jose, CA, Affordable Senior Housing
Corde Terra Family Apartments, San Jose, CA, Affordable Family Housing
Villas at Corde Terra, San Jose, CA, Market Rate For-Sale Housing
Montecito Vista Urban Village, San Jose, CA, Master Planned Community
Siena at Montecito Vista Urban Village, San Jose, CA, Market Rate For-Sale Housing
Vista on San Carlos, San Jose, CA, Mixed-Income For-Sale Housing

Business Journal

FRIDAY | JUNE 16, 2006

Profiles in Diversity: Affordable Housing is His Life's Passion

By Silicon Valley / San Jose Business Journal

Bringing communities together through quality affordable housing is a cornerstone philosophy of developer ROEM Corp. and its president Robert Emami. "As a society we were not taking care of our senior citizens as well as we would like, nor were we taking care of out teachers, firefighters, police officers and many other moderate income families especially in the high-priced Silicon Valley," says Robert Emami.

He created a new affordable housing division for ROEM in 1999. Since then, the company has been garnishing awards and setting new precedents in pioneering the design and high quality construction for projects that benefit lower-income families.

ROEM has partnered with many government agencies to meet the demand for quality affordable housing and its packages of onsite facilities and services help stimulate a vibrant sense of community among its diverse residents.

"Affordable housing is not only his vocation but his passion: he truly cares about the homes he builds and the families who live in them," says Carl Guardino, president and CEO of the Silicon Valley Leadership Group (SLVG), a public policy trade association that represents more than 200 major companies.

A leader in both the development and philanthropic sides of the affordable housing sector, Mr. Emami is gaining a reputation for spontaneous generosity.

"Last year, at our annual SVLG lunch," we talked about the important work the Housing Trust (of Santa Clara County) was doing. Later he called me over and made me an impromptu $50,000 donation," says Guardino.

The Housing Trust has received substantial donations and pledges from ROEM over the years, and Maury Kendal, communications manager of the trust, reports that since it was founded in 2001 the trust has distributed $1 billion worth of affordable housing funds, providing over 3,500 new housing units throughout the county.

"ROEM builds attractive housing that's also affordable," Mr. Kendall says, "Promoting affordable housing in our diverse marketplace clearly serves a diverse population and is a community service."

This reputation for building something beyond utilitarian housing units is growing. ROEM's community-oriented designs are market rate quality and often feature commercial, educational and recreational areas that combine the styles and looks of luxury developments, such as Spanish garden-style apartments and Japanese gardens. Public plaza, formal garden courts and health clubs are often integrated in the overall master plan. Some developments even have built-in free libraries (with books in five languages) and ROEM supports community building with a generous annual resident services budget which covers free after-school homework centers, health, safety and adult education seminars. Offerings also include Taw Kwon Do classes for children: Tai Chi for the seniors, classes in international arts and crafts, and popular ESL (English as a Second Language) classes.

In May, ROEM was presented with a commendation from Mayor Ron Gonzales and Councilmember Nora Campos for establishing thriving communities such as the new Monte Vista Gardens development in San Jose, a transit oriented development with



PHOTO CREDIT

Building Affordable: Robert Emami, CEO of ROEM Corp., has pioneered development projects that benefit lower-income families.

262 apartment units that was completed in 2001.

But exceptional development is not the only thing that makes ROEM stand out.

"Over time, we have continuously chosen to sponsor events that promote diverse communities," says Mr. Emami. These include the Community Resource Fair, The annual Latinas against Breast Cancer Mother's Day Walk, NAACP, VANG (Vietnamese American National Gala), and projects like Turn Around (a scholarship program for youth who have turned their lives around).

This year, ROEM was also honored with the NAACP "Circle of Friends" Award for its ongoing work in the Restorative Justice Program which helps keep youth out of the juvenile justice system. Rick Callender, President of the San Jose/Silicon Valley branch of the National Association for the Advancement of Colored People (NAACP), praises ROEM for putting dollars in the program to help level the playing field for everyone and provide a second chance for many.

"Those who can't pay for representation are often black and brown," says Mr. Callender. "Mr. Emami's company has helped kids avoid recidivism and find their way back into society."

ROEM's cornerstone may be community building, but its underlying philosophy is solid and uncomplicated, like a well built foundation. "In our pursuit of excellence, there is simply no substitution for good, honest and hard work," says Mr. Emami.



PROFESSIONAL AFFILIATIONS

California Housing Partnership Corporation, Board Member

San Jose Silicon Valley Chamber of Commerce, Board Member

The Housing Trust of Santa Clara County, Board Member

Urban Land Institute

JONATHAN EMAMI

ROEM Development Corporation & ROEM Builders, Inc.
Firm Responsibility: Vice President
Years in Practice: 10

Education

Master of Construction Management, University of Southern California
Bachelor of Science in Business Administration, San Jose State University

Professional Expertise

Mr. Emami has worked in the construction and real estate development industry for 10 years. At ROEM, Mr. Emami oversees of daily operations and the implementation of company goals and vision. As a company leader, collaborator, and representative, he has successfully navigated the complexities of successful real estate development as Vice President since 2005.

Operations under Mr. Emami's control include land acquisition, entitlements, finance, and construction, marketing and sales or leasing of the finish product. He is an active member of the affordable housing community and serves actively as a board member for multiple affordable housing organizations. His strength and guidance has been critical to ROEM's growth over the years transforming the company from a local Bay Area to regional California affordable housing developer and general contractor.

Significant Projects *(Partial List)*

Cedar Gateway, San Diego, CA, Mixed-use, Affordable Family Housing, Retail
Dana Strand Senior Apartments, Los Angeles, CA, Affordable Senior Housing
The Village at Broad Street, San Luis Obispo, CA, Affordable Family Housing
Brookwood Terrace , San Jose, CA, Affordable Family Housing
Orvieto Family Apartments, San Jose, CA, Affordable Family Housing
Downtown Family Development, Mountain View, CA, Affordable Family Housing
Rincon Gardens Apartments, Campbell, CA, Renovation Affordable Senior Housing
Transit Village TOD, Fresno, CA, Affordable Senior Housing, Transit Hub, Park
Rosemary Gardens Family, San Jose, CA, Affordable Family Housing
Rosemary Gardens Senior, San Jose, CA, Affordable Senior Housing
Corde Terra Senior Apartments, San Jose, CA, Affordable Senior Housing
Corde Terra Family Apartments, San Jose, CA, Affordable Family Housing
Villas at Corde Terra, San Jose, CA, Market Rate For-Sale Housing
Montecito Vista Urban Village, San Jose, CA, Master Planned Community
Siena at Montecito Vista Urban Village, San Jose, CA, Market Rate For-Sale Housing
Vista on San Carlos, San Jose, CA, Mixed-Income For-Sale Housing
Ajisai Gardens, San Jose, CA, Mixed-use Multi-Family Housing
Bella Castello, San Jose, CA, Affordable Family Housing
Summer Breeze, San Jose, CA, Affordable Family Housing
Rosewood, San Jose, CA, Market Rate For-Sale Housing
Monte Vista Gardens, San Jose, Ca, TOD Mixed-Use Affordable Family and Senior Housing

DEREK ALLEN

ROEM Development Corporation & ROEM Builders, Inc.
Firm Responsibility: Director of Development
Years in Practice: 12

Education

Master of Planning, Economic Development and Urban Design Emphasis, University of Southern California
Master of Construction Management, Viterbi School of Engineering, University of Southern California
Bachelor of Science in Policy, Management, and Planning, University of Southern California, Graduate with Honors

Professional Expertise

Mr. Allen has worked in the real estate development and construction industry for over 12 years as a development manager and professional advisory consultant. Mr. Allen joined ROEM in 2005 where his responsibilities include operational implementation of project development such as feasibility, planning, entitlements, outreach, marketing, sales or leasing of the final product, and collaboration with all company departments and project stakeholders. He has lead complex and challenging development projects with public and private partners to achieve successful results.

Mr. Allen began his career as a project management and development consultant.

Significant Projects *(Partial List)*

Montecito Vista Urban Village, San Jose, CA, Master Planned Community
Siena at Montecito Vista Urban Village, San Jose, CA, Market Rate For-Sale Housing
Ajisai Gardens, San Jose, CA, Mixed-use Multi-Family Housing
Bella Castello, San Jose, CA, Affordable Family Housing
Vista on San Carlos, San Jose, CA, Mixed-Income For-Sale Housing
Corde Terra Senior Apartments, San Jose, CA, Affordable Senior Housing
Corde Terra Family Apartments, San Jose, CA, Affordable Family Housing
Villas at Corde Terra, San Jose, CA, Market Rate For-Sale Housing
Orchard Cove CCRC, Canton, MA, Institutional Master Plan
Caritas Christi Healthcare, Boston, MA, Facilities Improvement Master Plan
City of Everett, Everett, MA, Real Estate Analysis and Redevelopment Plan
Copley Plaza Tower, Boston, MA, Residential Urban High Rise Development Analysis
Mount Auburn Hospital, Cambridge, MA, Affordable Family Housing
Bear Road Mixed Use, Waltham, MA, Mixed Use Redevelopment Master Plan
Beck Howells Estate, Hancock Park, CA, Historic Preservation and Expansion
LAUSD High School #2, Los Angeles, CA, New K-12 Construction
Downtown Keene, Keene NH, Redevelopment Plan Tax Credit Analysis



PROFESSIONAL AFFILIATIONS

Urban Land Institute

Construction Management Association of America

American Planning Association

REGISTRATION, CERTIFICATIONS, AND ACCREDITATIONS

USGBC—LEED Green Associate

OSHA 30 Certification

IA Project Facilitation



REGISTRATION, CERTIFICATIONS, AND ACCREDITATIONS

Certified Public Accountant (Inactive Status) – California

TATIANA BLANK, CPA

ROEM Development Corporation
Firm Responsibility: Controller
Years in Practice: 14

Education
Bachelor of Science, Business Administration, emphasis in Accounting, San Francisco State University, graduated Summa Cum Laude

Professional Expertise
Ms. Blank joined ROEM as Controller in 2007. In this capacity she is responsible for managing all aspects of general accounting and financial reporting functions of the corporate entities as well as ROEM's portfolio of rental properties. Ms. Blank develops and implements company accounting procedures and practices, supervises preparation of monthly draw requests for multiple construction projects, prepares external reports to government agencies, lenders and investors and internal reports to the management team. She oversees annual audits and tax return preparation for multiple entities and acts as the main liaison with outside independent accounting firms. Ms. Blank also maintains corporate and partnership insurance policies and ensures their compliance with lender requirements.

Ms. Blank began her career as a staff accountant at Novogradac & Company in 1996 and was subsequently promoted to senior accountant and tax manager. Ms. Blank's responsibilities at Novogradac included financial forecasting, audits and preparation of tax returns of real estate partnerships and non-profit organizations, preparation of applications for low-income house tax credits, structuring real estate transactions and other low-income housing tax credit consulting. In 2000, Ms. Blank joined Conversion Management Associates, Inc. (CMA) as a Project Controller. CMA is a real estate development management and consulting firm located in San Francisco, CA. As a Project Controller, Ms. Blank performed project accounting and reporting functions for commercial real estate development and construction projects, including budgeting, contract management and administration, investor and lender reporting and cash management.

Significant Projects *(Partial List)*
Cedar Gateway, San Diego, CA, Mixed-use, Affordable Family Housing, Retail
Fairgrounds Senior Apartments, San Jose, CA, Affordable Senior Housing
Plaza Club Apartments, Salinas, CA, Mixed-Income Multi-Family Housing
Almaden Apartments, San Jose, CA, Mixed-Income Multi-Family Housing
Big Rock Ranch, San Rafael, CA, Corporate Headquarters
Stern Grove Concert Facility, San Francisco, CA, Public Performance Facility
Cathedral of Christ the Light, Oakland, CA, Cathedral, Office Building, Retail

TUNG 'T' TRAN

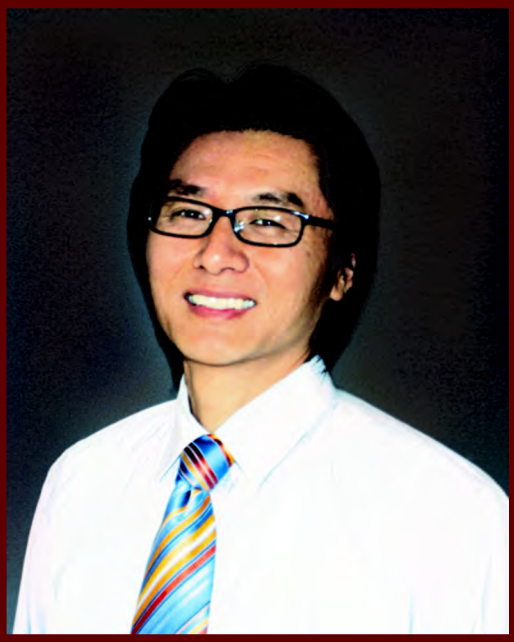
ROEM Development Corporation
Firm Responsibility: Development Associate
Project Responsibility: Sustainable Planning & Design, Entitlement, Project Feasibility and Management
Years in Practice: 17

Education
Master of Real Estate Development, University of Southern California
Master of Urban Planning, San Jose State University
Bachelor of Science in Landscape Architecture, University of California, Davis

Professional Expertise
Mr. Tran joined ROEM in 2006 and manages project development from acquisition, entitlement through construction completion while ensuring design intent, schedule and budget are accurate and consistent from start to finish. His responsibilities include identifying and pursuing prospective development opportunities, performing financial analysis, developing project schedules, budgets and pro-formas. Mr. Tran has implemented sustainability standards for all ROEM projects and oversees all of ROEM's green building certifications.

Mr. Tran began his career as a landscape architect in 1993. In 2000, he joined the San Jose Redevelopment Agency where his duties included strategic planning, urban design analysis, and plan review of both public and private development projects. He was promoted in 2003 with the responsibilities of managing the implementation of 20 capital improvement projects and programs in neighborhoods including community centers, parks, streetscapes, and traffic calming measures with a total 5-year programmed budget exceeding $6 million. In this capacity, he facilitated and coordinated development issues among staff, general counsels, council offices, developers, community members, and design consultants. He also served as the Agency liaison to local business association to promote its neighborhood business district and assisted business owners through the development and entitlement process.

Significant Projects *(Partial List)*
New Dana Strand Senior Apartments, Los Angeles, CA, Affordable Senior Housing
313 South Street, San Luis Obispo, CA, Affordable Family Housing
Downtown Family Development, Mountain View, CA, Affordable Family Housing
Village at Broad Mixed-Use, San Luis Obispo, CA, Affordable Family Housing
New Dana Strand Senior Apartments, Los Angeles, CA, Affordable Senior Housing
Cedar Gateway, San Diego, CA, Mixed-use, Affordable Family Housing, Retail
Downtown Family Development, Mountain View, CA, Affordable Family Housing
Transit Village, Fresno, CA, TOD, Transit Hub, Affordable Senior Housing, Park
Fairgrounds Senior Apartments, San Jose, CA, Affordable Senior Housing
San Carlos Town Homes, San Jose, CA, Attached 3-story Town Homes
Ajisai Gardens, San Jose, CA, Mixed-use Multi-Family Housing
Montecito Vista Urban Village, San Jose, CA, Master Planned Community, Park
VTA LRT Downtown Transit Stations, San Jose, CA, Stations Retrofit Study
North San Pedro Development Area, San Jose, CA, Urban Design & Planning



PROFESSIONAL AFFILIATIONS

Urban Land Institute

American Society of Landscape Architects

REGISTRATION, CERTIFICATIONS, AND ACCREDITATIONS

Registered Landscape Architect #4278 in California

USGBC—LEED Accredited Professional

Certified Green Building Professional, Build It Green

GreenPoint Rater (Pending), Build It Green



PROFESSIONAL AFFILIATIONS

Urban Land Institute

CHARLES E. TREATCH

ROEM Development Corporation
Firm Responsibility: Land Acquisition Manager
Project Responsibility: Land Acquisition, Financial Feasibility, Planning and Entitlement
Years in Practice: 23

Education
Bachelor of Science in Business Administration, Option in Accounting, California State University of Fresno

Professional Expertise
Mr. Treatch has held a variety of positions with real estate development companies, ranging from Accountant to Chief Finance Officer and from Residential Project Director to Vice President of Development. In his tenure Mr. Treatch has been involved in the development and financing of approximately 2,000 single family lot communities, 1,200 market rate for sale and rental multifamily units, 1,900 affordable rental multifamily housing units, and approximately 318,000 square feet in the development of commercial properties. At ROEM, Mr. Treatch works closely with the Acquisition & Development teams to identify, analyze, and pursue prospective development opportunities. He conducts extensive financial analysis and develops project pro-formas. He is also charged with identifying, evaluating, and securing various local, State, and Federal funding sources. Mr. Treatch works in collaboration with the Vice President and Director of Development as well as lenders and investors to ensure the feasibility of ROEM's affordable housing projects.

Significant Projects *(Partial List)*
Parkview Seniors,Fillmore, CA, - Mixed-use Multi-Family Affordable Housing
Kings Villages, Pasadena, CA, - Affordable Multifamily Housing
Palm Terrace, Auburn, CA, - Affordable Multifamily Housing
The Parks at Fig Garden, Fresno, CA, - Affordable Multifamily Housing
Laurel Glen, Merced, CA, - Affordable Multifamily Housing
Casa Blanca, Antioch, CA - Affordable Multifamily Housing
Mecca Vineyards, Indio, CA - Affordable Multifamily Housing
Altair Condominiums, Las Vegas, NV - Market Rate for Sale Multifamily Housing
Aviara, Las Vegas, NV - Market Rate Rental Multifamily Housing
Cierra at Summerlin, Las Vegas, NV- Golf Course Market Rate Condominium Community
Acacias at Green Valley, Henderson, NV - Market Rate Condominium Community
Intuit Regional Corporate Headquarters, San Diego, CA - 141,000 sq. ft commercial building
Wal-Mart Return Center, Las Vegas, NV - 106,717 sq. ft. industrial building

ERIN CAPUTO

ROEM Development Corporation
Firm Responsibility: Marketing & Asset Manager
Project Responsibility: Project Marketing and Leasing Oversight
Years in Practice: 10

Education
B.S. in Philosophy, Business Administration minor, University of Oregon

Professional Expertise
Ms. Caputo is responsible for managing ROEM's portfolio of multi-family rental complexes totaling over $300 million. She develops annual budgets, oversees capital expenses, upholds a preventive maintenance plan, reviews monthly financials, oversees a third party property management company, supervises property employees, meets reporting requirements, attends site inspections, and ensures property compliance. She directs resident service coordinators to implement free classes at all communities including ESL classes, computer labs, continuing education courses, after school programs, health and investment advice, and arranges for resources including computer labs, libraries, and various guest lectures.

Ms. Caputo is also responsible for the production of all company and project marketing materials. She designs and implements property-specific marketing plans and lease up strategies for all for sale and for rent developments including sales team management for market rate single family homes, townhomes, & condos in partnership with the Director of Development. Additionally, she maintains media relations and public image for all ROEM entities.

Significant Projects
Fairgrounds Senior Apartments, San Jose, CA, Affordable Senior Housing
Montecito Vista Urban Village, San Jose, CA, Master Planned Community
Corde Terra Family Apartments, San Jose, CA, Multi-Family Housing
Villas at Corde Terra, San Jose, CA, Market Rate For-Sale Housing
Bella Castello, San Jose, CA, Mixed-use Multi-Family Housing over Retail
The Oaks of Almaden, San Jose, CA, Senior Independent Housing
Summer Breeze, San Jose, CA, Multi-Family Housing
Rosewood, San Jose, CA, For-Sale Single Family Homes
Monte Vista Gardens, San Jose, CA, TOD Mixed-Use High-Density Housing
Hacienda Villas, San Jose, CA, Senior Independent Housing
Gadberry Courts, San Jose, CA, Senior Independent Housing
Shiraz Senior Housing, San Jose, CA, Senior Independent Housing
Rose Gardens, San Jose, CA, Senior Independent Housing



PROFESSIONAL AFFILIATIONS

Silicon Valley Crime Stoppers, Past Treasurer, Executive Board of Directors

Santa Clara County Sheriff's Advisory Board

Silicon Valley Business Journal Structures Advisory Committee

San Jose Martin Luther King Jr. Library, Board of Directors Past Vice President

NAHB Housing Credit Certified Professional (HCCP)

IREM CPM Candidate

PROJECT PORTFOLIO

RECENT PROJECTS

In this section we have included a sampling of recent affordable housing projects. Though the layouts, design, and programming of projects differ according to the dictates of their respective sites, the subsequent portfolio projects show ROEM's ability to develop beautiful and successful affordable housing under a variety of conditions. Our team has worked extensively within the field of affordable housing and collectively can offer invaluable insight and experience to ensure the best possible results.

MARKETING, LEASE UP, AND MANAGEMENT

Our efforts to successfully market and rapidly lease up properties is critical to our continuing success as a premier developer of affordable housing. Our track record for 100% occupancy lease-ups in the months following construction is unprecedented in the California region and we are confident this project will be in high demand to prospective tenants. To best ensure this is the case we will:

- Work with Agency stakeholders during the acquisition phase to construct a marketing plan and time table
- Actively market the project to prospective residents including ROEM's database of waitlist families throughout our portfolio
- Begin a screening and leasing process prior to construction such that the highest possible absorption rates can be accomplished

ROEM's portfolio of multifamily rental complexes total over $300 million. The asset management department develops annual budgets, oversees capital expenses, upholds a preventive maintenance plan, reviews monthly financials, oversees a third party property management company, supervises property employees, meets reporting requirements, attends site inspections, and ensures property compliance.

The asset management department directs resident service coordinators to implement free programs at all communities including ESL classes, computer labs, continuing education courses, after school programs, health and investment advice, and arranges for resources including computer labs, libraries, and lectures.

FPI Management
ROEM has historically partnered with FPI Management, Inc. in the leasing and management of affordable properties. As an Accredited Management Organization (AMO) designated by the Institute of Real Estate Management, FPI Management, Inc. has been providing professional management services for multi-family housing owners for over 35 years. Currently, FPI Management has in its inventory approximately 45,000 units located in California, Nevada, Alaska, Ohio, Virginia and Pennsylvania. FPI Management, Inc. has developed an extensive expertise in all aspects of property management

Maintenance and Security
ROEM will maintain and secure the property with a full-time security guard when needed throughout the entire process, including during construction period and after the rehabilitation is completed while the property waits for tenants move-in.

ACTIVITY	TIMING
Create a marketing plan in concert with the City of Santa Clara.	During Acquisition
Identify a branding and marketing package for circulation to prospective residents and build an interest list	During Construction
Setup and staff a pre-marketing center to begin leasing.	6 months prior to Occupancy
Begin Occupancy and Move-ins	Construction Complete
Maintain occupancy levels and enforce policies	Ongoing

ROEM EXAMPLE DEVELOPMENT PROJECTS
ROEM has developed 9% Tax Credit Projects and 4% tax credit--tax exempt bond projects for the past two decades. Some significant projects completed since 2003 are listed in order through currently active projects. ROEM manages and maintains all projects listed. In addition to tax credit and bond projects, ROEM has worked with various local and federal funding programs in the pursuit of financing complex affordable housing projects.

ROEM Project Pipeline
ROEM has invested in experienced, skilled staff capable of processing multiple projects at any time. The following projects are currently under construction:

- Brookwood Terrace Family Apartments (San Jose, CA)
- Cedar Gateway Senior Apartments (San Diego, CA)
- Village at Broad Street Family Apartments (San Luis Obispo, CA)
- Dana Strand Senior Apartments (Los Angeles, CA)
- Orvieto Family Apartments (San Jose, CA)
- Encanto Del Mar Apartments (Ventura, CA)
- Yale Street Apartments (Los Angeles, CA)

PORTFOLIO PROJECT	UNITS
Monte Vista Gardens	144
Monte Vista I	69
Gadberry Courts	55
Shiraz	61
Rose Gardens	66
Monte Vista II	49
Hacienda Villa Creek	80
Summer Breeze	160
Oaks of Almaden	126
Bella Castello	88
Corde Terra Family	300
Corde Terra Senior	201
Brookwood (Under Const.)	84
Cedar Gateway (Under Const.)	65
Village at Broad (Under Const.)	42
Orvieto Family (Under Const.)	92
Dana Strand (Under Const.)	100
Projects Pending Tax Credit Awards	783
TOTAL ASSET PORTFOLIO UNITS	**2,565**

Affordable Housing Portfolio Under Current Management



TOTAL DEVELOPMENT COST:
$31,400,000

LOCATION:
2601 Nuestra Castillo Court
San Jose, CA 95127

DENSITY:
30 U/A

ACRES:
4.98

UNITS:
144 Multi-Family
(80% Affordable Units,
20% Market Rate Units)

COMPLETION DATE:
June 2001

MONTE VISTA GARDENS

Built along the Capitol Avenue corridor, this 144 unit development hosts a Valley Transportation Authority transit plaza which provides light rail and bus access with parking for station users. Monte Vista Gardens is part of a master planned development which also includes two adjacent senior developments. The apartment complex features a computer room, tot lot, swimming pool, and other amenities. It was designed with a classic Mediterranean-style of architecture with terra cotta tiled roofs, elegant curved arches and graceful courtyards. Residents find tranquility and privacy created by the inward facing, village style plan, with gated access.

FINANCING:

This project was funded in part by 9% Tax Credit Equity.

Permanent Lender:	Red Mortgage Capital
Equity Investor:	Boston Capital
Subordinate Loan:	City of San Jose

OWNER:

Monte Vista Gardens Family Housing, L.P.

DEVELOPER:

ROEM Development Corporation

NON-PROFIT PARTNER:

Foundation for Affordable Housing

GENERAL CONTRACTOR:

ROEM Builders, Inc.

ARCHITECT:

James Guthrie Associates





TOTAL DEVELOPMENT COST:
$11,200,000

LOCATION:
2605 La Hacienda Court
San Jose, CA 95127

DENSITY:
39 U/A

ACRES:
1.24

UNITS:
69 Multi-Family
(100% Affordable Senior Units)

COMPLETION DATE:
March 2002

MONTE VISTA GARDENS SENIOR I

Monte Vista Gardens Senior Housing is an integral part of a transit-oriented development spearheaded by ROEM Development. The goal of this and future developments is to encourage the growth of family and senior housing while simultaneously maximizing the benefits of mass transportation.

The building is organized to create a formal garden court, which acts as the buffer between this project and the adjacent multi-family project and is an important focal point of this project. The garden court, which is situated off the main lobby and community room, is accented with teak benches and a fountain. The community room has a lounge with fireplace, common kitchen and a computer-learning center.

The stucco finish and tile roof complement the context of the neighborhood. This Spanish-style is further enhanced with craftsmen like wood corbel and trims giving the project a rustic feel.

FINANCING:
This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds.

Construction Lender:	Key Bank
Permanent Lender:	Red Mortgage Capital
Equity Investor:	Key Investment Fund
Subordinate Loan:	City of San Jose

OWNER:
Monte Vista Gardens Senior Housing, L.P.

DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Foundation for Affordable Housing

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
James Guthrie Associates



TOTAL DEVELOPMENT COST:
$10,900,000

LOCATION:
2555 Alum Rock Avenue
San Jose, CA 95116

DENSITY:
51 U/A

ACRES:
1.07

UNITS:
55 Multi-Family
(100% Affordable Senior Units)

COMPLETION DATE:
March 2003

GADBERRY COURTS

The signature style of ROEM Development Corporation has been to design and construct projects that add to the quality of the residing community. To this end, the architectural detailing and landscaping of Gadberry Courts has been designed to echo the Spanish style elements of the surrounding neighborhood through the use of stucco finishes, tile roofs, and clean lines.

Gadberry Courts is organized to create a formal garden court adjacent to the community room and to preserve a large cedar near the entrance of the project. The main lobby's octagon tower creates a dramatic street presence.. The sites several open areas, such as an entry court and garden court. feature teak benches and a fountain. The community room, which is connected directly to the garden court, has a lounge with a fireplace and a computer-learning center.

FINANCING:
This project was funded in part by 9% Tax Credit Equity.
Construction Lender: AIG Sun America, Inc. / Sold—California Bank & Trust
Permanent Lender: AIG Sun America, Inc. / Sold—California Bank & Trust
Equity Investor: Sun America Affordable Housing
Subordinate Loan: City of San Jose

OWNER:
Gadberry Courts, L.P.

DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Foundation for Affordable Housing

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
James Guthrie Associates



TOTAL DEVELOPMENT COST:
$9,700,000

LOCATION:
1295 McLaughlin Avenue
San Jose, CA 95122

DENSITY:
40 U/A

ACRES:
1.54

UNITS:
61 Multi-Family
(100% Affordable Senior Units)

COMPLETION DATE:
March 2003

SHIRAZ SENIOR HOUSING

The architectural detailing and landscaping is designed to echo the Spanish style elements in the surrounding neighborhood. Shiraz has two formal garden courts with raised fountains and casual bench seating. The community room has a strong relationship to the courtyard and adjacent park that create welcoming outdoor and indoor public spaces. To complement the residing neighborhood, the street elevations are two stories high and have patios with pedestrian paths that lead out to the sidewalk and integrate the building into the neighborhood.

Stucco finish, tile roof with wood corbels and fountains give this development a high quality feel. All units have balconies or patios providing private open space in addition to the formal garden courts. Other amenities include a community room with lounge area, community kitchen and a computer learning center.

FINANCING:
This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds.
Construction Lender: Sun America
Permanent Lender: GMAC Commercial Mortgage
Equity Investor: Sun America Housing Fund
Subordinate Loan: City of San Jose

OWNER:
Shiraz Senior Housing, L.P.

DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Foundation for Affordable Housing

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
James Guthrie Associates



TOTAL DEVELOPMENT COST:
$12,600,000

LOCATION:
3071 Rose Ave, San Jose, CA 95127

DENSITY:
49 U/A

ACRES:
1.35

UNITS:
66 Multi-Family
(100% Affordable Senior Units)

COMPLETION DATE:
June 2003

ROSE GARDENS

A signature style of ROEM Development has been to construct projects that add to the quality of the existing urban landscape. To this end, the architectural detailing and landscaping at Rose Gardens echoes the surrounding neighborhood's Spanish style elements. The front elevation is scaled down to two stories with balconies that connect to the sidewalks for a townhouse feel. The stucco finish and tile roof further complement the neighborhood context and the Spanish design style is enhanced with craftsmen corbels and trims to exude a rustic and established expression.

The site has several open areas, consisting of an entry court that fronts the main lobby with teak benches and a fountain; and, a community room with a lounge, fireplace, and computer-learning center connected directly to the garden court. The Garden Court area also has a fountain and seating areas.

FINANCING:

This project was funded in part by 9% Tax Credit Equity.

Construction Lender: AIG Sun America, Inc. / Sold—California Bank & Trust
Permanent Lender: AIG Sun America, Inc. / Sold—California Bank & Trust
Equity Investor: Sun America Affordable Housing
Subordinate Loan: City of San Jose

OWNER:
Rose Gardens Senior, L.P.

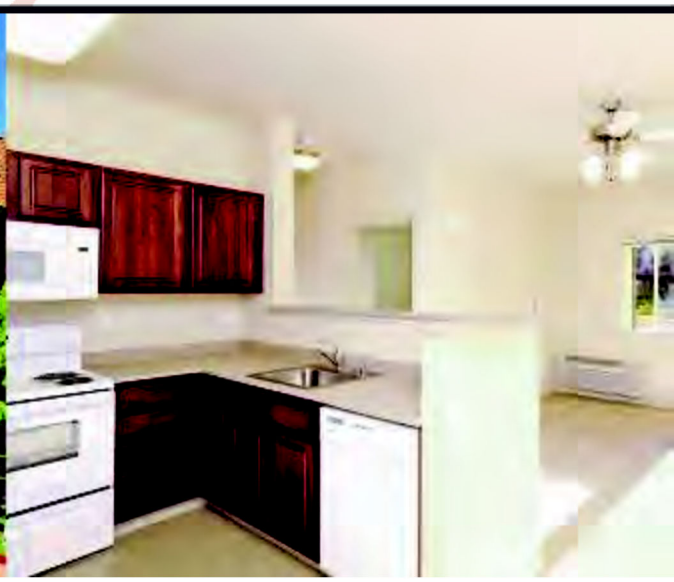
DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Foundation for Affordable Housing

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
James Guthrie Associates





TOTAL DEVELOPMENT COST:
$11,100,000

LOCATION:
2600 Nuestra Castillo Court
San Jose, CA 95127

DENSITY:
52 U/A

ACRES:
1.31

UNITS:
49 Multi-Family
(100% Affordable Senior Units)

COMPLETION DATE:
August 2003

MONTE VISTA GARDENS SENIOR II

The Monte Vista Gardens Senior II project is located off South Capital Avenue and Alum Rock Avenue. The multi-unit structures are wood framed, two story buildings. This development is designed to encourage the growth of family and senior housing while simultaneously maximizing the benefits of mass transportation. The site has two open areas. An entry court fronts the main lobby while a fully landscaped area and styled paving enhance the courtyard fountain.

The building is organized to create a formal garden court, which acts as the buffer between this project and the adjacent multi-family project. The Community Room and Garden Court are key elements of this project. The garden court, which is situated off the main lobby and community room, is accented with teak benches and a fountain. The community room has a lounge with fireplace, common kitchen and a computer-learning center. The stucco finish and tile roof complement the context of the neighborhood.

FINANCING:
This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds.

Construction Lender:	Key Bank
Permanent Lender:	GMAC Commercial Holding Corporation – Newman Financial
Equity Investor:	John Hancock Realty Advisors
Subordinate Loan:	City of San Jose

OWNER:
Monte Vista Gardens Senior Housing II, L.P.

DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Foundation for Affordable Housing

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
James Guthrie Associates





TOTAL DEVELOPMENT COST:
$17,300,000

LOCATION:
399 East Court, San Jose, CA

DENSITY:
46 U/A

ACRES:
2.0

UNITS:
80 Multi-Family
(100% Affordable Senior Units)

COMPLETION DATE:
October 2003

HACIENDA CREEK

Providing pleasant living environments for seniors has always been one of the key objectives for ROEM Development. This 80-unit senior apartment project completed in 2003 not only alleviated some of the housing shortage in the Bay Area, but its exemplary senior housing design set new standards which would be mimicked at other communities for nearly a decade.

Located at the ends of two minor residential roads, the quiet setting provides senior residents with a rare sense of privacy. The building design also brings in light and views to the interior hallways and activity rooms. On the exterior, the contemporary Mediterranean style of architecture features 2-story archways to bring down its scale. The building layout engages the surrounding gardens and takes full advantage of the public park that ROEM Corporation built for the City of San Jose.

FINANCING:

This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds.

Construction Lender: AIG Sun America, Inc.
Permanent Lender: AIG Sun America, Inc.
Equity Investor: Sun America Housing Fund
Subordinate Loan: City of San Jose

OWNER:

Hacienda Villa Creek Senior Apartments, L.P.

DEVELOPER:

ROEM Development Corporation

NON-PROFIT PARTNER:

Foundation for Affordable Housing

GENERAL CONTRACTOR:

ROEM Builders, Inc.

ARCHITECT:

MIRO Design Group



TOTAL DEVELOPMENT COST:
$44,400,000

LOCATION:
200 Lewis Road, San Jose, CA 95111

DENSITY:
48 U/A

ACRES:
4.3

UNITS:
160 Multi-Family
(100% Affordable Units)

COMPLETION DATE:
July 2004

SUMMER BREEZE

ROEM Development provides 160 apartment units arranged in an interlocking pattern such that the courtyards are fully shielded from vehicular traffic. Project construction is Type V over subterranean parking. Residents using the courtyards enjoy maximum privacy and quietness. One courtyard is designed for swimming activity; the other one is for children and picnicking. Interior amenities include a full kitchen, library, theatre lounge, and a computer-learning center.

FINANCING:

This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds.

Construction Lender: AIG Sun America
Permanent Lender: Sun America
Equity Investor: Sun America Housing Fund
Subordinate Loan: City of San Jose

OWNER:

Fallen Leaves Apartments, L.P.

DEVELOPER:

ROEM Development Corporation

NON-PROFIT PARTNER:

Foundation for Affordable Housing

GENERAL CONTRACTOR:

ROEM Builders, Inc.

ARCHITECT:

MIRO Design Group





TOTAL DEVELOPMENT COST:
$15,070,000

LOCATION:
5050 Russo Drive, San Jose, CA 95118

DENSITY:
58 U/A

ACRES:
4.16

UNITS:
126 Multi-Family
(100% Affordable Senior Units)

COMPLETION DATE:
August 2004

THE OAKS OF ALMADEN

ROEM Development has always turned challenges into opportunities. The Oaks of Almaden project site is bordered by complex "edges" on all sides: single-family homes, multi-family apartments, a commercial building and a major highway. ROEM successfully transformed the undeveloped parcel into a high quality independent senior housing community with affordable-restricted rents.

The building takes on a simple enclosed design, where the heart becomes the central protected courtyard for senior activities. The community room and the main lobby have direct views into this elegant outdoor space. The craftsman style architecture pays homage to the South Bay architectural heritage. Patios and balconies are embraced by romantic overhead trellises offering residents a sense of quality coziness. Adjacent to the housing community is a quiet public park with passive recreation developed as part of the Oaks of Almaden project.

FINANCING:
This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds.
Construction Lender: Key Bank
Permanent Lender: Key Bank
Equity Investor: Richman Group
Subordinate Loan: City of San Jose

OWNER:
The Oaks of Almaden, L.P.

DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Foundation for Affordable Housing

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
MIRO Design Group





TOTAL DEVELOPMENT COST:
$28,900,000

LOCATION:
550 Keyes Street, San Jose, CA 95112

DENSITY:
53 U/A

ACRES:
1.64

UNITS:
88 Multi-Family and
2,500 Square Feet Retail
(100% Affordable Units)

COMPLETION DATE:
May 2006

BELLA CASTELLO

Awarded Affordable Housing Development of the Year by the Silicon Valley Business Journal, this affordable housing development is yet another great example of ROEM's contribution to sustainable urban infill. This 4 story, split level garage, 1.6-acre parcel is bounded by four edges of extremely different character: single-families to the east, a residential collector street to the south, retail mixed-use to the west, and a railroad track to the north.

The apartments are configured in a courtyard style with the grand community room facing into the central plaza. Within the complex, residents and guests can relax and enjoy all the amenities as if they were living in a suburban environment, while maintaining the convenience, character, and practicality of residing near downtown jobs and services. Bella Castello opened on June 28, 2006 with a waiting list of over 200 applicants. Within 60 days the property was 100% occupied.

FINANCING:
This project was funded in part by 9% Tax Credit Equity.
Construction Lender: Stearns Bank
Permanent Lender: ARCS Commercial Mortgage
Equity Investor: Wachovia Bank
Subordinate Loan: City of San Jose

OWNER:
Bella Castello Family Apartments, L.P.

DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Foundation for Affordable Housing

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
MIRO Design Group





TOTAL DEVELOPMENT COST:
$78,500,000

LOCATION:
2600 Corde Terra Circle
San Jose, CA 95111

DENSITY:
61 DU/AC

ACRES:
4.9

UNITS:
300 Multi-Family
(100% Affordable Units)

COMPLETION DATE:
July 2007

AWARDS:
2008 Affordable Housing Finance Readers Choice Award Nominee

2007 National Associate of Local Finance Agencies Multi-family Excellence Award

2007 Silicon Valley Business Journal Affordable Housing Development of the Year Nominee

CORDE TERRA FAMILY APARTMENTS

This 300 unit, three and four-story apartment complex is comprised of 6 buildings over a 160,000 square foot podium garage. Phase I of an 11.4-acre master plan high density affordable family, senior, park, and market rate joint development with the City of San Jose, the County of Santa Clara, and the Housing Authority, Corde Terra represents one of the largest most complex affordable housing deals in California. All 300 units achieved 100% occupancy within 60 days of construction completion.

FINANCING:
This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds.

Construction Lender:	CalHFA, $40,400,000
Permanent Lender:	CalHFA, $24,200,000
Equity Investor:	JP Morgan, $33,741,000
Syndicator:	Hudson Housing Capital
Subordinate Loan:	City of San Jose $21,084,000
75 Year Land Lease:	County of Santa Clara

OWNER:
Fairgrounds Luxury Family Apartments, L.P.

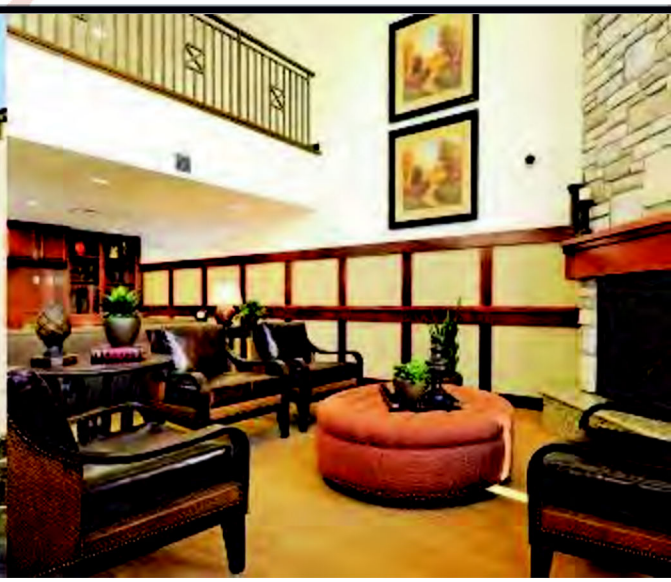
DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Pinmore HDC Inc. (Affiliate of the Housing Authority of the County of Santa Clara)

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
MIRO Design Group





TOTAL DEVELOPMENT COST:
$38,800,000

LOCATION:
2555 Corde Terra Circle
San Jose, CA 95111

DENSITY:
120 DU/AC

ACRES:
1.675

UNITS:
201 Multi-Family
(100% Affordable Senior Units and 2 Employee Units)

COMPLETION DATE:
November 2009

CORDE TERRA SENIOR HOUSING

Corde Terra Senior is the final phase of a multi-phase master plan community which redeveloped a portion of the Santa Clara County Fairgrounds property into a high-density affordable and market rate housing development. This community creates a pedestrian friendly "village" atmosphere where buildings from each phase of the development have distinct characteristics that are weaved seamlessly by complementary architectural styles. Articulated in a four-story building with tiled roof, trellised balconies, and lush landscaping, the Mediterranean style architecture is prominently showcased on Tully Road. Corde Terra Senior accommodates 199 extremely low-income seniors. Amenities for this project includes a community room, a library with seating area, a computer room, a full size kitchen, and landscaped courtyards with a water fountain surrounded by seating areas.

FINANCING:

This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds.

Construction Lender: Citi Comm. Capital, $26,000,000
Permanent Lender: Citi Comm. Capital, $13,900,000
Equity Investor: MetLife, $16,400,000
Syndicator: Alliant Capital
Subordinate Loan: City of San Jose Up to $12,300,000, County of Santa Clara, $1,475,000
75 Year Land Lease: County of Santa Clara

OWNER:

Fairgrounds Senior Housing, L.P.

DEVELOPER:

ROEM Development Corporation

NON-PROFIT PARTNER:

Pinmore HDC Inc. (Affiliate of the Housing Authority of the County of Santa Clara)

GENERAL CONTRACTOR:

ROEM Builders, Inc.

ARCHITECT:

Studio S^2 Architecture, MIRO Design Group



TOTAL DEVELOPMENT COST:
$24,731,000

LOCATION:
1350 East San Antonio Street
San Jose, CA 95116

DENSITY:
1.92

ACRES:
43.75 DU/AC

UNITS:
84 Multifamily
(100% Affordable Units)

ESTIMATED COMPLETION DATE:
Fall 2011

BROOKWOOD TERRACE

Brookwood Terrace is a new construction, affordable multi-family apartment community located in San Jose, California. The 1.92-acre site consists of three stories of construction and provides 84 affordable residential units above a one-level subterranean parking garage with 150 spaces. Although Brookwood Terrace is of contemporary design, the exterior is comprised of earth-toned wood and stucco elements. This community features a computer room, a library, and multi-purpose recreation room. Brookwood Terrace is an environmentally-sensitive development, using sustainable building methods and incorporating environmentally-friendly features designed to ensure its long-term energy-efficiency and sustainability. his project will pursue certification under the USGBC's LEED Green Building Rating System.

FINANCING:
This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds. Brookwood Terrace also enjoys support from the City of San Jose, who has committed a loan of $7,181,000, equal to 30% of total project costs. The bonds for Brookwood Terrace is credit-enhanced by Freddie Mac through its Multifamily Bond Credit Enhancement Program (BCE), which is authorized under the Housing and Economic Recovery Act of 2008 (HERA). The Construction portion of the loan is $13,225,000 and the permanent loan is $7,780,000. The 4% tax credit equity amounts to $7,181,000, with Hudson Housing Capital LLC as the syndicator and JP Morgan Chase as the upper tier investor.

OWNER:
Brookwood Terrace Family Apartments, L.P.

DEVELOPER:
ROEM Apartment Communities, LLC and Eden Housing

GENERAL CONTRACTOR:
ROEM-ICON Contracting Group, Inc.

CONSTRUCTION MANAGER:
ROEM Builders, Inc.

ARCHITECT:
KTGY Group, Inc.



TOTAL DEVELOPMENT COST:
$32,600,000

LOCATION:
550 Cedar Street, San Diego, CA 92101

DENSITY:
147 U/A

ACRES:
.44

UNITS:
65 Multifamily and
4,300 Square Feet Retail
(100% Affordable Units)

ESTIMATED COMPLETION DATE:
Fall 2011

CEDAR GATEWAY

Cedar Gateway's contemporary design is consistent with many of the new buildings recently developed in downtown San Diego. The residential uses above the retail elevations are clad in painted GFRC siding and metallic elements and feature private balconies. On the plaza level, there is a computer and activities room, a community room with kitchen and library, and a laundry facility. Additional public space is offered on the fifth floor, where the public has access to a 3,500 square foot "Eco-Roof" deck with seating, barbeques, tables, and fantastic views. Public parking is available in the lower level garage.

FINANCING:

Cedar Gateway is financed in part with 9% Low-Income Housing Tax-Credits. The Centre City Development Corporation (CCDC)/Redevelopment Agency of the City of San Diego has committed to a long term land lease, a permanent loan of $3,294,900, and capital improvement funding totaling $1,400,000. CalHFA provides a gap and permanent loan totaling $2,385,000 along with $2,751,809 of supportive housing CalHFA/MSHA capital loan. The project will also receive MPH loan in the amount of $3,301,191. The retail space sales proceed is expected to generate a $1,682,000 contribution.

OWNER:

Cedar Gateway, LP

DEVELOPER:

ROEM Apartment Communities, LLC, Squire Properties, LLC, & Pacific Housing, Inc.

NON-PROFIT PARTNER:

CCDC, working on behalf of the Redevelopment Agency of the City of San Diego

GENERAL CONTRACTOR:

ROEM-ICON Contracting Group, Inc.

CONSTRUCTION MANAGER:

ROEM Builders, Inc.

ARCHITECT:

Silber Architects



TOTAL DEVELOPMENT COST:
$17,100,000

LOCATION:
2201 Emily Street, San Luis Obispo, CA

DENSITY:
15.38 U/A

ACRES:
2.73

UNITS:
42 Multi-Family and
7,237 Square Feet Retail
(100% Affordable Units)

ESTIMATED COMPLETION DATE:
Fall 2011

VILLAGE AT BROAD STREET FAMILY APARTMENTS

The Village at Broad Street Family Apartments is a new construction, affordable multifamily apartment community located in San Luis Obispo, California, less than a mile south of San Luis Obispo's historic downtown core. The project will consist of three stories of high-quality Type VA construction and will provide 42 affordable residential units with surface parking. There will also be approximately 7,500 square feet of ground floor retail. With its close proximity to both the historic Downtown core and to neighborhood services and amenities, the site is ideally suited for infill residential development.

Village at Broad Street Family Apartments will be an environmentally-sensitive development. The project will be constructed using sustainable building methods and will also incorporate a number of 'green' features designed to ensure its long-term energy-efficiency and sustainability.

FINANCING:
This project was funded in part by 9% Tax Credit Equity. The City of San Luis Obispo has committed a loan of $1,800,000. The project also has an application pending for a $410,000 AHP grant from the Federal Home Loan Bank.

OWNER:
Village at Broad Street, L.P.

DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Pacific Housing, Inc.

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
KTGY Architects



TOTAL DEVELOPMENT COST:
$22,200,000

LOCATION:
410 North Hawaiian Avenue
Los Angeles, CA 90744

DENSITY:
46.73 DU/AC

ACRES:
2.14

UNITS:
100 Multifamily
(100% Affordable Senior Units)

ESTIMATED COMPLETION DATE:
Summer 2011

DANA STRAND SENIOR APARTMENTS

Dana Strand Senior Apartments is a new construction, affordable senior apartment community located in Los Angeles, California. This community will consist of three stories of high-quality Type V construction and will provide 99 affordable residential units, one manager's unit and 82 parking spaces, all of which are built on grade. Dana Strand represents an environmentally-friendly development, constructed using sustainable building methods and incorporates a number of green features designed to ensure its long-term energy-efficiency and sustainability. Dana Strand is of traditional Spanish design, remaining consistent with many of the surrounding neighborhood residences. This community has a computer center, a community room and energy-efficient appliances and offers many resident services, including computer classes, ESL classes, resident events.

FINANCING:
This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds. Dana Strand has partnered with the Citi Community Capital for financial support on this project. The Los Angeles Housing Department has committed a loan of $3,840,000. Additionally, the project was awarded 99 Project Based Section 8 vouchers through HUD.

OWNER:
Dana Strand Senior Housing, L.P.

DEVELOPER:
ROEM Apartment Communities, LLC and La Cienega LOMOD, Inc., working on behalf of the County of Los Angeles

GENERAL CONTRACTOR:
ROEM-ICON Contracting Group, Inc.

CONSTRUCTION MANAGER:
ROEM Builders, Inc.

ARCHITECT:
KTGY Group, Inc.



TOTAL DEVELOPMENT COST:

LOCATION:
Goble Lane & Monterey Highway
San Jose, CA

DENSITY:
39 U/A

ACRES:
2.73

UNITS:
92 Multi-Family
(100% Affordable Units)

ESTIMATED COMPLETION DATE:
January 2012

ORVIETO FAMILY APARTMENTS

Orvieto is the second phase of Montecito Vista Urban Village, a 29.5-acre master-planned community which will include eight distinct housing phases, a two-acre public park and 18,000 square feet of retail. Orvieto Family Apartments will represent an environmentally-sensitive development through the use of sustainable building methods and will incorporate 'green' features to ensure its long-term energy-efficiency and sustainability.

Orvieto contemporary design distinctly reflects the Mediterranean influence architecture expressed throughout the entire community. All units will feature private balconies or patios, central A/C, electric appliances, and a common area that will include a library, computer room and multi-purpose recreation room. Orvieto will consist of four stories of construction and provides 92 affordable residential units above a one-level semi-subterranean parking garage with 163 spaces.

FINANCING:
This project was funded in part by 4% Tax Credit Equity and Tax-Exempt Bonds. Orvieto enjoys strong support from the City of San Jose who has committed a loan of $11,228,000, equal to 38% of total project costs. The project also has an application pending for a $455,000 AHP grant from the Federal Home Loan Bank.

OWNER:
Montecito Vista, L.P.

DEVELOPER:
ROEM Apartment Communities, LLC and Eden Housing

GENERAL CONTRACTOR:
ROEM-ICON Contracting Group, Inc.

CONSTRUCTION MANAGER:
ROEM Builders, Inc.

ARCHITECT:
KTGY Group, Inc.



TOTAL DEVELOPMENT COST:

LOCATION:
Mountain View, CA

DENSITY:
49.51 DU/AC

ACRES:
1.03

UNITS:
51

ESTIMATED COMPLETION DATE:
Fall 2012

MOUNTAIN VIEW DOWNTOWN FAMILY

This project has been designed to provide a comfortable and affordable community for residents while enhancing the existing neighborhood. The three and four story "C" shaped wood framed Type-V structure over a Type-I concrete post tension podium garage building wraps itself around a landscaped courtyard, which acts as an outdoor extension of the community room with pedestrian access to street. The Downtown Family apartments are located near the multi-modal transit center in beautiful downtown Mountain View.

The architectural style of the project utilizes a traditional Mediterranean uniform color scheme with contrasting material details and subtle accent colors. The community amenities includes a large community room with fireplace; library with seating area; an entertainment area with flat screen television; a full size kitchen with bar style counter seating; a homework center with computers; a fitness room; laundry rooms; ample sized storage closets for each unit to store bike and other items; and a courtyard containing both active and passive spaces such as a covered patio, BBQ area, tot lot with play structures and exercise equipment.

FINANCING:
This project will be funded in part by 9% Tax Credit Equity.
Construction Lender: Citibank
Permanent Lender: Citibank
Equity Investor: Aegon Group
Subordinate Loan: City of Mountain View

OWNER:
Franklin Street Family Apartments, L.P.

DEVELOPER:
ROEM Development Corporation

NON-PROFIT PARTNER:
Pacific Housing, Inc.

GENERAL CONTRACTOR:
ROEM Builders, Inc.

ARCHITECT:
KTGY Group, Inc.

REFERENCES
PROFESSIONAL

SELECTED REFERENCES

NAME, POSITION, COMPANY	PHONE NUMBER
Alex Sanchez, Executive Director Housing Authority of the County of Santa Clara	408-993-2902
Rudolf C. Montiel, Executive Director Housing Authority of the City of Los Angeles	213-252-1810
Scott Kotick, Executive Vice President Alliant Asset Management Company, LLC	818-668-2801

HOUSING AUTHORITY of the COUNTY of SANTA CLARA

Leaders in *Making a Difference.*

Executive Director
Alex Sanchez

Deputy Executive Directors
Candace Capogrossi
Jacque Hansen

505 West Julian Street San Jose, California 95110-2300 • Tel 408/275-8770 • TDD 408/993-3041 www.hacsc.org

June 15, 2010

To Whom It May Concern:

This letter will serve as a strong positive reference for ROEM Corporation.

The Housing Authority of the County of Santa Clara (HACSC) has been working with ROEM since 2003 and is very pleased with our working relationship. We can attest that ROEM has performed excellently thus far and we look forward to continuing our relationship. I would like to share with you our experience in working with ROEM on two major recent projects.

HACSC and ROEM are development partners on a 300 unit multi-family apartment project known as Corde Terra Family Apartments, which was the largest tax credit project in the nation in 2004. Originally planned as two projects (one ROEM and one HACSC) totaling 300 multi-family units, where each entity was to manage and build its own portion, ROEM was able to utilize their in-house general contractor ROEM Builders Inc and in-house architectural firm MIRO Design Group to ultimately save the project time and money by completing all 300 units. ROEM successfully took this project from design through entitlements and began construction in September 2005. The project was completed on scheduled in June 2007 and was 100% leased up within two months.

In March 2007, ROEM was unanimously awarded the County of Santa Clara Fairgrounds Senior Housing apartment project through a RFP process for by the Board of HACSC. This project, named Corde Terra Senior, includes 200 units of extremely low income housing for seniors and was completed in November 2009. It was fully leased within one month.

If you would like to speak with me concerning ROEM Corporation and our work with them, please contact me directly at 408-993-2902 or at alexs@hacsc.org.

Sincerely,

Alex Sanchez
Executive Director
HACSC



HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AN EQUAL EMPLOYMENT OPPORTUNITY-AFFIRMATIVE ACTION EMPLOYER
2600 Wilshire Boulevard • Los Angeles, California 90057 • (213) 252-2500
www.hacla.org TTY (213) 252-5313

BOARD OF COMMISSIONERS
BEATRIZ O. STOTZER, Chairperson

PRESIDENT AND CEO
RUDOLF C. MONTIEL

July 12, 2010

To Whom It May Concern:

The Housing Authority of the City of Los Angeles (HACLA) is very pleased to be working with ROEM Development Corporation on the 100-unit New Dana Strand Senior housing development in Wilmington, Los Angeles. HACLA is providing strong reference for ROEM as a full service development and construction company.

New Dana Strand Senior is a public-private partnership between ROEM and a HACLA affiliate for delivering affordable housing. ROEM's previous experience with this delivery approach was a key factor in their selection as project developer through the competitive RFP process.

HACLA provided the land for this project under a long term ground lease and ROEM was able to leverage and secure $19.1 million of additional funding from various sources including tax exempt bonds, a soft loan from the City of Los Angeles Housing Department and tax credit from an institutional investor. ROEM was also successful in getting project based vouchers awarded from HACLA under a competitive RFP process.

Since ROEM has been awarded the project in March 2008, HACLA can attest that ROEM has performed extremely well thus far. We are looking forward to continuing our relationship and the New Dana Strand Senior project breaking ground next month.

I would be pleased to discuss ROEM Corporation and our successful public-private partnership with them. Please contact me directly at (213) 252-1810 or at Rudolf.Montiel@hacla.org

Sincerely,

Rudolf C. Montiel
President and C.E.O.
HACLA

ALLIANT

July 12, 2010

To Whom It May Concern:

Alliant Capital was a limited partner in the Fairground Senior Housing development at Corde Terra Master Planned Community, a $46 million dollar project developed by ROEM Development.

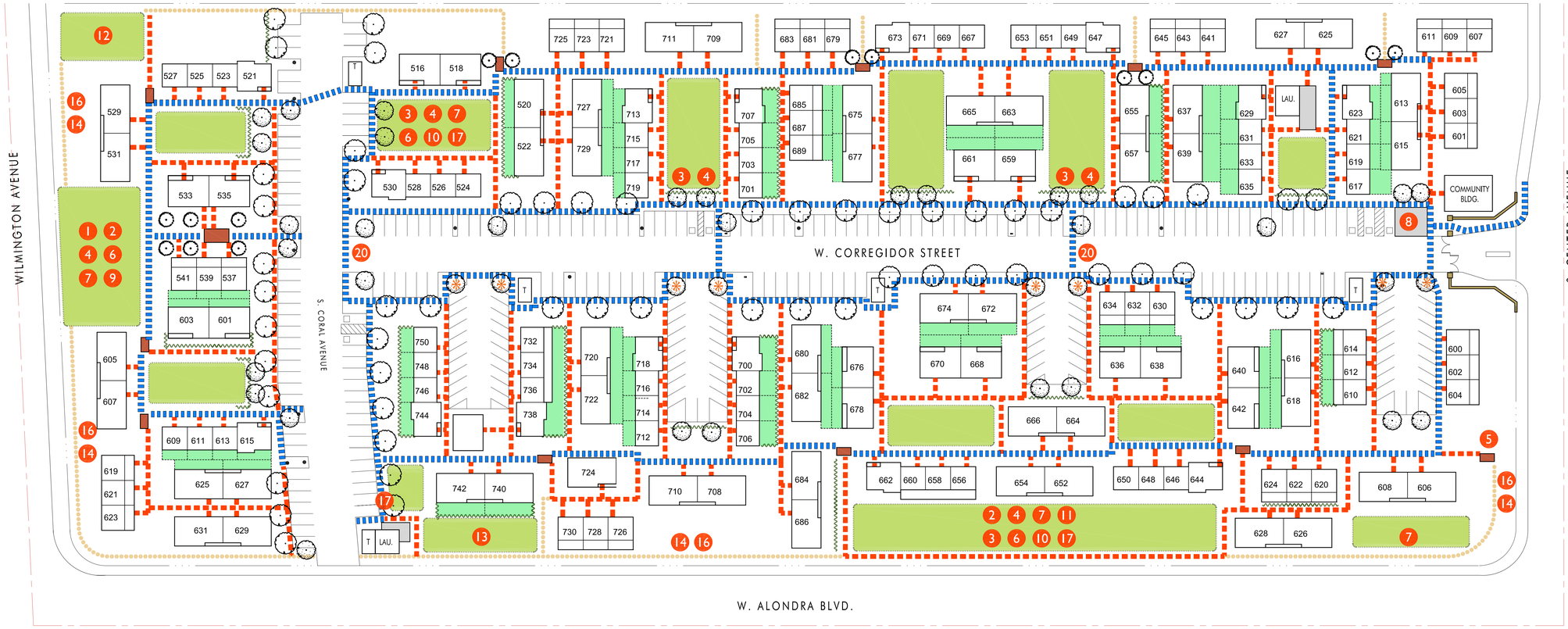
Our experience with ROEM has been impressive; over the many years we've interacted with their team member, we, as well as our Investors, have enjoyed their solid understanding of the affordable housing industry, and their ability to work diligently to bring complex transactions that involve multiple public and private parties to a close. Most importantly, ROEM has demonstrated that they deliver on large, high-quality projects at or below budget and ahead of schedule. Clearly their concept of design, development, and construction is a proven success and we feel it is the best way to execute and streamline the process in an efficient and economically effective manner.

We consider the Fairgrounds deal as a showcase property that rises above most others in its investment fund, and we strive to acquire other such properties of similar design and superior quality. We are currently closing the Village at Broad Mixed-Use project in San Luis Obispo. We look forward to working with ROEM and its team members on many more successful transactions. Please contact me at 818-668-2801 with any questions.

Sincerely,

Scott Kotick
Executive Vice President

ALLIANT ASSET MANAGEMENT COMPANY, LLC
21600 OXNARD STREET, SUITE 1200 WOODLAND HILLS, CA 91367
818.668.6800 818.668.2828 FAX
www.alliantcapital.com



CIRCULATION LEGEND

- COMMUNITY WALKWAYS
  - 5' WIDE CONCRETE SIDEWALK
- RESIDENTIAL WALKWAYS
  - 4' WIDE CONCRETE SIDEWALK
- 4' WIDE DECOMPOSED GRANITE TRAIL

COMMON LANDSCAPE AREAS

- PLAZA NODE with TRELLIS
- 3' HIGH PRIVACY HEDGE
- ENHANCED ENTRY WALL with PROJECT SIGNAGE
- 6 LANDSCAPE AMENITY
- PRIVATE REAR YARD
- COMMUNITY OPEN SPACE
- LOW MONUMENT PILASTER with DIRECTIONAL SIGNAGE
- BACKYARD PRIVACY FENCE



1 TOT LOT



2 SHADE SAILS



3 BARBEQUES



4 SHADE STRUCTURE



5 PLAZAS



6 PLAZA PAVING



7 PICNIC TABLES



8 MAILBOX KIOSK



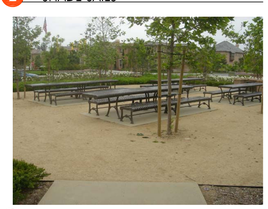
17 GAME TABLES



19 2 RAIL VINYL FENCE at PRIVATE REAR YARDS



9 SPLASH PAD



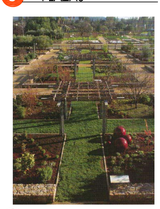
10 GROUP PICNIC



11 BOCCE BALL



12 DOG PARK (optional)



13 COMMUNITY GARDEN



14 PAR COURSE

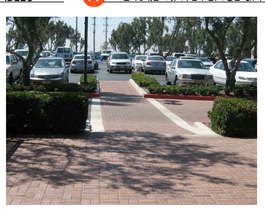


15 SHADED SEATING



16 D.G. TRAIL

18 NOT-USED



20 ENHANCED CROSSWALKS

PARK VILLAGE APARTMENTS

COMPTON, CA

ROEM CORPORATION

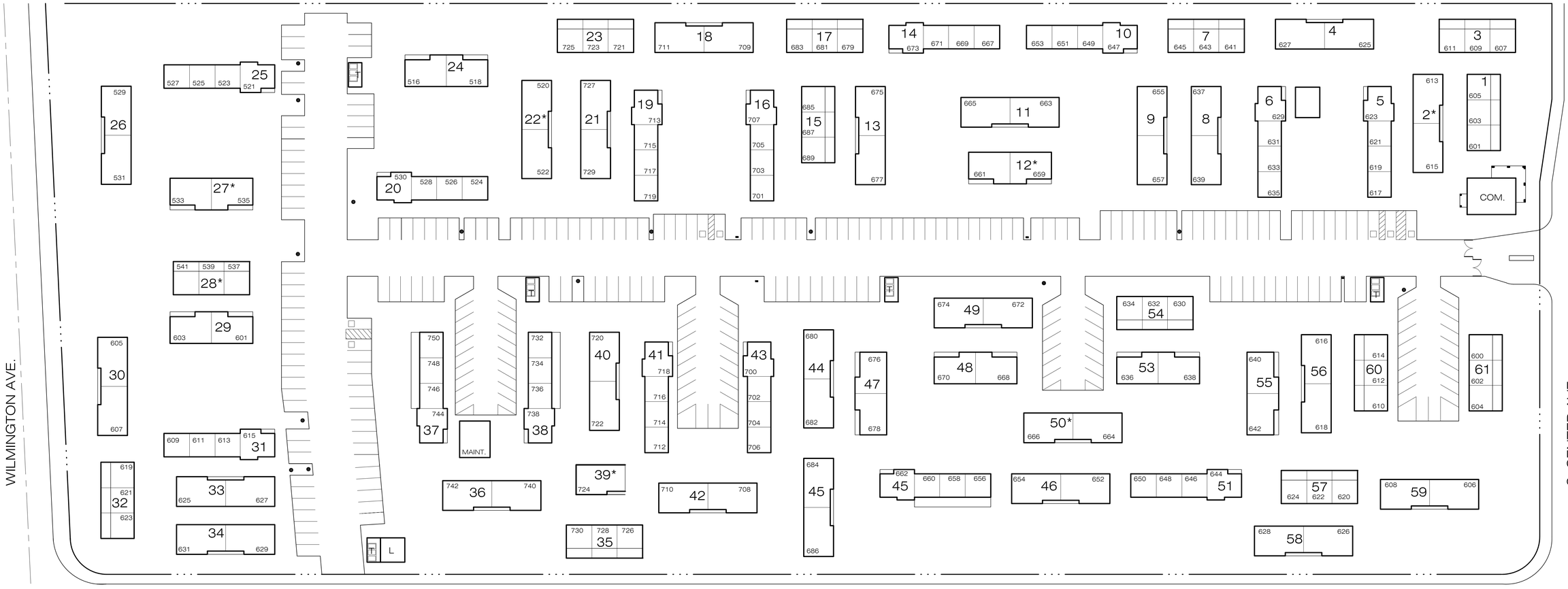
CIRCULATION and LANDSCAPE MASTER PL

0 20' 40' 60' 80' 120'

SCALE: 1" = 40'

AUGUST 2, 2012
REVISED: AUGUST 7, 2012

#12.



SITE PLAN

scale: 1" = 40'-0"

0 40 80 120 160

PROJECT SUMMARY

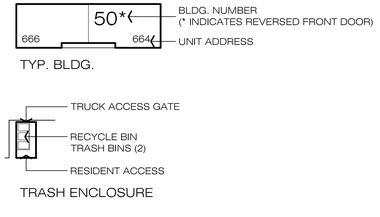
EXISTING RESIDENTIAL UNITS - 164
RESIDENTIAL BUILDING TYPES - 6

COMMUNITY BUILDING - 1,200 sf.
LAUNDRY BLDG. - 900 sf. (450 sf. new construction + 450 sf. existing bldg.)
TRASH ENCLOSURES - 5 structures (10 trash bins + 5 recycling bins)

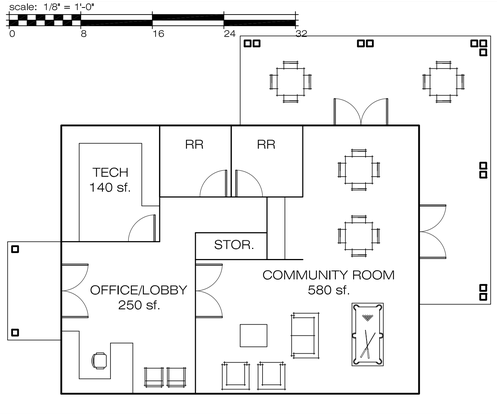
PARKING SUMMARY

REQUIRED PARKING - 248 SPACES
PROVIDED PARKING - 258 SPACES (INCLUSIVE OF 7 HC SPACES)

SITE PLAN LEGEND



ENLARGED COMMUNITY BUILDING PLAN - 1,200 sf.



PARK VILLAGE APARTMENTS

SITE PLAN AND COMMUNITY BUILDING

PARK VILLAGE APARTMENTS • COMPTON, CA

NORTH

WITHEE MALCOLM ARCHITECTS, LLP
2251 West 190th Street Torrance, CA 90504
t. 310. 217. 8885
f. 310. 217. 0425

OWNER:
ROEM Development Corporation
1650 Lafayette Street, Santa Clara, CA 95050

JOB NO: B2050
DATE: August 09, 2012
PRINTED: August 09, 2012



NEW TRIM

LOCATIONS: SINGLE STORY UNITS. ALL ELEVATIONS

NEW FOAM TRIM BELLY BAND WITH PAINTED STUCCO FINISH.

EXISTING TRIM

LOCATIONS: ALL UNITS AT ALL ELEVATIONS

REFINISH EXISTING TRIM TO SMOOTH FINISH
ADD NEW TRIM TO EXTEND SILL AND HEADER TRIM SIZE

WINDOW UPGRADES

LOCATIONS: ALL FRONT ELEVATIONS + SIDE & REAR ELEVATIONS FACING MAIN STREET OR MAJOR OUTDOOR COMMUNITY AMENITIES.

3 OPTIONS: (EQUAL DISTRIBUTION OF EACH)
SHUTTERS - VINYL
AWNING - VINYL WITH METAL SUPPORTS
POTSHELF - HIGH DENSITY FOAM - PAINTED

EXISTING TRIM BELLY BAND

LOCATIONS: ALL EXISTING UNITS, ALL ELEVATIONS.

REFINISH EXISTING TRIM TO SMOOTH FINISH.
ADD SECONDARY UPPER BAND OVER EXISTING.
ADD NEW TRIM AS NEEDED TO MATCH ALL EXISTING ELEVATIONS.

EXISTING BUILDING FINISHES

LOCATIONS: ALL EXISTING UNITS, ALL ELEVATIONS.

2 ELEVATION STYLES - CORBEL DESIGN, WINDOW TRIM, AND WINDOW UPGRADES VARY PER STYLE.

2 COLOR SCHEMES - 1 OR 2 FIELD COLORS PER BUILDING WITH ACCENT PAINT COLORS AT FRONT DOOR, TRIM, RAIL, AND WOOD COLUMNS.

NEW ENTRY PORCH

LOCATIONS: ALL UNITS. 1 NEW PORCH PER DOOR..

NEW 5' WIDE (VARIES) CONCRETE PORCH WITH STEPS AS NECESSARY
NEW GABLE OR SHED ROOF (EQUAL DISTRIBUTION) WITH CEMENT FIBERBOARD SOFFIT AND RESAWN WOOD BEAMS SUPPORT POSTS.
NEW 6X6 RESAWN WOOD POSTS - DOUBLE POSTS AT GABLE ROOF
NEW WOOD CORBELS AT ALL NEW WOOD POSTS
NEW GUARD RAIL BETWEEN UNITS OR AS NEED AT RAISED PORCH
- 2 RAIL OPTIONS: PAINTED TUBE STEEL OR TREX/VINYL RAIL.
REPAINT EXISTING DOOR
NEW UNIT ADDRESS NUMBER AT ENTRY DOOR
NEW PORCH LIGHT

PARK VILLAGE APARTMENTS

ELEVATION STUDY
TYPICAL 2 + 1 STORY BLDG. PLAN

PARK VILLAGE APARTMENTS - COMPTON, CA

NORTH

scale: 1" = 40'-0"
0 40 80 120 160

WITHEE MALCOLM ARCHITECTS, LLP
2251 West 190th Street Torrance, CA 90504
t. 310. 217. 9885
f. 310. 217. 0425

OWNER:
ROEM Development Corporation
1650 Lafayette Street, Santa Clara, CA 95050

JOB NO: B2050
DATE: August 09, 2012
PRINTED: August 09, 2012

#12.

#12.







PARK VILLAGE APARTMENTS

ELEVATION OVERLAY
BUILDING PLAN X

PARK VILLAGE APARTMENTS • COMPTON, CA

NORTH

scale: 1" = 40'-0"
0 40 80 120 160

WITHEE MALCOLM
ARCHITECTS, LLP
2251 West 190th Street Torrance, CA 90504
t. 310. 217. 8885
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OWNER:
ROEM Development Corporation
1650 Lafayette Street, Santa Clara, CA 95050

JOB NO: B2050
DATE: August 09, 2012
PRINTED: August 09, 2012



PARK VILLAGE APARTMENTS

COLOR ELEVATION STUDY
TYPICAL 2 + 1 STORY BLDG. PLAN

PARK VILLAGE APARTMENTS · COMPTON, CA

NORTH

scale: 1" = 40'-0"
0 40 80 120 160

WITHEE MALCOLM
ARCHITECTS, LLP
2251 West 190th Street Torrance, CA 90504
t. 310. 217. 8885
f. 310. 217. 0425

OWNER:
ROEM Development Corporation
1650 Lafayette Street, Santa Clara, CA 95050

JOB NO: B2050
DATE: August 09, 2012
PRINTED: August 16, 2012

#12.



TRASH ENCLOSURE - PEDESTRIAN ENTRY GATE AT REAR SIDEWALK





UNIT ENTRY - COVERED PORCHES ALONG PEDESTRIAN PATHS









COVERED ENTRY PORCH - ROOF & COLUMN STYLES







ELEVATION DETAILS
- UPDATED TRIM AT ALL EXTERIOR ELEVATIONS
- ADDITIONAL DETAILS AT PRIMARY ELEVATIONS, PER BUILDING STYLE (WINDOW BOX, AWNING, WINDOW SHUTTERS)

PARK VILLAGE APARTMENTS

CONCEPT IMAGES

PARK VILLAGE APARTMENTS - COMPTON, CA

WITHEE MALCOLM
ARCHITECTS, LLP
2251 West 190th Street Torrance, CA 90504
t. 310. 217. 8885
f. 310. 217. 0425

OWNER:
ROEM Development Corporation
1650 Lafayette Street, Santa Clara, CA 95050

JOB NO: B2050
DATE: August 09, 2012
PRINTED: August 09, 2012

Cust Id: 653 Ad Id: 18300 Sch Id: 55620
Your Control #: REVENUE BONDS FOR PARK

Proof of Publication

2015.5 C.C.P.

#12.

State of CA, County of LOS ANGELES

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

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

10/03/12

LAUREN SOMMERHAUSER
ORRICK HERRINGTON & SUTCLIFFE LLP
405 HOWARD STREET

SAN FRANCISCO, CA 94105

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

Signature Lucille Daniels 10/08/2012

NOTICE OF PUBLIC HEARING REGARDING ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR PARK VILLAGE FAMILY APARTMENTS

NOTICE IS HEREBY GIVEN that, at 5:30 p.m., or as soon thereafter as the matter can be heard, on Tuesday, October 23, 2012, at the City Council Chambers, 205 South Willowbrook Avenue, Compton, California, the City Council of the City of Compton (the "City") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Statewide Communities Development Authority of multifamily housing revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed $26,000,000 in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of a 164-unit multifamily rental housing project located at 708 West Corregidor Street, Compton, California. The facilities are to be owned by Park Village Family Apartments, L.P. (the "Borrower"), operated by FPI Management, Inc., and are generally known as Park Village Family Apartments (the "Project").

Those wishing to comment on the proposed financing and the nature and location of the Project may either appear in person at the public hearing or submit written comments, which must be received by the City prior to the hearing. Written comments should be sent to City of Compton at 205 South Willowbrook Avenue, Compton, California 90220, Attention: City Clerk.

CITY CLERK CITY OF COMPTON

Dated: October 3, 2012

ROEM® CORPORATION

AFFORDABILITY AT ITS BEST®

August 27, 2012

Michael Antwine
Deputy Redevelopment Director
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Mr. Antwine:

We are seeking the approval of your department to schedule a TEFRA hearing on 9/11/12 or 9/18/12 to allow the application of Tax Exempt Bond financing to CDLAC on behalf of our Park Village Apartments project. As requested in your 8/22/12 email, we have included herewith a further explanation of project scope, schedule, and contracting methods. This information is supplementary to our 8/17/12 letter. Please contact Chuck Treatch, 408.786.6793 or ctreatch@roemcorp.com, with any follow up questions or requests at your convenience.

1. Detailed Rehabilitation Scope

A detailed scope write-up for the rehabilitation of site and building improvements is attached. The write-up is organized according to the requirements of our Capital Needs Assessment consultant and will be fine-tuned as the project finalizes financial arrangements. All scope listed corresponds to plans forwarded with our 8/17/12 letter to the City.

2. Schedule

The rehabilitation of this project will be completed within an 18-24 month period in accordance with CTCAC guidelines for acquisition-rehab. The objective of this duration is to allow for the minimal disruption to residents as significant improvements are made. Our approach will be to phase improvements to achieve construction cost efficiencies while also isolating construction activities in an organized fashion. Prior to acquiring the site and commencing construction, a more detailed construction approach factoring in procurement of materials and occupancy requirements will be available.

3. Resident and Local Hiring

As an integrated developer-builder we rely heavily on the local expertise of companies and tradesman and seek to involve them in our projects. We regularly bid to local vendors and make selections on a competitive basis. Resident managers, maintenance teams and contract vendors typically reside near or within our projects, and as such often comply with Section 3 requirements. Though this project will not be subject to Section 3 requirements of the Housing and Urban Development Act of 1968, we are familiar with those practices and do not discriminate in the solicitation of consultants, contracts, and vendors.

Section 3 Residents include:

- Public Housing Residents
- Low, Very Low, and Extremely Low persons as defined by HUD

Section 3 Businesses include:

- Those with owners with at least 51% ownership who qualify as Section 3 Residents
- Those with at least 30% of employees who have qualified as Section 3 Residents in past three years

#12.

Sincerely,

Jonathan Emami
Vice President

DA/je

Enc: 1

Cc: Dr. Kofi Sefa-Boakye, City of Compton
Scott Carper, CSCDA
Chuck Treatch, ROEM

PARK VILLAGE APARTMENTS

708 W Corregidor Street

Compton, CA 90404

SUBSTANTIAL REHABILITATION PROJECT

WORK WRITE UP

Prepared on:

August 21, 2012

By:

ROEM BUILDERS

WRITE-UP

This document identifies the scope of rehabilitation work planned for the acquisition of this property. Work proposed will be in conformance with applicable local standards, be placed in sound operating condition, and meet the Developer's objectives for finish product.

The quantities for required repairs reflect approximate quantities of materials based on visual observations by the inspecting team and are based also on drawings and other information provided by the Developer and Property Manager.

This Work Write-Up has been prepared by **ROEM Builders, Inc.**

APARTMENT UNITS INTERIORS

Unit interior wall and flooring finishes, hardware, plumbing and electrical fixtures, windows, cabinetry, appliances, mechanical units, and accessories will be replaced in 100% of units. Specifically, scope items have been categorized as follows:

Accessibility:

1. 5% of each bedroom size will be made to comply with accessibility requirements for resident occupied units. This includes unit access, flooring materials, cabinetry, countertops, and plumbing fixtures.

Accessories / Miscellaneous:

1. Install new interior vinyl vertical blinds on all unit windows.
2. Asbestos abatement to cover the abatement work and clearance testing for all units. ACM that may be disturbed will include roof mastic, stucco, ceiling acoustic, drywall, drywall compound, and drywall texture to install new mechanical units through walls, and replacing bathrooms fans. All disturbed ACM material will be legally handled followed by PCM testing of 100% of abated units. TEM testing will be done if required by third party clearance inspector.
3. Install new bathroom accessories, including surface mounted medicine cabinet mirror combination units, toilet paper holders and towel bar. Repair and refinish walls as necessary.

Appliances:

1. Install new UL rated range hoods, reuse existing venting where possible, hardwire, and cut venting through new cabinetry and install damper if needed. Range hood to be Broan 42000 Series, or owner approved equivalent.
2. Install ductless hood where venting is impractical.
3. Install new gas stoves with anti-tip device. Stoves to be UL rated, Kenmore brand, model # TBD.
4. Install new Kenmore Energy Star 18 CF refrigerator.
5. 1/2 horsepower In-Sink-Erator Badger 5 garbage disposals at new kitchen sinks. Install per manufacturers recommendations and verify waste lines are clear.

Cabinets:

1. Demo and install new Maple kitchen cabinets, plastic laminate countertop. All cabinet and countertop materials to be constructed of low VOC materials.
2. Demo and install new Maple bathroom vanity cabinets and plastic laminate countertops in all apartments

Doors:

1. Replace damaged interior room and closet doors
2. Replace door hardware throughout

3. Install new weather stripping on all exterior doors

Electrical:

1. Install new GFCI outlets in kitchen and bathroom of each unit with new wire if needed.
2. Install non-interconnected hardwired combination carbon monoxide/smoke detectors in each unit hallway; install new hardwired smoke detectors in bedroom, hallway and living room per code.
3. Provide new fluorescent, Energy Star labeled lights at kitchen ceilings.
4. Install new Efficient Lighting EL-210-03 Energy Star labeled lights in bathrooms.
5. Install new hallway lights. Light fixtures to be Energy Star labeled. All locations noted as needed in units.
6. Install new front and rear porch energy star labeled fixtures as approved by owner, hardwired to a photocell sensor switch.
7. Install new 110 volt outlets for the garbage disposals.
8. Install new 110 volt outlets in kitchen and behind the stove
9. Confirm operation of telephone and cable outlets, repair as needed and run to single terminus location to be identified on the exterior of each building.

Floor Coverings:

1. Install new Armstrong Initiator 50 mil sheet vinyl over existing in unit kitchens, baths, entry, hall, and closets.
2. Install Shaw Green Label Carpet over 3/8" pad on stairs and in bedrooms.
3. Repair or replace baseboard to match existing and maintain seamless continuity throughout unit via 2" wood base at carpet areas and 2" wood or 4" rubber base at vinyl areas.

Mechanical:

1. Inspect all existing electric wall heaters and provide report to owners regarding condition and recommended repairs or replacements.
2. Install new bathroom exhaust fan with built-in humidity sensor.

Paint:

1. Make general drywall repairs as necessary to prepare for painting.
2. Clean, prepare and paint walls, ceiling and trim including new caulking as required. Paint walls and trim with two coats of low VOC paint or approved other. Two coats of Semi-gloss at trim, baths kitchens, and all other locations prior to new cabinet and accessory installation. Remove all prep materials and excess paint, spot prime as required.

Plumbing:

1. Install new 1.28 GPF high efficiency toilets with new wax rings. Verify toilets are level and functioning properly without leaks.

2. Install new Thermal Energy Efficient Ultra-low-NOx gas water heaters. Water heaters to be installed to code with proper venting.
3. Replace existing bath tubs and ceramic tiles from 3 walls with tub/shower combination by Fiber Care.
4. Install new mixing valves, spouts, and trims at new tubs receiving tub surrounds. Mixing valve and trims to be Delta T13420, or owner approved equivalent.
5. Install new 1.5 GPM Delta RP54752 low flow shower heads, (or equivalent)
6. Install curved shower rods, rings, and curtains.
7. Re-pipe all units with new hot and cold water lines using PEX tubing. Repair affected drywall.
8. Install new angle stops, X turn type and stainless steel braided supply lines to the angle stops at every sink and toilet.
9. Delta 520-DST Low Flow (1.5 GPM) lavatory single lever fixtures, with 4" back splash.
10. Surface mount double bowl stainless kitchen sink with minimum 7” depth
11. Delta 140-WE-DST low Flow (1.5 GPM) stainless steel single lever style faucets.

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APARTMENT BUILDINGS EXTERIOR

Apartment building exteriors will be patched, painted, and improved with new front porches/canopies to cover unit entrances and the exterior design aesthetic. Roofs will be replaced and utility connections will be repaired or replaced. A rear yard area will be provided in most cases and be bound by a combination of landscaping and low fencing. All other site improvements and non-apartment building improvements are included in the next section. Specifically, scope items have been categorized as follows:

Accessibility:

1. New 5' front porch stairs / stoops to be replaced with proper riser/run dimensions and fall protection.

Accessories / Miscellaneous:

1. Lead based paint removal will include scraping and encapsulating exterior materials containing LBP. LBP material that may be disturbed includes exterior fascia, metal hand railing, gutters and exterior wood trim.
2. Low 2 rail brown vinyl fencing to be installed at rear yards in most units.

Doors:

1. Install new 6 panel insulated fiberglass, energy rated, unit entry doors, levered hardware, thresholds, door stops, dead bolt locks, and weather stripping in existing openings.

Exteriors:

1. Remove existing roofs, inspect the plywood underlayment, prepare existing surfaces, and install a new 40 year shingles. Roof mastic will be removed by Abatement Contractor.
2. Inspect existing fascia and repair or replace on all buildings. Wood to be pre-primed on all 6 sides prior to being installed.
3. Install corbels, window trim (shutters, awning, pot shelf), and decorative horizontal foam trim or wood bands with smooth painted finish at mid-floor height on one-story elements and between the first and second floors on two-story elements.
4. New gable or shed roof (equal distribution) with cement fiberboard soffit and resawn wood beams at support posts.
5. New guard rail between units at front porch.

Landscaping:

1. Cut back turf 4' from building and redirect irrigation sprays away from building.
2. Install 3' wide foundation planting in building cutback at edge of turf at front of each building. Rear of each building to be left open for resident landscaping.

Paint:

1. Paint building exteriors. Repair, clean, prepare and paint, soffits and trim. Paint walls, soffits and trim with primer and two coats of owner specified paint, equivalent to Kelly Moore, Frazee, or Sherman Williams.

Signage:

1. Install new signage for building and unit addressing identification.

Utilities:

1. Gas meters to be replaced and reset at each building.
2. Electric meters, cable, and telephone to receive underground feed to single location.

Windows:

1. Install new dual glazed, low-E, Solar Ban 60, self-locking, white vinyl retrofit windows with screens. Windows to be Cascade 9100 Series.
2. Install light colored vinyl mini blinds at all windows.

APARTMENT SITE

The site will be improved with revised landscaping, amenities, utility feeds, trash enclosures, and site lighting. One laundry room will be restored and another will be added. The site office will be converted to a community room and improved. The site entrance will be reconfigured and all new entry gates will be installed. Parking will be added in some locations, and converted back to landscaping in others. Specifically, scope items have been categorized as follows:

Accessibility:

1. Demolish all existing concrete pedestrian walkways.
2. Install 5' wide concrete community walkways for community circulation.
3. Install 4' wide residential walkways for unit access.
4. Install 8' wide enhanced concrete paver walkways to cross driveways at 7 locations.
5. Install new access ramps from streets at 15 locations.
6. Community building bathroom and other areas to be accessible.
7. New laundry rooms to be accessible with lighting on automatic sensors.

Accessories / Miscellaneous:

1. Convert one maintenance shop to laundry room (previous use) and install washer/dryer at 10:1 ratio for 50% of units. Laundry rooms to be vented, camera'd, and have timed locks on access doors.
2. Construct one new laundry room and install washer/dryer at 10:1 ration for 50% of units, include venting, cameras, and a timed lock access door.
3. Community room upgrades including all the same scope items as apartments units, including new doors & hardware, windows, vinyl blinds, P-TAC units, flooring, plumbing & electrical fixtures, bathroom accessories.
4. Community building to be reconfigured to include reception, leasing office, computer room, bathroom, community room with soft seating, bookshelves, and kitchenette, and an outdoor patio area.
5. Patio area at community building to receive new concrete porch with trellis.
6. Front entry at community building to receive new concrete porch with single story gable roof similar to residential unit entries.
7. Install or replace fire extinguishers in community building, laundry rooms, and trash enclosures.
8. Install camera system covering property parking, entrances, gates, community room, and laundry rooms with DVR and monitor in community room office.
9. Perform a final site clean and pest control service upon construction completion.

Landscaping / Fencing:

1. Add site drains at ponding areas. Remediate ponding areas with grading, drywells, etc.
2. Inspect existing irrigation system and clock system. Make repairs to irrigation. Install new controllers.

3. Make repairs to existing site landscaping. Make needed turf repairs, decomposed granite, and replace diseased or dead plants (including jasmine at perimeter of site).
4. Add 150sf enhanced concrete paver plaza at 12 locations
5. Install new entry gates with motors and vehicular call box. Gate should use keychain remotes with individual code assignment.
6. Install new pedestrian gate at entry with visitor call box.
7. Install new entry walls with project signage.
8. Install new directional signage on site where needed.
9. Demolish existing turf, shrubs and irrigation at locations for new amenities.
10. Install tot lot with fibar surfacing, play equipment and shade sail.
11. Install multiple pedestal barbecues in 9 locations.
12. Install 15x24 shade trellis structure in 5 locations
13. Install picnic tables in 12 locations.
14. Remove and replace mailbox kiosk at site entry location per USPS standard.
15. Install a group picnic area with tables over d.g. in 3 locations.
16. Install a “game lawn” in 2 locations.
17. Install a 90’x25’ community garden in 2 locations.
18. Install a Par Course with 12 stations at the perimeter of the site along a 4’ wide d.g. trail with header.
19. Install shaded seating with metal park bench in 12 locations.
20. Install game tables in 8 locations
21. Demolish existing turf and irrigation where new low maintenance shrub areas to occur.
22. Install 24” box street trees in 80 locations.
23. Install 24” box trees at 90 locations in amenity areas.
24. Install 15 gallon trees in 50 locations.
25. 12’ high pole lights with concrete base at community walkways in 25 locations with cameras.

Paint:

1. Paint entire building exteriors. Repair, clean, prepare and paint, soffits and trim. Paint walls, soffits and trim with primer and two coats of owner specified paint, equivalent to Kelly Moore, Frazee, or Sherman Williams. All exterior fencing and existing fencing will also be prepped and painted.

Paving:

1. Enhanced paving at entry gates and driveway intersection at rear of site.
2. Paving to be patched at new front entry configuration.
3. Parking areas to be restriped and painted with proper HC parking identification and parking space numbers for parking management purposes.

Signage:

1. Install new site map signage at entry.

Site Improvements:

1. Install new pedestrian gates and hardware.
2. Remove existing trash enclosures and install 5 new enclosures configured for 2 trash and 1 recycle bins. Enclosures to have metal access gate at street for truck pickup and sidewalk access for resident use. Enclosures to be covered with wood trellis.
3. Remove all existing building floor lights.

Site Work:

1. Demo and repair selected curbs and gutters. Concrete that is broken, heaved, or missing will be repaired.
2. Confirm operation of existing street lighting, add cameras, and make any necessary repairs

Utilities:

1. Overhead utilities and services to be undergrounded in joint trench to individual buildings.

FPI Management, Inc.









FPI Management, Inc.

Collateral Material

800 Iron Point Road
Folsom, CA 95630

916.357.5300 ph
916.357.5310 fax

www.fpimgt.com

FPI Management, Inc.

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FPI Management, Inc.

FPI Management Corporate Locations

Corporate Headquarters:



FPI Management, Inc.

800 Iron Point Road
Folsom, CA 95630
(916) 357-5300
www.fpimgt.com

Regional Office:



Southern California – Costa Mesa

3187 Red Hill Avenue, Suite 220
Costa Mesa, CA 92626
(714) 641-5110

FPI Management, Inc.

Credentials

- Established in 1968.
- 60,000 unit portfolio.
- Geographic market over 10 states.
- Ranked #11 of Top 50 Largest U.S. property management firms, by National Multi Housing Council.
- Ranked #9 of Top 100 U.S. Affordable Community property management firms, by National Association Housing Management Agents.
- 100% fee for service provider.
- Dedicated exclusively to the property management interests of our clients.
  - No ownership interest in any property managed by FPI Management, Inc.
  - No captive service providers/all contracts, arms length with third party vendors.
  - No conflict of interest with internal ancillary profit centers, i.e.:
    - -Utility Billing Services
    - -Credit Check Services
    - -Property or Renters Insurance Services
- 1,600 professional team members on staff.
- Specializing in new construction lease-up, rehabilitation, value added, and repositioning assets.

Market Rate Communities:

40,000 unit portfolio
New construction
Existing construction
Value added
Broken / fractured condominium projects
Urban markets
Metropolitan in-fill sites
Suburban markets
Distressed assets
Receiverships
Bank Real Estate Owned

Affordable Communities:

20,000 unit portfolio
LIHTC
HUD Insured
Section 8
Bond Financed
USDA
HOME Funds
Inclusionary Housing
Regulatory Compliance

Ranked 11th Largest Management Company

NMHC National Multi Housing Council℠
Apartments: Smart Communities, Smarter Living

FPI Management, Inc.

Executive Leadership

President & Chief Executive Officer
Dennis Treadaway
Office (916) 357-5300, Ext. 210
Email: dennis.treadaway@fpimgt.com

Mr. Treadaway has been the Chief Executive Officer in charge of FPI Management since 1972. He is responsible for the development of the signature company culture that is unique to FPI Management. Through motivation of the executive team, portfolio managers, accounting, IT, HR and administrative support, Mr. Treadaway assures that the objectives of the FPI Management clients are being achieved.

Executive Vice President
Julie Brawn-Whitesides
Office (916) 357-5300, Ext. 282
Email: julie.brawn@fpimgt.com

Ms. Brawn-Whitesides has been in the property management industry since 1993. As Senior Vice President, she is responsible for business development of market rate communities. She is also responsible for providing quality assurance of delivery of property management services to assigned FPI Management clients. She has senior executive oversight of approximately 40,000 market rate multi-family units throughout multiple states.

Senior Vice President
Maureen Picarella
Office (916) 357-5300, Ext. 228
Email: maureen.picarella@fpimgt.com

Ms. Picarella has been in the property management industry since 1984. She joined FPI Management in 1992 as Director of Affordable Housing. She subsequently received her designation as Senior Vice President – Affordable Housing for FPI Management, Inc. Ms. Picarella is the Senior Executive in charge of oversight of a 20,000 unit affordable portfolio.

FPI Management, Inc.

Executive Leadership

Vice President: Southern California-Costa Mesa

Michelle Fisher
Office (714) 641-5110
Email: michelle.fisher@fpimgt.com

Ms. Fisher has been in the property management industry for nineteen years. She has held multiple senior executive positions with nationally recognized property management firms. Her property management experience has been throughout California, Washington and Arizona. Ms. Fisher is directly responsible for all property management services delivered from the FPI Management Southern California – Costa Mesa office. She supervises ten portfolio managers as well as the attendant IT, and administrative staff.

Vice President: Pacific Northwest

Shannon Dustin
Office (916) 357-5300, Ext. 303
Email: shannon.dustin@fpimgt.com

Shannon Dustin has been in the property management industry since 1988. Shannon has executive experience in multiple, regional and national property management organizations. She has operational expertise in markets throughout California, Oregon and Washington. Shannon has been providing professional property management oversight in the Pacific Northwest, for the past ten years. At FPI Management, Inc., Shannon is responsible for approximately 11,000 units. Her portfolio consists of market rate and affordable communities. Shannon supervises nine regional portfolio managers, and the local support staff.

FPI Management, Inc.

Executive Leadership

Chief Financial Officer
Mike Watembach
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Controller
Han Ju Morrow
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Senior Director: Costa Mesa Office

June Valle
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Director: Southern California – Costa Mesa

Angela Damante
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John Rus
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Sherri Kittle
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FPI Management, Inc.

Summary of Capabilities

Experience

FPI Management, Inc. has been providing professional property management services to multi-family housing owners for over 40 years. Currently, FPI Management has in its inventory approximately 60,000 units, located in California, Washington, Oregon, Nevada, Alaska, New Mexico, Ohio, Virginia and Pennsylvania.

Since its inception, FPI Management has developed expertise in a widely diversified inventory of properties. FPI Management's current portfolio includes "AAA" luxury and conventional apartment communities, as well as properties developed under all low and moderate-income programs i.e., LIHTC, HUD insured, USDA, Bond Financed, and Section 8.

FPI Management's experience in property management has developed a firm whose capabilities will meet the demands of the most sophisticated investor. Our clients include institutional investors, international real estate investment firms, financial institutions, multifamily development builders, private investors, and City, County and State agencies.

FPI Management is effective in all aspects of property management, from the marketing and lease-up of a newly constructed project, to the on-going operation of a property at sustained occupancy.

FPI Management has established itself as a leader in the industry in the performance of marketing techniques, capital and preventative maintenance programs and administrative control. The following elements are signature to the delivery of service by FPI Management, to its clients:

Corporate Structure

FPI Management is directed by a hands-on Owner/President CEO who has actively guided the company for 40 years. Dennis Treadaway works with the executive team of Senior Vice Presidents and Vice Presidents to assure that all objectives of FPI Management clients are being achieved.

FPI Management, Inc.

Summary of Capabilities

No Captive Vendors

In an effort to avoid any conflicts of interest, FPI Management does not own, operate, or have any interest in any vendors that provide services to FPI managed properties. FPI Management utilizes exclusively the FPI Management preferred vendor list to access third party service providers.

Marketing

FPI Management is considered a leader in the industry as a marketing and product branding expert.

FPI Management has leased up over 40,000 new construction multi-family units. FPI Management is integral in the development process, including initial design consultation, underwriting, budgeting, and marketing of the property. On an annual basis, FPI Management will re-lease approximately 30,000 units.

FPI Management is savvy in the changing dynamics of marketing technology. Electronic outreach via social media and on-line resources are the fundamentals of any FPI Management marketing plan. FPI Management also integrates the application of Revenue Management Systems on market rate communities, to produce maximum possible revenues for FPI Management clients.

Staffing

As a recognized leader in the industry, FPI Management is a destination management company that is able to attract the highest caliber employees at the most economical cost to the property.

An established reputation and a 40-year track record have created a distinctly unique culture for FPI Management. This culture fosters employee development, knowledge, and experience, and creates an exciting career path for each team member.

The policies and procedures developed by FPI Management over the past 40 years have created an organization of unsurpassed technical expertise. FPI Management's clients benefit from the strength of a management organization that is efficient and responsive.

Training

The FPI Management Educational Opportunities program is a comprehensive training system that instructs personnel on property management techniques. During the course of a year, FPI Management provides continuing education seminars on marketing, maintenance and financial management.

FPI Management, Inc.

Summary of Capabilities

Training - *continued*

FPI Management also trains employees on safety, risk management, OSHA, water intrusion, and hazardous materials handling. Classroom training is provided at the FPI Management Corporate Office in Folsom, California and regional offices in Costa Mesa, California and Seattle, Washington. On-line training is also provided by Grace Hill, which is a third party provider.

Buying Power

Based on a 60,000-unit portfolio, FPI Management negotiates contracted services and material purchasing at significantly discounted prices. FPI Management utilizes a preferred vendor list to access the most favorable pricing. By committing to the exclusive use of selected service providers, FPI Management obtains the greatest possible discounts. 100% of all discounts and rebates received by FPI Management pass through to the property owners.

Property Renovation

FPI Management has extensive experience in the physical rehabilitation of properties. On an annual basis, FPI Management will administrate and supervise in excess of $55,000,000 of routine maintenance, capital improvements and renovations. The volume of work generated by FPI Management encourages active bidding from contracted vendors.

FPI Management Preferred Vendor Program

FPI Management Preferred Vendors have a proven track record of experience, quality, and cost savings for FPI managed sites. FPI Management evaluates the Preferred Vendor list annually, to assure maximum cost savings are being achieved with each vendor. In response to guaranteed lower cost, and quality service, FPI Management provides priority access to Preferred Vendors on FPI managed sites.

FPI Management Preferred Vendors must comply with specific criteria including: insurance requirements, time assurance completion, owner/manager indemnification, and penalty sanctions for default or defective workmanship.

FPI Management requires that all preferred vendors subscribe to Compliance Depot. Compliance Depot is a third party provider that assures all vendors maintain fundamental business licensing as well as FPI Management standard coverage requirements for liability and workers compensation insurance.

FPI Management, Inc.

Summary of Capabilities

Human Resources

FPI Management employs over 1,600 individuals. FPI Management maintains a full time Human Resources Department that assures all employment practices are in compliance with Federal and State regulation. FPI Management, as the employer for all site personnel, insulates the owner from potential liabilities arising from employment practices.

The FPI Management Human Resources Department is diligent in managing payroll costs and benefits. FPI Management workers compensation rates are among the lowest in the industry. Health benefits made available for the on-site staffs are designed to provide the best possible coverage with the least possible expense to the properties.

Accounting

FPI Management prepares approximately 400 financial statements each month. The Chief Financial Officer, Controller and three Assistant Controllers provide the leadership to 50 General Ledger/Accounts Receivable, and Accounts Payable support staff. FPI Management works with its clients to generate statements that are formatted to meet the client's needs. FPI clients have real time direct access to accounting executive leadership and support staff. This accessibility improves efficiency, accuracy, and timeliness in the delivery of monthly financial statements.

Information Management

FPI Management maintains a full time in-house Information Technology Department and Residential Services Department. These departments support all corporate and on-site hardware and software requirements. All on-site systems are fully integrated with the FPI Management corporate system. The property owner may access all site information, directly from the property, to the owner's business location.

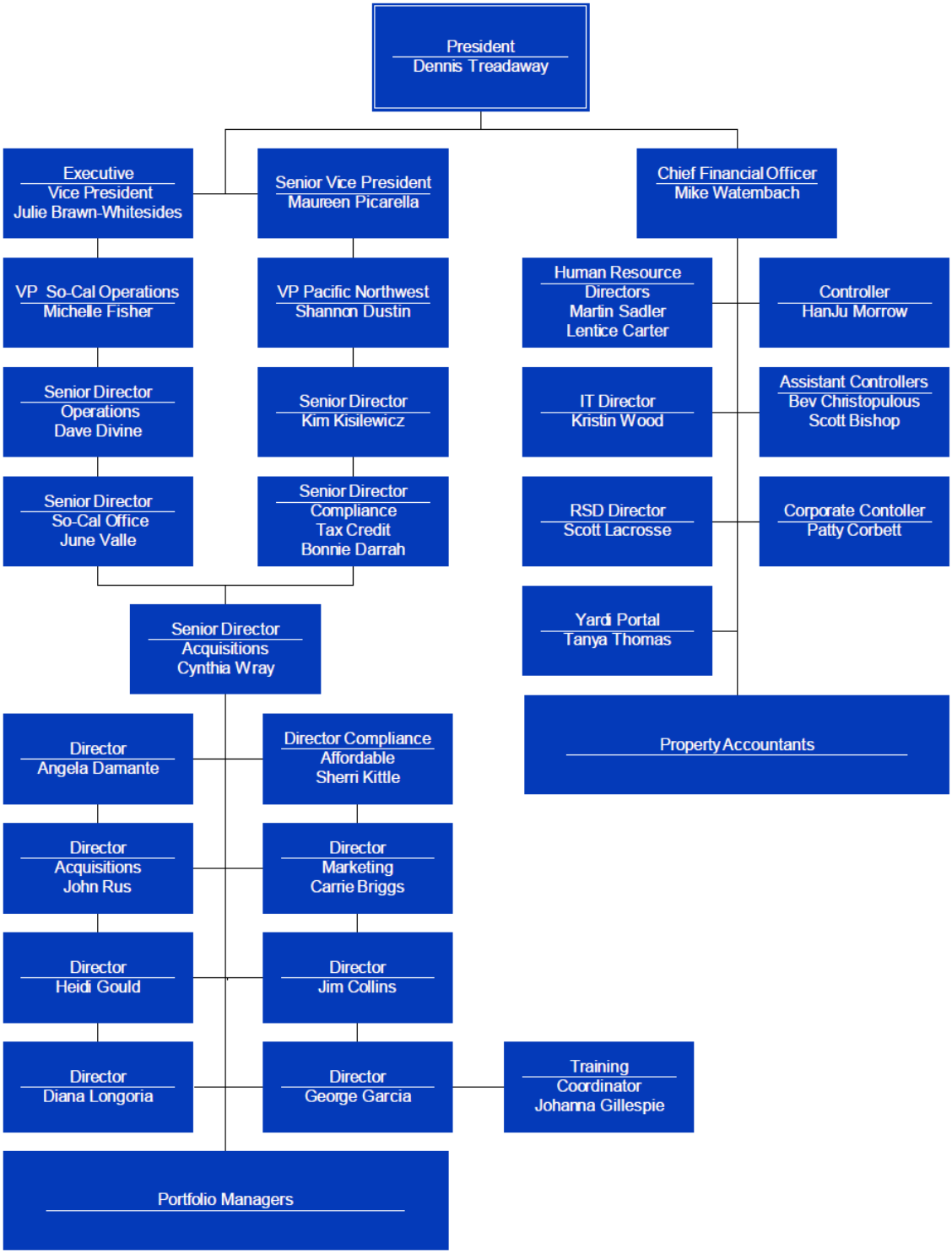
FPI Management utilizes Yardi Voyager 6.0, as its operating system. Yardi software is a web based system. FPI Management clients have real time access to all property financial activity. Yardi software is also integrated with the Yardi portal, providing residents with real time access to their accounts, on-line rent payments, maintenance requests, and calendar activities. Yardi is also integrated with Revenue Management Systems utilized by FPI Management sites.

SUMMARY

FPI Management, Inc. has developed comprehensive expertise in all aspects of property management. With over 40 years of experience, FPI Management has encountered virtually all marketing, physical and administrative challenges. The benefits derived by the clients of FPI Management in the successful management of their properties have positioned FPI Management as the recognized leader in the industry.

FPI Management, Inc.

Organizational Structure



FPI Management, Inc.

References

Clients with 3,000 to 6,000 Units

KW Multifamily 9701 Wilshire Blvd., #700 Beverly Hills, CA 90212 rhart@kennedywilson.com	8,000	Market	Bob Hart, CEO	310 887-6473
Vintage Properties 369 San Miguel Drive #135 Newport Beach, CA 92660 mgancar@vintagehousing.com	5,000	Affordable	Michael Gancar, Owner	949 721-6775
Pacific Urban Residential 777 California Avenue Palo Alto, CA 94304 alpace@pacificpropertyco.com	4,000	Market	Al Pace, Pres.	650 842-2331
Oakmont Properties 225 Highland Avenue San Rafael, CA 94901	3,000	Market	Ron Ashley, Owner	415 421-0110

Clients with 1,000 to 2,000 Units

Cabouchon Properties Pier 9, Suite #114 San Francisco, CA 94111 smattoon@cabouchonproperties.com	2,000	Affordable	Stephen Mattoon, Owner	415 433-2000

FPI Management, Inc.

References

Inland Group 1620 N. Mamer Road, Bldg. B Spokane, WA 99216 Darind@inlandconstruction.com	1,200	Affordable	Darin Davidson, Pres.	509 321-3211
AMCAL 30141 Agoura Road, Suite 100 Agoura Hills, CA 91301 anguyen@amcalhousing.com	1,850	Affordable	Alex Nguyen Director of Asset Mgmt	818 706-0694 Ext 162
Stamas Corporation 3007 Douglas Blvd. #170 Roseville, CA 95661 stamascorp@hotmail.com	1,700	Affordable	Paul Stamas, Owner	916 783-0330
Bridge Partners 2950 Buskirk Avenue #312 Walnut Creek, CA 94597-2079 klein@bridgepartners.com	1,250	Affordable	Steve Klein, Owner	925 256-9448
ROEM Development 1650 Lafayette Street Santa Clara, CA 95050 ecaputo@roemcorp.com	1,200	Affordable	Erin Caputo, Asset Mgr.	408 984-5600

FPI Management, Inc.

References

KF Properties 11340 Olympic Blvd. #204 Los Angeles, CA 90064 Kfproperties@aol.com	1,000	Market	Robert Kopple, Owner	310 475-1444
S.K. Lee #5 Littlewood Drive Piedmont, CA 94611	1,000	Market	Shiuh Kai Lee, Owner	510 428-2370
Alpha III Development 5105 East Dakota Avenue Fresno, CA 93727 cashley@alpha-III.com	1,000	Affordable	Charles Ashley, Owner	559 294-1157

Clients with 50 to 200 Units

Approximately 75 clients have 50 to 200 units each.

FPI Management, Inc.

New Construction Lease Ups

FPI Management, Inc. has extensive experience in the marketing, lease-up and on-going operations of newly built apartment communities. FPI Management provides a deep resource for its clients in the development process. From initial underwriting and project design, to marketing and branding of the asset, FPI Management has become recognized as a leader in the industry in the lease up of newly built communities.

FPI Management has comprehensive lease up experience in market rate and affordable communities. FPI Management has successfully completed lease ups on traditional two story, garden style apartments, to mid and high rise, metropolitan and urban, luxury communities. The FPI Management affordable communities include newly built LIHTC Section 42 as well as acquisition rehab.

Since 1968, FPI Management has leased over 40,000 newly constructed units. From 2003 to 2011, FPI Management has leased over 12,000 newly constructed or substantially rehabilitated units.

Millworks
Novato, CA



2030 North Pacific
Santa Cruz, CA



1801 L
Sacramento, CA



The Villas at Villaggio
Modesto, CA



Broadway Grand
Oakland, CA



Sienna Villas
Elk Grove, CA



FPI Management, Inc.

FPI Lease Up Communities - 2003-2011

PROPERTY NAME	CLIENT NAME	LOCATION	YEAR COMPLETED	# OF UNITS
Cambridge Heights	MCA	Wesrminster, CA	2003	22
Clubs at Rhodes Ranch	Warmington Group	Las Vegas, NV	2003	270
Knolls at Green Valley	Stamas	Cameron Park, CA	2003	200
Parkside Villas	Warmington Group	Las Vegas, NV	2003	200
Terraces Highland Reserve	KBS Realty Advisors	Roseville, CA	2003	273
Vineyard Gate	Clifton/Landis	Roseville, CA	2003	280
TOTAL COMPLETED 2003				**1245**
Gardens at Ironwood	Ponderosa Homes	Pleasanton, CA	2004	138
Hacienda Creek	ROEM	San Jose, CA	2004	80
Harvest Park	Channel Lumber	Chico, CA	2004	140
Lincoln Terrace	Stamas	Lincoln, CA	2004	80
Oaks at Almaden	ROEM	San Jose, CA	2004	126
Summer Breeze	ROEM	San Jose, CA	2004	160
TOTAL COMPLETED 2004				**724**
Camino al Oro	Amcal	Los Angeles, CA	2005	100
Northpointe Regency Park	Stamas	Natomas/Sacramento, CA	2005	144
Tesoro del Valle	Amcal	Los Angeles, CA	2005	121
Tierra Encantada	CHD	San Jose, CA	2005	93
TOTAL COMPLETED 2005				**458**
Bella Costello	ROEM	San Jose, CA	2006	88
Flores del Valle	Amcal	Los Angeles, CA	2006	146
TOTAL COMPLETED 2006				**234**
Breezewood	MCA	Suisun, CA	2007	81
Corde Tierra Village	ROEM	San Jose, CA	2007	300
Courtyard at Bay Road	CHD	East Palo Alto, CA	2007	77
Eaton Village	Channel Lumber	Chico, CA	2007	160
Geneva Village	ADI	Fresno, CA	2007	142
Lake Point	California Homes	Elk Grove, CA	2007	240
Sandstone	ADI	Fresno, CA	2007	69
Siena Villas	KF Properties, Inc	Elk Grove, CA	2007	328
Somerset Place	Amcal	Sacramento, CA	2007	96
Stonelake	Oakmont/Ron Ashley	Elk Grove, CA	2007	432
TOTAL COMPLETED 2007				**1925**
1801L Street	SKK Development, Inc	Downtown Sacramento, CA	2008	176
Cielo Azul	Amcal	Palmdale, CA	2008	81
Sierra Lofts	John Oglesby	Sacramento, CA	2008	52
Summerhouse	Kennedy Wilson	Alameda, CA	2008	615
Villa Escondido	Amcal	Orange Cove, CA	2008	81
Villa Esperanza	Amcal	Avenal, CA	2008	81
TOTAL COMPLETED 2008				**1086**

FPI Management, Inc.

FPI Lease Up Communities - 2003-2011

PROPERTY NAME	CLIENT NAME	LOCATION	YEAR COMPLETED	# OF UNITS
288 Third Street	Signature Properties	Oakland, CA	2009	33
Broadway Grand	Signature Properties	Oakland, CA	2009	115
Brookfield Place	Amcal	Oakland, CA	2009	58
Castellino at Laguna West	KF Properties, Inc	Elk Grove, CA	2009	120
Echo Lake	The Inland Group	Shoreline, WA	2009	289
Fairway Family	Charter Properties	Dublin, CA	2009	304
Fremont Mews	Rembold Company	Downtown Sacramento, CA	2009	119
Groves at Dublin Ranch	Charter Properties	Dublin, CA	2009	322
La Provence	KF Properties, Inc	Sacramento, CA	2009	96
Palo Verde Terrace	Amcal	Palmdale, CA	2009	78
Parkside Brentwood	Metrovation LLC	Brentwood, CA	2009	60
Renaissance	Signature Properties	Concord, CA	2009	127
Seasons at Laguna Ridge	Seasons Apts. LP	Elk Grove, CA	2009	222
Tanager Springs I and II	ADI	Fresno, CA	2009	154
Villa Serena- LA	Amcal	Los Angeles, CA	2009	85
TOTAL COMPLETED 2009				**2182**
2030 North Pacific	Putman/ Roberts Construction	Santa Cruz, CA	2010	57
Andalucia Heights	Amcal	Los Angeles, CA	2010	75
Esplanade	Warmington Group	Las Vegas, NV	2010	161
Millworks	Signature Properties	Novato, CA	2010	124
NOHO 14	Kennedy Wilson	Hollywood, CA	2010	180
Penthouses at Capitol Park	John Daly	Downtown Sacramento, CA	2010	19
Skyline at Tamien Station	Barry Swenson/ PCCP/ Trimont	San Jose, CA	2010	121
Spectrum	Warmington Group	Las Vegas, NV	2010	252
The Blakely	The Inland Group	Shoreline, WA	2010	200
Tressa	The Inland Group	Seattle, WA	2010	474
Villas at Villaggio	Naraghi	Modesto, CA	2010	248
Vintage at Chehalis	Vintage	Chehalis, WA	2010	150
Vintage at Silverdale	Vintage	Silverdale, WA	2010	240
Vintage at Spokane	Vintage	Spokane, WA	2010	287
Wolf Ranch	Toni Burke	Elk Grove, CA	2010	160
TOTAL COMPLETED 2010				**2748**
Cordova	Amcal	Selma, CA	2011	81
Levare (Santana Row)	FRIT	San Jose, CA	2011	108
Oakwood	MCA	Perris, CA	2011	241
Ridge at Midway	Terry Snow	Spokane, WA	2011	180
Santa Fe	Amcal	Bakersfield, CA	2011	56
Summer Hill Place	Amcal	Fresno, CA	2011	50
Three Sixty Residences	Kennedy Wilson	San Jose, CA	2011	213
Vintage at Laughlin	Vintage	Laughlin, NV	2011	150
Vista Creek	Vintage	Laughlin, NV	2011	300
Woodside	Lamb Partners, LLC	Redwood City, CA	2011	48
TOTAL IN PROGRESS 2011				**1427**
73 PROPERTIES	**TOTAL UNITS LEASED UP**			**12029**

FPI Management, Inc.

Affordable Communities Experience

Low Income Housing Tax Credit

FPI Management currently provides management and compliance services for over 20,000 units financed through the LIHTC Section 42 program. FPI Management has been providing comprehensive property management service for LIHTC communities since 1990. FPI has built this portfolio through successful lease-ups and management of new construction and acquisition/rehab projects.

Strategic partnerships have been maintained with individual Developers, General Partners, Co-Managing General Partners and Limited Partners such as AIG Sun America, MMA Financial, Capmark, Alliant and Homestead Capital.

The majority of the affordable portfolio includes the oversight of non-profit co-managing general partners. FPI Management works closely with these partners to assure compliance with all programs as well as daily involvement with the applicable social service providers.

Resident services programs are coordinated between FPI Management staff and contracted service providers. Properties include senior and family developments in rural and urban locations in California, Washington, Oregon, Nevada, Alaska, Oregon, Ohio, Pennsylvania and Virginia.

Project Based Section 8

FPI began operations in 1968 developing properties under HUD insured programs, including Section 8, Section 236 and USDA. Currently, FPI provides TRACS billing services for 25 properties under the Section 8 program. A team of FPI Management Compliance Specialists are dedicated to the billing process, training, auditing and review of all income certifications relating to these billings.

FPI maintains memberships in the Affordable Housing Management Association of Northern California, Nevada, and Hawaii (AHMA-NCNH) to provide on-going training to on-site and Regional staff. Of the 150 LIHTC projects FPI manages, fifteen projects have additional financing through HOME funds. FPI Management's Compliance team is experienced in the requirements of this program, and monitors on-going compliance.

Los Vientos
San Diego, CA



The Groves at Dublin Ranch
Dublin, CA



Corde Terra Village
San Jose, CA



FPI Management, Inc.

Affordable Communities Experience

Tax-Exempt Government Purpose Bond-Financed Multifamily

The majority of FPI's portfolio of LIHTC properties includes Tax-Exempt Bond financing. On bond financed communities, FPI Management is responsible for income-qualifying, compliance monitoring and reporting to respective agencies. All Regional Portfolio Managers responsible for sites with Bond Financing are required to attend training covering all aspects of the Regulatory Agreement requirements.

Tenant Relations

FPI Management, Inc. is uniquely positioned in the delivery of property management services for affordable housing owners and the resident population. FPI Management manages a 60,000 unit portfolio, consisting of 20,000 affordable and 40,000 market rate units. The dynamics of each of the management cultures is distinctive and unique. Market rate communities are driven by successful customer service. Historically, residents of affordable communities have not enjoyed the benefits of a customer service driven management culture. FPI Management integrates its customer service culture in all properties; affordable and market rate. FPI Management establishes a management template that responds to all residents needs. The process begins with the initial qualification and leasing to the prospective resident. Subsequent to the initial rental and move-in process, FPI Management on-site staff visit the resident to assure they are pleased with their living environment. The resident is informed of the process for requesting a work order, or maintenance repair for their unit. FPI Management staff inspects all the units annually to identify maintenance requirements, and to assure the apartment is habitable, safe and clean. In the event a resident has an issue with the management or maintenance staff, they are advised of a formal grievance procedure. The procedure assures the resident that if their concern cannot be addressed at the site level, it will be communicated to executive staff of FPI Management.

Supportive Services

FPI Management has worked with many agencies providing social and living services to apartment communities, including: Senior Services, Mental Health Agencies, Transitional Housing, Domestic Violence Counselors, Family Support Agencies, and Disability Services. FPI Management has also had experience with programs addressing migrant workers, AIDS survivors, Homeless Organizations, and Recovering Single Mothers with children.

Oakwood
Moreno Valley, CA



The Gardens at Ironwood
Pleasanton, CA



The Blakely
Shoreline, WA



FPI Management, Inc.

Marketing

FPI Management, Inc. has developed and executed successful apartment community marketing plans for over 40 years.

Fundamental to every marketing plan is the collaborative execution by FPI Management corporate executive leadership, and the on-site administrative, leasing, and maintenance teams.

Each property specific marketing plan will contain essential elements:

- ***Product branding***
- ***Rent structure***
- ***Media outreach***
- ***Community outreach/Off-site marketing***
- ***Collateral imaging/Brochure/Business Package***
- ***Website design and implementation***
- ***Referral program***
- ***Staff bonus and incentives***
- ***Resident retention***
- ***Monitor results***

THREE SIXTY RESIDENCES



FPI Management, Inc.

Marketing / Rent Structure

Revenue Management

Consistent with the changing dynamics from printed to electronic media, the dynamic for establishing rents, concessions, lease terms and incentives, is also changing. Historically and customarily, the property owner, portfolio manager, community director, and leasing staff, contribute input to establish the rental template for each property. The recommendation for establishing rents, concessions, lease terms, and incentives is based on interpretation of current market data, and perception of how the subject property competes relative to the market.

This method remains efficient as a means to establish the rental template. It is, however, subjective, and is subject to human bias.

Current technology delivers "Revenue Management Systems" that manage asking rent levels, and lease terms, on a daily basis. Comprehensive data interpretation of market activity, property specific and competing properties, physical attributes, and amenities, drive the software.

In as much as Revenue Management Systems are mechanical, they are objective and not subject to human bias. FPI Management has experienced that these Revenue Management Systems have had significant positive impact on ultimate revenues. These systems are designed to produce maximum revenue and maximum occupancy.

FPI Management has "rolled out" two separate Revenue Management Systems on a sizeable population of FPI Management market rate properties. Subsequent to completion of the testing period, FPI Management will be making Revenue Management Systems available to all market rate FPI Management clients.

RAINMAKER
Profit Optimization Software™

MPF YIELDSTAR
Asset Optimization Systems

FPI Management, Inc.

Marketing / Outreach

Dynamics of marketing apartment communities have changed significantly over the past few years. Electronic media has outpaced the use of historical print media.

In addition to online outreach, prospective renters have embraced social media. Companies have been using social media primarily as a general communications tool - mostly for public relations and marketing. At FPI, we've discovered that social media is now an essential tool for customer engagement – providing lead generation, immediate customer contact, supervised blogs, and customer interaction.

FPI Management operates with access to diverse outreach resources, as follows:

Internet Marketing

Facebook
Twitter
Rentals.com
Yelp
Apartment Finder.Com/Community Sherpa
Craigslist.org
Apartments.com
ForRent.com
Apartmentguide.com
FPI Management website (www.fpimgt.com)
Specific property website

Printed Advertisement

For Rent Magazine
The Apartment Guide
Newspaper

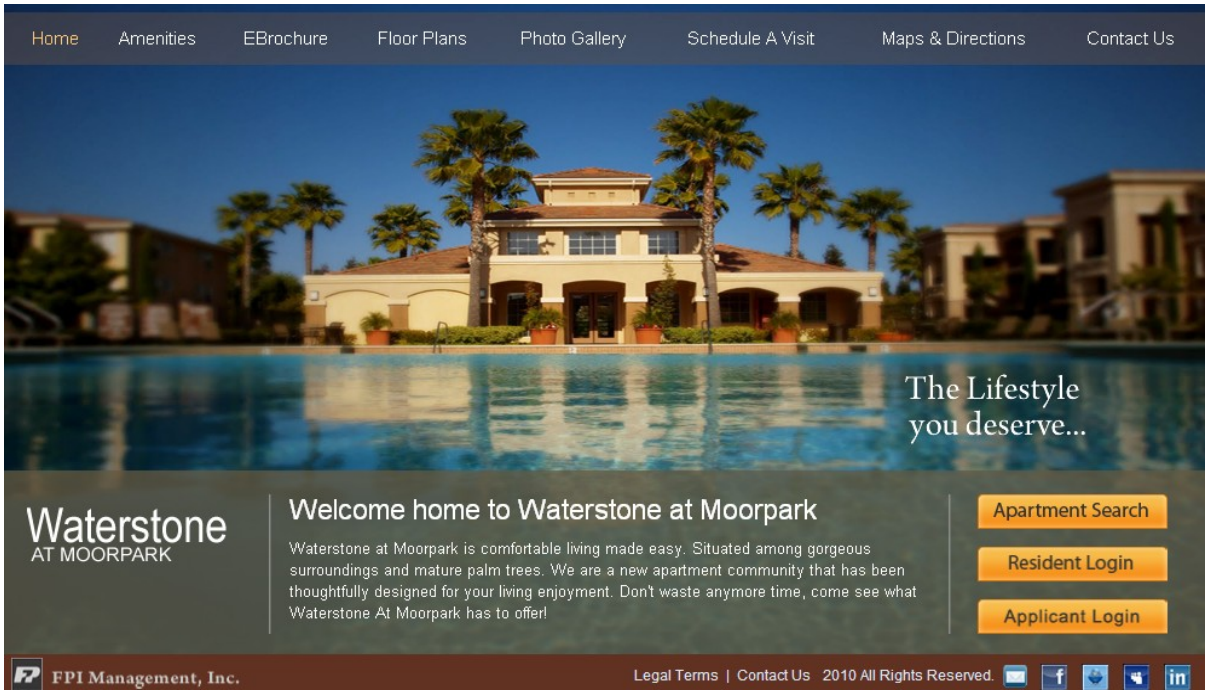
The Portfolio Managers work closely with the Account Executives and the FPI Management Senior Vice President of Marketing to design and implement effective outreach strategies.

FPI Management is able to obtain the highest level of discounts offered through these vendors via volume pricing. Many of these sources have zero cost to the owner, or are paid only if a new move in occurs as a direct result of an ad placed with the provider.

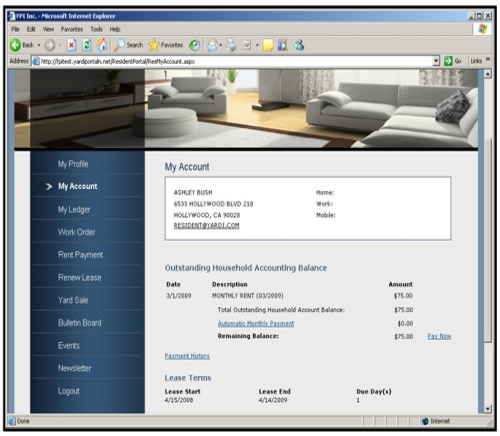
FPI Management, Inc.

Marketing / Resident Services Portal

Our commitment to cutting-edge technology coupled with superior customer service can also be seen via our Resident Portal. We offer prospective clients as well as current residents a full service, web-based leasing and communication center.



Features:



- Prospective clients can select a unit, complete their application, and pay their holding deposit, and application fees.
- Current residents have the ability to pay rent online.
- Work orders can be submitted electronically.
- Instant access to tenant ledgers.
- Residents can view and post to Community Classifieds.
- Community events and calendars can be viewed online.

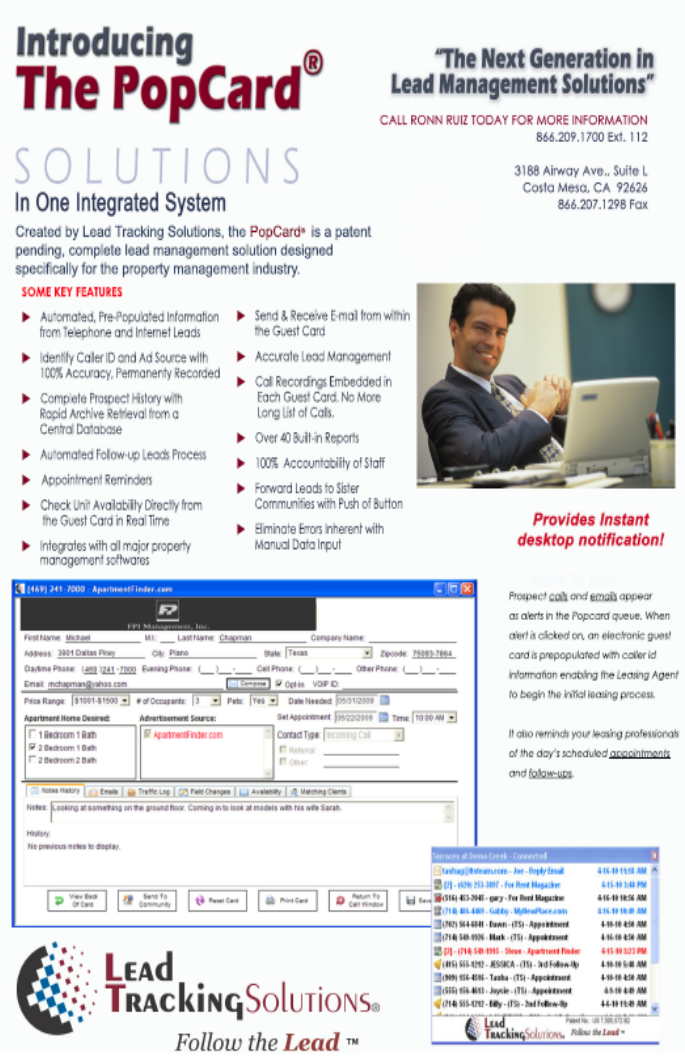
FPI Management, Inc.

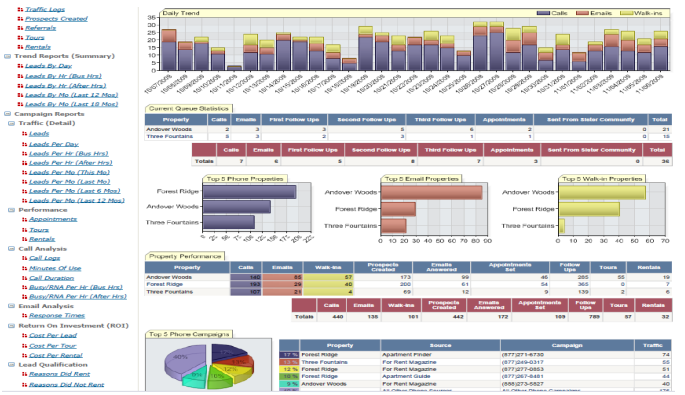
Marketing / Lead Tracking Solutions

FPI Management, Inc. strives to manage every potential lead and we have the technology to make it possible. All phone calls are captured in our lead-management system. A leasing consultant selects a guest card from the contact queue which is automatically pre-populated with caller information and the source of advertising. The leasing consultant then completes the remainder of the guest card while on the phone with the customer. Automatic recordings of each call are also provided.

Additionally, internet leads are captured and contain pre-populated information for a potential resident. Within a guest card, leasing consultants also have the ability to respond to emails, create attachments, and forward leads to sister communities with the push of a button. Our system also notifies the office team of automatic reminders for follow-up and appointments.

Reporting is key when managing leads. The built-in dashboard within the Pop Card program enables users to pull more than 40 traffic, marketing and cost-per-lead, and portfolio summary reports. Best of all, the Pop Card software integrates directly with our Yardi Voyager property management program. Standard and custom reports are available within Yardi Voyager that produce detailed leasing results in addition to traffic and marketing activity.





FPI Management, Inc.

Staffing / Human Resources

FPI Management currently employs approximately 1,600 field personnel. FPI Management culture and industry recognition, has established FPI Management as a destination employer.



Recruiting, Training, Retention

FPI Management has a significant on-going recruiting, training, and retention process:

FPI Management, Inc. utilizes multiple sources for recruiting available employment positions.

- FPI Management Hot Job List – This list is updated and forwarded with each FPI Management payroll to identify available field positions (See Attached). This process encourages promotions within FPI Management as well as employee referrals.
- PMJOBS.com – Ads are placed for available positions.
- Career Days are held in geographic areas of employment opportunities. An interview team is utilized to interview candidates and hire employees at the Career Day.
- The FPI employment application is located on the FPI Management web site and can be downloaded and submitted to FPI Management. FPI Management receives numerous applications on a daily basis at the corporate office.
- All applications are maintained by employment position for 90 days and utilized when open positions are available.

FPI Management, Inc.

Staffing / Human Resources

FPI Management, Inc. provides a comprehensive training program for all employees.

Training is provided in the classroom and on-line. Each FPI Management employee will successfully complete the following courses:

- Marketing/Sales
- Regulatory Compliance
- Risk Management
- Fair Employment
- Equal Housing
- Fair Housing Compliance
- OSHA Safety Practices
- Environmental Issues
- Landlord/Tenant Laws
- Preventative Maintenance Programs and Techniques
- Automated Accounting Systems

On Line training is provided through Grace Hill, which has collaborated with FPI Management to develop training classes in the following areas:

Human Resource procedures, OSHA procedures, Blood Borne Pathogens procedures, Community Director training

On-the-Job training is essential in the development of employee talent. Each employee will receive field support from the FPI Management corporate staff, as well as experienced in-place associates.

FPI Management, Inc. promotes employee retention by:

- Validating the employee's contribution to the team and success of the property.
- Opportunity for Advancement.
- Competitive Benefit Package.
- Structured Operations where the employee understands expectations.
- Promote corporate culture that fosters a team spirit and establishes FPI Management, Inc. as a destination management company.

FPI Management, Inc.

Staffing / Human Resources

The FPI Management Human Resources Department consists of five full-time employees. FPI Management field employees are paid bi-weekly. All full-time employees (32 hours or more) per week are eligible for health insurance benefits as part of the compensation package.

FPI Management directly monitors workers compensation claims to minimize workers compensation insurance costs. FPI Management has developed a comprehensive workers safety program. The presence of the workers safety program has been effective in managing workers compensation rates. FPI Management utilizes the services of ProBusiness to physically prepare the payroll checks.

The FPI Management, Inc. HR Department, monitors the following fundamentals in the employment process:

- Completion of an employment application prior to interviewing.
- Acknowledgement of the employment position job description.
- A standard interview questionnaire is utilized for all interviews to evaluate qualifications of all candidates.
- Formal personal interview with appropriate FPI Management executive.
- Successful completion of background and drug test.



FPI Management, Inc.

Accounting

Structure

The FPI Management Accounting Department prepares approximately 400 financial statements on a monthly basis. These are GAAP financial statements, including Balance Sheet, Profit & Loss and customary schedules. The format of the financial statement can be modified to meet the client's specific needs.

The FPI Management Accounting Department is lead by the following executive team:

Chief Financial Officer (CPA)	Mike Watembach	20 years – FPI
Controller	Han Ju Morrow	15 years – FPI
Asst. Controller	Bev Christopulos	15 years – FPI
Asst. Controller	Tara Becker	1.5 years – FPI

The FPI Management Accounting Department consists of approximately 40 GL and AR technicians.

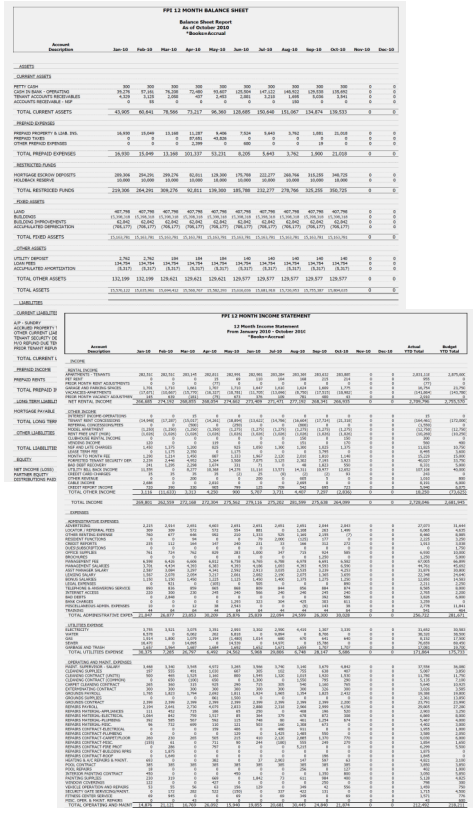
Managing the Financial Process

The financial process is initiated with the on-site collection of income and security deposits. On-site administrative staff deposits all income on a daily basis. The deposit data is immediately transferred to FPI Management Corporate for input.

On-site staff is the first recipient of all vendor and service provider invoicing. On-site staff is responsible for appropriate account classification, approval and forwarding to FPI Management for accounting review, input and Portfolio Manager approval. The on-site Community Director reviews and approves all month-end accounting activity which includes rent rolls, delinquency, collections, security deposits, etc.

The FPI Management Accounting Department assembles invoices, validates proper classification, and subsequently provides a general ledger, balance sheet and profit and loss statement. All financial statements are reviewed by a Senior Accounting Manager. The Portfolio Manager reviews and approves invoices and authorizes disbursements via a weekly aged trial balance. The Portfolio Manager reviews the draft profit and loss statement before the completed statement is sent to the client.

All financial statements are reviewed at the senior executive level, by a Vice President or the President. Executive comments are forwarded to the Portfolio Manager for explanation and response.



FPI Management, Inc.

Information Technology

Accounting Software/Property Management Software

FPI Management, Inc. utilizes Yardi software for both accounting and property management operations software. Yardi operates using a Microsoft SQL 2000 (with SP3) database. Site personnel and owners can access Yardi via a remote connection using the FPI Management Citrix server.

Each FPI managed property has a designated e-mail address that is configured specifically for the property using the FPIMGT.Com domain name convention. FPI Management's e-mail system is based on Microsoft Exchange 2000 technology.

FPI Management operates the individual properties with Yardi Voyager Software for rental receipts, accounts payable, general ledger, and financial statements. Site staff access and input data via a Citrix server over an Internet connection to data files hosted and maintained at FPI Management's corporate office. Applicant data, marketing data and maintenance management data can be utilized with this software. Data and financial reports can be accessed by owners on-line if desired or e-mailed directly using HTML format. Yardi reports can also easily be dropped into Excel or Word documents. For more information on Yardi Voyager, please see website printout. Each property will be assigned a designated e-mail address and added to the FPI Management e-mail group.

Customary monthly reports include the following:

- Balance Sheet
- Profit and Loss with Budget Comparison
- Schedule of Disbursements
- Schedule of Accounts Payable
- Schedule of Tenants Accounts Receivable
- Print Out of General Ledger
- Rent Roll

YARDI

FPI Management, Inc.

Information Technology

Accounting Software/Property Management Software

The FPI Management IT and Residential Services Departments support all software and hardware for Yardi accounting and property management functions.

On-site and corporate personnel are trained on the Yardi system at FPI headquarters in Folsom, CA. FPI Management IT and Residential Services are also available, as needed, to provide training and support at the site specific location.

If the client requires customized reports, the FPI Management IT Department can make minor changes to current SQL scripts used by Yardi. This type of change includes moving the location to where an account may appear in the report, headers and totaling accounts. Minor changes would take a few days.

Requests beyond basic changes require the services of a Yardi programmer or a third party provider. A newly created report, requiring complete original programming, can be completed within one month. Numerous special reports have been created over the past few years to accommodate owner's specific needs.

Yardi software is a web based system. FPI Management clients have real time access to all property financial activity. Yardi software is also integrated with the Yardi portal, providing residents with real time access to their accounts, on-line rent payments, maintenance requests, and calendar activities. Yardi software is also fully integrated with leading edge industry standard providers, i.e. Yieldstar, Rainmaker, Property Solutions, Lead Tracking Solutions, RUBS providers, and Compliance Depot.



FPI Management, Inc.

Property Management Fee Structure

FPI Management, Inc. delivers comprehensive property management services at very competitive rates. Fee structure is based on:

- Number of properties
- Unit count
- Geographic location
- Condition of property
- Rent levels
- Regulatory requirements (if any)
- Review of property financial status

FPI Management prides itself, in that it is a 100% fee for service provider, dedicated exclusively to multi-family property management. FPI Management has no ownership interest in any property that it manages. FPI Management does not operate with any captive service providers. All service contracts are negotiated at arms length, in the best interests of the client. FPI Management does not have any conflict of interest with any internal ancillary profit centers, i.e. utility billing services, credit check services, property or renters insurance.

FPI Management clients appreciate the value delivered from the services provided. Each and every property managed by FPI Management, benefits from the “horsepower” of a 60,000 unit company, with over 1,600 professional individuals on staff.



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SAN FRANCISCO, CA 94105

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www.orrick.com

October 1, 2012

Justin Cooper
415.773.5908
jcooper@orrick.com

Kofi Sefa-Boakye
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Re: California Statewide Communities Development Authority

Ladies and Gentlemen:

The California Statewide Communities Development Authority ("CSCDA") is a joint exercise of powers authority created under the California Joint Powers Act (California Government Code Section 6500 and following) (the "Act"). Pursuant to the Act and an Amended and Restated Joint Powers Agreement among a number of cities, counties and special districts within the State of California (the "Agreement"), CSCDA is authorized to issue revenue bonds and certificates of participation for the benefit of conduit borrowers.

CSCDA issues bonds on behalf of the CSCDA member (the "Program Participant") in whose jurisdiction the project is to be located, in this case, the City of Compton (the "City"). Pursuant to Section 9 of the Agreement, CSCDA may not issue bonds or other forms of indebtedness unless the governing body of the Program Participant approves their issuance. Furthermore, **Section 147(f) of the Internal Revenue Code of 1986 requires that the proposed financing be approved by a governmental unit having jurisdiction over the area in which the facility to be financed is located. A financing will be treated as having been approved by a governmental unit if "the applicable elected representative" of such governmental unit (in this case, the City Council) approves such issue after a public hearing following reasonable public notice of such hearing.** Thereafter, pursuant to applicable state law, the bonds are issued as limited obligations of CSCDA, not of the City, payable solely out of the revenues and receipts derived from the applicable project or the loans made by CSCDA to the respective borrower with the proceeds of the bonds.

Specifically, Section 8 of the Agreement provides that "[t]he Bonds, together with the interest and premium, if any, thereon, shall ***not*** be deemed to constitute a debt of any Program Participant...or pledge of the faith and credit of the Program Participants...Neither the Program Participants nor…shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto…" (emphasis added) The Agreement also expressly

ORRICK

provides that CSCDA is a public entity separate and apart from the Program Participants, and "[i]ts debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to [the] Agreement."[1]

Accordingly, the bonds issued for the project will be indebtedness of CSCDA, and the City will not be asked to approve or execute any of the financing documents. Moreover, the disclosure prepared for the bonds will not have any information regarding the City and will not include the City's name, other than with respect to where the project is located. The documents will be made available for your review if you would like to receive copies.

In order to further limit CSCDA's financial liability and that of its Program Participants, CSCDA requires that in connection with the loan of bond proceeds to a borrower, such borrower must indemnify CSCDA and the applicable Program Participant (the City) from all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character relating to the applicable bonds and project. In this case, such indemnification will include the City. We call attention, however, to the fact that such obligation may be subject to bankruptcy, insolvency, reorganization, arrangement and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to possible limitations on legal remedies.

I have provided you this letter at the request of Michael LaPierre, CSCDA Program Manager. Do not hesitate to contact me if you have further questions with respect to this matter.

Sincerely yours,

Justin Cooper

[1] See Cal. Government Code Section 6508.1. "...the debts, liabilities, and obligations of the agency shall be debts, liabilities, and obligations of the parties to the agreement unless the agreement specifies otherwise."

ROEM® CORPORATION

AFFORDABILITY AT ITS BEST®

August 17, 2012

Dr. Kofi Sefa-Boakye
Director
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Dr. Sefa-Boakye:

Pursuant to conversations between ROEM Development Corporation (ROEM), CSCDA, and the City of Compton (City) regarding the scheduling of a TEFRA Hearing for Park Village Apartments, we have included with this letter a response to those items requested in your 8/6/12 email. As you outlined in that email, the proceeds of tax exempt bonds will be used to help finance site acquisition and rehabilitation expenses. It is our ultimate objective to expend funds in such a manner that the long-term viability of the project can be ensured, as we personally will bear the risk of failure. We have successfully completed over 2,000 units of affordable housing as an owner-operator and are excited to add the Park Village Apartments to our area portfolio of award-winning projects.

Below is a list of numbered responses to items requested in your 8/6/12 email to CSCDA. Some responses refer to named attachments which cover the request in greater detail. Please contact us with any follow up questions or requests at your convenience.

1. Development Proforma

A "Development Proforma" package has been attached which includes development sources and uses as well as projected annual operating income and expenses.

2. Tangible Community Benefits

The rehabilitation of Park Village Apartments will include nearly $8,000,000.00 in site, building, and unit renovations focused on asset stability, beautification, and the improvement of amenities for residents and their guests. This infusion of capital into the local construction industry will provide short term employment opportunities and also help support long term employment. The final product will attract a high quality tenant and promote a pride of residency found in successful neighborhoods and communities. Additionally, a strict implementation of residential policies will protect not only the quiet enjoyment of other residents, but ensure this community never becomes a safe-haven for undesirable or illicit behaviors.

3. Financial Qualifications

ROEM completed five projects in 2011 and currently has 7 projects with over 700 units under construction in 2012. The financial relationships with lenders and investors forged over our 33 years of business have been fortified over the past decade due to the high volume of development we've overseen. Specifically, Citi Community Capital and The Alliant Company have expressed intent to partner with ROEM in the redevelopment of the Park Village Apartments. We are positioned to aggressively negotiate favorable financing terms which allow us to focus on capital improvements, resident services, and the reserves needed to ensure proper maintenance and management throughout the life of the development.

4. Development Entity

See page 5 of the attached "About Us" document. The Limited Partner investor in the LP entity is envisioned as The Alliant Company; however, this will be more formally decided in the coming weeks as we prepare our applications for request of an allocation of tax exempt bonds and low income housing tax credits. The non-profit Managing General Partner will be Pacific Housing, Inc. Pacific Housing is an experienced partner

with whom we have worked on many projects. Aside from the LP entity, ROEM as the developer and owner-operator will not be joint-venturing with any other development interest.

5. Development Team

See page 5 of the attached "About Us" document. You will note that a ROEM-affiliated general contractor / construction manager is a key member of our project delivery team. This integrated approach streamlines the rehabilitation process, saving time and money while minimizing disruption to existing tenants.

6. Resident and Local Hiring

As an integrated developer-builder we rely heavily on the local expertise of companies and tradesman. We regularly bid to local vendors and make selections on a competitive basis. Resident managers, maintenance teams and contract vendors typically reside near or within our projects. Though this project will not be subject to Section 3 requirements, we are familiar with those practices and do not discriminate in the solicitation of consultants, contracts, and vendors.

7. Experience of Key Individuals

See the "About Us" attachment or www.ROEMcorp.com for experience relating to the ROEM team and its affiliated entities. The consultant team includes Withee Malcolm Architects (www.witheemalcolm.com), MJS Design Group (www.mjsdesigngroup.com), and SWCE Civil Engineering. These renowned architects and planners have successfully worked with ROEM and other reputable owner-operators to provide high-quality affordable living environments throughout California. All three design firms are local to the Los Angeles area and are excited to contribute to the renewal of Park Village Apartments.

8. Responsible Party

Jonathan Emami, Vice President of ROEM Development Corporation, will be responsible for and has the authority to make decisions on behalf of ROEM. Jonathan can be reached at 408.984.5600 or jemami@roemcorp.com.

9. Previous Developer Experience

See "About Us" attachment for a sampling of significant projects recently completed and under construction.

10. Conceptual Design

See attached "Conceptual Design" attachment. In the attached you will see a conceptual landscape plan identifying proposed amenities and revised common area layouts to improve circulation, passive and active use, site lighting, and overall aesthetics. Following the landscape plan you will see an architectural package showing a coordinated building layout, revisions to the community office room, the addition of laundry rooms, and modification of building entries to provide a modern look and practical improvements. More comprehensive plans will be made available as the design progresses and improvements are detailed.

11. Lender Commitments

Strong verbal interest and support has been expressed from financial partners. Formal lender commitments will follow the successful reservation of over the counter tax exempt bonds and low income housing tax credits.

12. Rehabilitation Scope

See item 10 above regarding site and building improvements. Other contemplated scope includes the undergrounding of utilities and services, the complete removal and restoration of unit utility fixtures (i.e. plumbing, electrical, and mechanical), new flooring finishes, paint, windows, window coverings, hardware, site lighting, and building entry accessibility considerations.

13. Resident Services

Our team is dedicated to ensuring the ongoing well-being of community residents and works in close partnership with Pacific Housing, FPI Property Management, and our own asset management team to incorporate our highly successful resident services program. Our services target financial literacy, family management practices, after school studies, English as a Second Language courses, fitness/wellness classes, and other programs structured to provide residents with the tools required to empower self-sufficiency. Providing top quality programs has been critical to the longstanding success of our affordable housing portfolio.

14. Open Space

See Item 10 above.

Sincerely,

Jonathan Emami
Vice President

DA/je

Enc: 3

Cc: Scott Carper, CSCDA
Chuck Treatch, ROEM

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Community Redevelopement**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE PARK VILLAGE FAMILY APARTMENTS**

Kofi Sefa-Boakye — **10/17/2012 6:03:30 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **10/18/2012 5:41:05 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **10/18/2012 6:20:00 PM**
CITY CONTROLLER — DATE

G. Harold Duffey — **10/18/2012 5:37:41 PM**
CITY MANAGER — 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.

October 23, 2012

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **ALITA GODWIN, CITY CLERK**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION VI OF THE COMPTON MUNICIPAL CODE ADDING SECTION 6-22 AUTHORIZING THE CITY TO CONDUCT ALL-MAIL BALLOT ELECTIONS**

SUMMARY

This ordinance authorizes the City of Compton to conduct City Elections by all mail ballots on any established election date, whether under the California Elections Code or the City Charter, by resolution of the City Council, for any purpose, including but not limited to the election of municipal officials or officers, or for any other measure to be submitted before the voters.

BACKGROUND

At the request of the City Council staff was asked to prepare a report regarding all mail ballot elections since a majority of voters cast their ballots by mail. States such as Oregon, Colorado, Florida, Kansas, Minnesota, Missouri, Montana, Nevada, New Mexico, North Dakota and Washington State allow mail-in voting. California cities such as Burbank, Modesto, Santa Barbara, Pasadena and Seal Beach conduct elections using all mail ballots. The City Clerk's Association of California and the League's City Clerk's Department strongly support all-mail ballot elections.

STATEMENT OF THE ISSUE

Pursuant to the provisions of the City Charter, the City of Compton will hold a Primary Nominating and General Municipal Election on Tuesday April 16, 2013 and June 4, 2013 for the election of a Mayor for a full term of four (4) years, two (2) Members of the City Council for a full term of four (4) years, a City Attorney for a full term of four (4) years, a City Treasurer for a full term of four (4) years, a City Clerk for a full term of four (4) years and for the submission to the qualified voters of a proposed ordinance amending the City Charter. In order to commence the election process, the California Elections Code requires that City Council adopt certain resolutions.

The City's Charter and Municipal Code are currently silent on the issue of all mail ballot elections. Section 1304 of the Charter provides that "Unless otherwise provided by ordinance, all elections shall be held in accordance with the provisions of the Elections Code of the State of California insofar as the same are not in conflict with this Charter." However, The California Elections Code Section 4000, governing mailed ballot elections, only authorizes mailed ballot

elections for a limited scope of issues, which does not include general elections for municipal officials and officers. Therefore, without an amendment to the Municipal Code, the City would not be legally authorized to conduct a General and Primary election by all mail ballot.

The attached Ordinance for City Council consideration establishes that the City may, by resolution of the City Council, conduct all mail ballot elections for any City elections including, without limitations, general and primary municipal elections for the purpose of electing municipal officials or officers or for any measure to be submitted to the voters.

ALTERNATIVE

Not adopt the attached ordinance and all mail ballots elections would not be allowed.

FISCAL IMPACT

Upon approval of the all mail ballot elections, the cost savings would be approximately $100,000.00.

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached Ordinance.

ALITA GODWIN, CMC
CITY CLERK

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION VI OF THE COMPTON MUNICIPAL CODE ADDING SECTION 6-22 AUTHORIZING THE CITY TO CONDUCT ALL-MAIL BALLOT ELECTIONS

WHEREAS, the City Council of the City of Compton allows municipal elections in the City of Compton to be held in accordance with the City Charter, Compton Municipal Code and the Elections Code of the State of California; and

WHEREAS, the California Elections Code allows certain local elections to be conducted only by mail, provided that the City has adopted an ordinance authorizing all mail ballot elections; and

WHEREAS, the City Council of the City of Compton desires to adopt such an ordinance, so that all-mail ballot elections may be conducted in the City.

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

SECTION 1. Chapter VI (Election Procedure) of the Compton Municipal Code is hereby amended to read as follows:

Section 6-22 All-Mail Ballot Elections.

Pursuant to Section 1304 of the Charter of the City of Compton, the City Council may, by resolution, authorize municipal elections to be conducted wholly by mail ballots in addition to the Calling Elections; Establishing Election Precincts Ordinance set forth in section 6-2 of this Chapter. Such elections shall be conducted in accordance with the provisions of this Chapter, the Charter of the City and the Election Code of the State of California, as now exists or may hereafter be amended.

Section 6-23-6.24 Reserved

SECTION 2. Effective Date. Pursuant to Government Code Section 36937(a), the City Council finds that this Ordinance relates to an election and, therefore, becomes effective immediately upon adoption by a majority vote of the City Council.

SECTION 3. That a certified copy of this Ordinance and a certified copy of Compton Municipal Code Section 6-1 shall be filed in the offices of the City Clerk and City Attorney

SECTION 4. That the Mayor shall sign and City Clerk attests to the adoption of this Ordinance.

ADOPTED this _____ day of _____, 2012.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

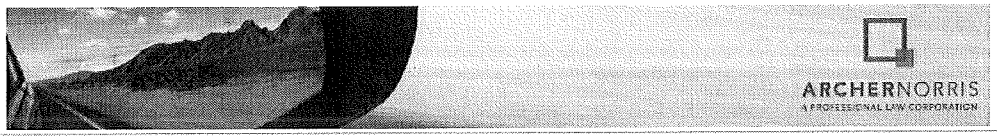
I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this _____ day of _____ 2012.

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

AYES: COUNCIL MEMBERS-
NOYES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

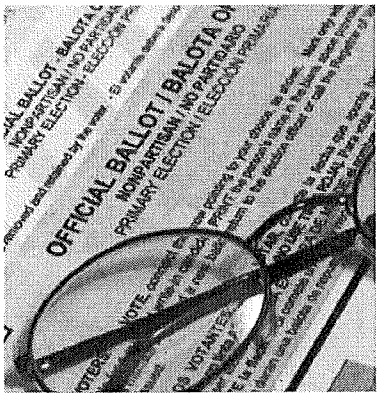
_____
CITY CLERK OF THE CITY OF COMPTON

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Will California's Future Bring All-Mail Ballot Elections?

BY EVA SPIEGEL



Eva Spiegel is communications director for the League and can be reached at espiegel@cacities.org.

In the ongoing struggle to make the most efficient use of limited resources, cities are examining the costs associated with holding elections. While elections are an integral part of city government, running them isn't cheap. That's why the City Clerks Association of California and the League's City Clerks Department strongly support an all-mail ballot.

The number of Californians registered as permanent absentee voters who vote by mail is on the rise. People are leading increasingly busy lives, and for many it's more convenient to read the ballot and cast their vote at their own kitchen table instead of at a polling place after work.

California began allowing voters to register as permanent absentee voters in 2001. The secretary of state's office reports that 16.9 million of California's 23 million eligible voters were registered to vote as of Jan. 5, 2010. In the May 2009 statewide election, more than 5.8 million Californians voted by mail.

Election Costs Spur Support for Voting by Mail

It's expensive to run an election. When the cost of training poll workers and operating polling sites is compared to historically low turnout, the cost per voter is astronomical. Fred Smoller, Ph.D., directs the master's of public administration program at Brandman University in Orange County and has been studying vote-by-mail elections. He advocates for widespread implementation.

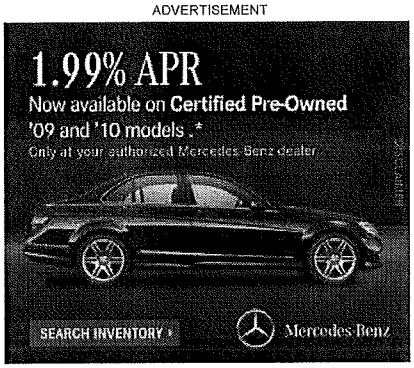
For Smoller, the key issues are the integrity of the democratic process and the expense of running elections. He says that concerns about potential voter fraud are unfounded: Unlike voting at a polling place, when you vote by mail your signature is compared and verified against your signature on file with the county registrar.

Smoller points out that the economics of elections have great implications for a state struggling with massive deficits year after year. "With a $20 billion budget deficit, every stamp is a savings," he says.

Topics

Community Services
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Land Use & Planning
Personnel
Public Safety
Public Trust & Ethics
Public Works & Infrastructure
Youth

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"Think about what elections cost," Neal Kelly, Orange County's registrar of voters, prepared a report in April 2009 on voting by mail. According to Kelly, all-mail ballot elections would save the county upward of $200,000 per election.

This has California's city clerks clamoring for an all-mail ballot system. Currently only charter cities have the power to conduct city elections by mail; general-law cities are governed by the state's election laws.

Four California cities — Burbank, Modesto, Santa Barbara and Seal Beach — conduct elections using all-mail ballots. Burbank was the first to implement the system in a 2005 city election. Burbank City Clerk Margarita Campos became interested in all-mail ballots after the city tried it in 2001 for a special election that garnered one of the highest turnouts ever. "What interested me is that it provided a real safeguard against voter fraud," she observes.

Campos sees huge benefits to her city's decision to implement an all-mail ballot system of elections. "I'm happy that our city council had the foresight to do this," she says. "It was a wise decision — one that will continue to pay off. Other cities will realize this is the way of the future."

Santa Barbara conducted its first all-mail ballot election in 2009 after studying Burbank's success. The city decided to pursue this type of election as a means of cutting costs. After Santa Barbara County estimated that it would have to charge the City of Santa Barbara between $550,000 and $600,000 to run a stand-alone city election in 2007, the city opted to run its own election for the first time. At a cost of $280,000, the election proved much cheaper for the city than if it had contracted with the county.

The city was able to save another $40,000 by switching to an all-mail election two years later. Each registered voter received the election materials by mail, along with a stamped envelope to return the ballot. The city offered seven drop-off locations for voters who wanted to go to the polls and plans to continue this hybrid system. In the end, approximately 23,000 voters participated in the election — two-thirds of them voted by mail. With voter turnout at nearly 50 percent, the highest in 30 years of Santa Barbara stand-alone city elections, Assistant City Manager Marcelo Lopez considers the 2009 effort a great success.

Along with concerns about fraud, some people who oppose an all-mail ballot system in California cite the loss of the shared community experience of casting your ballot at a polling site in your neighborhood. Smoller compares this belief to other cultural changes. "I like my vinyl albums but I get everything through my iPod now," he says. "Nostalgia is nice but this is where we are."

Shalice Tilton, Buena Park city clerk, serves as the legislative director for the City Clerks Association of California and doesn't think all-mail ballot elections threaten democracy. "Some of the arguments are that it will disenfranchise people, it's a community experience, an American tradition," she remarks. "But communal experiences still happen, because during the drop-off period there are all types of election activities, including promotion and public education."

Oregon and Washington Are Vote-by-Mail Trendsetters

Vote-by-mail elections are nothing new in two Western states. Thirty-eight of Washington's 39 counties conduct their elections using all-mail ballots. Pierce County, where Tacoma is located, is the only county that still maintains polling sites in the state.

Oregon first tested voting by mail in 1981. An overwhelming majority of voters — 70 percent — approved a November 1998 measure requiring all-mail ballots for primary and general elections. As a result, Oregon reduced election costs from $3.4 million to $2.8 million between 1998 and 2000.

Former Oregon Secretary of State Bill Bradbury wrote in The Washington Post on Jan. 1, 2005, about the benefits of all-mail ballot elections, including protecting against voter fraud. Bradbury cited the fact that not only does the process cost 30 percent less than a traditional election that uses polling sites, but it also increases voter participation. Smoller agrees, asserting that all-mail ballots increase voter participation on average by 4 percent with each election.

Only one case of voter fraud has been reported in Oregon, according to Orange County Clerk-Recorder Kelly's study. None have been reported in Washington.

Assembly Member Yamada Pushes Vote-by-Mail Pilot in Yolo County

Assembly Member Mariko Yamada (D-Davis) wants her county, Yolo, to become the testing site for all-mail ballot elections. She has introduced AB 1681, a bill that would allow Yolo County to conduct up to three all-mail local elections and conduct a study to gather information on voter participation, voter demographics and election costs. Upon completion of the study, the Yolo County registrar of voters would send a data report to the Legislature and California secretary of state to help determine if all-mail ballot voting is a successful format for local elections and whether it is worth expanding to future elections. "The fact that it has worked in other states for decades and has increased participation over time means to me that it's valid as a point of study in California," says Yamada.

Gov. Arnold Schwarzenegger vetoed AB 1228 in 2009, another bill authored by Yamada that would have implemented a similar pilot study in Yolo and Santa Clara counties. However, Yamada is encouraged about AB 1681's future and says her office is working with the governor's office to mitigate any concerns. The League supports AB 1681; so do the City Clerks Association of California, Disability Rights California, Orange County Taxpayers Association and Regional Council of Rural Counties.

Yamada predicts that the legislation will help increase voter participation because it can be difficult for the elderly and people with disabilities or other challenges to get to the polls. She's also curious to discover whether there are partisan implications to vote-by-mail elections. Permanent absentee voters tend to be more conservative. However, a 1998 University of Michigan study found that mail ballots did not directly impact mobilization or retention of Democrats or Republicans.

Yamada thinks that Yolo County, with its mix of urban and rural communities, is an ideal area for studying all-mail ballots. Half of the county's 200,000 residents are registered to vote. "Exercising the right to vote is the basic building block of our democracy," she says. "Many people fought for and died for the right to vote. We should support any effort to protect and strengthen the privilege."

All-Mail Ballots Are Inevitable

The issue of whether California will join Oregon as a state with all-mail ballot elections may not be settled in the immediate future, but it's not going away. As communities continue looking for ways to cut costs and maintain vital services, this election format offers an easy option for significant savings. It also accommodates the preferences of voters who are increasingly opting to vote by mail.

"It's working in Oregon, it's working in Washington," says Smoller. "We know it works. This is coming. It's just a question of how high the number of people who permanently vote by mail has to go before it's switched."

This article appears in the June 2010 issue of Western City
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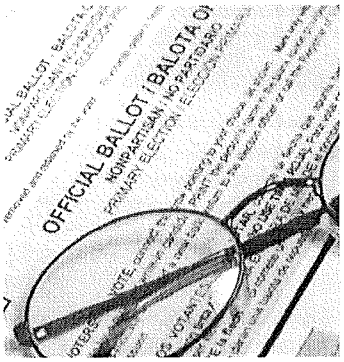
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All-Mail Ballot Local Elections Coming to Yolo County

Written by David Greenwald

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Critics Complain About Possibility of Voter Fraud, But Studies Show Few Instances of Confirmed Voter Fraud in Absentee Voting -

In May, the Davis School District held an all-mail election for the parcel tax. For all of the acrimony generated mainly by one columnist for a local paper, the election came off without a hitch, as it has in numerous other communities and, indeed, in entire states.

By holding an all-mail election, the election generated a somewhat higher turnout than similar off-year elections in past years. The November 2007 elections that featured school board candidates and the Measure Q parcel tax had just a 32.8 percent turnout, and in 2009 Measure P had a 33 percent turnout. For the May 2011 Measure A vote, the turnout was 38%.

While that number is not much higher, for their efforts, the school district saved perhaps $200,000 over what they would have spent had it been a conventional election.

Or, perhaps not quite that level of savings. Freddie Oakley reported that the Measure P election cost $220,000 while the Measure A election cost just $93,000. That still represents a substantial savings.

Now, legislation authored by Assemblymember Mariko Yamada will allow an all-mail voting pilot project to come to Yolo County. After three attempts, the legislation was signed into law on Monday by Governor Jerry Brown.

The new law will analyze the effects of all-mail ballot voting on local elections and report the findings back to the Legislature, according to a release from Assemblymember Yamada's office.

"We are very pleased to have this bill signed on its third attempt, and with bipartisan support," said Assemblymember Yamada. "A defining feature of this pilot elections program is in its study element. The data collected on the effects of all-mail ballot voting may help guide the future of elections in California."

The administration and cost of traditional poll voting has become increasingly burdensome to local districts during this period of economic difficulty. At the same time, with each election, more and more voters are choosing to exercise their right-to-vote by choosing permanent Vote by Mail (VBM) status. Voting by mail is also emerging as a more efficient way to conduct an election.

The Yolo County Clerk-Recorder can now conduct up to three (3) local elections using mail ballots as the primary voting system. These elections would not be held on the same date as general or statewide elections. At least one polling location per city will remain open on Election Day to accommodate those who are unable or prefer not to vote using a mailed ballot. Secure ballot drop off locations, established by the county, will also be available to make it easy and convenient for the voter to deliver his or her ballot.

Yolo County will then be required to report the outcomes of the all-mail ballot elections to the Legislature. The report will include statistics on cost, the turnout of different populations, the number of ballots that were not counted and the reasons why they were rejected, any voter fraud problems and any other problems that became known to the county during the election. The report will compare the success of the all-mailed ballot elections to similar elections not conducted as all-mailed ballot elections in Yolo County.

Governor Schwarzenegger vetoed two similar bills by Assemblymember Yamada, AB 1228 of 2009 and AB 1681 of 2010.

"I appreciate Assemblymember Yamada's perseverance and hard work on this legislation on behalf of Yolo County," said Yolo County Clerk-Recorder Freddie Oakley. "We look forward to conducting this study and expect to find that these elections save money and improve voter turnout in local elections."

AB 413 will go into effect on January 1, 2012 and sunsets on January 1, 2018. The report must be delivered to the Legislature within six months after the date of the final all-mailed ballot election outlined in the bill.

Critics of voting by mail have cited a 2001 report by the Federal Election Commission in which they find, ""Growing use of absentee voting has turned this area of voting into the most likely opportunity for election fraud now encountered by law enforcement officials."

The report adds. "These opportunities for abuse should be contained, not enlarged."

The issue of election fraud has been overblown in general, and empirical data does not show a rise in fraud resulting from these elections.

As Assemblymember Yamada argues, each signature on the ballot will be checked against the voter's signature on the registration form. That is all that happens now anyway.

As we pointed out back in March and April, when the concern was raised about the Measure A election, over seven million absentee ballots were used in 2010, resulting in no complaints of fraud.

An Annenberg [School for Communications and Journalism at USC] article written on October 21, 2010, suggested that "By Election Day, some 40 percent of California voters may have already turned in their ballots by either voting early or voting by mail."

The article continued, "40 percent of the electorate has requested to vote early with 12 percent of them having already done so."

In 2010, there were more than 7.3 million absentee ballots issued, up from the previous record of 7.1 million in 2008, a year with a much higher overall turnout.

In June 2010, when we had our city council election, county wide about 40 percent of voters are now either permanent absentee voters or routinely request absentee ballots, according to County Clerk Freddie Oakley. That is up from 30 percent in 2006.

Oregon has used an all-mail ballot now since 1998. From 1998 to 2000, Oregon reduced their election costs by just under 20%. Oregon is not alone. The State of Washington is all-mail, except for Pierce County where Tacoma is located.

While critics may be concerned about voter fraud, there has been only one case of voter fraud reported in Oregon and none in Washington.

"The fact that it has worked in other states for decades and has increased participation over time means to me that it's valid as a point of study in California," said Assemblymember Yamada.

The League of Cities writes, "Yamada predicts that the legislation will help increase voter participation because it can be difficult for the elderly and people with disabilities or other challenges to get to the polls. She's also curious to discover whether there are partisan implications to vote-by-mail elections. Permanent absentee voters tend to be more conservative. However, a 1998 University of Michigan study found that mail ballots did not directly impact mobilization or retention of Democrats or Republicans."

They continue, "Yamada thinks that Yolo County, with its mix of urban and rural communities, is an ideal area for studying all-mail ballots. Half of the county's 200,000 residents are registered to vote."

"Exercising the right to vote is the basic building block of our democracy," she says. "Many people fought for and died for the right to vote. We should support any effort to protect and strengthen the privilege."

--David M. Greenwald reporting

Comments (24)

rprice

08/09/11 - 08:32 AM

The fear of voter fraud is actually a red herring, as we know from how ALEC has created a false narrative in order to get legislation passed in conservative states that actually suppress the vote. What we should fear, is that it is actually the electronic scanning and tabulating machinery that can be used to falsely count, record, and tally the vote. Maybe not in Yolo County, but this is proven to be the case elsewhere. Yolo County and the excellent County Board of Elections that should introduce Hand-Counted Paper Ballots. Only by using this system will we really make sure that we have a fair, accurate and honest election result.

hpierce

08/09/11 - 08:35 AM

First, I support the all mail ballot - particularly in Yolo County where Tony Bernhard, Freddie Oakley, and the staff at Elections, have set a 'high bar', and consistently clear it with apparent ease. That being said, understand that there are some consequences - unfortunately, some of the "community" of going to the local polling place and meeting friends and neighbors, will need another venue. HS students will no longer have the opportunity to get credit for taking a day off from school, see the importance of exercising our voting rights, participating in exercising this powerful right (and responsibility) and getting some (hopefully) "soda money" for their effort. Some seniors will lose the bonus of earning ~ $120 for working a day at the polling place.

I've worked a great # of elections as a poll worker. I think the most poignant moment was when an elderly man, with a thick Russian accent, brought his grand-daughter (~ 6) into the polling place, and painstakingly explained each step of the voting process, with the clear intention of imparting to her the sanctity and importance of voting. I'm guessing that there were many years of his life where voting was a "sham".

However, we may not have the luxury of living a Norman Rockwell existence. It appears that it is time to move on, and treasure the memories of the traditional elections. I suspect, at least early on, there will be a small # of polling places, even when we go to the mail ballot. If for no other reason, a 44 cent stamp could be deemed to be a "poll tax", which is illegal.

hpierce

08/09/11 - 08:58 AM

BTW, "absentee voting" is an anachronistic term, and not particularly helpful to the discussion. Used to be that you basically had to prove you had NO CHOICE other than voting by mail. This has not been true in California for decades. Very many people are vote by mail voters (I'm one) who turn in their ballots on Election Day (in case new facts or stupid moves occur at the last minute).

R Roberts (Mister)

08/09/11 - 09:47 AM

> *The League of Cities writes, "Yamada predicts that the legislation will help increase voter participation because it can be difficult for the elderly and people with disabilities or other challenges to get to the polls.*

I am not following the logic here. The elderly and disabled have had the option to vote by mail for years. So IMHO this claim is bogus/pure political theater. Nevertheless, voting by mail does save money, and I'm all for that. As much as I would like to continue

voting in person, for reasons similar to hpierce, from a practical standpoint it probably does not make sense anymore. And I agree w hpierce - I do not vote until "the day of"...

E Roberts Musser

08/09/11 - 09:48 AM

...

Ironically, if you think about it, the all mail-in balloting disenfranchises the elderly and disabled from voting "the day of"...

---

civil discourse

08/09/11 - 10:08 AM

...

I'm sure in person voting costs money, but it seems like money well spent to me. Eliminating any option for voting in order to save money is kind of sad. It seems like voting is pretty important. I'd prefer to see mechanisms to limit the amount of elections rather than options for voting.

RiRkin

08/09/11 - 10:20 AM

...

"In May, the Davis School District held an all-mail election for the parcel tax."

That had nothing to do with this change in the state law. Schools have had this choice for a number of years, and many districts have conducted all mail ballots for years before Davis did it.

RiRkin

08/09/11 - 10:28 AM

...

YAMADA: *" ... the legislation will help increase voter participation because it can be difficult for the elderly and people with disabilities or other challenges to get to the polls."*

ROBERTS: *"So IMHO this claim is bogus/pure political theater."*

Yamada's reasoning about the elderly is flawed here--not surprising for her--but the point does hold that all-mail balloting, ceteris paribus, produces higher turn-out for all groups of voters, both male and female, all income and age and race categories. This has been widely studied by political scientists, ever since Oregon went to all-mail balloting many years ago.

To make Yamada's claim true, I would modify it to this: " ... the legislation will help increase voter participation because ~~it can be difficult for the elderly and people with disabilities or other challenges to get to the polls~~ people have 2 or 3 or 4 weeks to pick one day of their choice to vote and mail in their ballots in an all-mail election, but in a traditional election, if it is bad weather that day or a potential voter is too busy at work that day or a person has physical or other transportation challenges that day and cannot get someone to help him get to the polls or if a potential voter simply forgot that one day, then he is less likely to cast a ballot in a traditional election."

J R.

08/09/11 - 12:36 PM

...

Voter fraud is hard to prove, but there have been many cases recently that indicate it is quite common, and moreover that absentee and mail voting make it more likely.

See for example the following timely article, just out, indicating extensive absentee ballot fraud by Democrats in Rensselaer County

http://www.timesunion.com/local/article/Arrest-widens-ballot-probe-1774494.php

Voter fraud is incredibly damaging to a society. If the citizens feel that elections are rigged (then they lose faith in the legitimacy of the government. The social glue that holds society together then starts to fall apart. We see this in countries such as Greece or Mexico, where cheating on taxes is endemic and respect for the government is nonexistent.

In summary, preventing voter fraud is much more important than making voting a little more convenient. I am very suspicious of the motivations of those who virulently oppose safeguards against voter fraud.

Justin Kudo

08/09/11 - 02:20 PM

...

> *... if you think about it, the all mail-in balloting disenfranchises the elderly and disabled from voting "the day of"*

Three weeks to vote from your own home compared to one day to vote at some county designated site... Which of these strikes you as more of an imposition on voters that might deter them from voting?

---

rusty49

08/09/11 - 03:40 PM

...

Kind of off topic but has anyone here received their water rate letter in order to oppose? I read a letter in the Enterprise where the person said that she and 17 of her neighbors haven't received their letters. I haven't received mine yet either. Here's part of her letter to the editor:

"If you would like to protest the rate increase for water and sanitary services in Davis, you need to mail in the form ASAP! The hearing is on Sept. 6. The city claims it has sent the form out to all residents; it has not. Not a single one of my neighbors in Central Davis received the form. I also know of several friends and family members throughout Davis who have not received the form...

When I went to the city to ask about this, they dismissed it as some error with my receiving or losing my mail. I highly doubt that the

17 people I have spoke to are as unlucky as I appear to be. The city would love for those forms to "get lost in the mail."

---

davisite2

08/09/11 - 08:07 PM

No letters yet to my North Davis neighborhood. I wonder if the outside of the envelope will make any mention of the important document inside or will it be an uninformative envelope, easily discarded unopened.

Bifkin

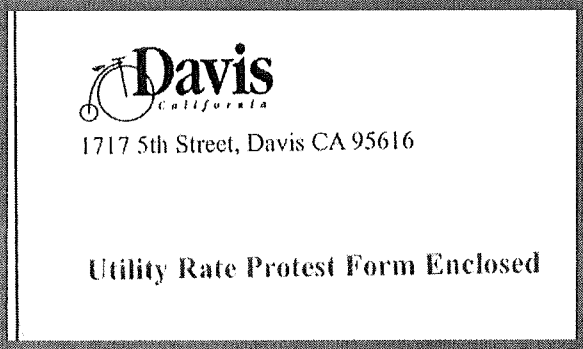
08/09/11 - 09:15 PM

"has anyone here received their water rate letter in order to oppose?"

Yes, a few days ago.

"I wonder if the outside of the envelope will make any mention of the important document inside?"

The envelope says on the front in red letters, "Utility Rate Protest Form Enclosed." The other print, the return address and the postage paid verbiage, is in black.



E Nobe Is Master

08/10/11 - 10:37 AM

> *erm: ... if you think about it, the all mail-in balloting disenfranchises the elderly and disabled from voting "the day of"*
>
> *Justin Kudo: Three weeks to vote from your own home compared to one day to vote at some county designated site... Which of these strikes you as more of an imposition on voters that might deter them from voting?*

I was thinking in terms of polling places. If voting was still done the normal way, someone who is disabled can go to a voting poll very close to their home, whereas for all-mail voting, there is only one place in town to turn in a ballot the day of, which may be very far from their home and thus virtually inaccessible to the elderly and disabled.

---

dustyd9

08/10/11 - 12:39 PM

Just received my water notice. It's going right back out in the mail with a big "NO" on increasing our rates. I hope everyone follows, let's make a statement.

---

hpierce

08/10/11 - 02:12 PM

> *I hope everyone follows, let's make a statement.*

Even if we don't agree with the statement"?

---

dustyd9

08/10/11 - 03:00 PM

hpierce, that's why I said " I hope".

---

civil discourse

08/10/11 - 05:00 PM

Why does it have to be either / or ? In theory, if we had enough money to hold whatever kind of election we wanted, wouldn't we want to encourage any kind of voting that worked best for somebody?

Again, voting seems pretty important- why not increase the options overall?

meowmeo

08/10/11 - 07:30 PM

ERM

"and thus virtually inaccessible to the elderly and disabled" Except that on the other hand, they can still either chose to mail it in, or if they want to wait until the last day, can have someone drop it off for them as I did for my son in the last election. I can see pros and cons to this, and will personally miss the ritual of voting in person as was eloquently described hpierce. But I suspect it is time for us to move on as Oregon and Washington have done.

Technichick

08/11/11 - 08:59 AM

I have spoken to a few elderly people in my family and this is what they said in paraphrase- They will no longer vote because someone took away their right to walk into a polling place as they have done for so many years. Also they no longer feel that their vote is "secret" (someone is going to have to open those ballots with the signature on the envelope and see how they voted)

It's really hard to push change onto the elderly who are set in their ways and have done things a certain way for so many years. I understand that it is a cost savings but dont use the elderly as a platform for politics.

E Roberts Musser

08/11/11 - 12:30 PM

> *"and thus virtually inaccessible to the elderly and disabled" Except that on the other hand, they can still either chose to mail it in, or if they want to wait until the last day, can have someone drop it off for them as I did for my son in the last election. I can see pros and cons to this, and will personally miss the ritual of voting in person as was eloquently described hpierce. But I suspect it is time for us to move on as Oregon and Washington have done.*

You are exactly where I am on this issue - I miss voting in person for various reasons, but understand the need to move on from a financial perspective.

> *I have spoken to a few elderly people in my family and this is what they said in paraphrase- They will no longer vote because someone took away their right to walk into a polling place as they have done for so many years. Also they no longer feel that their vote is "secret" (someone is going to have to open those ballots with the signature on the envelope and see how they voted)*

Very interesting observation. By the way, who is using the elderly as a platform for politics, in your opinion? I'm not sure I'm following.

Tobyw9

08/11/11 - 02:07 PM

Just helped my old retired neighbor turn in her water rate opposition letter. She had no idea. How many more like that?

David, any idea of how many signatures it would take to get this on a ballot?

Technichick

08/11/11 - 02:45 PM

ERM. This is why I made the political platform statement

"Yamada predicts that the legislation will help increase voter participation because it can be difficult for the elderly and people with disabilities or other challenges to get to the polls."

Politicians shouldnt try to make decisions and do favors for a group of people and they actually do more harm than good. BTW - I am disabled and I can get to the polls just fine.

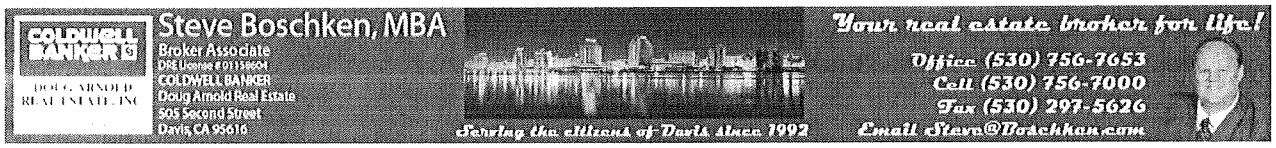
E Roberts Musser

08/12/11 - 10:41 AM

To Technichick: Thanks for the clarification...

Add a comment

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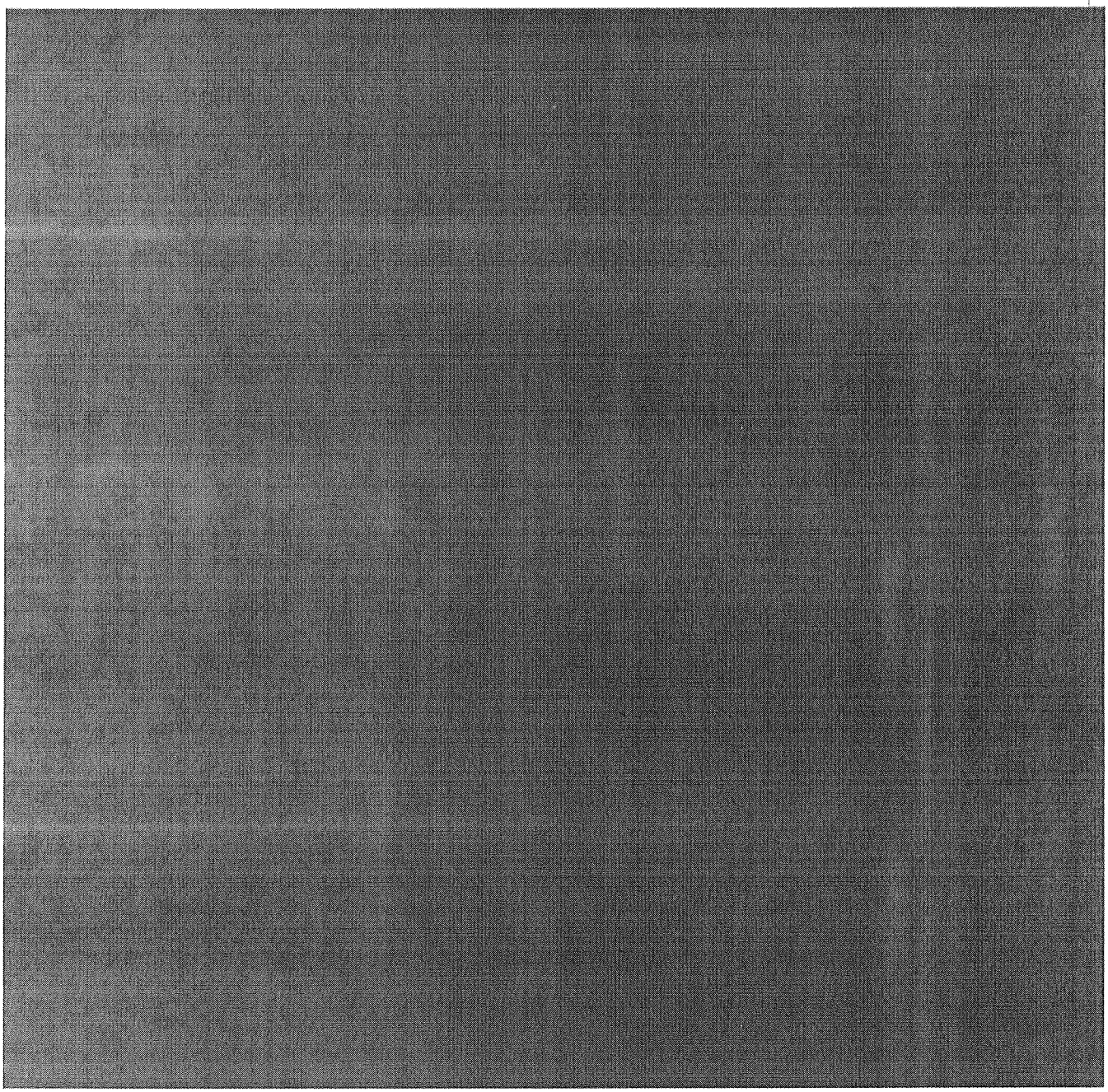


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Vote by Mail

Voting-by-mail is relatively new on our electoral landscape. This method was first tried in Monterey, California in 1977. Since that time, hundreds of elections have been held by mail – from local ballot initiatives all the way up to some contests for federal office.

Advocates for mail balloting argue that because of its strong democratic tradition, the United States should continue to eradicate barriers to the franchise, and make voting easier through mail-in elections.

Advantages of Voting-by-Mail

Mail balloting has several advantages over traditional polling. First, it is cost effective. Second, it has resulted in increased participation among voters. Third, it is easier for election officials to conduct. Fourth, it allows for a more accurate picture of eligible voters, by keeping voting lists up-to-date. Fifth, it gives voters a longer opportunity to study the ballot and find answers to their questions.

For example, between 1995 and 1997 in Oregon, counties saved over $1 million on three vote-by-mail special elections. If, during that same period, primary and general elections had been conducted by mail, Oregon counties could have saved an additional $3 million.

Every statistic shows that voting by mail is more convenient for voters and that it increases turnout. For example, by examining the turnout before and after seven Washington State counties conducted mail balloting in 1994, we get a good picture. In the 1990 state primary in these counties, they had a combined average turnout of 38 percent. After those counties went to an all mail-in ballot, the combined average turnout for the same counties was 53 percent. That is an increase of 15 percent, or, nearly 40 percent more people came to the polls. One county saw its turnout increase to 68 percent, another county's turnout – in a primary – increased to nearly 72 percent. Other jurisdictions have experienced similar jumps in voter participation. In the 1996 Oregon Republican and Democratic Presidential Primaries, Oregon led the nation in its participation rate. Over 53.7 percent of Oregon voters mailed their ballots for the primaries. New Hampshire ranked second for state participation at 45 percent.

Conducting elections by mail is much easier on the election administrators. Particularly in local elections, primaries, and local ballot questions, mail-in elections make sense as a place to start and to experiment. Mail balloting in such local elections has also resulted in increased turnout.

The Federal Election Commission book "Innovations in Election Administration 11: All-Mail-Ballot Elections" discusses the advantages of mail balloting for election administrators well:

> No pollworkers includes: no recruitment; no notices to be sent; no classes to conduct; no distribution and retrieval of election day supplies; no last-minute cancellations from workers who had agreed to serve; no paychecks to cut and mail; no W-2's to send; no pre-dawn election-day hours to line up replacement workers. No polling places includes no polling place leases, telephones, utilities; no searching for or preparation of accessible locations; no frantic phone calls about locked doors; no preparation, set-up, tear-down, or emergency repairs of voting machines or devices; no confusion about where people must go to vote.

In addition, with more people voting absentee, using mail balloting exclusively avoids election administrators from essentially conducting two elections – an absentee election and a polling place election. There is more room for corruption when election administration officials have to basically conduct two parallel systems.

Voter lists are much easier to accurately maintain with mail balloting. This is because ballots that are returned to election officials as undeliverable highlight registrations that must be checked. This helps election officials purge their registration rolls of ineligible voters.

A more informed voting public is cited as another advantage of mail-in balloting. If an individual has two weeks between when he or she receives a ballot and when it must be returned, this allows a better opportunity for voters to study the issues, to clarify any points of confusion, and get questions answered.

The Oregon Model: A Success in Mail Balloting

Voting-by-mail has been adopted by the State of Oregon for all elections, after increasing numbers of Oregonians requested to become "permanent absentee" voters – or citizens who always receive absentee ballots rather than physically going to the polls. By 1996, almost half of all votes cast in Oregon were by "permanent absentee" voters. Oregon first tried *statewide* mail-in balloting in a 1995 special election, previously a number of individual counties experimented with mail-in balloting.

During this 1995 election, Oregon became the nation's first state to exclusively use mail balloting to fill a federal office. In this special election to fill the seat of former U.S. Senator Bob Packwood, voting-by-mail was used in the party primaries in December, then in the general special election held on January 30, 1996.

More than 66 percent of Oregon's registered voters cast ballots in the 1996 special election – this was outstanding considering that the nation's previous special election for Senate drew only 21 percent of registered voters to the polls in Texas. Further, the 1994 national *general* election only brought out 56 percent turnout.

Oregon reports of the all-mail 1996 Senate special election, that "not a single formal complaint [of fraud] surfaced, even though 1.8 million ballots were cast in this hard-fought, highly partisan contest." Further, Secretary of State Phil Keisling noted that "During the 15 years that Oregon has held mail elections, only one case of fraud has been prosecuted."

The Oregon Secretary of State's office has some very informative material on mail balloting at: http://www.sos.state.or.us/executive/policy-initiatives/vbm/execvbm.htm. Linked to this page are facts and figures about Oregon's experience with voting-by-mail.

Criticisms of Voting-by-Mail

Some supporters and critics of mail balloting share one concern: that voting-by-mail could further alienate us from one another. Election Day in the United States can be a time when townspeople congregate at the polls and visit with neighbors. Traditional voting can bring real political energy to the polls and facilitate personal contact that mail balloting does not encourage. Whether that ought to outweigh the benefits of greater civic participation in our electoral system is open to debate.

Corrupting the integrity of the secret ballot and opening the system to coercion are other criticisms of the mail-in ballot. Because private voting booths in public buildings ensure secrecy in how an individual votes, there can be no coercion. With a mail-in ballot, critics theorize that abusive spouses, bosses, or other influential people could coerce individual voters with little fear that they would be reported to election officials. In the hundreds of elections conducted by mail so far, however, there has been scant evidence validating this concern.

Critics further question the requirement that voters must affix a 33-cent stamp to their mail ballot in order to get it to the election commission. This postage – while only a small amount – is seen as a poll tax by some, who argue that if an individual does not have a 33-cent stamp, they may be at the bottom of the economic ladder.

Whether out of inconvenience or through lack of funds, individuals may not have a stamp to mail their ballot. To some, the small cost of the stamp is irrelevant, the principle that voting should be free is the paramount consideration. Of course, this could be solved through the state paying postage, even though [courts have ruled that a stamp does not constitute a poll tax(?)]. Further, some states, including Oregon, have sites where voters may drop off their ballots without paying postage.

Lastly, critics believe that voters will make their choices, return their ballots before the end of the deadline, and then learn new pieces of information as the campaign winds down that would change their vote. Once the ballot has been dropped back into the mail, however, there is no way to change one's vote.

Where is Vote-by-Mail Used?

In some places, mail-in voting is only used for ballot questions, not for candidate races.

Oregon has gone to all mail-in balloting. Other states, including: Colorado, Florida, Kansas, Minnesota, Missouri, Montana, Nevada, New Mexico, North Dakota, and Washington State, allow mail-in voting at one level or another, and may have restrictions on whether mail ballots may be used only for ballot questions, non-partisan races, etc.

Pew Center on the States
Good policy depends on good information.

Stateline: The Daily News Service of The Pew Center on the States

May 19, 2008

Oregon's primary unlike any other

By Pamela M. Prah, Staff Writer

Oregon Democrats are in the unfathomable position of voting in a still-contested presidential primary May 20, but their votes also stand out for another reason.

Oregonians won't be waiting in long lines or worrying about voting machines malfunctioning at the polls, because they live in the only state in the country where all the voting is done by mail.

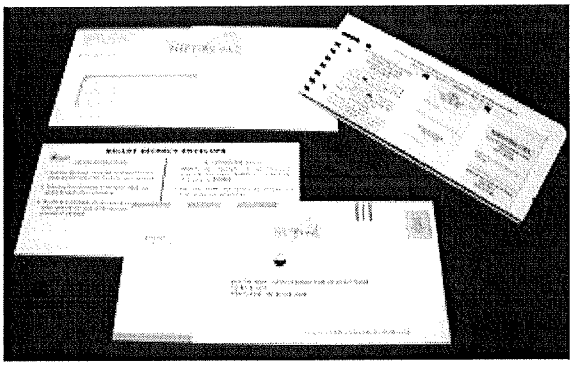
Democrats voting in this primary also will settle on a nominee for secretary of state, Oregon's No. 2 politician after the governor and the official in charge of overseeing that one-of-kind voting system.

Up until 2000, secretaries of state were relatively obscure statewide officials. That changed when then-Florida Secretary of State Katherine Harris made national news for her series of decisions regarding the Florida recount in the nation's tightest presidential race while serving as co-chair for George W. Bush's campaign in the state.

In Oregon, the post is more high-profile and is more powerful than most. Oregon is one of only three states that designate the secretary of state as the first in line to succeed the governor (Arizona and Wyoming are the others, and neither has elections this year) .

David W. Winder, a political science professor at Valdosta State University in Georgia who has researched lieutenant governors, said the arrangement in Oregon may confuse voters who

THE VOTE IS IN THE MAIL



Oregon election officials' biggest concern in this year's May 20 primary was whether voters would remember that the price of a stamp went up a penny May 12, just as they began mailing back their ballots.

But not to worry. Oregon counties reached an agreement with local post offices to deliver the ballots without delay, even if postage is a penny short below the new 42-cent rate.

"The federal government sadly decided to schedule a rate change in the middle of our election," said Scott Moore, a spokesman for the Oregon Secretary of State's Office.

Oregon's one-of-a-kind system works this way. Ballot packages are automatically mailed to all registered voters from the 14th to the 18th day before an election. After a voter makes his or her selections, the ballot is placed first in a "secrecy envelope,"

may be unaware that the person they are selecting to oversee elections also is second in command.

"It would be better to have a lieutenant governor," he said. A lieutenant governor typically has more time to learn statewide duties and be more prepared to step in as governor than the secretary of state who is busy with election issues and business licensing requirements, he said.

Oregon is one of six states that have secretary of state races this year and one of two that are wide open. Oregon's current secretary of state, Bill Bradbury (D), is barred from running again because of term limits. In West Virginia, voters will select a new secretary of state to replace retiring Betty Ireland (R), who was the first woman to be elected to the state's executive branch of government. Incumbents are running for re-election in Missouri, Montana, North Carolina and Vermont.

In Oregon, the secretary of state race is coming down as a contest between state senators and former TV personalities. Kate Brown, the state Senate majority leader, and Rick Metsger, a state senator and former TV anchorman, are in a dead heat for the Democratic lead, according to results of a poll by Davis, Hibbits & Midghall of Portland, released May 14. Rick Dancer, a former TV news anchor, is the only Republican running for the post.

Click here for *Stateline.org's* comprehensive list of 2008 state elections.

In past years, the Oregon secretary of state perch has been used as a launching pad for higher office. "A number of secretaries of state here have gone on to become governor," said Bill Lunch, chair of Oregon State University's political science department.

Republican Mark Hatfield, who served 30 years in the U.S. Senate until 1996, was secretary of state before being governor in the 1960s. Thomas Lawson McCall also had a stint as secretary of state before serving two terms as governor from 1967 to 1975, and Barbara Roberts (D) won two terms as secretary of state before becoming Oregon's first woman governor in 1991.

which is then sealed in a pre-addressed return envelope. Voters must sign the return envelope, verifying that the return envelope has the correct name and current address.

Voters can mail their ballots or drop them off at any county election office or any designated drop site in the state. Either way, the ballot must be received , not just postmarked, in any county election office or designated drop site by 8 p.m. on election night. Ballots that arrive after 8 p.m. will not be counted.

To ensure confidentiality, ballots are separated from return envelopes before the ballots are inspected. Unofficial election results will be available after 8 p.m. on Election Day.

Like other states during this historic presidential election year, Oregon has seen a spike in the number of registered voters - to 2.64 million from 1.86 million in 2004. More than 270,000 Oregonians have already cast their ballots for the primary, Moore said.

Oregon started experimenting with the mail -in vote in 1981, when the Legislature approved a pilot program for local elections. Voters in 1998 overwhelmingly endorsed a ballot measure expanding vote by mail to all general and primary elections. In the November 2006 general election, Oregon's vote by mail had a 70 percent turnout.

UPCOMING PRIMARIES

May 20: Kentucky, Oregon

May 27: Idaho
June 3: Montana, New Mexico, South Dakota

Sources: *Stateline.org* reporting

One reason the position has higher visibility in Oregon is because of the large number of ballot measures that voters try to put on the ballot, all of which must be certified by the secretary of state. In the relatively quiet 2007 election cycle, for example, Oregon voters tackled two high-profile measures: Oregonians rolled back unprecedented property rights they gave themselves in 2004 and handily defeated a proposal pushed by Gov. Ted Kulongoski (D) to raise the state's cigarette tax to fund children's health care.

Oregon's secretary of state also has wielded power by playing a crucial role in f ierce redistricting battles to redraw lines for both the statehouse and the U.S. Congress in every cycle going back to the 1980s, Lunch said. The secretary of state was ultimately responsible for coming up with new lines for statehouse seats, when the Legislature couldn't agree, and the courts have often turned to the secretary's recommendations for congressional redistricting, he explained.

Tim Storey, an elections expert at the National Conference of State Legislatures, said Oregon is highly unusual in this regard. Other than Arkansas and Washington state, in all other states, "the secretary of state has essentially no role" in redistricting, he said.

Oregon is expected to pick up an additional U.S. congressional seat after the 2010 Census, and whoever wins the secretary of state job could yet again play a pivotal role, Lunch said.

Three states (Alaska, Hawaii and Utah) don't have secretaries of state and instead tap their lieutenant governors to assume the duties. In nine states, the governor appoints the official while legislatures in Maine, New Hampshire and Tennessee make the selection.

Despite the power and visibility of the position in Oregon, the open race is largely overshadowed by the presidential race, which has brought all the candidates to the state recently, including John McCain, the Republican party's presumed nominee, Barack Obama and Hillary Clinton, who won the endorsement of Oregon Gov. Kulongoski.

A U.S. Senate race also is garnering more attention that the statewide posts. Oregon Democrats hope to unseat incumbent Republican U.S. Sen. Gordon Smith and will select either Oregon House Speaker Jeff Merkley or Democratic activist and strategist Steve Novick to challenge Smith in the fall.

"It could be tough for [statewide] candidates to compete with the visits of the presidential hopefuls," said Marc Siegel, spokesman for the Oregon Democratic Party, but he expected voters to soon "zero in on the other races."

2008 SECRETARIES OF STATE RACES

Missouri: Robin Carnahan (D)

Montana: Brad Johnson (R)

North Carolina: Incumbent Elaine F. Marshall (D) vs. Jack Sawyer (R), attorney

Oregon: *Open* **

Vermont: Deborah Markowitz (D)

West Virginia: *Open* ** Natalie Tennant (D), former TV news anchor, vs. Charles Minimah (R), businessman

*In New Hampshire and Tennessee, the legislatures will elect new secretaries of state following this year's elections; the Utah lieutenant governor performs the duties normally associated with a secretary of state.
**Oregon SOS Bill Bradbury (D) is term-limited and West Virginia SOS Betty Ireland (R) is retiring.

Sources: State election offices and *Stateline.org* reporting

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I hereby certify that the above demand in the amount of $ 7,136.80 was approved at a regular meeting of the City Council and reject _____ as of October 23, 2012.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on October 23, 2012 allowed the above demand.

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Alita Godwin
City Clerk