

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, May 07, 2013 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. ORAL PRESENTATION - HOUSING ELEMENT - Planning Department

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. MARCH 26, 2013
APRIL 2, 2013

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. CLAIMS AGAINST THE CITY:

Dajuana Floyd v. City of Compton (I-8573/LI0000261A)
(Request to Deny Claim)
4. INVESTMENT REPORT - January 2013 and February 2013 (Received/File)

CITY MANAGER

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 TIME WARNER FOR CABLE TELEVISION SERVICES

GENERAL SERVICES

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO LOWE'S HOME IMPROVEMENT
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND STEELWORKERS OLDTIMERS FOUNDATION

PUBLIC WORKS-ENGINEERING

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO JETPATCHER USA, INC. FOR ASPHALT REPAIR SERVICES WITHIN THE CITY OF COMPTON
9. 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 TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE PROGRAM SERVICES
10. 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 GEO-ENVIRONMENTAL, INC. TO PROVIDE GEOTECHNICAL INVESTIGATION AND MATERIALS TESTING FOR THE PROPOSED IMPROVEMENTS FOR ORIS/WINONA (CIP# 09-07) AND WILLIAMS ALLEY PROJECT (CIP# 09-09)
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,707 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND RON'S MAINTENANCE, INC. FOR CATCH BASIN CLEANING SERVICES

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

12. ORAL REPORT - SECONDHAND SMOKE LITIGATION UPDATE

CLOSED SESSION

13. CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION
Capelle v. City of Compton LASC Case No. BC449921
Pursuant to California Government Code Section 54956.9(a)
- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

UNFINISHED BUSINESS

NEW BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF
COMPTON AND COMPTON CHAMBER OF COMMERCE
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF
COMPTON AND THE LATINO CHAMBER OF COMMERCE
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AN AMENDMENT TO THE 2012-2013 FISCAL YEAR
BUDGET TO INCREASE REVENUE AND EXPEDITURES WITHIN THE
CITY MANAGER'S DEPARTMENT
17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING THE RESULTS OF THE PRIMARY NOMINATING ELECTION
HELD IN SAID CITY ON APRIL 16, 2013

APPROVAL OF WARRANTS

18. Warrant #215214 - Date - 4/29/13 - Name - C.H.A.N.G.E. - Services - Graffiti
Removal - Amount - \$3,150.00 Requested by: City Manager

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, May 14, 2013 @ 5:45 PM.

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

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

May 7, 2013

TO: Honorable Mayor and City Council Members
FROM: Robert Delgadillo, Interim Director of Planning and Economic Development
SUBJECT: Draft Housing Element 2006 - 2014

SUMMARY

In accordance with Government Code Section 65585 the City of Compton's draft Housing Element has been certified by the California Department of Housing and Community Development on December 28, 2012. Certification allows for the City Council to review and adopt the draft Housing Element separately or as part of the General Plan 2030 update. Staff has prepared this brief report to inform the City Council of the recent certification and to allow the council the opportunity to review the Housing Element document prior to formal adoption.

Below is a synopsis of key points of discussion in this report and in the Housing Element such as:

- The Legal nature of the Housing Element
- The Purpose of the Housing Element
- Public participation in providing input to staff
- The Goals of the Housing Element
- The Implementation of Housing Programs.

BACKGROUND

Legal Requirement to prepare a Housing Element

"State law recognizes the vital role local governments play in the supply and affordability of housing. Each governing body (City Council or Board of Supervisors) of a local government in California is required to adopt a comprehensive, long-term general plan for the physical development of the city, city and county, or county..... The law acknowledges that, in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development. As a result, housing policy in the State rests largely upon the effective implementation of local general plans and, in particular, local housing elements. Housing element law also requires the Department of Housing and Community Development (HCD) review local housing elements for compliance with State law and to report its written findings to the local government"

PURPOSE AND INTENT OF THE COMPTON HOUSING ELEMENT

The City of Compton Housing Element takes the concerns of the legislature and the four major Housing Element components of section 65585, the demographics and local needs and drafts the goals and programs for the proposed housing element for the 2006-2014 planning period as established by the State legislature.

In the Housing Element there is a discussion on the existing characteristics and conditions that affect the demand, availability, affordability, and development of housing and serves as the foundation for the development of the proposed housing goals and policies.

The Housing Element in addition to addressing the required state components proposes various goals and programs that focus on the following:

- Rehabilitation of substandard housing units
- Conservation of the existing housing stock
- Identification of new housing opportunities
- Provision of new affordable housing units
- Modification of Development Codes
- Maintenance of continued affordable housing units

PUBLIC PARTICIPATION

In addition to the state required components and analysis each Housing Element requires local community input. In accordance with Article 10.6 of the Government Code, the preparation of a local housing element must include citizen participation. Since the City began the General Plan update process, the City has conducted extensive public outreach to involve residents and citizen groups in the preparation of the Housing Element and General Plan.

In total more than twenty-five (25) meetings were conducted to ascertain Compton's housing needs. The public outreach spans some six (6) years from 2007 – 2011. In total more than 2,000 Compton stakeholders have provided feedback and comments and throughout the years, the information has been collected, reviewed and incorporated to help shape the policies and objectives of the Housing Element and remaining elements of the General Plan.

Above and beyond community meetings for the Consolidated Plan and the Analysis of Impediments, the City held five (5) community meetings in February 2011 to collect input from residents; one in each City Council District. A fifth meeting was held at City Hall during City Council meeting to obtain input and share results with the public of specific housing goals.

Outreach also included distributing flyers to each residence, posting the dates of the meetings on the City's website, making announcements on the local cable channel and at City Council

meetings, and making flyers available at all public buildings. Spanish speaking interpreters were present at the community meetings to translate to non-English speaking residents and business owners.

To ensure a cross section of stakeholders, such as the senior population, Spanish speaking residents, children and young adults and the business community. The City then conducted specific community meetings aimed at soliciting feedback from these specific stakeholders. The City conducted two community meetings exclusively for seniors at the City's senior center on March 8 and April 14, 2011 respectively. One of the two meetings was requested by the Commission on Aging. Approximately 40 seniors attended the meetings.

Similarly, on March 24, 2011, the City conducted a presentation for the student body government officers of the local high schools, Compton, Dominguez, Centennial and César Chavez high schools. Students met at City Hall to discuss Compton's future on the proposed General Plan 2030 and Housing Element. Students worked in teams by reviewing proposed housing recommendations or offered additional recommendations for housing objectives. This meeting was attended by approximately 25 student leaders and represented the first time that all high school leaders met in one room more than 20 years.

Draft documents of the General Plan and Housing Element were also available in Spanish for review by the public and were distributed to Victory Outreach and Our Lady of Victory for a community meeting.

A final community meeting was held for the business community. The City conducted outreach to the entire Compton business community. A community meeting was held in September 2011 at Compton Careerlink Center. More than 100 business and property owners attended the meeting, making it the largest single community meeting to date.

Based upon the community feedback and data from the previous community meetings, the consultant and City staff prepared the draft Housing Element goals and policies with corresponding implementation programs. A copy of the Housing Element and General Plan is also available for review on the department home page.

This preliminary draft was then presented to the Department of Housing and Community Development for informal review in early 2012, and then for formal review in October of 2012.

HOUSING ELEMENT GOALS AND IMPLEMENTATION PROGRAMS

The goal of housing preservation is to protect the existing investment in housing and to avoid physical decline that will require larger rehabilitation efforts in the future to restore quality and quantity. Rehabilitation of existing units, as well as completion of infrastructure improvements, will help arrest the physical decline of entire neighborhoods and encourage current residents to remain in the communities in which they have invested. The following goals illustrate the Housing Element efforts to upgrade and preserve existing units to create safe, affordable housing opportunities, especially for prospective new owner-occupants.

#1.

Housing Goal 1. Develop a program to insure that the City's older housing stock is maintained in compliance with the Zoning and Building and Safety Codes.

Housing Goal 2. Work with the private sector in providing a variety of housing types and an adequate supply of housing to meet the existing and future needs of City residents.

Housing Goal 3. Eliminate conflicts between residential and nonresidential uses.

Housing Goal 4. Increase opportunities for home ownership.

Housing Goal 5. Promote equal opportunity for all residents to reside in the housing of their choice.

Housing Goal 6. Preserve government-assisted low income housing for use as affordable housing for lower income City residents.

Housing Goal 7. Reduce overall housing costs through programs to reduce energy costs.

HOUSING PROGRAMS

The goal of the Housing Programs contained within the Housing Element and listed below are to produce, improve, and protect the City's housing stock utilizing all of the City's Departments including the Successor Agency, Housing Authority, Building and Planning the Economic Development Departments to implement the seven goals listed above and the programs listed below.

The City will continue to operate the following sixteen programs the first 10 of which are existing programs and programs 11 through 16 which need to be initiated.

1. Housing Choice Voucher Program
2. Family Self- Sufficiency Program – Compton Housing Authority
3. Housing Choice Voucher Portability – Compton Housing Authority
4. Housing Choice Voucher Homeownership Program – Compton Housing Authority
5. First Time Homebuyers Program (Home Ownership) – Initiated in the early 1990's. Program is continuously ongoing. Produce 75-100 units within next 5 years.
6. Deferred Equity Loan Program (Housing Rehabilitation) – Initiated in the early 1990's. Program is continuously ongoing. Produce 50 units
7. Emergency Assistance Program – Initiated in the early 1990's. Program is continuously ongoing. Produce 30 units within next 5 years.
8. Fix-it Grant Program – Initiated in the early 1990's. Program is continuously ongoing. Produce 100 units within next five years.
9. CHDO Predevelopment Funds – Initiated in the early 1990's. Program is continuously ongoing. Provides funding to non-profit housing organizations that create affordable housing units.
10. Neighborhood Stabilization Program – Initiated in 2008. Program will be completed by 2014-2015. Make available 75-125 units within next 5 years.
11. Energy Conservation Program – (City of Compton).
12. Emergency Shelter Grant Program – Grants Division, (City of Compton).
13. Transitional and Supportive Housing Programs
14. Expedited Permit Procedures

15. Zoning Consistency Program - To reevaluate existing development standards and to propose the remove development standards acting as governmental constraints
16. Reasonable Accommodation Program

PLANNING COMMISSION COMMENTS

The Housing Element was presented to the Planning Commission for questions and comments on March 13th, 2013. The Planning Commission expressed support for the Housing Element and asked general questions concerning low income housing and made the suggestion that Willow Brook Avenue be designated as the western Emergency Shelter, Transitional, Supportive, SRO Overlay zone corridor instead of Wilmington Ave. The Planning Commission felt that Willowbrook might be a better location because of the proximity to the light rail stop, and commercial centers.

Staff explained to the Planning Commission that the two overlay zone corridors were designated to comply with state law concerning the establishment of by right zones within the City to locate Emergency Shelters and the preferred location for Transitional, Supportive housing and Single Room Occupancy land uses.

One overlay zone corridor was located in the western portion of the City and the other in the eastern portion of the City along mixed residential/commercial corridors. Long Beach Blvd offers a more commercial atmosphere while Wilmington offers a more suburban residential atmosphere. If the City Council concurs with the Planning Commission suggestion staff will change the western overlay zone corridor from Wilmington to Willowbrook Ave.

STATEMENT OF THE ISSUE

Present the draft 2006 – 2014 City of Compton Housing Element to the City Council and advise City Council of the recent HCD certification of Compton Housing Element clearing the way for final adoption. Due to the delay in adoption of the 2006- 2014 Housing Element most of the Housing Programs discussed within the Housing Element are already being implemented. Upon adoption of the 2006 – 2014 Housing Element staff will begin the process to update this element and bring it back to the City Council as the 2014 – 2019 Housing Element in mid 2014.

ALTERNATIVE

There is no other alternative to adoption of the 2006 - 2014 Housing Element. Government Code section 65585 requires state certification and local adoption of the Housing Element for each planning period. This Housing Element is for the 2006 – 2014 period. Failure to timely adopt a housing element in substantial compliance with state housing element law exposes the local government to litigation that can result in a court order suspending the City's powers to approve development. (§§65754, 65754.5 & 65755).

FISCAL IMPACT

There is no direct fiscal impact to the General Fund at this time. This report is for Receive and File only.

#1.

RECOMMENDATION

Receive and File

Robert Delgadillo
Interim Director of Planning and Economic Development

Approved for Forwarding:

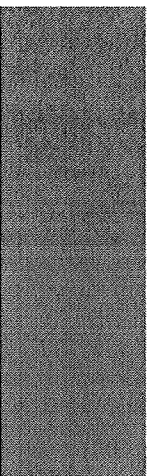
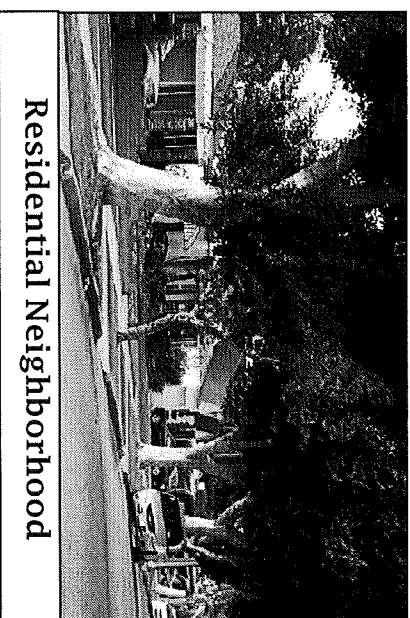
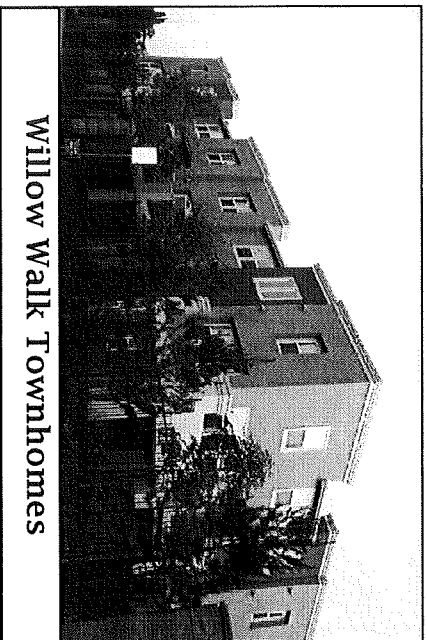
G. Harold Duffey
City Manager

Attachments:

1. Housing Element 2006 – 2014
2. Letter of Support from Volunteers of America
3. Department of Housing and Community Development Certification Letter.

City of Compton Housing Element

Housing Element 2006 – 2014



City of Compton Housing Element

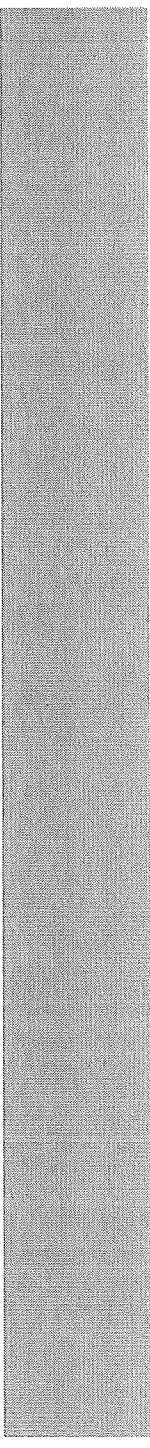
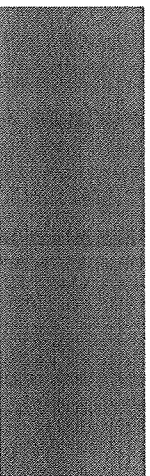
Presentation Overview:

- Why do we have to do a Housing Element
- State Certification of Housing Element
- Purpose of Compton Housing Element
- Major Components of a Housing Element
- Public Participation
- Goals of Housing Element
- Implementing Programs of Housing Element
- Next Steps and Concluding Remarks

City of Compton Housing Element

WHY DO WE HAVE TO DO A HOUSING ELEMENT

CALIFORNIA GOVERNMENT CODE SECTION 65300 ET. SEQ. REQUIRES EACH PLANNING AGENCY TO PREPARE AND ADOPT A COMPREHENSIVE, LONG-TERM GENERAL PLAN FOR THE PHYSICAL DEVELOPMENT OF CITY, AND OF ANY LAND OUTSIDE ITS BOUNDARIES. THE GENERAL PLAN SHALL CONTAIN THE SEVEN ELEMENTS SPECIFIED IN SECTION 65302 WHICH ARE : LAND USE CIRCULATION, HOUSING, NOISE, OPEN SPACE, CONSERVATION/OPEN SPACE, AND PUBLIC SAFETY.

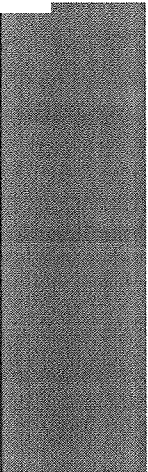


City of Compton Housing Element

WHY DOES THE STATE REQUIRE A HOUSING ELEMENT

HOUSING POLICY IN THE STATE RESTS LARGELY UPON THE EFFECTIVE IMPLEMENTATION OF LOCAL GENERAL PLANS AND IN PARTICULAR, LOCAL HOUSING ELEMENTS. THEREFORE LOCAL GOVERNMENTS MUST ADOPT LAND USE PLANS AND REGULATORY SYSTEMS WHICH PROVIDE OPPORTUNITIES FOR AND DO NOT UNDULY CONSTRAIN HOUSING DEVELOPMENT.

#1.



City of Compton Housing Element

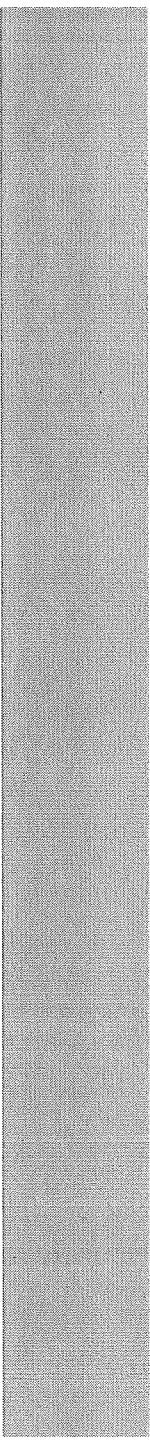
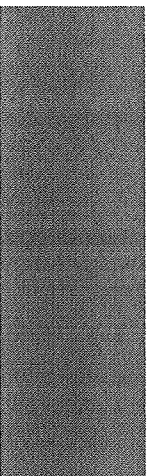
MANDATORY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT REVIEW

CALIFORNIA GOVERNMENT CODE SECTION 65585 ET. SEQ. (HOUSING ELEMENT)

HOUSING ELEMENT LAW ALSO REQUIRES THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO (HCD) REVIEW LOCAL HOUSING ELEMENTS FOR COMPLIANCE WITH STATE LAW AND TO REPORT ITS WRITTEN FINDINGS TO THE LOCAL GOVERNMENT.

CERTIFICATION OF HOUSING ELEMENT BY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65585, THE CITY OF COMPTON'S HOUSING ELEMENT HAS BEEN CERTIFIED BY THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ON DECEMBER 28, 2012. CERTIFICATION ALLOWS FOR THE CITY COUNCIL TO REVIEW AND ADOPT THE HOUSING ELEMENT EITHER SEPARATELY OR AS PART OF THE GENERAL PLAN 2030 UPDATE



City of Compton Housing Element

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65585 - THE FOUR MAJOR REQUIRED COMPONENTS OF AN ADEQUATE HOUSING ELEMENT ARE:

1 HOUSING NEEDS ASSESSMENT

EXISTING NEEDS – A DISCUSSION AND ANALYSIS OF THE NUMBER OF HOUSEHOLDS OVERPAYING FOR HOUSING, LIVING IN OVERCROWDED CONDITIONS, OR WITH SPECIAL HOUSING NEEDS (E.G., THE ELDERLY, LARGE FAMILIES, HOMELESS).

PROJECTED NEEDS - THE CITY SHARE OF THE REGIONAL HOUSING NEED (69 DU) AS ESTABLISHED IN THE CITY'S REGIONAL HOUSING NEED (RHNA) PREPARED BY SCAG.

2 SITES INVENTORY AND ANALYSIS

THE HOUSING ELEMENT MUST INCLUDE A LAND INVENTORY AND ANALYSIS INCLUDING A SITES SPECIFIC INVENTORY LISTING PROPERTIES, ZONING AND GENERAL PLAN DESIGNATION, SIZE AND EXISTING USES.

City of Compton Housing Element

3 ANALYSIS OF CONSTRAINTS ON HOUSING

GOVERNMENTAL AND NON-GOVERNMENTAL

THIS ENCOMPASSES GOVERNMENTAL, ENVIRONMENTAL AND MARKET CONSTRAINTS.

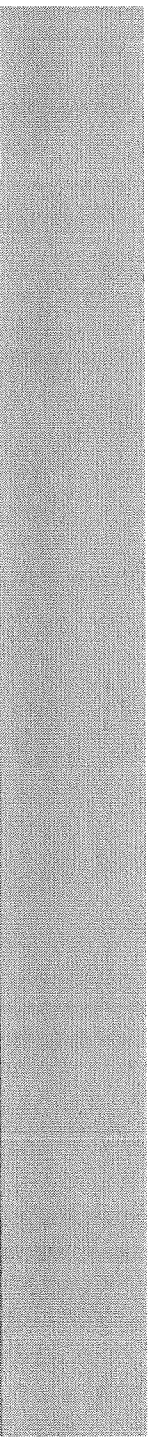
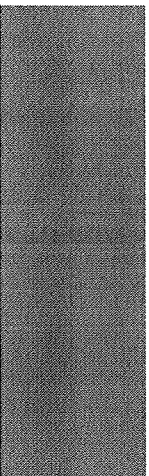
GOVERNMENTAL CONSTRAINTS ARE EXEMPLIFIED BY LAND-USE CONTROLS, FEES AND EXACTIONS, ON- AND OFF-SITE IMPROVEMENT REQUIREMENTS, BUILDING CODES AND THEIR ENFORCEMENT, PERMIT AND PROCESSING PROCEDURES.

ENVIRONMENTAL CONSTRAINTS INCLUDE UNSAFE HOUSING, DILAPIDATED HOUSING, AND LEAD PAINT AND ASBESTOS IN UNITS.

MARKET CONSTRAINTS INCLUDE INTEREST RATES, LOAN TERMS, LAND COSTS AND CONSTRUCTION COSTS.

4 PROPOSED QUANTIFIED OBJECTIVES/PROGRAMS

ESTIMATES THE NUMBER OF UNITS, BY INCOME LEVEL, TO BE CONSTRUCTED, REHABILITATED, AND CONSERVED OVER THE PLANNING PERIOD OF THE ELEMENT.



City of Compton Housing Element

PURPOSE OF THE HOUSING ELEMENT

IN ADDITION TO ADDRESSING THE STATE REQUIRED FOUR COMPONENTS THE COMPTON HOUSING ELEMENT PROPOSES VARIOUS GOALS AND PROGRAMS THAT FOCUS ON THE FOLLOWING:

1. REHABILITATION OF SUBSTANDARD HOUSING UNITS
2. CONSERVATION OF THE EXISTING HOUSING STOCK
3. IDENTIFICATION OF NEW HOUSING OPPORTUNITIES
4. PROVISION OF NEW AFFORDABLE HOUSING UNITS
5. MODIFICATION OF DEVELOPMENT CODES
6. MAINTENANCE OF CONTINUED AFFORDABLE HOUSING UNITS

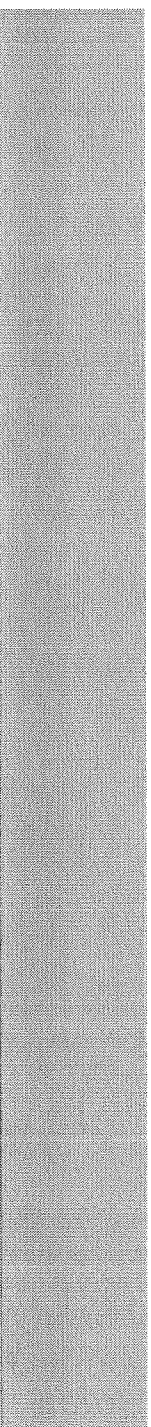
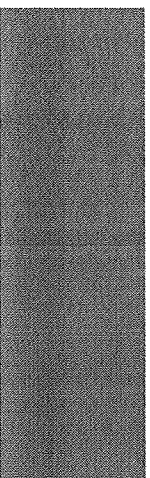
City of Compton Housing Element

PUBLIC PARTICIPATION

IN ACCORDANCE WITH ARTICLE 10.6 OF THE GOVERNMENT CODE, THE PREPARATION OF A LOCAL HOUSING ELEMENT MUST INCLUDE CITIZEN PARTICIPATION. SINCE THE CITY BEGAN THE GENERAL PLAN UPDATE PROCESS IN 2006, THE CITY HAS CONDUCTED EXTENSIVE PUBLIC OUTREACH TO INVOLVE RESIDENTS IN THE PREPARATION OF THE HOUSING ELEMENT.

IN TOTAL TWENTY-FIVE (25) MEETINGS WERE CONDUCTED TO RECEIVE INPUT FROM COMPTON'S CITIZENS ON HOUSING ISSUES.

THE PUBLIC OUTREACH SPANS SOME SIX (6) YEARS FROM 2007 – 2011. IN TOTAL MORE THAN 2,000 COMPTON STAKEHOLDERS HAVE PROVIDED FEEDBACK AND COMMENTS AND THROUGHOUT THE YEARS, THE INFORMATION HAS BEEN COLLECTED, REVIEWED AND INCORPORATED TO HELP SHAPE THE POLICIES AND OBJECTIVES OF THE HOUSING ELEMENT.



City of Compton Housing Element

DURING THE CONSOLIDATED PLAN PROCESS, THE CITY CONDUCTED FOUR (4) COMMUNITY MEETINGS, ONE IN EACH DISTRICT, TO DETERMINE THE ADEQUATE SUPPLY OF HOUSING IN MARCH 2010. THE FINAL CONSOLIDATED PLAN WAS APPROVED BY CITY COUNCIL IN MAY 2010.

THE PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT ALSO HELD FIVE (5) COMMUNITY MEETINGS IN FEBRUARY 2011 TO COLLECT INPUT FROM RESIDENTS; ONE MEETING IN EACH CITY COUNCIL DISTRICT AND A FIFTH MEETING WAS HELD AT CITY HALL DURING A CITY COUNCIL. TWO ADDITIONAL MEETINGS WERE ALSO HELD FOR THE SENIORS AT DOLLARHIDE.

ON MARCH 24, 2011, THE PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT CONDUCTED A PRESENTATION FOR THE STUDENT BODY GOVERNMENT OFFICERS OF THE LOCAL HIGH SCHOOLS, COMPTON, DOMINGUEZ, CENTENNIAL AND CÉSAR CHAVEZ HIGH SCHOOLS. STUDENTS MET AT CITY HALL TO DISCUSS COMPTON'S FUTURE ON THE PROPOSED GENERAL PLAN 2030 AND HOUSING ELEMENT. THIS MEETING REPRESENTED THE FIRST TIME THAT ALL HIGH SCHOOL LEADERS MET IN MORE THAN 20 YEARS.

A FINAL COMMUNITY MEETING WAS HELD FOR THE BUSINESS COMMUNITY. THE CITY CONDUCTED OUTREACH TO THE ENTIRE COMPTON BUSINESS COMMUNITY. A COMMUNITY MEETING WAS HELD IN SEPTEMBER 2011 AT COMPTON CAREERLINK CENTER. MORE THAN 100 BUSINESS AND PROPERTY OWNERS ATTENDED THE MEETING MAKING IT THE LARGEST COMMUNITY MEETING TO DATE.

City of Compton Housing Element

ADDITIONALLY

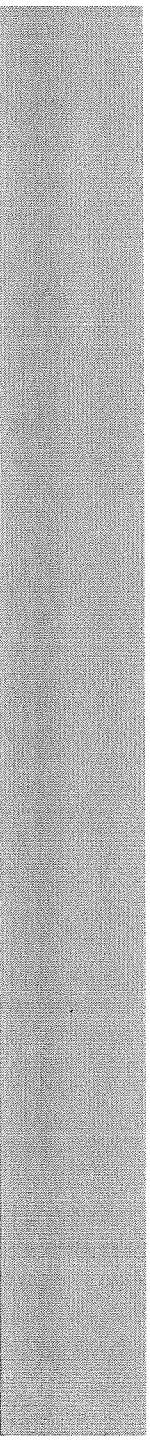
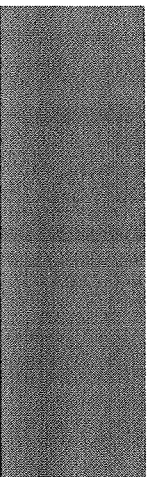
THE CITY PLACED SEVERAL 24 BY 36 INCH COLOR POSTERS AT VARIOUS LOCATIONS THROUGHOUT THE CITY AND AT CITY HALL BEGINNING IN MARCH OF 2011 FOR SEVERAL MONTHS .

THE CITY POSTED THE PROPOSED GENERAL PLAN ON THE CITY'S AND PLANNING'S WEBSITE IN ENGLISH AND SPANISH IN APRIL 2011.

THE CITY PROVIDED AN EMAIL ADDRESS SPECIFICALLY SET UP TO RECEIVED ADDITIONAL FEEDBACK AND COMMENTS REGARDING THE DRAFT GENERAL PLAN IN APRIL 2011.

THE CITY DISTRIBUTED OVER 100 DRAFT GENERAL PLAN CDS TO VARIOUS RESIDENTS AND BUSINESS OWNERS IN MARCH 2011.

HARDCOPIES OF THE GENERAL PLAN AND HOUSING ELEMENT WERE ALSO GIVEN TO THE PLANNING COMMISSION AND CITY COUNCIL IN EARLY 2011.



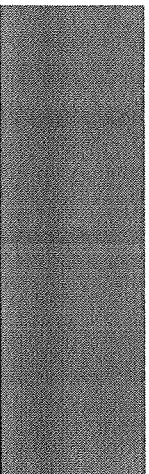
City of Compton Housing Element

A COLLECTIVE SUMMARY OF THE COMMENTS FROM ALL THE COMMUNITY MEETINGS RELATING TO HOUSING ARE LISTED BELOW:

- 1 CREATE MORE AFFORDABLE HOUSING
- 2 CREATE A DEVELOPMENT OF A REUSE PLAN FOR EXISTING VACANT COMMERCIAL PROPERTIES FOR RESIDENTIAL AND COMMERCIAL USE
- 3 ADOPT BETTER CODE COMPLIANCE TO BRING OLDER RESIDENCES INTO COMPLIANCE WITH BUILDING AND ZONING CODES
- 4 PURCHASE HOMES THAT ARE ABANDONED AND SELL THEM TO INVESTORS (PRIVATE OR PUBLIC) TO BE RENOVATED AND SOLD AT AN AFFORDABLE PRICE TO LOW INCOME INDIVIDUALS.
- 5 THERE ARE LIMITED DEVELOPMENT OPPORTUNITIES FOR HIGH DENSITY APARTMENTS

City of Compton Housing Element

- 6 PROVIDE MORE AFFORDABLE HOUSING IN THE CITY, I.E. DEVELOP MORE HOUSING IN AREAS OF THE CITY WITH EXTREME BLIGHT (LARGE WASTED LOTS).
- 7 REMOVE RESTRICTING DEVELOPMENT REGULATIONS FOR MORE LOW INCOME HOUSING
- 8 THERE IS A COMMUNITY PERCEPTION THAT THE SUPPLY OF AFFORDABLE HOUSING IS INADEQUATE AND THE COST TO PURCHASE HOMES OR TO RENT HOUSING CONTINUES TO SOAR BEYOND THE RANGE AFFORDABLE TO MANY LOCAL AREA RESIDENTS.
- 9 CONCERNS WERE VOICED FOR THE CITY TO PLACE A GREATER EMPHASIS ON FINANCIAL ASSISTANCE TO ACQUIRE HOUSING SUITABLE TO MEET THE NEEDS OF THE CITIZENS.



City of Compton Housing Element

HOUSING GOALS.

THE FOLLOWING GOALS ILLUSTRATE EFFORTS UPGRADE AND PRESERVE EXISTING UNITS AND TO CREATE SAFE, AFFORDABLE HOUSING OPPORTUNITIES FOR OWNER-OCCUPANTS.

HOUSING GOAL 1. DEVELOP A PROGRAM TO INSURE THAT THE CITY'S OLDER HOUSING STOCK IS MAINTAINED IN COMPLIANCE WITH THE ZONING AND BUILDING AND SAFETY CODES.

HOUSING GOAL 2. WORK WITH THE PRIVATE SECTOR IN PROVIDING A VARIETY OF HOUSING TYPES AND AN ADEQUATE SUPPLY OF HOUSING TO MEET THE EXISTING AND FUTURE NEEDS OF CITY RESIDENTS.

HOUSING GOAL 3. ELIMINATE CONFLICTS BETWEEN RESIDENTIAL AND NONRESIDENTIAL USES.

HOUSING GOAL 4. INCREASE OPPORTUNITIES FOR HOME OWNERSHIP.

HOUSING GOAL 5. PROMOTE EQUAL OPPORTUNITY FOR ALL RESIDENTS TO RESIDE IN THE HOUSING OF THEIR CHOICE.

HOUSING GOAL 6. PRESERVE GOVERNMENT-ASSISTED LOW INCOME HOUSING FOR USE AS AFFORDABLE HOUSING FOR LOWER INCOME CITY RESIDENTS.

HOUSING GOAL 7. REDUCE OVERALL HOUSING COSTS THROUGH PROGRAMS TO REDUCE ENERGY COSTS.

City of Compton Housing Element

HOUSING PROGRAMS

THE GOAL OF THE HOUSING PROGRAMS LISTED BELOW ARE TO PRODUCE, IMPROVE, AND PROTECT THE CITY'S HOUSING STOCK UTILIZING ALL OF THE CITY'S DEPARTMENTS SUCH AS THE SUCCESSOR AGENCY , HOUSING AUTHORITY AND PLANNING THE ECONOMIC DEVELOPMENT DEPARTMENT . THE IMPLEMENTING PROGRAMS ARE LISTED BELOW.

THE CITY WILL CONTINUE TO OPERATE THE FOLLOWING SIXTEEN PROGRAMS SOME OF WHICH ARE EXISTING/ONGOING AND SOME OF WHICH NEED TO BE INITIATED.

1. HOUSING CHOICE VOUCHER PROGRAM – COMPTON HOUSING AUTHORITY
2. FAMILY SELF-SUFFICIENCY PROGRAM – COMPTON HOUSING AUTHORITY
3. HOUSING CHOICE VOUCHER PORTABILITY – COMPTON HOUSING AUTHORITY
4. HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM – COMPTON HOUSING AUTHORITY

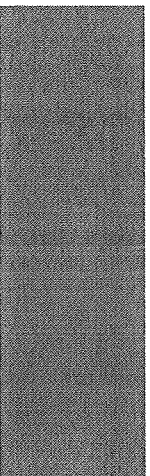
City of Compton Housing Element

5. FIRST TIME HOMEBUYERS PROGRAM (HOME OWNERSHIP) – INITIATED IN THE EARLY 1990'S.
PROGRAM IS CONTINUOUSLY ONGOING AND WILL PRODUCE 75-100 UNITS WITHIN NEXT 5 YEARS.
SUCCESSOR AGENCY
6. DEFERRED EQUITY LOAN PROGRAM (HOUSING REHABILITATION) – INITIATED IN THE EARLY 1990'S.
PROGRAM IS CONTINUOUSLY ONGOING AND WILL PRODUCE 50 UNITS. SUCCESSOR AGENCY
7. EMERGENCY ASSISTANCE PROGRAM – INITIATED IN THE EARLY 1990'S. PROGRAM IS
CONTINUOUSLY ONGOING. PRODUCE 30 UNITS WITHIN NEXT 5 YEARS. SUCCESSOR AGENCY
8. FIX-IT GRANT PROGRAM – INITIATED IN THE EARLY 1990'S. PROGRAM IS CONTINUOUSLY ONGOING AND
WILL PRODUCE 100 UNITS WITHIN NEXT FIVE YEARS. SUCCESSOR AGENCY
9. CHDO PREDEVELOPMENT FUNDS – INITIATED IN THE EARLY 1990'S. PROGRAM IS CONTINUOUSLY
ONGOING. PROVIDES FUNDING TO NON-PROFIT HOUSING ORGANIZATIONS THAT CREATE AFFORDABLE
HOUSING UNITS. SUCCESSOR AGENCY
10. NEIGHBORHOOD STABILIZATION PROGRAM – INITIATED IN 2008. PROGRAM WILL BE COMPLETED
BY 2014-2015 AND MAKE AVAILABLE 75-125 UNITS. SUCCESSOR AGENCY

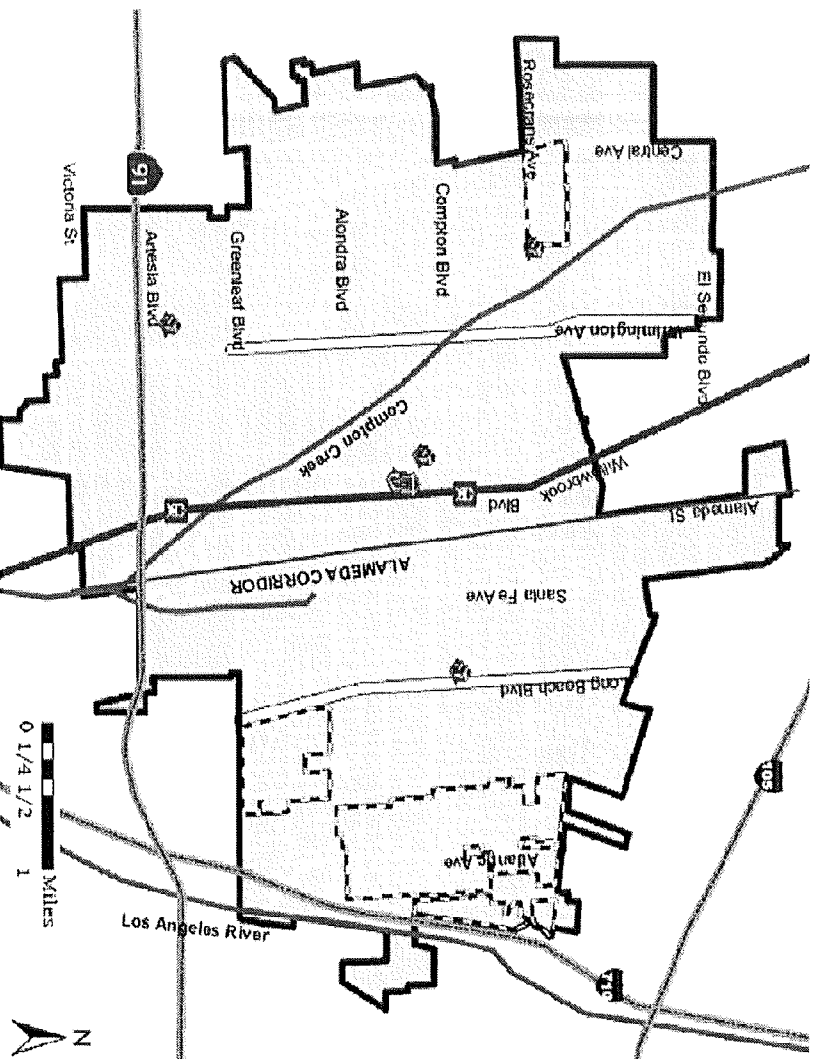
City of Compton Housing Element

- 11. ENERGY CONSERVATION PROGRAM – CITY OF COMPTON.
- 12. EMERGENCY SHELTER GRANT PROGRAM – GRANTS DIVISION
- 13. TRANSITIONAL AND SUPPORTIVE HOUSING PROGRAMS – CITY OF COMPTON
- 14. EXPEDITED RESIDENTIAL PERMIT PROCEDURES – CITY OF COMPTON
- 15. ZONING CONSISTENCY PROGRAM – TO EVALUATE EXISTING DEVELOPMENT STANDARDS
AND TO PROPOSE THE REMOVAL OF DEVELOPMENT STANDARDS ACTING AS GOVERNMENTAL
CONSTRAINTS – CITY OF COMPTON
- 16. REASONABLE ACCOMMODATION PROGRAM – CITY OF COMPTON

PROGRAMS 11 THROUGH 16 WERE DEVELOPED AT THE REQUEST OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.
ALL OF THESE PROGRAMS ARE DISCUSSED IN THE HOUSING ELEMENT.



City of Compton Housing Element



Proposed Overlay Zone corridors for Emergency Supportive, Transitional and Single Room Occupancy Housing. Wilmington Ave. and Long Beach Blvd.

City of Compton Housing Element

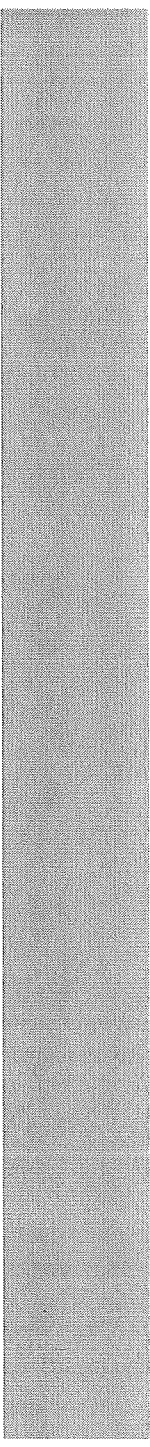
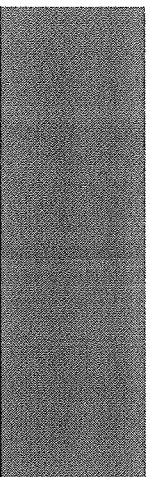
THIS HOUSING ELEMENT REPRESENTS THE CULMINATION OF EFFORTS BEGUN IN 2006 AND CAN BE ADOPTED IN JUNE 2013.

THE PROPOSED HOUSING ELEMENT REPRESENTS THE CURRENT SITUATION AS REPRESENTED BY THE ONGOING PROGRAMS. THE 2014 HOUSING ELEMENT STAFF WILL BEGIN WORKING ON IN THE FALL OF 2013 WILL BE AN UPDATE OF THIS ELEMENT.

NEXT STEPS

PLANINING COMMISSION RECOMMENDATION

CITY COUNCIL ADOPTION OF THE HOUSING ELEMENT





WILLOW WALK TOWNHOMES



RESIDENTIAL NEIGHBORHOOD

HOUSING ELEMENT DRAFT COMPTON GENERAL PLAN 2030

#1.

City of Compton General Plan Housing Element



Poster Art Courtesy of elementary School student Compton California

TABLE OF CONTENTS

INTRODUCTION	7
Organization of the Element	7
Authority of the Element	7
Relationship of the Housing Element to the General Plan	7
Background Report	9
HOUSING PLAN	9
Birthing a New Compton	9
Housing Goals and Policies	9
Population Characteristics	9
Race and Ethnicity	12
Public Participation	13
Employment	17
Housing Issue – Housing Conservation	18
Housing Goals	18
HOUSING NEEDS ASSESMENT	21
Introduction to the Housing Plan	22
Household Composition	22
Household Size	22
Overcrowding	22
Household Income	23
Housing Affordability	25
Cost Burden for Housing	26
Special Needs Groups	29
Large Households	30
Senior Households	31
Single Parent Headed Households	31
Persons with Disabilities	31
Homeless Persons in Need of Emergency Shelter	33
Emergency Shelter Grant Program and Homelessness Prevention and Rapid ..	
Re-Housing Program	33
Capacity of Emergency Shelter Overlay Zone	33
Emergency Shelter Grant	35
Farm workers	35
Housing Stock Characteristics	39
Age and Condition of Housing Stock	43
General Plan Designations	44
HOUSING CONSTRAINTS	45
Governmental Constraints	46
Development and Processing Fees	46
Building Codes	47
Processing Procedures	48

Persons With Disabilities	54
Special Needs – Disabled	54
Market Constraints	56
Construction Costs	56
Cost Of Land	57
Availability Of Financing	57
Environmental Constraints	58
Hazardous Materials	58
Seismic Risk	59
Wildfire Risk	60
Flooding	60
Infrastructure Constraints	61
Water Reduction Programs	62
HOUSING COSTS	64
Fair Housing	66
Fair Housing Law, Policies and Complaint Analysis	66
Focus Group and Community Input on Impediments to Fair Housing	66
Home Mortgage Disclosure Act (HMDA) Data Analysis	66
Fair Housing Index	67
Progress in achieving previous housing objectives	69
REGIONAL HOUSING NEEDS ASSESSMENT	75
INVENTORY OF ADEQUATE HOUSING SITES	75
Residential Units Provided in the Current Planning Period	77
Units Currently at Risk For Conversion	80
Assessed Conversion Risk	80
Inventory of At Risk Housing projects	80
Preservation of At Risk Housing Program	81
Five-Year Objectives	82
Successor Agency (Redevelopment) Set-Aside Funds	83
Successor (Redevelopment) Agency Owned Sites	83
Quantified Housing Objectives	84
HOUSING PROGRAMS 2006-2014	84
Down Payment Assistance to First Time Homebuyers	85
Gap Financing to Developers of Lower Income Senior Housing	85
Housing Choice Voucher Program (Rental)	86
Family Self-Sufficiency Program	86
Housing Choice Voucher Portability	87
Housing Choice Voucher Homeownership Program	87
First Time Homebuyers Program (Home Ownership)	87
Deferred Equity Loan Program (Housing Rehabilitation)	88
Emergency Assistance Program	88
Fix-it Grant Program	88

CHDO Predevelopment Funds	89
Neighborhood Stabilization Program	89
Energy Conservation Program	89
Emergency Shelter Program Transitional, and Supportive Housing Programs	89
Expedited Permit Procedures	91
Zoning Constraints Program to Reevaluate Zoning Inconsistencies and to Remove Development Constraints	91
Reasonable Accommodation Program	91

EXHIBIT

Figure 3-1. Residential Land Uses	10
Figure 3-2. Income and Poverty 2000	28
Figure 3-3. Housing Tenure	42
Figure 3-4. Fair Housing Income	67
Figure 3-5. Emergency Shelter Overlay Designation	92
Figure 3-6. Sites Owned by the City	93
Figure 3-7. Proposed Residential Land Use Locations	94

Tables

Table 3-1 Population & Housing Growth 1980 - 2009	10
Table 3-2 Population by Age	12
Table 3-3 Population by Race and Ethnicity	13
Table 3-4 Population by Occupation	13
Table 3-5 Household Type	21
Table 3-6 Overcrowding Trend	22
Table 3-7 Overcrowded Units	22
Table 3-8 Household Income	23
Table 3-9 HUD Household Income	23
Table 3-10 Lower Income Households	24
Table 3-11 Lower Income Households Paying more than 30%	24
Table 3-12 Housing Affordability	26
Table 3-13 Overpayment for Housing	27
Table 3-14 Summary of Special Needs	30
Table 3-15 Homeless Shelter Providers	37
Table 3-16 Emergency Shelter Grant Summary	39
Table 3-17 Estimated Single and Multi-family Housing Types	40
Table 3-18 Comparison of Housing Growth	41
Table 3-19 Change in Compton Housing SFD 1990 - 2000	41
Table 3-20 Trends in Compton Housing	43
Table 3-21 Age of Housing Stock	44
Table 3-22 Fee Schedule	44
Table 3-23 Timelines for Typical Project Process	51
Table 3-24 Timeline for Typical Application Approval	51
Table 3-25 Housing Types Permitted by Zone District	52
Table 3-26 Development Standards	53
Table 3-27 Parking Requirements	52

Table 3-28 Disability Status.....	54
Table 3-29 Disability of Local Residents.....	54
Table 3-30 Household by Tenure by Age.....	55
Table 3-31 Loan Mortgage Rates.....	56
Table 3-32 Water Consumption.....	61
Table 3-33 Home Prices.....	63
Table 3-34 Rental Rates.....	63
Table 3-35 Affordable Rates.....	64
Table 3-36 Housing Affordability.....	64
Table 3-37 Progress in Achieving Objectives 2000 - 2005.....	68
Table 3-38 Evaluation of past Housing Element Goals.....	69
Table 3-39 Housing program Accomplishments 2008 - 2011.....	73
Table 3-40 ESG Programs.RHNA UnitsBuilt or Under Construction.....	74
Table 3-41 RHNA for Compton.....	75
Table 3-42 RHNA Units Built.....	77
Table 3-43 RHNA Needs Status.....	78
Table 3-44 Assisted Housing Projects.....	79
Table 3-45 Purchase and Rehabilitation.....	81
Table 3-46 New Construction/Replacement.....	81
Table 3-47 Sites Currently Owned by City.....	83
Table 3-48 Overview of Quantified Objectives.....	84
Table 3-49 Expected Accrual of L&M Funds over Planning Period.....	95

1. INTRODUCTION TO THE HOUSING ELEMENT

ORGANIZATION OF THE ELEMENT

The Housing Element consists of the following sections:

- *Introduction to the Element* provides an overview of the Element's scope and content.
- *Housing Element Background Report* discusses a wide range of existing characteristics and conditions in the City of Compton that affect the demand, availability, affordability, and development of housing. This section also identifies the progress Compton made in achieving its quantified housing goals and identifies whether previous goals and policies will carry forward into the next Housing Element.
- *Housing Plan* identifies the City policies related to housing issues along with those programs that will be effective in implementing the policies.

AUTHORITY OF THE ELEMENT

The Housing Element establishes City policy as it applies to housing and is applicable to the 2006-2014 planning period as established by the State legislature. As indicated in the Introduction to the General Plan, the Housing Element is one of the seven State-mandated elements. The Housing Element outlines strategies and programs that focus on the following:

- Rehabilitation of substandard housing units
- Conservation of the existing housing stock
- Identification of new housing opportunities
- Maintenance of affordable housing units

The State Legislature recognizes the role of local general plans, and particularly the Housing Element, in implementing statewide housing goals to provide decent and sound housing for all persons. Furthermore, the Legislature stresses continuing efforts toward providing affordable housing for all income groups. The major concerns of the Legislature regarding housing elements are:

- Recognition by local governments of their responsibility in contributing to the attainment of State housing goals.
- Preparation and implementation of the City's Housing Element which coordinates with State and Federal efforts in achieving State housing goals.
- Participation by local jurisdictions in efforts required to attain State housing goals.
- Cooperation between local governments to address regional housing needs.

These concerns can be summed up with the idea of "regional fair share." Every city and county in the State of California has a legal obligation to respond to its fair share of the projected future housing needs in the region in which it is located. For the City of Compton, the regional housing need is determined by the Southern California Association of Governments (SCAG), and is based upon an overall regional housing need goal established by the State.

The Housing Element must identify strategies, programs, and potential development sites that will enable Compton to meet its assigned Regional Housing Needs Assessment (RHNA) requirements. For the 2006-2014 planning period, the City's RHNA requirement includes the following:

- *Extremely Low Income* - 8 units
- *Very Low Income* - 8 units
- *Low Income* - 10 units
- *Moderate Income*¹ - 13 units
- *Above Moderate Income* – 30 units

The City of Compton has a RHNA goal of 69 units during the current planning period. A substantial amount of new housing has been constructed, entitled, or is in the planning process. Approximately 446 units have been constructed or approved. This includes the newly developed Season's At Compton, a 84-unit low-income Senior Housing Development for physically disabled seniors. The City provided gap financing assistance to META Housing Development Corporation to ensure feasibility of the development. Construction was completed on the development in 2011. Willow Walk Townhouse Phase I was completed in 2008 and phase II was completed in 2011. It consists of 128 units, 33 units were marketed to first time homebuyers, 12 qualifying as low income households and 21 as moderate income households and the remaining 95 were sold at market-rate.

Housing Definitions: Income Limits

Median Household Income: The middle point at which half of the City's households earn more and half earn less.

Income limits as defined by California Housing Element law are:

Very Low Income Households: Households earning less than 50% of the median household income

Low Income Households: Households earning 50-80% of the median house hold income

Lower Income Households: Households earning less than 80% of the median income for a family of four.

Moderate Income Households: Households earning 80-120% of the median income

Above Moderate Income Households: Households earning over 120% of the median house hold income

The most recent HCD income limits can be accessed online at <http://www.hcd.ca.gov>.

RELATIONSHIP OF THE ELEMENT TO THE GENERAL PLAN

The Compton General Plan serves as the blueprint for planning and development in the City and indicates the community's vision for the future. This long-range planning document describes goals, policies, and programs to guide decision-making. Once the general plan is adopted, all development-related decisions in the City must be consistent with the Plan. State law also requires a community's General Plan to be internally consistent. This means that the Housing Element, although updated more frequently, must function as an integral part of the overall General Plan, with consistency between it and the other General Plan elements.

The Housing Element is most directly related to the Land Use Element since it is the latter element that designates the location and extent of residential neighborhoods throughout the City. This is reflected in *Land*

¹ This target was increased to 13 to balance the total RHNA requirement of 69.

Use Goal 5: The City of Compton will work to rehabilitate and conserve the existing neighborhoods in the City while evaluating opportunities for new residential development.

The Compton General Plan Guiding Principles related to housing are excerpted below.

- *Provide high quality, accessible housing which gives people choices.*
- *Maintain Compton's affordability and continue to provide assistance for first-time home buyers.*
- *Preserve and enhance Compton's unique urban agricultural district.*

BACKGROUND REPORT

The Housing Element Background Report discusses a wide range of existing characteristics and conditions in the City of Compton that affect the demand, availability, affordability, and development of housing. The background information included in this section serves as the foundation for the development of housing goals and policies.

The development patterns in the City have been established through the long-term implementation of the City's General Plan and Zoning regulations. Commercial land uses generally extend along the major arterial roadways in the City with residential neighborhoods located in the interior areas behind the commercial frontages. Residential development is the predominant land use and is scattered throughout the City. The land area located within the City's corporate boundaries is 6,511 acres (10.2 square miles).² Of this total area, residential development accounts for 2,689 acres or more than 44% of Compton's total land area. Compton has just the right amount of residential mix to ensure that the City's tax base is diverse. Residential land uses in Compton generally consist of the following types of development. The location and extent of existing residential development in Compton is illustrated in Exhibit 3-1.

- *Single Family Residential.* Land uses and development included in this category are characterized by single-family homes. The majority of the parcels found within the City remain developed as single-family residential development. Typically 4 to 8 dwelling units per acre.
- *Low Density Multifamily Residential* includes duplexes and smaller multifamily residences. Lower density multifamily residential land uses are generally found within the central portion of Compton with parcels that were originally developed with small bungalows or that were previously developed as single-family and have been redeveloped with small multifamily buildings. Typically 8.1 to 17 dwelling units per acre.
- *Medium Density Multifamily Residential* is characterized by higher density residential development that includes town-homes, condominiums, and apartments. These uses are generally found along key arterials as well as the central portion of the City. Typically 17.1 to 34 dwelling units per acre.

BIRTHING A NEW COMPTON

The City of Compton's motto is "Birthing a New Compton". The City's vision for Housing is to utilize Smart Growth principles to provide affordable housing for all income groups within pedestrian-friendly neighborhoods with services within walking or transit distance.

² University of Southern California. Center for Economic Development. Land Use Survey Data collected in May 2008.

POPULATION CHARACTERISTICS

Population characteristics affect the type and amount of housing need in a community. Issues such as population growth, age characteristics, race and ethnicity, and employment characteristics combine to influence the type of housing needed and the ability to afford housing. This section details the various population characteristics affecting housing needs.

Population Growth

According to the State of California Department of Finance (DOF) estimates, Compton's population as of January 2009 was 99,431, a change of 5,938 persons or 6.3% over the population in the 2000 Census. Table 1 documents the City's population and housing unit growth over the past three decades.

Population growth has increased in the last nine years but housing growth has not kept pace. Most of the population growth was absorbed by existing households. Compton's average household size increased from 3.78 persons per housing unit in 1980 to 4.39 persons per housing unit in 2009 (compared to 3.1 for Los Angeles County). Table 2 illustrates that although the largest cluster of residents is between the ages of 18 – 65 years old has increased to 58 percent in 2007, the median age for the City is a younger average at 26 years old.

Family

A family consists of all persons related by blood or marriage who live as a household unit and occupy a single housing unit.

Housing Unit

A housing Unit is a house, an apartment, a trailer home, or a group of rooms.

Separate Living Quarters

Separate living quarters are those in which the occupants live and eat separately from other persons in a building and which has direct access from the outside of a building or through a common hall.

Household

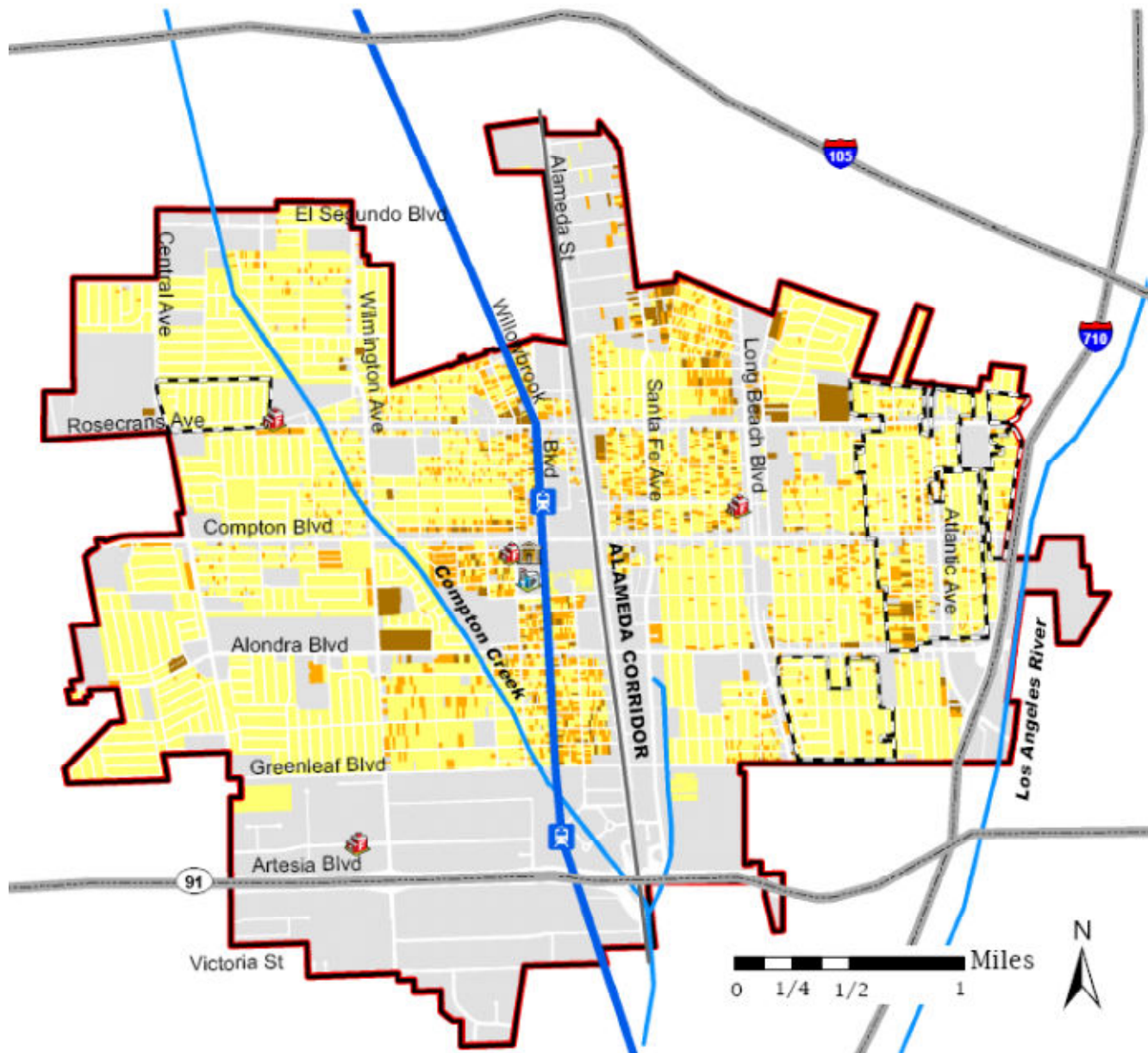
A household includes all persons who occupy a housing unit as their place of legal residence.

Table 1
Population and Housing Unit Growth in Compton 1980 – 2009

Year	Population	Population Percentage Change	Housing Units	Housing Percentage Change
1980	81,230		22,447	
1990	90,500	11.4%	23,239	3.5%
2000	93,493	3.3%	23,780	2.3%
2009	99,431	6.3%	24,177	1.7%

Source: U.S. Census Bureau, 1980, 1990 and 2000 Census and California Department of Finance 2009

EXHIBIT 1 Existing Residential Land Uses



LEGEND

- SINGLE FAMILY RESIDENTIAL
- LOW DENSITY MULTI FAMILY RESIDENTIAL
- MEDIUM DENSITY MULTI FAMILY RESIDENTIAL
- OTHER LAND USES

- CITY HALL
- FIRE STATION
- POLICE STATION
- BLUE LINE STATION

- CITY BOUNDARY
- UNINCORPORATED COUNTY
- PLANNING AREA

Population by Age

The age structure of a population is an important factor in evaluating housing needs and projecting the direction of future housing development. Compton's population profile is younger than the average in Los Angeles County. The median age in Compton is 25.9 year which is older than it was in 2000, but is still younger than the median age of Los Angeles County at 32 years. The age profile of the City is summarized in Table 2. The 2000 Census profile is compared with more recent estimates drawn from the Census Bureau's American Community Survey (ACS).

The under 5 population has decreased slightly as a percent of the total since 2000. However, the decrease in the 5 to < 18 population is more dramatic. This suggests that the increase in household size is not due to an increase in family size, but due to the number of unrelated people living in the same household.

Table 2 Population by Age in Compton				
Variable	2000		2007	
	No.	Percent	No.	Percent
Total Population	93,493	--	97,299	--
Under 5 years	9,736	10.4%	9,603	9.9%
5 to <18 years	29,404	31.5%	25,165	25.9%
18 to <65 years	47,916	51.3%	55,944	57.5%
65 years and >	6,437	6.9%	6,587	6.8%
Median Age	25.0	--	25.9	--
Sources: U.S. Census Bureau, 2000 Census and 2007 American Community Survey				

Race and Ethnicity

The racial and ethnic composition of a population affects housing needs based on the unique household characteristics of different groups, and household size in particular. The U.S. Census collects information on the race and ethnicity of the U.S. population. There are five racial categories identified by the U.S. Census, White, Black or African American, Asian, American Indian and Alaska Native, and Native Hawaiian and Other Pacific Islander. There is one ethnic category, Hispanic or Latino which is defined by the U.S. Census as a person of Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race.

Table 3 compares the racial and ethnic characteristics for the City for the year 2000 and the 3-year estimate for 2006-2008. The number and percent of Latinos has increased in the past 7 years while the number and percent of African-Americans has decreased. To the extent that these two groups have different housing preferences, this population shift has implications for the type of housing needed.

The ongoing demographic shift from majority African American to majority Latino residents is important to defining housing needs in Compton because typically, for a variety of reasons, Latinos often have larger household size and more recent Latino immigrants tend to have lower incomes than those residents who have resided in the United States for a longer period of time.

**Table 3
Population by Race and Ethnicity in Compton**

Race/Ethnicity	2000		2006-2008	
	No.	%	No.	%
Latino, any Race	53,143	56.8%	63,179	64.9%
Non-Latino:				
African American	37,263	39.9%	30,947	31.8%
White	954	1.0%	566	0.6%
Pacific Islander	953	1.0%	522	0.5%
2+ races	721	0.8%	1,746	1.8%
Asian	189	.2%	136	0.1%
Am. Indian	170	0.2%	57	0.1%
Other	100	0.1%	147	0.2%
Sources: U.S. Census Bureau, 2000 Census and 2006-2008 American Community Survey 3-year Estimates				

**Table 4:
Population by Occupation in Compton**

Occupation	Total Persons	Percent of Total
Office/Admin Support	4,849	15.9%
Transportation/Moving	4,542	14.9%
Production	4,216	13.9%
Sales/Related	2,419	8.0%
Building Grounds Maint.	1,988	6.5%
Construction/Extraction	1,967	6.5%
Personal Care/Svc	1,507	5.0%
Food Prep/Serving	1,385	4.6%
Maintenance Repair	1,111	3.7%
Edu/Training/Library	1,024	3.4%
Management	1,020	3.4%
Protective Svcs	897	3.0%
Healthcare Support	809	2.7%
Health Practitioner/Tec	740	2.4%
Community/Soc Svcs	583	1.9%
Business/Financial Ops	566	1.9%
Arts/Entertain/Sports	271	0.9%
Computer/Mathematical	155	0.5%
Architect/Engineer	134	0.4%
Farm/Fish/Forestry	100	0.3%
Legal	86	0.3%
Life/Phys/Soc Science	60	0.2%
Total	30,429	100%
Source: Claritas 2010 estimates		

PUBLIC PARTICIPATION

In accordance with Article 10.6 of the Government Code, the preparation of a local housing element must include a citizen participation process and the process must be documented. The City has conducted extensive public outreach to involve residents and citizen groups in the preparation of the Housing Element. In total more than twenty-five (25) meetings were conducted to ascertain Compton's housing needs. The public outreach spans some six (6) years from 2007 – 2011. In total more than 2,000 Compton stakeholders have provided feedback and comments and throughout the years, the information has been collected, reviewed and incorporated to help shape the policies and objectives of the Housing Element and remaining elements of the General Plan.

Initially, community outreach was conducted in partnership with the Southern California Association of Governments through their Compass Blueprint 2% Strategy. The first of a series of meetings took place in 2007 and continue through 2009. At the heart of the 2% Strategy are the Opportunity Areas. These are key parts of the region for targeting growth, where projects, plans and policies consistent with the Compass Blueprint principles will best serve the mobility, livability, prosperity and sustainability goals of the region's Growth Vision. Compton represents an Opportunity Area because it contains two stations of the Metro Blue Line light rail. This outreach activity culminated with the preparation of a vision document that included broad goals and preferred land development patterns expressed by the community to guide the General Plan update. The resulting guiding principles represent a "checklist" of community values to be used to guide public decision-making. They represent the collective values and ideals of a diverse mix of people representing residents from renters to homeowners, business owners, and nonprofits.

The City gathered community feedback on housing needs from community meetings held during the Consolidated Plan (CP) process and during community meetings from the Analysis of Impediments to Fair Housing (AI). During the CP process, the City conducted four (4) community meetings, one in each district, to determine the adequacy and supply of housing in March 2010. The time period for the CP is five years (2010 – 2014). Participants generally included community leaders, block clubs, elected officials, students and business owners. All participants were issued a questionnaire regarding housing needs and other related services. Surveys were collected and the data was compiled and reported in the final CP which was approved by City Council in May 2010. Within the CP, the City outlined several goals and recommendations to achieve housing goals. In addition to surveys, participants reviewed a PowerPoint presentation that outlined specific housing goals and participated in a facilitated discussion led by the City of Compton Planning and Economic Development Department. The housing priorities identified at these meetings were:

- Preservation of existing housing
- Provision of new single-family housing
- Elimination of blight in residential neighborhoods
- Increased opportunity for home ownership
- Preservation and enforcement of equal housing opportunity
- Preservation of low-income housing
- Energy conservation

Similarly, for the preparation of the AI, housing professionals and City staff led a discussion with participants to identify impediments and barriers to Fair Housing, to share instances of discrimination and to make recommendations to change public policies that limit housing choices for people of various incomes. Supplemental interviews were conducted with various community and industry representatives to obtain information from those unable to attend the sessions. A summary of the AI factors and remedial solutions were included in the final document and have been appropriated added to the Housing Element in the pages to follow.

Above and beyond community meetings for the CP and the AI, the City held five (5) community meetings in February 2011 to collect input from residents; one in each City Council District. A fifth meeting was held at City Hall during City Council meeting to obtain input and share results with the public of specific housing goals. Outreach included distributing flyers to each residence, posting the dates of the meetings on the City's website, making announcements on the local cable channel and at City Council meetings, and making flyers available at all public buildings. Spanish speaking interpreters were present at the community meetings to translate to non-English speaking residents and business owners. In addition, surveys were sent to nonprofits funded with City funds and their beneficiaries. The purpose of these efforts was to identify the priority needs of the City. Additionally, the City of Compton conducted a significant public outreach to various segments of the community to obtain comments, and suggestions on the proposed General Plan and Housing Element. These outreach efforts consisted of the following actions:

- The City posting the EIR Notice of Preparation (NOP) for the required 45 day public review period at City Hall and on the City web site Home Page in April 2011.
- The City placed several 24 by 36 inch color posters at various locations throughout the City and at City Hall beginning in March of 2011 for several months prior to the adoption of public hearings to solicit input on the Housing Element.
- The City made available hard copy draft General Plan document, including the Housing Element, to the public. Copies were provided in English and Spanish and were available for review at the Planning and Economic Development counter on April 2011.
- The City posted the proposed General Plan on the City's website in English and Spanish April 2011.
- The City provided an email address specifically set up to received additional feedback and comments regarding the draft General Plan in April 2011.
- The City distributed over 100 draft General Plan CDs to various stakeholder in March 2011.

Based upon feedback and data from the previous community meetings, City staff synthesized and incorporated community feedback into the draft Housing Element with corresponding implementation recommendations. To ensure a cross section of stakeholders, the City identified stakeholders underrepresented at previous community meetings. These included the senior population, Spanish speaking residents, children and young adults and the business community. The City endeavored to create specific community meetings all aimed at soliciting feedback from these specific stakeholders. The City conducted two community meetings exclusively for the seniors of Compton at the City's senior center on March 8 and April 14, 2011 respectively. One of the two meetings was requested by the Commission on Aging. Approximately 40 seniors attended the meetings.

Similarly, on March 24, 2011, the City conducted a presentation for the student body government officers of the local high schools, Compton, Dominguez, Centennial and César Chavez high schools. Students met at City Hall to discuss Compton's future on the proposed General Plan 2030 and Housing Element. Students worked in teams by reviewing proposed housing recommendations or offered additional recommendations for housing objectives. One student from each high school reported out by summarizing modified or new recommendations. City staff incorporated recommendations into the Housing Element and other recommendations into specific elements of the General Plan. This meeting was attended by approximately 25 student leaders and represented the first time that all high school leaders met in more than 20 years.

Quote from Community Member

Provide affordable housing through the city, i.e. develop more housing in areas of the city with extreme blight (large wasted lots)

Compton Resident
District 2

The City also engaged the elementary and middle schools to participate in Compton's 2030 vision by creating posters and by submitting essay Vision 2030 essays. For elementary students, participants were encouraged to illustrate what Compton should look like by 2030. Students prepared their artwork using paint, pencils and print cutouts. Middle school students provide a two-page essay identifying how the City

should evolve over the next 20 years. Both elementary and middle school students' contributions will be incorporated into the final General Plan document.

Additional community meetings were also held for Compton's Spanish speaking community. According to the 2000 census, approximately 60 percent of Compton residents were Latino and a large number of them do not speak English as a second language. The first meeting was held during Planning Commission on March 9, 2011. A Spanish speaking interpreter was present at the Planning Commission meeting and translated the entire General Plan discussion in Spanish. The Planning Commission meetings are routinely shown on the City Cable station Channel 36 and it allowed Spanish speaking residents an opportunity to learn about the draft Housing Element and General Plan if they were not in attendance at the first community meeting. For the second meeting, City officials sent flyers to Spanish all Spanish speaking church congregations and placed an ad in the local Spanish newspaper. The second community meeting took place in August 2011 at Victory Outreach, one of Compton's most active church congregations. City staff and Spanish speaking interpreters were on-hand to facilitate the meeting. Draft documents in English and Spanish were available for review by the public. Both English and Spanish version will remain on the website. Additional draft documents written in Spanish were distributed to Victory Outreach and Our Lady of Victory for parishioner not in attendance at the second community meeting.

A final community meeting was held for the business community. There are hundreds of businesses located on arterial roadways throughout Compton. The City conducted outreach to the entire Compton business community. A community meeting was held in September 2011 at Compton Careerlink Center. More than 100 business and property owners attended the meeting, making it the largest community meeting to date. While many business owners had concerns about proposed land use changes, many provided comments regarding housing related issues. Among the most prevalent comments were to provide funding to encourage mixed use development along the major transit corridors in Compton and to provide financial assistance to qualified residents to maintain residential and commercial properties. City staff presented a presentation to the business community and focused a great deal of time on the Housing Elements. After the presentation, staff was on hand to meet with individual business owners to discuss specific business needs and housing objectives. A collective summary of recommendations from all targeted stakeholders are listed below:

- Creation of more affordable housing
- Development of a reuse plan for existing vacant commercial properties for residential and commercial use
- Better code compliance to bring older residences into compliance with building and zoning codes
- Purchase homes that are abandoned and sell them to investors private or public to be renovated and sold at an affordable price to low income individuals.
- Limited development opportunities for high density apartments
- Provide more affordable housing in the city, i.e. develop more housing in areas of the city with extreme blight (large wasted lots).
- Restricting the development of more low income housing
- Perception that the supply of affordable housing is inadequate and the cost to purchase homes or to rent housing continues to soar beyond the range affordable to many local area residents.
- Poverty is on the rise severely impacting housing choices for the lowest income households.
- Concerns were voiced for the City to place a greater emphasis on financial assistance to acquire housing suitable to meet the needs of the citizens.

In addition to ascertaining input regarding housing related issues, the City's public outreach efforts a variety of other issues were raised including the following:

- Better Code Compliance to bring older residences into compliance with building and zoning codes.
- Development of a reuse plan for existing vacant commercial buildings.
- Better maintenance /repair of City streets and sidewalks
- The development more parks in the City.
- Increased law enforcement activities to make the City safer.

- Creation of more recreational buildings and youth activities.
- Improvement of the coverage of local bus service
- The need for a Senior Citizen's Complex for Rehabilitation – Convalescent Hospital.
- Inclusion of the youth in the 2030 General Plan process.

All these concerns raised were discussed at the meetings and will be further addressed through implementation of each of the Housing Element and other related elements. Moreover the future adoption of the proposed zoning consistency ordinance will further address the concerns of the residents through regulation and design guidelines.

Employment

An assessment of the prospective need for market rate housing must take into consideration the type of employment held by residents of the City. Blue collar occupations are held by 39% of the residents, white collar occupations by another 39% and the remaining 22% hold service and farm occupations. The three top occupations are held by 45% of Compton residents. The top three occupations are Office/Administrative Support, Transportation/Moving, and Production. Occupations held by Compton residents are shown in [Table 4](#).

The 2009 annual average unemployment rate for the City was 19.6% compared to 11.6% for the County and 9.3% for the nation³⁴. The City's 2009 labor force is estimated to be 37,100 persons with 29,800 persons employed and 7,300 persons actively seeking work.

2. HOUSING PLAN

INTRODUCTION TO THE HOUSING PLAN

The Housing Plan identifies the City's goals for 2008 through 2014 related to existing and future housing and sets the policies and programs for achieving them. The Plan consists of the following components:

- *Housing Element Policies* indicates those policies that will be applicable over the course of the planning period governed by this Element
- *Regional Housing Needs Assessment* provides a discussion of the Regional Housing Needs Assessment and how the City intends to accommodate its identified housing need
- *Housing Element Programs* indicates those specific programs that will be effective in assisting in the conservation of affordable housing, the development of new affordable housing, the identification and provision of new sites for residential development, and the removal of governmental constraints
- *Adequate Sites Inventory* indicates those specific sites that are available to accommodate the City's RHNA allocation
- *Fair Housing Analysis* ensures that the availability of housing is obtainable to all residents regardless of race, ethnicity, income or age.

³ United States Department of Labor, Bureau of Labor Statistics, Economic News Release, Regional and State Unemployment, 2009 Annual Average Summary

⁴ State of California Employment Development Department. *Monthly Labor Force Data for Cities and Census Designated Places (CDP)*. March 10, 2010.

HOUSING GOALS AND POLICIES

The goals and policies of the Housing Element were developed in response to housing issues identified in the technical background report and on issues and opportunities identified in community workshops that were conducted as part of a comprehensive outreach program.

Housing Issue – Housing Conservation

The goal of housing preservation is to protect the existing investment in housing and to avoid physical decline that will require larger rehabilitation efforts in the future to restore quality and value. Also, sound housing reduces potential hazards such as electrical fires, poor sanitary conditions, and exposure to asbestos. In Compton, the existing single-family housing stock represents a significant resource which would be impossible to replace due to existing construction costs. Rehabilitation of these units, as well as completion of infrastructure improvements, will help arrest the physical decline of entire neighborhoods and encourage current residents to remain in the communities in which they have invested. The following goal and supporting policies underscore the City's resolve to upgrade and preserve existing units to create safe, affordable housing opportunities, especially for prospective new owner-occupants.

Housing Goal 1. Develop a program to insure that the City's older housing stock is maintained in compliance with the Zoning and Building and Safety Codes.

Housing Policy 1.1. The City of Compton will use the City's code enforcement program to bring all substandard housing units into compliance with City codes and to improve overall housing conditions in Compton.

Housing Policy 1.2. The City of Compton will strengthen existing rehabilitation programs which provide financial and technical assistance and incentives to property owners and tenants to correct housing deficiencies.

Housing Policy 1.3. The City of Compton will provide assistance to allow the private sector to replace severely deteriorated units with sound, quality, affordable housing which meets the needs of residents.

Housing Policy 1.4. The City of Compton will work with federal housing authorities to facilitate resale and re-occupancy of FHA foreclosed units, and investigate ways in which vacant units may be occupied until resale occurs.

Housing Goal 2. Work with the private sector in providing a variety of housing types and an adequate supply of housing to meet the existing and future needs of City residents.

Housing Policy 2.1. The City of Compton will increase its efforts with private housing developers of housing to increase the availability of market rate housing for both homeowners and renters.

Housing Policy 2.2. The City of Compton will implement land use policies which allow for a range of residential densities for single-family homes, town homes, and apartments and condominiums.

Housing Policy 2.3. The City of Compton will encourage private sector production of for-sale and rental housing for special needs groups – lower income households, the elderly, disabled persons, large families, female and male -headed households, and the homeless.

Housing Policy 2.4. The City of Compton will promote the development of senior and low and moderate income housing by providing density bonuses and other incentives described in Section 65915 of the California Government Code.

Housing Policy 2.5. The City of Compton will assist residential developers in identifying land suitable for new housing development.

Housing Policy 2.6. The City of Compton will continue to expand Housing Choice Voucher opportunities by encouraging participation by owners of units located outside areas of poverty or minority concentration and informing Housing Choice Voucher Program participants of all available rental areas, both inside and outside the Housing Authority's jurisdiction.

Housing Policy 2.7. The City of Compton will encourage development of residential units accessible to disabled persons or adaptable for conversion to residential use by disabled persons.

Housing Policy 2.8. The City of Compton will when possible locate higher density residential development in close proximity to public transportation, municipal services, and recreation.

Housing Policy 2.9. The City of Compton will work with local social service providers meeting the needs of the City's homeless population, giving attention to homeless men.

Housing Goal 3. Eliminate conflicts between residential and nonresidential uses.

Housing Policy 3.1. The City of Compton will relocate non-conforming residential uses from abutting or adjacent incompatible industrial land uses. -

Housing Policy 3.2. The City of Compton will require new residential projects adjacent to commercially and industrially zoned properties to incorporate adequate buffers into site plan design.

Housing Policy 3.3. The City of Compton will perform thorough environmental review of all industrial development proposals planned near residentially zoned land.

Housing Policy 3.4. The City of Compton will assist business owners adjacent to residential neighborhoods to convert existing buildings into more "green-friendly" buildings.

Housing Goal 4. Increase opportunities for home ownership.

Housing Policy 4.1. The City of Compton will explore strategies to allow the private sector to rehabilitate FHA foreclosed units with the intent of reselling the units to first-time homebuyers and moderate income owner-occupants.

Housing Policy 4.2. The City of Compton will provide favorable house purchasing options to moderate income households, such as interest rate write-downs, down payment assistance, and mortgage revenue bond financing.

Housing Policy 4.3. The City of Compton will increase financial literacy for residents to help them qualify to purchase a home.

Housing Policy 4.4. The City of Compton will encourage alternative homeownership options, such as shared equity and limited equity cooperatives.

Housing Policy 4.5. The City of Compton will assist owners in converting rental properties into homeownership opportunities for renters.

Housing Goal 5. Promote equal opportunity for all residents to reside in the housing of their choice.

Housing Policy 5.1. The City of Compton will enact all recommendations in the Fair Housing Analysis of Impediments Study to combat barriers to achieve housing opportunities in the city.

Housing Policy 5.2: The City of Compton will cooperate with the Fair Housing Congress of Southern California through the Fair Housing Foundation to enforce fair housing laws.

Housing Policy 5.3. The City of Compton will work to link the deposit of City funds in local banks and financial institutions to those businesses' fair lending practices in Compton.

Housing Policy 5.4. The City of Compton will support programs that provide emergency funds to affordable housing homeowners and recipients of federally funded programs to keep them housed.

Housing Goal 6. Preserve government-assisted low income housing for use as affordable housing for lower income City residents.

Housing Policy 6.1. The City of Compton will preserve restricted low-income housing in the City so that there may be a pool of units for low income and special needs residents.

Housing Policy 6.2. The City of Compton will assist current tenants of subsidized rent restricted buildings that are being converted to normal market rate units to explore ownership and management options and provide relocation assistance if necessary.

Housing Goal 7. Reduce overall housing costs through programs to reduce energy costs.

Housing Policy 7.1: The City of Compton will require new residential construction to comply with State and local building code insulation and energy conservation standards.

Housing Policy 7.2: The City of Compton will identify opportunities to improve energy conservation in older, existing housing units through the residential re-sale inspection program.

Housing Policy 7.3: The City of Compton will inform City residents of the benefits of energy conservation.

Housing Policy 7.4: The City of Compton will encourage use of alternative energy sources including active and passive solar features, and fuel cells in new residential construction.

3. HOUSING NEEDS ASSESSMENT

Household characteristics provide useful information for understanding the growth dynamics and changing housing needs in the community. The Census Bureau defines a household as all persons living in a housing unit, which may range from a family related by marriage and birth to a single person living alone to unrelated individuals living together. Persons living in retirement or convalescent homes, dormitories or other group living situations are not considered households. Presently the City of Compton Zoning Code does not provide a definition of family. The new proposed Zoning Code will include many new definitions including Family. Until the Zoning Code adopts a definition of "Family", the City will use Census Bureau definition of Household.

Household Composition

Compton is a family-oriented community with a much higher percentage of family households in 2000 than Los Angeles County as shown in Table 5. Families are defined as people residing in the same house related

through blood or marriage. The higher concentration of families is consistent with the higher household size seen in Compton and suggests a need for larger homes.

Table 5 Household Type: Compton and Los Angeles County, 2000				
Households		Compton		Los Angeles Co.
	No.	%	No.	%
Families	18,613	83.4%	2,136,977	68.2%
Non-Families	3,714	16.6%	996,797	31.8%
Total	22,327	100%	3,133,774	100%
Source: U.S. Census Bureau, 2000				

Household Size

Household size is an important indicator of housing need since it may suggest an increase in the number of large families, but it may also point to a general rise in overcrowding. For example, a city's average household size over time if there is a trend toward larger families. In communities where the population is aging, the average household size may decline.

Compton's average household size increased from 3.78 persons per housing unit in 1980 to 4.39 persons per housing unit in 2009 (compared to 3.1 for Los Angeles County). There is a substantial difference in the average household size for the City and the County. According to the 2006-2008 American Community Survey 3-Year Estimates, the average household size for owner-occupied units was 4.29 persons per household compared to 4.16 persons per household for the renter occupied units, a minor difference.

Overcrowding

Overcrowding is an indicator of housing affordability. Unit overcrowding is caused by the combined effect of low earning and high housing costs in a community, and reflects the inability of households to buy or rent housing that provides a reasonable level of privacy. However, cultural factors may also play a role in overcrowding. The Census defines overcrowded households as households with greater than 1.01 persons per room, excluding bathrooms, kitchens, hallways, and porches.

The incidence of overcrowding in Compton is significant and has worsened since 1990 as shown in Table 6. When a household has greater than 1.51 persons per room, it is considered severely overcrowded. Table 7 identifies the frequency of overcrowded housing units by tenure and degree based on data from the 2006-2008 American Community Survey 3-year estimates. Overcrowding is more prevalent in rental than in ownership housing, particularly for the severely overcrowded units.

Table 6 Overcrowding Trend in Compton				
Occupied Units	Overcrowded Units - 1990		Overcrowded Units - 2000	
	No	Percent	No	Percent
Overcrowded	7,872	35.3 %	8,670	38.9 %
Total	22,323	100 %	22,303	100 %

Source: U.S. Census Bureau, 1990 and 2000

Table 7 Overcrowded Units By Tenure in Compton		
Category	Owner-Occupied	Rental
Overcrowded Units (1.01-1.50 persons/room)	13.8%	19.1%
Severely Overcrowded Units (1.51 > persons/room)	5.1%	14.2%
Total Overcrowded Units	2,490	3,205
Source: U.S. Census Bureau, 2006-2008 American Community Survey 3-Year Estimates		

Household Income

An important factor in housing affordability is household income. While upper income households have more disposable income to spend on housing, low and moderate income households are more limited in the range of housing they can afford. According to the 2000 Census, the overall median household income for the City of Compton was \$48,474 while the median family income was \$55,111. The median income for owner-occupied households was \$48,537 while the median income for renter households was \$28,640, Table 8. On average, renters in all income categories spend a greater proportion of their incomes for housing than do homeowners, and thus face greater financial obstacles in securing decent, affordable housing.

Table 8 Household Income (2000 Census)	
Median household income	\$48,474
Median family income	\$55,111.
Median income for owner-occupied	\$48,537
Median income for renter	\$28,640

Table 9 indicates the income limits established by HUD for extremely low income households, very low income households, and low income households for the year 2000 and 2008 for various household sizes (one person households up to households containing eight persons).

Table 9 HUD Household Income Limits - In Dollars			
HH Size	Extremely Low	Very Low	Low
2000 Census Data			
1	10,950	18,250	29,200
2	12,500	20,850	33,350
3	14,050	23,450	37,500
4	15,650	26,050	41,700
5	16,900	28,150	45,000
6	18,150	30,200	48,350
7	19,400	32,300	51,700
8	20,650	34,400	55,000
2008 (HUD MFI)			
1	15,950	26,550	42,450
2	18,200	20,300	48,500
3	20,500	34,100	54,600
4	22,750	37,500	60,650
5	24,550	40,950	65,500
6	26,400	43,950	70,350
7	28,200	47,000	75,200
8	30,050	50,050	80,050
Source: U. S. Dept. of Housing and Urban Development			

As Table 10 indicates, Compton has a higher percentage of very low and low income households than Los Angeles County as a whole. This disparity has important implications for multiple housing issues, such as affordability, type, and tenure.

Table 10 Lower Income Households in Compton and Los Angeles County (2000)				
Income Group	Households			
	Compton		Los Angeles Co.	
	No.	%	No.	%

Very Low	8,299	37.2%	766,551	24.5%
Low	4,637	20.8%	487,235	15.6%
Total	12,936	58.0%	1,253,786	40.1%
Source: Calculations based on HUD & Urban Decisions Systems, HUD: CHAS				

TABLE 11
PERCENTAGE OF LOW-INCOME HOUSEHOLDS OVERPAYING FOR HOUSING

Owner-Occupied Units		
Households with incomes less than 80% AMI	Paying 30% or More of HH Income	Percent
3,757	3,757	54.8
Renter-Occupied Units		
Households with incomes less than 80% AMI	Paying 30% or More of HH Income	Percent
5,086	5,086	63.9

TABLE 11 A
OVERCROWDED HOUSEHOLDS

	Owner		Renter		Total Overcrowded	
Persons per Room	Households	Percent	Households	Percent	Households	Percent
1.00 or less						
1.01 to 1.50		13.8		19.1	8,670	33.9
1.51 or more		5.1		14.2		19.3
TOTAL						
% Overcrowded by Tenure						

Housing Affordability

State and Federal standards for housing overpayment are based on an income-to-housing cost ratio of 30 percent and above. Households paying greater than this amount have less income left over for other necessities such as food, clothing, utilities, and health care. Upper income households are generally capable of paying a larger proportion of their income for housing; therefore, estimates of housing overpayment generally focus on lower income groups.

Distinguishing between renter and owner housing overpayment is important because, while homeowners may over-extend themselves financially to afford the option of a home purchase, the owner has the option of downsizing into the rental market. Renters on the other hand, are limited to the rental market and are generally required to pay the rent established in that market.

Table 11 Lower Income Households Paying More Than 30% of Income for Shelter: City of Compton (2000)				
Income Group	Owner Occupied		Renter	
	No.	%	No.	%
Very Low	2,460	61.8%	4,432	74.3%
Low	1,297	45.1%	654	32.9%
Total	3,757	54.8%	5,086	63.9%
Source: SCAG Regional Housing Needs Assessment, November 2000				

Housing affordability is a major problem for lower income households in Compton as demonstrated in Table 11. More than half of all lower income owner households and almost two-thirds of all lower income renter households pay more than 30 percent of their incomes for housing.

Housing affordability is particularly bad for very low income households, whose incomes are less than half of the county median. More than 60 percent of very low income owner households and almost 75 percent of very low income renter households pay more than 30 percent of their income for housing. The distribution of families living under the defined poverty thresholds are illustrated in Exhibit 3-2.

Cost Burden for Housing

According to the 2006-2008 American Community Survey 3-Year Estimates, 7,443 owner-occupied households paid 30% or more of their monthly income for housing. This figure represents 56% of the total owner-occupied housing units in the City. Renter households paying 30% or more of their monthly income for housing totaled 5,581 households or 58% of the total renter households in the City.

Table 12 City of Compton Housing Affordability Standards (in dollars/month), 2008			
Unit Type	Very Low	Low	Moderate
Owner-Occupied Units			
1 Bedroom	\$521	\$730	\$1,338
2 Bedroom	\$586	\$821	\$1,505
3 Bedroom	\$651	\$912	\$1,672
4 Bedroom	\$703	\$984	\$1,805
5 Bedroom	\$756	\$1,058	\$1,939
Renter-Occupied Units			
1 Bedroom	\$521	\$626	\$1,147
2 Bedroom	\$586	\$704	\$1,290
3 Bedroom	\$651	\$782	\$1,433
4 Bedroom	\$703	\$844	\$1,547
5 Bedroom	\$756	\$907	\$1,662
Note: Updated annually			

Table 12 provides a breakdown of the following income categories:

- *Very-Low* incomes refer to those household incomes that are 50% of the County median adjusted for household size
- *Low* incomes refer to those household incomes that are between 51% and 80% of the County median adjusted for household size
- *Moderate* incomes refer to those households that are between 81% and 120% of the County median household income adjusted for household size

The HCD now requires local governments to identify those households that have incomes that are classified as *extremely low income*. Extremely low income households are those households that have annual incomes less than 30% of the County median (the Households included in this category typically represent the lowest wage earners in a community with wages corresponding to the current annual minimum wage of \$8.00 per hour (as of January 1, 2008). The annual wage figure cited previously assumes full-time employment.

The Comprehensive Housing Affordability Strategy (CHAS) data are used by HOME and CDBG jurisdiction to prepare its Consolidated Plans. Data showing housing problems and the availability of affordable housing are available through the CHAS website for all counties, places, and CDBG/HOME jurisdictions.

Table 12 A HOUSING COST AS A PERCENTAGE OF HOUSEHOLD INCOME					
Owner-Occupied Units: SF3- H97					
Total Households	% of Total Households	0-20% of HH Income	20-29% of HH Income	30-34% of HH Income	35+% of HH Income
10636	42	1427	2228	1117	5864
Renter-Occupied Units: SF3- H73					
9668	39	1809	1694	1029	5136
Source: U.S. Census, 2010					
<i>Note: Some households are not accounted for; therefore, figures may slightly differ for other U.S. Census estimates for Total Households.</i>					

The CHAS data concerning overpayment for housing in the City of Compton is summarized below in Table 13A. The data indicates the overpayment for extremely low income households ($\leq 30\%$ of the County median), very low income households ($>30\%$ to $\leq 50\%$ of the County median), low income households ($>50\%$ to $\leq 80\%$ of the County median), and all of the households in the City. The households that are overpaying for housing are further identified by tenure (owner-occupied and renter households). Finally, the table indicates senior households and large-family households that are overpaying for housing.

TABLE 13 HOUSING PROBLEMS FOR ALL HOUSEHOLDS CHAS DATA BOOK (CENSUS 2010)			
	Total Renters	Total Owners	Total Households
Household Income $\leq 30\%$ MFI/ELI	2,354	1,294	4,648
% Cost Burden $>30\%$	78.4	81	79.2

% Cost Burden >50%	64.3	71.9	66.4
Household Income >30% to <=50% MFI/VLI	2,024	1,627	3,651
% Cost Burden >30%	73.1	73.6	73.3
Household Income >50% to <=80% MFI	2,150	2,487	4,637
% Cost Burden >30%	27.6	58.8	44.3

Source: U.S. Census, 2010

EXHIBIT 2

INCOME AND POVERTY IN COMPTON (2000)

SOURCE: U.S. CENSUS BUREAU

Median Household Income

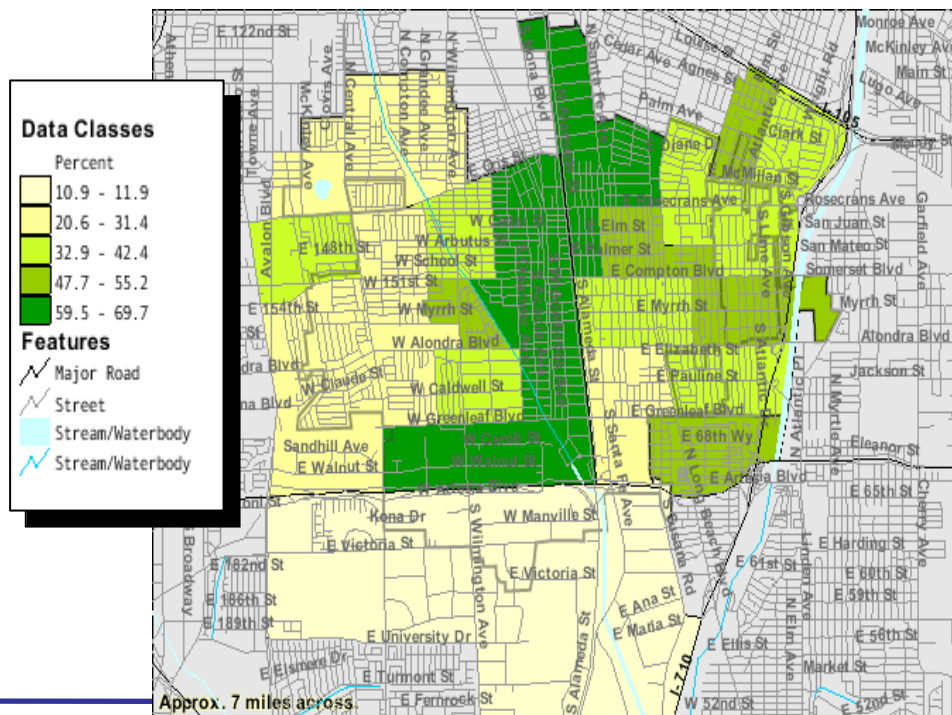
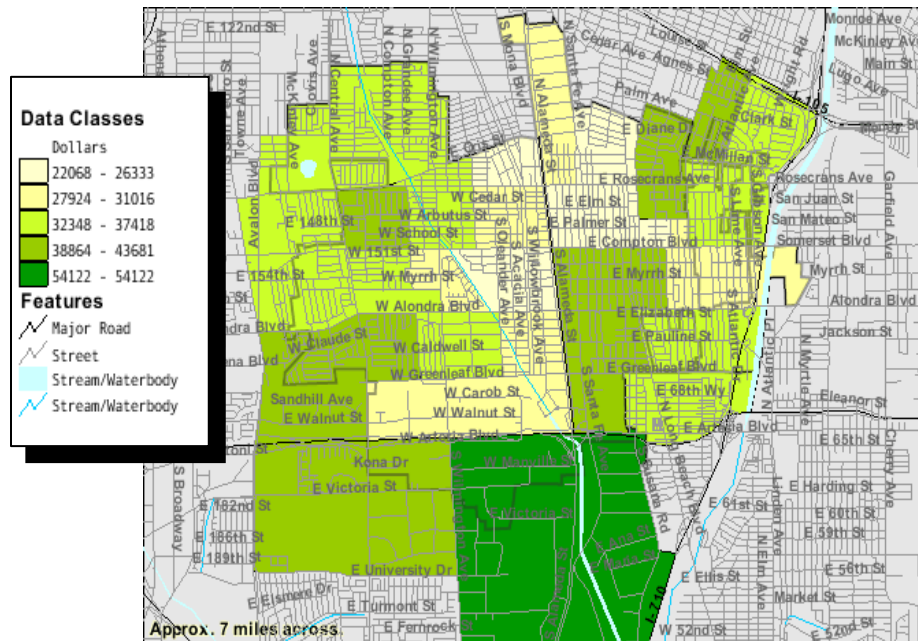


Table 13 A
Overpayment For Housing in Compton

Household by Type, Income, & Overpayment	Renters				Owners				Total House Holds
	Senior	Large Family	All other	Total Renters	Senior	Large Family	All Other	Total Owners	
Extremely Low Income	373	1,164	407	3,354	629	312	104	1,294	4,648
% Cost Burden >30%	70.8	85	68.3	78.4	76.2	86.2	72.1	81	79.2
% Cost Burden >50%	49.3	70	62.4	64.3	62.8	81.7	72.1	71.9	66.4
Very Low Income	150	779	180	2,024	478	654	83	1,627	3,651
% Cost Burden >30%	83.3	67.9	69.4	73.1	55	84.7	75.9	73.6	73.3
% Cost Burden >50%	46.7	18.5	47.2	28.9	43.7	61	71.1	57.6	41.7
Low Income	93	1,049	193	2,150	583	990	140	2,487	4,637
Cost Burden >30%	41.9	19	62.2	27.6	41.7	63.1	78.6	58.8	44.3
Cost Burden >50%	0	5.2	5.2	3.7	19.6	19.2	39.3	22.3	13.7
All Others	84	809	335	2,103	869	2,695	575	7,263	9,366
% Cost Burden >30%	4.8	1.7	7.5	6.6	15.5	16.5	37.4	21.9	18.5
% Cost Burden >50%	0	0	0	0	4	0.7	6.1	2.4	1.9
Total Households	700	3,801	1,115	9,631	2,559	4,651	902	12,671	22,302
% Cost Burden >30%	61.7	45.5	49.1	50.3	43.8	40.7	51.3	41.8	45.5
% Cost Burden >50%	36.3	26.7	31.3	29.3	29.4	18.6	24.8	20.5	24.3
Source: CHAS Data Book 2000 (for Compton, California)									

Special Needs Groups

Government Code section 65583(a)(7) requires “An analysis of any special housing needs, such as those of the elderly, persons with disabilities, large families, farmworkers, families with female heads of households and families and persons in need of emergency shelter.”

Certain segments of the population may have more difficulties in finding decent, affordable housing due to their special needs. In Compton, these “special needs” groups include the elderly, disabled persons, large households, female-headed households, farm workers, and the homeless. Below is a table that illustrates the number of special interest population/groups targeted for assistance.

Table 14 identify a number of special needs groups who have situations often leading to less income to cover the cost of housing.

Table 14
Summary of Special Needs Groups: City of Compton (2000)

Special Needs Group	Persons	Households	Percent
Large Households		8452	37
Seniors	6562*		7%
With a Disability	3434		51
Senior Households		3259	22.4%
Persons with a Disability	13,539		26
Persons with AIDS	476*		
Single Parents	4708		
Mothers with Children		3672	16.4%
Fathers with Children		1036	4.6%
Farm Workers	100*		.4%
Homeless Persons	15,879*	N/A	15

Large Households

Large households are consist of 5 or more persons and are considered a special needs population due to the limited availability of affordable and adequately sized housing. The lack of large homes is especially* evident among rental units where the number of units over three bedrooms is extremely small. Large households often live in overcrowded conditions due to both the lack of large enough units and insufficient income to afford available units of adequate size.

The City of Compton as a general rule has a larger than average household and family size than is typical of Los Angeles County as a whole. The average household size in Compton is 4.16 and the average family size is 4.45 persons. Although these numbers do not reach the established threshold of 5 persons per household, the data shows that Compton residents have a need for larger than average homes. According to the most recent 2000 Census figures, there were 8452 households that contained five or more persons per household. This figure translated into 37.percent of the total households in the City in 2000.

Senior Households

Elderly households include those *family* householders containing persons 65 years of age or older as well as *non-family* householders (persons living alone) where the individual is 65 years of age or older.

The total senior population in Compton is 6,562 which accounts for 7 percent of the total population. Seniors head about 15% of all households (22,368) in Compton. The elderly have a number of special needs including housing, transportation, health care and other services. Rising rents are a particular concern to seniors who live on fixed incomes. Nine hundred seniors or 14% fall below the poverty line. Additionally, 1,027 seniors serve as the primary caregiver to grandchildren under 18 years of age.

The CHAS databook documents that of the 3,259 senior households 1,630 or 50% of the senior households have incomes less than or equal to the median family income for Los Angeles County. This indicates a need for assistance for seniors in securing safe decent housing in Compton.

Even senior citizen homeowners, who are at an advantage because their housing payments are fixed, are still subject to increasing utility rates and other living expenses.

For those seniors that live on their own many have physical limitations both of which may inhibit their ability to maintain their homes or perform minor repairs. Moreover they may require the installation of grab bars, ramps, kitchen modifications or other physical modifications to the interior of the unit to render the unit more suitable for an elderly resident.

Special interior improvements are often needed to accommodate a disabled tenant or homeowner. For example, door frames must be wider to accommodate wheel chairs, ramps instead of stairs are needed, hand rails in bathrooms need to be installed, cabinet doors must be accessible, and light switches and other devices also need to be within easy reach. The cost for retrofitting an existing structure may cost thousands of dollars and be well beyond the reach of those households with lower incomes.

Single Parent Headed Households

Single parent households frequently have special needs for such services as childcare. Single parent households also typically have lower incomes which limits housing options and childcare opportunities. The Census reports that there are 4,708 single parent households in Compton. The majority of these households are female headed with 3,672 and 1036 households headed by males. The number of both female and male headed households bears importance in relation to social service needs, such as child care, recreation programs, and health care, which are of special concern to these households.

The City offers assistance to single parents in need of financial assistance with housing costs through the Housing Choice Voucher Program discussed on Page 47 which provided monthly rental assistance to private landlords.

Persons with Disabilities

A disability is defined as a long lasting condition that impairs an individual's mobility, ability to work, or ability to care for themselves. Persons with disabilities include those with physical, mental or emotional disabilities. Disabled persons have special needs because of their fixed income, shortage of affordable and accessible housing and higher costs associated with their disability.

According to the 2000 census an estimated 13,539 persons or 26 percent of the population have one disability. Approximately, 77 individuals have self care limitations and require daily assistance in living. The living arrangements for persons with disabilities depend on the severity of the disability. Many persons live at home in an independent environment with help of other family members. To maintain an independent living environment, disabled persons can require one or several forms of assistance. This assistance can be special housing design features.

Unless such provisions are made for disabled persons during original construction, such facilities will not likely be provided in sufficient numbers in typical rental projects. The lack of such housing is even more pronounced when it comes to market-rate rental units. Special interior improvements are often needed to accommodate a disabled tenant or homeowner. For example, door frames must be wider to accommodate wheel chairs, ramps instead of stairs are needed, hand rails in bathrooms need to be installed, cabinet doors must be accessible, and light switches and other devices also need to be within easy reach. The cost for retrofitting an existing structure may cost thousands of dollars and be well beyond the reach of those households with lower incomes.

The City does not require special building codes or onerous project review to construct, improve or convert housing for persons with disabilities. Additional discussion on persons with disabilities is provided on Page 37 of this document.

Analysis of Persons with Developmental Disabilities

The total number of persons identified in the 2010 Census (American Community Survey) as having a disability was 12,629. The disability status of Compton residents are summarized below in Table 14A. Not

surprisingly, the great majority of those persons with a disability are seniors. With an aging population, this number is likely to increase in the coming years.

Table 14A Disability Status of Compton Residents			
	5-17 years	18-64 years	65 years plus
Total Population	21,145	58,659	7,478
Population with Disability	1,544	7,439	3,646
Hearing Disability	198	1,494	820
Vision Disability	334	1,898	1,091
Cognitive Disability	1,349	4,620	1,039
Ambulatory Disability	243	4,415	2,735
Self Care Disability	437	2,548	1,375
Independent Living Difficulty	NA	3,825	2,277
Source: 2011 American Community Survey			

The City of Compton is located within the service area of the South Central Los Angeles Regional Center for Persons with Developmental Disabilities, Inc. (SCLARC) which is a private, non-profit, community based organization. The SCLARC contracts with the State Department of Developmental Services (DDS) to coordinate services for individuals with developmental disabilities and their families. According to the SCLARC, there are currently 310 consumers being served by the regional center. Key services offered by the SCLARC include the following:

- **Adult Day Program.** The Adult Development Center (ADC) includes various community programs for adults that are in the process of acquiring self-help skills. These services assist in the development of skills related to interaction so that the disabled individual may make their needs known, and to enable them to respond to instructions. These programs focus on the development and maintenance of functional skills required for self-advocacy, community integration, employment and self-care.
- **Sheltered Workshops.** Participants may also participate in a sheltered, five-day per week workshop and perform as if they are working at a regular job for which they receive monetary compensation.
- **Behavior Management Day Programs.** These programs serve adults with severe behavior disorder and/or dual diagnosis who, because of their behavior problems, are not appropriate for any other community-based day program.
- **Residential Placement.** Residential Direct Support Professionals provide services to children and adults who are unable to reside in the family home. Temporary placements are utilized in unusual circumstances that may occur in emergencies or whenever appropriate placements are not available. There are also Intermediate Care Facilities for the developmentally disabled and skilled nursing care on an extended basis. Most SCLARC consumers placed in residential facilities are eligible for SSI/SSA benefits, as well as Medi-Cal.
- **Supported Living.** Adults with developmental disabilities, regardless of the degree of the disability, have the right to live in homes of their choice as long as they are provided with services that will ensure and enhance their success with integration into mainstream society. Supported living

services consist of services to adults with developmental disabilities that choose to live in homes they themselves own or lease in the community.

- *Independent Living Training.* Independent living services is a 6 month service available to persons 18 years of age and older who are not enrolled in school and have demonstrated potential for living on their own with a minimal amount of supervision. Training is provided in all areas of home management (budgeting, housekeeping, cooking, etc.) and should not be confused with the activities of daily living (bathing, grooming, toileting, etc.).
- *Supported Employment.* Supported employment programs provide support to adults who are interested in competitive employment. Supported employment programs are funded by the Department of Rehabilitation

Homeless Persons in Need of Emergency Shelter

Homelessness is defined as not having a permanent address, sleeping in places not meant for habitation, not having a place to change clothes or bathe. Homelessness typically occurs because there is insufficient income to weather a personal financial crisis such as a loss of employment or family illness and continue to pay for housing. Mental disabilities, drug and alcohol additions also contribute to creating homeless individuals.

Based on the 2009 Greater Los Angeles Homeless Count, for Los Angeles County there are an estimated 48,053 homeless people that includes 42,694 in the Los Angeles Continuum of Care service area managed by the Los Angeles Homeless Services Agency (LAHSA) and 5,359 managed by the cities of Long Beach, Pasadena and Glendale. Within LAHSA, 10,245 are chronically homeless individuals who have been on the streets for a year or more or have had 4 episodes of homelessness in the last 3 years, and who have one or more disabling condition such as mental illness, substance abuse, and health conditions.

- The proportion of chronically homeless people according to LAHSA is 25%, one of the highest proportions of all major metropolitan areas in the country.
- LAHSA, reports that 47% are Black/African American, 21% White, 29% Hispanic or Latino, and 3% Asian/Pacific Islander/ American Indian/ Alaskan Native. Black/ African Americans are overrepresented as they make up roughly 9% of the County population.
- LAHSA reports there are 4,885 members of homeless families
- LAHSA reports of the 42,694, only 14,050 homeless are in shelters

Table 15 lists the programs offering housing support to the Homeless person. Compton provides numerous resources and shelter locations for the homeless.

Transitional housing is a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. A person may live in a transitional housing unit for up to two-years while receiving supportive services that enable independent living. A transitional housing facility operated by the Shields for Families, Inc. is located at 1415 E. Alondra Boulevard in Compton. This facility provides transitional apartment-style housing and support for homeless families suffering from substance abuse. A total of 106 units are provided by this facility.

Supportive housing refers to permanent rental housing that also provides a wide array of support services that are designed to enable residents to maintain stable housing and lead more productive lives. Supportive housing is most often targeted to persons that have greater risk factors such as mental illness or drug dependence that could ultimately lead to prolonged homelessness. The types of support services that may be provided include medical and mental health care, vocational and employment training, substance abuse counseling, childcare, and independent living skills training. Supportive housing can be in any type of residential structure including a single family detached unit or an apartment building.

Emergency, Transitional and Supportive housing are currently being treated as permitted land uses even though they are not called out in the Zoning Ordinance in compliance with SB2. The City made a policy decision to treat these temporary housing types as permitted by right land uses in compliance with State law and will formalize this policy in the upcoming Zoning Consistency Program. In the proposed revised zoning ordinance these temporary housing land uses will be specifically listed as permitted in all single family and multifamily zones.

Currently, the City's Zoning Ordinance permits emergency shelters, transitional and supportive housing in any non residential zone district subject to a Conditional Use Permit. In addition, the City however will create through the Land Use Element an Emergency Shelter Housing Overlay Land Use Designation which will over Wilmington Avenue and Long Beach Avenue where these land uses will be treated as permitted uses across multiple zones. The designated corridors are on the east and west portions of the City. The Long Beach Blvd. corridor is located on the eastern portion of the City and runs almost the entire length of the City. The Wilmington Avenue corridor is located on the western portion of the City and runs from El Segundo Blvd. to Greenleaf Blvd. The overlay zones total approximately 325 lots containing 101 acres of land. The overlay designation encompasses the Multi-Family, General Commercial, Mixed Use and Low Density zones. The emergency overlay land use designations areas are shown on Exhibit 3-5.

Single Room Occupancy (SRO) Units

There are several definitions of a single room occupancy hotel. Below are the more common definitions:

1. SRO hotel room means a guest room or efficiency unit, as defined by California Health and Safety Code section 17958.1, intended or designed to be used, or which is used, rented, or hired out, to be occupied, or which is occupied, as a primary residence.
2. A single room occupancy (more commonly SRO, sometimes called single resident occupancy) is a multiple tenant building that houses one or two people in individual rooms (sometimes two rooms, or two rooms with a bathroom or half bathroom), or to the single room dwelling itself. SRO tenants typically share bathrooms and / or kitchens, while some SRO rooms may include kitchenettes, bathrooms, or half-baths. Although many are former hotels, SROs are primarily rented as a permanent residence.
3. The expression "single room occupancy" or, more commonly "SRO", refers to a building that houses people in single rooms. This means that tenants must share bathrooms and kitchens. The term originated in New York City, probably in the 1930s (the Oxford English Dictionary provides an earliest citation of 1941), but the institutions date back at least fifty years before the nickname was applied to them.

SROs are a viable housing option for low income people, students, single tenants, seasonal or other traveling workers, empty nester widows / widowers, or others who do not desire or require large dwellings or private domestic appliances. The smaller size and limited amenities in SROs generally makes them a more affordable housing option, especially in gentrifying neighborhoods or urban areas with high land values. The rents of many disadvantaged tenants may be paid in full or in part by charitable, state and federal programs, giving incentive to landlords to accept such tenants.

Some SRO buildings are renovated with the benefit of a tax abatement, with the condition that the rooms are rented to tenants with low incomes, and sometimes specific low income groups, such as homeless people, people with mental illness, people with AIDS, and so on. An SRO does not include any individual in which the person is housed or detained under legal restraint or hospitalized or otherwise under medical, nursing or psychiatric care, or fraternity or sorority houses.

The present City of Compton Zoning Code is silent on the development of Single Room Occupancy projects. However, upon adoption of the General Plan 2030, the City funded Zoning Consistency program will be initiated and Single Room Occupancy developments will be specifically listed as a permitted land use in

commercial zones with development standards specified. Presently, SROs are allowed within any commercial zone with a Conditional Use Permit since they are treated similar to Hotels. However, they will be permitted as a use by right in any Commercial or Mixed use zone covered by the Emergency Shelter Overlay Land Use designation area on both Long Beach Blvd. and Wilmington Avenues. This a potential 2.6 mile long, 101 acre, 350 lot overlay area being created within the City where SROs will be permitted by right.

Moreover, under the proposed General Plan Zoning Consistency Ordinance the development regulations controlling the development of SROs will be created incorporating reduced standards from the typical commercial hotel development standards. SROs are recognized to be different from hotels and typical multi-family residential developments. Minimum room size as well as parking standards will be analyzed and reduced. Table 25 shows the variety of housing types that are permitted by right in the various residential zones.

Emergency Shelter Grant Program and Homelessness Prevention and Rapid Re-Housing Program

The Los Angeles Homeless Service Authority (LAHSA) has developed its Continuum of Care system to assure a coordinated effort to provide services to the homeless and at-risk population in Los Angeles County. Working with LAHSA, the Compton Planning and Economic Development Department will develop a resource list of the Los Angeles County and local agencies that receive federal funds from the American Recovery and Reinvestment Act, the U.S. Department of Labor, the U.S. Department of Health and Human Services, and others.

The Compton Planning and Economic Development Department will distribute this list to each household that receives Homelessness Prevention and Rapid Re-Housing Program (HPRP) financial assistance. It will use the list to link participating households with other needed services in order to help keep them housed.

Each year, the City receives approximately \$90,000 of Federal Emergency Shelter Grant (ESG) funding to assist the City in meeting the housing needs of both the homeless and at-risk residents. The City will leverage the HPRP funds with the ESG funds by collaborating with two non-profit agencies that received the City's ESG funds for emergency shelter services during the 2008-2009 and 2009-2010 fiscal years,

The City will also work in partnership with the Los Angeles Homeless Services Authority (LAHSA). LAHSA is comprised of community-based organizations, City representatives, businesses, health care entities, veteran service organizations, churches, community colleges, State universities, and formerly homeless individuals. Because of the vast size of the Los Angeles County, Local Service Planning Areas (SPAs) were established. The City of Compton is a part of SPA 6.

LAHSA will help the Local Housing Authority to identify other area service providers that may be of assistance to the program participants so that they can develop support networks that will enable them to remain in their existing housing and not become homeless.

The Compton Grants Division will directly input the necessary data into LAHSA's HMIS so that reports concerning the City's HPRP outcome will be generated as required by HUD. It is the City's intention that at least two staff persons will be trained by LAHSA in the proper use of the HMIS. The HMIS will provide data on the unduplicated count of at-risk of homeless persons receiving services; track service usage; and report on the accomplishments of the households receiving financial assistance through the program.

The City's FY 2005-2010 Consolidated Plan identified homeless programs as a high priority need and estimated that, at any given time, there are approximately 1,666 homeless individuals and families living within the City of Compton. Due to the economic crisis and high housing costs, the homeless population is increasing. The use of the City's HPRP funds to pay for "shallow" subsidy rent payments for households that are at-risk of becoming homeless and have no other housing options available to them is consistent

with the priorities presented in the City's Consolidated Plan. The City's goal is to prevent additional residents from becoming homeless.

The Grants Division intends to accept referrals for HPRP financial assistance from the following local non-profit agencies that receive the City's ESG funds for emergency shelter services:

Capacity of Emergency Shelter Overlay Zone

As part of the proposed Emergency Shelter Overlay Zone determining what the maximum capacity of proposed rooms is problematic at best. There are too many unknowns and assumptions that have to be made.

The proposed Overlay Zone will cover two commercial corridors from approximately El Segundo Blvd to Greenleaf Blvd in the south. A distance of 2.6 miles for each corridor through the City. The zoning within these two corridors where Emergency Shelters will be permitted by right is limited commercial and Mixed Use. The proposed land use map shows the overlay zone on Long Beach Blvd and Wilmington Avenue.

These two major streets were selected for locating emergency shelters because they offer within walking distance access to several community services such as public transportation, retail services and medical care. Additionally, there are multiple employment opportunities along these two main streets as cross streets such as Compton Blvd., Rosecrans Avenue and Alondra. One mile west of Long Beach Blvd. is the MTA Greenline light rail that runs from the City Los Angeles to the City of Long Beach. Both Wilmington and Long Beach have several older commercial retail buildings that would be excellent candidates for redevelopment or conversion to an emergency shelter.

A field survey of the corridors revealed that there are a few vacant sites and other commercial buildings suitable for conversion to emergency shelters. A rough estimate of the potential number of rooms that could be provided is 200. Based on 2011 homeless count by the Los Angeles County HAS Compton has approximately 851 homeless persons with about 215 unsheltered persons.

Typically, for new construction the maximum number of units/rooms of any emergency shelter or single room occupancy proposal would be governed by zoning ordinance development standards such as maximum site coverage, FAR, building height, parking, and setbacks. Similarly, determining the maximum unit capacity of an existing commercial building converted to an emergency shelter or single room occupancy would also be governed not only by the zoning ordinance, but the building code as well. There is no way to accurately predict the theoretical maximum capacity of rooms. Each site must be analyzed on a case by case basis. The closest standard that could apply is the Residential High Density regulation of one unit per 1,500 square feet of site area. However, it is inappropriate to apply a multi-family standard to essentially a hotel type of use. To do so would unfairly restrict the number of potential rooms and represent an unreasonable governmental constraint.

Additionally, until the proposed Emergency Shelter Overlay Zone is written to address unit/room density, the City cannot make any reasonable calculation that could be logically proven. Once the proposed Overlay Zone is written, however each proposed site could be analyzed and a theoretical maximum number of units determined.

The City can only state that it is committed to creating an Emergency Shelter Overlay Zone which treats emergency shelters and single room occupancy uses in certain non-residential zones as permitted uses without placing punitive regulations such as high parking standards on them.

Emergency Shelter Grant

The City provides financial support using funds from the federal Emergency Shelter Grant program to Compton-based non-profits that provide housing and social services to homeless individuals and families. Table 16 provides a summary of the accomplishments of these agencies in Compton that directly assist homeless individuals for the period 2000 to 2004.

Table 15 Homeless Shelter Providers in Compton and South Los Angeles Area (2010)		
Facility Description	Description of Services	Service Capacity
Compton Welfare Rights Organization, 528 W. Almond St., Compton, CA 90220	Emergency shelter for women and children.	36 beds
Peace & Joy Care Center, confidential site in Compton	Emergency shelter for domestic violence victims and their children. Provides housing, meals and support.	120 Beds
County of Los Angeles, Winter Shelter Program	Provides emergency shelter from the cold from December through March.	2,000 additional emergency shelter beds
People Helping People. 5701 S. San Pedro Street, Los Angeles, CA 90011	Emergency shelter, meals, access to showers and toilets. Referrals to more comprehensive programs.	Year-round shelter with 110 Beds Winter shelter with 150 Beds
Henderson Community Center. 911 E. 25th Street, Los Angeles, CA 90013	Transitional shelter for women. Full service including clothing, case management and housing assistance.	28 Beds
Centers for Women and Children, confidential site in Los Angeles	Transitional housing for homeless domestic violence victims. 30 day emergency shelter before 2 years in transitional housing..	20 emergency beds.
Los Angeles Homeless Services Authority, 811 Wilshire Blvd., 6th Floor, Los Angeles, CA 90017	Lead agency in the Los Angeles Continuum of Care, and coordinates and manages over \$70 million dollars annually in Federal, State, County and City funds for programs providing shelter, housing and services to homeless persons in Los Angeles City and County.	14,050 in shelters including some of those above
Faithful Services Outreach. 1412/1414 W. 37th Drive, Los Angeles, CA 90018	Emergency housing and services for women, children and pregnant women. No more than 4 children. Mothers must be 18.	10 beds for 30 days. Limit of 2 children, must be between the ages of 6 months and 9 years old.
First to Serve, Inc. 1017 W. 50th Street, Los Angeles, CA 90037	Transitional housing and services for homeless men dually diagnosed (HIV/AIDS, substance abuse and/or mental health)	14 men for 2 year periods
The Shields for Families, Inc. 1415 E. Alondra Boulevard, Compton, CA 90221	Transitional apartment-style housing and support for homeless families suffering from substance abuse.	Keith Village Apartments – 86 units Naomi Village Apartments – 20 units
Palms Residential Care Facility. 8480 S. Figueroa Street, Los Angeles, CA 90003	Transitional housing for homeless persons with multiple diagnoses (<i>HIV/AIDS, mental illness and/or substance abuse</i>)	37 Beds
Casa de Rosas, Inc. 2600 S. Hoover Street, Los Angeles, CA 90007	Emergency housing, meals and support services. Target population is single women.	30 Beds
Testimonial Community Love Center. 5721 S. Western Avenue, Los Angeles, CA 90062	Emergency housing for women and children. Meals, support services and life skills training.	40 Beds
A Community of Friends. 9130 S. Figueroa Street, Los Angeles, CA 90003	Permanent housing for homeless persons suffering from chronic mental illness.	Figueroa Court Apartments - 39 units
Dept. of Children and Family Services. 1525 W. 105th Street, Los Angeles, CA 90047	Transitional Housing Program for Homeless Young People. Services for 18-21 year-olds emancipated from the foster care system	250 Beds

Watts Labor Community Action Committee, 8501 S. San Pedro Street, Los Angeles, CA 90003	Emergency shelter for women with children. Provides meals, support services, child care, and job training. Referrals to transitional and permanent housing.	40 Beds
Source: Los Angeles Homeless Services Authority		

The table above shows that there is a capacity in Compton and the surrounding communities for 16,930 beds. Based on 2011 homeless count by the Los Angeles County HAS Compton has approximately 851 homeless persons with about 215 unsheltered persons. There is more than enough capacity to accommodate the existing homeless population.

A field survey of the Long Beach overlay zone corridor revealed that there a five vacant lots, three vacant retail buildings, one 50 room hotel and one apartment building that could be converted or redeveloped into emergency, supportive and transitional housing. The field survey also revealed that there were several buildings and business that were either closed or appeared to be ready for closure. A rough estimate of the potential number of beds that could be provided is 250. A field survey of the Wilmington Ave overlay zone corridor revealed that there is only one vacant lot

All of the special needs groups discussed above typically have an increased need for financial assistance to secure decent affordable safe housing whether a rental or ownership residence. The City offers several housing assistance programs to citizens of Compton. These programs are listed below.

- Housing Choice Voucher Program (Rental)
- Family Self-Sufficiency Program
- Housing Choice Voucher Portability
- Housing Choice Voucher Homeownership
- Program
- First Time Homebuyers Program (Home Ownership)
- Deferred Equity Loan Program (Housing
- Rehabilitation)
- Emergency Assistance Program
- Fix-it Grant Program
- Neighborhood Stabilization Program
- Homelessness Prevention and Rapid Re-Housing
- Program
- Emergency Shelter Grant Funding

**Table 16
Emergency Shelter Grant Summary of Accomplishments from the Period 2000 to 2004**

Funded Agency	Cumulative Emergency Shelter Grant Funding Allocation	Other Funding (Grants + volunteer time + donations)	Total Clients Served	Meals Provided	Permanent Housing Clients Served	Transitional Housing Clients Served
Compton Welfare Rights	\$121,000	\$897,392	1,244*	96,281	75	65
House of Redeemed	\$105,500	\$110,950	626	19,049	26	13
Ms. Essie's House of Faith	\$65,420	\$110,950	588	985	n/a	n/a

Peace & Joy Care Center	\$94,500	\$147,140	816	303	n/a	385
Source: City of Compton Consolidated Annual Performance and Evaluation Report Program Year 2003/04 * - may include duplicate counts						

Farm workers

Farm workers are traditionally defined as persons whose primary incomes are earned through seasonal agricultural work. Farm workers have special housing needs because they earn lower incomes than many other workers and move throughout the season from one harvest to the next.

The census identifies only 100 residents as employed in the industries of farming, fishing or forestry representing less than one-half of one percent of the City's labor force. Therefore, given the extremely small percentage of farm workers with the City of Compton, the city has no special housing programs beyond programs targeted for low income persons.

Housing Stock Characteristics

A community's housing stock is the collection of all its housing units. A housing unit is defined as a house, apartment, or a single room, occupied as a separate living quarters or, if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall.

Housing Types

According to estimates prepared by the State Department of Finance (DOF), there were 24,177 housing units in the City in 2009. Of this total, 66.5% of were classified as single-family *detached* units while 9.1% were classified as single-family *attached* units. Duplex units and smaller multifamily developments (up to 4 units per structure) made up 9.3% of the City's total housing stock. Multifamily developments containing five or more units in a single structure made up 12.0% of the City's housing stock. Mobile homes accounted for 2.7% of the total housing units. Table 17 lists the 2009 DOF housing type estimates for Compton.

Table 17 2009 Estimated Single & Multi-Family Housing Types in Compton		
Unit Type	No. of Units	% of Total
Single Family Detached	16,087	66.5%
Single Family Attached	2,202	9.1%
2-4 Units	2,237	9.3%
5+ Units	2,903	12.0%
Mobile Homes	648	2.7%
Total	24,177	99.6%
Source: State of California Dept. of Finance. 2009		

The number of housing units in Compton has grown steadily over the past two decades in spite of the City being essentially built-out for many decades. This newer residential development is largely infill development on parcels that were developed in lower residential densities or in some other nonresidential

land use. Table 18 compares the growth in Compton with the growth in nearby cities and the County. The data included in Table 18 was derived from Census statistics for the years 1980, 1990, and 2000.

Table 18 Comparison of Housing Growth: Compton and Surrounding Areas				
City	Total Housing Units			Change 1980-2000
	1980	1990	2000	
Compton	22,447	23,239	23,780	5.9%
Carson	23,259	24,441	25,306	8.8%
Gardena	17,562	19,307	21,037	19.8%

Lynwood	14,480	14,525	15,004	3.6%
Paramount	11,730	13,726	14,633	24.7%
South Gate	23,589	22,946	24,277	2.9%
Los Angeles Co.	2,855,750	3,163,343	3,270,909	14.5%
Source: California State Department of Finance, Controlled Population Estimates for 4/1/1980 and U.S. Census Bureau, 1990 and 2000 Census				

The growth in housing since 1990 has been in attached single-family and multifamily housing. Table 19 compares the types of housing in the City for 1990 and 2000. As indicated in the Table, there has been a modest increase in the number of single family detached housing and significant increase in multi-family housing.

Housing Tenure

Housing can be categorized by tenure or occupancy, owner-occupied versus renter-occupied. The tenure distribution of a community's housing stock (owner versus renter) influences several aspects of the local housing market. Residential mobility is influenced by tenure, with ownership housing evidencing a much lower turnover rate than rental housing. Housing overpayment, while faced by many households regardless of tenure, is far more prevalent among renters. Tenure preferences are primarily related to household income, composition, and age of householder.

Table 20 reveals that the proportion of households that are renters has remained stable in the last decade after the small increase during the 1980s. The vacancy rate in Compton rose from about 3 percent in 1990 to about 6 percent in 2000. According to the most recent DOF data (2009), the vacancy rate stands at 6.1 percent. Although the total number of housing units in the city increased over this period, the percentage of occupied units decreased slightly. Housing tenure data from the 2000 Census is mapped in Exhibit 3-3.

Table 19
Change in Compton Housing Single Family Types from 1990 to 2000

Housing Type	1990 Census		2000 Census	2000 Census	Change Between 1990 and 2000	
	No. of Units	Percent			No. of Units	Percent
Detached Single Family	16,329	68%	15,815	67%	(486)	-3.2%
Attached Single Family	1,572	7%	2,139	9%	433	36%
Total Single Family	17,901	74%	17,954	76%	(53)	.03%
2-4 Multi Family Units	2,653	11%	2,265	10%	(388)	-15%
5+ Multi Family Units	2,972	12%	2,923	12%	49	-17%
Mobile Homes	6,29	3%	638	3%	9	1%
Total, All Housing Types	24,155	100%	23,780	100%	(383)	-1.6%

Source: U.S. Census Bureau, 1990 and 2000 Census

Table 20
Trends in Compton Housing Tenure

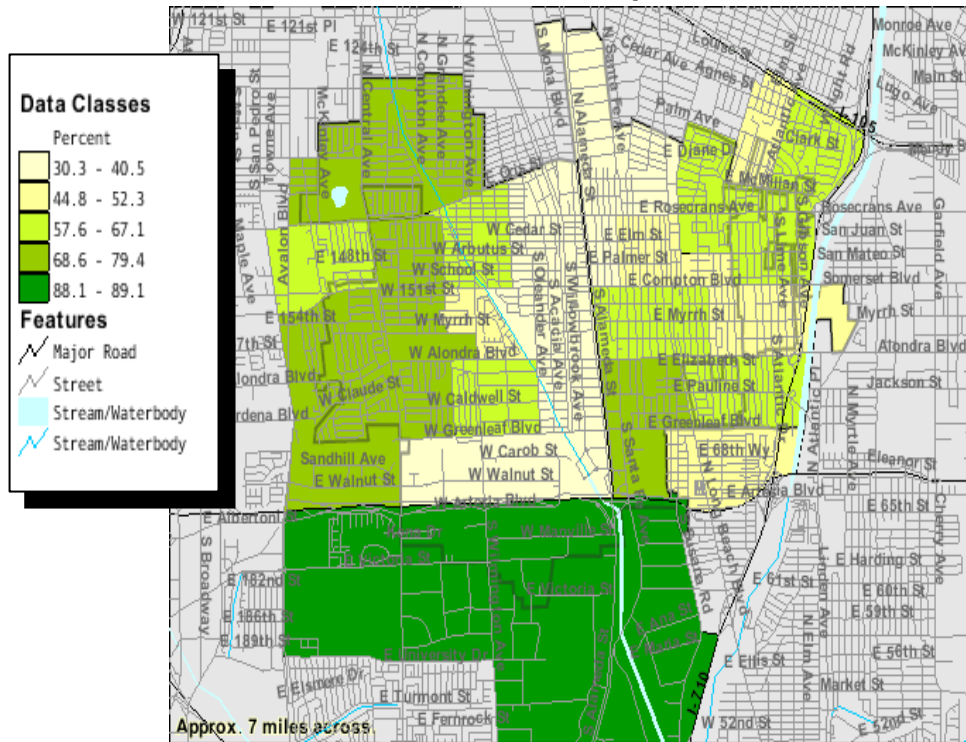
Tenure	No. of Units	Percent
1990 Tenure Statistics		
Owner	12,833	56.80%
Renter	9,760	43.20%
Total	22,593	100%
2000 Tenure Statistics		
Owner	12,684	56.90%
Renter	9,619	43.10%
Total	22,303	100%

Source: U.S. Census Bureau, 1990 and 2000 Census

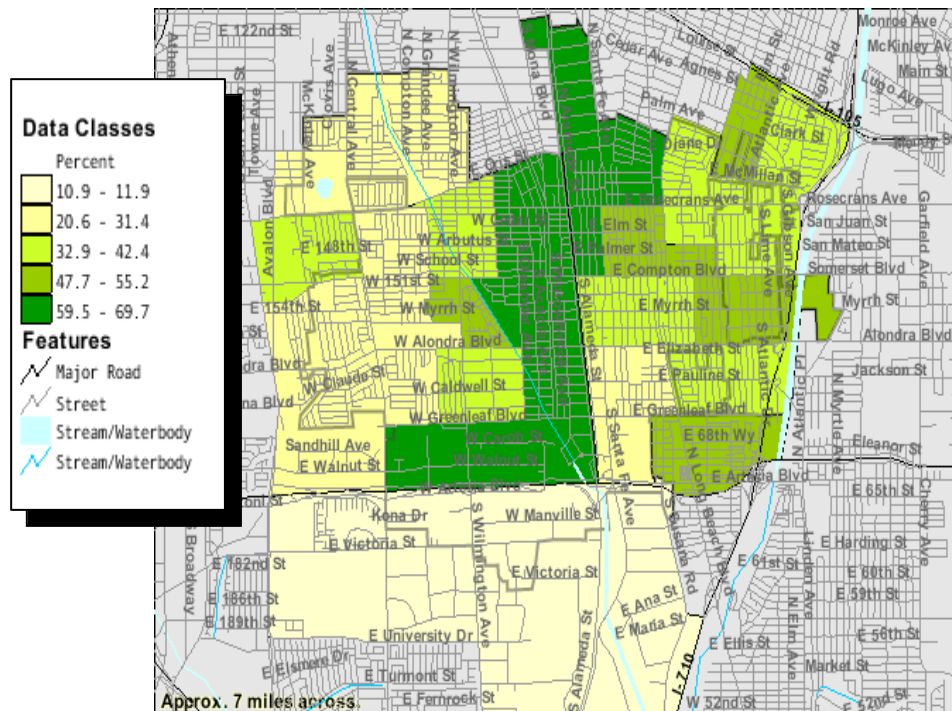
EXHIBIT 3 HOUSING TENURE IN COMPTON (2000)

SOURCE: U.S. CENSUS BUREAU

Owner Occupied



Renter Occupied



Age and Condition of Housing Stock

Compton has an older housing stock; over 90% of the housing units removed for new development were built before 1939 leaving roughly 60% of the housing units over 45 years old. Table 21 provides a breakdown of housing units by year built in Compton and the Los Angeles-Long Beach Metropolitan Statistical Area.

Table 21 Age of Housing Stock		
Year Constructed	Compton	Los Angeles-Long Beach SMSA
Before 1939	9.1	14.45 %
1940-1959	50.3	31.12%
1960-1969	18.3	14.66%
1970-1979	9.3%	15.10%
1980-1989	8.4	9.38%
1989-1999	3.4	9.16%
2000 - 2009	1.2%	7%
Total Units	100%	100%
Source: U.S. Census Bureau, 2000 Census, 2003 American Housing Survey and City of Compton		

Compton has a higher proportion of older housing than the Los Angeles-Long Beach Metropolitan Statistical Area where nearly 18% more of housing in Compton was built before 1970 (see Table 20). In addition, the percentage of residents considered low or very low income by HUD is higher in the City of Compton (58%) than Los Angeles County (41%). Given the combination of older housing stock and lower income residents, the percentage of substandard housing and housing in need of rehabilitation is expected to be higher than that found in the larger metropolitan area. Aging and deteriorating housing stock can have severe negative effects on housing quality and quality of life.

A citywide visual survey was conducted in May 2011 to ascertain the condition of the housing stock within the city. Housing condition was evaluated according to the following four categories and criteria:

Standard Condition: Units that did not appear to require repairs. Units in this category were also generally well maintained and were typically new.

Minor Repair Condition: Units in this category require some minor repairs that would not require a contractor and are cosmetic in nature..

Major Repairs Condition: Units in this category were visibly in need of major repairs or renovation. These repairs were deemed necessary either due to extensive deterioration of cosmetic elements such as finishes or through materials.

Dilapidated: Indicates that structures present are in such a state as to pose a danger to the inhabitants or have apparent structural problems.

Compton as the 8th oldest City in Los Angeles County experienced most of its housing construction boom in the post World War II years.

The age of the housing stock combined with below Los Angeles County median income levels for a majority of the City residents creates a significant impediment to regular property maintenance not typical of other more affluent communities. However, with this fact in mind the survey results identified that a majority of units irrespective of age fell into the Standard and Minor repair condition categories. The homes in these two categories were comprised of post war boom homes typically single level wood frame homes with a stucco exterior. There were also a large number of more contemporary two story homes constructed within the last twenty years. The majority (55%) of these homes despite being 60 years old do not appear to warrant any concern for their longevity or ability to provide quality low/moderate income housing. It was clear that several neighborhoods reflected significant reinvestment by their property owners.

The Major Repairs Condition category is the next category where most of the remaining homes (25%) could be classified. These homes were older homes and tended to be located in the central and northern portions of the City. Most of the problem areas observed consisted of poor or dead landscaping, broken fences, cracked stucco walls, broken windows, walls in need of general restuccoing and repainting and roofing repairs.

Lastly, there are a minority of homes (20%) that could be classified as Dilapidated. These homes are in need of significant repairs or in some cases demolition.

While a significant number of housing units in Compton were constructed prior to 1969, age alone is not a valid indicator of the presumed condition or repairs needed. The premise that the older the unit is the more likely it is to require some form of repair or maintenance is not always the case. Older units have typically already had major renovations or remodeling. As can be shown by the survey of the typical Compton residences, most are maintained and not in need of significant repairs. As a result housing age data alone should not be used to presume a negative condition of the City's housing stock.

Proactively, the City is proposing through increased code enforcement to implement Housing Goals 1.1, 1.2, and 1.3 which mandate increased enforcement of health and safety code violations, strengthened rehabilitation and financial assistance programs, and replacing severely deteriorated units with new affordable housing. Additionally, with the financial assistance of the Emergency Assistance and Fix It Programs to assist in the repair of the units, any concern about the useful life of the housing stock will be satisfied. The City of Compton will assist by seeking out additional funds to assist low and moderate income households.

GENERAL PLAN DESIGNATIONS

The residential land use designations contained in the General Plan, and the associated density standards and potential dwelling unit yields are summarized as follows.

Single Family Residential (1 to 12 units/net acre/3224 acres) 38,688 max units

Multifamily Residential (12.1 to 34 units/net acre/587 acres) 19,958 max units

Multi-Family Residential (with Smart Growth Overlay) (12.1 to 34 units/net acre/ 13 acres) 442 max units

The General Plan build-out figures above do not include the development possible in the area governed by the Brickyard Specific Plan where a possible 1,250 new residential units are proposed.

Below are the General Plan residential land use designation descriptions:

Single Family Residential (1 to 12 units/net acre)

The Single Family Residential category permits low scale residential development at densities of up to twelve units per acre. Based on an average Compton household size of 4.4 persons per dwelling, the maximum population density is 53 persons per acre. Development included within this land use category consists of single-family houses that may include both detached and attached units. Other permitted uses include schools, churches, day care homes, public utilities and facilities, and similar uses generally considered compatible with and serving the needs of residential neighborhoods. Existing single-family housing development in Compton consists of conventional subdivisions as well as large lot developments (10,000 square feet and larger lot sizes), in the Richland Farms community.

The City of Compton Zoning Ordinance consists of three residential zones that would implement the Low Density Residential designation. The Residential Agriculture zone will accommodate densities of one to four single family units per acre. The Low Density Residential zone will accommodate densities of five to seven units per acre. The Medium Density Residential Zone will accommodate densities 7 to 12 units per acre.

Additionally, the Zoning Ordinance allows for the development of Secondary Dwelling Units as a permitted land use within the Residential Agriculture and the Low Density Residential zones in accordance with California Government Code Section 65851.1 and .2.

Multifamily Residential (12.1 to 34 units/net acre)

Multifamily Residential development includes apartment complexes, townhomes, condominium projects, as well as any of the non residential uses permitted in the lower density residential categories. This land use designation permits development at densities of up to 34 units per acre. Based on an average household size of 4.4 persons per dwelling, the maximum population density is 150 persons per acre. Only those development projects that incorporate superior design characteristics or provide amenities for residents, such as onsite recreation, open space above the minimum requirements, or covered parking will be allowed to build at densities over 20 dwelling units per acre. Developments involving housing for senior citizens or other City-identified special needs groups may achieve higher densities. Density bonuses above 34 units per acre maximum are permitted if a housing development meets the requirements set forth in Section 65915 of the State Planning Code

The City of Compton maintains a high engineering standard for curbs, gutters, sidewalks, and streets, and these standards govern construction in terms of width and grade. In the past, the City has approved residential subdivisions with private streets where the standards have been modified to reduce housing costs. In the future zoning consistency program the City will continue to review the general development standards to explore strategies for modification to determine if the standards can be reduced without reducing their level of safety or effectiveness in the City.

4. HOUSING CONSTRAINTS

This section of the Housing Element is concerned with the identification of constraints that may affect the development of housing, especially affordable housing. The analysis below considers the following:

Governmental Constraints: Refers to reasonable regulations, ordinances and fees that govern the development of new housing.

Non Governmental Constraints: Refers to financial assistance offered by the City or other organizations.

The primary non-governmental constraint is the lack of adequate financial resources by individuals or families to purchase or rent market rate housing. These constraints are discussed under the category Market Constraints.

Market Constraints: Refers to economic market factors that affect the cost of existing and new housing and any financial assistance available.

Environmental Constraints: Refers to characteristics of the local environment that may affect the cost of new housing.

GOVERNMENTAL CONSTRAINTS

Local governments may unintentionally affect the cost of housing through the enforcement of land use controls, and building codes, code enforcement, fees, processing requirements, required on- and off-site improvements, and taxes and insurance. For this reason, it is important for the City to review and provide measures to review these parameters in terms of their potential to affect the supply, distribution, and cost of housing. The State of California planning law requires local governments to indicate the location and extent of permitted low/moderate residential development in their general plans. In addition, standards of development intensity and population intensity must be indicated. The location and types of housing in the City of Compton however, are limited to some extent by density limitations contained in the General Plan.

DEVELOPMENT AND PROCESSING FEES

In 1978 Californians enacted Proposition 13, which limited the ability of local public' agencies to increase property taxes based on a property's assessed value. In 1982, the Mello-Roos Community Facilities Act of 1982 was created to provide an alternate method of financing needed improvements and services. New residential growth within the City imposes an increase in service demands upon public infrastructure, including police, fire protection and suppression, paramedic services and park maintenance which must be paid for.

The City has plans to increase its fees, since they have not been increased in 6 years and is among the lowest in LA County in order to recapture the costs related to the processing and servicing of new developments. Any new fee structure proposed will be consistent with those being levied in the City of Los Angeles and a number of other surrounding jurisdictions in the Southern California region. A Compton fee survey was conducted in 2008. The study will be revised to reflect current fees from neighboring communities, including recommendations to increase or decrease fees for entitlement activities. Once the update is complete, City officials will review and decide to increase, decrease or keep the fees at the current level. This fee survey is scheduled to go to City Council by mid. May 2012. Any proposed new fees will be designed to recover the actual service costs and impacts and not to augment the City's general fund. At no time will the City charge a higher development impact fee than what is necessary to offset the anticipated costs to the City for constructing necessary public improvements. The following are typical fees related to housing development:

The planning fee for design review of a single family home in the Residential Agricultural and Low Density Residential zones on a pre-existing subdivided lot is \$50.00. If the lot is part of a past Planning Commission approval, the fee is \$100.00.

For multi-family units the design review fee is \$250.00 per project if the development is for four units or less in the Medium and High Density Residential zones. If the project is for more than 4 four units a Conditional Use Permit and environmental determination are required and the total fee is \$2,250.

Table 22
Application Fees

FEE CATEGORY	FEE AMOUNT	
	Single-Family	Multifamily
Planning and Application Fees		
Annexation	2,200	2,200
Variance	600	600

Conditional Use Permit	1,500	1,500
General Plan Amendment	3,000	3,000
Zone Change	2,500	2,500
Site Plan Review	100	100
Architectural Review	100	250
Planned Unit Development	2,500	2,500
Specific Plan	2,500	2,500
SUBDIVISION		
Certificate of Compliance		
Lot Line Adjustment	500	500
Tentative Tract Map	2,500	2,500
Final Parcel Map	1,500	1,500
ENVIRONMENTAL		
Initial Environmental Study	750	750
Environmental Impact Report	3,000 plus cost of EIR	3,000 plus cost of EIR
Negative Declaration	750	750
Mitigated Negative Declaration	750	750
Exemption	250	250
IMPACT		
Fire	N/A	N/A
Parks	4,779.06 per lot	4,779.06 per unit
Water and Sewer	830 per lot	830 per unit
Sewer Hook-up	N/A	N/A
School (Collected by the school district)	N/A	N/A

Building Codes

The City has adopted the 2007 State Uniform Building, Housing, Plumbing, Mechanical and Electrical Codes. For a typical 1,000 sq. ft single family detached residence or 1,000 square foot multi-family unit the building plan check/permit fees are as follows

Plan Check / Building permit fee: \$797.50
 Electrical Fee: \$40.00 (20 fixtures + 20 outlets)
 School Fee: \$2970.00
 Mechanical fee: \$61.50
 Plumbing fee: \$187.00
 School District Fee: \$2.97/square foot

Park fees are calculated assuming three gross acres at a density of nine units per acre. The total Quimby fee is \$133,813.89 for the site. If the site consisted of 28 single family lots the same fee would be \$4,779.06 per lot. The fee is based off of an approved fee schedule contained within the Municipal Code. The

proposed project's density yields a specific percentage number which represents the minimum required park land dedication. However, for projects under 50 lots, in lieu of land dedication, the payment of fees is required. The in lieu fee is calculated based on the average per square foot land cost multiplied by the land dedication percentage.

For a typical single family residence on a 5,000 square foot lot the total City development and building fees required are \$8,835. The total materials cost to construct this 1000 square foot home plus the land cost totals \$198,000. City processing fees represent approximately 4.5% of the development cost per single family unit.

For a typical multiple family unit the total City development and building fees required are \$8,241.06. The materials cost for a typical 800 square foot multi-family unit is \$90,000 for materials with land costs adding another \$18,000 totaling \$108,000. City processing fees represent approximately 7.6% of the development cost per multiple family unit.

Street construction costs typically represent a significant cost in project development with costs varying depending on the required street width and whether sidewalks, bus turn outs and traffic calming improvements are required.

The City is 98% built out with all streets installed and in use, with most in operation for several decades. The last remaining piece of undeveloped land proposed for residential is the 104 acre Brickyard site. This will be a mixed use development with high density residential, commercial and light industrial uses to share all public improvement costs. Street costs are not expected to be a constraint of the future residential development within the Brickyard site.

Redevelopment adjacent to existing streets, however may require additional improvements to the existing streets. The Public Works Department currently estimates construction costs for streets to be local:\$200, collector: \$270, and arterial:\$ 470 per lineal foot. Utility costs typically add another 20 to 50 % depending on the number and size of utilities to be installed. The right-of-ways for Arterial, Collector and local streets are 100, 62 and 50 feet respectively.

For redevelopment adjacent to existing streets the City recognizes the constraints of the existing surrounding circulation system and adjusts the improvements required according to the physical constraints present and the health and safety of the public.

There is no established codified fee waiver or deferment process for development fees. However, the City Council can by resolution waive any City fee. This requires a staff report and resolution. The City does not typically have any requests for fee waivers.

PROCESSING PROCEDURES

If an application for Zoning and Site Plan Review is complete and in conformance with City requirements, the processing time is relatively brief.

The City of Compton Zoning Ordinance contains four residential zoning categories where residential uses are classified as permitted by right, or conditionally permitted.

Permitted residential uses refer to those uses allowed without discretionary review except for design review and building permits as long as the project complies with all development standards. Conditionally Permitted Uses (CUP) are approved by the Planning Commission unless appealed to the City Council.

Projects appealed to the City Council get priority scheduling. Typical findings for a CUP include that the project is consistent with the General Plan; the use is compatible with surrounding uses, the use will not have an adverse impact public health and safety, and general welfare concerns.

The time required to process a residential project varies greatly and depends on the issues of the project. Project complexity and its CEQA determination are two factors that are directly related to the number of entitlement actions needed for a project to complete the review and approval process. The entitlement actions for a residential project could require a General Plan Amendment, Zone Change, Conditional Use Permit Variance and Subdivision plus the environmental determination. This is a worst case scenario and not typical. See Tables 23 and 24 for specific processing times.

However, it should be noted that each residential project does not necessarily need to have a complex CEQA review and can be deemed exempt. Small scale projects consistent with General Plan and Zoning Ordinance do not generally require Environmental Impact Reports [EIR], General Plan Amendments, Rezones, Subdivisions or Variances. The typical multi-family residential development usually requires only a Conditional Use Permit and environmental determination.

Review and approval procedures for multiple entitlement applications are also encouraged to be processed concurrently to save time and make the process more efficient and less costly to the developer. As an example, a rezone petition may be reviewed in conjunction with the required site plan, Conditional Use Permit, tentative tract map, and any necessary variances.

The City works closely with developers to expedite approval procedures so as not to put any unnecessary timing constraints on development. All entitlement applications are filed with the Planning and Economic Development Department which circulates copies of the application to other departments and agencies for review and comments.

For a typical single-family residence on one pre-existing subdivided lot the processing procedure is as follows:

Step 1

The Architectural Review application is submitted to the Planning and Economic Development Department for Architectural Review Board review and approval. The fee for the Architectural Review Board application is \$50.00.

Step 2

Planning staff, serving as the Architectural Review Board, reviews the project over the counter for architectural and zoning conformance to the zoning ordinance. If no variances, exceptions, or zone changes are needed, three copies of the plans are stamped and approved. The applicant is then referred to the Building Department to obtain the plan check submittal requirements. If however a variance is required, the process stops and the applicant must file a Variance application and proceed to the Planning Commission. .

Step 4

After the Planning staff has approved the Architectural Review Application, the applicant submits the plan check set for the home to the Building Department for review and permit issuance. The Building Department performs the plan check through a contract company. Depending upon the complexity of a project, building plan check for new single family construction averages approximately six weeks as long as the initial plan check application is complete.

Step 5

After revisions are made and the plan check resubmitted, and the Building Department determines that the plans are in compliance and can be approved, the Building Division will contact the applicant to come in and obtain his building permit.

For a Multi-Family Development of Four Units Or Less on one pre-existing subdivided lot the processing procedure is as follows:

The process for Multi-Family Development of four units or less is the same as described above for single family units except that the review is not performed over the counter but may take two weeks. Multi-family development of four units or less does not require a Conditional Use Permit or any other discretionary public hearing approval. The application fee for Architectural Review for four or less units is \$100.00.

For Multi-Family projects of five or more units on a pre-existing subdivided lot the processing procedure is as follows:

Step 1

The applicant discusses the project with planning staff and is informed that the project will require a

Conditional Use Permit (CUP) because any multi-family project over four units (5+) requires a CUP. A CUP is a discretionary development review application requiring a public hearing. Additionally a Mitigated Negative Declaration will most likely be required as well. The typical planning processing fee for a multi-family project of five or more units is \$2,500.

Step 2

The applicant then submits his CUP and CEQA applications to the Planning and Economic Development Department for development review.

Step 3

Planning Staff then conducts the development review process checking for compliance with all applicable zoning regulations and for general plan consistency. If no variances or zone changes are needed, the plans are reviewed and revised as needed until the plans are ready for presentation before the Planning Commission. The environmental review is similarly prepared and revised as needed. The applicant is an integral partner in this plan revision process.

Step 4

When the project plans are ready for the Planning Commission, the CUP staff report is prepared and a Mitigated Negative Declaration finalized for Planning Commission review. Then both items are scheduled for a public hearing and notices sent to the surrounding property owners.

Step 5

The Planning Commission hearing is held and the CUP/MND is approved or denied.

Step 6

After the project is approved by the Planning Commission the applicant is referred to the Building Department to obtain the plan check submittal requirements. The applicant then submits the plan check for the multi-family project to the Building Division for plan check review. Depending upon the complexity of a project, building plan check for new construction averages approximately six weeks as long as the plan check application is complete.

Step 7

After revision and resubmittal of the plan check set, and the Building Department determines that the plans can be approved, the Building Division will contact the applicant to come in and obtain his building permit.

The requirement to obtain a Conditional Use Permit for all multi-family projects of 5 or more units on an existing subdivided lot with correct zoning is viewed as a possible development constraint to low income housing. When the City conducts both its Architectural Review Board review and Conditional Use Permit review the primary goal is the same and that is to ensure compliance with the provisions of the Zoning Code and ensure compatibility with the abutting properties and surrounding area. A possible solution to this constraint would be to remove any number and simply require compliance with the zoning ordinance through an administrative site plan application. Possibly an administrative Directors Hearing can serve as the approval authority to such an administrative application. A Directors hearing would remove compliant residential developments from review by Planning Commission. This constraint will be further investigated through the future zoning consistency program after adoption of the General Plan 2030.

TABLE 23
TIMELINES FOR TYPICAL PROJECT PROCESS SCENARIOS
PLANNING AND BUILDING

	Single Family/Multi-family 4 or less units (No Subdivision)	Multi-Family (No Subdivision) 5 du +	Residential (With Subdivision)
	Architectural Review Board	Conditional Use Permit	Subdivision
	Categorical Exempt.	Variance (if necessary)	Conditional Use Permit
	Building Plan Check	Negative Declaration	Variance
		Development review Committee	Negative Declaration
		Planning Commission	Development review Committee
		Architectural Review Board	Planning Commission
		Building Plan Check	Architectural Review Board
			Building Plan Check
Estimated Total Processing Time	4 to 5 weeks	20 to 30 weeks	26 to 36 weeks

TABLE 24
TIMELINES FOR PLANNING PROCESS ONLY

Type of Approval or Permit	Typical Processing Time	Approval Body
Architectural Review Board (ARB) Single Family Detached	Over the counter	Planning Staff
Architectural Review Board (ARB) Multi Family (4 du or less)	2 to 3 weeks	Planning Staff
Conditional Use Permit Multi-family (5 du or more)	14 to 24 weeks	Planning Commission
Variance	8 to 12 weeks	Planning Commission
Subdivision	20 to 28 weeks	City Council

Negative Declaration	4 to 8 weeks	Planning Commission
Environmental Impact Report	8 to 12 months	Planning Commission/Council

*

Projects with multiple applications would be processed according to the longest application timeline. Table 25 below shows the variety of housing types that are permitted by right in the various residential zones. Specifically, a “YES” response means residential land uses such as Emergency, Transitional and Supportive housing are treated as permitted land uses even though they are not called out in the current Zoning Ordinance. The City had made a policy decision to treat these temporary housing types as permitted by right land uses and will include them in the upcoming Zoning Consistency Program. A “No” response means that the land use is not a permitted by right or conditionally permitted land use.

TABLE 25
HOUSING TYPES PERMITTED BY ZONING DISTRICT

RESIDENTIAL USE	ZONE			
	R-A	RL	RM	RH*
SF-Detached	Yes	Yes	Yes	Yes
SF-Attached	Yes	Yes	Yes	Yes
2-4 DU	Yes	Yes	Yes	Yes
5+ DU	Yes*	Yes*	Yes*	Yes*
Residential Care < 6P	Yes	Yes	Yes	Yes
Residential Care >6 CUP	Yes	Yes	Yes	Yes
Emergency Shelter	Yes	Yes	Yes	Yes
Single-Room Occupancy	No	No	No	No
Manufactured Homes	Yes	Yes	No	No
Mobile-Homes	Yes	Yes	No	No
Transitional Housing	Yes	Yes	Yes	Yes
Supportive Housing	Yes	Yes	Yes	Yes
2nd Unit	Yes	Yes	No	No

*= Conditional Use Permit

An analysis of the current processing procedures and development regulations demonstrates that the City's development review process is not an impediment to the provision of affordable housing. The land use controls (zoning development standards) are typical of most Cities in southern California. They regulate the placement of the residences through minimum lot size, setbacks, lot coverage, parking and building height. For example in Compton a proposed single family detached home in the Residential Agriculture and Low Density Residential Zones would require:

**TABLE 26
DEVELOPMENT STANDARDS**

Zone District	Bldg Height	Lot Width	Minimum Yard Setback			Minimum Lot Area (sq. ft.)	Min. Unit Sq. Ft.	Lot Area Per DU (sq. ft.)	Parking Spaces Per DU (Garage)
			Front	Side	Rear				
RA	35	60	20	3/5	20	9,000	1,200	10,000	2
RL	35	50	20	3/5	20	5,000	1,200	5,000	2
RM	35	50	20	3/5	20	5,000	450-SD/600-1BD/ 800-2BD	2,500	1.5
HDR	35	50	15	3/5	10	5,000	450-SD/600-1BD/ 800-2BD	1,250 - Senior 1,500 - Std	1.5

One requirement for a detached single family home in the City requires a minimum of two bedrooms and 1,200 feet of floor area in the RA and LD zones. This minimum bedroom and floor space requirement could be viewed as a hardship. However, this along with all of the development standards will be reviewed in the proposed citywide Zoning Consistency Program update undertaken after the adoption of the General Plan 2030. The City can investigate the possibility of reducing the size standards to permit smaller two bedroom single family detached homes. However, the Variance process is always available to modify any zoning development standard necessary to develop an affordable housing project.

**TABLE 27
PARKING REQUIREMENTS**

Zone District	Bedrooms per Unit	Number of resident and guest parking spaces required per unit
RA (SFD)	NA	Two enclosed spaces (Garage)
RL (SFD)	NA	Two enclosed spaces (Garage)
CL (with CUP)	NA	Depends on the unit developed. Required parking is the same for SFD or MF units
MDR (MF)	0-2	1.5 enclosed spaces plus .25 guest spaces per unit
	3+	2 enclosed spaces plus .25 guest spaces per unit
HDR (MF)	0-2	1.5 enclosed spaces plus .25 guest spaces per unit
	3+	2 enclosed spaces plus .25 guest spaces per unit

For single family detached zones, the maximum density permitted in the RA and RL zones is 0 to 8 units per acre. The maximum density permitted for multi-family units in the medium and high density residential zones

is 8.1 to 17 and 17.1 to 34 units per acre respectively. These densities are achievable and the present development standards have not prevented low income or assisted housing developments from being constructed in the City. The most recent example is the Season at Compton project.

While the most of the development standards for the single family detached and multi-family units are reasonable, the 1.5 space enclosed garage parking requirement for multi-family seems an appropriate area for modification in the proposed Zoning Consistency program. Eliminating the garage parking requirement or reducing the requirement to just one enclosed space or requiring just one carport parking space would significantly reduce the development costs. The City can also explore the potential of allowing studio units to provide only one uncovered space reducing development costs even more. The City is committed to exploring all reasonable opportunities of reducing costs while still maintaining development standards that ensures quality development and does not result in adverse impacts to the health welfare and safety of the community.

Code Enforcement is a critical function of local government land use. Code enforcement serves to ensure compliance with adopted zoning codes, to prevent illegal construction and works with the Building and Safety Department to prevent or correct unsafe living conditions in residences. The City employs 14 code enforcement officers to patrol the city on a daily basis Monday through Sunday initiating correction notices and responding to citizen complaints. When a violation is identified, they issue a notice of violation to the property owner. If the property owner does not address the correction after either the first or second notice the matter is turned over to the City Attorney for resolution.

Persons with Disabilities

Disabled persons often have unique and special needs when it comes to housing. Often, households in this category are also occupied by elderly persons. Special interior improvements are often needed to accommodate a disabled tenant or homeowner. For example, door frames must be wider to accommodate wheel chairs, ramps constructed instead of stairs, hand rails in bathrooms need to be installed, cabinet doors must be accessible, and light switches and other devices may also need to be lowered to be within easy reach. The cost for retrofitting an existing structure may cost thousands of dollars and be well beyond the reach of those households with lower incomes. The lack of such housing is more pronounced when it comes to below market-rate rental units.

The 2000 U. S. Census indicated that 3,434 households in the City (approximately 6.8 percent of the total number of households in the City) had a senior household member 65 years of age or older. The Census indicated that 520 senior households lived in their owner-occupied units and 244 seniors lived in their own rental units. The remaining seniors lived with family members. The development review process and zoning standards for developments that target persons with disabilities are the same standards applicable to any typical residential development within the single and multi-family zones. Any residential development with five or more units requires a Conditional Use Permit and compliance with the standards zoning regulations. Presently, there are no spacing requirements for any residential project housing persons with special needs. Additionally, the Limited Commercial zone is also available for development of single and multi-family housing for persons with disabilities with the approval of a Conditional Use Permit. No extraordinary development standards apply to the housing of persons with disabilities. However as previously stated, the City will explore opportunities for reductions in certain development standards where appropriate. For example, development housing persons with sever learning disabilities or senior citizens that require 24 hour assisted care may not need to provide the same number of required parking spaces freeing up lot area for additional common area or additional units.

Special Needs - Disabled

Senior housing (both owner and rental) often has many of the features outlined above. The real constraints are associated with the housing for families and working-aged adults. Table 28 indicates the number of disabled persons in the City arranged according to key age groupings. While the disability figures in Table 29 may seem excessive, the disability categories include sensory disabilities (such as hearing impaired persons), mental disabilities, and physical disabilities. Of the working aged adults identified as having disabilities, approximately 59% were employed.

Table 28
Disability Status of Local Residents, 2000

Age Group	Disabled Persons	
	Number	Percent
5 to 20 years of age	2,728	13.8%
21 to 64 years of age	13,539	68.7%
65 years of age and over	3,434	17.4%
Total	19,701	100%
Source: U.S. Bureau of the Census. 2000		

Table 29
Disability of Local Residents by Type, 2000

Type of Disability	Disabled Persons
	Number
Age 5 to 64	38864
Sensory	270
Physical	607
Mental	550
Self Care	77
Go Outside Home Disability	539
Employment Disability	1345
Age 65 and over	4,188
Sensory	55
Physical	468
Mental	55
Self Care	0
Go Outside Home Disability	226

Employment Disability	
Total	43,052

Source: U.S. Bureau of the Census. 2000

Table 30
Households by Tenure by Age, 2000

Age Group	Disabled Persons		
	Owners	Renters	Total
65 - 74 years of age	1288	298	1586
75 plus years of age	828	183	1011
Total	2116	481	100%

Source: U.S. Bureau of the Census. 2000

MARKET CONSTRAINTS

Non-Governmental constraints (Market Constraints) refer to those economic and market factors that may affect the cost of new housing development. The cost of raw, developable land creates a direct impact on the cost of a new home and is considered a possible constraint. A higher cost of land raises the price of a new home. As a general rule, the City's ability to affect market constraints is limited in that these constraints are typically related to market forces that are common throughout the larger region of Southern California. These market forces may include, but not be limited to, the cost of land, construction (materials and labor), and financing.

Even with the current decline in housing values nationwide, recent statistics indicate that Southern California remains as one of the most expensive housing markets in the country.

In January of 2006 the average sales price for a home was \$361,800 with a peak housing price occurring in April of 2007 at \$403,200. Prices thereafter steadily declined until bottoming out in October of 2009 at \$187,500. The average home price then increase slowly to \$196,500 in November of 2011. August 2007 is considered to be the beginning of the current credit crisis that marked the beginning of a continuous trend in falling median home prices over mid 2007 prices. Rents experienced an increase from a 2000 level of \$529 per month to \$783 in 2008.

Compton has a higher percentage of very low and low income households than Los Angeles County as a whole. This disparity has important implications for multiple housing issues, such as affordability, type, and tenure. According to the 2000 Census the overall median household income for the City of Compton was \$48,474 while the median family income was \$55,111.

Construction Costs

A significant cost factor associated with residential building involves the cost for building materials. These costs can account for more than half of the total construction cost. Typical construction costs in the area include the following:

- One-level single-family home, stucco on stud frame: \$128 per square foot;
- Two-level single-family home, stucco on stud frame: \$123 per square foot; and,
- Two to three level apartment, stucco on stud frame: \$150 per square foot.

Average construction costs for a 1000 sq. ft. single family home are approximately \$128 per square foot. Single family lots average \$75,000 when a subdivided vacant 5,000 square foot lot is found. However, Compton is approximately 99% built out so costs for vacant unimproved land are do not reflect the true costs to buy improved property and redevelop the site. A redeveloped site will typically cost more per square foot.

In the Medium Density Residential zone the average construction cost per 800 sq. ft. multi-family unit is \$90,000 for materials with land costs adding another \$32,400 totaling \$122,400.

In the High Density Residential zone the average construction cost per 800 sq. ft. multi-family unit is \$90,000 for materials with land costs adding another \$18,000 totaling \$108,000.

Cost of Land

Depending on location and desirability of the site, the cost for land in the area averages \$524,607 per acre. Individual single family residential lots sell for approximately \$75,000. On and off site improvements required are limited to infrastructure improvements necessary to ensure the health safety and welfare of the community. The City does not require any other impact fees other than school fees.

The City offers financial assistance through its HOME program to assist developers in the creation of low/moderate and special needs housing.

Availability of Financing

The cost of borrowing money to finance the construction of housing or to purchase a house affects the amount of affordably priced housing in the City. Fluctuating interest rates can eliminate many potential homebuyers from the housing market or render a housing project that could have been developed at lower interest rates infeasible. When interest rates decline, sales increase. The reverse has been true when interest rates increase. Over the past decade, there has been a dramatic growth in alternative mortgage products, including graduated mortgages and variable rate mortgages. These types of loans allow homeowners to take advantage of lower initial interest rates and to qualify for larger home loans. However, variable rate mortgages are not ideal for low- and moderate- income households that live on tight budgets.

Variable rate mortgages may allow lower income households to enter into homeownership, but there is a definite risk of monthly housing costs rising above the financial means of that household. Therefore, the fixed interest rate mortgage remains the preferred type of loan, especially during periods of low, stable interest rates. Table 31 illustrates interest rates as of May 2012. The table presents both the interest rate and annual percentage rate (APR) for different types of home loans. The interest rate is the percentage of an amount of money which is paid for its use for a specified time and the APR is the yearly percentage rate that expresses the total finance charge on a loan over its entire term. The APR includes the interest rate, fees, points, and mortgage insurance, and is therefore a more complete measure of a loan's cost than the interest rate alone. However, the loan's interest rate, not its APR, is used to calculate the monthly principal and interest payment.

Table 31 Loan Mortgage Rates		
Product	Interest Rate	APR
Conforming¹ and FHA Loans		
30-Year Fixed	3.875%	4.051%
30-Year Fixed FHA	3.750%	4.827%
15-Year Fixed	3.000%	3.308%
5-Year ARM	2.250%	3.153%
5-Year ARM FHA	2.750%	3.191%

Jumbo ¹ Loans – Amounts that exceed conforming loan limits ¹		
30-Year Fixed	4.125%	4.256%
5-Year ARM	2.625%	3.238%

Source: www.wellsfargo.com, May 2012

Notes: A conforming loan is for no more than \$729,750. A jumbo loan is greater than \$729,750.

A major short-term constraint to housing development is the lack of available financing. Presently interest rates are at historic lows not seen since the early 1950's. Similarly, the cost of land and construction costs have declined significantly. However, the ability to obtain residential financing is very difficult, because of the higher credit standards imposed by the lenders due to the explosion of mortgage defaults and foreclosures that have occurred due to the lax lending practices of the previous ten years. Lending institutions are now understandably reluctant to grant residential mortgages to individuals or developers without 10 or 20% down payment. This more fiscally conservative lending approach however, could be viewed as a constraint to new housing production. As a result of local, state, and national housing and economic trends, local developers predict that far fewer housing units will be produced over the next several years and more capital will be required per unit built.

ENVIRONMENTAL CONSTRAINTS

This section indicates those constraints that are related to natural or man-made factors that may inhibit new residential development.

Hazardous Materials

All of the sites identified for future residential development will take place on properties that were previously developed. As part of the lending process, financial institutions typically require environmental assessments be completed to ensure that properties subject to redevelopment are free of contamination or that any potential contamination can be remediated.

The majority of the candidate development sites were developed prior to the 1970s and may include trace amounts of lead in the structures. Lead based paint was commonly used prior to 1970 and is the predominant source of lead contamination in the soils. Asbestos was commonly used in insulation and floor tiles during this same period. As a result, any rehabilitation or demolition associated with future redevelopment will likely need some form of investigation and remediation.

Important points to keep in mind about lead based paint are:

- Exposure to lead-based paint can be harmful to children and adults.
- Three-quarters of the homes built before 1978 contain some lead-based paint.
- Temporary measures to reduce lead exposure range from following specified cleaning techniques to good nutrition.
- Permanent measures include structural component removal and replacement, paint removal, and covering the painted surfaces.

When properly maintained and managed, lead-based paint poses little danger, although a painted surface that experiences constant frictions such as windows and window sills, doors and door frames, and stairs and railings are a real concern because of the potential to break the painted surface or cause dust. Lead-based paint that peels, chips or alligators is especially risky. As a general rule, the older a home is the stronger the risk of lead-based paint. Exposure to lead dust happens not only through lead-based paint chips and flakes that you can see, but also through the fine dust that forms. This dust can get on carpets, floors, furniture, toys and other objects, as well as on the hands of children and adults in the home.

However, there is an important distinction between the presence of lead-based paint and a lead-paint hazard. The latter poses an immediate threat, while lead-based paint in good condition might pose a hazard sometime in the future. HUD has a detailed procedure that involves analyzing many painted surfaces in the

home, evaluating the condition of paint, and measuring lead dust concentrations. A risk assessment conducted by a qualified professional and will tell the homeowner if there any significant sources of lead exposure and what to do

Measures to permanently eliminate lead dust hazards include component removal and replacement, paint removal, and covering painted surfaces. There is no completely safe method for do-it-yourself removal of lead-based paint. Each paint removal method sandpaper, scrapers, chemicals, and heat guns can produce lead fumes or dust in the air that can be inhaled. Dust can settle on floors, walls and tables. It can be ingested through hand-to-mouth contact and re-enter the air through cleaning (such as sweeping or vacuuming) or when people move throughout the house.

Except for the most elementary measures, dealing with lead removal is a complex task. It often is much safer, and sometimes more economical to replace painted items and cover painted surfaces. You can replace a door, molding, or other item yourself if it can be easily removed without creating lead dust. Covering walls and ceilings with gypsum wallboard, plaster, or paneling (encapsulation) is another potential method. If it is necessary to strip lead-based paint to maintain historic integrity, remove the item (for example molding) from the home for stripping. If the painted surface is not peeling or cracking, you can spray the surface with a sealant. Painting over lead-based paint is not a permanent solution. In 2010 the City conducted testing and abatement of 14 homes.

Temporary lead-removal measures:

- Clean up paint chips immediately (duct tape efficiently picks up chips).
- Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a powdered high-phosphate automatic dishwasher detergent or a solution of trisodium phosphate (TSP). Wear protective gloves and use two buckets -- one for wash water and one for clear rinse water. Always wring dirty water into the wash bucket.
- Thoroughly rinse sponges and mop heads after cleaning.
- Wash children's hands often, especially before they eat or go to sleep.
- Keep play areas and toys clean.
- Keep children from chewing painted surfaces such as window sills or cribs.
- Make sure children eat nutritious, low-fat meals high in iron and calcium (such as dairy products, eggs, beans, spinach, and lean red meat). Children with good diets absorb less lead.

Obtain a copy of the Environmental Protection Agency's (EPA) pamphlet *Reducing Lead Hazards When Remodeling* your home before you begin any lead removal project

Cortese - Superfund Sites

There are no Cortese sites or Superfund sites in the City of Compton.

Seismic Risk

Major faults in the region include the Whittier/Elsinore, Norwalk, Newport/Inglewood, Santa Monica, Sierra Madre, Palos Verdes, and San Andreas faults. The Newport – Inglewood Fault Zone is the only active fault zone that lies within the City of Compton. The fault zone is 75 kilometers in length and runs through the southwest corner of Compton. The fault runs northwest to southeast between Central Avenue and Avalon Boulevard crossing Rosecrans Avenue, Compton Boulevard, Alondra Boulevard, Walnut Street, and Artesia Boulevard. It extends through other surrounding cities, such as Inglewood, Gardena, Long Beach, and Culver City.

Because the Newport / Inglewood Fault extends through Compton, in the event of an earthquake, the City will be subject to surface rupture or ground breakage along the surface of the fault. The most recent major

rupture in this fault zone was the Long Beach earthquake in 1933, which had a magnitude of 6.4. However, no surface ruptures occurred in that earthquake.

The City of Compton is at moderate risk for serious damage from an earthquake. The Newport-Inglewood Fault is estimated to have probable magnitudes between 6.0 and 7.4. In addition, a major earthquake on any of the faults in the Los Angeles Basin could cause significant damage to the City of Compton. These faults include the San Andreas, San Fernando, San Jacinto, Sierra Madre, and Whittier-Elsinore Faults. Recent significant earthquakes in the Los Angeles Basin include the San Fernando (1971), Whittier (1987), and Northridge (1994) Earthquakes. Between 1769 and 1999, there were 33 earthquakes in Southern California with a magnitude of 5.0 and above.

The faults in the Los Angeles Basin are very active and have the potential to do massive destruction if the City is unprepared. After 1993, building codes were changed to ensure that new construction would be safer in the event of an earthquake. The older buildings in the City have a higher risk of being damaged in an earthquake since they were built prior to the new codes. A number of buildings on Rosecrans Avenue, Long Beach Boulevard, Compton Boulevard, and Alameda Street need to undergo the requisite seismic retrofit.

There are no designated Alquist-Priolo Special Studies Zones found within the City.

The City of Compton has an Emergency Management Team led by the Fire Department. It is comprised of various department heads tasked with the obligation to quickly react to an emergency or crisis in the City. The City conducts annual test runs to ensure that procedures are in place and that staff is prepared to carry out responsibilities.

Wildfire Risk

The City of Compton is an urban environment with little danger of wildfires. There are only three properties in the City that have the potential for grass fires that can burn, leaving the City a low risk for any wildfires beyond a minor brush fire. There are nine high-occupancy facilities in addition to the schools in the City that have the potential to be urban fire hazards. These facilities are the Courthouse, City Hall, the Crystal Park Hotel, the Compton Fashion Center, the Gateway Towne Center, and four senior-citizen housing complexes.

The Compton Fire Department has four stations serving the City. The City's fire services include ten front-line vehicles: four front-line engines, one ladder truck, one air/light unit, two paramedic ambulances and two basic life support transport units. Thus there is no risk to homes of Wildfire in the City of Compton.

FLOODING

The Whittier Narrows Dam is 11 miles upstream from Compton. A dam failure would result in flood waters reaching Compton in approximately 15 hours with a depth of four feet. Dominguez High School and the adjacent golf course east of the 710 Freeway have the potential to be flooded if the Whittier Narrows Dam has a dam failure.

The Hansen Dam is 30 miles upstream from Compton. If this dam fails, the water would reach Compton within twenty hours with a depth of one foot. The northern portion of Compton would flood first and then it would continue to spread throughout the entire City. School, industrial, commercial, and residential areas would all be affected by a flood caused by a failure of the Hansen Dam. The Sepulveda Dam is 29 miles upstream from the City. If this dam has a failure, the flooding would reach Compton within eleven hours with a one foot depth. Schools, industrial, commercial, and residential areas would be affected by a Sepulveda Dam failure. The Los Angeles River drops 800 feet to the ocean over its fifty mile course, nearly sixteen feet per mile. This steep descent increases the speed of the water and its danger to citizens. The Federal Emergency Management Agency (FEMA) identifies where property owners are required to carry flood insurance to mitigate the impact of known flood hazards.

Flood insurance was required for the 100-year flood plain of the southern end of the Los Angeles River until 2002 when the US Army Corp of Engineers completed the Los Angeles River Drainage Area (LACDA) flood

control project. The purpose was to strengthen and raise the banks of the Los Angeles River and its tributaries against the possibility of a "100-year flood" which once threatened to devastate an 82 square mile area from Pico Rivera to Long Beach, including Compton. As a result, Compton homeowners within the Los Angeles River's 100-year flood plain are no longer mandated by FEMA to purchase flood insurance.

Compton lies in the floodplain of the Los Angeles River and Compton Creek. Between 1811 and 1994, there were 30 floods along the Los Angeles River. A 100-year flood is a flood that has a 1% chance of occurring every year. Most of the area in the City east of Wilmington Avenue was subject to potential inundation by a 100-year flood from the Los Angeles River, which flows from north to south just inside the eastern border. However, due to the efforts of the US Army Corps of Engineers, this threat no longer exists. Much of Compton Creek, a tributary of the Los Angeles River, runs through the City and is a potential source of flooding; although the amount of water running through the creek limits the threat to a much smaller area and a much smaller incidence of occurrence. The threat of flooding is increased by the "high concentration of impermeable surfaces that either collect water or concentrate the flow of water in unnatural channels". As a result, localized flooding may occur when storm drains become congested and water collects in the street.

Flood Control and Flood Management in the City of Compton is a combined effort between the US Army Corp of Engineers, the California Department of Water Resources Division of Flood Management, the Federal Emergency Management Agency and local infrastructure. The infrastructure for flood control of the Los Angeles River system includes five major flood control reservoirs operated and maintained by the US Army Corp of Engineers and fifteen dams, 143 sediment entrapment basins and 29 spreading grounds operated and maintained by the Los Angeles Department of Public Works (LADPW). The LADPW also maintains 470 miles of open flood control channels, 2,400 miles of underground storm drains and 70,000 street drains. The open flood channels range in size from 2 to 600 feet in width and from 2 to 40 feet in depth.

Infrastructure

The City of Compton has a gross acreage of approximately 6,378 acres (10.5 square miles), of which the Compton Municipal Water Department (CMWD) serves 7.81 square miles. There are approximately 14,000 service connections. Historically, the primary source of supply for CMWD is ground water from wells located within its boundaries. CMWD is also a member agency of the Metropolitan Water District of Southern California (Metropolitan), and has three connections. CMWD's system is in one pressure zone. Water is pumped from deep wells, and flows into a grid system, which then distributes it using a gravity fed system. These wells augmented with water purchased from Metropolitan Water District flows into four 3.3 million gallon reservoir storage tanks. CMWD overlies the Central Basin, a ground water basin which historically has provided the city with its principal source of water.

The Central Basin has been adjudicated and the annual pumping allocation for CMWD is 5,723 acre-feet per year. Water supplies are currently adequate to meet normal domestic needs. CMWD retails water to approximately 65 percent of the City of Compton. Private water companies provide service to the remaining residents.

The service area for CMWD currently includes a broad range of housing types and styles; a range of shopping, professional and commercial services; and light industrial areas. Compton is rapidly emerging as a large industrial center in Los Angeles County for transit and distribution, business services, high technology, home and lifestyle products, metals, financial services, and textile manufacturing.

CMWD participates with the Water Replenishment District in groundwater management of 163 miles of 4- to 24-inch diameter pipelines, four 3.3 million-gallon steel reservoirs and approximately 10 wells; 4 active wells and 1 well on standby and 4 that are inactive. In addition, CMWD has rights to six emergency interconnections with the following agencies:

- Park Water Company
- Dominguez Water

- Southern California Water
- Midland Park Water
- City of Lynwood Water
- City of Long Beach Water Department

Over the long-term, urban water demand is a function of climate, land use, population, and institutional factors, all of which affect the amount of water consumed. In the short-term, water demand varies considerably on a seasonal, daily, and hourly basis. Both long-term trends and short-term fluctuations in water demand are significant criteria incorporated in the design of water storage, treatment and distribution systems. Variances in demand are related to a number of factors, including, but not necessarily limited to:

- Temperature and rainfall fluctuations.
- Variations in lawn irrigation use associated with differences in residential density and lot size.
- Variations in the number of persons per household.
- Variations in the concentration of water intensive residential or commercial land uses.
- Differences in greenbelt landscaping requirements.
- Maturity of residential outdoor landscaping.
- Differences in the degree of implementation of water conservation measures.
- Economic growth or recession.

Consumption records indicated that 80% of the yearly consumption is to single family residences. Historically, per capita consumption rates in fully developed areas tend to increase at a low annual growth rate. Records show that annual per capita demand has generally decreased. This decrease may be attributed to the implementation of long-term water use efficiency measures, as well as climactic and economic factors. The implementation of long term water use efficiency measures is credited with reducing per capita use, presently averaging 93.8 GPCD

Summarized in Table 32 are projected values for water consumption in measures of both gallons per day (GPD) and acre-feet per year (AFY). Projections were prepared based on a population projection study prepared by Southern California Association of Governments (SCAG) and the average gallons per capita day water use.

Table 32- Water Consumption		
Year	Gallons Per Day	Acre Feet Per Year
2005	<u>9,111,451</u>	<u>10,207</u>
2010	<u>9,134,056</u>	<u>10,232</u>
2015	<u>9,461,043</u>	<u>10,598</u>
2020	<u>9,783,715</u>	<u>10,960</u>
2025	<u>10,092,599</u>	<u>11,306</u>
2030	<u>10,389,194</u>	<u>11,638</u>

Water Reduction Programs

Residential Plumbing Retrofit

Low-flow showerheads are distributed by CMWD on a continual basis, predominantly during Water Awareness Month. The water savings were calculated based on an estimated 5.56 GPD per device water savings.

CMWD partners with the local fire department, nurseries, landscape designers, contractors, and horticulture growers to educate landowners and promote water efficient landscaping. To improve water use efficiency at

public landscapes and greenbelts, CMWD maintains strategic relationships with the school district and parks department. CIMIS-based controllers with soil moisture sensors are also used at all City of Compton parks.

High-Efficiency Washing Machine Rebate Programs

Metropolitan Water District (MWD) coordinates a High Efficiency Clothes Washer (HECW) rebate program on behalf of its member agencies to include the City of Compton. Beginning in 1995, MWD has partnered with agencies including Southern California Edison, and CALFED to offer monetary incentives to customers for the purchase of water saving washing machines. This program has resulted in more than 93,000 HECW distributions to date.

Public Information Programs

CMWD utilizes several methods to promote water conservation and resource efficiency. CMWD distributes information to the public through bill inserts, brochures, paid advertising, and special events held throughout the year. In 1999, CMWD modified water bills to demonstrate daily water consumption (in GPD). The bills provide a comparison of each customer's water consumption in the previous year to that in the current year for the same billing cycle.

School Education Programs

CMWD works with the local school district to educate students about water conservation and resource efficiency. Programs are targeted to educate students and encourage active involvement in water conservation. An ULFT distribution program is coordinated with local high schools that enable students to attend a workshop on water conservation and leadership. In turn, the students act as team leaders that educate and encourage neighbors and parents to replace their current utilities with low flush toilets. The program also raised \$15.00 for the school per toilet replacement.

Risk Management Professionals Commercial, Industrial, and Institutional Programs

CMWD has identified all large commercial customers within its service area and is encouraging them to take advantage of recycled water where available. Most commercial sites within CMWD are small retail outlets with a single restroom, as with all customers within CMWD, they are encouraged to repair any fixtures that may be wasting water (e.g. running toilets or sinks). CMWD's planning department reviews the building plans to determine the proper meter size determined by Uniform Plumbing Code (UPC) fixture units, and line size for any new residential or commercial construction. CMWD also requires the use of water efficient fixtures before a permit is issued to a new customer. There is an annual review of customers' water use and CMWD also offers on-site follow-up evaluations to customers, to assist in the compliance with these programs. CMWD is also looking into offering rebates for commercial retrofit devices via Metropolitan.

Conservation Pricing

CMWD has a fixed bimonthly service charge, based upon meter size and usage for all customer sectors. During rationing situations such as in the drought years, CMWD utilizes a block rate structure to encourage water conservation. Usage above the water budget is billed at a higher rate equivalent to the penalties imposed on CMWD by Metropolitan for usage above the directed reduction.

Water Conservation Coordinator

CMWD's water conservation coordinator is a function performed for the most part by a combination of existing water department staff working in conjunction with Metropolitan and the school districts. CMWD stresses water conservation via distribution of conservation handouts and information booths at various community events. CMWD has continued to survey the institutions and educators on the number of programs, materials, and attendance at water conservation activities.

Risk Management Professionals Water Waste Prohibition

CMWD adopted a "Water Waste Prohibition," by Ordinance Number 1851 on March 12, 1991, which is actively enforced in drought situations. To enforce Ordinance 1851, CMWD will issue warnings and subsequent citations to customers exceeding the conservation constraints. Flow restricting devices may also be installed for non-complying customers.

Residential ULFT Replacement Programs

In association with Metropolitan, CMWD participates in an ultra-low flush toilet (ULFT) replacement program. The program began in 1995, and offers rebates to existing customers to help improve water use efficiency. Old toilets that are returned to the CMWD are recycled and used as crushed aggregate road base throughout California.

Sewer and street capacity have been also analyzed and found to be adequate to serve the existing and any potential residential redevelopment during the next planning period.

Based on the information above there are no immediate or projected water, sewer or road capacity impediments to providing additional affordable housing

Housing Costs

The median home price in Compton as of September 2005 was one third less than the median in Los Angeles County. Paramount is the only neighboring city with a lower median home price. Table 33 compares the median home sales price for Compton with that of the nearby cities.

Table 33 Home Prices: Compton and Surrounding Areas (September 2005)	
City	Median Home Price
Carson	\$477,500
Compton	\$335,000
Gardena	\$479,000
Lynwood	\$405,500
Paramount	\$327,000
South Gate	\$417,000
Los Angeles Co.	\$497,000
Source: September 2005 Median Home Prices – California Association of Realtors	

Table 34 compares the housing costs for both apartment rental and SFD rental housing in the City.

Table 34 Rental Rates by Unit Type: City of Compton (May 2005)	
No. of Bedrooms	Monthly Rental Range
Apartment Rental Rates	
Studio	\$499-\$750
1	\$525-\$850
2	\$820-\$1,350

3	\$1,095-\$1,850
Single-family Unit Rental Rates	
1	\$1,200
2	\$1,250-\$1600
3	\$1,425-\$2,000
Source: City of Compton Consolidated Plan 2005-2010, May 2005	

Table 35 outlines the cost for rental housing as summarized in the City's Consolidated Housing Plan prepared in 2005. Apartment rental rates in Compton are within reach of moderate-income residents, however, single-family home rental rates are not. Low-income residents must either double up or find subsidized housing. Due to the poor economy since 2009 the median price of housing has declined, significantly making accurate estimates of housing costs difficult.

Table 35 Affordable Rental Rates by Income Category: City of Compton (2000)				
Income Group	Median Income	Monthly Affordable Payment	Utilities Allowance	Affordable Monthly Rent
Very Low (0%-50% MFI)	\$0-\$16,510	\$0 – \$459	\$50 – \$100	\$0 - \$409
Low (51%-80% MFI)	\$16,511-\$26,417	\$459 - \$734	\$50 - \$100	\$359 - \$684
Moderate (81%-120% MFI)	\$26,418-\$39,625	\$734 - \$1100	\$50 - \$100	\$634 - \$1050
Source: HUD County Median Family Income Year 2000 based on upper 30% of 2000 Census monthly income				

Table 36 itemized the typical cost for rental housing arranged by income group. While housing costs in Compton are lower compared to those of other communities in Southern California, the cost for housing still accounts for a significant share of the average monthly income for most households in the City.

Table 36 Housing Affordability: City of Compton (2000)						
Family Size/Income Group	Income Levels		Housing Costs		Max. Affordable Price	
	Annual Income	Affordable Payment	Utilities	Taxes & Ins.	Home	Rental
Low						
One Person	\$20,850	\$521	\$50	\$200	\$60,323	\$471
Small Family	\$26,800	\$670	\$100	\$200	\$82,284	\$570

Four Person Family	\$29,750	\$744	\$125	\$200	\$93,125	\$619
Large Family	\$32,150	\$804	\$150	\$200	\$100,909	\$654
Moderate						
One Person	\$33,300	\$833	\$50	\$200	\$129,541	\$783
Small Family	\$42,850	\$1,071	\$100	\$200	\$171,517	\$971
Four Person Family	\$47,600	\$1,190	\$125	\$200	\$192,366	\$1,065
Large Family	\$51,400	\$1,285	\$150	\$200	\$207,934	\$1,135
Source: City of Compton 2005-2010 Consolidated Plan.						

Fair Housing

It is important to examine how the City of Compton laws, regulations, policies and procedures will ultimately affect fair housing choice. Fair housing choice is defined, generally, as the ability of people with similar incomes to have similar access to location, availability and quality of housing. Therefore, impediments to fair housing choice may be acts that violate a law or acts or conditions that do not violate a law, but preclude people with varying incomes from having equal access to decent, safe, and affordable housing.

Fair Housing Law, Policies and Complaint Analysis

The State of California has a fair housing law that is more expansive than the federal Fair Housing Act. The City of Compton does not currently have a local ordinance, but it is subject to the California Fair Employment and Housing Act. The City of Compton provides its citizens with the services of the Fair Housing Foundation of Long Beach (FHF) for the purpose of fair housing education and public outreach. Currently, in the City of Compton, the California Department of Fair Employment and Housing is charged with enforcing the state's Fair Employment and Housing Act.

Between 2005 and 2010, a total of 10 complaints were received and investigated through the HUD Regional Office and State Fair Housing Assistance Program agency. Of the advertisements reviewed, no major violation was found. Generally, most apartment advertisements did include the equal housing opportunity logo in addition to the wheelchair accessibility logo. Including these logos can be a means of educating the home seeking public that the property is available to all persons.

The City of Compton receives Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Shelter Grant (ESG) entitlement allocations. During FY 2010-11, the City received \$3,203,998 in federal entitlement funds from the U.S. Department of Housing and Urban Development (HUD) to address the needs, goals, and objectives established in the Annual Action Plan as well as the five-year Consolidated Plan. In terms of affordable housing unit production, the city was diligent in achieving goals stated in the Annual Action Plan.

The City's zoning ordinance and public policies were examined to reveal any current ordinances or policies that impede fair housing. No concerns were noted as a result. Compton adopted an Affordable Housing Density Bonus ordinance in 2007 to use incentives to encourage the production of affordable housing within the city and mitigate some of the barriers to affordable housing listed in the Consolidated Plan.

Focus Group and Community Input on Impediments to Fair Housing

Focus groups and community meetings were held to collect input on impediments to fair housing. Attendees indicated a need to continue the City's emphasis on mitigating the impacts of discrimination or impediments to housing choice for protected class members, including ethnic and racial minorities, persons with disabilities, renters with past criminal records or prior convictions for sexual abuse related crimes, and those in need of special needs housing or facing evictions, foreclosures and homelessness. Participants wanted

greater emphasis on preventing discrimination and preferences based on race and ethnicity. They cited increased perceptions that some industry representatives routinely violate fair housing law and the “first come first served” policy to advantage person of the same race or ethnicity of the majority living in a rental complex or neighborhood in acquiring housing participants voiced support for continued emphasis on credit education and housing consumer counseling. Increased financial literacy courses taught in high schools were seen as solutions as well. They also cited the need for additional funding for fair housing outreach, education and enforcement to landlords, and homeowner associations and other likely violators of fair housing law. Participants emphasized the need for increased project based rental assistance and the overall allocation of Section 8 Vouchers due to increased demand for rental assistance.

Home Mortgage Disclosure Act (HMDA) Data Analysis

The Federal Financial Institutions Examination Council (FFIEC) gathers data on home mortgage activity from the federal agencies that regulate the home mortgage industry. The data contain variables that facilitate analysis of mortgage lending activity, such as race, income, census tract, loan type, and loan purpose.

An analysis of home mortgage disclosure act data did not provide conclusive evidence of fair housing impediments; the data tend to suggest that redlining may be occurring in some of the low-income census tracts in the county and the city. While it is expected that low-income applicants would not have a very high success rate in their loan applications, within the low-income census tracts even high-income applicants showed a poor success rate. It would appear that lenders might be reluctant to lend in those communities.

In the county and the city, the least success in lending was found in the refinance loan sector and the highest success was found in home purchase loan sector. Refinance loans were the most frequent loan type in the city and the county.

Overall, the origination rates among Whites were higher than minorities in home purchase, home improvement and refinance loans. Although Hispanics and African-Americans accounted for higher number of applications than Whites, the percentage of loan originations were significantly lower compared to their percentage in population in the county and the city.

Overall, the mortgage markets seem to have peaked in 2000 and 2001. Opportunities still exist for borrowers to buy housing or refinance existing higher interest loans. Rising interest rates appear to be having an impact on lending activity in the city, with the number of applications slowing in recent years. In the county and the city, the least success in lending was found in the refinance loan sector and the highest success was found in home purchase loan sector. Refinance loans were the most frequent loan type in the city and the county.

Overall, the origination rates among Whites were higher than minorities in home purchase, home improvement and refinance loans. Although Hispanics and African-Americans accounted for higher number of applications than Whites, the percentage of loan originations were significantly lower compared to their percentage in population in the county and the city.

Overall, the mortgage markets seem to have peaked in 2000 and 2001. Opportunities still exist for borrowers to buy housing or refinance existing higher interest loans. Rising interest rates appear to be having an impact on lending activity in the city, with the number of applications slowing in recent years

Fair Housing Index

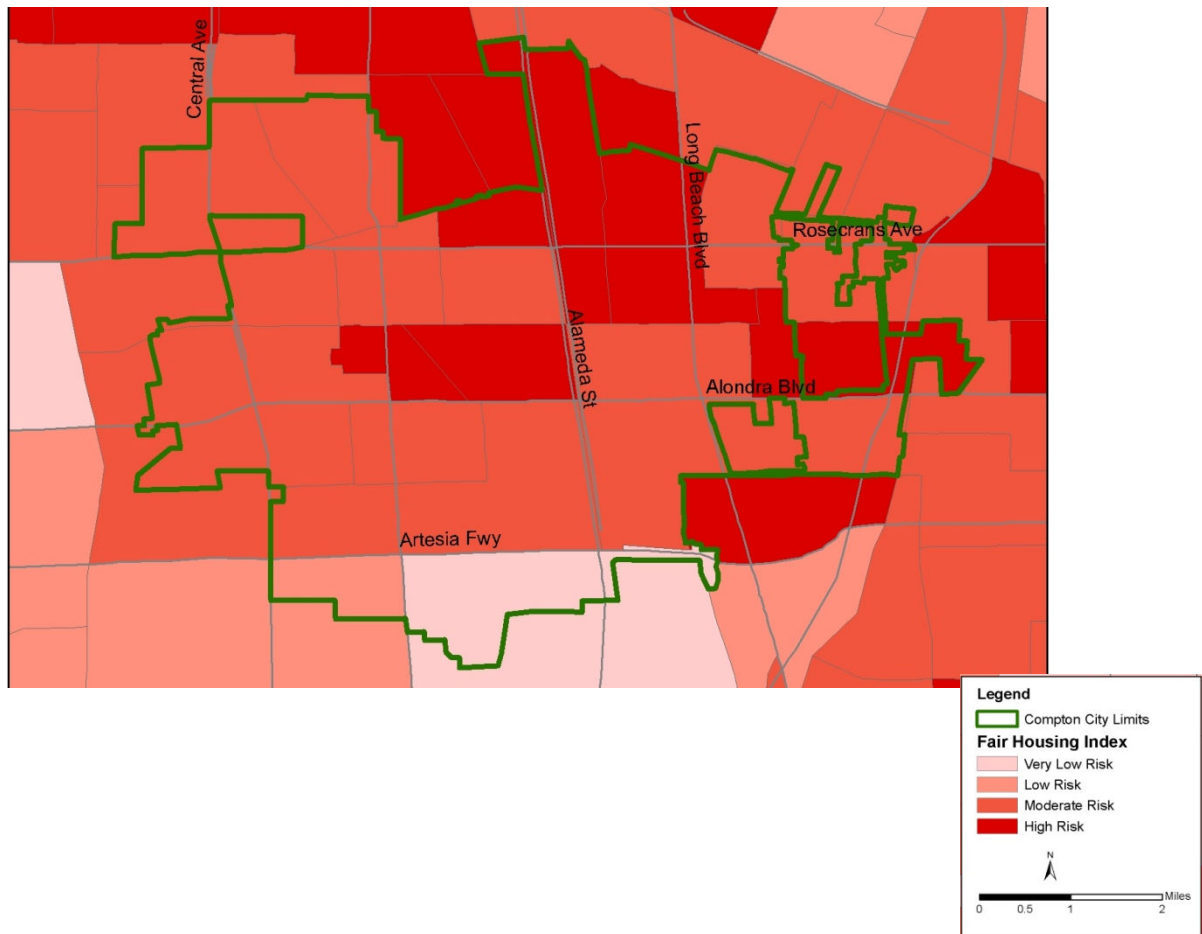
The Fair Housing Index is a measure developed specifically for Analyses of Impediments to Fair Housing. The index combines the effects of several demographic variables with Home Mortgage Disclosure Act (HMDA) data and maps the results by census tract.

As indicated on Exhibit 3-4, the census tracts designated as having High Risk of having fair housing problems are concentrated in the central and northeastern census tracts in Compton. Most of the census tracts in the city have Moderate Risk of having fair housing problems. The areas of high to moderate risk

may contain the older housing stock, more likely in poor condition, with lower housing values and rents, and are primarily occupied by minority households that have higher percentages of households headed by females with children than that of other census tracts or areas. There is a higher than average unemployment rate and lower than average level of educational attainment.

EXHIBIT 4 FAIR HOUSING INDEX (2000)

SOURCE: U.S. CENSUS BUREAU



5. PROGRESS IN ACHIEVING PREVIOUS HOUSING OBJECTIVES

As part of the periodic review of the housing element, the City of Compton is required to evaluate its progress toward achieving the goals contained in the previous element. The City's previous element anticipated that a total of 722 new units would be constructed during the 2000 – 2005 planning period. Of these newly constructed units, 330 units would be for lower income households and 140 units would be for moderate income households. The City's goal for rehabilitated units was 400 and for Section 8 rental assistance was 997 households, and up to 290 qualifying households would receive first time homebuyer assistance. In addition, 313 units of at-risk housing would be preserved for very-low income households.

Table 37 shows the quantifiable housing objectives in the previous Housing Element along with the achieved results. With the exception of rental assistance the City did not come close to achieving its targets. While developing the goals, policies, and implementation plan for this Housing Element, staff carefully reviewed the roadblocks to success during the 2000-2005 period and has developed annual targets to avoid a repeat. In addition, the housing element has been developed in concert with the objectives for the Comprehensive Plan for Community Development Block Grant funding as well as the Impediments to Fair Housing to leverage all of the City's resources dedicated to providing affordable access to housing.

Table 37 only quantifies the new housing that completed construction during the 2000 – 2005 planning period. A significant number of projects were initiated during this period and were completed after 2005. They are reflected in Table 30 below having been completed in the current planning period.

The Government Code, in Section 65588 (a) (2) indicates that the information documenting the results of the previous Compton Housing Element's policies should be quantified wherever possible. The majority of the goals and policies included in the previous Housing Element have been included in this element. Table 38 indicates those policies that were reworded and indicated the corresponding policies that have been included in this element.

Table 37											
Progress in Achieving Housing Objectives, 2000 – 2005											
Income Category	New Housing		Rehabilitated Units		Rental Assistance		Preservation of At-Risk Units		1st-time Homebuyer Assistance		Minor Repair
	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Actual
Very Low-Income	210	0	300	0	997	803	313	0	0	0	0
Low-Income	120	21	75	10	0	0	0	0	218	0	88
Moderate-Income	140	10	25	17	0	0	0	5	72	36	0
Above Moderate	252	15	0	0	0	0	0	0	0	0	0
Total	722	31	400	27	997	803	313	5	290	36	88
Source: City of Compton											

The results shown in Table 37 reflect that the ongoing Housing Goals and Objectives/Policies for the 2000 – 2005 planning period were for the most part achieved, except for the housing goal of building 722 general units was not achieved due to the lack of available vacant land of sufficient size in the City or land potentially available to redevelopment to attain this goal. Looking back it is clear that the goal were too optimistic. The City's goal and ability to effectively assist in the rehabilitation of 400 units was also overestimated. Rental assistance was the one area where the City was able to come close to the attainment of a set goal helping 803 out of 997 units.

The last remaining developable land in the City is the Brickyard site where potentially 1,300 units could be built. This site is a mixed use site and will provide the City with an opportunity to include low income units into the development. The recent dissolution of Redevelopment Agencies has brought into confusion the set aside funds they use for low income residential units. Presently, the plan is for the City Housing Authority

will take over all of the Redevelopment Agency housing programs. The City will continue their Housing Authority to work with new and existing multi-family property owners to participate in various programs to provide affordable housing. The development of the new Housing Goals and Policies were reviewed for both utility and their realistic potential to achieve success in the new Housing Element

Table 38
Evaluation of Past Housing Element Goals and Policies

Goal	Objective/Policy	Result	Evaluation
Goal 1 Maintain and enhance the quality of residential neighborhoods in Compton, and conserve the existing supply of affordable housing.	Use the City's housing code enforcement program to bring substandard units into compliance with City codes and to improve overall housing conditions in Compton. Replace severely deteriorated units with sound, quality housing which meets the needs of residents displaced by unit demolition. Continue to implement existing rehabilitation programs which provide financial and technical assistance and incentives to property owners/tenants to correct housing deficiencies. Avoid concentration of low and very low income housing in any single portion of the City. Promote mixed income housing projects.	Numerous violations notices for unsafe structural conditions and illegal construction have been issued and corrected. Continued financial assistance to property owners/ tenants to correct housing deficiencies is offered. The City disperses low income residential units throughout the City avoiding concentration	Goal/Objective was reworded and retained Policy was retained Policy was retained. Policy was modified and retained.
Goal 2.0: Encourage adequate provision of a wide range of housing by location, type of unit, and price, to meet the existing and future needs of City residents.	Encourage the provision of a wide range of housing types and prices. Inform cited residents/owners of available City grant and loan programs available to assist financially in the acquisition of housing. Compton has a wide range of housing unit types and price points Preserve "at-risk" affordable units through monitoring, working with potential non-profit purchasers/managers, identifying means to transfer ownership, or refinancing mortgage revenue bonds. Implement relocation and replacement housing plans as required. Relocate non-conforming residential uses from redevelopment project areas to appropriate sites within residential neighborhoods. Target a portion of future Redevelopment Agency housing set-aside funds to providing housing adequate in size for large family households.	The CRA and Housing Authority manage several rental assistance and home ownership programs to meet the housing needs of the residents. The Housing Authority will continue to work to preserve at risk housing and create new low income housing opportunities. When feasible non-conforming residential is removed from use in redevelopment and industrial areas. The CRA no longer exists.	Goal was reworded and retained. Policy was modified and retained. Policy was modified and retained. Policy was retained Policy was eliminated.

Table 38 continued
Evaluation of Past Housing Element Goals and Policies

Goal	Objective/Policy	Result	Evaluation
Goal 3.0: Provide adequate residential sites through appropriate land use and zoning designations to accommodate the City's share of regional housing needs.	Initiate CRA redevelopment of very low and low income housing units.	The City provides a range of residential zoning allowing a range of density from 1 to 34 du/ac. As a result the City has met and exceeded its RHN of 69 du.	Goal was achieved and eliminated
	Provide a wide range of residentially zoning land to accommodate the Regional Housing Needs of the City.	The General Plan Land Use Element designates several sites for single and multi-family development.	Policy was modified and retained.
	Facilitate the development of affordable housing by offering developers incentives such as: 1) low interest or tax exempt financing; 2) City participation in on- and off-site public improvements; and 3) write-downs.		Policy was modified and retained.
	Adopt Zoning Ordinance provisions which comply with the State's density bonus requirements and establish guidelines for evaluating projects submitted thereto.	The City adopted the state regulations for density bonus requirements. All residential projects requesting a density bonus are subject to it.	Policy was retained.
	Implement land use policies which allow for a range of residential densities, including low density single-family uses, moderate density town homes, and higher density apartments and condominiums.		Policy was retained
	Provide for the conversion of the following sites to residential use: • Burrell-MacDonald Park (southern portion only) • Tragniew Park (a portion) • Raymond Street Park • Harriet Tubman School • Vacant School District site on Central Avenue • Atkinson Brickyard		Policy is no longer in effect and was eliminated.
	Perform thorough environmental review of all industrial development proposals planned near residentially zoned land.	Every residential project is required to comply with the CEQA	Policy was retained.
	Coordinate with local social service providers to address the needs of the City's homeless population, and homeless men in particular.	The Housing Authority administers the emergency shelter grants and housing programs.	Policy was modified and retained.
	Encourage development of housing for the elderly by offering density bonus and other zoning incentives, such as reduced parking, reflective of the elderly's specific needs.	Two senior housing projects have been completed during the past planning period to meet the needs of the elderly.	Policy was retained

Table 38 continued
Evaluation of Past Housing Element Goals and Policies

Goal	Objective/Policy	Result	Evaluation
Goal 4.0: Eliminate conflicts between residential and non-residential uses.	Reduce existing and prevent future intrusion of residential land uses into industrially zoned areas and buffer residential uses abutting industrial uses. Encourage residential development in areas designated for Mixed Use where it would not conflict with commercial or industrial land uses. Rezone commercially and industrially zoned land that could be more appropriately developed for residential uses.¹¹⁺ Require new residential projects adjacent to commercially and industrially zoned properties to incorporate adequate buffers into site plan design.	The City does not approve any zone changes nor permits and new residential zoning to abut industrial zoning or land uses. New General Plan land use designations and zoning categories are being implemented to phase out existing incompatibilities and create new buffer zones and development standards.	Goal was retained. Policy was eliminated as land use designations have been adjusted and zoning will be updated after General Plan is approved, Policy was retained.

Table 38
Evaluation of Past Housing Element Goals and Policies Cont.

Goal	Objective/Policy	Result	Evaluation
Goal 5.0: Provide increased opportunities for homeownership.	Continue to inform the public of the home ownership financial assistance programs available. Target first time home buyers with down payment assistance.	The City of Compton has a 56% homeownership rate according to the 2000 census. This is one percent higher than the County average.	Goal was modified and retained.
	Continue to implement existing rehabilitation programs which provide financial and technical assistance and incentives to property owners/tenants to correct housing deficiencies.	The city will continue to promote homeownership through various programs.	Policy was retained.
Goal 6.0: Promote equal opportunity for all residents to reside in housing of their choice.	Inform potential home buyers and renters and property owners of the federal anti-discrimination / housing laws. Follow the recommendations contained within the Analysis of Impediments to Fair Housing.	Both the CRA and the Housing Authority regularly inform the community of the current anti-discrimination laws	Goal was modified and retained.
	Provide favorable house purchasing options to low and moderate income households, such as interest rate write downs, down payment assistance, and mortgage credit certificates.	The City offers various housing programs for first time buyers, as well as rehabilitation loans. The City cooperates with any public / private organization or government entity to promote fair housing.	Policy was modified and retained.
	Rehabilitate FHA foreclosed units with the intent of reselling the units to first-time home buyers and low and moderate income owner-occupants		Policy was modified and retained.
	Continue to cooperate with the Fair Housing Congress of Southern California through the Long Beach Fair Housing Foundation to enforce fair housing laws, and provide tenant/landlord counseling.		Policy was modified and retained.
	Provide fair housing services to Compton residents, and assure that residents are aware of their rights and responsibilities regarding fair housing.		Policy was incorporated into Policy 5.2 in
	Implement action items identified in the City's Analysis of Impediments to Fair Housing Choice (AI) to further access to fair housing in Compton.		Policy was modified and retained.
	Encourage development of residential units accessible to disabled persons or adaptable for conversion to residential use by disabled persons.		Policy was retained.

Table 39 shows the accomplishments of the Housing Programs administered by the City between the years 2008 through 2011. This table shows the several Housing Programs for various fiscal years and the actual accomplishments of each program for each year. This table is different from Table 38 which shows the Goals of the last Housing Element and the City's success in implementing those goals as well as whether the goal was deleted from the new Housing Element or retained. Both tables may have overlapping information, but Table 40 is not intended to address Housing Element Goals but more specifically certain programs.

Table 39 Housing Program Accomplishments: 2008 – 2011						
Housing Program	2008 / 2009		2009 / 2010		2010 / 2011	
	Target	Actual	Target	Actual	Target	Actual
Housing Rehabilitation Program – Deferred Equity Loan Program (DEL)	11 Households	25 Households were assisted with low Cost Housing funds	Seven (7) Households	Seven (7) households were assisted with HOME funds.	201,984	201,984
Housing Rehab Program-Fix-It Grant Program			Twenty-five (25) Households	Twenty-one (21) households were assisted with HOME funds.	51,713	51,713 14 housing units
First time Home Buyer	11 Households	13 households were assisted with HOME funds. 23 households were assisted with low cost housing funds	Four (4) households	Four (4) households were assisted with HOME funds and five (5) households were assisted with Low Cost Housing funds.	400,000	400,000 4 units
CHDO Alameda Court Seasons at Compton	Two Housing Units5	28 housing unitys were constructed. 0 affordable senior housing units were constructed	 Thirty (30) housing Units	28 housing units; five (5) of which were set-aside affordable. Seasons at Compton, which will provide eighty-four units (84) affordable senior housing units.	221,100	221,100 0 units
Fair Housing	300 People	232 people were assisted 16 people were assisted with fair housing complaints 253 people attended education and outreach events	200	232 people were assisted with landlord/tenant services 20 people assisted with fair housing services 247 people attended education services	15,0000	15,000 222 people

Total					
Source: City of Compton					

Table 40

ESG Homeless Programs 2008 / 2009

Program	Allocated	Expended	Goals	Accomplishments
Compton Welfare Rights Organization	ESG: \$50,778.46	ESG: \$50,778.46	200 People	One hundred eighty one (181) homeless women and their children were assisted
Ms. Essie's House of Faith	ESG: \$ 0	\$37,005.14	150 People	One hundred ninety five (195) homeless people were assisted

Table 40

ESG Homeless Programs 2009 / 2010

Program	Allocated	Expended	Goals	Accomplishments
Compton Welfare Rights Organization	ESG: \$32,355	\$32,355.00	240 People	. One hundred fifty-eight (158) homeless women and their children were assisted.
Ms. Essie's House of Faith	ESG: \$29,000	\$4,825.57	100 People	This Shelter closed its doors in FY 2009-10. Unexpended funds will be reallocated in FY 2010-11.
Peace and Joy Care Center	ESG: \$30,000	\$0	135 People	This project will be implemented in FY 2010-11.

Table 40

ESG Homeless Programs 2010 / 2011

Program	Allocated	Expended	Goals	Accomplishments
Compton Welfare Rights Organization	\$46,659	\$46,095	200 People	393 people
Peace and Joy Care Center	\$43,970	\$43,970		

6. PROJECTED REGIONAL HOUSING NEEDS ASSESSMENT

A major focus of the Housing Element is to identify strategies, programs, and sites that will enable Compton to meet its assigned Regional Housing Needs Assessment (RHNA) requirements. For the City of Compton, the regional housing need is determined by the Southern California Association of Governments (SCAG) pursuant to Section 65584 of the Government Code and is based upon an overall regional housing need

number established by the State. The assigned RHNA for the City calls for a total of 69 units to be provided during the current planning period.

- The *Extremely Low Income* households are those whose income is 30% or less than that of the median household income for the greater Los Angeles area. For the 2006-2014 planning period, the City's RHNA for *extremely low income* households is 8 units.
- The *Very Low Income* households are those whose income does not exceed 50% of the median household income for the greater Los Angeles area. For the 2006-2014 planning period, the City's RHNA for *very low income* households is 8 units.
- The *Low Income* households earn from 51% to 80% of the median. For the 2006-2014 planning period, the City's RHNA for *low income* households is 10 units.
- The *Moderate Income* groups earn from 81% to 120% of the median. For the 2006-2014 planning period, the City's RHNA for *moderate income* households is 13⁵ units.
- The *Above Moderate* households earn over 120% of the median income. For the 2006-2014 planning period, the City's RHNA for *extremely above moderate* households is 30 units.

The RHNA applicable to the City is summarized in Table 41. A substantial amount of new housing has been constructed, entitled, or is in the planning review process. During the current planning period (since 2006), a total of 645 units have been constructed, approved, or are currently undergoing review. Furthermore, 158 units are designated for lower-income households for seniors as well as persons that are developmentally disabled.

As indicated previously, those households that have incomes of 30% of the County median would fall into the extremely low income category. Based on the 2009 income limits, an extremely low income household would have the following household incomes: a one person household with an annual income of \$16,650 or less; a two person household with an annual income of \$19,050 or less; a three person household with an annual income of \$21,400 or less; and a four person household with an annual income of \$23,800 or less.

The HCD indicates that the projected need for extremely low income households may be calculated by assuming that such households represent 50% of the very low income households. In other words, the future house need for extremely low income households in Compton is projected to be 168 households.

Table 41 RHNA for the City of Compton January 2006 - June 2014		
Income Category	No.	Percent
Extremely Low Income	8	11.5%
Very Low Income	8	11.5%
Low Income	10	14.5%
Moderate Income	13	17.4%
Above Moderate Income	30	43.5%
Total Need - Future Housing	69	98.4%

⁵ This target was increased to 13 to balance the total RHNA requirement of 69.

Source: Southern California Association of Governments,
July 12, 2007

7. ADEQUATE HOUSING SITES INVENTORY

The assigned RHNA for the City calls for a total of 69 units to be provided during the current planning period. A substantial amount of new housing has been constructed, entitled, or is in the planning review process. As a result, the City is in a unique position of having already achieved its required housing allocation.

Residential Units Provided in the Current Planning Period

The RHNA for the City calls for a total of 69 units to be provided during the current planning period. The RHNA goal has been met and exceeded. During the current planning period (since 2006), a total of 645 units have been constructed, approved, or are currently undergoing review. Table 30 shows the strategies employed to deliver 260 housing units since 2006 and to have an additional 186 projected to complete construction in 2011. During this planning cycle, the City of Compton has been involved in a number of projects identified in Table 35. The status of the major developments is summarized below:

- Alameda Court, LLC Project. The Disposition and Development Agreement between the Agency and the Developer provides that the Agency sell to the Developer an approximately 55,661 square foot site for the development of 28 two, three, and four bedroom for sale town homes units, including live-work units allowing for a home office, with attached garages; a common outdoor area; and a community center of approximately 1,550 square feet. Five units were set aside for low-income families. The five units were funded with \$800,000 of HOME funds given to the developer to set aside the five units. The basis for affordability for these units is the Los Angeles County Median income. The City classifies very low, low and moderate income individuals and families as those with yearly incomes up to \$55,111.
- The Seasons at Compton project is a senior housing project providing 30 units with restrictions on age and income. Of the 30 units within the project located within the City, nine units are for very low income persons, 14 units are for low income persons and six units for moderate income persons. A prospective resident must be at least aged 55 yrs or older and have a maximum income of 50% or below the county median income. The units are deed restricted and range in style from Studio to 1 bedroom. The project will be complete by July 2011.
- The Compton Senior Apartments is a senior housing project providing 74 units with restrictions on age and income. A prospective resident must be at least aged 55 yrs or older and have a maximum income of 80% or below the county median income. The units are deed restricted and range in style from Studio to 1 bedroom. The project will be complete in about a year and a half, (December 2013).
- 2301-2307 W. Compton Blvd. This project consists of a 4-unit apartment complex. This project is in plan check.
- 930 W. Compton Blvd. This project is a 41-unit planned unit development. This project is in plan check.

- 509 N. Tamarind Ave. Willow Walk Condominiums. This project consists of 128 condominium units located within a mixed use gated community. This project is under construction.
- 202 S. Rose Avenue. This project is a 4-unit apartment complex that is in plan check.
- 205 N. Willow Street. This project is an 8-unit apartment complex that is in plan check.
- 809 E. Pine Street. This project is an 8-unit townhome development that is in plan check.
- 1409 W. 130th Street. This project is a 4-unit apartment complex that is in plan check.
- 950 W. Alondra Boulevard. This project is a 28-unit townhome development that is under construction.

See table 42 for current construction status of these projects.

RHNA UNITS BUILT, UNDER CONSTRUCTION AND/OR COMPLETED TABLE 42							
Project Name	Status: Approved, Under Construction, Completed	Total Units	Units by Income Level				Methodology of Affordability Determination (1) Sales price (2) Rent price (3) Type of Subsidy
			VL	L	M	AM	
Seasons at Compton	Completed – Final CO issued	30	9	14	6	1	(3) Deed Restricted
Compton Senior Apartment	Under Construction	74	8	66	0	0	(3) Deed Restricted
Alameda Court 501 S. Alameda St.	Completed - No Final CO	28	0	5	0	23	
2301-2307 W. Compton Blvd	No Final CO	4	0	0	0	4	
930 W. Compton Blvd	No permit issued	41	0	0	0	41	
Willow Walk Condo 509 N. Tamarind Ave	Completed – Final CO issued	128	0	12	21	95	(1)
202 S. Rose Avenue	No Final CO	4	0	0	0	4	
205 N. Willow Ave.	No Final CO	8	0	0	0	8	
809 E. Pine Street	No Final CO	8	0	0	0	8	
1409 W. 130 th Street	Completed - Final CO issued	4	0	0	0	4	
950 W. Alondra Boulevard	No Final CO	28	0	0	0	28	

The map in Exhibit 3-7 shows the new residential land uses defined in the Land Use Element and included below.

**Table 43
RHNA Needs Status**

Income Category	A	B	A-B
	New Construction Need	Units Built, Under Construction or Approved	Remaining Need
Very Low (0-50% of AMI)	8	17	0
Low (51-80% of AMI)	10	97	0
Moderate (81-120% of AMI)	13	27	0
Above Moderate (over 120% of AMI)	30	216	0
TOTAL UNITS	69	<u>357</u>	0

Units currently at risk for conversion

Section 65583 of the California Government Code was amended in 1991, requiring an analysis of subsidized units and a description of programs to preserve assisted housing developments. The preservation of assisted units is an issue because the subsidy periods of federally subsidized projects constructed 20-30 years ago are beginning to come up for renewal or termination.

Ten developments in the City have received mortgage assistance through the Federal Government and/or State of California. These Ten developments listed in Table 44 indicate the name, location, government assistance, affordability controls, and other pertinent information for the government-assisted projects within the City.

The use restrictions for Section 8 new construction opt-out contract, attach to the properties' when the market rate mortgage was issued at the time the contract was entered into by the property owner. The Section 8 contract guarantees, for the term of the contract that units covered by the contract are rented to lower income senior citizens. The low income senior citizen pays 30% of his/her adjusted gross monthly income to the owner or manager while HUD pays the difference between the rent paid by the tenant and the market rate rent. Market rate rents are determined and reviewed on a yearly basis by HUD.

In the event the owner successfully opts-out of the Section 8 contract the previous low-income senior rental-housing units would no longer be included in a federal program to guarantee reduced rents.

Since six of the ten projects listed in Table 44 are at risk of going market rate during the next five years. To terminate the contract the property owner must filed a Notice of Intent with HUD, to opt-out of the Section 8

contract. So far the City has not received a notice that any of the nine assisted units will terminate their contracts and go market rate.

Assessed Conversion Risk

The total number of units at risk of going market rate during the next five years is 317 divided up among nine properties. According to the California Housing and Community Development publication, approximately 15 to 20 percent of at risk properties will opt out of the assisted housing programs for a variety of reasons. This means that approximately 47 to 63 units is the real number of at risk units that the City needs to work toward providing in the event the anticipated 15% to 20% of existing property owners opt out.

Therefore, the City is working on three projects that are in the development stage totaling 244 new units. These projects include Willow Walk, Alameda Court, and Seasons at Compton projects.

Table 44 Assisted Housing Projects in Compton						
<u>Project Name/Address</u>	<u>Types of Government Assistance</u>	<u>Terms Control</u>	<u>Earliest Conversion*</u>	<u>Number of Units**</u>	<u>Tenant Type</u>	<u>Current Owner</u>
<u>SANTA FE APARTMENTS</u> <u>1912 N. Santa Fe Ave</u> <u>Compton, Los Angeles, CA.</u>	<u>LMSA</u> <u>S8</u>	236(j)(1)	<u>06/30/2010</u>	79*	<u>Family</u>	
<u>DOUGLAS PARK APTS</u> <u>121 W Rosecrans Ave</u> <u>Compton, Los Angeles, CA.</u>	<u>Sec 8 PRAC</u> <u>202/811</u>		05/31/2011	72*	<u>Family</u>	
<u>WHITFIELD MANOR</u> <u>12600 S. Compton Ave</u> <u>Compton, Los Angeles, CA</u>	<u>LMSA</u> <u>S8</u>	236(j)(1)	<u>09/30/2011</u>	40*	<u>Family</u>	
<u>ST TIMOTHY'S TOWER</u> <u>425 S. Oleander Ave</u> <u>Compton, Ca</u>	<u>LMSA</u> <u>S8</u>	236(j)(1) /202	09/30/2014	112*	<u>Senior</u>	
<u>ST. TIMOTHY'S MANOR</u> <u>415 S. Oleander Ave</u> <u>Compton, CA</u>	<u>LMSA</u> <u>S8</u>	202	09/30/2014	21*	<u>Senior</u>	
<u>E. BOYD ESTERS MANOR</u> <u>1101 N. Central Ave</u> <u>Compton Ca.</u>	<u>LMSA</u>	202	06/07/2013	50*	<u>Senior</u>	
<u>PARK VILLAGE APARTMENTS</u> <u>601 W. Corregidor Street</u> <u>Compton, CA.</u>		207/223(f)	10/01/2039	164	<u>Family</u>	
<u>NEW WILMINGTON ARMS 2</u> <u>700 W. Laurel Street</u>	<u>S8</u>	<u>236(j)(1)</u>	04/30/2021	164	<u>Family</u>	

<u>SOUTH BAY RETIREMENT RESIDENCE</u> <u>1001 W. Cressey Street</u>	<u>Section 202/811 PRAC 202/811 S8</u>		01/31/2016	74	<u>Senior</u>	
<u>WARWICK TERRACE APT</u> <u>14921 S. Compton</u>	<u>S8</u>		Annual Renewal	103	<u>Family</u>	
During the next ten years 448 units will be at risk of going market rate. * 295 units are at risk during the next 5 years. <u>Source: Planning Department, City of Compton 2011.</u>						

Preservation of At Risk Housing Program

In order to meet the housing needs of persons of all economic groups, the City must guard against the loss of housing units available to lower-income households. A total of 317 units in nine HUD-assisted projects are at-risk of conversion to market-rate prior to 2015. The City's objective is to either retain or replace as low-income housing all at risk units in the City. The Planning and Economic Development Department will implement the following programs on an ongoing basis to conserve its affordable housing stock.

- a. **Monitor Units At-Risk** - SANTA FE APARTMENTS, WHITFIELD MANOR, and ST TIMOTHY'S TOWER APT are all eligible to prepay their remaining HUD-insured Section 236 loans and opt out of low-income use restrictions any time. Section 8 subsidies for units in the four other projects are renewed on short-term basis and may not be renewed in the future due either to lack of funding at the HUD level or owner decision to opt out of the Section 8 program. In addition, the SANTA FE APARTMENTS has a Section 8 contract that expired before the end of 2010. The City will continue to monitor these apartments annually.
- b. **Work with Potential Purchasers** - Establish contact with public and non-profit agencies interested in purchasing and/or managing units at-risk to inform them of the status of such projects. Where feasible, provide technical assistance and support to these organizations with respect to financing. The City should actively pursue affordable housing opportunities and maintain a list of interested and qualified affordable housing developers. The City will update this list annually.

There are a number of housing providers that have been identified by the State HCD as candidate entities that could assume responsibility for the at-risk housing should they be converted to market rate units:

- Community Development & Preservation, LLC;
- MBK Management Corporation;
- Community Rehabilitation Services, Inc;
- East Los Angeles Community Corporation
- FAME Housing Corporation;

- Los Angeles Center for Affordable Tenant Housing;
 - Los Angeles Housing Partnership, Inc.;
 - Los Angeles Low Income Housing Corp. (LALIH); and,
 - The East Los Angeles Community Union (TELACU).
- c. **Tenant Education** - The California Legislature extended the required notification period, requiring property owners give a 12-month notice of their intent to opt out of low-income use restrictions. The City will work with tenants of at-risk units and provide them with education regarding tenant rights and conversion procedures. The City will also provide tenants in at-risk projects information regarding Section 8 rent subsidies through the Housing Authority, and other affordable housing opportunities in the City.
- d. **Assist Tenants of Existing Rent Restricted Units to Obtain Priority Status on Section 8 Waiting List** - HUD has set aside special Section 8 vouchers for existing tenants in Section 8 projects that are opting out of low-income use. Upon conversion, the units will stay affordable to the existing tenants as long as they stay. Once a unit is vacated and new tenants move in, the unit will convert to market-rate housing.

Five-Year Objectives:

- Preserve all 317 units in the nine at-risk properties.
- The City will monitor, every three months, the status of any HUD receipt/approval of Notices of Intent and Plans of Action filed by property owners to convert to market-rate units.
- The City will annually identify and meet and pursue funding with non-profit organizations as potential purchasers/managers of at-risk housing units.
- As part of coordination with non-profit partners, the City will annually explore funding sources available to purchase affordability covenants on at-risk projects, transfer ownership of at-risk projects to public or non-profit agencies, purchase existing buildings to replace at-risk units, or construct replacement units.
- The City will provide tenant education within 30 days of a notice and assist tenants to obtain special Section 8 vouchers reserved for tenants of converted properties.

Table 45

PURCHASE AND REHABILITATION COSTS FOR EXISTING UNITS	
<u>Cost/Fee Type</u>	<u>Cost Per Unit</u>
<u>Land & Improvements Acquisition</u>	\$90,000
<u>Rehabilitation*</u>	\$25,000
<u>Financing/Other</u> (4% @ 30 yr.)	\$82,649.93
<u>Total Estimated Per Unit Cost</u>	\$197,649.93

* Lead paint removal, heating, appliance, window, and flooring replacement

Table 46

NEW CONSTRUCTION/REPLACEMENT COSTS (850 sq ft multi-family) unit	
<u>Cost/Fee type</u>	<u>Cost Per Unit</u>
<u>Land Acquisition</u>	\$30,000

<u>Construction</u>	\$109,650
<u>Financing/Other</u> (4% @ 30 yr.)	\$100,365.77
<u>Total Estimated Per Unit Cost</u>	\$240,015.77

The replacement cost for the subsidized at risk developments would be prohibitive. In general, the cost for new land in the city is \$18 a square foot. The actual construction cost for residential development ranges from \$118 a square foot up to \$129 a square foot. The total projected replacement cost for the at-risk units is identified in Table 46 above. This figure assumes that a minimum 5,000 square foot multi-family lot would be required and each unit would have a total floor area of 850 square feet (two-bedrooms). The land cost would total approximately \$90,000 (assuming \$18 per square foot) while the construction cost would total approximately \$109,650 (assuming \$129/square feet by 850 square feet per unit \$109,650). The financing cost for each unit would be \$100,365 at 4% for 30 years. The total cost to construct a new 850 square foot multi-family unit would be \$240,015. The total rehabilitation cost per unit would be \$197,649 as illustrated in Table 45. Therefore, it is more cost-efficient to preserve existing affordable units than it is to build replacement units.

Successor (Redevelopment) Agency Owned Sites

Table 47 indicates those sites that are presently owned by the City of Compton. These sites are presently zoned non-residential and have different existing General Plan land use designations. However, the new Land Use Element of the new General Plan 2030 will re-designate all of the sites listed in Table 47 to residential land uses. Moreover, upon adoption of the General Plan 2030, the City of Compton will undertake a zoning consistency program to rezone a variety of properties whose zoning is not consistent with the adopted Land Use Element including all of the properties listed in Table 47. These properties could accommodate up to 228 units based on a density of 30 units per acre. This density formula corresponds to that identified by the State legislature for urban areas. The CRA is solely responsible for development of these areas and is core objective of the agency. As funds become available they will continue to facilitate additional developments.

The sites shown in Table 47 can certainly be consolidated through the subdivision process if warranted. Each site will be viewed within the context of the sites' location, the configuration of the associated lots and project site design. The subdivision process typically occurs at the time of project entitlement because this allows for the most efficient design of lots that would accommodate the proposed location of improvements, accesses and easements.

The sites listed in Table 47 will also become uses by-right under the proposed Zoning Consistency Program planned for the spring of 2012. When the new zoning ordinance is written these land uses will become uses by right as will all single family and multi-family uses that meet the minimum code requirements. Densities will meet the multifamily minimum of 20 dwelling units per acres however due to each sites' size the smaller sites may have less total units onsite.

The City's methodology is to use the Los Angeles County median income as the basis for determining which units will be available to the various income groups whether as a rental or a for sale unit. The projected unit count for each site shown in table 35 is based on a minimum lot area of 1,500 square feet per unit as specified in the zoning ordinance for Residential High Density (RH).

Table 47
Sites Currently Owned by the City of Compton
January 2006 - June 2014

Address	Land Area	Existing Zoning	Existing Land Use	Min. Lot area per unit.	New Land Use	Proposed Zoning	Potential Development ⁶
302 N Tamarind	77,101 sq. ft.	Limited Commercial	Vacant Land	1,500	Multifamily	Multi-Family	51 units
415 W. Compton Blvd.	6,696 sq. ft.	Limited Commercial	Vacant Land	1,500	Mixed Use	Multi-Family	4 units
106 E. Cedar St.	7,497 sq. ft.	Limited Commercial	Vacant Land	5,000	Single Family	Single Family	1 units
13800 – 3900 McKinley Avenue	284,192 sq. ft.	Heavy Manufacturing	Vacant Land	1,500	Mixed Use	Multi-Family	189 units
		Limited Commercial	Vacant Land				
Total Units							245 units
Source: City of Compton, 2011							

8. HOUSING PROGRAMS 2006-2014

QUANTIFIED HOUSING OBJECTIVES

Compton's quantified objectives for new housing during 2006 – 2014 are listed in Table 48 by housing strategy. Definitions and examples of each housing strategy are provided below.

#1: Down Payment Assistance to First Time Homebuyers

- Willow Walk Project: The Disposition and Development Agreement between the former Compton Community Redevelopment Agency and the Developer provided that the Agency sell to the Developer an approximately 6.5 acre site for the development of 128 for sale residential town homes with tandem garages and interior park space. The City provided down payments assistance to 21 Moderate and 12 Low Income First Time Homebuyers in the form of gap financing to subsidize the purchase of newly constructed townhomes. These units were completed in June 2011. All of the remaining 95 units are market-rate townhomes. Home funds from the City were used to contribute down payment assistance to both moderate and low income 1st time home buyers in 2008. Because Home funds were used the City provided funds based on the calculated Los Angeles County median household income.

#2: Gap Financing to Developers of Lower Income Senior Housing

- Seasons at Compton Housing Project: The City provided gap financing assistance to SEASONS AT COMPTON Housing in a form of gap financing to ensure feasibility of proposed development of low-income Senior Housing Development in the redevelopment project area. Construction has begun and is scheduled to be completed in 2011.

⁶ Based on a density of 30 units per acre

- META Housing Project: This all low-income Senior Housing Development is for physically disabled seniors. The City provided gap financing assistance to META Housing to ensure feasibility of proposed development in the redevelopment project area. Construction has begun and is scheduled to be completed in 2011.

#3 Infill Development

Bedford – This market-rate multifamily housing development will provide 28 three and four bedroom apartments in an existing community. It's located across the street from the Compton Airport and is scheduled to be complete in 2012.

Table 48 Overview of Quantified Objectives for New Housing					
Income category	RHNA	Strategy – Units Provided			
		#1	#2	#3	Total
Extremely Low	8	0	15	0	15
Very Low	8	0	25	0	25
Low	10	105	110	0	215
Moderate ⁷	13	20	0	0	20
Above Moderate	30	75	0	50	125
Total	69	200	150	50	400
Source: City of Compton. 2010					

⁷ This target was increased to 13 to balance the total RHNA requirement of 69.

Programs

All potential sources of funding will be actively pursued by the City and particularly the Compton Local Housing Authority with oversight by the Planning and Economic Development Department in their efforts to implement the City's Housing Element. In recent years, Compton's real estate market improved due to the increased demand for relatively affordable housing that is available in the City compared to other portions of Los Angeles County. Compton's housing programs emphasize the need to strengthen public-private partnerships. Efforts to cooperate with other public entities and especially with the private sector, continues to be a priority. The goal is to produce, improve, and protect the City's housing stock utilizing the CRA tax increment set-aside funds and other housing funds as leverage. Under California Redevelopment Law, 20% of the tax increment generated by the Agency's project areas is to be placed into a set-aside fund and is to be utilized for qualifying housing related activities.

The City will operate the following twelve programs which are described in detail on the following pages along with the implementation responsibility, funding, schedule, and quantified objectives.

1. Housing Choice Voucher Program -Compton Housing Authority
2. Family Self- Sufficiency Program – Compton Housing Authority
3. Housing Choice Voucher Portability – Compton Housing Authority
4. Housing Choice Voucher Homeownership Program – Compton Housing Authority
5. First Time Homebuyers Program (Home Ownership) – Initiated in the early 1990's. Program is continuously ongoing. Produce 75-100 units within next 5 years. Compton Housing Authority
6. Deferred Equity Loan Program (Housing Rehabilitation) – Initiated in the early 1990's. Program is continuously ongoing. Produce 50 units – Successor Agency
7. Emergency Assistance Program – Initiated in the early 1990's. Program is continuously ongoing. Produce 30 units within next 5 years. – Successor Agency
8. Fix-it Grant Program – Initiated in the early 1990's. Program is continuously ongoing. Produce 100 units within next five years. – Successor Agency
9. CHDO Predevelopment Funds – Initiated in the early 1990's. Program is continuously ongoing. Provides funding to non-profit housing organizations that create affordable housing units. – Successor Agency
10. Neighborhood Stabilization Program – Initiated in 2008. Program will be completed by 2014-2015. Make available 75-125 units within next 5 years. – Successor Agency
11. Energy Conservation Program – (City of Compton).
12. Emergency Shelter Grant Program – Grants Division, (City of Compton).
13. Transitional and Supportive Housing Programs
14. Expedited Permit Procedures
15. Zoning Constraints Program - To reevaluate existing development standards and to propose the remove development standards acting as governmental constraints
16. Reasonable Accommodation Program

(1) Housing Choice Voucher Program (Rental)

The Housing Choice Voucher program provides monthly rental assistance to participants who want to rent from a private landlord, but cannot afford the full monthly rental payment. All types of rental units are eligible for this program. The elderly and disabled may also choose to live in an assisted living facility. The unit must be privately owned, and the family receiving assistance cannot have any financial interest in the unit, unless it is a participant in the Homeownership Voucher program.

This program's implementation is summarized below:

<i>Responsibility.</i>	Local Housing Authority of Compton
<i>Funding.</i>	Dept. of Housing and Urban Development
<i>Implementation Schedule.</i>	Ongoing Program
<i>Quantified Objectives.</i>	803 households assisted on an annual basis.

(2) Family Self-Sufficiency Program

Family Self-Sufficiency (FSS) is a HUD program that encourages communities to develop local strategies to help assisted families obtain employment that will lead to economic independence and self-sufficiency. Services provided through the FSS program include the following:

- Budgeting
- Child care
- Transportation
- Education
- Job training and employment counseling
- Substance/alcohol abuse treatment or counseling
- Household skill training
- Homeownership counseling
- Parenting skills
- Healthy living

Participants have up to five years to reach self-sufficiency. Program completion occurs when the family head-of-household reaches his/her employment goal and the family has been welfare free from 12 consecutive months.

This program's implementation is summarized below:

<i>Responsibility.</i>	Local Housing Authority of Compton
<i>Funding.</i>	Dept. of Housing and Urban Development
<i>Implementation Schedule.</i>	Ongoing Program
<i>Quantified Objectives.</i>	

(3) Housing Choice Voucher Portability

The portability feature of Section 8 vouchers allows voucher-holders to move to a rental unit of their choice, including one located outside the jurisdiction of the local Housing Agency.

This program's implementation is summarized below:

<i>Responsibility.</i>	Local Housing Authority of Compton
<i>Funding.</i>	Dept. of Housing and Urban Development
<i>Implementation Schedule.</i>	Ongoing Program
<i>Quantified Objectives.</i>	

(4) Housing Choice Voucher Homeownership Program

The Compton Local Housing Authority has established a Section 8 tenant-based voucher homeownership option in Compton, California, pursuant to the U.S. Department of Housing and Urban Development (HUD) proposed rule dated April 30, 1999 and pursuant to Section 555 of the Quality Housing and Work Responsibility Act of 1998, authorizing HUD to carry out demonstration programs under Section 8.

The Housing Choice Voucher (HCV) Homeownership Program allows families receiving HCV rental assistance to use their subsidies for homeownership rather than for rental purposes.

This program's implementation is summarized below:

<i>Responsibility.</i>	Local Housing Authority of Compton
<i>Funding.</i>	Dept. of Housing and Urban Development
<i>Implementation Schedule.</i>	Ongoing Program
<i>Quantified Objectives.</i>	2 households assisted on an annual basis based on funding availability

(5) First Time Homebuyers Program (Home Ownership)

The City administers a First Time Homebuyers Program to provide financial assistance to individuals and families with the dream of homeownership. The financial assistance will consist of a Second Mortgage, which is in the form of a deferred Silent Second Deed of Trust loan. The loan provided to the homebuyer is interest-free and does not require monthly payments.

The Homeowner will be required to annually provide proof and certify that the subject property is their primary residence.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton
<i>Funding.</i>	Redevelopment Tax Increment Funds 20% Set-aside and HOME funds
<i>Implementation Schedule.</i>	<u>Initiated in the early 1990's. Program is continuously</u>
<i>Quantified Objectives.</i>	20 households assisted on an annual basis. <u>75-100 units within next 5 years.</u>

(6) Deferred Equity Loan Program (Housing Rehabilitation)

The Deferred Equity Loan provides loan assistance from \$10,000 to \$25,000 to low- income, owner-occupied households of single family residences. Loan proceeds may be used for correction of code violations such as, plumbing, electrical, roofing, windows, etc. The property must be a single family

residence located within the city limits. Owner must have lived in the property for at least six months for program participation. This program is not designed for upgrading, remodeling or room additions.

Applicants, who have received a previous rehabilitation grant/loan or First Time Homebuyer loan, are not eligible for the program.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton
<i>Funding.</i>	Redevelopment Tax Funds 20% Set-aside and HOME funds
<i>Implementation Schedule.</i>	Ongoing Program
<i>Quantified Objectives.</i>	20 households assisted on an annual basis.

(7) Emergency Assistance Program

The Emergency Assistance Program provides funding only in the amount necessary to repair/replace and mitigate immediate emergency repairs up to \$10,000. The program assists low income, owner-occupied households with extreme emergency repairs such as electrical, heating, plumbing, roofing and any other code violations which may cause the property to be extremely unsafe or unhealthy, only upon review and approval by City staff. The property must be a single-family residence located within the city limits.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton
<i>Funding.</i>	Redevelopment Tax Funds 20% Set-aside and HOME funds
<i>Implementation Schedule.</i>	Ongoing Program
<i>Quantified Objectives.</i>	20 households assisted on an annual basis.

(8) Fix-it Grant Program

The Fix-It Grant provides a grant up to \$7,000.00 to assist low income, owner-occupied households with minor repairs such as painting, windows, screens, smoke alarms, handicapped grab bars, ramps, toilets, termite treatment or tenting, and other repairs deemed appropriate by the City, such as electrical, roofing and plumbing but only if it is a code violation that will impede the health and safety of the homeowner and upon review and approval by Agency staff.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton
<i>Funding.</i>	Redevelopment Tax Increment Funds 20% Set-aside and HOME funds
<i>Implementation Schedule.</i>	Ongoing Program
<i>Quantified Objectives.</i>	20 households assisted on an annual basis.

(9) CHDO Predevelopment Funds

The City administers the Community Housing Development Organization (CHDO). Grant funds may be used on predevelopment activities for affordable housing projects. Projects may be for rental or home ownership

housing and may be for new construction, renovation, or acquisition. They are expected to have a high impact on priority needs and produce measurable results.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton – Successor Agency
<i>Funding.</i>	HOME funds
<i>Implementation Schedule.</i>	Ongoing Program
<i>Quantified Objectives.</i>	35 units

(10) Neighborhood Stabilization Program

Funds may only be used by the City on eligible projects that assist very low, low, and middle income households whose incomes do not exceed one hundred twenty percent (120%) of Los Angeles County area median income (Eligible Household). An Agreement restricting ownership, occupancy, and resale of each home to Eligible Households for a term of 15 years will be executed by each Eligible Household acquiring a home through the NSP1 and will be recorded against each such home concurrently with close of escrow for the conveyance to such Eligible Household.

Only homes that are located in a designated NSP1 area and that have been foreclosed and left vacant will be eligible for acquisition as part of the Compton ARR Program. Foreclosed homes that are either occupied or not located in an NSP1 area are ineligible for participation in the Compton ARR Program.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton – Successor Agency
<i>Funding.</i>	NSP1 Funds – Compton ARR Program
<i>Implementation Schedule.</i>	January 2009 – December 2011
<i>Quantified Objectives.</i>	21 units

(11) Energy Conservation Program

The City adopted the newest California Building Code in June 2009 which includes new Green Building requirements. Presently the City promotes energy conservation measures, recycling, water conservation, and the use of alternative transit. The programs will include rebates for energy conserving refrigerators, water heaters, and other household appliances.

This program will supplement existing City efforts in the enforcement of the State's construction codes requiring water conservation/efficiency in new construction.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton Planning and Economic Development/Building Departments
<i>Funding.</i>	General Fund and grants
<i>Implementation Schedule.</i>	Ongoing Program
<i>Quantified Objectives.</i>	50% of all new development will comply

(12) Emergency Shelter Program

Currently, the City's Zoning Ordinance permits emergency shelters housing in any non residential zone district subject to a Conditional Use Permit. The city will add emergency shelter within its zoning code definitions and list as a permitted use in residential zoning districts. In addition, the City will designate through the Land Use Element an ES Housing Overlay Land Use district created on Wilmington Avenue and Long Beach Blvd. where emergency shelters will be permitted by right, without a CUP or other discretionary action, across multiple zones.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton Planning and Economic Development Department
<i>Funding.</i>	General Fund (for the rezoning)
<i>Implementation Schedule</i>	Within 12 months of Housing Element Adoption
<i>Quantified Objectives.</i>	To comply with applicable State requirements.

(13) Transitional, Supportive Housing and SRO Programs**Zoning for Transitional Housing**

To comply with State law, the City will also amend the Zoning Ordinance requirements for residentially zoned land so that the development of transitional housing will be specifically defined in the zoning ordinance as a residential use subject only to those regulations that apply to other residential dwellings of the same type in the same zone.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton Planning and Economic Development Department
<i>Funding.</i>	General Fund (for the rezoning)
<i>Implementation Schedule</i>	Within 12 months of Housing Element Adoption
<i>Quantified Objectives.</i>	To comply with applicable State Law requirements.

Zoning for Supportive Housing

The State also requires the Housing Element to identify zones that allow supportive housing development and demonstrate that zoning and local regulations (standards and the permit process) encourage and facilitate supportive housing. The City will amend the Zoning Ordinance to define and specifically call out supportive housing as a residential use subject only to those regulations that apply to other residential dwellings of the same type in the same zone.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton Planning and Economic Development Department
<i>Funding.</i>	General Fund (for the rezoning)
<i>Implementation Schedule</i>	Within 12 months of Housing Element Adoption
<i>Quantified Objectives.</i>	To comply with applicable State requirements.

Zoning for Single Room Occupancy

Single Room Occupancy Units (SROs) can provide a valuable form of affordable housing for extremely low-income individuals, seniors, and persons with disabilities. An SRO unit usually is small, between 200 to 350 square feet. These units provide a valuable source of affordable housing and can serve as an entry point into the housing market for formerly homeless people. To encourage and facilitate the development of SRO units, the City will amend its Zoning Ordinance to define SROs as a land use permitted by right in non-residential zones. SROs will also be specifically listed as a permitted land use within the ES Overlay Designation area on Long Beach Blvd. and Wilmington Ave.

This program's implementation is summarized below:

<i>Responsibility.</i>	City of Compton Planning and Economic Development Department
<i>Funding.</i>	General Fund (for the rezoning)
<i>Implementation Schedule</i>	Within 12 months of Housing Element Adoption
<i>Quantified Objectives.</i>	To incorporate SROs into the zoning ordinance.

(14) Expedited Permit Procedures

The City will explore establishing an expedited permit procedure for developments with a majority of the units intended for low to moderate income households that also do not require any Variance, Zone Change or General Plan Amendments. The Architectural Review Board will be discontinued in lieu of a new administrative zoning compliance review process.

<i>Responsibility:</i>	City of Compton Planning and Economic Development Department
<i>Timing:</i>	12 to 24 months after General Plan adoption.
<i>Funding:</i>	General Fund
<i>Objective:</i>	To explore the feasibility of establishing an expedited development review process for developments of low to moderate income households.

(15) Zoning Consistency Program to reevaluate zoning inconsistencies and to remove development constraints

Upon adoption of the General Plan 2030 update the City will undertake a comprehensive review of the residential development standards to determine if any existing standards are acting as constraints upon low income housing development. Specifically the City will review the parking requirements to possible reduce the parking requirement from 1.5 enclosed parking spaces to 1 uncovered parking space for low/moderate income housing units. Additionally, the provision to require a Conditional Use Permit for multi-family unit projects of 5 or more units on an existing lot within a multi-family zone will be further investigated with the goal of significantly raising the number or eliminating the CUP requirement completely.

<i>Responsibility:</i>	City of Compton Planning and Economic Development Department
<i>Timing:</i>	12 to 24 months after General Plan adoption.
<i>Funding:</i>	General Fund

<i>Objective:</i>	To explore the feasibility of reduce the parking requirement from 1.5 covered parking spaces to 1 uncovered parking spaces for low/moderate income housing units and removing the provision to require a Conditional Use Permit for multi-family unit projects of 5 or more units.
-------------------	--

(16) Reasonable Accommodation Program

Households containing a resident with a disability require physical alterations to the housing unit to better accommodate the disabled resident. Under this program, the City will adopt a reasonable accommodation ordinance to provide exception in zoning regulations for housing for persons with disabilities. Currently, the City's Zoning Ordinance contains no such provisions.

Responsibility.

City of Compton Planning and Economic Development Department

Funding.

General Fund (for the rezoning)

Implementation Schedule

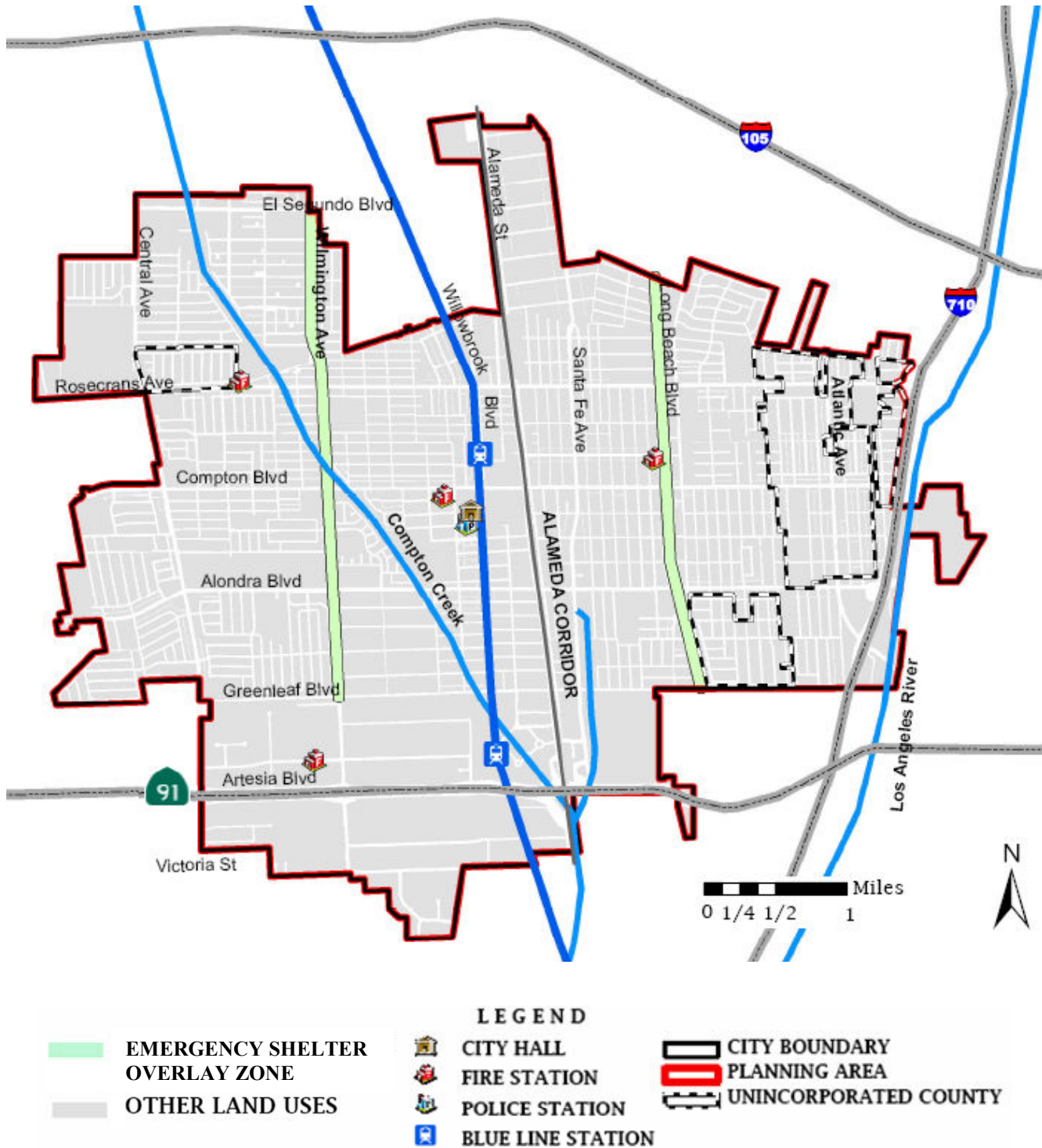
12 months of Housing Element Adoption

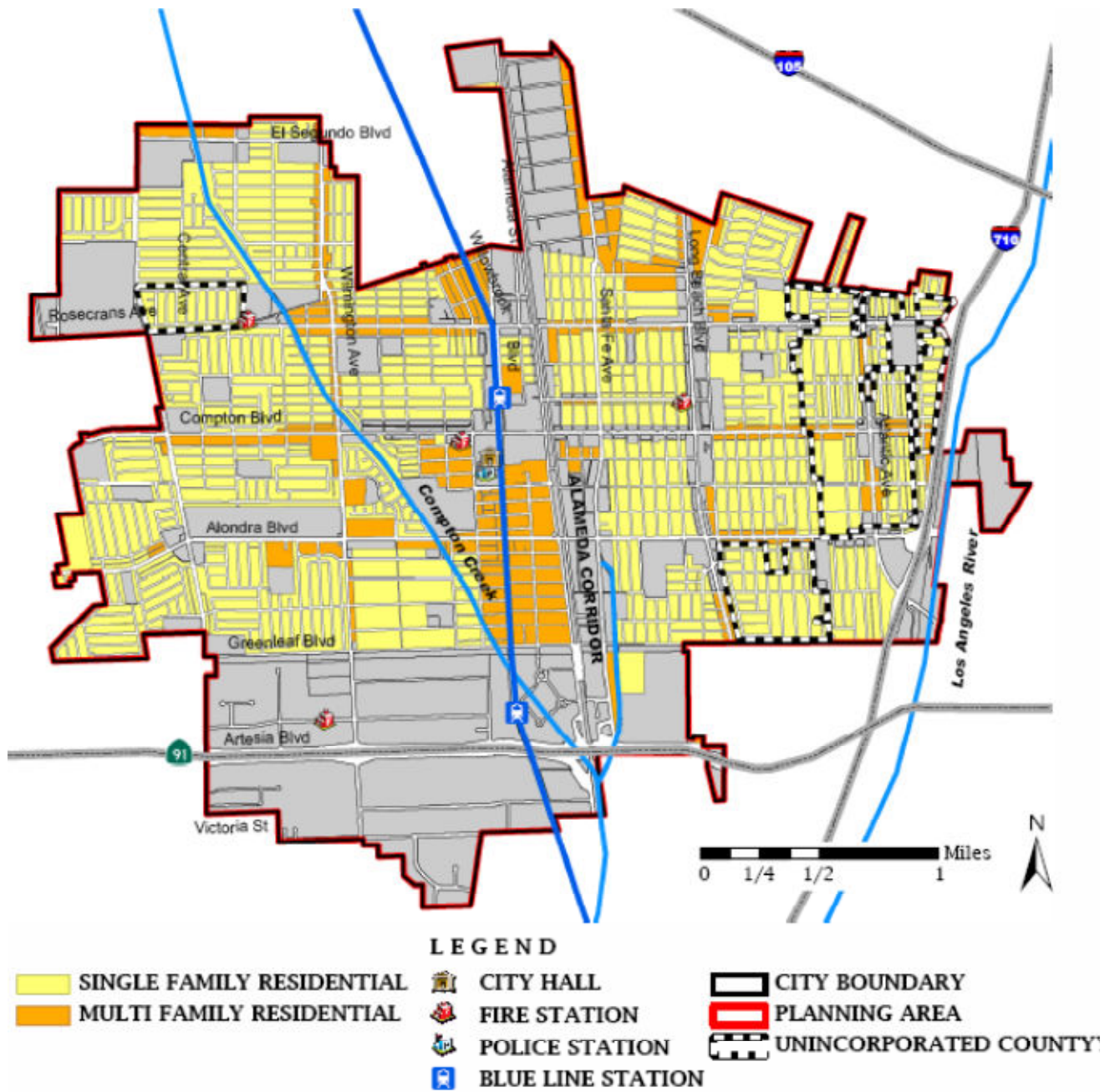
Quantified Objectives.

Facilitate the development, maintenance and improvement of housing for persons with disabilities; reduce processing time for reasonable accommodation requests by 50 percent.

EXHIBIT 5 LAND USE PLAN WITH EMERGENCY SHELTER OVERLAY ZONE

SOURCE: USC CENTER FOR ECONOMIC DEVELOPMENT





Successor Agency (Redevelopment) Set-Aside Funds

The Compton Redevelopment Agency (CRA) was established in 1971 as a means to eliminate bighted conditions in the City. The first project area was adopted in 1971 and then combined with the second project area established in 1973 into one project area totaling 2,635 acres. The project area will expire in 2032. The CRA sets aside 20% of the tax increment revenue generated from the Agency's project area. This set-aside is placed in a separate Low- and Moderate-Income (L&M) Housing Fund and is used for activities that increase, improve, or preserve the supply of affordable housing. As indicated in Table 49, the expected accrual of L&M Housing Funds over the planning period ending in the year 2014 is anticipated to be \$43,282,150. The lower half of Table 49 indicates those programs and/or categories that will be funded by the L&M funds. Since the dissolution of the Redevelopment Agency, the City has taken over all programs as the Successor Agency.

Table 49
Expected Accrual of L&M Funds Over the Planning Period

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	Total
Estimated Beginning Cash Balance/yr	\$4,536,956	\$5,730,870	\$7,203,670	\$8,668,186	\$10,115,870	\$36,255,552
Revenue (TI and interest)	\$1,193,914	\$1,472,800	\$1,464,516	\$1,456,100	\$1,447,684	\$7,035,014
Subtotal available funds	\$5,730,870	\$7,203,670	\$8,668,186	\$10,115,870	\$11,563,554	\$43,282,150
Total available funds over five year planning period						
Planned Expenditures		Amount	% of Total			
SERAF loan		0	0			
Debt Service		2,500,000	0			
Administration, overhead, maintenance		\$909,812	28.34%			
Professional Services		\$300,000	9.35%			
Transitional Housing		0	0			
Tenant Rental Subsidy Program		0	0			
Housing Rehabilitation		0	0			
Neighborhood Preservation		0	0			
Home-ownership Program		\$2,500,000	62.3%			
Affordable Housing Development (1)		1,200,000	0			
Purchase covenants/rehab rental property		0	0			
Total		\$6,909,812	99.99			
Source: City of Compton 2011						

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

1800 Third Street, Suite 430
P. O. Box 952053
Sacramento, CA 94252-2053
(916) 323-3177 / FAX (916) 327-2643
www.hcd.ca.gov



December 28, 2012

Mr. Robert Delgadillo, Interim Director
Planning and Economic Development Department
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Dear Mr. Delgadillo:

RE: Review of the City of Compton's Revised Draft Housing Element Update

Thank you for submitting the City of Compton's revised draft housing element update received for review on October 29, 2012. The draft housing element was submitted for the 4th planning cycle and covers the 2006-2014 planning period. The Department is required to review adopted housing elements and report the findings to the locality pursuant to Government Code Section 65585(b).

The revised draft element addresses the statutory requirements described in the Department's April 18, 2011 review. For example, the element now includes an adequate analysis of identified sites and governmental constraints. As a result, the revised element will comply with State housing element law (Article 10.6 of the Government Code) when these revisions are adopted and submitted to the Department, pursuant to Government Code Section 65585(g).

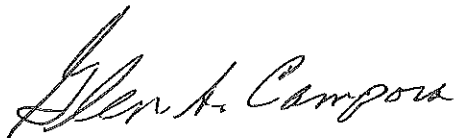
The Department appreciates Compton's efforts to promote housing development through Program 15 which proposes the removal of regulatory barriers such as conditional use permit requirements for multifamily projects and a reduction in parking requirements for affordable developments. In addition, programs to establish a reasonable accommodation procedure for persons with disabilities and amend zoning to provide for a variety of housing types demonstrate the City's commitment to providing housing for all segments of its population. The City must monitor and report on the results of these and other programs through the annual progress report, required pursuant to Government Code Section 65400. Please note, the City must also describe the actual results of programs in the review and revise section of its 5th cycle housing element and assess the appropriateness of continuing these programs forward to the next planning period.

#1.

Mr. Robert Delgadillo
Page 2

The Department appreciates your hard work and dedication in preparation of the housing element and looks forward to receiving Compton's adopted housing element. If you have questions or need additional technical assistance, please contact Lindy Suggs, of our staff, at (916) 327-2641.

Sincerely,

A handwritten signature in cursive script that reads "Glen A. Campora". The signature is written in dark ink and is positioned above the printed name and title.

Glen A. Campora
Assistant Deputy Director



February 15, 2013

Compton City Council
205 South Willowbrook Avenue
Compton, CA 90220

Mayor Eric J. Perrodin and Council members:

Volunteers of America of Greater Los Angeles strongly urge you to adopt the recently certified Housing Element.

In reviewing the document we are encouraged by language describing the Emergency, Transitional and Supportive housing strategies, specifically the creation of an Emergency Shelter Housing Overlay Land Use Designation.

Volunteers of America of Greater Los Angeles believes that creating affordable housing for all income levels is a critical key to building strong and healthy communities. Again, we urge the council to adopt the Housing Element as presented.

Thank you for accepting our input and comment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Orlando Ward'.

Orlando Ward
Executive Director of External Affairs
Volunteers of America – Greater Los Angeles

CC: G. Harold Duffey, City of Compton
Robert Delgadillo, City of Compton
Jim Hlawek, Volunteers of America

MARCH 26, 2013

The City Council meeting was called to order at 5:36 p.m. in the Council Chambers of City Hall by Chairperson Pro-Tem Lillie Dobson.

ROLL CALL

Council Members Present: Zurita, Arceneaux, Jones, Dobson

Council Members Absent: Perrodin*

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE OF RECOGNITION - Dr. Janice Exum - Exum Medical Corporation (Councilmember Janna Zurita)

Councilperson Zurita presented a plaque of appreciation to Dr. Janice Exum in recognition of her longevity and medical expertise to the Compton community.

2. PROCLAMATION PROCLAIMING SAFETY SEAT CHECKUP WEEK (March 31 - April 6, 2013) - Mayor and City Council (**Reagendad**)

On motion by Zurita, seconded by Arceneaux, the council meeting was recessed at 5:43 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Perrodin

The City Council meeting was reconvened at 6:44 p.m.

5:50 P.M. - JOINT PUBLIC HEARING - PUBLIC HOUSING AGENCY (PHA) 2012 ANNUAL PLAN (**Item #13**)

On motion by Arceneaux, seconded by Zurita, the public hearing was opened at 6:44 p.m., by the following vote on roll call:

AYES: Council Members/Commissioners - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members/Commissioners - None

ABSENT: Council Members/Commissioners - None

Del Green, Compton Local Housing Authority, stated that this hearing is being held to provide an analysis of the Public Housing Agency (PHA) 2012 Annual Plan to present. The Compton Housing Authority administers the HUD Section 8 Housing Choice Voucher program, Family Self-Sufficiency program, Home Ownership program and Portability program which provide rental subsidies and mortgage assistance to very low income families. Since March 2012, fifty-nine Section 8 vouchers were issued to applicants on the waiting list and 15 housing choice vouchers were issued to applicants. Additionally, the Housing Authority is in the process of revising the following procedures: streamlining the annual examination process on fixed income individuals and families, changing the procedures on income verification, and re-evaluating the approval qualifications for live in aid and accommodations for additional bedrooms.

The goal of the Housing Authority is to continue to provide rental subsidies to Section 8 voucher program participants and enable them to reside in decent, safe and affordable housing, provide staff with fair housing training, promote self sufficiency to participating households, and keep all payments for portability current.

AUDIENCE COMMENTS ON THE HEARING

Benjamin Holifield, Compton resident, questioned how the Housing Authority is working to address the homeless encampment on the west side of 2201 Long Beach Boulevard.

#2.

Ms. Green indicated that the Los Angeles Homeless Services Authority (LAHSA) was contacted regarding those individuals to determine if they needed assistance.

Colleen Davis, Compton resident, asked if the two individuals per bedroom guidelines imply that a mother and her 12 year-old son would only receive the approval for one bedroom. Ms. Green replied that those are HUD guidelines.

On motion by Dobson, seconded by Zurita, the public hearing was closed at 6:51 p.m., by the following vote on roll call:

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

COUNCIL MEMBERS/COMMISSION COMMENTS ON THE HEARING - None.

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING SUBMISSION OF THE PUBLIC HOUSING AUTHORITY ANNUAL
PLAN (2013-2014)

On motion by Zurita, seconded by Jones, **Resolution # 23,722** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING SUBMISSION OF THE PUBLIC HOUSING AUTHORITY ANNUAL PLAN (2013-2014)**” 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

City Clerk Alita Godwin addressed a question regarding an incident that occurred at the post office today. Ms. Godwin explained that she received a phone call last night from someone between the hours of 11:30 p.m. and 12 a.m. asking her to meet them at the Sheriff's department. She indicated that after asking them why, she was told that they could not tell her.

Mrs. Godwin went on to mention another phone call she received from a candidate indicating that there were boxes and boxes of ballots at the post office. The candidate identified everyone she called and then decided to call the City Clerk. Mrs. Godwin then indicated that, as the election official, she should have been the first one called.

Mrs. Godwin further stated that as she and another staff member proceeded to the post office she saw a candidate, and at the dock she saw sample ballots. She clarified that sample ballots are not voting ballots, and they were located in bins with other undeliverable mail. She mentioned that after her conversation with the supervisor regarding the events that took place, she spoke with a candidate and a member of the community regarding what had transpired, and as she was leaving the property she saw the city manager and the city attorney arriving. She indicated that when she proceeded to explain to them the phone call she received a swarm of candidates entered the location with questions and concerns.

{Noise from the audience}

Mrs. Godwin cited that she would not mention names out of respect because she did not believe it was important, but what she did believe to be important was the process, and that she would not allow anyone to try and discredit her and her ability to conduct the election.

Mrs. Godwin stated that she was notified through an email blast {Basil Kimbrew} alleging voter fraud between herself and the mayor and questioned where was the fraud? Mrs. Godwin encouraged everyone to run their race and affirmed that she would not jeopardize her freedom for anyone. Mrs. Godwin declared that she had given thirty years to the City of Compton and would continue to give her time and dedication to this City as long as the citizens will have her, and the day she is gone it will be because God moved her on.

Mrs. Godwin affirmed that the incident is the post office issue and noted that she do not pay for sample ballots to be returned to her, and that vote by mail ballots are paid for first class to be returned to her. She acknowledged that a few absentee ballots were found at the post office, it was not her fault, because she pays to have them returned to the City Clerk's Office. Mrs. Godwin held that they were not open, or voted, and cited that every two years attempts are made to discredit her ability to conduct the election. She maintained that she had no reason or intention to keep anyone out of their seat or running for office, the rules are the rules, and she follows them.

Councilperson Zurita stated that she was at the post office today and she received some of the phone calls as well. She held that there were ballots found, there were ballots confiscated, and there were pictures of the ballots that were being destroyed and recycled; and her concern as an elected official is to have some accountability with the ballots, the post office and the citizens of Compton. She charged that this incident had now become a federal investigation and crime scene and asked the city manager to show the pictures she emailed to him on behalf of the viewing audience.

{Inaudible voices from the audience}

Mayor Perrodin asked that everyone remain quiet and that any additional outbursts would result in persons being excused from the Council Chambers.

Councilperson Zurita indicated that the pictures were sent to her, which is why she went to the post office. Ms. Zurita indicated that the postmaster had conceded to approximately 600 ballots being there and then went on to state that he does not live in the City of Compton. She held that it seemed as though government was not serving the people, so whether or not one ballot was found or one thousand ballots were found, that is fraud. Finally, she suggested that council make a decision to have someone come in and oversee the election.

City Clerk Godwin held that until the City Charter changes, no one is coming in over her and overseeing the election. Ms. Godwin stated that if 600 ballots were found she wants to see them. She reiterated that she had no reason to commit fraud or mislead anyone and that cheating in an election has never entered in her thoughts.

City Manager Duffey stated that he was at the post office also because he received a phone call suggesting that there were 2000 ballots in a dumpster. He affirmed the description that Councilperson Zurita and City Clerk Godwin gave and noted that he went through one of the dumpsters and found an absentee ballot, he then handed it over to the postmaster and the postmaster agreed to direct his staff to go through every pallet looking for absentee ballots, finally finding a total of five absentee ballots out of 18 pallets. Mr. Duffey stated that they acknowledged that those ballots should have been returned to the City Clerk's Office and therefore will be conducting their own internal investigation in the post office regarding that issue. He also noted that Sheriff's deputies were there as they went through the pallets on the dock.

Councilperson Zurita affirmed that the two bins in the picture were already disposed of and no longer on the docks.

City Clerk Godwin asked that the assemblyman that was there at the post office to pass legislation for the County of Los Angeles to purge voters because this is not a city clerk issue.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Colleen Davis, Compton resident, conceded that she supports the Sheriff's Department for the City's local law enforcement agency however she urged the residents to vote no on Measure I.

Essie Spellman-Williams, Compton resident, announced that she would be voting for the second lady mayor of the City of Compton. She went on to state that she hopes the City gets someone elected in the Third District that will address the potholes on Myrrh Street and Laurel Street.

Councilperson Arceneaux notified Ms. Spellman-Williams that Community Development Block Grant (CDBG) funds were designated specifically for Myrrh Street.

#2.

Councilperson Arceneaux mentioned that she had gone out to the post office and found out about the five absentee ballots and discovered that it was a postal problem because the city manager mentioned that he had found neat stacks of sample ballots ready to be delivered.

Councilperson Dobson reported that this was the first time that she had heard any of this information and affirmed that she thinks the city clerk is doing her job and that everything would work itself out.

Darrell Dundridge, Global Mega Events, announced that they had recently partnered with the Rick James estate to create an 8-day touring festival and requested an opportunity to bring the festival to the City of Compton on June 16, 2013 using the Compton Par 3 Golf Course. Mr. Dundridge asserted that this event would benefit the City, the community and local businesses. He guaranteed the City a flat fee with no costs associated with hosting this event and that most of the proceeds of this event would go towards the RJ foundation which supports music and arts programs in schools across the nation.

Eric Wilson, Global Mega Events, stated that more specifically, Mr. Easter and the Compton Conservatory of Music would benefit from the event. He indicated that the artists would stay inside the City and utilize the local hotels and retail centers, and that the same event would be held in San Bernardino the day before. He added that this is a time sensitive matter and asked that the council consider their request.

Councilperson Zurita expressed a concern for the projected number of attendees and adequate parking for the event. Mr. Dunbridge cited 5,000 to 7,000 people and Mr. Wilson indicated that they had identified several parking areas in and around the golf course including the school district and Home Depot parking lot.

Councilperson Zurita affirmed that she could not support an event that could potentially affect the general fund, staffing, etc.

Councilperson Zurita asked the city manager if insurance bonds could be put in place to protect the golf course against damages. City Manager Duffey replied affirmatively.

Mr. Wilson remarked that they were willing to take out a maintenance bond to cover any damages incurred and noted that their company would provide security as well.

Councilperson Arceneaux voiced a concern for pedestrians walking to the event from Home Depot.

Val Dudley, Compton resident, spoke in favor of Item Eleven because of the work performed by Lestean Johnson.

Charles Strickland, Compton resident, asked that any potential changes to the agenda regarding non-agenda items be made available to the citizens next week. Mr. Strickland went on to state that the citizens would like to know what kind of leadership has no response for a community seeking answers. And as it relates to the City Charter, Mr. Strickland asked the Mayor for the procedure to receiving a direct answer for a direct question.

Lorraine Cervantes, Compton resident, encouraged City Clerk Alita Godwin and went on to state that Mr. Duffey had placed an item on the agenda to make it appear as though it was routine to give the Chamber of Commerce their financial support as per this agreement. She cited that it was unscrupulous for the city manager to put this on the agenda when the people do not know the way they did it. She went on to ask that council select the first choice to renew the Chamber of Commerce's contract in the same manner that it was in the past.

Sarge, business owner and Compton Chamber of Commerce board member, petitioned the City Council to vote in favor of Item Eleven and spoke of his organization's accomplishments and the affect that it would have on the youth in the community.

Greg Pitts, Compton resident, questioned how a permanent mail in-voter votes if he still has not received his ballot. City Clerk Godwin advised Mr. Pitts to call her office tomorrow morning to resolve his issue.

Diana Sanchez, Compton resident, cited Councilperson Zurita's concerns last week regarding possible water storage facilities that MWD may be planning, and noted that there would only be upgrades and maintenance to any existing facilities. Ms. Sanchez went on to report that she had attended the Bay Delta Committee meeting today regarding the preliminary release of the conservation plan by the State Water Resources Agencies. She also announced the Water Replenishment District's public hearing to be held on May 10, 2013 at 2 p.m. at 4040 Paramount Boulevard, Lakewood to discuss an increase in the City of Compton's replenishment fees from \$244 to \$298 per acre foot. She also suggested that anyone in the community that has not attended a Sacramento Bay Delta Inspection Trip to contact her at (310) 350-0793 if they would like to attend.

Michael Turner, Compton resident, expressed a concern for water rates as it relates to apartment units being charged separately.

Benjamin Holifield, Compton resident, proposed that the land north of Dominguez High School be used to plant a student garden. He requested 5,000 volunteers to devote their time towards agricultural projects to teach to the youth how to live longer and better. He went on to state that he is the president of a business group that meets every Thursday. He acknowledged the need for new businesses and contended that business organizations should not be subsidized by the City.

Herbert Arceneaux, Compton resident, encouraged everyone to vote Yvonne Arceneaux for the Third District.

Ron Coleman, Deputy Director of Compton Worksource Center, announced that Congresswoman Janice Hahn would be visiting the Compton Worksource Center Tuesday, April 2, 2013 to introduce a newly-funded training academy to teach at least 200 individuals living in low income minority communities how to work in the bus rail industry.

Carlos Vasquez, Compton Worksource Center, announced their recruitment activities for prospective bus operators on Tuesday, April 2, 2013. Mr. Vasquez also announced their city wide Job Fair to be held on Wednesday, April 3, 2013 from 10 a.m. to 2 p.m. at Tower of Faith Church located at 4323 East Rosecrans Avenue. Mr. Vasquez mentioned that the Center also offers free IRS income tax filing and LAPD recruitment tests.

Cynthia Greene-Geter, Compton resident, made comments in regards to the incident at the post office and cited that she believed a decision was made internally to throw the sample ballots into the trash. She mentioned that per the city manager the sample ballots were not necessarily supposed to be mailed back, but that the absentee mail-in ballots were supposed to be mailed back to the City. She reiterated that this was a post office issue and requested that a federal investigation be conducted. She went on to ask if the auditors had signed off on the 2011-2012 fiscal year budget and that the Chamber of Commerce have signage on the building at Bullis Road.

William Kemp, Compton resident, requested adequate timing to explain the situation considering he was the first one on the scene at the post office. Mr. Kemp stated that he witnessed three bins full of the ballots in which one signs, and returns before they attain their permanent absentee ballot. He indicated that he had asked an employee where the mail was going and he answered that the mail was going to the trash dumpsters. He reported that he proceeded to call every candidate to see what was happening and acknowledged that he did not see any ballots, nor did he accuse anyone. He further mentioned a dump truck arriving on the scene that was not a Compton city dump truck. He reported that this is a crime because someone from the trash company could fill out the form, receive a permanent absentee ballot, and send it in with the City having no proof of the person's true identity. He requested that the Sheriff's department pick up the ballots and drop them off with the Clerk's Office and suggested that Ms. Godwin excuse herself from running the election for the fairness of everyone.

City Clerk Godwin asked that Mr. Kemp understand the process and that the fraud happens at the polls. Every signature is checked through the vote-by-mail process. Ms. Godwin affirmed that she would not excuse herself from conducting the election because according to the City Charter it is her job. She urged the residents to talk to her regarding any statements they may have read in the newspaper and not to make her the scapegoat for the reason why they lost the election.

#2.

Charles Davis, Compton resident and former city clerk, mentioned that he was the city clerk in the City of Compton for thirty years and that Ms. Godwin worked with him for 21 of those years. He held that if she was to cheat in the election she would have cheated for the person that helped get her into her seat, but instead he lost to Mr. Kemp by two votes. Mr. Davis clarified that sample ballots are not voting ballots and expressed a concern for candidates requesting press conferences to dissuade citizens from voting.

Feon Cooper, Explorer One Ambulance Company, invited the citizens to attend the "Springfest Celebration and Egg Hunt" event to be held on Saturday, March 30, 2013. All food, music and games will be provided free of charge.

Reverend Charles Brown, Associate Pastor of First Charity Missionary Baptist Church, thanked Mayor Perrodin and Councilperson Dobson for their presence and support at the Peace Day Celebration at Lueders Park.

Lee Wax, Coalition of Compton Unions, asked that this Body remember the city employees that were laid off or currently being furloughed when considering contracts and the prestige of the City's general fund.

Jackie Hicks, Compton resident, asked that everyone support the Chamber of Commerce and the local non-profit organizations. She also warned that anyone planning on taking over the City that God would take care of them.

Carolyn Stokes, Compton resident, stated that approximately two weeks ago the mayor allowed someone to campaign at the podium for 4 1/2 minutes. She affirmed that this is not the floor to campaign and advised City Clerk Alita Godwin to keep her eyes open because Basil Kimbrow is a liar and will make ballots for dead citizens and anybody in the world that he wants to. She went on to state that she was promised by the city manager in his office that he would advise the council to forgive the Chamber's debt and ask them to buy a platinum membership for \$10,000.

Barbara Calhoun, Compton resident and former councilperson, requested clarity regarding the statement of issue within Item Number Eleven. She encouraged City Clerk Godwin to continue to stay strong throughout these challenges and assured her that the public is aware of who is running for her seat and the propaganda that is out there.

Joyce Kelly, Compton resident, stated that the councilperson in the First District told her not to mention her niece's name again, but in a letter to this council her sister indicated that she would be going on vacation while her daughter is out of school. She indicated that she was speaking under the First Amendment of the Constitution and the Brown Act, and that it is obvious that they are not aware of it nor have they read it. She affirmed that she saw Sarge on television and that he is exactly what the City of Compton needs. She mentioned that Explorer One Ambulance Company was knocked out of the bidding process and cited corruption in everything that goes on in the City of Compton. She questioned how a man trying to run for the office of the mayor could say such rude and obscene things to her when she has done nothing to him. She alleged that Mr. Davis had threatened to tell people they went together in the 1970's if she persisted in talking about him at council meetings. She held that the majority of voters were women and did not need a predator in the seat of the mayor.

Lynn Boone, Compton resident, mentioned that the Compton Worksource Center helped three young men find jobs after recently being released from prison. She cited Item Number Seven and asked the city manager to provide a financial analysis report on whether or not the City really needs this company. She went on to cite Item Number Eleven and Item Number Twelve and asked that each councilperson vote independently. She also mentioned that in the past she had issues with the City Clerk regarding her practices until she read the City Charter and discovered that she is doing exactly what the City Charter says. She asked the mayor, as a district attorney, how those pictures presented by Councilperson Zurita could be presented as evidence when no one knows for sure if it is accurate. She held that anyone making accusations against someone should make sure that they have a clean record themselves.

REGULAR AGENDA

CITY MANAGER'S REPORT

9. ORAL/POWERPOINT REPORT - COMPTON CREEK MAINTENANCE AND ENHANCEMENTS UPDATE (Presentation by Joan Cardillino California State Coastal Conservancy)

CONSENT AGENDA

ITEMS REMOVED FROM THE CONSENT AGENDA - Item Number Seven was removed from the Consent Agenda.

On motion by Zurita, seconded by Dobson, the Consent Agenda 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

APPROVAL OF MINUTES

3. MARCH 5, 2013/Approved.

CITY ATTORNEY

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THOMSON REUTERS FOR THE PURCHASE OF LEGAL PUBLICATIONS/ LEGAL UPDATES AND TO CONTINUE SUBSCRIPTION TO ITS ONLINE LEGAL DATABASE PROGRAM(**Resolution # 23,723**)

GENERAL SERVICES

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HILLYARD FLOOR CARE SUPPLY TO PURCHASE TWO FLOOR SCRUBBERS (**Resolution # 23,724**)

HUMAN RESOURCES

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) FOR METROLINK TRAIN PASSES (**Resolution # 23,725**)

ITEMS REMOVED FROM THE CONSENT AGENDA

MUNICIPAL LAW ENFORCEMENT SERVICES

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER AND EXECUTE A CONTRACT WITH DATA TICKET INC. TO PROVIDE ADMINISTRATIVE CITATION PROCESSING AND REVENUE COLLECTION FOR THE CITY(**Reagendad**)

Mayor Perrodin asked the city manager to comment on the information written in the statement of issue estimating that only four citations would be written a day, on average, in a ten hour workday.

City Manager Duffey remarked that he believes the employees are basing these numbers on averages.

#2.

Mayor Perrodin requested the number of employees assigned to write citations.

Maruice Cochee, Municipal Law Enforcement, remarked that there are eight code enforcement officers assigned to writing citations and the purpose of this resolution is to supplement their other enforcement actions.

Mayor Perrodin asked if this service could be conducted in-house. Mr. Cochee indicated that they did not have the staffing to process all of the citations, hearings, etc. in house.

City Attorney Cornwell noted that this is an alternative to using the court system.

Mayor Perrodin asked the city attorney if he believes this program will be more beneficial to the City. City Attorney Cornwell answered that that is the idea.

Mayor Perrodin requested the charges incurred by the court system. City Attorney Cornwell cited the city shares approximately 13% to 14% after the court system takes their portion.

Mayor Perrodin requested the percentage the City will receive with this system. City Attorney Cornwell cited a variety of services that have flat fees and percentages.

Mayor Perrodin asked that this item be brought back with the court costs and the costs associated with this system.

END CONSENT AGENDA

8. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED FISCAL YEAR 2013-2014 ANNUAL ACTION PLAN

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - None

CITY ATTORNEY'S REPORTS - There were no City Attorney's Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER AND EXECUTE A CONTRACT WITH COMCATE INC. TO PROVIDE ENFORCEMENT DATA BASE SOFTWARE MANAGEMENT SYSTEM FOR THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

On motion by Arceneaux, seconded by Jones, **Resolution # 23,726** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER AND EXECUTE A CONTRACT WITH COMCATE INC. TO PROVIDE ENFORCEMENT DATA BASE SOFTWARE MANAGEMENT SYSTEM FOR THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT**" 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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2012-2013 BUDGET TO PROVIDE FINANCIAL SUPPORT TO THE COMPTON CHAMBER OF COMMERCE

It was moved by Arceneaux, seconded by Zurita, to discuss this item.

City Attorney Cornwell notified council that the Compton Chamber of Commerce has asked that they remove the term "membership" and replace it with the word "sponsorship."

Mayor Perrodin read the statement of issue and asked Councilperson Arceneaux which option she was voting for.

Councilperson Arceneaux maintained that she motioned for Option B.

Councilperson Zurita seconded the motion.

Councilperson Dobson asked the city manager if the City could afford Option B. City Manager Duffey stated that he would make it work, however he recommends Option C.

Councilperson Jones asked the city manager if Option B would preclude city staff from working with the Chamber to seek additional revenue for memberships and other resources and even the City being a member. City Manager Duffey remarked that it would not, and that he chose Option C to show that the City is supporting the Chamber by eliciting platinum sponsorships from the City's major utilities i.e., (Time Warner Cable, The Gas Company etc.).

Councilperson Jones asked the city manager if the City could still do that if council approves Option B. City Manager Duffey replied affirmatively but not as a sponsor.

Councilperson Zurita maintained that giving the Chamber \$48,000 just because it is business as usual is a problem for her considering employees have been laid off or on furloughs, nor does she understand what the stipend is for, or what comes with the sponsorship.

Councilperson Zurita went on to state that she could not support this endeavor because she made a vow to the people that elected her not to spend any unnecessary funds.

Mayor Perrodin cited a \$1.1M unexpected windfall of revenues and questioned why the City is suggesting that they cannot afford to give the City's number one marketer \$48,000. City Manager Duffey remarked that the budget was adopted with a \$9M deficit and the City is using that money to bridge the gap.

Mayor Perrodin further questioned why the City is fighting against supporting an organization that provides jobs to the citizens, which will then increase property and sales tax.

Councilperson Zurita stated that if the Chamber could provide a plan, a budget, or a signed audit then the funds are considered earned, and as an elected official, she cannot support a gift of public funds.

Councilperson Arceneaux affirmed that Councilperson Zurita brings up some very valid points and asked that Dr. Johnson provide an explanation.

Dr. Lestean Johnson, President of Compton Chamber of Commerce, confirmed that there have been audits and that a person from the city came over and took their financial records and went through them. Ms. Johnson further cited that they provide reports regularly and that the Chamber has never stopped abiding by the memorandum of understanding even though they stopped receiving funding as of June 2012. She affirmed that they conduct financial workshops, credit restoration workshops and all of this information is submitted to the city manager's office monthly.

Councilperson Arceneaux questioned where the reports are.

Stephen Ajobiewe, City Controller, affirmed that all reports are submitted to the city manager's office.

City Manager Duffey stated that he has a summary of activities conducted by the Chamber dated August 1, 2012.

#2.

Dr. Johnson clarified that the summary the city manager is referring to was created by his office, and not the report submitted by the Chamber.

Mayor Perrodin mentioned the grant funds issued to a corporation wherein the City is currently supplementing their tenants on Rosecrans west of Starbucks. Mayor Perrodin stated that he wants to give the Chamber \$48,000 but he is concerned that they will not receive any funds unless the council decides to adopt Option A or C.

Dr. Johnson asked Councilperson Arceneaux to amend her motion.

Councilperson Arceneaux withdrew her motion and suggested that the mayor make a motion.

Councilperson Zurita asked Dr. Johnson why the Chamber do not apply for Community Development Block Grant (CDBG) funds. Dr. Johnson replied that they are partners with the City and the Chamber is a 501(C)6 organization and normally the City issues grant funds to 501(c)3 organizations.

Councilperson Zurita asked Dr. Johnson why the Chamber is not present during business negotiations. Dr. Johnson stated that the Chamber is usually invited by the city manager or the economic development representative to participate in those negotiations.

Councilperson Dobson spoke in favor of Option B due to her concerns for city employees.

Councilperson Jones stated that he supports the Chamber and agreed with Councilperson Dobson's comments regarding city employees.

Mayor Perrodin stated that if the concern is for city employees, then why has there not been an amendment to bring back at least ten low level employees for a total of \$600,000 with the \$1.1M. City Manager Duffey affirmed that they have brought back more than ten employees this year so far.

Mayor Perrodin asked the city manager if he used any of the \$1.1M to bring back at least one employee. City Manager Duffey answered that he has not brought back any employees with those funds.

Mayor Perrodin questioned why the city manager is opposed to giving the Compton Chamber of Commerce \$48,000 when he brought in two other outside companies and gave them thousands of dollars.

City Manager Duffey maintained that he has tried to work closely with the Chamber from day one to discuss relocating the Chamber, in addition to planning platinum and gold sponsorships. Mr. Duffey cited that the recommendation is not to not support the Chamber but to address a fiscal responsibility to close the gap and put the MOU in next year's budget.

Mayor Perrodin asked the city manager where the fiscal responsibility was when he requested a \$20,000 salary increase in the midst of the City's deficit. City Manager Duffey affirmed that he has already paid for it.

Councilperson Zurita called for the question.

City Clerk Godwin indicated that the record states that Councilperson Arceneaux withdrew her motion.

Councilperson Arceneaux made a motion for Option B.

Councilperson Dobson seconded the motion.

Councilperson Zurita requested an opinion from the city attorney regarding how she should vote because she supports Option C.

City Attorney Cornwell indicated that there is a motion on the floor for Option B and if it passes Option C will not be an option.

On motion by Arceneaux, seconded by Dobson, **Resolution # 23,728** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2012-2013 BUDGET TO PROVIDE FINANCIAL SUPPORT TO THE COMPTON CHAMBER OF COMMERCE**" was approved, by the following vote on roll call:

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

NOES: Council Members - Zurita

ABSENT: Council Members - None

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT WITH WOODS CONSULTANTS FOR CABLE AND VIDEO MANAGEMENT CONSULTING SERVICES

On motion by Jones, seconded by Zurita, **Resolution # 23,728** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT WITH WOODS CONSULTANTS FOR CABLE AND VIDEO MANAGEMENT CONSULTING SERVICES**" 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

APPROVAL OF WARRANTS

14. Warrant #214496 - 3/13/13 - All Star Interpreting Service Inc. - Spanish Interpreting Services for meetings - \$1,500.00 - Requested by: City Clerk

Warrant #214564 - 3/24/13 - Amtech Elevator Services - Services - Payments for Water Samples, Testing and Inspections - \$4,594.15 - Requested by: General Services

Warrant #213475 - 1/24/13 - MDG Associates Inc. - Environmental review re: Maple Street Project and Mapping/Prep of NSP properties - \$2,030.00 - Requested by: CRA

Total Amount - \$8,124.15

COUNCIL COMMENTS

Councilperson Zurita announced that she would like to take this opportunity to open her door to the Chamber of Commerce.

Councilperson Zurita went on to announce that she would be hosting a town hall meeting on Saturday, April 6, 2013 at Gonzales Park from 10 a.m. to 12 p.m. For more information please contact Kiera Jo at (310) 605-5510.

Councilperson Zurita also mentioned that she would like to expedite the construction of the traffic signal at Central and Compton Boulevard due to another accident at that location this weekend. She went on to request a motion to have the April 16th election handled by the County of Los Angeles.

Councilperson Arceneaux requested legal counsel.

City Attorney Cornwell stated that he would recommend that the item be placed on the agenda.

The motion died for a lack of a second.

***Councilperson Zurita out at 10:30 p.m.**

Councilperson Jones welcomed the new 7 Eleven at Greenleaf and Long Beach Boulevard.

#2.

Councilperson Jones encouraged the residents to apply for the temporary jobs offered by Los Angeles area post offices. For more information, please go to www.usps.com/employment.

Councilperson Jones congratulated Dr. Keith Curry on his appointment as the permanent CEO of the Compton Community College District.

Councilperson Jones thanked everyone that attended his "Prayer Breakfast" at Compton's First United Methodist Church.

Councilperson Arceneaux encouraged the residents to apply for one of Southern California Edison's programs designed to help seniors, the disabled and low income families. If you would like additional information on how you can enroll in either of these programs please call (800) 447-6620.

Councilperson Arceneaux mentioned the Mosquito Vector Legislative meeting that she attended in Sacramento wherein they discussed Assembly Bill (AB) 471, Assembly Bill 96, and Assembly Concurrent Resolution (ACR) 21.

Councilperson Arceneaux mentioned Councilperson Jones' "Prayer Breakfast" held over the weekend and asked that the citizens pray for this council.

Councilperson Arceneaux requested that the meeting be adjourned in the memory of long time residents Eugene Smith, Johnny Davidson and Esther Taylor-Washington.

Councilperson Arceneaux went on to announce the grand opening of the St. John's Medical Wellness Clinic to be held on Wednesday, March 27, 2013 at 10 a.m. at Dominguez High School.

Councilperson Dobson invited the residents to attend the "Veterans Job Fair" to be held on April 4, 2013 from 9 a.m. to 1 p.m. at the Hotel Maya located at 701 Queensway Drive, Long Beach.

Councilperson Dobson mentioned that she was able to attend the Peace Day events at Lueders Park on Saturday and Sunday. Ms. Dobson also thanked the League of Women Voters for hosting the forum to discuss the pros and cons of Measure I.

Councilperson Dobson assured Mr. Wax that she thinks about the city employees and the sacrifices they have made on behalf of the City all the time.

Councilperson Dobson encouraged City Clerk Godwin and affirmed that she had all the confidence that she would do the right thing.

Councilperson Dobson commented on the Easter holiday and asked that everyone be grateful for the sacrifice that was made for us.

City Clerk Godwin maintained that she has a very good track record of following the law, and if this council attempts to take this election from her she has no choice but to try it in a court of law. Mrs. Godwin held that during the 2011 election she got several compliments as to the wonderful job she did, and the only difference in this 2013 election is that the City has three different ballot types. She maintained that she would fight for her job and her duties and she hopes that this council as a whole will respect that.

Mayor Perrodin thanked Pastor Brown and Pastor Tate for hosting the "Peace Day" events in Lueders Park over the weekend. He also thanked the Nation of Islam and Vicky Lindsey for the Peace Ride that started at Magic Johnson Park and ended at Tragnaw Park in the City of Compton.

Mayor Perrodin also announced that Minister Tony Muhammad would be hosting an "Up Festival" at the Home Depot Center in June 2013.

Mayor Perrodin also mentioned a press conference held to address alleged voter fraud within the City of Compton.

Mayor Perrodin ordered Basil Kimbrew to remove the statement of liability from his website accusing him and the City Clerk with voter fraud. The Mayor also suggested that Mr. Kimbrew be very careful about the comments he makes tomorrow at the press conference and further directed Mr. Duffey impede the use of city facilities to conduct this event.

Mayor Perrodin indicated that there was nothing but praises to the City Clerk when Councilperson Zurita won the election in 2011, but the reason she is questioning her abilities now is because her sister is running against the City Clerk. Mayor Perrodin maintained that if the City Clerk was good two years ago, she is good now.

Mayor Perrodin went on to cite instances wherein people were paid to vote in other citizen's names, and that there are people actually trying to get back into office through those very same means.

Mayor Perrodin encouraged the residents to do their research before they vote and to vote for the person they feel cares about the City of Compton.

ADJOURNMENT

On motion by Arceneaux, seconded by Jones, the meeting was adjourned at 11:14 p.m. in the memory of **Eugene Smith, Johnny Davidson** and **Esther Taylor-Washington**, by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

APRIL 2, 2013

The City Council meeting was called to order at 6:11 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

1. **PLAQUE RECOGNITION** - Beautifying the Outdoor Classroom at Compton High School - Councilperson Arceneaux - Marjorie Shipp (**Presentation made**)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Chief Sultan Muhammad, Compton resident and C.E.O. of Explorer One Ambulance Company, thanked the following individuals that contributed to the success of the Easter Celebration held last weekend: Cliff Williams, Kevin Bledsoe, Pastor Tamby, Elder Roberts, Reverend Alexander, Ms. Shae, Mr. Arceneaux, Councilperson Dobson and her team, Mr. Strickland, Ms. Kelly, Ms. Boone, Mr. Kemp, Mr. Holifield, Thomas Benjamin, and Kevin Calls.

Feon Cooper, Compton resident and Explorer One Ambulance Company employee, requested the City Council's support in their efforts to give back to the community and feed the homeless on the regular basis.

Councilperson Arceneaux recognized Explorer One Ambulance Company's efforts to give back to the Compton community and hoped that they would become an integral part of the emergency services provided in the City of Compton.

Elizabeth Ramirez, Compton resident, requested an opportunity to meet with someone within the City regarding the services out-sourced to companies located outside the City of Compton. She went on to suggest that the City enlist the Sheriff's database of individuals caught "tagging" to remove the graffiti in the neighborhoods. She further suggested that candidates running for office consider the youth in their actions.

William Kemp, Compton resident, conceded that what happened to Aja Brown is unfortunate and noted that he has also experienced some missing signs. And in regards to something that he had heard earlier, he now knows that she is a liar, because Councilperson Arceneaux and Councilperson Jones were the only ones to endorse her. And as it relates to the Supervisor coming to Compton, he protested that there were enough talented people in this City for the Supervisor to work with. He further warned the residents to be wary of individuals bringing people in from outside of Compton.

Lorraine Cervantes, Compton resident, referenced a warrant for \$19,000 to an outside vendor for a service that she believed could be contracted to a company located inside the City of Compton. She mentioned an occasion wherein several candidates came to the council meeting complaining about their signs being destroyed or defaced. She cited that not one of them mentioned a name or gave a campaign speech and that there was one person's sign that was left behind and it was Aja Brown. Ms. Cervantes maintained that some of those people made vows not to retaliate but not all of them. Lastly, Ms. Cervantes announced that a community forum would be held to discuss Measure I on Thursday, April 4, 2013 from 6 p.m. to 8 p.m. at Citizens of Zion Missionary Baptist Church.

Herbert Arceneaux, Compton resident, expressed a concern for a statement made in the KCET news report regarding the cable company receiving \$5,000 a month. He indicated that the previous provider only received \$56,000 a year and asked that the city manager bring back a report listing the persons that voted for this contract. He went on to suggest that the mayor stop

#2.

bullying people, and that his behavior is uncalled for and unnecessary. He went on to state that the mayor's comments to get rid of Councilperson Arceneaux went over the airwaves.

Charles Strickland, Compton resident, maintained that he has been around Compton elections for years putting up campaign signs and reported that destroying and defacing signs is not the modus operandi of Mayor Perrodin or the former mayor. He proposed that the residents consider all sides of the equation before accusations are made. He also proposed that this council represent peace of mind, tranquility and serenity through the institution of a finance committee. He asked that city leadership address the temperament of the community by going into the neighborhoods and assuring the residents that justice will prevail when incidents happen.

Minnie Sawyer, Compton resident, affirmed that her prayers are for everyone on the dais to come together and get along. She assured the City Council that God would see them through and encouraged them to keep the faith.

Carolyn Stokes, Compton resident, stated that she was embarrassed by the conduct of this Body at last week's City Council meeting. She cautioned the elected officials against taking the \$1,000 stipend as reported in the KCET news report or she would do everything in her power to get them out of their seats. She went on to state that if Danny Bakewell owes the City \$3M the City should actively consider aggressively pursuing payment from him. She further advised Mayor Perrodin not to allow himself to be exploited if he is in fact taking money from Mr. Bakewell.

Councilperson Arceneaux assured the citizens that the City would address each item as reported within the KCET news report.

Pastor William German, Optimal Christian Academy, petitioned the City Council to create jobs for the youth with college degrees. He recommended that if they collaborate with the churches they could achieve this goal. He indicated that he had details on this program and that anyone interested should call him at (310) 387-6550 for more information.

Michael Turner, Compton resident, asked Councilperson Arceneaux if the report regarding water rates for apartment units have been brought back.

Councilperson Arceneaux notified Mr. Turner that the report should be presented in the near future.

Mr. Turner went on to reference the city manager's charge to residents to not speak negatively about the City because it is stopping perspective business. Mr. Turner proposed that city officials consider correcting some of the issues in the City before they invite businesses into the community. He also mentioned that there was someone campaigning for city clerk and alleging that they would lower the water bill and asked the City Clerk if she has a voice in doing so.

City Clerk Alita Godwin remarked that she had no voice in lowering the water bill.

Mr. Turner stated that there are people promising to lower the water.

Councilperson Zurita acknowledged that she had campaigned on lowering water bills and that since she has been on this City Council she has put a two-year freeze on any increases in the water bill, in addition to bringing water bonds to the table. She mentioned that she has an open door policy with Mr. Turner and if there are any issues he has with her, they can meet and discuss it.

Arthur Keaton, Compton resident, affirmed that he believes that no one on the dais, besides City Clerk Alita Godwin, deserves their jobs, because they lie every week. He argued that he is bothered by the quality of life in Compton because an African American man living here cannot get a decent job. He conceded that the "Birthing A New Compton" slogan is a joke because the only people that benefit from this City is this council. He commented that the only homeless people he sees are African Americans. He accused the council of hiding behind God when they would not know Him if He approached them. He maintained that God does not lie and this council lies week in and week out especially the councilpersons in District One and District Three. He questioned how anyone could say anything nice about them when they have not done

anything nice to warrant a compliment. Lastly, he stated that in the past African Americans used to worry about Caucasians, but on the contrary there are no Caucasians on the dais.

Joyce Kelly, Compton resident, spoke in opposition to this council investigating the KCET news report because it was verified over three months. And as far as candidates, she admits that she wants someone young in office but she does not want the person to be inexperienced and unskilled in leadership abilities. And as it relates to Explorer One Ambulance Company's Easter Celebration which did not cost millions of dollars, she held that there was no reason that this council could not host an event for Martin Luther King Day, Cesar Chavez Day or Easter. She maintained that Janna Zurita does not run the City of Compton nor does her family. She advised the city attorney to work on collecting Danny Bakewell's \$3M loan instead of trying to hinder people from speaking at the podium. Lastly, she stated that the position of city clerk cannot vote on agenda items and that she hoped that the voters could see through the lies.

Lynn Boone, Compton resident, referenced Item Number Three on the agenda and questioned why this service did not go out to bid or why it is being addressed tonight when the contract does not expire until June 4, 2014. She notified the council that the citizens are paying attention to their statements and questioned why the council member with twenty years of service does not have associations with state officials or board supervisors. She maintained that Councilperson Zurita was not instrumental in the suspension of water rates for two years; it was the former general manager Kambiz Shoghi. She indicated that she could show the residents how the water bills could be reduced but it would not be overnight. She went on to cite the warrant to C.H.A.N.G.E. for \$2,350 and the warrant to Urban Graffiti for \$10,700; and explained that there is an individual within the City that has been trying to contact the city manager regarding free graffiti removal services but he will not return his phone calls. Lastly, she affirmed that she knows the citizens are paying attention and that this election would bring about change.

CONSENT AGENDA

On motion by Zurita, seconded by Jones, the Consent Agenda 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

APPROVAL OF MINUTES

2. MARCH 12, 2013 (Approved)

WATER DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO INFOSEND INC., FOR PROCESSING, PRINTING AND MAILING SERVICE OF THE WATER BILLS FOR THE COMPTON MUNICIPAL UTILITIES DEPARTMENT (**Resolution # 23,729**)

Councilperson Dobson asked the city manager if these services could be provided in-house.

City Manager Duffey reported that the services could not be performed in-house, and that an examination would have to be conducted first to determine the feasibility.

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TELECHECK SERVICES, INC. TO PAY FEES FOR PROCESSING CHECKS THROUGH THE INTERACTIVE VOICE RESPONSE SYSTEM (IVR) (**Resolution # 23,730**)

#2.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
SELECTRON FOR THE VOICE UTILITY ENHANCMENT UPGRADE
(Resolution # 23,731)

END CONSENT AGENDA

REGULAR AGENDA

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION FOR 2013-14
TRANSPORTATION PLANNING GRANT FOR THE METROPOLITAN
TRANSPORTION AUTHORITY’S BLUE LINE ARTESIA STATION

Councilperson Dobson asked the city manager if Metro is involved in the financing of this project.

City Manager Duffey indicated that the project would be funded by a Department of Transportation and Planning Grant to develop the schematics, and the City will then compete for Metro dollars to further develop the transportation district. Mr. Duffey mentioned that the total cost of the grant is \$231,000 and the local match at \$34,000 will be allocated from set aside funds from the City's transportation fund.

Councilperson Zurita asked the city manager if this project would include a walkway to the Gateway Towne Center and Artesia Boulevard from the Blue Line Station. City Manager Duffey replied affirmatively.

Mayor Perrodin asked the city manager if the City would have to opportunity to give their input on this project. City Manager Duffey replied affirmatively.

Mayor Perrodin also asked that the city manager consider a potential shoppers marketing survey on Transit riders; and the construction of a performing arts center in that area similar to the facility located in Cerritos.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,732** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION FOR 2013-14 TRANSPORTATION PLANNING GRANT FOR THE METROPOLITAN TRANSPORTION AUTHORITY'S BLUE LINE ARTESIA STATION" 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

APPROVAL OF WARRANTS

7. Warrant #214749 - 3/20/13 - C.H.A.N.G.E. - Graffiti Removal - \$2,350.00 - Requested by: City Manager

Warrant #214779 - 3/21/13 - Jorge Pedro Martinez - MLS Landscaping - Concrete Work for Fire Station 4 - \$860.00 - Requested by: Fire Department

Warrant #214783 - 3/21/13 - Smart-Tek - Emergency Transportation Support Services - \$19,724.80 - Requested by: Fire Department

Warrant #214785 - 3/21/13 - Urban Graffiti Enterprises - Graffiti Removal - \$10,700.00 - Requested by: City Manager

Total Amount - \$33,634.80

8. Warrant #214787 - 3/21/13 - Administrative Services Co-Op - Payment for FY 2012/13 - \$13,794.55 - Requested by: Parks

Warrant #214805 - 3/21/13 - League of California Cities - 2013 Membership Dues - \$22,172.00 - Requested by: City Manager

Warrant #214816 - 3/25/13 - Staples Advantage - Purchased Office Supplies for FY 2011/2012 - \$1,946.87 - Requested by: Parks

Total Amount - \$37,913.42

Mayor Perrodin proposed that local organizations be given an opportunity to work for the City, all things being equal.

Councilperson Zurita asked the city manager if the City has a contract with Smart-Tek.

City Manager Duffey reported that there was a problem during the initial bidding specifications so the City decided to cancel it, but in a midst of redoing the process they entered into a month to month contract with Smart-Tek.

Councilperson Zurita made a recommendation for a centralized contract department and questioned who provides the maintenance and insurance on these vehicles.

Jon Thompson, Fire Chief, answered that the City provides the maintenance and insurance on the equipment.

Councilperson Zurita inquired about why the City does not have its own emergency medical transportation (EMT) personnel. Chief Thompson explained that the City had its own EMT personnel dating as far back as 1998; and subsequently they are in the process of looking into bringing the services back in-house.

Councilperson Zurita requested the cost savings of not having City employees perform these services. Mr. Duffey reported that the current cost comparison of the current classifications would be too much to be competitive and that Chief Thompson is in the process of locating a different classification.

Councilperson Dobson asked if this company pays for their own workers' compensation insurance. Chief Thompson replied affirmatively.

Councilperson Dobson voiced a concern for this company using the City's equipment. Chief Thompson indicated that the revenue the City receives would be forfeited if the company uses their own equipment and employees.

Mayor Perrodin asked Chief Thompson if he could configure it to where the services benefit the City. Chief Thompson answered that the City does not have the authority to contract out for full ambulance services.

Mayor Perrodin made a recommendation to allow Explorer One Ambulance Company to provide the same services that Smart Tek does since they have been working in the City of Compton without a contract since September 2012; if all legal aspects are met.

City Manager Duffey affirmed that there are time constraints and asked that the item be brought back at the April 16, 2013 council meeting.

City Clerk Alita Godwin stated that normally the council does not meet after the election, but if the council wants to meet she can arrange it. Mrs. Godwin also noted that if the city attorney and city manager want the item on the agenda it can be processed by next week.

Councilperson Zurita requested the number of EMT vehicles operated by Smart-Tek employees. Chief Thompson confirmed that they use two of the City's EMT vehicles.

#2.

Councilperson Zurita asked the city attorney if he could also provide a legal opinion as it relates to the City contracting out EMT services to an ambulance company that has their own equipment.

Councilperson Zurita asked Chief Thompson why the City does not elect to hire its own EMT personnel. Chief Thompson indicated that previous city managers did not agree with the specifics of its establishment.

City Attorney Cornwell mentioned that the bid is currently in his office for review.

Mayor Perrodin asked the city manager if Urban Graffiti Enterprises has a contract with the City of Compton. City Manager Duffey indicated that both Urban Graffiti Enterprises and C.H.A.N.G.E. were hired to remove graffiti on a work order system.

Mayor Perrodin asked that the work schedule for C.H.A.N.G.E. be extended into the weekend because a lot of activity occurs on those two days.

Councilperson Arceneaux asked the city manager when the phone applications will be available so that citizens can report graffiti directly to the City. Mr. Duffey confirmed that the Android and Apple applications will be complete by the end of April 2013.

Councilperson Arceneaux requested a response from Explorer One Ambulance Company regarding the information given by Fire Chief Thompson.

Mr. Muhammad, Explorer One, reported that it has already been negotiated that some of Smart-Tek's employees would become his employees, and that three of them are already crossed-trained. Mr. Muhammad conceded that two ambulances would not adequately cover the City of Compton and reported that he was notified by a couple of engine companies that they were instructed by Fire Chief Thompson not to call Explorer One Ambulance Company or to use them only as a last resort.

Councilperson Zurita formally requested that a report be brought back regarding the response times from EMT vehicles.

On motion by Jones, seconded by Arceneaux, the warrants were approved, by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - None

COUNCIL COMMENTS

Councilperson Jones announced the grand opening celebration of the new California Great Steak & Fries restaurant to be held on Thursday, April 11, 2013 at 11:30 a.m. The restaurant is located at 162 East Compton Boulevard in the Compton Town Center.

Councilperson Jones invited the residents to participate in a "Water Briefing" to be held on Friday, April 5, 2013 at the Double Tree Hilton at the Carson Plaza Convention Center. For more information please call Assemblyman Isadore Hall III at (310) 223-1201.

Councilperson Jones also mentioned that the Federal Grants Advisory Board would be meeting on Thursday, April 4, 2013 at 6 p.m. in the Council Chambers to discuss the disbursements for the 2013-14 fiscal year for non-profit organizations. For any additional information please contact Renee Ferrell at (310) 605-6334.

Councilperson Arceneaux invited the citizens to participate in a community forum held to discuss Measure I. The event will be held on Thursday, April 4, 2013 from 6 p.m. to 8 p.m. at Citizens of Zion Missionary Baptist Church.

Councilperson Arceneaux asked the city manager to address the City's plan for street rehabilitation for the upcoming fiscal year.

City Manager Duffey gave a brief presentation on the upcoming street maintenance schedule.

Councilperson Arceneaux asked the city manager to address the citizen's concerns for fuel for city-owned vehicles. Mr. Duffey reported that the City has fuel now and is working diligently with one of its fuel vendors regarding payment.

Councilperson Dobson made a recommendation for the City to begin addressing the City's streets now that it has money.

Councilperson Dobson stated that Bullis Road, in particular, at the entrance of Lueders Park needs addressing immediately.

City Manager Duffey confirmed that he would add that street to the listing.

Councilperson Dobson mentioned that she was able to attend the "Seven Last Words" event at Faith Inspirational, the "Sunrise Service" at Hope in Christ Church, and the Easter Celebration hosted by Explorer One Ambulance Company last weekend.

Councilperson Dobson shared the hardships of voting in segregated Mississippi and encouraged the citizens to exercise their right to vote.

Councilperson Zurita spoke of the importance of partnerships and maintained that Los Angeles County Board Supervisor Mark Ridley-Thomas is welcome in the City of Compton as far as she is concerned.

Councilperson Zurita requested a report back on the investigation of the fire at Fire Station One. Ms. Zurita asked that the ordinance that authorizes no council meetings during the month of August be rescinded to allow the council members to choose the month they want to vacation.

Councilperson Zurita also requested that the condition of the Alameda Corridor at Myrrh be addressed immediately.

Councilperson Zurita notified the residents that there are phone numbers on the street lights to report outages.

Councilperson Zurita also announced that she would be hosting a town hall meeting with Assemblyman Isadore Hall and School Board member Satra Zurita on Saturday, April 6, 2013 from 10 a.m. to 12 p.m. at Gonzales Park.

Councilperson Zurita requested that the meeting be adjourned in the memory of Theodore Carter and Evelyn Williams.

Mayor Perrodin announced the Christian Clergy United Network Action Team (CCUNAT) "Communion Service and Open Enrollment" event will to be held on Friday, April 26, 2013 at 7 p.m. at Holy Chapel Missionary Baptist Church located at 1016 East Rosecrans Avenue, Compton. They will also be hosting a "Prayer Vigil" at city hall on the quad on Saturday, April 27, 2013 at 12 p.m. Any questions regarding this event should be directed to (310) 537-3149.

Mayor Perrodin requested that the meeting be adjourned in the memory of Eddie Parker.

ADJOURNMENT

On motion by Zurita, seconded by Dobson, the meeting was adjourned at 8:45 p.m. in the memory of **Theodore Carter, Evelyn Williams, and Eddie Parker** by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - None

City Clerk of the City of Compton

Mayor of the City of Compton

May 7, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8573/LI0000261A

SUMMARY

Council will consider the claim of Dajuana Floyd (Claim No. I-8573/LI0000261A), presented to the City on March 25, 2013 pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On March 25, 2013, the above claim was presented to the City Controller for property damage. Claimant alleges that on March 22, 2013, two tires to her vehicle were damaged as the result of a pothole on Artesia Boulevard near the 91 freeway entrance (heading west).

Staff was unable to contact Claimant for supporting documents related to her claim because no telephone was listed on her claim form and our written correspondence was returned by the Postal Service as undeliverable.

According to the Public Works Department, repairs have been made to repair the pothole.

FINANCIAL IMPACT

Three Hundred Seventy Dollars (\$370).

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

DATE: MAY 7, 2013
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORTS

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCESSOR AGENCY AS OF JANUARY 31, 2013 AND FEBRUARY 28, 2013.

DOUGLAS SANDERS
CITY TREASURER

MBER.



CITY OF COMPTON
Portfolio Management
Portfolio Summary
January 31, 2013

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	704,736.20	704,736.20	704,736.20	7.84	1	1	2.186	2.216
Local Agency Investment Funds	7,556,446.18	7,556,446.18	7,556,446.18	84.11	1	1	0.740	0.750
Managed Pool & Money Market Account	723,067.05	723,067.05	723,067.05	8.05	1	1	1.593	1.615

Investments	8,984,249.43	8,984,249.43	8,984,249.43	100.00%	1	1	0.922	0.935
-------------	--------------	--------------	--------------	---------	---	---	-------	-------

Total Earnings	January 31	Month Ending	Fiscal Year To Date
Current Year		4,031.13	17,101.94
Average Daily Balance		9,052,499.08	8,551,716.13
Effective Rate of Return		0.52%	0.34%

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council (Gov Code 53646(b) (3)). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation of why sufficient cash funds may or may not be available. The investment program SHOULD provide sufficient cash to meet six months of estimated expenditures, however with the close of the TRANS next three months there should be sufficient cash available until the April Property Tax distribution. In December the City received a little over \$12 million in property tax revenue and in January the City received over \$8 million, within 30 days the City received total of \$20 million of property revenue. We may have received a little bump in property tax revenue due to the defunct CRA and property reverting back to the County Tax Rolls. As of January 31, 2013 the City had approximately \$9.7 million in the General Bank account and \$3.4 million in outstanding warrants to be paid to vendors. I anticipate that TRANS deal will close in February 2013. The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 01/31/13
03 months ---- 0.0660
06 months ---- 0.1010
12 months ---- 0.1320


DOUGLAS SANDERS, CITY TREASURER

4-2-13

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
January 31, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency		11/01/2012	400,362.71	400,362.71	400,362.71	0.100	0.099	0.100	1	
4000	4000	Neighborhood Improvement			304,373.49	304,373.49	304,373.49	5.000	4.932	5.000	1	
Subtotal and Average					704,736.20	704,736.20	704,736.20		2.188	2.216	1	
Local Agency Investment Funds												
6000	6000	General City			45,426.18	45,426.18	45,426.18	0.320	0.316	0.320	1	
6005	6005	SA Surplus Tax			135,376.76	135,376.76	135,376.76	0.320	0.316	0.320	1	
6011	6011	SA Low Cost Housing			176,593.41	176,593.41	176,593.41	0.320	0.316	0.320	1	
6029	6029	Measure R		07/05/2012	2,053,194.43	2,053,194.43	2,053,194.43	0.320	0.316	0.320	1	
6019	6019	EDA Revolving Loan			434,672.33	434,672.33	434,672.33	0.320	0.316	0.320	1	
6002	6002	Prop C			1,339,454.50	1,339,454.50	1,339,454.50	0.320	0.316	0.320	1	
6030	6030	PROP A		10/05/2012	345,352.32	345,352.32	345,352.32	0.320	0.316	0.320	1	
6027	6027	River Mountain Conservancy			11,709.36	11,709.36	11,709.36	0.320	0.316	0.320	1	
6028	6028	HUD Section 108			6,862.57	6,862.57	6,862.57	0.320	0.316	0.320	1	
6004	6004	Local Housing Authority			1,070.44	1,070.44	1,070.44	0.320	0.316	0.320	1	
6007	6007	Successor Agency General			11,823.91	11,823.91	11,823.91	0.320	0.316	0.320	1	
6003	6003	Sewer Bond Proceeds			87,151.79	87,151.79	87,151.79	0.320	0.316	0.320	1	
6009	6009	Public Finance Authority			178,111.56	178,111.56	178,111.56	0.320	0.316	0.320	1	
6022	6022	Regional Park			2,729,646.62	2,729,646.62	2,729,646.62	1.510	1.489	1.510	1	
Subtotal and Average					7,558,446.18	7,558,446.18	7,558,446.18		0.740	0.750	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,226.31	123,226.31	123,226.31	1.300	1.282	1.300	1	
5001	5001	5116 Highmark Fund			421,025.95	421,025.95	421,025.95	1.680	1.657	1.680	1	
5006	5006	1001 Highmark Fund			178,282.35	178,282.35	178,282.35	1.680	1.657	1.680	1	
5005	5005	Rental Rehab Prg Money Market			202.73	202.73	202.73	1.300	1.282	1.300	1	
5003	5003	Residential Rehab Money Market			329.71	329.71	329.71	1.300	1.282	1.300	1	
Subtotal and Average					723,067.05	723,067.05	723,067.05		1.593	1.615	1	
Total and Average					8,984,249.43	8,984,249.43	8,984,249.43		0.922	0.935	1	

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
January 31, 2013

January 31 Month Ending

Fiscal Year To Date

CD/Coupon/Discount Investments:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00

Pass Through Securities:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00

Cash/Checking Accounts:

Interest Collected	6,302.90	17,774.43
Plus Accrued Interest at End of Period	-49,774.59	-49,774.59
Less Accrued Interest at Beginning of Period	(-47,502.82)	(-49,102.10)
Interest Earned during Period	4,031.13	17,101.94
Total Interest Earned during Period	4,031.13	17,101.94
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	4,031.13	17,101.94

#4.

1/02/2013 - 14:38

Portfolio COMP
AC
PM (PRF_PMF) 7.3.0
Report Ver: 7.3.3b

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JANUARY 31, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,019,520.08
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	6,621,107.67
1520	MEASURE R	BANK OF THE WEST	339,371.66
2000	PROP A	BANK OF THE WEST	47,211.42
1200	SA SURPLUS TAX	BANK OF THE WEST	0.00
4000	SA GENERAL	BANK OF THE WEST	2,029,701.10
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	974.59
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,362.71
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	299,731.51
2805	HOME LOAN PROGRAM	BANK OF THE WEST	127,786.09
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,791,697.67
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	2,641.93
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	327,290.00
6400	LIABILITY	BANK OF THE WEST	56,475.00
1001	COC - CHANGE FUND	BANK OF THE WEST	689.50
1900	PROP C	BANK OF THE WEST	2,191,023.56

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JANUARY 31, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WEST	147,190.72
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,904,172.37
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	370,995.92
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	468,853.72
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	133,609.57
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	602,076.29



CITY OF COMPTON
Portfolio Management
Portfolio Summary
February 28, 2013

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	704,825.28	704,825.28	704,825.28	6.62	1	1	2.186	2.216
Local Agency Investment Funds	9,219,446.18	9,219,446.18	9,219,446.18	86.59	1	1	0.663	0.672
Managed Pool & Money Market Account	723,090.70	723,090.70	723,090.70	6.79	1	1	1.593	1.615

Investments	10,647,362.16	10,647,362.16	10,647,362.16	100.00%	1	1	0.827	0.839
-------------	---------------	---------------	---------------	---------	---	---	-------	-------

Total Earnings	February 28	Month Ending	Fiscal Year To Date
Current Year		3,930.09	21,032.03
Average Daily Balance		10,347,039.17	8,756,584.63
Effective Rate of Return		0.50%	0.36%

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council (Gov Code 53646(b) (3)). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation of why sufficient cash funds may or may not be available. The investment program SHOULD provide sufficient cash to meet six months of estimated expenditures, however with the close of the TRANS the next three months there should be sufficient cash available until the April Property Tax distribution. In December the City received a little over \$12 million in property tax revenue and in January the City received over \$8 million, within 30 days the City received total of \$20 million of property revenue. We may have received a little bump in property tax revenue due to the defunct CRA and property reverting back to the County Tax Rolls. As of February 28, 2013 the City had approximately \$4.1 million in the General Bank account and \$2.3 million in outstanding warrants to be paid to vendors. The City closed the TRANS deal in February 2013. Our City seems to be headed in the right direction in meeting its obligation to its vendors on payments.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 02/28/13
3 month T-Bill @ 0.1010%
6 month T-Bill @ 0.1220%
1 year T-Bill @ 0.1522%

DOUGLAS SANDERS, CITY TREASURER

4-2-13

Reporting period 02/01/2013-02/28/2013

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
February 28, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency		11/01/2012	400,393.42	400,393.42	400,393.42	0.100	0.099	0.100	1	
4000	4000	Neighborhood Improvement			304,431.86	304,431.86	304,431.86	5.000	4.932	5.009	1	
Subtotal and Average					704,825.28	704,825.28	704,825.28		2.186	2.216	1	
Local Agency Investment Funds												
6000	6000	General City			45,426.18	45,426.18	45,426.18	0.320	0.316	0.320	1	
6005	6005	SA Surplus Tax			135,376.76	135,376.76	135,376.76	0.320	0.316	0.320	1	
6011	6011	SA Low Cost Housing			176,593.41	176,593.41	176,593.41	0.320	0.316	0.320	1	
6029	6029	Measure R		07/05/2012	2,053,194.43	2,053,194.43	2,053,194.43	0.320	0.316	0.320	1	
6019	6019	EDA Revolving Loan			434,672.33	434,672.33	434,672.33	0.320	0.316	0.320	1	
6002	6002	Prop C			3,339,454.50	3,339,454.50	3,339,454.50	0.320	0.316	0.320	1	
6030	6030	PROP A		10/05/2012	195,352.32	195,352.32	195,352.32	0.320	0.316	0.320	1	
6027	6027	River Mountain Conservancy			11,709.36	11,709.36	11,709.36	0.320	0.316	0.320	1	
6028	6028	HUD Section 108			0.00	0.00	0.00	0.320	0.316	0.320	1	
6004	6004	Local Housing Authority			0.00	0.00	0.00	0.320	0.316	0.320	1	
6007	6007	Successor Agency General			10,868.48	10,868.48	10,868.48	0.320	0.316	0.320	1	
6003	6003	Sewer Bond Proceeds			87,151.79	87,151.79	87,151.79	0.320	0.316	0.320	1	
6009	6009	Public Finance Authority			0.00	0.00	0.00	0.320	0.316	0.320	1	
6022	6022	Regional Park			2,729,646.62	2,729,646.62	2,729,646.62	1.510	1.489	1.510	1	
Subtotal and Average					9,219,446.18	9,219,446.18	9,219,446.18		0.663	0.672	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,249.94	123,249.94	123,249.94	1.300	1.282	1.300	1	
5001	5001	5116 Highmark Fund			421,025.95	421,025.95	421,025.95	1.680	1.657	1.680	1	
5006	5006	1001 Highmark Fund			178,282.35	178,282.35	178,282.35	1.680	1.657	1.680	1	
5005	5005	Rental Rehab Prg Money Market			202.74	202.74	202.74	1.300	1.282	1.300	1	
5003	5003	Residential Rehab Money Market			329.72	329.72	329.72	1.300	1.282	1.300	1	
Subtotal and Average					723,090.70	723,090.70	723,090.70		1.593	1.615	1	
Total and Average					10,947,362.16	10,947,362.16	10,947,362.16		0.827	0.839	1	

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
February 28, 2013

February 28 Month Ending		Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	112.73	17,887.16
Plus Accrued Interest at End of Period	-45,957.23	-45,957.23
Less Accrued Interest at Beginning of Period	(-49,774.59)	(-49,102.10)
Interest Earned during Period	3,930.09	21,032.03
Total Interest Earned during Period	3,930.09	21,032.03
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	3,930.09	21,032.03

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
FEBRUARY 28, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	429,052.82
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	4,176,736.19
1520	MEASURE R	BANK OF THE WEST	339,371.66
2000	PROP A	BANK OF THE WEST	273,113.47
1200	SA SURPLUS TAX	BANK OF THE WEST	0.00
4000	SA GENERAL	BANK OF THE WEST	2,004,456.88
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,086.15
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,393.42
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	140,689.29
2805	HOME LOAN PROGRAM	BANK OF THE WEST	127,786.09
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,798,560.24
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	2,641.93
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	327,290.00
6400	LIABILITY	BANK OF THE WEST	53,575.00
1001	COC - CHANGE FUND	BANK OF THE WEST	146.50
1900	PROP C	BANK OF THE WEST	309,899.86

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
FEBRUARY 28, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WEST	111,649.74
2820	HOUSING AUTHORITY	BANK OF THE WEST	2,058,323.52
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	490,975.58
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	468,864.51
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	162,667.08
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	771,173.83

May 7, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TERRANCE DAVIS, ASSISTANT CITY MANAGER

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 TIME WARNER FOR CABLE TELEVISION SERVICES

SUMMARY

This resolution authorizes the City Manager to issue a purchase order not to exceed the amount of Seven Thousand Dollars (\$7,000.00) to Time Warner Cable Business Class for cable television services.

BACKGROUND

The City has utilized Time Warner Cable Business Class services for the past fourteen years. The service has been essential to providing access to public television channels to view City Council meetings and local news channels.

In January 2013, the City Manager's office completed a comprehensive review of cable services in City facilities. This analysis identified a need to reduce the total number of units to reduce costs and limit the installation of cable services to locations where it is routinely used for City business. As a result, approximately 10 connections were discontinued. The proposed service agreement (Attachment I) represents the remaining accounts after reductions in service.

STATEMENT OF ISSUE

City staff use Time Warner Cable on a frequent basis to view City Council meetings, community events and local news as a tool to stay informed about information relevant to their work.

Continuing service with Time Warner Cable Business Class in selected offices and in the employee break rooms is beneficial for the City to maintain awareness of occurrences in the City of Compton and surrounding local areas. Time Warner is the only provider that offers local cable access to these channels in the City of Compton.

#5.

ALTERNATIVES

If this resolution is not approved, the City will no longer have access to the cable services. Employees would be limited to viewing web streaming of the City Council meetings via an Internet connected computer.

FINANCIAL IMPACT

Funds have been appropriated in the Fiscal Year 2012-2013 annual budget for payment of the Time Warner Cable Business Class in the amount of Seven Thousand Dollars (\$7,000.00) in the City Manager Department's budget in Account Number 1001-510-ITO-4262 (Other Professional Services).

The balance of this account, less encumbrances and anticipated approved expenditures, is \$45,408.00 as of the date of this report.

RECOMMENDATION

Staff recommends that the attached resolution be adopted.

**TERRANCE DAVIS
ASSISTANT CITY MANAGER**

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 AN AGREEMENT
AND ISSUE A PURCHASE ORDER TO TIME WARNER FOR CABLE
TELEVISION SERVICES**

WHEREAS, Time Warner Cable Business Class is the only local cable service provider for the City Compton; and

WHEREAS, said cable service will provide the City access to Council meetings, community events and local news; and

WHEREAS, continued service is necessary to maintain awareness of occurrences in the City of Compton and surrounding areas; and

WHEREAS, funds have been allocated in the City Manager Department's budget in Fiscal Year 2012-2013 in Account Number 1001-510-ITO-4262.

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

SECTION 1. That the City Council authorizes the City Manager to enter into an agreement and issue a purchase order to Time Warner Cable Business Class for an amount of Seven Thousand Dollars (\$7,000.00) for continued cable services.

SECTION 2. That the funds for said purchase ordershall come from the City Manager Department's Fiscal Year 2012-2013 budget, Account Number 1001-510-ITO-4262.

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

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

ADOPTED this _____ day of _____ 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

RESOLUTION NO. _____
PAGE TWO

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 _____, 2013.

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

Business Class Customer Service Order

Account Executive: Devine Young
 Phone: (562) 677-0420 ext:
 Cell Phone: (310) 343-3371
 Fax: (704) 414-9024
 Email: devine.young@twcable.com

Business Name			COMPTON CITY HALL CRA	Customer Type: Existing Customer	
Federal Tax ID		Tax Exempt Status		Tax Exempt Certificate #	
*****9999					
Billing Address			Account Number		
205 S WILLOWBROOK AVE COMPTON CA 90220			8448300500516437		
Billing Contact		Billing Contact Phone		Billing Contact Email Address	
G. Harold Duffey		3106055579			
Authorized Contact		Authorized Contact Phone		Authorized Contact Email Address	
G. Harold Duffey		3106055579			
Technical Contact		Technical Contact Phone		Technical Contact Email Address	

Internet and Video Order Information For 205 S WILLOWBROOK AVE COMPTON CA 90220	
Service Type	Customer Requested Due Date
Video	

Internet and Video Order Information For 700 N Bullis Rd Compton CA 90221	
Service Type	Customer Requested Due Date
Video	

Current Services and Monthly charges At 205 S WILLOWBROOK AVE , COMPTON CA 90220

Description	Quantity	Sales Price	Monthly Recurring Total
Bc Single V	1	\$0.00	\$0.00
Bcv Bas Pri	1	\$29.95	\$29.95
Bcv Dig Acc	1	\$0.00	\$0.00
Bcv Brod Pri	1	\$25.00	\$25.00
Bcv Cntrct3Y	1	\$0.00	\$0.00
Bcv Dvr Serv	1	\$0.00	\$0.00
Platinum Svc	1	\$0.00	\$0.00
*Total			\$54.95

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 205 S WILLOWBROOK AVE , COMPTON CA 90220

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Bcv A Dct	1	\$71.25	\$71.25	36 Months
Bcv A/O 1	1	\$217.50	\$217.50	36 Months
Bcv A/O 2	1	\$217.50	\$217.50	36 Months
Bcv P Dct	1	\$71.25	\$71.25	36 Months
Bcv Choicet	1	\$11.90	\$11.90	36 Months
Bcv A Hd Dvr	1	\$30.00	\$30.00	36 Months
Bcv A Remote	2	\$2.50	\$5.00	36 Months
Bcv P Remote	1	\$2.50	\$2.50	36 Months
Bcv Varietyt	1	\$11.90	\$11.90	36 Months
BCV Additional Outlet	20	\$15.00	\$300.00	36 Months
BCV Additional Remote	19	\$0.25	\$4.75	36 Months
BCV Broadcast Private	1	\$26.25	\$26.25	36 Months
BCV Basic Cable Private	1	\$31.45	\$31.45	36 Months
BCV Additional HD Converter	16	\$11.00	\$176.00	36 Months
BCV Additional HD DVR Converter	1	\$15.00	\$15.00	36 Months
BCV Additional Digital Converter	7	\$7.50	\$52.50	36 Months
12 Mo Promo Private Cable \$25.00 Off	1	\$0.00	\$0.00	36 Months
*Total			\$1,244.75	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 700 N Bullis Rd , Compton CA 90221

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCV Broadcast & Basic	1	\$57.70	\$57.70	36 Months
*Total			\$57.70	

*Prices do not include taxes and fees.

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

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 TIME WARNER FOR CABLE TELEVISION SERVICES

Terrance C. Davis
DEPARTMENT MANAGER’S SIGNATURE

3/25/2013 3:49:09 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

5/1/2013 7:21:53 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/1/2013 3:35:33 PM
DATE

G. Harold Duffey
CITY MANAGER

5/1/2013 1:51:19 PM
DATE

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

May 7, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, INTERIM GENERAL SERVICES DIRECTOR

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO LOWE'S HOME IMPROVEMENT**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Lowe's Home Improvement to purchase a variety of maintenance, electrical, plumbing, and painting supplies.

BACKGROUND

The General Services Department provides a wide variety of electrical, plumbing, painting, and renovating services to City facilities. In order to provide these services, it is necessary to issue a purchase order to a home improvement retail store. The Department is currently negotiating reestablishing credit with the Home Depot, however there is an immediate need to purchase a variety of maintenance and repair supplies. The Department has resorted to utilizing the nearest home improvement retailer, Lowe's Home Improvement to make these purchases.

STATEMENT OF THE ISSUE

Lowe's Home Improvement is a national supplier, which stocks a variety of maintenance material and equipment at a competitive price.

ALTERNATIVE

The alternative would be to purchase the items from a local vendor at a higher cost or travel a distance to purchase items at a variety of other stores.

FISCAL IMPACT

A purchase order will be issued to Lowe's Home Improvement in the amount of \$3,500.00.0 Funds are available in account numbers 1001-600-000-4236 from the General Services Department 2012-2013 Fiscal Year Budget.

#6.

Page Two
Lowe's Home Improvement Resolution
May 7, 2013

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing a purchase order to Lowe's Home Improvement to purchase a variety of maintenance, electrical, plumbing, and painting supplies in the amount of \$3,500.00.

VAN WILSON
INTERIM GENERAL SERVICES DIRECTOR

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 ISSUE A PURCHASE ORDER
TO LOWE’S HOME IMPROVEMENT**

WHEREAS, The General Services Department provides a wide variety of electrical, plumbing, painting, and renovating services to City facilities; and

WHEREAS, in order to provide these services, it is necessary to issue a purchase order to a home improvement retail store; and

WHEREAS, staff desires to utilize our local home improvement retailer, Home Depot, however, a purchasing relationship has yet to be re-established with this retailer; and

WHEREAS, other smaller hardware store retailers have higher prices per item and less variety per product; and

WHEREAS, staff has resorted to utilizing the nearest home improvement retailer, Lowe’s Home Improvement to make these purchases; and

WHEREAS, this purchase exceeds the \$5,000.00 threshold set by the City Council as a result of a prior purchase order for approximately \$4,900.00 spent during this fiscal year; and

WHEREAS, staff request a purchase order to Lowe’s Home Improvement to purchase maintenance, electrical, plumbing, and painting supplies in the amount of \$3,500.00; and

WHEREAS, funds for this purchase are allocated in account number 1001-600-000-4236 with a current balance of \$21,620.31.

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

SECTION 1. That the City Manager is authorized to issue a purchase order to Lowe’s Home Improvement in the amount \$3,500.00 to purchase maintenance, electrical, plumbing, and painting supplies.

SECTION 2. That funds are available in account number 1001-600-000-4236.

SECTION 3. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, and the Department of General Services.

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2013.

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: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO LOWE’S HOME IMPROVEMENT

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

4/22/2013 3:25:30 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

5/1/2013 3:48:51 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

4/24/2013 11:38:43 AM
DATE

G. Harold Duffey
CITY MANAGER

4/22/2013 5:29:33 PM
DATE

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

May 7, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, INTERIM GENERAL SERVICES DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND STEELWORKERS OLDTIMERS FOUNDATION

SUMMARY

City Council adoption of the attached Resolution will authorize the City Manager to enter into a lease agreement with Steelworkers Oldtimers Foundation (Oldtimers Foundation) for 527 square feet of exclusive space and 2,718 square feet of shared space at the Neighborhood Center located at 600 North Alameda Street.

BACKGROUND

The City of Compton owns the property located at 600 North Alameda Street, Compton, California 90220 also known as the Neighborhood Center. The facility hosts the Department of Public Works Maintenance Division, the Housing Department and the Oldtimers Foundation. The Oldtimers Foundation has exclusive use of Room #17, a Storage Room, Restroom and a Walk-In Freezer Area and shared use of the Cafeteria, Preparation Area, and Kitchen.

STATEMENT OF THE ISSUE

Staff has identified the exclusive use and shared use space for lease at the Neighborhood Center and discussed the lease terms with a representative from the Steelworkers Oldtimers Foundation. The attached resolution authorizes the City Manager to enter into a lease agreement with the Steelworkers Oldtimers Foundation to provide congregate and home-delivered meal services at the Neighborhood Center.

ALTERNATIVE

The alternative would be to reject the lease set forth for this space and potentially forfeit the revenue available to the city.

FINANCIAL IMPACT

Steelworkers Oldtimers Foundation shall pay a monthly lease fee of One Thousand Two Hundred Forty Three Dollars and Seventy-Two Cents (\$1,243.72) per month. The total revenue collected for fiscal year 2012-2013 would be \$6,218.60, for the months of February, 2013- June, 2016. With the same terms the annual revenue would total \$14,924.64.

#7.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing a Lease Agreement between the City of Compton and Steelworkers Oldtimers Foundation.

APPROVED FOR FORWARDING:

**VAN WILSON
GENERAL SERVICES DIRECTOR
INTERIM**

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON AUTHORIZING A LEASE AGREEMENT
BETWEEN THE CITY OF COMPTON AND
STEELWORKERS OLDTIMERS FOUNDATION**

WHEREAS, The City of Compton owns the property located at 600 North Alameda Street, Compton, California 90221 also known as the Neighborhood Center; and

WHEREAS, the facility hosts the Department of Public Works Maintenance Division, the Housing Department and the Steelworkers Oldtimers Foundation; and

WHEREAS, staff has identified an area for lease and discussed the lease terms with a representative from Steelworkers Oldtimers Foundation; and

WHEREAS, this resolution authorizes the City Manager to enter into a lease agreement with Steelworkers Oldtimers Foundation to provide congregate and home-delivered meal services at the Neighborhood Center; and

WHEREAS, staff proposes Steelworkers Oldtimers Foundation to pay \$2.36 per square foot which equals a monthly lease fee of \$1,243.72 per month; and

WHEREAS, the lease shall be for the period of February, 2013 through June, 2016.

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

SECTION 1. That the City Manager is authorized to enter into a lease agreement with Steelworkers Oldtimers Foundation to provide congregate and home-delivered meal services at the Neighborhood Center.

SECTION 2. That Steelworkers Oldtimers Foundation shall pay a monthly lease fee of \$1,243.72 per month.

SECTION 3. That the term of this lease agreement shall be February 1, 2013 through June 30, 2016.

SECTION 4. That a copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, and the Department of General Services.

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

Resolution No. _____
Page 2

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2013.

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

**LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
STEELWORKERS OLDTIMERS FOUNDATION**

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**OWNER**”) and the **STEELWORKERS OLDTIMERS FOUNDATION** (hereinafter referred to as “**LESSEE**”).

RECITALS:

WHEREAS, the City of Compton (“Owner”), has under its jurisdiction certain real property located at 600 North Alameda Street, Compton, California 90221, also known as the “Neighborhood Center” (the “Site”); and

WHEREAS, on _____, 201_, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the Steelworkers Oldtimers Foundation (“Lessee”) for a period of thirty-six (36) months, commencing February 1, 2013 through January 31, 2016.

NOW, THEREFORE, Owner and Lessee, for the consideration, terms and conditions herein described, mutually agree as follows:

WITNESSETH:

Section 1. PREMISES. The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee and upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Owner, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

**Compton Neighborhood Center
600 North Alameda Street
Compton, California 90221**

[The “Site”]

Lessee shall lease the following Room Number(s) and square footage of indoor space within the Site building (as outlined on the attached Diagram/map of the Site/Premises):

Cafeteria	1,673 square feet [shared space]
Preparation Area	697 square feet [shared space]
Kitchen	348 square feet [shared space]
Room 17	225 square feet [exclusive use]

Lease Agreement – Steelworkers Oldtimers Foundation
600 North Alameda Street
[Resolution No. _____]

Storage Room 171 square feet [exclusive use]

Restroom & Walk-in Freezer Area 131 square feet [exclusive use]

[The “Premises”]

Section 2. TERM. This Lease shall be for a term of thirty-six (36) months, commencing on February 1, 2013 and shall terminate on January 30, 2016, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements.

Section 3. RENT. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the sum of **One Thousand Two Hundred Forty Three Dollars and Seventy-Two Cents (\$1,243.72)** per month, based on a rental rate of **Two Dollars and Thirty-Six Cents (\$2.36) per square foot** for each square feet of **exclusive use spaces**. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to: General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: City of Compton
[Please identify your Lease Site on the payment]

Section 4. USE OF PREMISES. Lessee is entitled to use the “exclusive use” spaces of the Premises **during the hours of Mondays through Fridays, 6:00 a.m. to 6:00 p.m.**, and use of the “shared use” spaces of the Premises **during the hours of Mondays through Fridays 6:00 a.m. to 4:30 p.m.**, (excepting for legally recognized City holidays) for the following purpose(s) only:

**Administrative Offices and Elderly Nutrition Program to Provide
Congregate and Home-Delivered Meal Services**

Lessee shall not use the Premises for any other purpose without the prior written consent of the Owner. Lessee shall not use the Premises in a manner so as to interfere with Owner’s use or equipment at the Site. Lessee shall not use the Premises for the storage of inoperable or unusable equipment or property.

Use of Premises at Shared Site on City Holidays and Non-Business Hours

On those dates designated by the City Council as legal City holidays, the Site **(including the Premises)** shall be closed. If Lessee desires to use the Premises on a City holiday or during hours not specified above, Lessee shall pay the City the costs (e.g. employees’ salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use

Lease Agreement – Steelworkers Oldtimers Foundation
600 North Alameda Street
[Resolution No. _____]

the Premises on a City holiday or during non-specified hours. Lessee shall include the additional amounts owed in the next lease payment.

Section 5. DELIVERY OF PREMISES. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be liable to Lessee for any loss or damage resulting therefrom and Lessee at Lessee's option, may declare this Agreement to be null and void.

Section 6. UTILITIES AND OTHER SERVICES. Owner agrees to furnish the following utilities and services at Owner's expense during the agreed business hours:

- a. Electricity for normal lighting and power for office, kitchen and incidental uses.
- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance.
- e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Lessee. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Lessee's utility or service provider or its equipment.

Owner shall in no way be liable or responsible for any loss, damage or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities and services supplied to Premises and/or Site, unless directly caused by the active negligence or willful misconduct of the Owner.

Section 7. ASSIGNMENT AND SUBLETTING. Lessee agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Lessee, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Owner. Any attempted assignment or subletting of this Lease without the written consent of the Owner constitutes fraud and this Agreement shall be null and void.

Section 8. ALTERATIONS AND ADDITIONS. Lessee shall not make any alterations or construct any additions or improvements in or on the Site and/or the Premises until the Owner has approved the complete plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by Owner at Lessee's expense. Lessee shall keep the Premises free of liens from such work.

Lease Agreement – Steelworkers Oldtimers Foundation
600 North Alameda Street
[Resolution No. _____]

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Site and/or the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

Lessee shall repair any damage to the Site and/or the Premises caused by Lessee's installation and/or removal of its personal property, alterations, improvements or additions.

Section 9. REPAIRS AND MAINTENANCE. Owner shall not be responsible to make any repairs or alterations to the Premises (both shared and exclusive use spaces), excepting due to reasonable normal wear and tear, and Lessee assumes any and all cost and liability for the repair and maintenance of the exclusive use spaces of the Premises leased herein or shared use spaces necessitated by Lessee's use, unless such repairs, alterations or maintenance are due to Owner's or other user's negligence or willful misconduct. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises used by the Owner in as good order, repair and condition as the same were in at the commencement of this Lease. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises. Lessee shall keep the Premises free of liens from such work.

Lessee shall continue to maintain its use of said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease.

Lessee agrees to keep its use of the Premises in good order and condition at their sole cost and expense. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Owner shall have no liability to Lessee for any condition on the Premises leased herein and Lessee agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. Lessee agrees to hold the Owner harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the Lessee, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. INSURANCE. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Owner under forms satisfactory to

Lease Agreement – Steelworkers Oldtimers Foundation
600 North Alameda Street
[Resolution No. _____]

the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease. The Lessee shall not occupy the Premises until the Owner has received and approved the required certification. ***Failure on the part of the Lessee to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Lease 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:

a. General Liability. Lessee shall provide and maintain at its own expense during the term of this Lease Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

b. Workers' Compensation Insurance. Lessee 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 Lessee and all risks to such persons under the Agreement.

c. Fire and Casualty Insurance. Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee 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 Premises 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. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

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

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

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

**Lease Agreement – Steelworkers Oldtimers Foundation
600 North Alameda Street
[Resolution No. _____]**

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

.4 Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee under the terms of the Lease Agreement. Lessee 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 relating to Lessee's use of the Premises.

Section 11. LOSSES. Owner shall not be responsible for losses or damage to personal property, equipment or materials of Lessee unless the same is caused by the Owner or its agents or employees. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Section 12. DAMAGE OR DESTRUCTION. Owner agrees that should the Premises be so badly damaged by earthquake or other violent action of the elements as to render them wholly unfit for Lessee's occupancy, than this Lease shall be terminated immediately upon the happening of any such event, whereupon Lessee shall surrender the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

In the event of any lesser damage by casualty, then Owner shall commence the repair and restoration of such premises within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days, in which case it shall be commenced as soon as feasibly possible. If the damage to the Premises is caused by the Lessee or its agents, employees or invitees, then after receiving Owner's approval for the same, Lessee shall promptly repair the damage at Lessee's expense.

Section 13. DEFAULT. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess

Lease Agreement – Steelworkers Oldtimers Foundation
600 North Alameda Street
[Resolution No. _____]

and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 14. HOLDING OVER. In case Lessee holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 15. CANCELLATION PROVISIONS. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime after the twenty-fourth (24th) month of the Lease term, upon ninety (90) days prior written notice to the other party.

Section 16. OWNER'S ACCESS. Lessee agrees to permit the Owner or Owner's authorized agents, upon at least twenty-four (24) hours advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 17. DISCRIMINATION. The Lessee herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises herein leased.

Section 18. INDEMNIFICATION. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner 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 Lessee's, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

Section 19. PARTNERSHIP DISCLAIMER. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the Owner. Nothing herein contained shall be construed as constituting the parties herein as partners.

Lease Agreement – Steelworkers Oldtimers Foundation
600 North Alameda Street
[Resolution No. _____]

Section 20. VACATING PREMISES. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 21. COMPLIANCE WITH LAWS. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 22. EASEMENTS AND RIGHT OF WAY. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be required to reimburse Lessee for any damages suffered by Lessee caused by the construction work on the easement area.

Section 23. PARKING ACCESS. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all tenants on a first-come, first-served basis.

Section 24. RELOCATION. Lessee acknowledges that Lessee, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 25. FAILURE TO PERFORM. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 26. BINDING ON SUCCESSORS. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

Section 27. AMENDMENTS. This Lease Agreement may be modified or amended only by written document executed by both Lessee and Owner'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 Lease Agreement.

Section 28. 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.

Section 29. GOVERNING LAW AND SEVERABILITY. This Agreement shall be governed by and construed under 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

**Lease Agreement – Steelworkers Oldtimers Foundation
600 North Alameda Street
[Resolution No. _____]**

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.

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.

Section 30. NOTICES. All notices, demands or requests to be given under this Lease 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.

To OWNER:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5553
(310) 605-1753 – fax.**

With copy to:

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

To LESSEE:

**Steelworkers Oldtimers Foundation
3355 East Gage Avenue
Huntington Park, California 90255
Attn: Irene Muro, CEO/Executive Director
(323) 582-6090
(323) 582-5957– fax.**

Section 31. ENTIRE AGREEMENT. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

#7.

**Lease Agreement – Steelworkers Oldtimers Foundation
600 North Alameda Street
[Resolution No. _____]**

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

**STEELWORKERS OLDTIMERS FOUNDATION
LESSEE**

By _____
Irene Muro, CEO/Executive Director

Dated: _____

**CITY OF COMPTON/OWNER
Recommended for Approval:**

By _____
Van Wilson, (Interim) Director
General Services Department

Dated: _____

By _____
G. Harold Duffey, City Manager

Dated: _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

Attachmts: Resolution No. _____
Diagram of Premises
City Holiday Schedule

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND STEELWORKERS OLDTIMERS FOUNDATION

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

4/22/2013 3:18:46 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

4/24/2013 3:43:06 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

4/24/2013 11:40:44 AM
DATE

G. Harold Duffey
CITY MANAGER

4/22/2013 5:33:41 PM
DATE

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

May 7, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W.C. KAU, INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO JETPATCHER USA, INC. FOR ASPHALT REPAIR SERVICES WITHIN THE CITY OF COMPTON

SUMMARY

The Public Works Department is requesting the City Manager be authorized to enter into a contract and issue a purchase order to Jetpatcher USA, Inc. for asphalt repair services within the City of Compton.

BACKGROUND

A survey of the pavement condition of City streets was last conducted in 2002 through a pavement management study. The study surveyed all City streets, and reviewed/assigned a rating number to the surface condition referred to as the pavement distress condition rating, or Pavement Condition Index (PCI) methodology. The PCI methodology was developed by the U.S. Army Corps of Engineers, Pavement Distress Identification Guide for Asphalt and for Jointed Concrete Surface Roads and Parking Lots.

The PCI index is an indicator that reflects the functional condition or the surface operational condition of the pavement and is based on an objective measurement of the distress type, severity and quantity. The PCI is a numerical index ranging from “100” for excellent condition (recently constructed roadway) to “0” for a failed condition. The PCI index ranges for each pavement rating are listed below:

PCI Ratings

86-100	Excellent
71-85	Very Good
56-70	Good
41-55	Fair
26-40	Poor
11-25	Very Poor
0-10	Failed

The data was compiled into a report that listed the street segment with the quantity of pavement (width and length), its PCI rating, and included a recommended strategy and methodology for pavement rehabilitation.

Public Works recently let out a Request for Proposals (RFP) to perform a new pavement management study. When engaged, the study will perform a survey and review of all City streets as previously described. When engaged, the study will require about 4 to 6 months time to complete. The results from the study will provide the necessary inventory, pavement condition information, recommended methodology for rehabilitation, qualified funding sources and plan/approach to rehabilitate the City's streets. This will be a long-term effort as there are limited amounts and funding sources available within any fiscal year. This is the basis for establishing a capital improvement plan for street improvements.

STATEMENT OF THE ISSUE

Prior to initializing and engaging the pavement study, our City streets still require to be maintained. Potholes, alligator cracking, uneven pavement, poor drainage areas, as well as damaged curb-gutter are prevalent throughout the City. These symptoms will be pervasive as the streets continue to age without timely rehabilitation.

To "slow" pavement deterioration due to potholes, staff had recently demonstrated a method for making pothole repairs in a timely manner. Jetpatcher USA process uses asphalt emulsion and aggregate to effect pothole repairs which is stronger and last longer than traditional cold-mix asphalt used for repairs (see attachment). The four step repair process completes within 15-20 minutes and can be driven on immediately. This process is to be used for making minor street repairs quickly and to supplement traditional pothole/asphalt repairs. While the process provides for a longer lasting repair, it is intended as a permanent repair. It helps to reduce the pavement condition from worsening until proper street rehabilitation techniques can be performed.

FINANCIAL IMPACT

Funds for this project are located in the Public Works 2012-2013 Fiscal Year budget in Account Number 1520-720-OMR-4233 (Measure R - Local) in an amount not to exceed \$30,000 (Thirty Thousand Dollars).

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

GLEN W.C. KAU, P.E.
INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

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 A CONTRACT AND
ISSUE A PURCHASE ORDER TO JETPATCHER USA, INC. FOR ASPHALT
REPAIR SERVICES WITHIN THE CITY OF COMPTON**

WHEREAS, this resolution authorizes the City Manager to enter into a contract and issue a purchase order to Jetpatcher USA, Inc. for asphalt repair services within the City of Compton; and

WHEREAS, a survey of the pavement condition of City streets was last conducted in 2002 through a pavement management study which surveyed all City streets, and reviewed/assigned a rating number to the surface condition referred to as the pavement distress condition rating, or Pavement Condition Index (PCI) methodology; and

WHEREAS, the PCI is a numerical index ranging from “100” for excellent condition (recently constructed roadway) to “0” for a failed condition; and

WHEREAS, the PCI index ranges for each pavement rating are listed below:

<u>PCI Ratings</u>		
	86-100	Excellent
	71-85	Very Good
	56-70	Good
	41-55	Fair
	26-40	Poor
	11-25	Very Poor
	0-10	Failed; and

WHEREAS, Public Works recently let out a Request for Proposals (RFP) to perform a new pavement management study which will require about 4 to 6 months time to complete; and

WHEREAS, the results from the study will provide the necessary inventory, pavement condition information, recommended methodology for rehabilitation, qualified funding sources and plan/approach to rehabilitate the City’s streets; and

WHEREAS this will be a long-term effort as there are limited amounts and funding sources available within any fiscal year and will be the basis for establishing a capital improvement plan for street improvements; and

WHEREAS, Jetpatcher USA process uses asphalt emulsion and aggregate to effect pothole repairs which is stronger and last longer than traditional cold-mix asphalt used for repairs; and

WHEREAS, this process is to be used for making minor street repairs quickly and to supplement traditional pothole/asphalt repairs and the process provides for a longer lasting repair, and it is intended as a permanent repair which helps to reduce the pavement condition from worsening until proper street rehabilitation techniques can be performed; and

WHEREAS, due to the expenditure exceeding the \$5,000 threshold, authorization from City Council is required; and

WHEREAS, the funds for this expenditure is in the Public Works Department’s 2012-2013 Fiscal Year budget in Account No. 1520-720-OMR-4233 (Measure R – Local) in an amount not to exceed \$30,000.

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

SECTION 1. That the City Council authorizes the City Manager to enter into a contract and issue a purchase order to Jetpatcher USA, Inc. for asphalt repair services within the City of Compton.

SECTION 2. The term of this Agreement will be from April 23, 2013 until June 30, 2014.

SECTION 3. The funds for this expenditure are in the Public Works Department’s 2012-2013 Fiscal Year budget in Account No. 1520-720-OMR-4233 in an amount not to exceed \$30,000; and

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works and Municipal Utilities Department.

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

ADOPTED this _____ day of _____, 2013.

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 _____, 2013.

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

Asphalt Repair & Maintenance Equipment



MAINTAIN YOUR ROADWAYS

Pothole Repair
Parking Lot Repair
Driveway Repair
Speed Bump Installation and Repair
Edge Repair
Surface Maintenance with our Patented Sealer
Cracked Sealing Repair
Fix Depressions
Overall Maintenance



#8.

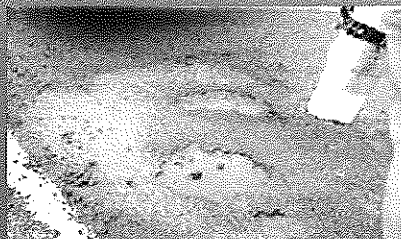
The

JETPATCHER[®] USA Method

REDUCE COSTS FROM
ASPHALT REPAIRS & MAINTENANCE

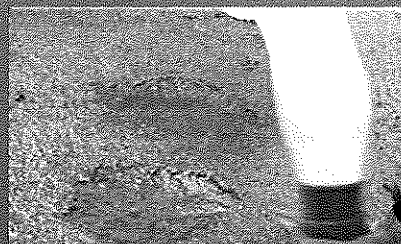
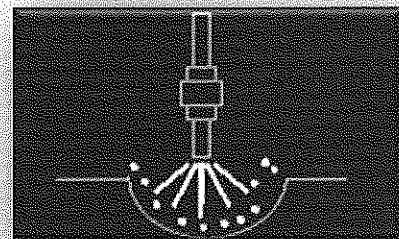
Save money on
time materials
manpower capital

SIMPLE FOUR STAGE PROCESS



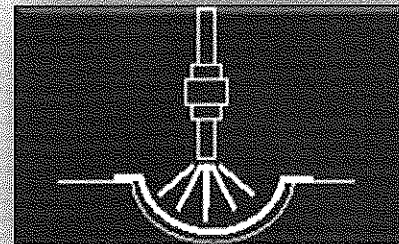
STAGE 1

Blows loose debris to
clean and prepare the hole
for an effective patch.



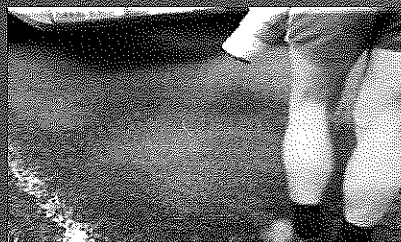
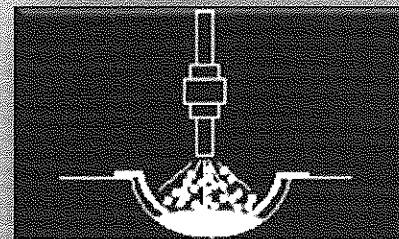
STAGE 2

Coats with an asphalt emulsion
which seals to prevent further
damage from moisture.



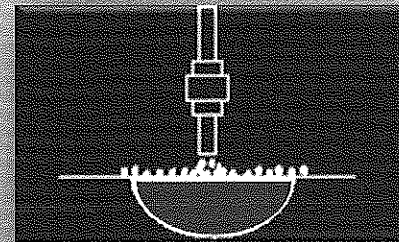
STAGE 3

Aggregate is mixed with
the asphalt emulsion and
blown into the hole.



STAGE 4

Once effectively filled and sealed,
a final layer is applied.
The patch is ready for traffic.



#8.

ETPATCHER
USA

Fast Application

No Waste

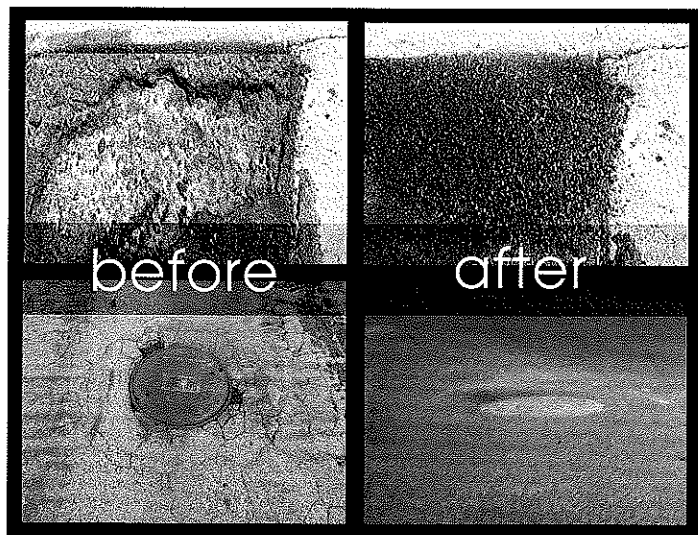
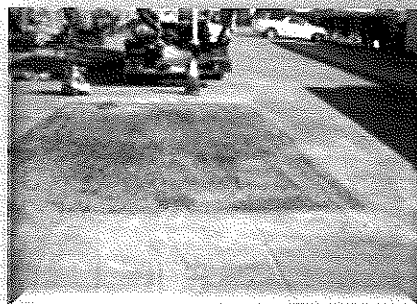
Eco-Friendly

Do More With Less Money

... **IN ACTION**

MAINTENANCE:

- Area Cleaning
- Additive Sealing
- Thin Asphalt Layer in Short Areas
- Fix Potholes

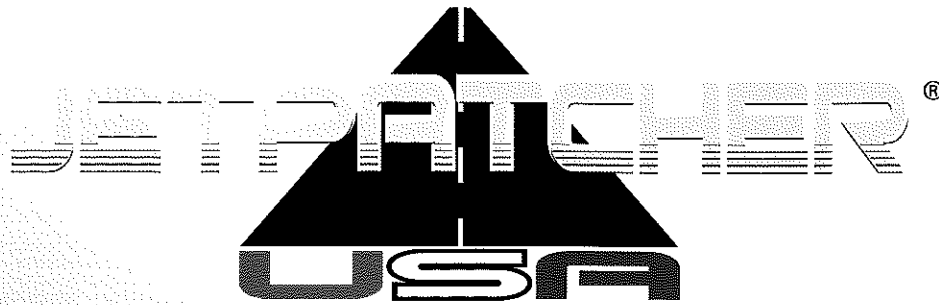


USED BY
LOCAL GOVERNMENT &
NATIONAL HIGHWAY AUTHORITIES

OVER 20 YEARS
IN MORE THAN FIFTEEN COUNTRIES
AROUND THE WORLD

EXPERIENCE MINIMUM TRAFFIC DELAYS
MOST REPAIRS COMPLETED IN UNDER 15 MINUTES!

#8.



2500 SERIES



SUCCESSFUL IN:

ASIA

CENTRAL & SOUTH AMERICA

EUROPE

MEXICO

MIDDLE EAST

NEW ZEALAND & AUSTRALIA

USA

AND THROUGHOUT THE

SOUTH PACIFIC



1000 SERIES



JETPATCHER USA

Phone: 714-699-0974 / 619-433-4529

WebSite: www.jetpatcherusa.com

Email: info@jetpatcherusa.com

**SERVICES AGREEMENT BETWEEN
THE CITY OF COMPTON
AND
JETPATCHER USA, INC.**

This **AGREEMENT** is made 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 **JETPATCHER USA, INC. SERVICES**, (hereinafter referred to as "**CONTRACTOR**") located at 543 W. Central Park Avenue, Anaheim, CA, 92802.

AGREEMENT:

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, all work necessary to perform pavement repairs to locations as provided by the **CITY** and shall provide and furnish all the labor, materials, and necessary tools.

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

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

2. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONTRACTOR** during the term of this Agreement shall be limited to a not-to-exceed amount of **Thirty Thousand Dollars (\$30,000)**.

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

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to perform the required services according to schedule or other provisions of this Agreement, the **CITY** shall have the

**Asphalt Repair Services
City of Compton and Jetpatcher USA, Inc.
[FY 2012-13 and FY 2013-14]**

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 and detailed 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 of the Public Works Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

In the event of termination, the **CONTRACTOR** shall be entitled to compensation for the 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 **CONTRACTOR's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

3. TERM OF AGREEMENT:

The term of this Agreement shall be for April 23, 2013 through June 2014, unless terminated earlier as provided herein.

4. INDEPENDENT CONTRACTOR STATUS:

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

5. SUCCESSORS, ASSIGNMENT AND DELEGATION:

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

**Asphalt Repair Services
City of Compton and Jetpatcher USA, Inc.
[FY 2012-13 and FY 2013-14]**

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

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

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

7. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless the **CITY**, 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 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 **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

8. INSURANCE:

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

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

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

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which

**Asphalt Repair Services
City of Compton and Jetpatcher USA, Inc.
[FY 2012-13 and FY 2013-14]**

shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

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

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

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

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

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

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

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

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

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

.d Identity of the insured(s).

**Asphalt Repair Services
City of Compton and Jetpatcher USA, Inc.
[FY 2012-13 and FY 2013-14]**

9. PERMITS AND LICENSES:

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

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

10. WARRANTIES:

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

11. FEDERAL AND STATE WITHHOLDING TAXES:

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

12. COMPLIANCE WITH LAW:

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

13. WAIVERS:

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

14. TERMINATION:

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

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

**Asphalt Repair Services
City of Compton and Jetpatcher USA, Inc.
[FY 2012-13 and FY 2013-14]**

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

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

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

14. AMENDMENTS:

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

15. GOVERNING LAW AND SEVERABILITY:

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

16. CONTRACTOR's BOOKS AND RECORDS:

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

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

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

**Asphalt Repair Services
City of Compton and Jetpatcher USA, Inc.
[FY 2012-13 and FY 2013-14]**

alternative is mutually agreed upon, the records shall be available at **CONTRACTOR's** address indicated for receipt of notices in this Agreement.

17. 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.

18. EXTENT OF AGREEMENT:

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

19. NOTICES:

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

TO CONTRACTOR:

**JETPATCHER USA, INC.
543 W. Central Park Avenue
Anaheim, CA 92802
(714) 699-7280 or (877) 439-0398
Attn: Abraham Lopez, Operations Manager**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director of Public Works
(310) 605-5505
(310) 605-6326 – fax.**

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

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

**Asphalt Repair Services
City of Compton and Jetpatcher USA, Inc.
[FY 2012-13 and FY 2013-14]**

20. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Abraham Lopez, **HEREBY CERTIFY** that I am the Operations Manager, and duly authorized representative of the **CONSULTANT** firm of **Jetpatcher USA, Inc.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

The **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]

**Asphalt Repair Services
City of Compton and Jetpatcher USA, Inc.
[FY 2012-13 and FY 2013-14]**

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.

Abraham Lopez, Operation Manager

(Date)

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

**JETPATCHER USA, INC.
CONTRACTOR**

Dated: _____

By _____
Abraham Lopez, Operation Manager

**CITY OF COMPTON
Recommended for Approval:**

By _____
**Glen W. C. Kau, P.E., (Interim)
Director, Public Works Department**

Dated: _____

#8.

**Asphalt Repair Services
City of Compton and Jetpatcher USA, Inc.
[FY 2012-13 and FY 2013-14]**

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

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 A CONTRACT AND ISSUE A PURCHASE ORDER TO JETPATCHER USA, INC. FOR ASPHALT REPAIR SERVICES WITHIN THE CITY OF COMPTON

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

4/22/2013 9:41:49 AM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

5/1/2013 7:27:44 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/1/2013 3:39:40 PM
DATE

G. Harold Duffey
CITY MANAGER

5/1/2013 2:46:36 PM
DATE

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

May 7, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W. C. KAU, P.E., INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

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 TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE PROGRAM SERVICES

SUMMARY

This Resolution authorizes the City Manager to enter into an agreement and issue a purchase order to TECS Environmental Compliance Services for the National Pollutant Discharge Elimination System (NPDES) compliance program services.

BACKGROUND

As authorized by the Clean Water Act, the U.S. Environmental Protection Agency (EPA) administers the National Pollutant Discharge Elimination System (NPDES) permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are conveyances such as drainage pipes or man-made channels, ditches. Individual homes that discharge storm water to a municipal street's curb and gutter do not need an NPDES permit; however, industrial, municipal, and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street's curb and gutter, catch basin, storm drains, etc.

In most cases, the NPDES permit program is administered by authorized states. In California, the State Regional Water Quality Control Board establishes policies and regulations that help protect and restore water quality. Since its introduction in 1972, the NPDES permit program is responsible for significant improvements to our Nation's water quality.

The services provided by TECS Environmental were acquired through an RFP (Request for Proposal) during Fiscal Year 2011-2012. They have a working knowledge of the City and surrounding cities and is extremely versed and knowledgeable with the current NPDES regulations. Staff anticipates utilizing these services until the permit is established by the Los Angeles Regional Water Quality Control Board.

TECS Environmental's proposed fee is based on new NPDES permit requirements which contains significantly more stringent requirements than the previous permit. Among other things, it calls for extensive monitoring from outfalls, the creek, river, and new developments. It also requires the development of a watershed management plan (WMP) to address TMDLs and a revised storm water quality management plan.

#9.

TECS Environmental Staff Report

Compliance with NPDES permitting rules is multi-faceted and very time consuming. The scope of services to be performed includes:

- Submitting the Annual Report and Watershed Assessment Report as required by the Los Angeles Regional Water Quality Control Board
- assist the City in the development of Illicit Connection and Illicit Discharge Control Programs
- Assist the City in setting up guidelines and procedures for planning and construction projects
- Other tasks as new policies that are more stringent and adopted by the Water Board in December 2012 as described in TECS' proposal dated 3/8/13.

TECS Environmental Compliance of Pasadena, CA, has been assisting the Public Works Department staff with various services that helped the City to be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit program.

Additionally, TECS has offered services that specialize in advocating for cities by working with elected officials at the State and County level to improve environmental legislation and experienced in the NPDES compliance requirements which are vital for the City to be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit program.

STATEMENT OF THE ISSUE

In order for the City of Compton to retain the services of TECS Environmental Compliance Services, City Council authorization is necessary.

The Public Works Department is requesting the City Council authorize the City Manager to enter into a service agreement and issue a purchase order to TECS Environmental Compliance Services to provide storm water (NPDES) compliance program services in the amount of \$73,250 (Seventy Three Thousand Two Hundred and Fifty Dollars). The term of this Agreement will be from July 1, 2012 through June 30, 2014, unless terminated.

ALTERNATIVES

There is no alternative.

FINANCIAL IMPACT

The funds for this expenditure are in the Public Works Department's 2012-2013 Fiscal Year budget in the following Account Numbers:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5116-710-000-4262	Other Professional Services	\$ 10,637.00
1001-710-000-4262	Other Professional Services	\$ 7,675.52
	Total:	\$ 18,312.52

**TECS Environmental
Staff Report**

The balance in the following accounts as of this writing is as follows:

<u>Account No.</u>	<u>Balance</u>
5116-710-000-4262	\$19,737
1001-710-000-4262	\$12,950

The funds for the remainder of the project will be allocated in the 2013-2014 in an amount not to exceed \$54,937.56 (Fifty Four Thousand Nine Hundred Thirty Seven Dollars and Fifty Six Cents).

RECOMMENDATION

The Public Works Department is requesting the City Council authorize the City Manager to enter into a service agreement and issue a purchase order to TECS Environmental Compliance Services to provide storm water (NPDES) compliance program services in the amount of \$73,250 (Seventy Three Thousand Two Hundred and Fifty Dollars). The term of this Agreement will be from July 1, 2012 through June 30, 2014, unless terminated.

GLEN W. C. KAU, P.E.
INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK: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 TECS ENVIRONMENTAL
COMPLIANCE SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM (NPDES) COMPLIANCE PROGRAM SERVICES**

WHEREAS, this resolution authorizes the City Manager to enter into an agreement and issue a purchase order to TECS Environmental Compliance Services for the National Pollutant Discharge Elimination System (NPDES) compliance program services; and

WHEREAS, as authorized by the Clean Water Act, the U.S. Environmental Protection Agency (EPA) administers the National Pollutant Discharge Elimination System (NPDES) permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States; and

WHEREAS, industrial, municipal, and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street’s curb and gutter, catch basin, storm drains, etc.; and

WHEREAS, TECS Environmental Compliance of Pasadena, CA, has been assisting the Public Works Department staff with various services that helped the City to be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit program; and

WHEREAS, TECS Environmental specializes in services to assist the City’s compliance with requirements associated with the Municipal NPDES permit adopted by the Los Angeles Regional Water Quality Control Board; and

WHEREAS, in order for the City of Compton to retain the services of TECS Environmental Compliance Services, City Council authorization is necessary; and

WHEREAS, the Public Works Department is requesting the City Council authorize the City Manager to enter into a service agreement and issue a purchase order to TECS Environmental Compliance Services to provide storm water (NPDES) compliance program services in the amount of \$73,250 (Seventy Three Thousand Two Hundred and Fifty Dollars)

WHEREAS the term of this Agreement will be from July 1, 2012 through June 30, 2014, unless terminated; and

WHEREAS, in order for the City of Compton to retain the services of TECS Environmental Compliance Services, City Council authorization is necessary; and

WHEREAS, the funds for this expenditure is in the Public Works Department’s 2012-2013 Fiscal Year budget in the following Account Numbers:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5116-710-000-4262	Other Professional Services	\$ 10,637.00
1001-710-000-4262	Other Professional Services	\$ 7,675.52
Total:		\$ 18,312.52

The funds for the remainder of the project will be allocated in the 2013-2014 in an amount not to exceed \$54,937.56 (Fifty Four Thousand Nine Hundred Thirty Seven Dollars and Fifty Six Cents).

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

SECTION 1. That the City Council authorizes the City Manager to enter into an agreement and issue a purchase order to TECS Environmental Compliance Services for the National Pollutant Discharge Elimination System (NPDES) compliance program services.

SECTION 2. The term of this Agreement will be from July 1, 2012 through June 30, 2014, unless terminated.

SECTION 3. The funds for this expenditure are in the Public Works Department’s 2012-2013 Fiscal Year budget in the following Account Numbers:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5116-710-000-4262	Other Professional Services	\$ 10,637.00
1001-710-000-4262	Other Professional Services	\$ 7,675.52
Total		\$ 18,312.52

The funds for the remainder of the project will be allocated in the 2013-2014 in an amount not to exceed \$54,937.56 (Fifty Four Thousand Nine Hundred Thirty Seven Dollars and Fifty Six Cents).

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works and Municipal Utilities Department.

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

ADOPTED this ____ day of _____, 2013.

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 _____, 2013.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
TECS ENVIRONMENTAL COMPLIANCE SERVICES**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **TECS ENVIRONMENTAL COMPLIANCE SERVICES** (hereinafter referred to as "**CONSULTANT**"), located at 106 South Mentor Avenue, Suite 125, Pasadena, California 91106.

RECITALS:

WHEREAS, the National Pollutant Discharge Elimination System ("NPDES") is a nation-wide program authorized by the Clean Water Act to eliminate pollutants in the storm water, thereby reducing pollution in receiving water; and

WHEREAS, the NPDES program requires that municipalities must obtain permit if their discharges go directly to receiving water systems; and

WHEREAS, compliance with NPDES permitting rules is multi-factorial, time-consuming and requires experience and expertise that the City does not have in-house staffing to perform; and

WHEREAS, the **CITY** needs the assistance of a qualified and experienced environmental consulting firm to provide professional NPDES services relative to obtaining the necessary permits; and

WHEREAS, by Resolution No. ____, adopted on the ____ of _____ 2013, the City Council authorized the City Manager to accept the proposal of the **CONSULTANT** (TECS Environmental Compliance Services) and enter into a contract to provide the necessary services; and

WHEREAS, **CONSULTANT** warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the **CONSULTANT** shall perform and be responsible for providing professional environmental compliance consulting services for Permit Year 2013. Significant project deliverables shall include, but may not be limited to the following tasks and deliverables:

Task 1: Submitting the Annual Report and Watershed Assessment Report as required by the Los Angeles Regional Water Quality Control Board

Task 2: Assist the City in the development of Illicit Connection and Illicit Discharge Control Programs

Task 3: Assist the City in setting up guidelines and procedures for planning and construction projects

Task 4: Other tasks as new policies that are more stringent and adopted by the Water Board in December 2012 as described in TECS' proposal dated 2/14/2013.

as more fully discussed in the **CONSULTANT's "Proposal to Provide NPDES Compliance Services"** (dated March 8, 2013), which is incorporated by this reference.

It is understood and agreed that **CONSULTANT** has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that **CITY** relies upon the professional skills of **CONSULTANT** to do and perform **CONSULTANT's** work in a skillful and professional manner.

CONSULTANT agrees to perform all the said services and furnish all the necessary materials, supplies and equipment 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.

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** 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** 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.

Ray Tahir, Principal of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. **DURATION OF CONTRACT**

The term of this Agreement shall commence on July 1, 2012 through June 30, 2014, unless terminated earlier.

4. **COMPENSATION**

The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within **CONSULTANT's Proposal**. The total price paid the **CONSULTANT** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONSULTANT**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONSULTANT** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY**.

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

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

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

As full and complete compensation for the services performed by the **CONSULTANT**, **CITY** shall pay, and **CONSULTANT** agrees to accept, a not-to-exceed maximum sum of **\$73,250 (Seventy Three Thousand Two Hundred and Fifty Dollars)**. The Parties herein mutually agree that the **CITY** limit the amount of compensation payable during Fiscal Year 2012-2013 to the amount of \$18,312.52, with the reminder of the within agree total compensation payable during Fiscal Year 2013-2014.

In the event of termination, the **CONSULTANT** shall be entitled to compensation for the reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the **CITY** may condition payment of such compensation upon the **CONSULTANT's** delivery to the **CITY** of any

and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

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 himself, his 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 indemnify and save the **CITY** from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent 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 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 subconsultants and subcontractors 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 not call on the **CITY's** program for contributions. Program(s) of insurance shall include:

(1) **General Liability:** A program, including but not limited to 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.

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

Such commercial general liability program of insurance shall name the **CITY** as “an additional insured.” **CONSULTANT** shall be required to provide the **CITY** with certified copies of the current Certificates of Insurance and the Policy Endorsement Pages 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.

(3) **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.

(4) **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)** per claim. 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 and subcontractors 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**.

Prior to commencement of services provided by 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. 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.

16. 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**, at its expenses, 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.

17. 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.

18. TERMINATION

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

a. The **CITY** may terminate this Agreement at any time by giving five (5) days written notice of termination to **CONSULTANT**. If the **CITY** gives such notice of termination, **CONSULTANT** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. **CONSULTANT** may terminate this Agreement at any time upon ten (10) days written notice of termination to the **CITY**.

c. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately without further notice.

d. 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.

e. 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**.

f. 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.

19. AMENDMENTS

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

20. CONFIDENTIAL INFORMATION

All information relating to **CITY** that is known to be confidential or proprietary, or which is clearly identified as such, will be held in confidence by **CONSULTANT** and will not be disclosed or used by **CONSULTANT** except to the extent that such disclosure or use is reasonable necessary to the performance of this Agreement.

21. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under 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.

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.

22. EXTENT OF AGREEMENT AND EXHIBITS INCORPORATED

This Agreement, any attachments hereto and documents incorporated herein, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subconsultant or subcontractor and the **CITY**.

23. NOTICES

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

TO CONSULTANT:

TECS ENVIRONMENTAL COMPLIANCE SERVICES
106 South Mentor Avenue, Suite 125
Pasadena, California 91106
Attn: Ray Tahir, Principal-in-Charge
(626) 396-9424
(626) 396-1916 – fax.
rtahir@tecsenv.com

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.

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

24. **MISCELLANEOUS and CERTIFICATIONS**

CERTIFICATIONS OF CONSULTANT

I, Ray Tahir, **HEREBY CERTIFY** that I am the Principal-in-Charge, and duly authorized representative of the **CONSULTANT** firm of TECS Environmental Compliance Services, 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 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.

Exceptions will not necessarily result in denial of award, but will be considered in determining **CONSULTANT** responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Professional Services Agreement – TECS Environmental Compliance Services
 NPDES Compliance Program Services
 Public Works/Resolution No. ____

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

Ray Tahir, Principal-in-Charge

(Date)

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

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

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

**TECS ENVIRONMENTAL COMPLIANCE SERVICES
 CONSULTANT**

Dated: _____

By _____
Ray Tahir, Principal-in-Charge

**CITY OF COMPTON
 Recommended for Approval:**

By _____
**Glen W. C. Kau
 Interim Public Works Director**

Dated: _____

By _____
G. Harold Duffey, City Manager

Dated: _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



TECS Environmental Compliance Services

106 South Mentor Avenue – 125 • Pasadena, CA 91106 • Tel: 626.396.9424 • Fax: 626.396.1916

March 8, 2013

Glen W.C. Kau, P.E.
Interim Director of Public Works
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Subject: Proposal to Provide NPDES Compliance Services

Dear Mr. Kau:

TECS Environmental is pleased to offer its services to assist the **City of Compton** comply with requirements associated with the Municipal NPDES permit adopted by the Los Angeles Regional Water Quality Control Board on November 8, 2012. The services are “scoped-out” below for a proposed fee of **\$73,250.00** based on new permit requirements, which as you know are significantly more stringent than the previous permit, largely because of the TMDLs (metals and bacteria in addition to trash).

The proposed fee is based on the assumption that the City will partner with my other clients in the lower Los Angeles River (Carson and Huntington Park). This will reduce costs for each participating city in preparing a Watershed Management Plan (WMP),¹ which will serve as a “place holder” pending the State Water Resources Control Board’s review of 37 petitions filed by cities challenging the permit. Because of the controversy surrounding the permit it is very possible that the State Board will invalidate all or some portions of the permit and remand it to the Regional Board for correction. Should this be the result, the task of submitting a WMP by June of 2014, and its cost, will be eliminated which will necessitate a revised proposal. An important task to be performed is outfall monitoring (at Compton Creek and portions of the lower Los Angeles River) to determine to what extent the City is actually causing or contributing to TMDL exceedances. As you know, the Regional Board is basing compliance on in-stream monitoring, which is contrary to federal stormwater regulations and a recent Supreme Court decision. All things being equal, it is easier to comply with TMDLs based on outfall monitoring rather than in-stream monitoring.

¹The City has the option of participating in an Enhanced Watershed Management Plan (EWMP) with the County or City of Los Angeles. However, if the City elects to participate in this alternative it will be required to enter into an MOU whereby no City can exit the agreement without permission from other permittees. It will be required to contract with Larry Walker & Associates (LWA), the consultant chosen by the County and City. The cost to do the EWMP and monitoring plan is estimated to be between \$1.4 and \$2 million. The share of cost will be based on the number of participating cities and their land area. In any case, the share is expected to be in the hundreds-of-thousands of dollars range. It is doubtful that many cities will choose this option.

#9.

Task 1.1	Prepare staff report recommending participation in a Watershed Management Plan (WMP) or Enhanced Watershed Management Plan (EWMP) to include the cities of Carson, Gardena, and Compton to address TMDLs for Dominguez Channel no later than April, 2013.	\$ 500.00
Task 1.2	Attend City Council Meeting to present recommendation to participate in either an EWMP or a WMP no later than April 2013.	\$ 375.00
Task 1.3	Prepare Notice of Intent (NOI) announcing to the Regional Board the City's intent to participate in either an EWMP or a WMP with other South Bay cities no later than May 28, 2013. The NOI will make clear that the WMP/EWMP will comply with California Water Code Section 16100 which governs watershed management plans. The NOI shall be submitted to the Regional Board no later than June 21, 2013.	\$1,000.00
Task 1.4	Revise if necessary MOU based on Regional Board comments	\$ 750.00
Task 1.5	Prepare EWMP or WMP for Submittal to Regional Board by December 28, 2013	\$10,000.00
	Sub-total	\$12,625.00
Task 2.0	Monitoring and Reporting	
Task 2.1	Provide assistance to City Attorney in developing a memorandum of understanding (MOU) committing participating South Bay cities to a Coordinated Integrated Monitoring Program (CIMP) and non-City specific BMPs. MOU shall be submitted to the City Attorney no later than April 28, 2013. MOU shall be submitted to the Regional Board no later than June 28, 2013.	\$ 500.00
Task 2.2	Using GIS, develop a map illustrating the City's storm drain system, including catch basins and outfalls and manhole points upstream of them (no later than June 28, 2013).	\$ 375.00
Task 2.3	Identify "representative" outfall or upstream manhole for non-storm water and stormwater sampling and analysis (no later than June 28, 2013) – requires GIS review of storm drain and field reconnaissance to verify locations.	\$1,000.00
Task 2.4	Conduct visual observation of non-stormwater at the manhole to detect flowing discharges once a month. If flow is observed, take grab sample for analysis.	\$ 750.00

Task 2.5	Prepare monthly reports to the City on observations and any grab sample results relative to metals and nutrients TMDLs as ambient standards, based on Regional Board Surface Water Ambient Monitoring Program results.	\$3,000.00
Task 2.6	Conduct stormwater grab samples from representative outfalls (manholes) at least three times during wet season (October 1 to April 30), with at least one month in between. Sampling period shall commence during the first significant and eligible storm event of wet season and continue until the end of the season. Sample analytes will include nutrients, toxics, and other pollutants specified in federal stormwater regulations. Task also includes laboratory analysis.	\$5,000.00
Task 2.7	Prepare and submit stormwater monitoring results to City staff for subsequent submittal to the Regional Board	\$2,000.00
Task 2.8	Prepare report to the City describing compliance with water quality standards and/or any exceedances, what may caused or may have caused them, and what BMP actions should be taken, if any.	\$1,000.00
	Sub-total	\$13,625.00
Task 3.0	Training	
Task 3.1	Provide training on new permit requirements, including (1) differences between the old MS4 permit and new permit; and (2) 6 minimum control measures. Includes Power Point presentation and hand-outs. Task shall be completed by June 30, 2013.	\$2,000.00
Task 3.2	Provide training to Corporate Yard personnel based on Stormwater Pollution Prevention Plan (SWPPP). Training will be done in the classroom and in the field (yard) and will include two sessions.	\$2,000.00
	Sub-total	\$4,000.00
Task 4.0	Annual Report Preparation (in re: implementation of stormwater quality management program requirements during FY 2012-2013). To be completed by August 31, 2013.	\$5,000.00
	Sub-total	\$5,000.00

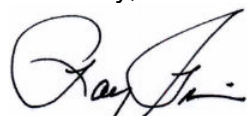
#9.

Task 5.0	Meeting Attendance (scheduled and unscheduled), includes but is not limited to watershed, EAC, City staff, Regional Board, and State Board. On-going during FY 2013-2014	\$8,000.00
	Sub-total	\$8,000.00
Task 6.0	Negotiations with Regional Board. This task will be required if the recently adopted permit is returned to the Regional Board for corrections, based on complaints specified in the City's petition challenging the permit. On-going during FY 2013-2014.	\$1,000.00
	Sub-total	\$1,000.00
Task 7.0	Updates and Other Written communication to the City and Other Parties. On-going during FY 2013-2014.	\$8,000.00
	Sub-total	\$8,000.00
Task 8.0	Document Review (correspondence, memoranda, plans, judicial and administrative decisions, etc.). On-going during FY 2013-2014.	\$2,000.00
	Sub-total	\$2,000.00
Task 9.0	Document Preparation (other than the Annual Report), including requests for information from regulatory agencies, response to Requests for Information, memoranda and correspondence to regulatory agencies and the City regarding compliance and other matters.	\$5,000.00
	Sub-total	\$5,000.00
Task 10.0	Review and Comment on Memorandum of Understanding with Private Community Water Systems (requires identifying private water providers and specifying requirements for discharging non-stormwater to the City's MS4). Task will be on-going until completed by June 28, 2013.	\$ 500.00
	Sub-total	\$ 500.00
Task 11.0	Advocacy/Problem Resolution	
Task 11.1	Negotiate with Regional Board revisions to the MS4 permit if petition is successful or if State Board or CalEPA issues a state-wide legal memorandum directing all Regional Boards to comply with Supreme Court decision in LACFCD v. NRDC.	\$1,000.00

Task 11.2	Work with legal counsel in filing action with State and/or Federal Court to enjoin the Regional Board from requiring compliance in the receiving water using the Supreme Court decision as legal authority	\$ 500.00
Task 11.3	Respond to possible petition rejection, including working with City Attorney to prepare legal complaint in State Court	\$1,000.00
Task 11.4	Work with local electeds, State electeds, COGs, Southern California Stormwater Coalition to advocate amendments to the California Water Code to require State and Regional Boards to comply with applicable federal and state law including: determining compliance in the discharge at the outfall measured against ambient standards in the receiving water; prohibit non-stormwater discharges to the MS4 (not through or from it); require a compulsory iterative process; and require only BMP type water quality based effluent limits WQBELs) and only require numeric WQBELs if deemed necessary by the State legislature.	\$ 500.00
Task 11.5	Identify problems with MS4 permit regarding conflicts, clarity, and omissions and meet with Regional Board stormwater staff and Board members to resolve them (through a re-opener)	\$ 500.00
	Sub-total	\$3,500.00
Task 12.0	Implement minimum control measures through the SWMP	\$12,000.00
	Sub-total	\$12,000.00
	Tasks 1 through 12	\$73,250.00

Thank you for giving **TECS Environmental** the opportunity to offer its services to the City of Compton. Should you have any questions, please call me.

Sincerely,



Ray Tahir

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 TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE PROGRAM SERVICES

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

4/22/2013 9:56:41 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

5/1/2013 10:36:52 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

4/24/2013 11:45:17 PM
DATE

G. Harold Duffey
CITY MANAGER

4/22/2013 5:35:00 PM
DATE

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

May 7, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W. C. KAU, P.E., INTERIM DIRECTOR OF PUBLIC WORKS / MUNICIPAL UTILITIES

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 GEO-ENVIRONMENTAL, INC. TO PROVIDE GEOTECHNICAL INVESTIGATION AND MATERIALS TESTING FOR THE PROPOSED IMPROVEMENTS FOR ORIS/WINONA (CIP #09-07) AND WILLIAMS ALLEY PROJECT (CIP #09-09)

SUMMARY

This resolution authorizes the City Manager to enter into an agreement and issue a purchase order to Geo-Environmental, Inc. (GEI) to provide geotechnical investigation and materials testing services for the proposed improvements for the unimproved alleyway segment west of Willowbrook Avenue bounded by Oris Street on the north and Douglas Street on the south; and the unimproved alleyway segment bounded by McMillan Street on the north and Rosecrans Avenue on the south, and includes the east-west segment between Williams Street and Gibson Avenue (Attachments 1 & 2).

BACKGROUND

The unimproved alleyways have caused public inconvenience for area residents, and created maintenance problems for the City. To provide proper improvements for the alleyways, geotechnical investigation is required to determine the existing soil conditions, and acquire recommendations for design of the pavement structural section and special treatments/strategies (as-needed) for pavement construction.

In February 2013, the Public Works staff solicited proposals from the following qualified Soil Engineers:

<u>Consultants</u>	<u>Amount</u>
Leighton Consulting, Inc.	\$5,800
Geo-Environmental, Inc.	\$4,990
LaBelle-Marvin, Inc.	No-response

GEI's background includes working on numerous projects involving street and road design. For roads, GEI provides recommendations related to subgrade preparation, pavement design, geotextile fabric, glass grid, overlay of conventional asphalt and rubber asphalt and full depth reclamation techniques.

The services to be provided include a site visit by GEI to evaluate the existing condition of the unimproved alleyways, medians, curbs, gutters, driveway approaches, and sidewalks. The geotechnical investigation will include collection of bulk and undisturbed soil samples from the

sites, laboratory testing, engineering analyses, and preparation of a report presenting recommendations for the improvements planned for the alleyway segments. The scope of each investigation will consist of five (5) tasks:

1. Data review/coordination
2. Field investigation
3. Laboratory testing
4. Engineering analyses
5. Report preparation

Staff recommends the services and responsive proposal for the subject project submitted by Geo-Environmental, Inc., in the amount of \$4,990.

Construction documents have been previously prepared which include the construction plans, plans for drainage, and the project specifications. The geotechnical analysis will provide information the necessary information to modify the plans to yield a satisfactory structural pavement section with the anticipated service life of 20 years.

STATEMENT OF THE ISSUE

The Public Works Department is requesting the City Council authorize the City Manager to enter into a service agreement and issue a purchase order to Geo-Environmental, Inc. for the proposed improvements of the Alleyway segment geotechnical investigation services in the amount of \$4,990.00. The term of this Agreement will be from the date of the execution of this contract through June 30, 2013, unless terminated. Services will be completed within twenty (20) working days after receipt of the Notice to Proceed.

FINANCIAL IMPACT

The funds are located in the Public Works 2012-2013 Fiscal Year Budget in Account No. 2300-71-0000-4262 (Other Professional Services) in amount not to exceed \$4,990 (Four Thousand Nine Hundred and Ninety Dollars). The account balance as of this writing is \$57,571.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

GLEN W. C. KAU, P.E.

INTERIM DIRECTOR OF PUBLIC WORKS

G. HAROLD DUFFEY

CITY MANAGER

GHD:GK: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 GEO-ENVIRONMENTAL, INC. TO
PROVIDE GEOTECHNICAL INVESTIGATION AND MATERIALS TESTING
FOR THE PROPOSED IMPROVEMENTS FOR ORIS/WINONA (CIP #09-07)
AND WILLIAMS ALLEY PROJECT (CIP #09-09)**

WHEREAS, this resolution authorizes the City Manager to enter into an agreement and issue a purchase order to Geo-Environmental, Inc. (GEI) to provide geotechnical investigation and materials testing services for the proposed improvements for the unimproved alleyway segment west of Willowbrook Avenue bounded by Oris Street on the north and Douglas Street on the south; and the unimproved alleyway segment bounded by McMillan Street on the north and Rosecrans Avenue on the south, and includes the east-west segment between Williams Street and Gibson Avenue (Attachments 1 & 2); and

WHEREAS, the unimproved alleyways have caused public inconvenience for the area residents, and generate maintenance problems for the City; and

WHEREAS, to provide proper improvements for the alleyways, geotechnical investigation is required to determine the existing soil conditions, and acquire recommendations for design of the pavement structural section and special treatments/strategies (as-needed) for pavement construction; and

WHEREAS, in February 2013, the Public Works staff solicited proposals from the following qualified Soil Engineers:

Consultants	Amount
Leighton Consulting, Inc.	\$5,800
Geo-Environmental, Inc.	\$4,990
LaBelle-Marvin, Inc.	no-response; and

WHEREAS, GEI's background includes working on numerous projects involving street and road design. For roads, GEI provides recommendations related to subgrade preparation, pavement design, geotextile fabric, glass grid, overlay of conventional asphalt and rubber asphalt and full depth reclamation techniques; and

WHEREAS, the services to be provided include a site visit by GEI to evaluate the existing condition of the unimproved alleyways, medians, curbs, gutters, driveway approaches, and sidewalks; and

WHEREAS, the geotechnical investigation will include collection of bulk and undisturbed soil samples from the sites, laboratory testing, engineering analyses, and preparation of a report presenting recommendations for the improvements planned for the alleyway segments; and

WHEREAS, the scope of each investigation will consist of five (5) tasks: 1) Data review/coordination 2) Field investigation 3) Laboratory testing 4) Engineering analyses 5) Report preparation; and

WHEREAS, staff recommends the services and responsive proposal for the subject project submitted by Geo-Environmental, Inc., in the amount of \$4,990; and

WHEREAS, the funds are located in the Public Works 2012-2013 Fiscal Year Budget in Account No. 2300-71-0000-4262 (Other Professional Services) in amount not to exceed \$4,990.

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

SECTION 1. That the City Council authorize the City Manager to enter into a service agreement and issue a purchase order to Geo-Environmental, Inc. for the for the proposed improvements of the Alleyway segment geotechnical investigation services in the amount of \$4,990.00.

SECTION 2. That the term of this Agreement will be from the execution of this contract through June 30, 2013, unless terminated. Services will be completed within twenty (20) working days after receipt of the Notice to Proceed.

SECTION 3. That a purchase order is authorized to issue to Geo Environmental, Inc. in an amount not to exceed \$4,999.00 (Four Thousand Nine Hundred and Ninety Nine Dollars) for services rendered in Fiscal Year 2012-2013.

SECTION 4. That funds have been allocated in Account No. 2300-71-0000-4262.

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

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

ADOPTED this _____ day of _____, 2013.

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 _____, 2013.

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



GEO-ENVIRONMENTAL, INC.

Caltrans Certified
DBE Firm

February 6, 2013

Hien Nguyen, P.E.
Assistant City Engineer
City of Compton Department of Public Works
500 N. Alameda Street, East
Compton, California 90220

Subject: Geotechnical Investigation and Materials Testing Services
Proposed Williams Avenue and Oris Street Alleys Paving Project
Williams Avenue Alley between Rosecrans Avenue and McMillan Street
Oris Street Alley between Douglas Avenue and Oris Street
City of Compton, Los Angeles County, California

GEI Proposal No. 13-010 (Revised)

Dear Mr. Nguyen:

In response to your request, Geo-Environmental, Inc. (GEI) is pleased to present this proposal to provide geotechnical investigation and materials testing services for the proposed paving improvements along Williams Avenue and Oris Street alleys in the City of Compton, County of Los Angeles, California. This proposal is in response to your email received yesterday and a review of the plans showing the locations of the proposed alleys improvements.

1.0 SCOPE OF GEOTECHNICAL INVESTIGATION SERVICES

GEI proposes to perform a geotechnical investigation on the alley segments to determine the conditions of the existing pavement, base course, sub-base course, and subgrade soils, and provide recommendations for pavement structural section design and special treatments/strategies for pavement construction. The investigation will include a site visit by a representative of GEI to evaluate the existing condition of the pavement, medians, curbs, gutters, driveway approaches, and sidewalks. Additionally, the geotechnical investigation will include collection of bulk and undisturbed soil samples from the sites, laboratory testing, engineering analyses, and the preparation of report presenting recommendations for the improvements planned at the project alley segments. The scope of each investigation will consist of five (5) tasks: (1) data review/coordination, (2) field investigation, (3) laboratory testing, (4) engineering analyses, and (5) report preparation. These tasks are briefly described below.

Task 1 – Data Review/Coordination – Available geotechnical and geological data regarding the project sites and surrounding areas will be reviewed to assess the expected soil conditions at the sites. The data review will include the review of published geologic maps and grading reports for the site and other

2691 Richter Avenue • Suite 127 • Irvine, California 92606-5125

Tel. (949) 263-8334 • Fax (949) 263-8338

An Equal Opportunity Employer

geotechnical data contained in our in-house files, and in City/County files. City records to be reviewed will include any existing improvement plans, topographic data, maps, as-constructed drawings, utility plans, reports, aerial photographs, and other pertinent information necessary for the project. At least two (2) working days before the fieldwork, GEI will obtain all necessary state, federal, local, and other permits and licenses as necessary.

Task 2 – Field Investigation – The field investigation will consist of two (2) parts: a site reconnaissance and a subsurface exploration. The site reconnaissance will include examination of the project sites to evaluate existing improvements, and gain familiarity with the sites and specific pavement conditions, especially potential construction areas. The reconnaissance will include examination of the condition of the pavement, and determination of any damaged, raised, or sunken curbs, gutters, sidewalks, curb returns, driveway approaches, or other needed concrete improvements within the public right-of-way. Results of the site reconnaissance will be used to select the boring locations for the proposed subsurface exploration. The boring locations will be marked in white and Underground Service Alert (USA) will be notified for coordinating with utility companies to locate and field-mark existing substructures. The markings provided by USA will be used to ensure the protection of any identified existing utilities. Following the notification to USA, the field investigation will be performed.

The field investigation will include exploration of the sites to secure undisturbed and bulk soil samples for laboratory analysis of the subgrade soils supporting the pavement sections. The borings will be hand-augered by utilizing either a 6-inch or an 8-inch diameter auger attached to mechanical equipment. The soils borings will be drilled to a maximum depth of 5.0 feet below the existing ground surface or to the depth of refusal. *The depth of the proposed borings may change depending on the materials encountered during the field investigation.* The boreholes will be backfilled with soil cuttings generated from the same borings, compacted to approximately 90% relative compaction, and patched with cold asphalt immediately after the final soil samples are retrieved.

Geologic log of boring activities exhibiting soil classification of each stratum in accordance with the Unified Soil Classification System (USCS), ASTM 2487-93, will be prepared by a representative of GEI. The logs will include all pertinent information regarding the existing structural sections, including existing AC and PCC improvements, boring depth and location, sample collection depth, USCS group name, USCS group symbol, color as determined by Munsell Soil Color Charts, grain size distribution, plasticity index, moisture content and dry density of drive samples, the elevation of the water table (including the depth of saturated soil or groundwater) if encountered, and caving potential and/or sloughing conditions. During hand-augering, the classifications, thicknesses, and material types of any existing subgrade soils, AC, overlay, PCC, AB, and fabric or other interlayers will be noted.

Undisturbed drive samples will be collected at approximately 2.5 feet below the existing ground surface during hand-augering operations; additional drive samples will be taken at changes in lithology or if unusual conditions are encountered. Relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 35-pound hammer falling at variable heights. The number of successive drops of the driving

weight (blows) required for one (1) foot of penetration will be shown on the boring logs. Bulk samples from soil cuttings generated during the hand-augering activities will be collected at depths up to approximately 5.0 feet below the existing ground surface, and placed in plastic bags. The samples from the borings will be tested in the laboratory as described in Task 3.

Task 3 – Laboratory Testing – Disturbed bulk and relatively undisturbed drive soil samples collected during the proposed field investigation will be examined in the laboratory to confirm field classifications. Selected samples from the borings will be tested to help evaluate engineering properties of the subsurface soils, including in-situ moisture content and dry density, classification testing including grain-size distribution and expansion/plasticity characteristics, corrosion potential, and R-Value. The numbers and types of tests will depend upon the soils encountered and the planned improvements at the sample location. Results of all laboratory testing performed on bulk and drive samples of the subsurface soils will be included in the appendix of the engineering report prepared for the project alley segments. The proposed laboratory-testing program is outlined in Table No. 1 attached to this proposal.

Task 4 – Engineering Analysis – Engineering analyses will be performed upon completion of the laboratory testing. Results from the field and laboratory testing, site reconnaissance, and GEI's experience will be the basis for the engineering analyses. GEI will provide engineering conclusions and recommendations for the following:

- *Characteristics and extent of the subsurface materials encountered;*
- *Suitability of the onsite soils for use as fill material;*
- *Thickness and competence of existing fill, if any;*
- *Nature of bedrock, if encountered;*
- *Presence of groundwater or seepage (groundwater table depth, if encountered);*
- *Removal of loose or undesirable material;*
- *Pavement structural section design; and*
- *Site preparation for the proposed construction.*

Task 5 – Report Preparation – A pavement evaluation geotechnical engineering letter report will be prepared at the conclusion of the investigation. The report will describe GEI's purpose, methods and procedures used to conduct the field exploration (including sampling collection methods), investigation findings (soil characteristics), geotechnical engineering conclusions/recommendations regarding appropriate construction methods, recommendations, and supporting laboratory testing procedures and results. The letter report will provide pavement design parameters, compaction requirements, subgrade preparation, and treatment recommendations for wet, unsuitable, and/or saturated conditions. It will also provide the depths and estimated quantity of needed over-excavation. The report will provide complete information regarding the thicknesses of the existing AC and AB, plasticity characteristics and grain-size distribution of the subgrade soil, and recommendations for the planned improvements at the project

sites. The engineering letter report will include a typed geologic boring logs, a geotechnical laboratory report, a site location map, a boring location map, and other pertinent data and information. All referenced geotechnical reports used in the preparation of the report will be listed in the appendix. One (1) wet-signed bound copy and one (1) black and white Portable Document Format (PDF) version of the final letter report will be submitted.

1.1 Fee Estimate

The geotechnical investigation can be completed for the estimated not-to-exceed fee presented in Table No. 1. *The fees shown includes work only for the proposed geotechnical investigation on the alley segments, and do not include any additional consultation or post-design services (including geotechnical observation and materials testing services).* The fee estimate as attached is based on the following assumptions:

- *TIs based on average daily traffic volumes will be provided;*
- *Draft reports will not be provided;*
- *Access to the site is provided with no fee;*
- *Expenses for all required permits from affected agencies will be reimbursed or the permits will be provided with no fee;*
- *All field employees will be compensated with the applicable prevailing wage;*
- *The site is accessible to the field equipment listed in Task 2 during normal working hours (8:00 a.m. to 5:00 p.m.) on weekdays (Monday through Friday);*
- *No fieldwork will be performed during the evening (5:00 p.m. to 8:00 a.m.) or on weekends (Saturday and Sunday);*
- *No unusually hard or other unforeseen ground conditions are encountered;*
- *Soil borings can be backfilled and cold patched with AC;*
- *Excess soil cuttings may be left onsite; and*
- *Soil and groundwater are not contaminated.*

1.2 Completion Schedule

Mobilization can be accomplished within two (2) days of receiving the authorization to proceed. The data review will begin immediately upon receipt of the notice to proceed and will require one (1) day to complete. The field investigation will begin after the data review has been completed and will require one (1) day to complete. The laboratory testing will be completed within five (5) days of the completion of the field investigation. We anticipate that a letter report will be issued within five (5) days of the completion of the laboratory testing.

2.0 SCOPE OF OBSERVATION AND MATERIAL TESTING SERVICES

The City needs a geotechnical firm to provide Caltrans certified inspection and materials testing services during the construction to inspect and approve the excavations, and ensure that all backfill and fills are compacted in accordance with project specifications. In areas where new pavement sections are required, GEI's geotechnical observation and material testing services will include the backfilling and compaction testing of subgrade, aggregate base (AB), and asphalt concrete (AC). GEI will closely monitor compaction procedures, materials used during the construction, and other necessary test results. GEI will perform all pertinent testing on materials in the laboratory for the verification for the required compaction level. GEI will require the Contractor to provide corrective measures to achieve compliance. GEI's field personnel will also perform inspection and testing of areas where Portland cement concrete (PCC) is poured for the alleys improvements. This task will require the performance of slump testing in the field, as well as collection of concrete cylinders and testing in the laboratory to verify the project specifications for the required 7-day, 14-day, and 28-day concrete strengths. All certification will be performed by GEI's Registered Civil Engineer.

GEI's services will include a sampling and testing program that will provide assurance that the materials and workmanship incorporated into the project are in conformance with the contract specifications. GEI will perform materials testing to determine the degree of compliance with contract requirements through sampling, testing, and inspection. GEI will ensure the project is constructed in accordance with the approved construction documents, City Standard Plans, Caltrans Standard Specifications, the Public Work Inspector's Manual, and the latest edition of the American Public Works Association's (APWA's) "Standard Specifications for Public Works Construction" ("Green Book"), including supplements. GEI's material testing will conform to all Caltrans requirements, those of the LAPM, the Caltrans Construction Manual, and the contract documents.

2.1 FIELD OBSERVATIONS AND MATERIALS TESTING

- 2.1.1. **Evaluation of excavation:** GEI's Caltrans Certified Technician will inspect and evaluate the excavation of trenches to ensure that the excavations for the proposed pavement sections have exposed competent material at the bottoms for the placement of the utilities following the placement of the approved bedding material. The trench bottoms will be inspected prior to placement of bedding material to ensure that a firm and unyielding subgrade is exposed. If the subgrade is loose or unstable, GEI's Caltrans Certified Technician will verify that the unsuitable soil is over-excavated and replaced with compacted material. If excavations result in exposure of saturated, incompetent material at the bottom, proper remediation measures will be recommended.
- 2.1.2. **Evaluation of material to be used as bedding:** Soils used for bedding will be inspected and tested prior to the backfilling of trenches for the installation of utility lines. GEI's Caltrans Certified Technician will collect samples of the proposed bedding material and deliver them to the materials laboratory. Appropriate testing will be performed to verify that the bedding

is sand, gravel crushed aggregate, or free-draining granular material having a sand equivalent (SE) of 30 or more. GEI's Caltrans Certified Technician will verify that the bedding is placed on a firm and unyielding subgrade so that the pipes are supported for the full length of the barrel. GEI's Caltrans Certified Technician will ensure that the bedding is placed uniformly on each side of the pipe and compacted to at least 90 percent relative compaction in accordance with American Society for Testing and Materials (ASTM) D1557-12. The Contractor will be monitored to ensure that the bedding placement conforms to the Green Book.

- 2.1.3. **Evaluation of earth material to be used as fill:** No fill material will be placed until approved by GEI. GEI's Caltrans Certified Technician will collect samples of the proposed fill material and deliver them to the materials laboratory. Appropriate testing will be performed to determine the appropriate placement method for the fill material and if the fill material meets project specifications. GEI's Caltrans Certified Technician will verify that the backfill is placed in loose lifts not exceeding 8.0 inches in thickness and conditioned to near optimum moisture content or as noted in the project specifications.
- 2.1.4. **Evaluation of compaction procedures:** GEI's Caltrans Certified Technician will evaluate the compaction procedure for the backfill of trench excavations to ensure that the project specifications have been followed (appropriate thickness of lift, proper compaction method, etc.). Similar evaluations will be performed for the subgrade and AB for the alleys pavement sections. If hand-directed mechanical tampers are used for compaction, GEI's Caltrans Certified Technician will ensure that the loose lift thickness do not exceed 6.0 inches.
- 2.1.5. **Testing of compaction, moisture content, etc.:** GEI's Caltrans Certified Technician will conduct compaction testing by Sand Cone Test Method (ASTM D1556) and/or Nuclear Method (ASTM D 6938-08a) to determine the relative compaction of the fill material. At least one (1) compaction test will be conducted every 150 lineal feet of trench and at 6-inch to 8-inch average intervals in backfill. Sufficient testing will be performed within the subgrade of the pavement section, as well as in the AB to verify compliance related to the relative compaction requirements contained in the project specifications. GEI's Caltrans Certified Technician will verify that backfill is compacted to a minimum relative compaction of 90 percent in accordance with ASTM D1557-09 and that the upper 6.0 inches of subgrade below pavement and all AB is compacted to at least 95 percent relative compaction. The density of the AC (as well as the temperature) will be checked at the time of its placement during the construction of pavement sections. The density of AC materials will be tested by nuclear gauge every 250 feet of paved roadway. Compaction test sites will be confirmed by the City Inspector who will be present when the testing is performed.
- 2.1.6. **Concrete testing and inspection:** GEI will review the PCC mix design and provide consultation to City representatives for approval of the mix for the project. GEI's Caltrans Certified Technician will inspect the pouring of PCC on forms (types, size, quality, and strength) to ensure construction is according to design. The inspector will observe surfaces where the concrete is to be placed, the design mix, the hauling time from the batch plant to the job site, the segregation or loss of ingredients, the equipment used in conveying and

depositing concrete, the slump, the temperature, and all other properties of concrete per County standards. PCC delivered to the project site with a water content and/or slump greater than that specified in the mix design will be rejected by GEI's Engineering Technician. Concrete samples will be collected and tested for 7-day, 14-day, and 28-day compressive strengths. One (1) cylinder will be held on reserve.

- 2.1.7. **Asphalt testing and inspection:** GEI will review AC mix designs and provide assistance as requested with respect to qualifying the equipment and process of AC production for the Contractor prior to construction. GEI's Caltrans Certified Technician will inspect the placement of AC for pavement sections to ensure that construction is proceeding according to design. The inspector will observe surfaces where AC is to be placed, the design mix, the hauling time from the batch plant to the job site, the segregation or loss of ingredients, the equipment used in conveying and depositing, the lay-down operation, field-density, and all other properties of AC per ASTM standards/specifications. GEI will obtain representative wet samples for laboratory analysis. GEI's Caltrans Certified Technician will be present at the plant on the first morning of production to establish project parameters with technicians and supplier staff.

During the progress of our work, GEI's field staff will prepare daily field observation reports and progress pictures. A copy of the reports will be submitted to the City Inspector on a daily basis. The reports will include written summaries of the days' activities, materials and equipment used, summaries of all field-testing performed, and listings of outstanding failing tests that have not been reworked/retested. In addition, the locations of all field-density testing taken during the project will be plotted on a set of plans that is maintained by technicians. The Contractor will be asked not to place any material that does not meet project specifications. The testing time and the associated fees can be minimized by proficient and timely work by the Contractor and by coordination among the Project Superintendent, the City Inspector, and GEI engineers and technicians. *When a larger number of tests are scheduled at a time, greater efficiency can be achieved, resulting in lower overall fees. However, GEI's testing and inspection duration is totally dependent on the progress of work by the Contractor.*

The inspections, observations, and testing will be provided after the pregrade meeting and the commencement of construction activities, and will continue until all components associated with the improvements have been achieved in accordance with the project specifications. GEI's technicians will be present at the site on all days when the geotechnical observations, inspections, and testing are needed, and will spend an appropriate amount of time in the field commensurate with the testing requirements.

2.2 LABORATORY TESTING

GEI will utilize its Caltrans certified laboratory for materials testing. Testing will be performed by GEI's Caltrans certified materials laboratory that has been certified to perform all of the required tests. The test results will be used to ensure that all materials incorporated into the project comply with the contract specifications. Testing methods will be in accordance with the CT Methods or ASTM methods as specified in the contract specifications. Sample locations and frequencies will be in accordance with

the contact specifications. The following testing will be conducted in GEI's Caltrans certified materials laboratory to determine the engineering characteristics of the subgrade soils, AB, and PCC:

- 2.2.1. *Classification and Index Testing:*
 - i. Sand Equivalent – CT217 or ASTM D2419
 - ii. Atterberg Limits (LL&PL) – ASTM D4318-D84 or CT204
 - iii. Grain Size Analysis – ASTM D422
- 2.2.2. *Compaction Testing:*
 - i. Max. Density/Opt. Moisture – ASTM D1557 (Method C)
- 2.2.3. *Concrete/Grout/Mortar Testing:*
 - i. Compression Test (6" x 12" incl. Hold) per Cylinder – ASTM C39

2.3 TECHNICAL MANAGEMENT

GEI's Senior Project Engineer or Geologist will provide project coordination, technical support, and management during the project. This will include work scheduling and the review of the project geotechnical reports, plans, and specifications. Additionally, GEI's Senior Project Engineer or Geologist will attend all preconstruction meetings, biweekly construction progress meetings, field meetings to resolve field issues, and other coordination meetings to assure the City that all work being performed is in accordance with the approved plans and specifications. After consulting with the Principal Engineer, he will provide guidance and recommendations to the field staff. GEI's Caltrans Certified Technician will implement all of the decisions made during the construction meetings. The field compaction procedures will be evaluated and recommendations will be made where appropriate.

2.4 REPORT PREPARATION

GEI will prepare a final report that will summarize all of the work performed on the project. The report will include our observations during construction, results of our field and laboratory testing, and a conclusion as to the project's compliance with the contract plans and specifications. The report will include a chart showing the tests taken and shall include reference information (test number, approximate station, approximate depth, etc.), testing data (density, moisture, etc.), and qualitative information (pass/fail, retest number, etc.). One (1) wet-signed bound copy and one (1) black and white Portable Document Format (PDF) version of the final report will be submitted.

2.5 ASSOCIATED FEES

GEI will provide its geotechnical observation and material testing services for the above referenced project on a time and material basis in accordance with the estimated fees as presented in the attached fee estimates (Tables 2 and 3). GEI's field staff will be provided on an on-call basis (with at least 24 hours notice, four (4) hour minimum charge per day).

Proposed Williams Avenue & Oris Street Alleys Paving Project
City of Compton, Los Angeles County, CA
GEI Proposal No. 13-010 (Revised)
February 6, 2013
Page 9

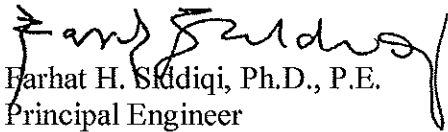
A flat fee will be charged for the preparation of the final report, which will include all work performed in the office by the Principal Engineer, Staff Engineer and Geologist, Drafter/CAD Operator, and clerks. The fee will not include the work performed in the field, which will be billed on an hourly rate as specified above. Costs for any additional reports required for this project will be negotiated with the City before preparation.

3.0 CLOSURE

We appreciate the opportunity to propose our services and look forward to working with you on this project. If you have any questions regarding this proposal or need further information, please do not hesitate to contact the undersigned at (949) 263-8334, extension 22, or Mr. Roberto C. Flores at extension 28.

Very truly yours,

Geo-Environmental, Inc.


Farhat H. Siddiqi, Ph.D., P.E.
Principal Engineer

Attachments: Professional Fee – Table No. 1 (Geotechnical Investigation Services)
Professional Fee - Table No. 2 (Construction Inspection & Materials Testing Services for Williams Ave. Alley)
Professional Fee - Table No. 3 (Construction Inspection & Materials Testing Services for Oris Street Alley)



GEO-ENVIRONMENTAL, INC.
Caltrans Certified
DBE Firm

TABLE NO. 1 PROFESSIONAL FEE

Williams Avenue and Oris Street Alleys Paving Project

City of Compton, Los Angeles County, California

Geotechnical Investigation Services

GEI Proposal No. 13-010 (Revised)

February 6, 2013

	Units (hrs.)	Unit Cost	Unit Total	Total
1. Project Management/Site Recon/Mark Borings/Interaction with Underground Service Alert/Permits				
Senior Project Engineer or Staff Geologist*	5	\$ 105.00	\$ 525.00	
Vehicle and Equipment (daily fee)	1	\$ 60.00	\$ 60.00	
Fees to obtain Business and Encroachment Permits**	0	\$ 200.00	\$ -	
Traffic Control Plan Prepared/Stamped by Licensed Traffic Engineer	0	\$ 3,000.00	\$ -	
			\$	585.00
2. Field Investigation [A total of 8 borings to a maximum depth of 5.0 feet below the existing ground surface]				
Engineering Technician (Prevailing Wage)*	8	\$ 80.00	\$ 640.00	
Senior Engineering Technician (Prevailing Wage)*	8	\$ 100.00	\$ 800.00	
Traffic Control Flaggers (Prevailing Wage) (daily fee)	2	\$ 60.00	\$ 120.00	
Drilling Supplies (daily fee)	1	\$ 100.00	\$ 100.00	
Vehicle and Equipment (daily fee)	1	\$ 60.00	\$ 60.00	
Cold Patch Asphalt	2	\$ 15.00	\$ 30.00	
			\$	1,750.00
3. Laboratory Testing				
Moisture Content & Dry Density (Ring) – ASTM D2937	8	\$ 15.00	\$ 120.00	
Grain Size Analysis – ASTM D422	2	\$ 80.00	\$ 160.00	
Atterberg Limits (LL&PL) – ASTM D4318-D84 or CT204	2	\$ 90.00	\$ 180.00	
Max. Density/Opt. Moisture – ASTM D1557 (Methods A & B)	2	\$ 130.00	\$ 260.00	
Expansion Index – ASTM D-4829-08	2	\$ 90.00	\$ 180.00	
Corrosion Package (So4, Cl, pH, Resistivity)	2	\$ 204.50	\$ 409.00	
R-Value (Untreated Soil) – CT301 or ASTM D2844	2	\$ 270.00	\$ 540.00	
			\$	1,849.00
4. Summarization of Data/Data Analysis/Report Preparation				
Principal Engineer & Geologist	1	\$ 155.00	\$ 155.00	
Senior Project Engineer & Geologist	3	\$ 105.00	\$ 315.00	
Staff Engineer & Geologist	1	\$ 85.00	\$ 85.00	
Drafter/CAD Operator	2	\$ 70.00	\$ 140.00	
Technical Word Processor	1	\$ 36.00	\$ 36.00	
Color Report Reproduction	1	\$ 50.00	\$ 50.00	
Black and White PDF Report	1	\$ 25.00	\$ 25.00	
			\$	806.00

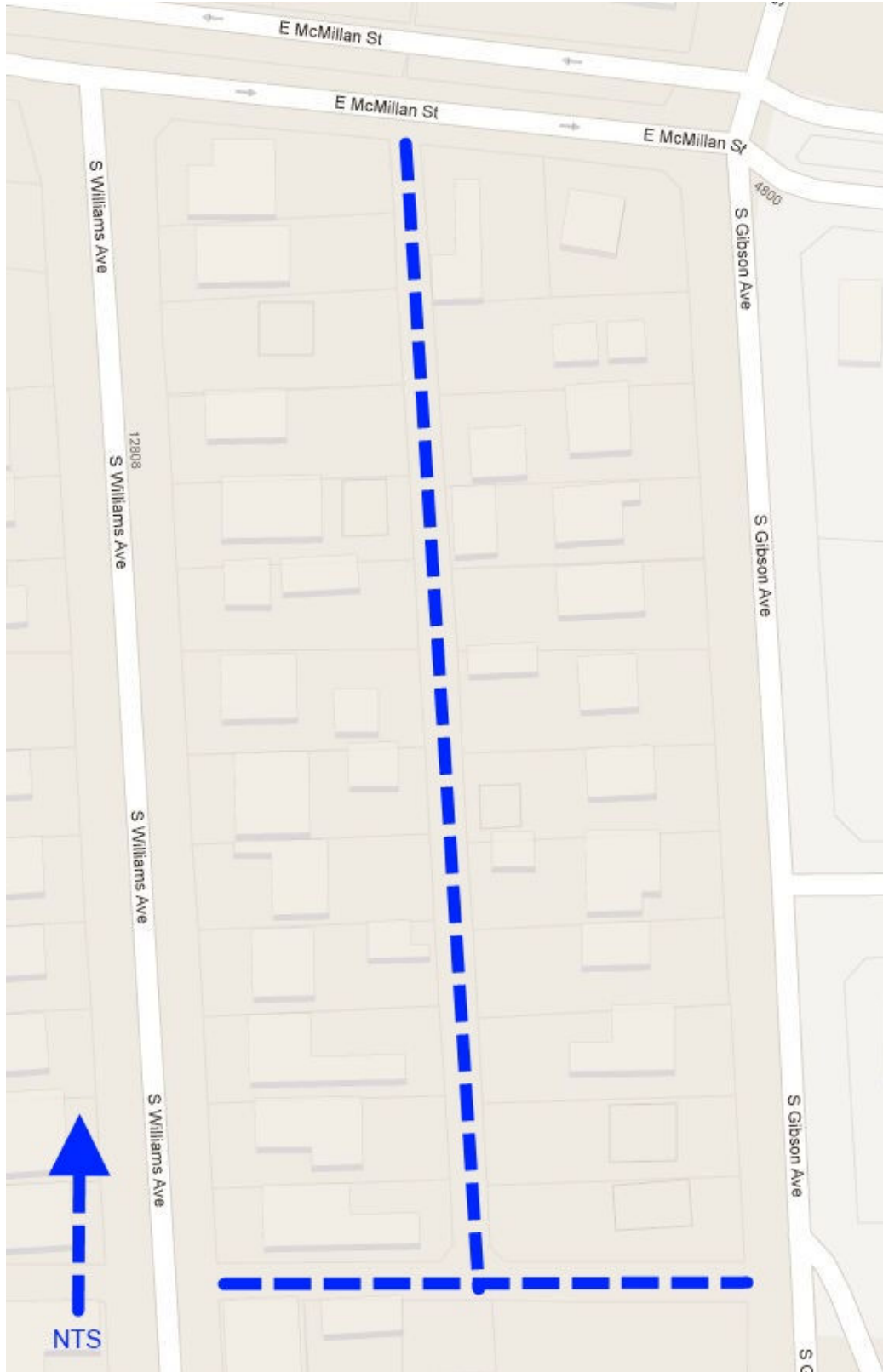
** The City will issue a no - fee permit for boring work

* Travel time and mobilization are included

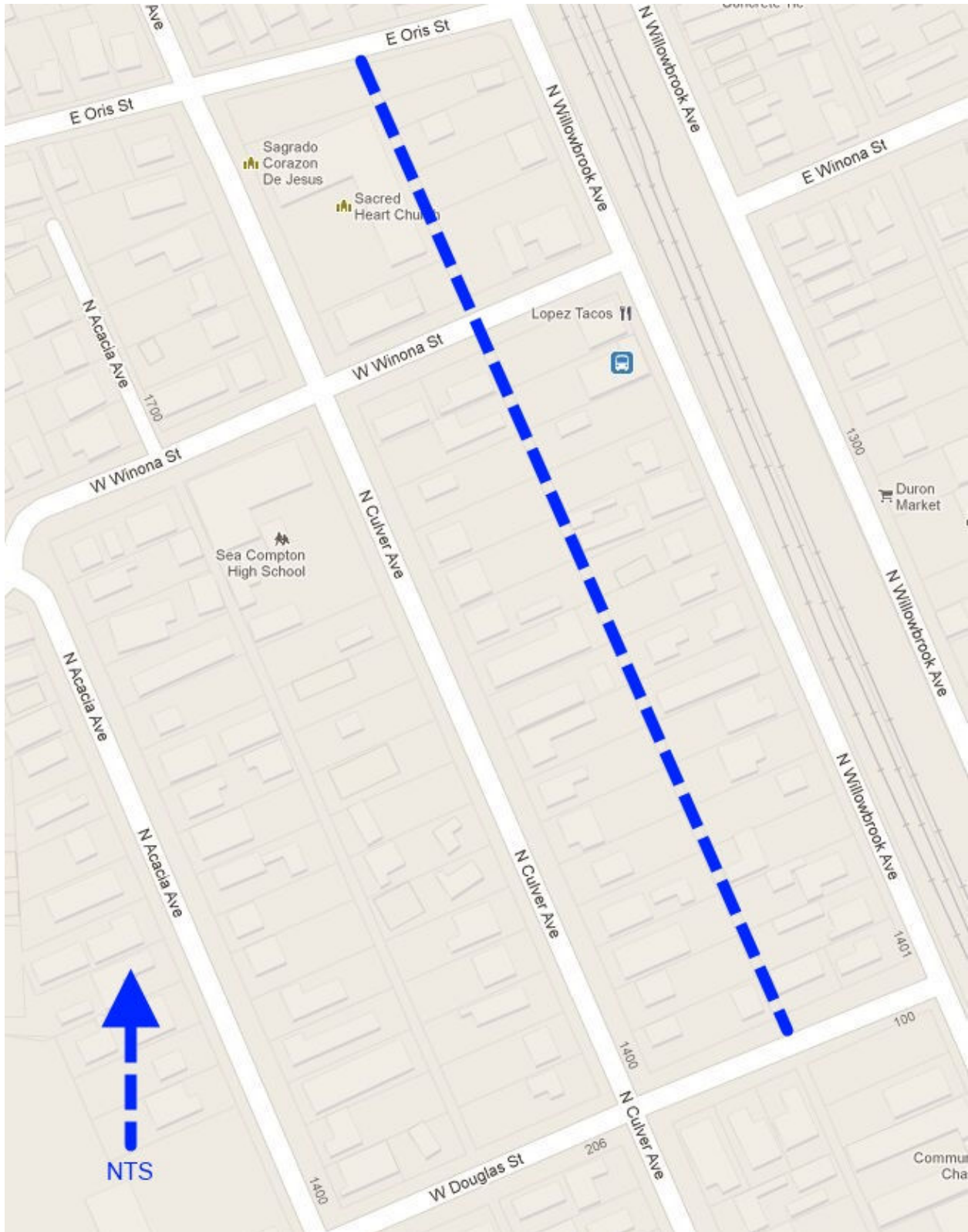
Not-to-Exceed Fee: \$ 4,990.00

NOTES:

- 1) Three borings for straight segment of each existing dirt alley (1 at middle, 1 at each end)
 - total of 3 borings on the Oris alley project (straight segment)
 - total of 5 borings on the Williams alley project (T segment)



Attachment 2: McMillan Street & Rosecrans Avenue Alleyway Project



Attachment 1: Oris Street & Douglas Street Alleyway Project

**MAINTENANCE AGREEMENT BETWEEN
CITY OF COMPTON
AND
GEO-ENVIRONMENTAL, INC**

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 **GEO-ENVIRONMENTAL, INC.**, (hereinafter referred to as "**CONTRACTOR**") located at 2691 Richter Avenue, Suite 127, Irvine, CA, 92606-5125.

WITNESSETH

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

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

SCOPE OF GEOTECHNICAL INVESTIGATION SERVICES:

- The construction will include a site visit by a representative of GEI to evaluate the existing condition of the pavement, medians, curbs, gutters, driveway approaches, and sidewalks.
- The geotechnical investigation will include collection of bulk and undisturbed soil samples from the sites, laboratory testing, engineering analyses, and the preparation of report presenting recommendations for the improvements planned at the project alley segments.
- The scope of each investigation will consist of five (5) tasks:
 1. Data review/coordination
 2. Field investigation
 3. Laboratory testing
 4. Engineering analyses
 5. Report preparation

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

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

CONTRACTOR agrees to be responsible for furnishing all said labor, materials, equipment,

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

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

2. TERM OF CONTRACT:

The term of this Agreement shall be from the execution date of this contract through June 30, 2013, unless this Agreement is terminated earlier as provided herein.

3. COMPENSATION:

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

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

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

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed and completed each fiscal year of this Agreement is limited to the sum of **Four Thousand Nine Hundred and Ninety Dollars (\$4,990).**

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

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

4. INDEPENDENT CONTRACTOR STATUS

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

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

5. SUCCESSORS, ASSIGNMENT AND DELEGATION

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

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES

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

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

7. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the **CITY** and the **Geo-Environmental, Inc.**, their officials, officers, employees, agents and volunteers (collectively hereinafter the “City”), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

any and all liability and expense including 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 **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

8. **INSURANCE:**

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

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

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

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

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

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

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

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

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

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

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

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

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

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

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

.d Identity of the insured(s).

9. PERMITS AND LICENSES

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

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

10. WARRANTIES

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

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

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

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

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

11. FEDERAL AND STATE WITHHOLDING TAXES

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

12. COMPLIANCE WITH LAW

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

13. WAIVERS

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

14. FORCE MAJEURE:

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

15. TERMINATION

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

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

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

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

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

16. AMENDMENTS

This Agreement may be modified or amended only 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.

17. GOVERNING LAW AND SEVERABILITY

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

18. CONTRACTOR's BOOKS AND RECORDS

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

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

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

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

19. EXAMINATION AND AUDIT

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

20. EXTENT OF AGREEMENT

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

21. NOTICES

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

TO CONTRACTOR:

**Geo-Environmental, Inc.
2691 Richter Avenue, Suite 127
Irvine, CA 92606-5125
(949) 263-8334 / (949) 263-8338 – fax
Attn: Farhat H. Siddiqu, Ph.D., PE,
Principal Engineer**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director of Public Works
(310) 605-5505
(310) 605-6326 – fax**

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

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

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

22. CERTIFICATIONS

CERTIFICATIONS OF CONTRACTOR

I, Farhat H. Siddiqi, **HEREBY CERTIFY** that I am the Principal Engineer, and duly authorized representative of the **CONTRACTOR** firm of **Geo-Environmental, Inc.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

#10.

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

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.

**Farhat H. Siddiqi, Ph.D., P.E.,
Principal Engineer**

(Date)

23. MISCELLANEOUS

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

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

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

**GEO-ENVIRONMENTAL, INC.
CONTRACTOR**

Dated: _____

By _____
Farhat H. Siddiqi, Ph.D., P.E. Principal Engineer

Service Agreement – Geo-Environmental, Inc.
Geotechnical Investigation Services
Resolution No. _____

CITY OF COMPTON
Recommended for Approval:

By _____
Glen W. C., P.E., (Interim) Director
Public Works & Municipal Utilities Department

Dated: _____

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

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 GEO-ENVIRONMENTAL, INC. TO PROVIDE GEOTECHNICAL INVESTIGATION AND MATERIALS TESTING FOR THE PROPOSED IMPROVEMENTS FOR ORIS/WINONA (CIP# 09-07) AND WILLIAMS ALLEY PROJECT (CIP# 09-09)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

4/22/2013 9:20:16 AM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

4/24/2013 3:09:18 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

4/24/2013 11:02:53 AM
DATE

G. Harold Duffey
CITY MANAGER

4/22/2013 5:28:09 PM
DATE

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

May 7, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W. C. KAU, P.E., INTERIM DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES/CITY ENGINEER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 23,707 AND AUTHORIZING THE
CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE LOS
ANGELES COUNTY FLOOD CONTROL DISTRICT AND RON'S
MAINTENANCE, INC. FOR CATCH BASIN CLEANING SERVICES**

SUMMARY

This Resolution rescinds Resolution No. 23,707 and authorizes the City Manager to enter into agreements with the Los Angeles County Flood Control District ("LACFCD") and Ron's Maintenance, Inc. for catch basin cleaning services.

BACKGROUND

On March 5, 2013, pursuant to Resolution No. 23,707 City Council authorized the City Manager to enter into agreements with the Los Angeles County Flood Control District and Ron's Maintenance, Inc. for catch basin cleaning services. Due to a change in the funding source subsequent to City Council's original authorization, a new resolution is required.

On April 9, 2012, correspondence was received from the County of Los Angeles Department of Public Works stating that in order to comply with the State Mandated Storm Water Program Trash TMDL (Total Maximum Daily Load) requirements, certain catch basin inserts were deemed necessary to be installed. To assist communities to comply with this requirement, the Los Angeles Gateway Region, Integrated Regional Water Management Joint Powers Authority (IRWMP, JPA) applied for a State grant to install catch basin inserts throughout the Gateway Cities region. As such, on behalf of the Gateway Cities, on June 30, 2011 the IRWMP JPA conducted a competitive bidding process for the cleaning of catch basins for the Gateway Cities region in which Ron's Maintenance, Inc. was chosen and the most responsible bid.

In 2009, the IRWMP JPA, in which the City of Compton is a member, was awarded a \$10 million dollar grant for the installation of catch basin inserts. The City of Compton has a total of **1,782** catch basins of which **1,683** were retrofitted with the new inserts and **99** were not. The cities that had inserts installed are now responsible for the cleaning of these catch basins.

STATEMENT OF THE ISSUE

The Public Works and Municipal Utilities Department is requesting the City Council to authorize the City Manager to enter into an agreement with the Los Angeles County Flood Control District and enter into a three (3) year maintenance agreement and issue

**Staff Report – Resolution Agreements with
L.A. County Flood Control district and
Ron's Maintenance, Inc./Catch Basin Cleanout
May 7, 2013, Page 2**

a purchase order to Ron's Maintenance, Inc. for catch basin cleaning services for the City of Compton for Fiscal Year 2012-2013 through 2014-2015. These services will be required annually. In order for the City of Compton to be in compliance with the State Mandated Water Program Trash TMDL (Total Maximum Daily Load) requirements, catch basins must be cleaned and repaired by the City four (4) times a year.

Due to a change in funding source subsequent to City Council's original authorization, Resolution No. 23,707 needs to be rescinded and a new resolution is necessary to assign a different funding source.

ANALYSIS

In the Maintenance and Repair Requirement portion of the Los Angeles County Flood Control District Permit (LACFCD Permit Nos. 200902607 and 201102930), the City is required to provide for the long-term maintenance and repair of each Connector Pipe Screen ("CPS") and Automatic Retractable Screen ("ARS") device installed pursuant to that permit.

In order for the City of Compton to comply, the LACFCD presented the City with two (2) contractual options to choose from. Regardless of either option, the City is required to enter into an agreement with the LACFCD:

Option#1: would require the City of Compton to contract with the Los Angeles County Public Works Department (LAPW), pay LAPW's required fees, and also pay the contracted rate amount with the Contractor (Ron's Maintenance, Inc.) as agreed upon by the bidding process conducted by IRWMP JPA to perform the maintenance and repair of the catch basins for all Gateway cities.

Option #2: (recommended) allows the City to be responsible in providing the maintenance and repair. Based upon the cost for services between the two options, this option allows the City to contract directly with Ron's Maintenance, Inc. to conduct required inspections. The City of Compton is under contract with LACFCD to ensure the catch basins are cleaned annually as required; however, there is no financial obligation between the City and LACFCD.

According to the "Description of Work to be Done" section of the bidding process, the Contractor is to inspect, clear all debris and perform any required minor repairs to catch basins within the jurisdiction of the Contracting Agencies a minimum of one time between May 1 and September 30 of each year. In addition, the Contractor shall perform one inspection of all catch basins within the jurisdiction of the contracting Agencies during the months of October, January and April.

**Staff Report – Resolution Agreements with
L.A. County Flood Control district and
Ron's Maintenance, Inc./Catch Basin Cleanout
May 7, 2013, Page 3**

The Contractor shall immediately clean any catch basin sumps found to have a blocked screened inlet, screened outlet, or be at least forty percent (40%) full of trash and debris. Contractor shall make minor repairs to any catch basin trash screen or trash collection device that is damaged. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the contracting Agencies within twenty-four (24) hours of discovery.

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

Analysis of fees if the City chooses Option #1 vs. Option #2:

Los Angeles County Flood Control District (Option #1)

	<u># Units</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u># Occurrences</u>	<u>Annual Total</u>
ARS CB	547	\$92.80 each	\$50,761.60	4	\$ 203,046.40
CPS CB	1136	\$52.11 each	\$59,196.96	4	\$ 236,797.84
Non-retrofitted					
CB	<u>99</u>	(Not provided)	(Not provided)		<u>0</u>
Grand Total	1782		\$38,709		\$439,834.24*

Ron's Maintenance, Inc. (Option #2)

	<u># Units</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u># Occurrences</u>	<u>Annual Total</u>
ARS CB	54	\$22 each	\$12,034	4	\$ 48,136
CPS CB	1136	\$22 each	\$24,992	4	\$ 99,968
Non-retrofitted					
CB	<u>99</u>	\$17 each	<u>\$ 1,683</u>	4	<u>\$ 6,732</u>
Grand Total	1782		\$38,709		\$154,836

**LACFCD includes the following fees: dry weather and storm season inspection and clean out fees, contract administration (4.74/visit), liability insurance (4%), disposal and reimbursement fees used to determine annual average cost per catch basin.*

As a member of the IRWMP JPA, the City may award a contract to Ron's Maintenance, Inc. and determine that the contractor has the necessary experience and contractor's license for this type of service.

Staff Report – Resolution Agreements with
L.A. County Flood Control district and
Ron's Maintenance, Inc./Catch Basin Cleanout
May 7, 2013, Page 4

FISCAL IMPACT

The funds for these expenditures are in the Public Works Department's 2012-2013 Fiscal Year budget in the following Account Numbers:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2502-720-000-4269	Citywide Lighting	\$ 49,791
5116-720-000-4220	Auto Equipment	\$ 50,000
5116-710-000-4249	Special Department Expense	\$ 45,945
5116-710-000-4262	Other Professional Services	<u>\$ 9,100</u>

The balance in the accounts as of this writing is:

2502-720-000-4269	Citywide Lighting	\$ 383,129
5116-720-000-4220	Auto Equipment	\$ 50,000
5116-710-000-4249	Special Department Expense	\$ 45,945
5116-710-000-4262	Other Professional Services	\$ 19,737

Funds to pay for the additional years of the agreement will be allocated in future City budgets.

ALTERNATIVE

If the City of Compton does not approve the catch basin cleaning services, the City would not be in compliance with the State mandated Storm Water Program Trash requirements.

STAFF RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**GLEN KAU, P.E., INTERIM DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 23,707 AND AUTHORIZING THE CITY
MANAGER TO ENTER INTO AGREEMENTS WITH THE LOS ANGELES
COUNTY FLOOD CONTROL DISTRICT AND RON'S MAINTENANCE,
INC. FOR CATCH BASIN CLEANING SERVICES**

WHEREAS, on April 9, 2012, correspondence was received from the County of Los Angeles Department of Public Works stating that in order to comply with the State Mandated Storm Water Program Trash TMDL (Total Maximum Daily Load) requirements, certain catch basin inserts were deemed necessary to be installed; and

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

WHEREAS, in 2009, the IRWMP JPA, in which the City of Compton is a member, was awarded a \$10 million dollar grant for the installation of catch basin inserts; and

WHEREAS, the cities that had inserts installed are now responsible for the cleaning of these catch basins; and

WHEREAS, as such, on behalf of the Gateway Cities, on June 30, 2011, the IRWMP JPA conducted a competitive bidding process for the cleaning of catch basins with Ron's Maintenance, Inc. who was chosen as the lowest, most responsive and responsible bidder; and

WHEREAS, in order to comply, the LACFCD presented the City with two (2) contractual options to choose from (regardless of either option, the City is required to enter into an agreement with the LACFCD): (1) contract with the County of Los Angeles to perform the maintenance and repair of the catch basins on the City's behalf at an annual cost of \$439,834.24; or (2) the City will be responsible to provide for the maintenance and repair at an annual cost contracting the services of Ron's Maintenance, Inc. of \$154,836 with no financial obligation between the City and LACFCD; and

WHEREAS, based upon the cost for services between the two options, staff recommends Option #2; and

WHEREAS, due to a change in the funding source subsequent to City Council's original authorization per Resolution No. 23,707, adopted on March 5, 2013, a new resolution is required.

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

SECTION 1. That Resolution No. 23,707, adopted by the City Council on March 5, 2013, is hereby rescinded.

SECTION 2. That the City Manager is authorized, as required by the "Maintenance and Repair Requirement" portion of the Los Angeles County Flood Control District ("LACFCD") permits, to enter into an agreement with the Los Angeles County Flood Control District.

SECTION 3. That the City Manager is authorized to enter into a three (3) year agreement (i.e. July 1, 2012 through June 30, 2015) with Ron's Maintenance, Inc. for the maintenance and repair of each Connector Pipe Screen and Automatic Retractable

Screen device installed pursuant to the LACFCD permits in the City of Compton.

SECTION 4. That a purchase order to Ron’s Maintenance, Inc. is hereby authorized to be issues in an amount not to exceed \$154,836.00 for services rendered in Fiscal Year 2012-2013. Funds to pay for additional fiscal years shall be appropriated in future City budgets.

SECTION 5. That the funds for these expenditures are in the Public Works Department’s 2012-2013 Fiscal Year budget in the following Account Numbers:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2502-720-000-4269	Citywide Lighting	\$ 49,791
5116-720-000-4220	Auto Equipment	\$ 50,000
5116-710-000-4249	Special Department Expense	\$ 45,945
5116-710-000-4262	Other Professional Services	<u>\$ 9,100</u>
	Total	\$ 154,836

Funds to pay for the additional years of the agreement will be allocated in future City budgets.

SECTION 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works and Municipal Utilities Department.

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

ADOPTED this ____ day of _____, 2013.

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 _____, 2013.

Resolution No. _____
Page 3

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

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

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **RON'S MAINTENANCE, INC.**, (hereinafter referred to as "**CONTRACTOR**") located at 5428 South Broadway, Los Angeles, California 90037.

WITNESSETH

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

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

Inspection and Cleaning Procedures:

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

On-Going Inspections:

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

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

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

Minor Repairs:

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

Vector/Rodents:

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

As more fully described within **CONTRACTOR's "Proposal"** (submitted to Gateway Authority) for Municipal Storm Sewer Catch Basin Maintenance, dated June 30, 2011 and incorporated by this reference.

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

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

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

2. TERM OF CONTRACT:

The term of this Agreement shall extend from July 1, 2012 through June 30, 2015, unless this Agreement is terminated earlier as provided herein. Upon expiration of the initial term of this Agreement, the parties may mutually agree to extend the terms of this Agreement for two (2) additional fiscal years (i.e. July 1, 2015 through June 30, 2017).

3. COMPENSATION:

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

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

	<u># Units</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u># Occurrences</u>	<u>Annual Total</u>
ARS CB	547	\$22 each	\$12,034	4	\$ 48,136
CPS CB	1136	\$22 each	\$24,992	4	\$ 99,968
Non-retrofitted CB	<u>99</u>	\$17 each	<u>\$1,683</u>	4	<u>\$ 6,732</u>
Grand Total	1782		\$38,709		\$154,836

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

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

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

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed and completed each fiscal year of this Agreement is limited to the sum of **One Hundred Fifty Four Thousand Eight Hundred Thirty Six Dollars (\$154,836.00).**

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

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

4. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee,

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

subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

5. SUCCESSORS, ASSIGNMENT AND DELEGATION

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

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES

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

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

7. INDEMNIFICATION

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

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

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

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

8. INSURANCE:

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

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

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

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

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

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

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

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

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

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

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

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

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

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

.d Identity of the insured(s).

9. PERMITS AND LICENSES

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

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

10. WARRANTIES

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

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

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

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

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

11. FEDERAL AND STATE WITHHOLDING TAXES

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

12. COMPLIANCE WITH LAW

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

13. WAIVERS

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

14. FORCE MAJEURE:

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

15. TERMINATION

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

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

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

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

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

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

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

16. AMENDMENTS

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

17. GOVERNING LAW AND SEVERABILITY

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

18. CONTRACTOR's BOOKS AND RECORDS

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

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

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

agencies and their expenditures.

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

19. EXAMINATION AND AUDIT

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

20. EXTENT OF AGREEMENT

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

21. NOTICES

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

TO CONTRACTOR:

**RON'S MAINTENANCE, INC.
5428 South Broadway Street
Los Angeles, California 90037
(562) 861-2430
(562) 861-2418 – fax.
Attn: Ron Norman, President**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director of Public Works
(310) 605-5505
(310) 605-6236 – fax.**

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

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

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

22. CERTIFICATIONS

CERTIFICATIONS OF CONTRACTOR

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

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____
or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

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

Ron Norman, President

(Date)

23. **MISCELLANEOUS**

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

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

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

RON'S MAINTENANCE, INC.
CONTRACTOR

Dated: _____

By _____
Ron Norman, President

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

CITY OF COMPTON
Recommended for Approval:

By _____
Glen W. C. Kau, P.E., (Interim) Director
Public Works & Municipal Utilities Department

Dated: _____

Approved:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

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

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

Tract #:



Permit #: **PCFL 201102930 #11.**

PCFL 200902607

Issued By: ITHERNANDE
Issued Date: 18-AUG-11

Permit Office: 6

COUNTY OF LOS ANGELES-DPW			
Department Of Public Works			
Alhambra, CA 91803 - (626)458-3129			
Flood Control District Permit			
PC-CATBASI			
CONSTRUCT CATCH BASIN			
<u>Individual's / Company Name</u>	<u>Address / City, State Zip</u>	<u>Work Phone</u>	<u>Home Phone</u>
(APP) CITY OF COMPTON	205 S. WILLOWBROOK AVE.	310 605-5505	
WENDELL JOHNSON	COMPTON, CA 90220		
(CNT) WILLDAN	13191 CROSSROADS PKWY N., #405	562 908-6278	
ELROY KIEPKE	INDUSTRY, CA 91746		
<u>Emergency Contact</u>			
<u>Location</u>			
Site Address:			
Description: LA RIVER: 231 LACFCD CATCH BASINS WITHIN CITY OF COMPTON (GATEWAY #21)			
<u>Scope of Work</u>			
PERMIT PURPOSE: To authorize the work described below affecting the District catch basins in accordance with the submitted attachments, shop drawings, and catch basin identification list.			
WORK DESCRIPTION: Install additional 207 connector pipe screens and 224 automatic retractable screens (ARS) in District catch basins within City of Compton, per submitted shop drawings and catch basin identification list.			
The proposed work shall be constructed in accordance with the conditions, provisions, and attachments provided. Permittee shall comply with the attached LACFCD/LACDPW maintenance and operation requirements.			
PERMITTEE MUST NOTIFY GREGORY GRAHAM (7:00 AM TO 3:30 PM) AT TELEPHONE (626) 447-5972 AND FLOOD MAINTENANCE-SOUTH AREA AT (562) 861-0316 AT LEAST 5 WORKING DAYS BEFORE STARTING ANY WORK UNDER THIS PERMIT. FAILURE TO NOTIFY THE PERMIT OFFICE IS CAUSE FOR REVOCATION OF PERMIT. SHOULD PERMITTEE FAIL TO TAKE ACTION WITHIN 180 DAYS FROM DATE OF ISSUANCE OF THIS PERMIT OR FAIL TO ACTIVELY AND DILIGENTLY EXERCISE THE PRIVILEGES OF THIS PERMIT, THE PERMIT BECOMES NULL AND VOID. A COPY OF THIS PERMIT SHALL BE KEPT AT THE WORK SITE DURING ALL PERIODS OF OPERATION WITHIN THE DISTRICT'S RIGHT OF WAY AND SHALL BE SHOWN TO ANY DISTRICT REPRESENTATIVE OR LAW ENFORCEMENT OFFICER UPON DEMAND.			
ATTACHMENTS: Maintenance & Repair Requirements; Attachments A, B, & C; CPS Shop Drawings; ARS Shop Drawings; Appendix A-1, A-2, A-3, & A-4; Table 1 & 2 CPS Sizing Tables; Compton Catch Basin Identification List.			
CC: Design (Zandieh); Flood Maintenance (South); Watershed Management (Galang); Land Development (Office, Graham, Paraoan)			
<u>Permit Detail</u>			
FILE CODE NO. :	19.032		
FLOOD FACILITY NAME :	DISTRICT CB'S TRIBUTARY TO LOS ANGELES RIVER		
INSPECTION CHARGE #:	LGATEWAY		
INSURANCE EXPIRE	07/01/2012		
LOCATION 1:	COMPTON (GATEWAY #21)		
THOMAS GUIDE :	VARIOUS		
<u>Comments</u>			
<u>Fees</u>	<u>Fee Code</u>	<u>Account Code</u>	<u>Amount</u>
			\$0.00
		Total Fees:	\$0.00



#11.



Permit #: **PCFL 201102930**

PCFL 200902607

Permit Office: 6

Issued By: ITHERNANDE
Issued Date: 18-AUG-11

Is hereby permitted to complete scope of work on the public highways subject to provisions required by County of Los Angeles Highway Permit Ordinance (Division 1 of Title 16, Los Angeles County Code), the Municipal Code, and City Ordinance governing the area where this work is to be done, and the attachments hereon specified. Permit revocable at option of Public Works Director, in consideration of granting of this permit, it is agreed by the applicant that the County of Los Angeles and/or the city wherein the permit work is to be performed and any of their officers or employees thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss, or damage to persons or property, happening occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant, it is further agreed that if any part of this installation interferes with the future use of the highway by the general public, it must be removed or relocated, as designated by the Director of Public Works or Superintendent of Streets, at the expense of the permittee of his successor in interest. The permit is void if the permittee is not in compliance with Section 3800 of the Labor Code

Performance of the work of activity under this permit is tantamount to agreeing to the conditions of this permit, Copy of this permit shall be kept at work site during period of operation within District's/Road right of way and shall be shown to District's representative or any law enforcement officer upon demand.

INSPECTION REQUIRED

CALL PERMIT OFFICER 24 HOURS BEFORE STARTING WORK UNDER THIS PERMIT. FAILURE TO DO SO IS CAUSE FOR REVOCATION OF THIS PERMIT. THIS PERMIT IS VOID IF WORK NOT STARTED IN 60 DAYS (FOR ROAD PERMIT) OR 180 DAYS (FOR FLOOD PERMIT) FROM THE DATE OF THE ISSUANCE.





COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Date: 08/18/2011

Permit No: PCFL 201102930

STANDARD FLOOD CONTROL PERMIT PROVISIONS

- A. This permit is valid only for the purpose specified herein. No change of purpose as outlined in application or drawings submitted with application is permitted except upon written permission of the Chief Engineer or his representative.
- B. Activities and uses authorized under this permit are subject to any instructions of the Chief Engineer or his representative. **ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.**
- C. Permittee shall assume entire responsibility for all activities and uses under this permit and shall save the District and Los Angeles County free and harmless from any and all expense, cost, or liability in connection with or resulting from the exercise of this permit including, but not limited to, property damage, personal injury, and wrongful death.
- D. Any damage caused to Flood Control structures by reason of exercise of this permit shall be repaired, at the permittee's sole expense, to the satisfaction of the District. Should the permittee neglect to promptly make repairs, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.
- E. Any structure or portions thereof or plantings placed on District rights of way or which affect District structures must be removed, revised, and/or relocated by permittee without cost to the District, or any other public agency the District shall so designate, should future activities or policy so require.
- F. This permit is valid only to the extent of District jurisdiction. Acquisition of permits required by other affected agencies and consent of underlying fee owner(s) of District easement lands are the responsibility of the permittee. **NOTHING CONTAINED IN THIS PERMIT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY THE DISTRICT.**
- G. This permit is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the area specified by this permit. Permittee shall make his own arrangements with holders of such prior rights.
- H. Unless otherwise specified herein, this permit may be revoked or canceled at any time by the Chief Engineer or his representative when required for District purposes.
- I. Upon written notice of cancellation or revocation of this permit for any cause whatsoever, permittee shall restore District right of way and structures to their condition prior to the issuance of the permit and then shall vacate District property. Should permittee neglect to restore the premises or structures to a condition satisfactory to the Chief Engineer or his representative, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.
- J. In the event of a District employee work stoppage, the Chief Engineer or his representative reserves the right to suspend all activity authorized under this permit which requires inspection by the District. Activity authorized by the permit shall not resume until District approval to do so is given.
- K. Unless otherwise specifically provided, all costs incurred by permittee as a result of the conditions of the permit or exercise by District of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the permittee.

#11.



Conditions of Approval By Permit

Page: 1 of 1

Run Date: Thursday August 18, 2011 1:26

Permit: PCFL - 201102930

The following Conditions of Approval are required to complete the permit:

Condition of Approval	Entered	By	Completed	By
GENERAL FLOOD PROVISION NO. 1 Use of District's right of way for the construction or activity authorized under this permit is tantamount to agreeing to the conditions herein.(G1)	03- AUG - 11	HPARAOAN		
GENERAL PROVISION NO.2 Permittee shall be responsible for notifying his contractor and all subcontractors of the provisions of this permit. No work will be started until a copy of this permit is given to the contractor and each of his subcontractors. Further, the copy will be left at the site of the work being done by each contractor.(G2)	03- AUG - 11	HPARAOAN		
GENERAL PROVISION NO.3 Permittee is notified that in accordance with the STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, Section 1503, the permittee or his contractor may be required to acquire a permit from CAL OSHA if the work authorized herein more than 5 feet deep. The inspection provided by the District can in no way be construed as a safety inspection.(G3)	03- AUG - 11	HPARAOAN		
GENERAL PROVISION NO. 4 Unless otherwise indicated in this permit, all work authorized by this permit shall conform to the latest edition of the Standard Specifications for Public Work Construction, as amended, and published by Building News, Inc., 3055 Overland Avenue, Los Angeles, CA 90034 and the latest edition of the Los Angeles County Department of Public Works "Additions and Amendments to the Standard Specifications for Public Works Construction".(G4)	03- AUG - 11	HPARAOAN		
GENERAL PROVISION NO.5 This permit is subject to such further conditions as the Director or his representative may issue during the period of this use. When possible, such additional conditions shall be promptly delivered in writing to the address shown on page one of this permit. Conditions delivered orally of necessity shall be promptly confirmed in writing.(G5)	03- AUG - 11	HPARAOAN		
GENERAL PROVISION NO.8 Issuance of this permit shall not be construed as an obligation on the part of this District for the operation and maintenance of the proposed facilities.(G8)	03- AUG - 11	HPARAOAN		
GENERAL PROVISION NO. 14 Upon completion of work authorized under this permit, permittee shall restore the area to the satisfaction of the District's representative.(G14)	03- AUG - 11	HPARAOAN		
GENERAL PROVISION NO. 24 During the period of operations conducted under the permit, Permittee shall maintain in effect an insurance policy (minimum limit \$ ONE million) naming the Los Angeles County Flood Control District/Los Angeles County Department of Public Works and/or U.S. Army Corps of Engineers as co-insured with respect to these operations. A copy of this policy shall be submitted to the District for inclusion in the District file copy of this permit. Expiration or cancellation of the insurance policy shall constitute revocation of this permit.(G24)	03- AUG - 11	HPARAOAN		
PROVISION POLLUTION NO. 02 Permittee shall be responsible for the selection and implementation of Best Management Practices (BMP's) for construction activities. If the Director or authorized representative determines that additional BMP's or corrective steps for existing ones are necessary, permittee shall immediately comply with the requests. (P2)	03- AUG - 11	HPARAOAN		

Maintenance and Repair

Permittee shall provide for the long-term maintenance and repair of each CPS and ARS device installed pursuant to this permit by complying with one of the following options, within one year of the date of this permit:

1. Permittee must enter into a General Services Agreement (GSA) with the County of Los Angeles if permittee does not currently have a GSA in effect. Permittee shall make a request for services to the County to maintain and repair the CPS and ARS devices installed pursuant to this permit, in accordance with the terms of the GSA, and County shall have approved the request for services. The start date for the request for services will be at the discretion of the County.
2. Permittee shall enter into a long-term maintenance agreement with the LACFCD. The long-term maintenance agreement shall require Permittee to perform all maintenance and repair of the CPS and/or ARS devices installed pursuant to this permit, shall specify the terms and conditions of Permittee's performance, and shall be approved by the respective governing bodies of the Permittee and the LACFCD.

Until such time as Permittee complies with either option 1 or option 2 above, Permittee shall be responsible for the operation and maintenance of all catch basins and connector pipes retrofitted with a CPS and/or ARS device pursuant to this permit. Permittee's operation and maintenance responsibilities shall include, without limitation, the removal and disposal of pollutants captured by each CPS and/or ARS device, and the monitoring of all such catch basins and connector pipes during storms, as necessary to ensure the proper functioning of each catch basin and connector pipe for flood protection.

Until such time as Permittee complies with either option 1 or option 2, above, Permittee shall, in addition to any other indemnification obligations provided for in this permit or elsewhere, fully indemnify, defend and hold LACFCD harmless from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising from or in connection with, (i) any CPS or ARS device installed pursuant to this permit, or (ii) any blockage or obstruction of a catch basin or connector pipe directly caused by a CPS or ARS device installed pursuant to this permit.

Should the permittee violate any of the conditions of this permit (including, without limitation, failure to comply with either option 1 or option 2, above) the LACFCD reserves the right to rescind this permit and to direct the Permittee to remove, any and all devices installed within LACFCD facilities pursuant to this permit. If, when directed to do so, the permittee fails to remove these devices within a reasonable time, the devices may be removed by the LACFCD. If the LACFCD removes any device

#11.

pursuant to this paragraph, Permittee shall, within 30 days of receipt of an invoice from LACFCD, reimburse the LACFCD for all costs and expenses incurred by the LACFCD in connection with the removal of the device(s).

Tract #:



Permit #: **PCFL 200902607 #11.**

200902601-2621

Issued By: MBENTON
Issued Date: 19-JAN-11

Permit Office: 6

PC-MODIFIC

**MODIFICATION OF FLOOD
CONTROL FACILITY**

**COUNTY OF LOS ANGELES-DPW
Department Of Public Works
Alhambra, CA 91803 - (626)458-3129
Flood Control District Permit**

<u>Individual's / Company Name</u>	<u>Address / City, State Zip</u>	<u>Work Phone</u>	<u>Home Phone</u>
(APP) CITY OF COMPTON WENDELL JOHNSON	205 S. WILLOWBROOK AVE. COMPTON, CA 90220	310 605-5505	
(CNT) WILLDAN ELROY KIEPKE	13191 CROSSROADS PKWY N., #405 INDUSTRY, CA 91746	562 908-6278	

Emergency Contact

Location

Site Address:

Description: LA RIVER: 1,002 LACFCD CATCH BASINS WITHIN CITY OF COMPTON (GATEWAY #6)

Scope of Work

PERMIT PURPOSE: To authorize the work described below affecting the District catch basins in accordance with the submitted attachments, shop drawings, and catch basin identification list.

WORK DESCRIPTION: Install 1,002 connector pipe screens (CPS) and 395 automatic retractable screens (ARS) in District catch basins within City of Compton, per submitted shop drawings and catch basin identification list.

The proposed work shall be constructed in accordance with the conditions, provisions, and attachments provided. Permittee shall comply with the attached LACFCD/LACDPW maintenance and operation requirements.

PERMITTEE MUST NOTIFY GREGORY GRAHAM (7:00 AM TO 3:30 PM) AT TELEPHONE (626) 447-5972 AND FLOOD MAINTENANCE-SOUTH AREA AT (562) 861-0316 AT LEAST 5 WORKING DAYS BEFORE STARTING ANY WORK UNDER THIS PERMIT. FAILURE TO NOTIFY THE PERMIT OFFICE IS CAUSE FOR REVOCATION OF PERMIT. SHOULD PERMITTEE FAIL TO TAKE ACTION WITHIN 180 DAYS FROM DATE OF ISSUANCE OF THIS PERMIT OR FAIL TO ACTIVELY AND DILIGENTLY EXERCISE THE PRIVILEGES OF THIS PERMIT, THE PERMIT BECOMES NULL AND VOID. A COPY OF THIS PERMIT SHALL BE KEPT AT THE WORK SITE DURING ALL PERIODS OF OPERATION WITHIN THE DISTRICT'S RIGHT OF WAY AND SHALL BE SHOWN TO ANY DISTRICT REPRESENTATIVE OR LAW ENFORCEMENT OFFICER UPON DEMAND.

ATTACHMENTS: Maintenance & Repair Requirements; Attachments A, B, & C; CPS Shop Drawings; ARS Shop Drawings; Appendix A-1, A-2, A-3, & A-4; Table 1 & 2 CPS Sizing Table; Compton Catch Basin Identification List.

CC: Design (Zandieh); Flood Maintenance (South); Water Resources (Wood); Watershed Management (George); Land Development (Office, Graham, Paraoan)

Permit Detail

FILE CODE NO. :	19.032
FLOOD FACILITY NAME :	DISTRICT CB'S TRIBUTARY TO LOS ANGELES RIVER
INSPECTION CHARGE #:	CGATEWAY
INSURANCE EXPIRE	07/01/11
LOCATION 1:	COMPTON (GATEWAY #6)
THOMAS GUIDE :	VARIOUS

Comments

<u>Fees</u>	<u>Fee Code</u>	<u>Account Code</u>	<u>Amount</u>
			\$0.00
Total Fees:			\$0.00



#11.



Permit #: **PCFL 200902607**

200902601-2621

Permit Office: 6

Issued By: MBENTON
Issued Date: 19-JAN-11

Is hereby permitted to complete scope of work on the public highways subject to provisions required by County of Los Angeles Highway Permit Ordinance (Division 1 of Title 16, Los Angeles County Code), the Municipal Code, and City Ordinance governing the area where this work is to be done, and the attachments hereon specified. Permit revocable at option of Public Works Director, in consideration of granting of this permit, it is agreed by the applicant that the County of Los Angeles and/or the city wherein the permit work is to be performed and any of their officers or employees thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss, or damage to persons or property, happening occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant, it is further agreed that if any part of this installation interferes with the future use of the highway by the general public, it must be removed or relocated, as designated by the Director of Public Works or Superintendent of Streets, at the expense of the permittee of his successor in interest. The permit is void if the permittee is not in compliance with Section 3800 of the Labor Code

Performance of the work of activity under this permit is tantamount to agreeing to the conditions of this permit, Copy of this permit shall be kept at work site during period of operation within District's/Road right of way and shall be shown to District's representative or any law enforcement officer upon demand.

INSPECTION REQUIRED

CALL PERMIT OFFICER 24 HOURS BEFORE STARTING WORK UNDER THIS PERMIT. FAILURE TO DO SO IS CAUSE FOR REVOCATION OF THIS PERMIT. THIS PERMIT IS VOID IF WORK NOT STARTED IN 60 DAYS (FOR ROAD PERMIT) OR 180 DAYS (FOR FLOOD PERMIT) FROM THE DATE OF THE ISSUANCE.





COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Date: 01/19/2011

Permit No: PCFL 200902607

STANDARD FLOOD CONTROL PERMIT PROVISIONS

- A. This permit is valid only for the purpose specified herein. No change of purpose as outlined in application or drawings submitted with application is permitted except upon written permission of the Chief Engineer or his representative.
- B. Activities and uses authorized under this permit are subject to any instructions of the Chief Engineer or his representative. **ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.**
- C. Permittee shall assume entire responsibility for all activities and uses under this permit and shall save the District and Los Angeles County free and harmless from any and all expense, cost, or liability in connection with or resulting from the exercise of this permit including, but not limited to, property damage, personal injury, and wrongful death.
- D. Any damage caused to Flood Control structures by reason of exercise of this permit shall be repaired, at the permittee's sole expense, to the satisfaction of the District. Should the permittee neglect to promptly make repairs, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.
- E. Any structure or portions thereof or plantings placed on District rights of way or which affect District structures must be removed, revised, and/or relocated by permittee without cost to the District, or any other public agency the District shall so designate, should future activities or policy so require.
- F. This permit is valid only to the extent of District jurisdiction. Acquisition of permits required by other affected agencies and consent of underlying fee owner(s) of District easement lands are the responsibility of the permittee. **NOTHING CONTAINED IN THIS PERMIT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY THE DISTRICT.**
- G. This permit is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the area specified by this permit. Permittee shall make his own arrangements with holders of such prior rights.
- H. Unless otherwise specified herein, this permit may be revoked or canceled at any time by the Chief Engineer or his representative when required for District purposes.
- I. Upon written notice of cancellation or revocation of this permit for any cause whatsoever, permittee shall restore District right of way and structures to their condition prior to the issuance of the permit and then shall vacate District property. Should permittee neglect to restore the premises or structures to a condition satisfactory to the Chief Engineer or his representative, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.
- J. In the event of a District employee work stoppage, the Chief Engineer or his representative reserves the right to suspend all activity authorized under this permit which requires inspection by the District. Activity authorized by the permit shall not resume until District approval to do so is given.
- K. Unless otherwise specifically provided, all costs incurred by permittee as a result of the conditions of the permit or exercise by District of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the permittee.



Conditions of Approval By Permit

Page: 1 of 1

Run Date: Wednesday January 19, 2011 4:

Permit: PCFL - 200902607

The following Conditions of Approval are required to complete the permit:

Condition of Approval	Entered	By	Completed	By
GENERAL FLOOD PROVISION NO. 1 Use of District's right of way for the construction or activity authorized under this permit is tantamount to agreeing to the conditions herein.(G1)	13- OCT- 09	HPARAOAN		
GENERAL PROVISION NO.2 Permittee shall be responsible for notifying his contractor and all subcontractors of the provisions of this permit. No work will be started until a copy of this permit is given to the contractor and each of his subcontractors. Further, the copy will be left at the site of the work being done by each contractor.(G2)	13- OCT- 09	HPARAOAN		
GENERAL PROVISION NO. 4 Unless otherwise indicated in this permit, all work authorized by this permit shall conform to the latest edition of the Standard Specifications for Public Work Construction, as amended, and published by Building News, Inc., 3055 Overland Avenue, Los Angeles, CA 90034 and the latest edition of the Los Angeles County Department of Public Works "Additions and Amendments to the Standard Specifications for Public Works Construction".(G4)	13- OCT- 09	HPARAOAN		
GENERAL PROVISION NO.5 This permit is subject to such further conditions as the Director or his representative may issue during the period of this use. When possible, such additional conditions shall be promptly delivered in writing to the address shown on page one of this permit. Conditions delivered orally of necessity shall be promptly confirmed in writing.(G5)	13- OCT- 09	HPARAOAN		
GENERAL PROVISION NO. 14 Upon completion of work authorized under this permit, permittee shall restore the area to the satisfaction of the District's representative.(G14)	13- OCT- 09	HPARAOAN		
GENERAL PROVISION NO. 24 During the period of operations conducted under the permit, Permittee shall maintain in effect an insurance policy (minimum limit \$ ONE million) naming the Los Angeles County Flood Control District/Los Angeles County Department of Public Works and/or U.S. Army Corps of Engineers as co-insured with respect to these operations. A copy of this policy shall be submitted to the District for inclusion in the District file copy of this permit. Expiration or cancellation of the insurance policy shall constitute revocation of this permit.(G24)	13- OCT- 09	HPARAOAN		
GENERAL PROVISION NO.3 Permittee is notified that in accordance with the STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, Section 1503, the permittee or his contractor may be required to acquire a permit from CAL OSHA if the work authorized herein more than 5 feet deep. The inspection provided by the District can in no way be construed as a safety inspection.(G3)	28- OCT- 09	HPARAOAN		
GENERAL PROVISION NO.8 Issuance of this permit shall not be construed as an obligation on the part of this District for the operation and maintenance of the proposed facilities.(G8)	31- MAR- 10	HPARAOAN		
PROVISION POLLUTION NO. 02 Permittee shall be responsible for the selection and implementation of Best Management Practices (BMP's) for construction activities. If the Director or authorized representative determines that additional BMP's or corrective steps for existing ones are necessary, permittee shall immediately comply with the requests. (P2)	28- OCT- 09	HPARAOAN		

Maintenance and Repair

Permittee shall provide for the long-term maintenance and repair of each CPS and ARS device installed pursuant to this permit by complying with one of the following options, within one year of the date of this permit:

1. Permittee must enter into a General Services Agreement (GSA) with the County of Los Angeles if permittee does not currently have a GSA in effect. Permittee shall make a request for services to the County to maintain and repair the CPS and ARS devices installed pursuant to this permit, in accordance with the terms of the GSA, and County shall have approved the request for services. The start date for the request for services will be at the discretion of the County.
2. Permittee shall enter into a long-term maintenance agreement with the LACFCD. The long-term maintenance agreement shall require Permittee to perform all maintenance and repair of the CPS and/or ARS devices installed pursuant to this permit, shall specify the terms and conditions of Permittee's performance, and shall be approved by the respective governing bodies of the Permittee and the LACFCD.

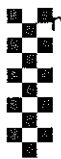
Until such time as Permittee complies with either option 1 or option 2 above, Permittee shall be responsible for the operation and maintenance of all catch basins and connector pipes retrofitted with a CPS and/or ARS device pursuant to this permit. Permittee's operation and maintenance responsibilities shall include, without limitation, the removal and disposal of pollutants captured by each CPS and/or ARS device, and the monitoring of all such catch basins and connector pipes during storms, as necessary to ensure the proper functioning of each catch basin and connector pipe for flood protection.

Until such time as Permittee complies with either option 1 or option 2, above, Permittee shall, in addition to any other indemnification obligations provided for in this permit or elsewhere, fully indemnify, defend and hold LACFCD harmless from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising from or in connection with, (i) any CPS or ARS device installed pursuant to this permit, or (ii) any blockage or obstruction of a catch basin or connector pipe directly caused by a CPS or ARS device installed pursuant to this permit.

Should the permittee violate any of the conditions of this permit (including, without limitation, failure to comply with either option 1 or option 2, above) the LACFCD reserves the right to rescind this permit and to direct the Permittee to remove, any and all devices installed within LACFCD facilities pursuant to this permit. If, when directed to do so, the permittee fails to remove these devices within a reasonable time, the devices may be removed by the LACFCD. If the LACFCD removes any device

#11.

pursuant to this paragraph, Permittee shall, within 30 days of receipt of an invoice from LACFCD, reimburse the LACFCD for all costs and expenses incurred by the LACFCD in connection with the removal of the device(s).



Ron's Maintenance, Inc.
P.O Box 4562, Downey, California 90241
Email: Ronsmaintenance@aol.com
Cell: 213-359-3827 Office: 562-8612430

January 15, 2013

John Strickland
Acting Public Works Director
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

RE: Annual Cleaning Services for Retrofitted Catch Basins in the City of Compton.

Please find below RMI's per unit pricing for the cleaning of retrofitted and unmodified catch basins with the city of Compton. As you may be aware, the Ls Angeles County Department of Public Works has recommended four (4) inspections annually. However, RMI will defer to the city's discretion on the number of inspections to be performed annually. I look forward to having the opportunity to meet with you and discuss any further changes.

TASK	QUANTITY	PRICE PER UNIT	TOTAL ESTIMATED COST
Catch Basin Maintenance/ Cleaning Price 4 times per year	1782	\$22.00	\$156,816
Total	1782	\$22.00	\$156,816

Inspection Price: \$12.00/unit (retrofitted and unmodified catch basins)

NOTE: any catch basin found to be 40% full or greater will be documented to the city.

If you have any questions or need any additional information, please feel free to contact me directly at (213) 359-3827.

Sincerely,


Ronnie Norman,
President

AGREEMENT NO. _____

**AGREEMENT
(Option 2)**

This AGREEMENT, is entered into on _____, 2012, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as the LACFCD), and the CITY OF COMPTON a municipal corporation (hereinafter referred to as CITY).

RECITALS

WHEREAS, California Regional Water Quality Control Board, Los Angeles Region, has promulgated water-quality regulations, including a Total Maximum Daily Load for Trash (Trash TMDL) for the Los Angeles River, applicable to cities located in the Los Angeles River Watershed; and

WHEREAS, CITY desires to achieve compliance with the Trash TMDL by installing TRASH EXCLUDERS (as hereafter defined) within catch basins owned by the LACFCD, located within CITY streets; and

WHEREAS, CITY will administer the procurement and installation of said TRASH EXCLUDERS;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the LACFCD and CITY hereto mutually agree as follows:

(1) DEFINITION:

- a. TRASH EXCLUDER, as referred to in this AGREEMENT, shall mean any device, which partially blocks the opening or outlet of a catch basin to prevent trash from entering the storm drain system, including Automatic Retractable Screen devices (ARS) and Connector Pipe Screen devices, installed by CITY at the opening of or inside any catch basin owned by the LACFCD. Exhibit A identifies location of TRASH EXCLUDERS within CITY.
- b. STORM SEASON, as referred to in this AGREEMENT, shall mean the period beginning October 1 and ending April 30 of each year.
- c. MAJOR STORM EVENT, as referred to in this AGREEMENT, shall mean a storm with an intensity of 1 inch or more of rainfall per 12 hours, occurring within CITY. Countywide, an average storm season produces 4 major storm events.

- d. DRY SEASON, as referred to in this AGREEMENT, shall mean the period beginning May 1 and ending September 30 of each year.

(2) CITY AGREES AS FOLLOWS:

- a. CITY shall provide Exhibit A identifying locations of TRASH EXCLUDERS.
- b. CITY shall inspect all catch basins fitted with TRASH EXCLUDERS. If, during an inspection, CITY discovers damage to any catch basin other than damage to the TRASH EXCLUDER, CITY shall report said damage to the LACFCD within 14 calendar days from the date of the inspection.
- c. CITY shall maintain all TRASH EXCLUDERS so as to function properly during storm events and so as not to prevent storm flows from entering the catch basin. CITY shall promptly repair or replace damaged TRASH EXCLUDERS.
- d. CITY shall remove all trash and debris from each catch basin fitted with a TRASH EXCLUDER at least once each year. CITY shall stencil the appropriate month and year of cleanout on each catch basin.
- e. CITY shall be authorized to remove the existing manhole covers as required to access the inside of the catch basins fitted with TRASH EXCLUDERS and shall reinstall the manhole covers wherever the catch basins are left unattended. Damaged screws and bolts shall be replaced. CITY shall thoroughly clean all debris from the manhole frame and cover.
- f. CITY shall patrol areas in which any TRASH EXCLUDERS have been installed, during storm events, to verify that all TRASH EXCLUDERS are functioning properly, and shall relieve any instances of plugging of any catch basin fitted with a TRASH EXCLUDER.
- g. CITY shall indemnify, defend, and hold the LACFCD and the County of Los Angeles, and their agents, officers, and employees, harmless from and against any and all claims, demands, liability, damages or costs arising from the breach by CITY of any obligation under this Agreement, or from the installation, operation or maintenance of any TRASH EXCLUDER.
- h. CITY shall include the LACFCD within the protection of any indemnification clause contained in any ancillary contract relating to the TRASH EXCLUDERS.

//
//
//
//

(3) LACFCD AGREES AS FOLLOWS:

- a. To permit CITY to utilize catch basins owned by the LACFCD and located within CITY, as identified in Exhibit A, for the purpose of installing, operating, and maintaining TRASH EXCLUDERS.
- b. To pay CITY the amount of \$15.25 in 2012 dollars, adjusted annually according to the Consumer Price Index for all urban consumers in the Anaheim, Los Angeles, and Riverside areas, as published by the U.S. Government Bureau of Labor Statistics, per year, for each catch basin identified in Exhibit A. This amount represents the annual amount the LACFCD would otherwise have had to incur for removing trash and debris from the catch basins identified in Exhibit A, had CITY not installed TRASH EXCLUDERS in those catch basins.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The TRASH EXCLUDERS are the property of CITY. The LACFCD shall retain ownership of the catch basins, exclusive of the TRASH EXCLUDERS.
- b. Termination
 - (i) CITY may request the LACFCD to perform the inspection and maintenance of the TRASH EXCLUDERS, or any of them, on CITY's behalf. If the LACFCD, in its sole discretion, determines to do so, the parties shall enter into a new agreement providing for said inspection and maintenance by the LACFCD, on CITY's behalf. Upon the execution of the new agreement by both CITY and the LACFCD, this AGREEMENT shall be deemed terminated.
 - (ii) CITY may unilaterally terminate this AGREEMENT without cause, in CITY'S sole discretion, at any time, by giving a thirty (30)-day prior written notice to the LACFCD. In the event this AGREEMENT is terminated, pursuant to this Section (4)b.(ii), the LACFCD may, in its sole discretion, provide CITY with a written notice to remove the TRASH EXCLUDERS or any of them, and restore the affected catch basin(s) to a condition similar to or better than that which existed prior to installation of the TRASH EXCLUDERS. If the LACFCD provides CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, the LACFCD may, in its sole discretion, complete said work at CITY'S expense.
 - (iii) If CITY fails to comply with any of the terms or conditions of this AGREEMENT, the LACFCD may, in its sole discretion, terminate

this AGREEMENT and provide CITY with a written notice to remove the TRASH EXCLUDERS, or any of them, and restore the catch basin(s) to a condition similar to or better than that which existed prior to installation of the TRASH EXCLUDERS. If the LACFCD provides CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, the LACFCD may, in its sole discretion, complete said work at CITY'S expense.

- (iv) If the LACFCD removes any TRASH EXCLUDER pursuant to Sections (4)b.(ii) or (4)b.(iii), the LACFCD shall submit a billing invoice to CITY indicating the costs and expenses incurred by the LACFCD in connection with the removal of the TRASH EXCLUDER, specifically including any work required to restore the affected catch basin to a condition similar or better than that which existed prior to installation of the TRASH EXCLUDER, and CITY shall reimburse the LACFCD all such costs and expenses within thirty (30) days of the billing invoice.
- c. The LACFCD is not responsible for assisting CITY with any regulatory compliance activities related to the operation or maintenance of the TRASH EXCLUDERS including, for example, conducting monitoring, weighing of trash, and reporting amounts of trash collected from inside catch basins where TRASH EXCLUDERS have been installed.
- d. Requests for Service coming to the LACFCD to clean any catch basin identified in Exhibit A will be forwarded to CITY for their prompt handling, action, and closure.
- e. The LACFCD may remove any TRASH EXCLUDER, if the LACFCD determines, in its reasonable discretion, that removal of the TRASH EXCLUDER is necessary to prevent or mitigate flooding of any public or private property. CITY expressly releases the LACFCD from, and waives, all claims for any damages, loss, costs, or expenses resulting from the LACFCD'S removal of any TRASH EXCLUDER pursuant to this section. In such case, CITY may thereafter reinstall the TRASH EXCLUDER only after first consulting with the LACFCD with regards to the reasons for the removal. If CITY thereafter chooses to reinstall the TRASH EXCLUDER, it must do so at its sole expense.
- f. This AGREEMENT may be modified only by the mutual written consent of both parties.

//
//

- g. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- h. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- i. Any correspondence, communication, or contact concerning this AGREEMENT, shall be directed to the following:

CITY:

Mr. Hien Nguyen
Assistant City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

LACFCD:

Mr. Gary Hildebrand
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
P.O. Box 1460
Alhambra, CA 91802-1460
Telephone: (626) 458-7072
Fax: (626) 289-3618
For emergencies, contact 626-458-HELP (4337)

//
//
//
//
//
//
//
//
//
//
//

#11.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed by their respective duly authorized officers, by the CITY OF _____ on _____, 2012, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, on _____, 2012.

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

By _____
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

City of Compton

By _____
Director of Public Works

APPROVED AS TO FORM:

By _____
City Attorney

RJG:sw

P:\wmpub\Secretarial\2012 Documents\Board Letters\COLA\Option2 mailmerge.doc\C11311



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

2012 APR -9 AM 10:40

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 9, 2012

IN REPLY PLEASE

REFER TO FILE: WM-5

Mr. Hien Nguyen
Assistant City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Dear Mr. Nguyen:

CATCH BASIN TRASH EXCLUDER MAINTENANCE TRANSMITTAL FOR AGREEMENT TO EXECUTE

As discussed in the Maintenance and Repair Requirements portion of your Los Angeles County Flood Control District Permit (LACFCD Permit Nos. 200902607 and 201102930), the City is required to provide for the long-term maintenance and repair of each Connector Pipe Screen (CPS) and Automatic Retractable Screen (ARS) device installed pursuant to that permit. Your City may do so by complying with one of the following options: (1) contract with the County of Los Angeles to perform the maintenance and repair on the City's behalf; or (2) provide for the maintenance and repair yourself.

We have enclosed for your reference the current procedures that the LACFCD intends to follow in performing maintenance of catch basins fitted with CPS and/or ARS devices. We have also enclosed a work sheet, which gives the estimated LACFCD annual maintenance contract costs per catch basin. These standard and associated costs may be updated from time to time as we gain additional experience in maintaining these devices.

Additionally, enclosed are copies of two different Agreements, one corresponding to each maintenance option. Please have a duly authorized representative execute three duplicate originals of the Agreement Option of your choice. After execution, please mail all three duplicate originals to the following address:

County of Los Angeles
Department of Public Works
Attention Mr. Giles Coon
Watershed Management Division, 11th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

#11.

Mr. Hien Nguyen
April 9, 2012
Page 2

Should you choose to have the LACFCD maintain your devices, this Agreement will append to the request for services under the City's General Services Agreement and will provide for the maintenance and repair of the CPS and ARS devices.

Please note that under either Agreement, the City is responsible for performing storm patrol activities for the catch basins fitted with the devices.

If you have any questions, please contact me at (626) 458-4300 or ghildeb@dpw.lacounty.gov or your staff may contact Mr. Giles Coon at (626) 458-7141 or gcoon@dpw.lacounty.gov.

Very truly yours,

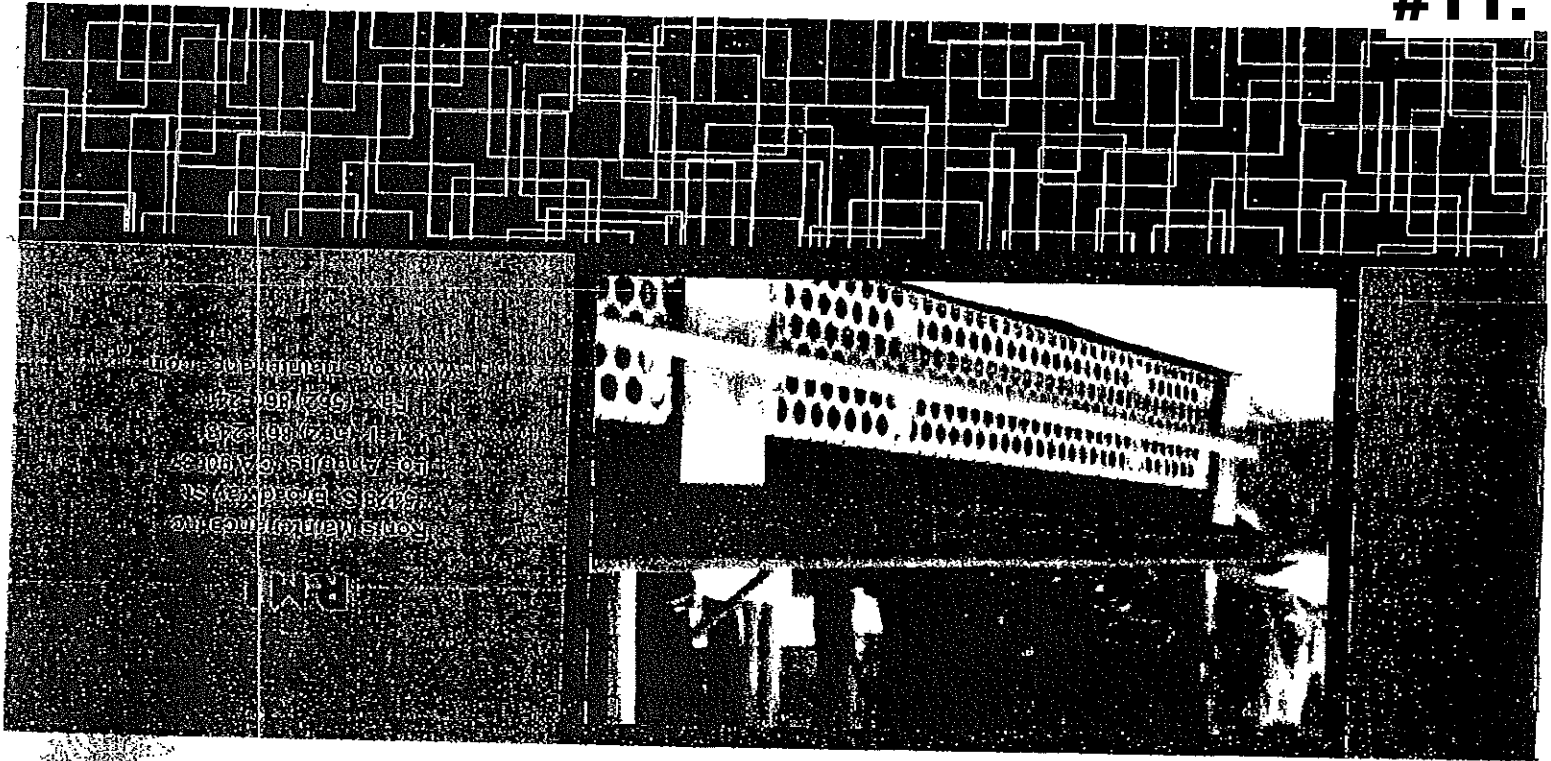
GAIL FARBER
Chief Engineer, Los Angeles County Flood Control District

A handwritten signature in black ink, appearing to read "Gary Hildebrand", written in a cursive style.

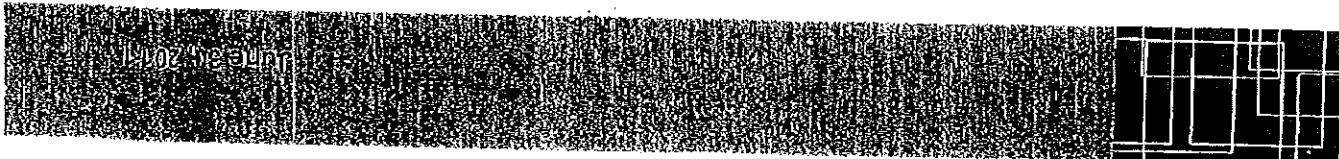
GARY HILDEBRAND
Assistant Deputy Director
Watershed Management Division

RJG:sw
P:\wmpub\Secretarial\2012 Documents\Board Letters\COLA\CB agree2.doc\C11311

Enc.



**MUNICIPAL STORM SEWER
CATCH BASIN MAINTENANCE BID
A PROPOSAL SUBMITTED TO: GATEWAY AUTHORITY**



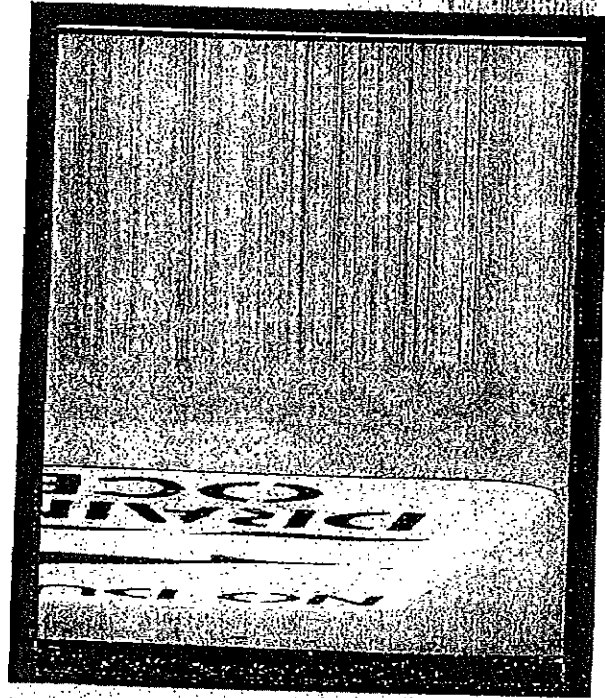
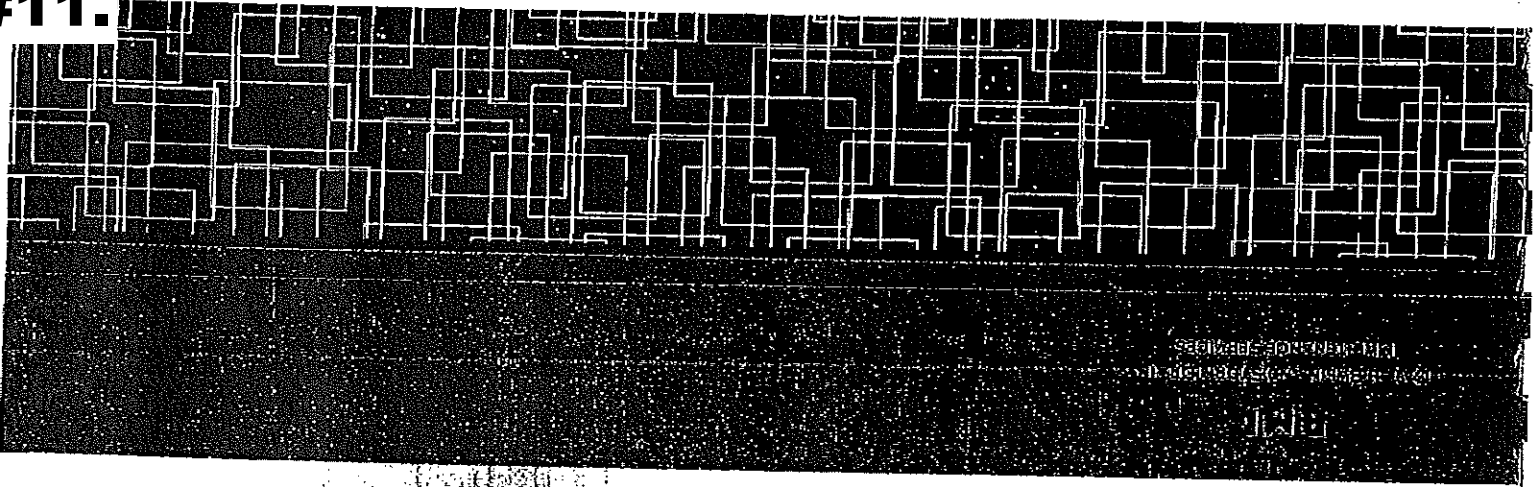
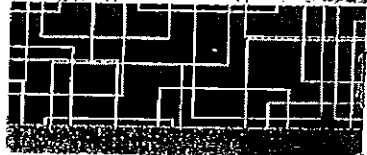


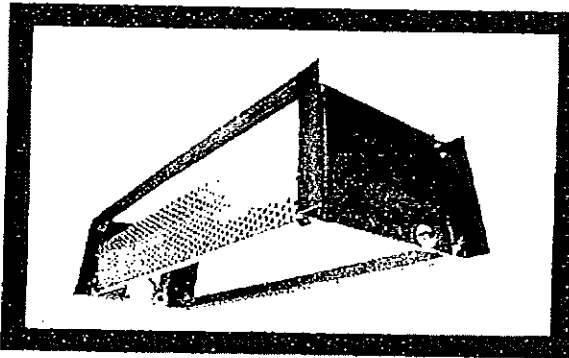
TABLE OF CONTENTS

Cover Letter	1
Bidder Information	2
General Requirements and Approach	6
Resumes	8
References	10
Attachment A - Bid Form	11
Attachment B - Confined Space Training Certificates	11

June 30, 2011



RMI has incorporated a computerized work order management system to track cleaning and maintenance activities performed on our client's catch basins. Vital information is collected in RMI's work order management system including the date of cleaning, maintenance and/or repair, the amount of man-made trash removed, the amount of sediment and green waste removed; if any repairs were needed and the nature of repair; and if the catch basin was re-stenciled. RMI utilizes the information collected to optimize future catch basin cleaning and maintenance repair efforts. RMI's optimized maintenance program helps to reduce street flooding, minimizes nuisance odors, and significantly reduces the discharge of pollution to our waterways.



Our typical maintenance of a catch basin includes the removal of trash and sediments collected in the sump. Additional general maintenance activities are performed whenever necessary including minor repairs to the catch basin's frames, covers, and the re-stenciling catch basins with no dumping messages.

RMI has been providing professional catch basin and storm drain cleaning and maintenance services for municipal agencies throughout southern California for more than 17 years. As technologies have evolved so has the level of our services we offered. RMI has more than five (5) years of experience cleaning and servicing Automatic Retractable Screen (ARS) units for the Los Angeles County Department of Public Works, the City of San Diego Department of Environmental Services and City Compton. In addition, RMI is familiar with and has serviced the Connection Pipe Screen (CPS) units utilized by Los Angeles County Department of Public Works for a number of years.

EXPERIENCE

GENERAL REQUIREMENTS AND APPROACH

CATCH BASIN AND STORM DRAIN
MAINTENANCE SERVICES

RMI

- RMI can further assist contract agencies in enhancing their compliance efforts by separating and measuring/weighing man-made trash vs green waste and dirt/sediment. Note: weighing/measuring activities will be done at the time of cleaning and will reflect "wet weight" of materials collected.

Optional Task- Weighing/Measuring Trash and Debris:

- RMI will document all information from inspections/cleaning, repair, and stenciling activities using a Field Data Sheet. This information along with site photographs will be provided to the contracting agencies upon the completion of the 1st round of cleaning and inspection activities.
- RMI will provide photographic documentation of inspection and cleaning activities. Photographs shall be taken prior to cleaning and after completion of cleaning activities from the same vantage points (before and after). A minimum of five (5) photographs will be taken of each basin, using a GPS enabled digital camera.
- RMI will look for evidence of illegal dumping of hazardous wastes such as used oil and paint in the catch basin/storm drain system. Should our crews encounter these materials, they will immediately notify the contracting agency.
- RMI will visually inspect the condition of the catch basin grates, ARS, and GPS units; the legibility of "no dumping" signage/stencils; and note any build-up of debris outside the catch basin.
- RMI will note the type and quantity of materials removed from each catch basin and storm drain (i.e. trash, green waste, and dirt /sediment). In addition, staff will document any signs of vector/rodents habitats.

Inspection and Cleaning Procedures:

- To ensure that all affected catch basins are cleaned prior to the start of the 2011-2012 Rainy Season (Oct 1), RMI will contact contracting agencies within seven (7) days of contract award to establish the lines of communication, obtain catch basin inventories, and obtain copies of catch basin location maps.
- After meeting with all contracting agencies, RMI will establish a master schedule to ensure that all contracting agencies receive the highest level of service, and that the established cleaning schedule (min. of one cleaning between May 1st and September 30th) is maintained.

Project Scheduling and Coordination:

APPROACH

RESUMES AND EXPERIENCE

PRESIDENT/OWNER

Ron Norman

Mr. Norman is the President and Owner of Ron's Maintenance, Inc. (RMI). He directs all aspects of the company's business affairs and oversees all client services. Mr. Norman is responsible for bottom-line results, client relations, and quality control. He is involved in all aspects of RMI's service to its municipal clients. He believes in providing the highest quality service for all RMI's municipal clients, doing what ever is necessary to ensure customer satisfaction.

Education:

Grambling State University, Grambling Louisiana; Major – Business

Key Qualifications and Experience:

- Administration and implementation of more than fifteen (15) municipal catch basin cleaning contracts throughout Southern California
- More than 18 years of experience
- D47 State Contractor's License
- Project Management and Quality Control
- Certification in Confined Space Entry
- Class B Commercial License
- Project Commitment

PROJECT MANAGERS

Mario Gudino- Project Manager

Mr. Gudino is a strong asset in our organization and has over 16 years of experience as a project manager with RMI. Mr. Gudino's duties include:

- On-Site Project Supervision
- Clean, stencil and repair catch basins
- Oversee large work crews to complete various contracts
- Manage supplies and keep track business expenses
- Responsible for knowing and abiding by city ordinances and laws
- Organized and completed over 100 awarded contracts
- Assist in Bid process
- Generate reports of work completed and report to respective authority

In addition, Mr. Gudino has five years of experience in cleaning CPS, APS, MRS and FBI inserts and is certified in Confined Space Entry; First Response for Unusual and Hazmat Occurrences; and Traffic Management.

Martin Nava- Project Manager

Mr. Nava is a project manager with RMI. Mr. Nava has more than 13 years of experience in the field providing support on well over 100 contracts. Mr. Nava's current duties include:

- On-Site Project Supervision
- Clean, stencil and repair catch basins
- Oversee large work crews to complete various contracts
- Manage supplies and keep track business expenses
- Responsible for knowing and abiding by city ordinances and laws
- Organized and completed over 100 awarded contracts
- Assist in Bid process
- Generate reports of work completed and report to respective authority

In addition, Mr. Nava has five years of experience in cleaning CPS, APS, MRS and FBI inserts and has completed Certified in Confined Space Entry training.

11-11-11 11:11:11

City of Aliso Viejo
Contact: Joe Garza, Project Manager
12 Journey # 100
Aliso Viejo, CA 92656
949-795-5665
Years Service: 10



City of Compton
Contact: George Mendoza
458 S. Alameda
Compton, CA 90411
Tel: (310) 605-5691
Years Service: 10



City of Rancho Santa Margarita
Contact: Joe Garza, Project Manager
23282 Arroyo Vista
Rancho Santa Margarita, CA 92688
(949) 795-5665
Years Service: 10



City of Laguna Niguel
Contact: Kevin Smith, Project Manager
27751 La Paz Road Unit D
Laguna Niguel, CA 92677
Tel: (949) 795-5224
Years Service: 11

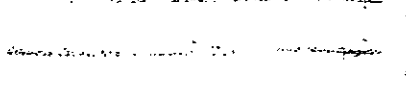
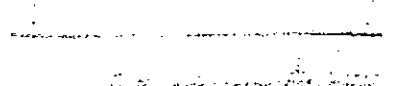
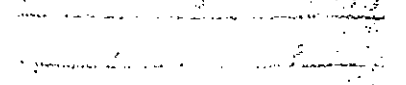


Los Angeles County Department of Public Works
Contact: Aki Gadim, Head Construction Inspector
900 S. Freemont Ave
Alhambra, CA 91803
Years Service: 18



REFERENCES

Our company's longevity and growth is a result of continually striving to meet and exceed the needs of each and every one of our service contracts. We learned early on that both large and small cities are faced with every growing regulatory requirements to effectively reduce the amount of trash and debris discharged through the municipal storm drain system. RMI addresses this need by serving as specialists in the field, and by providing quality work with cost effective pricing. RMI has an extensive list of references which includes the following:



CATCH BASIN AND STORM DRAIN
MAINTENANCE SERVICES

RMI

City of Buena Park
Contact: Doug Brodowski, Sr. Management Analyst
6650 Beach Blvd.
Buena Park, CA 90620
Tel: (714) 562-3741
Years Serviced: 8



City of Camarillo
Contact: Anita Kuhlma, Stormwater
Division Manager
283 S. Glenn Drive
Camarillo, CA 93010
Tel: (805) 388-5338
Years Serviced: 6



Palos Verdes Estates
Contact: Floriza Rivera, Associate Engineer Public Works
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
Tel: (310) 378-0383
Years Serviced: 6



City of San Diego
Contact: Daniel Lottermoser, Associate Engineer Street Division
2781 Caminito Challas MS44
San Diego, CA 92105
Tel: (619) 527-5423
Years Serviced: 4



City of Wildomar
Contact: James Bingham, Project Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
Tel: (951) 634-9206
Years Serviced: 2



City of Menifee
Contact: James Bingham, Project Manager
Menifee, CA 92586
Tel: (951) 672-6777
Years Serviced: 2



RMI guarantees the bid prices below.

Unit Price	# of CB	Extended Price
ARS Catch Basins	1000	\$ 22,000
CPS Catch Basins	5000	\$ 110,000
ARS & CPS Catch Basins	4000	\$ 88,000
Non-retrofitted Catch Basins	3338	\$ 56,746
"No Dumping" stenciling	2000	\$ 12,000
"Staff Gauge" stenciling	7500	\$ 45,000
TOTAL		\$ 333,746

Ron's Maintenance
Authorized Signature

6-30-2011
Date

DATE: 6/24/12
TIME: 1:00 PM
NAME: Sam Tyson
THIS ACKNOWLEDGES THAT
HAS RECEIVED INSTRUCTION IN:
LIFECOM
1. "Protective" Course with Breakdown
2. "Protective" Course with Breakdown
3. "Protective" Course with Breakdown
4. "Protective" Course with Breakdown

Martin Nava

DATE: 6/24/12
TIME: 1:00 PM
NAME: Sam Tyson
THIS ACKNOWLEDGES THAT
HAS RECEIVED INSTRUCTION IN:
LIFECOM
1. "Protective" Course with Breakdown
2. "Protective" Course with Breakdown
3. "Protective" Course with Breakdown
4. "Protective" Course with Breakdown

Mario Gudino

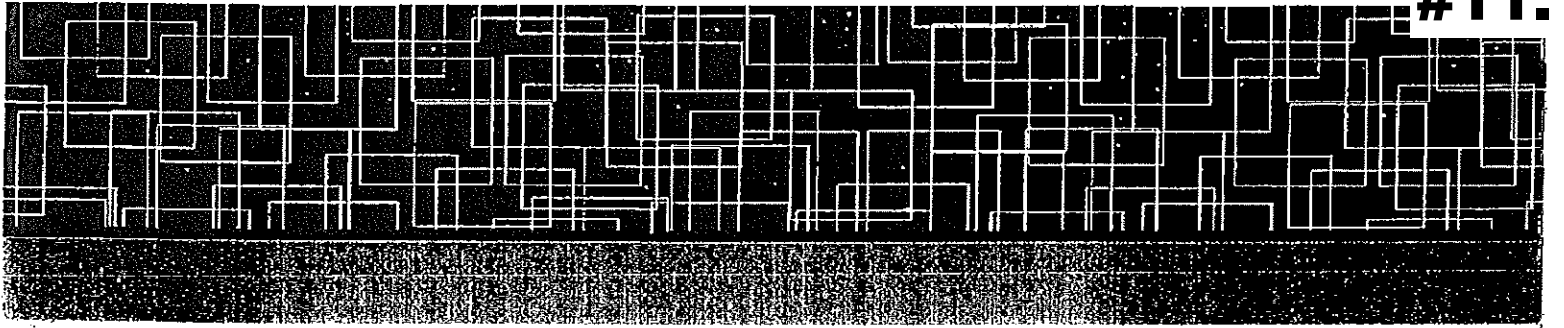
DATE: 6/24/12
TIME: 1:00 PM
NAME: Sam Tyson
THIS ACKNOWLEDGES THAT
HAS RECEIVED INSTRUCTION IN:
LIFECOM
1. "Protective" Course with Breakdown
2. "Protective" Course with Breakdown
3. "Protective" Course with Breakdown
4. "Protective" Course with Breakdown

Ron Norman

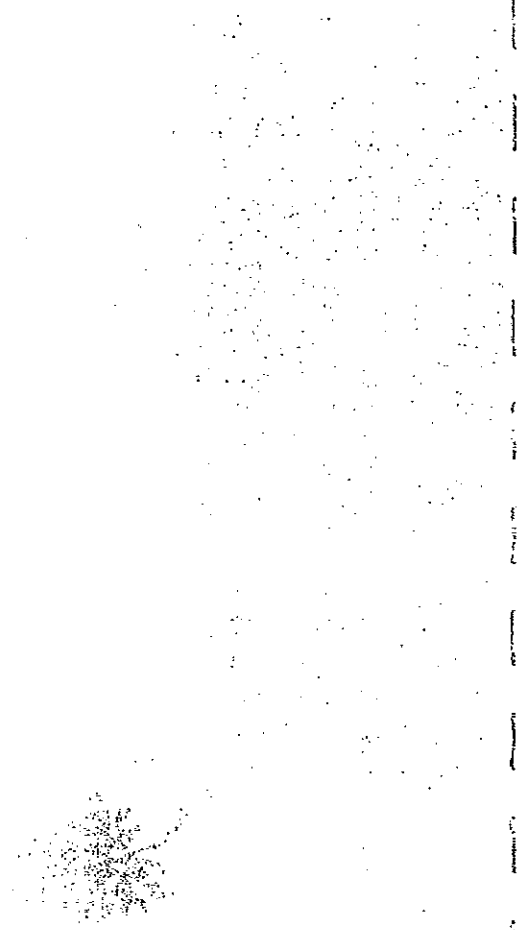
ATTACHMENT B - CONFINED SPACE CERTIFICATIONS

CATCH BASIN AND STORM DRAIN
MAINTENANCE SERVICE

RM



5428 S Broadway, Los Angeles, CA 90037 | Phone: 562.861.2430 | Fax: 562.861.2418
Ronsmaintenance@aol.com | www.Ronsmaintenance.com



Los Angeles Gateway Authority IRWM

Municipal Storm Sewer Catch Basin Maintenance Bid

<u>BIDDERS</u>	<u>BID AMOUNT</u>
Ron's Maintenance Inc	\$ 333,746.00
West Coast Storm Water Inc.	\$ 490,492.00
United Storm Water Inc.	\$ 530,640.00

Los Angeles Gateway Authority IRWM

Municipal Storm Sewer Catch Basin Maintenance Bid

BID SUMMARY

ITEM	DESCRIPTION	QTY.	UNIT	Ron's Maintenance Inc		West Coast Storm, Inc.		United Storm Water, Inc	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ARS Catch Basins	1,000.00	each	\$22.00	\$22,000.00	\$30.00	\$30,000.00	\$32.50	\$32,500.00
2	CPS Catch Basin	5,000.00	each	\$22.00	\$110,000.00	\$34.00	\$170,000.00	\$34.50	\$172,500.00
3	ARS and CPS Catch Basins	4,000.00	each	\$22.00	\$88,000.00	\$30.00	\$120,000.00	\$34.50	\$138,000.00
4	Non-Retrofitted Catch Basins	3,338.00	each	\$17.00	\$56,746.00	\$34.00	\$113,492.00	\$30.00	\$100,140.00
5	"No Dumping" Stenciling	2,000.00	each	\$6.00	\$12,000.00	\$6.00	\$12,000.00	\$25.00	\$50,000.00
6	"Staff Gauge" Stenciling	7,500.00	each	\$6.00	\$45,000.00	\$6.00	\$45,000.00	\$5.00	\$37,500.00
TOTALS					\$333,746.00		\$490,492.00		\$530,640.00

Please Note that the Unit Prices shown above are per Catch Basin Cleaning. Contracting Agencies should anticipate that a minimum of four cleanings will be required and multiply by 4.

To that end, the board presents the following bidders from lowest to highest cost. All three bidders meet the bid requirements as set forth in the bid documents enclosed herein:

Catch Basin Maintenance/Cleaning Prices:	
ARS Catch Basins	\$ 22.00 each cleaning
CPS Catch Basins	\$ 22.00 each cleaning
ARS & CPS Catch Basin	\$ 22.00 each cleaning
Non-retrofitted Catch Basins	\$ 17.00 each cleaning
"No Dumping" stenciling	\$ 6.00 each
"Staff Gauge" stenciling	\$ 6.00 each

Ron's Maintenance, Inc.
5428 So. Broadway St.
Los Angeles, CA 90037
Phone: 562-861-2430
Fax: 562-861-2418
E-mail: Ronsmaintenance@aol.com

Catch Basin Maintenance/Cleaning Prices:	
ARS Catch Basins	\$ 30.00 each cleaning
CPS Catch Basins	\$ 34.00 each cleaning
ARS & CPS Catch Basin	\$ 30.00 each cleaning
Non-retrofitted Catch Basins	\$ 34.00 each cleaning
"No Dumping" stenciling	\$ 6.00 each
"Staff Gauge" stenciling	\$ 6.00 each

WCS Storm Water and Environmental Solutions.
1188 Leiske Drive.
Rialto, CA 92376
Phone: 909-890-5700
Fax: 909-421-1700
E-mail: rpadi@wscstorm.net

United Storm Water Inc. 14000 E. Valley Blvd., City of Industry, CA 91746 Phone: 626-961-9326 Fax: 626-961-3166 E-mail: ramonm@unitedstormwater.com	
Catch Basin Maintenance/Cleaning Prices:	
ARS Catch Basins	\$ 32.50 each cleaning
CPS Catch Basins	\$ 34.50 each cleaning
ARS & CPS Catch Basin	\$ 34.50 each cleaning
Non-retrofitted Catch Basins	\$ 30.00 each cleaning
"No Dumping" stenciling	\$ 25.00 each
"Staff Gauge" stenciling	\$ 5.00 each

In the attachments to this memo, you will find a staff report to the Gateway Authority dated July 14, 2011, which describes the bidding process. In addition, the documents pertaining to the bid process, including the description of work to be included in the pricing, are attached herein for your reference. If your city wishes to utilize the competitive pricing of the Gateway Authority's selected bidder, please contact the bidder directly to enter into a contract with your city. We hope that you will find this type of service to our region's cities as helpful in minimizing costs and reducing budgetary requirements for what seems like an ever-increasing amount of unfunded mandates.

If you have any questions, or need more information, please do not hesitate to contact Grace J. Kast, Executive Officer at 562-663-6850.

Attachments: Staff Letter to Gateway Board regarding bid process
Bid Analysis
Notice Inviting Bids
Instructions to Bidders
Description of Work
Second Notice Inviting Bids

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,707 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND RON’S MAINTENANCE, INC. FOR CATCH BASIN CLEANING SERVICES

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

4/24/2013 6:24:57 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

5/2/2013 11:19:28 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/1/2013 3:33:53 PM
DATE

G. Harold Duffey
CITY MANAGER

5/1/2013 1:49:13 PM
DATE

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

May 7, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: G. HAROLD DUFFEY, CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON CHAMBER OF COMMERCE

SUMMARY

City Council adoption of the attached Resolution will authorize the City Manager to enter into a lease agreement with the Compton Chamber of Commerce for 710 square feet of indoor space at the *CareerLink* Center for a sixteen (16) month term (March 1, 2013 through June 30, 2014).

BACKGROUND

The City of Compton owns certain real the property located at 700 Bullis Road, Compton, also known as the *CareerLink* Center. This location is used as a “shared occupancy” facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals. The facility hosts the *CareerLink* Department, Compton Unified School District Administrative office and classrooms, the Compton Chambers of Commerce, and Southland Business Development.

The Compton Chamber of Commerce occupies space at *CareerLink* and requires a current lease to occupy Room 10A at a rate of \$1.97 per square foot.

STATEMENT OF THE ISSUE

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which requires that proper authorization from the City Council (i.e. an adopted resolution) and an executed written lease agreement be obtained for the leasing of City-owned facilities and/or property.

The Compton Chamber of Commerce proposes to use approximately 710 square feet of indoor space at the facility for a 16-month term. In addition to the base rental rate, the lease addresses the costs incurred by the City for utilities, maintenance and repairs, custodial and general security -- at the *CareerLink* location, staff has identified that cost to be slightly less than one dollar (\$1.00)

Staff Report – Resolution Authorizing Lease with
Compton Chamber of Commerce
May 7, 2013, page 2

per square foot. That cost to the City is recovered in the recommended monthly rental rate based on a square footage charge of \$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, maintenance, custodial and security).

ALTERNATIVE

The alternative would be to reject the lease set forth for this space and potentially forfeit the revenue available to the City.

FINANCIAL IMPACT

The estimated fiscal impact of this proposed action is a net gain of **One Thousand Three Hundred Ninety Eight Dollars and Seventy Cents (\$1,398.70) per month** or an estimated total revenue for Fiscal Year 2012-2013 of **\$5,594.80** (leasing months March through June 2013), and **\$16,784.40** for Fiscal Year 2013-2014.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing a Lease Agreement between the City of Compton and Compton Chamber of Commerce for a term of 16 months at a monthly lease rate of \$1.97 per square foot of exclusive use space.

**VAN WILSON, INTERIM DIRECTOR
GENERAL SERVICES DEPARTMENT**

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 EXECUTE
A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON
AND COMPTON CHAMBER OF COMMERCE**

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road, Compton, also known as the *CareerLink* Center which is used as a “shared Occupancy” facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals; and

WHEREAS, the Compton Chamber of Commerce occupies office space at the *CareerLink* and wishes to continue occupying space at the facility and enter into a multi-year leasing agreement; and

WHEREAS, the Compton Chamber of Commerce proposes to use approximately 710 square feet of indoor space (Room 10A) at the facility and the City has offered to lease the requested space at a monthly lease rate of One Dollar Ninety-Seven Cents (\$1.97) per square foot for a 16-month term.

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

SECTION 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a sixteen (16) month lease agreement, effective March 1, 2013 through June 30, 2014, with the Compton Chamber of Commerce for use of approximately 710 square feet of indoor space (Room 10A) at 700 North Bullis Road, Compton, Compton (*CareerLink* facility), for general office use.

SECTION 2. That the monthly lease rate shall be One Thousand Three Hundred Ninety Eight Dollars and Seventy Cents (\$1,398.70) per month (i.e. \$1.97 per square foot) for the term of the Lease.

SECTION 3. That Fund Account No. 1001 000 000 3425 has been established to receive *CareerLink* rental payments.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, General Services and *CareerLink*.

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

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: 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 _____ 2013.

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

**LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
COMPTON CHAMBER OF COMMERCE**

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**OWNER**”) and the **COMPTON CHAMBER OF COMMERCE**, (hereinafter referred to as “**LESSEE**”).

RECITALS:

WHEREAS, the City of Compton (“Owner”), has under it jurisdiction certain real property located at 700 North Bullis Road, Compton, California 90221, also known as the “CareerLink” facility (the “Site”); and

WHEREAS, on _____, 2013, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the Compton Chamber of Commerce (“Lessee”) for a period of sixteen (16) months, commencing March 1, 2013 through June 30, 2014.

NOW, THEREFORE, Owner and Lessee, for the consideration, terms and conditions herein described, mutually agree as follows:

WITNESSETH:

Section 1. PREMISES. The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee and upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Owner, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

**Compton CareerLink Facility
700 North Bullis Road
Compton, California 90221**

[The “Site”]

Lessee shall lease Room Number 10A, consisting of 710 square footage of indoor office space within the Site building (as outlined on the attached Diagram/map of the Site/Premises). Lessee may also have access to and use of shared public spaces within the Site.

[The “Premises”]

Section 2. TERM. This Lease shall be for a term of sixteen (16) months, commencing on March 1, 2013 and shall terminate on June 30, 2014, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements.

Section 3. RENT. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the sum of **One Thousand Three Hundred Ninety Eight Dollars and Seventy Cents (\$1,398.70)** per month, based on a rental rate of **One Dollar and Ninety-Seven Cents (\$1.97) per square foot** for each square feet of exclusive use space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to: General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: City of Compton
[Please identify your Lease Site on the payment]

Section 4. USE OF PREMISES. Lessee is entitled to use the Premises during normal building business hours (Mondays through Fridays, 7:00 a.m. to 6:00 p.m.), **(excepting legal City holidays)** for the following purpose(s) only:

General Office Use for the Compton Chamber of Commerce

Lessee shall not use the Premises for any other purpose without the prior written consent of the Owner. Lessee shall not use the Premises in a manner so as to interfere with Owner's use or equipment at the Site. Lessee shall not use the Premises for the storage of inoperable or unusable equipment or property.

Use of Premises at Shared Site on City Holidays and Non-Business Hours

On those dates designated by the City Council as legal City holidays, the Site **(including the Premises)** shall be closed. If Lessee desires to use the Premises on a City holiday or during non-business building hours, Lessee shall pay the City the costs (e.g. employees' salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Lessee shall include the additional amounts owed in the next lease payment.

Section 5. DELIVERY OF PREMISES. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be liable to Lessee for any loss or damage resulting therefrom and Lessee at Lessee's option, may declare this Agreement to be null and void.

Section 6. UTILITIES AND OTHER SERVICES. Owner agrees to furnish the following utilities and services at Owner's expense during normal business hours:

- a. Electricity for normal lighting and power for office use. Special or additional electrical requirements over and above the standard for general office uses will be charged directly to Lessee.

- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance.
- e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Lessee. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Lessee's utility or service provider or its equipment.

Owner shall in no way be liable or responsible for any loss, damage or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities and services supplied to Premises and/or Site, unless directly caused by the active negligence or willful misconduct of the Owner.

Section 7. ASSIGNMENT AND SUBLETTING. Lessee agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Lessee, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Owner. Any attempted assignment or subletting of this Lease without the written consent of the Owner constitutes fraud and this Agreement shall be null and void.

Section 8. ALTERATIONS AND ADDITIONS. Lessee shall not make any alterations or construct any additions or improvements in or on the Site and/or the Premises until the Owner has approved the complete plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by Owner at Lessee's expense. Lessee shall keep the Premises free of liens from such work.

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Site and/or the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

Lessee shall repair any damage to the Site and/or the Premises caused by Lessee's installation and/or removal of its personal property, alterations, improvements or additions.

Section 9. REPAIRS AND MAINTENANCE. Owner shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, and Lessee assumes any and all cost and liability for the repair and maintenance of the Premises leased herein, unless such repairs, alterations or maintenance are due to Owner's negligence or willful misconduct. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Owner in as good order, repair and condition as the same were in at the commencement of this Lease. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises. Lessee shall keep the Premises free of liens from such work.

Lessee shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease.

Lessee agrees to keep Premises in good order and condition at their sole cost and expense. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Owner shall have no liability to Lessee for any condition on the Premises leased herein and Lessee agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. Lessee agrees to hold the Owner harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the Lessee, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. INSURANCE. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Owner under forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease. The Lessee shall not occupy the Premises until the Owner has received and approved the required certification. ***Failure on the part of the Lessee to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Lease 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:

a. General Liability. Lessee shall provide and maintain at its own expense during the term of this Lease Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

b. Workers' Compensation Insurance. Lessee 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 Lessee and all risks to such persons under the Agreement.

c. Fire and Casualty Insurance. Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee 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 Premises 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. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

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

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

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

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

.4 Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee under the terms of the Lease Agreement. Lessee 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 relating to Lessee's use of the Premises.

Section 11. LOSSES. Owner shall not be responsible for losses or damage to personal property, equipment or materials of Lessee. Owner will not keep improvements

which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Section 12. DAMAGE OR DESTRUCTION. Owner agrees that should the Premises be so badly damaged by earthquake or other violent action of the elements as to render them wholly unfit for Lessee's occupancy, than this Lease shall be terminated immediately upon the happening of any such event, whereupon Lessee shall surrender the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

In the event of any lesser damage by casualty, then Owner shall commence the repair and restoration of such premises within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days, in which case it shall be commenced as soon as feasibly possible. If the damage to the Premises is caused by the Lessee or its agents, employees or invitees, then after receiving Owner's approval for the same, Lessee shall promptly repair the damage at Lessee's expense.

Section 13. DEFAULT. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 14. HOLDING OVER. In case Lessee holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 15. CANCELLATION PROVISION. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime after the twelfth (12th) month of the Lease term, upon ninety (90) days prior written notice to the other party.

Section 16. TERMINATION BY LESSEE. If Lessee terminates this Lease Agreement prior to the expiration of the first twelfth (12) months of the Lease term

without cause as provided herein, Lessee shall be liable to pay to Owner the base rental rate ("termination fee") for the remaining Lease term. All of the terms of the Lease Agreement must be complied with through the date of vacating the premises on or before the effective date of termination. Owner shall retain all remedies for non-compliance with the Lease Agreement.

If Owner is able to lease the Premises or Site prior to the end of the unexpired Lease term, Lessee shall be released from its obligation to further pay to Owner the termination fee for its early termination of the Lease Agreement.

Section 17. OWNER'S ACCESS. Lessee agrees to permit the Owner or Owner's authorized agents, upon at least twenty-four (24) hours advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 18. DISCRIMINATION. The Lessee herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises herein leased.

Section 19. INDEMNIFICATION. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner 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 Lessee's, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

Section 20. PARTNERSHIP DISCLAIMER. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the Owner. Nothing herein contained shall be construed as constituting the parties herein as partners.

Section 21. VACATING PREMISES. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 22. COMPLIANCE WITH LAWS. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 23. EASEMENTS AND RIGHT OF WAY. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be required to reimburse Lessee for any damages suffered by Lessee caused by the construction work on the easement area.

Section 24. PARKING ACCESS. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all tenants on a first-come, first-served basis.

Section 25. RELOCATION. Lessee acknowledges that Lessee, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 26. FAILURE TO PERFORM. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 27. BINDING ON SUCCESSORS. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

Section 28. AMENDMENTS. This Lease Agreement may be modified or amended only by written document executed by both Lessee and Owner'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 Lease Agreement.

Section 29. 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.

Section 30. GOVERNING LAW AND SEVERABILITY. This Agreement shall be governed by and construed under 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.

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

Lease Agreement – Compton Chamber of Commerce
CareerLink – 700 North Bullis Road
Resolution No.

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.

Section 31. NOTICES. All notices, demands or requests to be given under this Lease 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.

To OWNER:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5553
(310) 605-1753 – fax.**

With copy to:

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

To LESSEE:

**Compton Chamber of Commerce
700 North Bullis Road, Room 10A
Compton, California 90221
Attn: President
(310) 631-8611
(310) 631-2066– fax.**

Section 32. ENTIRE AGREEMENT. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

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

**COMPTON CHAMBER OF COMMERCE
LESSEE**

By _____
Lestean M. Johnson, President

Dated: _____

CITY OF COMPTON/OWNER
Recommended for Approval:

By _____
Van Wilson, (Interim) Director
General Services Department

Dated: _____

Approved by:

By _____
G. Harold Duffey, City Manager

Dated: _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

Attachmts: Resolution No. _____
Diagram of Premises
City Holiday Schedule

May 7, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON LATINO CHAMBER OF COMMERCE

SUMMARY

City Council adoption of the attached Resolution will authorize the City Manager to enter into a lease agreement with the Compton Latino Chamber of Commerce for 281 square feet of indoor space at the CareerLink Center for a twenty-nine (29) month term (February 1, 2013 through June 30, 2016).

BACKGROUND

The City of Compton owns certain real the property located at 700 Bullis Road, Compton, also known as the CareerLink Center. This location is used as a “shared occupancy” facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals. The facility hosts the CareerLink Department, Compton Unified School District Administrative office and classrooms, the Compton Chambers of Commerce, and Southland Business Development.

Compton Latino Chamber of Commerce occupies space at CareerLink and requires a current lease to occupy Room 12A at a rate of \$1.97 per square foot.

STATEMENT OF THE ISSUE

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which requires that proper authorization from the City Council (i.e. an adopted resolution) and an executed written lease agreement be obtained for the leasing of City-owned facilities and/or property.

The Compton Latino Chamber of Commerce proposes to use approximately 281 square feet of indoor space at the facility for a 29-month term. In addition to the base rental rate, the lease addresses the costs incurred by the City for utilities, maintenance and repairs, custodial and general security -- at the CareerLink location, staff has identified that cost to be slightly less than one dollar (\$1.00) per square foot. That cost to the City is recovered in the monthly rental rate

Staff Report – Resolution Authorizing Lease with
Compton Latino Chamber of Commerce
May 7, 2013, page 2

based on a square footage charge of \$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, maintenance, custodial and security).

ALTERNATIVE

The alternative would be to reject the lease set forth for this space and potentially forfeit the revenue available to the City.

FINANCIAL IMPACT

The estimated fiscal impact of this proposed action is a net gain of **Five Hundred Fifty Three Dollars and Fifty-Seven Cents (\$553.57) per month** or an estimated total revenue for Fiscal Year 2012-2013 of **\$2,767.85** (leasing months February through June 2013), and **\$6,642.84** per Fiscal Years 2013-2014 and 2014-2015.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing a Lease Agreement between the City of Compton and Compton Latino Chamber of Commerce.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN
THE CITY OF COMPTON AND COMPTON LATINO CHAMBER OF
COMMERCE**

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road, Compton, also known as the *CareerLink* Center which is used as a “shared Occupancy” facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals; and

WHEREAS, the Compton Latino Chamber of Commerce occupies office space at the *CareerLink* and wished to continue occupying space at the facility and enter into a multi-year leasing agreement; and

WHEREAS, the Compton Latino Chamber of Commerce proposes to use approximately 281 square feet of indoor space (Room 12A) at the facility and the City has offered to lease the requested space at a monthly lease rate of One Dollar Ninety-Seven Cents (\$1.97) per square foot for a 29-month term.

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

SECTION 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a twenty-nine (29) month lease agreement, effective February 1, 2013 through June 30, 2015, with the Compton Latino Chamber of Commerce for use of approximately 204 square feet of indoor space (Room 12A) at 700 North Bullis Road, Compton, Compton (*CareerLink* facility), for general office use.

SECTION 2. That the monthly lease rate shall be Five Hundred Fifty Three Dollars and Fifty-Seven Cents (\$553.57) per month (i.e. \$1.97 per square foot) for the term of the Lease.

SECTION 3. That Fund Account No. 1001 000 000 3425 has been established to receive *CareerLink* rental payments.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, General Services and *CareerLink*.

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

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: 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 _____ 2013.

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

**LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
COMPTON LATINO CHAMBER OF COMMERCE**

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**OWNER**”) and the **COMPTON LATINO CHAMBER OF COMMERCE**, (hereinafter referred to as “**LESSEE**”).

RECITALS:

WHEREAS, the City of Compton (“Owner”), has under its jurisdiction certain real property located at 700 North Bullis Road, Compton, California 90221, also known as the “CareerLink” facility (the “Site”); and

WHEREAS, on _____, 2013, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the Compton Latino Chamber of Commerce (“Lessee”) for a period of twenty-nine (29) months, commencing February 1, 2013 through June 30, 2015.

NOW, THEREFORE, Owner and Lessee, for the consideration, terms and conditions herein described, mutually agree as follows:

WITNESSETH:

Section 1. PREMISES. The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee and upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Owner, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

**Compton CareerLink Facility
700 North Bullis Road
Compton, California 9022_**

[The “Site”]

Lessee shall lease Room Number 12A, consisting of 281 square footage of indoor office space within the Site building (as outlined on the attached Diagram/map of the Site/Premises). Lessee may also have access to and use of shared public spaces within the Site.

[The “Premises”]

Section 2. TERM. This Lease shall be for a term of twenty-nine (29) months, commencing on February 1, 2013 and shall terminate on June 30, 2015, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements.

Lease Agreement – Compton Latino Chamber of Commerce
CareerLink – 700 North Bullis Road
[Resolution No.]

Section 3. RENT. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the sum of **Five Hundred Fifty Three Dollars and Fifty-Seven Cents (\$553.57)** per month, based on a rental rate of **One Dollar and Ninety-Seven Cents (\$1.97) per square foot** for each square feet of exclusive use space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to: General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: City of Compton
[Please identify your Lease Site on the payment]

Section 4. USE OF PREMISES. Lessee is entitled to use the Premises during normal building business hours (Mondays through Fridays, 7:00 a.m. to 6:00 p.m.), **(excepting legal City holidays)** for the following purpose(s) only:

General Office Use for Compton Latino Chamber of Commerce

Lessee shall not use the Premises for any other purpose without the prior written consent of the Owner. Lessee shall not use the Premises in a manner so as to interfere with Owner's use or equipment at the Site. Lessee shall not use the Premises for the storage of inoperable or unusable equipment or property.

Use of Premises at Shared Site on City Holidays and Non-Business Hours

On those dates designated by the City Council as legal City holidays, the Site **(including the Premises)** shall be closed. If Lessee desires to use the Premises on a City holiday or during non-business building hours, Lessee shall pay the City the costs (e.g. employees' salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Lessee shall include the additional amounts owed in the next lease payment.

Section 5. DELIVERY OF PREMISES. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be liable to Lessee for any loss or damage resulting therefrom and Lessee at Lessee's option, may declare this Agreement to be null and void.

Section 6. UTILITIES AND OTHER SERVICES. Owner agrees to furnish the following utilities and services at Owner's expense during normal business hours:

- a. Electricity for normal lighting and power for office use. Special or additional electrical requirements over and above the standard for general office uses will be charged directly to Lessee.

**Lease Agreement – Compton Latino Chamber of Commerce
CareerLink – 700 North Bullis Road
[Resolution No.]**

- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance.
- e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Lessee. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Lessee's utility or service provider or its equipment.

Owner shall in no way be liable or responsible for any loss, damage or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities and services supplied to Premises and/or Site, unless directly caused by the active negligence or willful misconduct of the Owner.

Section 7. ASSIGNMENT AND SUBLETTING. Lessee agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Lessee, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Owner. Any attempted assignment or subletting of this Lease without the written consent of the Owner constitutes fraud and this Agreement shall be null and void.

Section 8. ALTERATIONS AND ADDITIONS. Lessee shall not make any alterations or construct any additions or improvements in or on the Site and/or the Premises until the Owner has approved the complete plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by Owner at Lessee's expense. Lessee shall keep the Premises free of liens from such work.

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Site and/or the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

Lessee shall repair any damage to the Site and/or the Premises caused by Lessee's installation and/or removal of its personal property, alterations, improvements or additions.

Section 9. REPAIRS AND MAINTENANCE. Owner shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, and Lessee assumes any and all cost and liability for the repair and maintenance of the Premises leased herein, unless such repairs, alterations or maintenance are due to Owner's negligence or willful misconduct. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Owner in as good order, repair and condition as the same were in at the commencement of this Lease. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises. Lessee shall keep the Premises free of liens from such work.

Lessee shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease.

Lessee agrees to keep Premises in good order and condition at their sole cost and expense. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Owner shall have no liability to Lessee for any condition on the Premises leased herein and Lessee agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. Lessee agrees to hold the Owner harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the Lessee, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. INSURANCE. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Owner under forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease. The Lessee shall not occupy the Premises until the Owner has received and approved the required certification. ***Failure on the part of the Lessee to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Lease 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:

Lease Agreement – Compton Latino Chamber of Commerce
CareerLink – 700 North Bullis Road
[Resolution No.]

a. General Liability. Lessee shall provide and maintain at its own expense during the term of this Lease Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

b. Workers' Compensation Insurance. Lessee 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 Lessee and all risks to such persons under the Agreement.

c. Fire and Casualty Insurance. Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee 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 Premises 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. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

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

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

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

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

.4 Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee under the terms of the Lease Agreement. Lessee 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 relating to Lessee's use of the Premises.

Section 11. LOSSES. Owner shall not be responsible for losses or damage to personal property, equipment or materials of Lessee. Owner will not keep improvements

**Lease Agreement – Compton Latino Chamber of Commerce
CareerLink – 700 North Bullis Road
[Resolution No.]**

which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Section 12. DAMAGE OR DESTRUCTION. Owner agrees that should the Premises be so badly damaged by earthquake or other violent action of the elements as to render them wholly unfit for Lessee's occupancy, than this Lease shall be terminated immediately upon the happening of any such event, whereupon Lessee shall surrender the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

In the event of any lesser damage by casualty, then Owner shall commence the repair and restoration of such premises within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days, in which case it shall be commenced as soon as feasibly possible. If the damage to the Premises is caused by the Lessee or its agents, employees or invitees, then after receiving Owner's approval for the same, Lessee shall promptly repair the damage at Lessee's expense.

Section 13. DEFAULT. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 14. HOLDING OVER. In case Lessee holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 15. CANCELLATION PROVISION. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime after the twenty-fourth (24th) month of the Lease term, upon ninety (90) days prior written notice to the other party.

Section 16. TERMINATION BY LESSEE. If Lessee terminates this Lease Agreement prior to the expiration of the first twenty-four (24) months of the Lease term

**Lease Agreement – Compton Latino Chamber of Commerce
CareerLink – 700 North Bullis Road
[Resolution No.]**

without cause as provided herein, Lessee shall be liable to pay to Owner the base rental rate ("termination fee") for the remaining Lease term. All of the terms of the Lease Agreement must be complied with through the date of vacating the premises on or before the effective date of termination. Owner shall retain all remedies for non-compliance with the Lease Agreement.

If Owner is able to lease the Premises or Site prior to the end of the unexpired Lease term, Lessee shall be released from its obligation to further pay to Owner the termination fee for its early termination of the Lease Agreement.

Section 17. OWNER'S ACCESS. Lessee agrees to permit the Owner or Owner's authorized agents, upon at least twenty-four (24) hours advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 18. DISCRIMINATION. The Lessee herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises herein leased.

Section 19. INDEMNIFICATION. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner 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 Lessee's, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

Section 20. PARTNERSHIP DISCLAIMER. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the Owner. Nothing herein contained shall be construed as constituting the parties herein as partners.

Section 21. VACATING PREMISES. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 22. COMPLIANCE WITH LAWS. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 23. EASEMENTS AND RIGHT OF WAY. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be required to reimburse Lessee for any damages suffered by Lessee caused by the construction work on the easement area.

Section 24. PARKING ACCESS. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all tenants on a first-come, first-served basis.

Section 25. RELOCATION. Lessee acknowledges that Lessee, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 26. FAILURE TO PERFORM. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 27. BINDING ON SUCCESSORS. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

Section 28. AMENDMENTS. This Lease Agreement may be modified or amended only by written document executed by both Lessee and Owner'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 Lease Agreement.

Section 29. 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.

Section 30. GOVERNING LAW AND SEVERABILITY. This Agreement shall be governed by and construed under 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.

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

**Lease Agreement – Compton Latino Chamber of Commerce
CareerLink – 700 North Bullis Road
[Resolution No.]**

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.

Section 31. NOTICES. All notices, demands or requests to be given under this Lease 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.

To OWNER:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5553
(310) 605-1753 – fax.**

With copy to:

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

To LESSEE:

**Compton Latino Chamber of Commerce
Post Office Box 4711
Compton, California 90220
Attn: President
()
() – fax.**

Section 32. ENTIRE AGREEMENT. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

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

**COMPTON LATINO CHAMBER OF COMMERCE
LESSEE**

By _____
Maria Villarreal, President

Dated: _____

Lease Agreement – Compton Latino Chamber of Commerce
CareerLink – 700 North Bullis Road
[Resolution No.]

CITY OF COMPTON/OWNER
Recommended for Approval:

By _____
Kelly Montgomery, (Interim) Director
General Services Department

Dated: _____

By _____
G. Harold Duffey, City Manager

Dated: _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

Attachmts: Resolution No. _____
Diagram of Premises
City Holiday Schedule

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

General Services

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE LATINO CHAMBER OF COMMERCE

<ManagersName>

DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>

DATE

REVIEW / APPROVAL

<LegalName>

CITY ATTORNEY

<LegalDate>

DATE

<ControllerName>

CITY CONTROLLER

<ControllerDate>

DATE

<CityManager>

CITY MANAGER

<CityManagerDate>

DATE

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

May 7, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE 2012-2013 FISCAL YEAR BUDGET TO INCREASE REVENUE AND EXPEDITURES WITHIN THE CITY MANAGER'S DEPARTMENT**

SUMMARY

This Resolution will authorize an amendment to the 2012-2013 Fiscal Year Budget to increase revenue and expenditures within the City Manager's Office in the amount of \$240,000.00 in order to allow previously authorized payments to be issued.

BACKGROUND

Pursuant to Resolution Number 23,742, the City contracted with MuniServices, LLC for auditing services of the City's various revenue sources. This arrangement has been beneficial to both parties, and a significant increase of revenue has been realized as a result of MuniServices efforts.

STATEMENT OF ISSUE

As a result of the increased revenue that MuniServices, LLC auditing has provided the City of Compton, the company is entitled to more percentage based fees than is currently estimated in the appropriate City's expenditure account. Consequently, staff is requesting that the additional revenue and expenditure funds be increased to meet the City's obligations for the accounts indicated below.

FISCAL IMPACT

To meet the projected and actual financial obligations identified above, it is necessary to increase expenditures as follows:

Increase Revenue in following General Fund Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>
1001-000-000-3110	Sales Tax	\$100,000.00

#16.

Staff Report Re Resolution Amending FY 2012-2013 Budget
Increase Revenue & Expenditures in City Manager's Office
May 7, 2013

1001-000-000-3684	Advertisement Fee	\$ 90,000.00
1001-000-000-3160	Telephone User Fee	\$ 50,000.00

Total	<u>\$240,000.00</u>
--------------	----------------------------

Increase Expenditures in following General Fund Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>
1001-510-000-4262	Other Professional Services	\$ 20,000.00
1001-510-000-4269	Other Contract Services	220,000.00
Total	<u>\$240,000.00</u>	

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AN AMENDMENT TO THE 2012-2013 FISCAL YEAR
BUDGET TO INCREASE REVENUE AND EXPEDITURES WITHIN THE
CITY MANAGER’S DEPARTMENT

WHEREAS, the City contracted with MuniServices, LLC for various auditing services pursuant to Resolution Number 23,742; and

WHEREAS, additional revenue has been realized from this arrangement; and

WHEREAS, staff is requesting that additional revenue from MuniServices auditing efforts be appropriated into account number 1001-510-000-4262 to meet the various obligations of the account, including MuniServices, LLC percentage based fees for its rendered services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
RESOLVES AS FOLLOWS:

Section 1. That the City Council hereby authorizes amendment to the City’s 2012-2013 Fiscal Year Budget to increase revenue and expenditures within the City Manager’s Department as follows:

Increase Revenue in following General Fund Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>
1001-000-000-3110	Sales Tax	\$100,000.00
1001-000-000-3684	Advertisement Fee	\$ 90,000.00
1001-000-000-3160	Telephone User Fee	\$ 50,000.00
Total		<u>\$240,000.00</u>

Increase Expenditures in following General Fund Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>
1001-510-000-4262	Other Professional Services	\$ 20,000.00
1001-510-000-4269	Other Contract Services	220,000.00
Total		<u>\$240,000.00</u>

Section 2. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

Section 3. That a copy of this Resolution shall be forwarded to the office of the City Manager, City Attorney, City Clerk and the City Controller.

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2013.

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

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

CITY CLERK OF THE CITY OF COMPTON

May 7, 2013

TO: MAYOR AND CITY COUNCILMEMBERS

FROM: ALITA L. GODWIN, CMC CITY CLERK

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON DECLARING THE RESULTS OF
PRIMARY NOMINATING ELECTION HELD IN SAID
CITY ON APRIL 16, 2013**

A Primary Nominating Election was held and conducted in the City of Compton, on Tuesday, April 16, 2013, as required by law.

In accordance with Section 6-4 of the Compton Municipal Code, it is requested that the City Council canvass the election results. Upon conclusion of the canvass, it is hereby requested that the attached resolution be adopted.

Alita L. Godwin, CMC
City Clerk of Compton

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING THE RESULTS OF THE PRIMARY NOMINATING
ELECTION HELD IN SAID CITY ON APRIL 16, 2013**

WHEREAS, a Primary Nominating Election was held and conducted in the City of Compton, California, on Tuesday, April 16, 2013, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California for the holding of elections in charter cities; and

WHEREAS, the City Clerk canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit "A" for Polling Site Precincts and Exhibit "B" for Vote-by-Mail Precincts and Vote-by-Mail & Provisional (2nd Count).

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

SECTION 1. That the City Council of the City of Compton does hereby find, determine and declare as follows:

- (a) That pursuant to applicable law, a Primary Nominating Election was held and conducted in said City on the 16th day of April, 2013; and
- (b) That said election was held and conducted in conformity with all applicable provisions of law; and
- (c) That said election was held for the purpose of nominating and or election qualified persons to certain municipal offices; and
- (d) That the offices considered at said election were as follows:
 - (1) Mayor of said City, for a full term of four (4) years;
 - (2) Member of the City Council for District Number 2 of said City, for a full term of four (4) years;
 - (3) Member of the City Council for District Number 3 of said City, for a full term of four (4) years;
 - (4) For the Office of City Attorney of said City, for a full term of four (4) years;
 - (5) For the Office of City Clerk of said City, for a full term of four (4) years;
 - (6) For the Office of City Treasurer of said City, for a full term of four (4) years;
- (e) That the City Council of said City has heretofore conducted a canvass of the results thereof in accordance with applicable law.

SECTION 2. That the statement of election results, relating to said Primary Nominating Election is as follows:

- (a) The whole number of votes cast in the City is as follows:
 - (1) Total Votes Cast (Other than Vote-by-Mail Ballots): **3967**
 - (2) Vote-by-Mail and Provisional Ballots: **3010**

SECTION 3. That the names of persons voted for at the election for Mayor are as follows:

Omar Bradley
Aja Brown
Jeremy Burton
Charles Davis
B. Kwaku Duren
Jacquelyn Deloatch
Rodney Allen Rippy
Lynn Rodgers-Boone
William T. Kemp
Calvin “Joe” Moore
Charles Strickland
Eric J. Perrodin

That the names of persons voted for at the election for member of City Council-District 2 are as follows:

Bill Ivey
Roberto Carrillo
Isaac Galvan
Cynthia Green-Geter
Anton Blakely
Lillie Dobson
Rose M. Downs

That the names of persons voted for at the election for member of City Council-District 3 are as follows:

Yvonne Arceneaux
Elizabeth Ramirez
Yosie Reynaga
Diana Sanchez
Sandra Lightner
Joyce Kelly (write-in)

That the name of the person voted for at the election for City Attorney is as follows:

Craig J. Cornwell

That the names of the persons voted for at the election for City Clerk are as follows:

Alita Godwin
Satra Zurita

That the names of the persons voted for at the election for City Treasurer are as follows:

Jasper “Jay” Jackson
Skyy D. Fisher
Douglas Sanders

That the measure voted for at the election is as follows:

SHALL THE “POLICE POWERS” THAT CAN BE PROVIDED IN THE CITY OF COMPTON BY A MUNICIPAL POLICE DEPARTMENT BE PROVIDED BY THE LOS ANGELES COUNTY SHERIFF’S DEPARTMENT?	YES
	NO

SECTION 4. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates and for and against the measure were as listed in Exhibit “A” for Polling Site Precincts and Exhibit “B” for Vote-by-Mail Precincts and Vote-by-Mail & Provisional (2nd Count).

SECTION 5. The City Council does declare and determine that Yvonne Arceneaux was elected as Member of the City Council, District 3 for the full term of 4 (four) years; that Craig J. Cornwell was elected as City Attorney for a full term of 4 (four) years; that Alita L. Godwin was elected as City Clerk for a full term of 4 (four) years; and that Douglas Sanders was elected as City Treasurer for a full term of 4 (four) years.

SECTION 6. That as a result of the election, a majority of the voters voting on Measure I relating to police powers that can be provided in the City of Compton by a municipal police department be provided by the Los Angeles County Sheriff’s Department did vote in favor of it, and that the measure was carried, and shall be deemed adopted and ratified.

SECTION 7. The City Clerk shall enter in the records of the City Council of the City, a statement of the results of the election, showing:

- 1. The whole number of ballots cast in the City;
- 2. The names of the persons voted for;
- 3. The measure voted upon
- 4. For what office each person was voted for;
- 5. The number of votes given at each precinct to each person, and for and against each measure
- 6. The total number of votes given to each person, and for and against each measure.

SECTION 8. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

RESOLUTION NO. _____
Page 4

SECTION 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing resolution was duly 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 _____, 2013.

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

AYES: Council Members-
NOES: Council Members-
ABSENT: Council Members-
ABSTAIN: Council Members-

CLERK OF THE CITY OF COMPTON

EXHIBT A

FOR MAYOR

PRECINCT	OMAR BRADLEY	AJA BROWN	JEREMY BURTON	CHARLES DAVIS
2	7	34	1	1
3	97	44	2	10
4	33	39	1	5
5	27	51	1	8
6	19	25	3	3
7	59	86	2	15
8	21	38	6	9
9	24	25	9	8
10	28	27	1	2
15	56	65	1	6
18	34	42	4	8
24	175	80	0	11
27	26	26	0	2
28	20	10	0	1
30	41	27	1	2
33	12	25	0	1
42	14	17	1	3
45	55	52	1	8
52	75	73	3	9
62	16	12	3	7
113	63	75	4	4
132	17	32	3	11
136	52	56	1	10
149	8	15	0	1
152	24	46	4	14
153	52	69	3	13
155	23	23	1	1
157	25	33	0	5
300	4	10	2	0

FOR MAYOR (cont.)

PRECINCT	B. KWAKU DUREN	JAQUELINE DELOATCH	RODNEY RIPPY	LYNN-RODGERS BOONE
2	0	1	2	0
3	1	4	2	2
4	0	3	1	3
5	0	0	0	2
6	2	3	1	7
7	0	3	1	6
8	3	2	1	0
9	0	2	3	0
10	0	0	2	3
15	2	2	3	2
18	0	2	0	1
24	1	3	3	9
27	0	3	1	11
28	1	1	0	0
30	0	5	1	23
33	0	1	0	0
42	0	4	0	0
45	3	1	3	3

FOR MAYOR (cont.)

<u>PRECINCT</u>	<u>B. KWAKU DUREN</u>	<u>JAQUELINE DELOATCH</u>	<u>RODNEY RIPPY</u>	<u>LYNN RODGERS-BOONE</u>
52	1	2	1	6
62	1	1	1	0
113	0	3	0	7
132	1	2	1	4
136	4	4	2	2
149	0	0	0	0
152	0	1	3	4
153	4	1	4	13
155	1	1	0	4
157	0	3	0	0
300	0	0	0	0

FOR MAYOR (cont.)

<u>PRECINCT</u>	<u>WILLIAM KEMP</u>	<u>CALVIN MOORE</u>	<u>CHARLES STRICKLAND</u>	<u>ERIC J. PERRODIN</u>
2	0	1	4	10
3	13	0	0	25
4	6	0	1	44
5	3	0	0	46
6	6	0	1	27
7	12	0	1	58
8	11	0	4	18
9	4	3	0	18
10	1	0	1	6
15	3	1	4	38
18	9	1	3	28
24	8	0	0	30
27	6	1	0	12
28	5	0	0	15
30	3	0	2	20
33	1	0	0	19
42	2	0	3	17
45	8	1	3	61
52	8	1	4	57
62	4	0	1	20
113	2	0	5	47
132	5	0	2	21
136	7	0	4	31
149	0	0	0	14
152	7	7	3	67
153	7	0	2	81
155	3	2	1	37
157	3	0	5	24
300	0	0	0	7

FOR COUNCILMEMBER, DISTRICT NO.2

<u>PRECINCT</u>	<u>BILL IVEY</u>	<u>ROBERT CARRILLO</u>	<u>ISAAC GALVAN</u>	<u>CYNTHIA GREEN-GETER</u>
2	1	3	23	7
6	24	4	15	1
8	27	11	24	5
9	5	18	19	6
136	33	4	27	20
149	4	15	2	1
300	1	3	5	1

FOR COUNCILMEMBER, DISTRICT NO.2 (cont.)

<u>PRECINCT</u>	<u>ANTON BLAKELY</u>	<u>LILLIE DOBSON</u>	<u>ROSE DOWNS</u>
2	11	16	2
6	11	25	19
8	19	15	9
9	16	26	6
136	37	35	17
149	6	11	1
300	5	6	2

FOR COUNCILMEMBER, DISTRICT NO. 3

<u>PRECINCT</u>	<u>YVONNE ARCENEUX</u>	<u>ELIZABETH RAMIREZ</u>	<u>YOSIE REYNAGA</u>	<u>DIANA SANCHEZ</u>	<u>SANDRA LIGHTNER</u>	<u>JOYCE KELLY*</u>
10	45	3	1	14	8	0
45	103	8	0	54	3	1
52	108	19	4	85	19	2
113	107	5	0	52	35	7
152	107	10	1	51	8	0
153	109	20	2	113	6	3
155	61	1	0	25	6	0
157	56	3	6	26	6	1

*JOYCE KELLY WAS A WRITE-IN CANDIDATE

FOR CITY ATTORNEY

<u>PRECINCT</u>	<u>CRAIG J. CORNWELL</u>
2	51
3	148
4	117
5	109
6	68
7	188
8	78
9	72
10	53
15	138
18	91
24	227
27	67
28	39
30	96
33	51
42	46
45	159
52	177
62	47
113	167
132	70
136	122
149	27
152	144
153	189
155	72
300	82

FOR CITY CLERK

<u>PRECINCT</u>	<u>ALITA GODWIN</u>	<u>SATRA ZURITA</u>
2	30	33
3	82	107
4	78	61
5	77	64
6	51	40
7	126	114
8	47	64
9	40	55
10	32	31
15	80	95
18	57	69
24	122	185
27	49	39
28	21	29
30	58	67
33	22	34
42	23	36
45	102	87
52	112	120
62	33	30
113	81	109
132	41	53
136	88	73
149	20	17
152	99	70
153	121	115
155	33	60
157	39	56
300	17	8

FOR CITY TREASURER

<u>PRECINCT</u>	<u>JASPER JACKSON</u>	<u>SKYY D. FISHER</u>	<u>DOUGLAS SANDERS</u>
2	14	29	21
3	80	35	74
4	22	24	83
5	31	32	69
6	20	21	50
7	57	54	129
8	18	31	58
9	16	38	41
10	28	9	31
15	43	35	90
18	19	15	81
24	108	57	124
27	16	21	47
28	19	7	23
30	24	27	68
33	19	12	25
42	16	9	33
45	52	30	99
52	54	57	112
62	16	9	33
113	56	32	102
132	22	17	51
136	44	45	73

FOR CITY TREASURER (cont.)

<u>PRECINCT</u>	<u>JASPER JACKSON</u>	<u>SKYY D. FISHER</u>	<u>DOUGLAS SANDERS</u>
149	4	9	16
152	34	31	98
153	45	47	130
155	23	19	50
157	21	24	49
300	3	1	19

MEASURE I

<u>PRECINCT</u>	<u>YES</u>	<u>NO</u>
2	27	30
3	94	86
4	64	57
5	86	43
6	35	51
7	136	92
8	78	36
9	60	34
10	37	29
15	88	83
18	61	51
24	180	101
27	49	34
28	23	21
30	57	54
33	27	29
42	32	23
45	115	70
52	132	81
62	34	24
113	108	79
132	47	40
136	84	66
149	22	17
152	96	68
153	112	118
155	42	45
157	57	36
300	13	11

EXHIBT B

VOTE-BY-MAIL

FOR MAYOR

PRECINCT	OMAR BRADLEY	AJA BROWN	JEREMY BURTON	CHARLES DAVIS
2	3	25	0	7
3	39	32	3	11
4	10	10	1	8
5	2	10	1	9
6	2	11	0	4
7	9	27	2	12
8	14	36	3	12
9	7	11	0	7
10	20	2	0	1
15	9	25	0	8
18	23	11	0	11
24	82	43	1	23
27	8	8	1	2
28	10	12	1	4
30	23	6	1	1
33	1	4	0	1
42	5	5	0	3
45	15	11	0	8
52	28	34	2	4
62	14	15	0	4
113	21	24	2	8
132	6	14	6	8
136	13	22	2	7
149	2	4	0	0
152	8	22	1	13
153	10	6	1	6
155	10	5	0	4
157	7	7	0	3
300	1	2	1	1

FOR MAYOR (cont.)

PRECINCT	B. KWAKU DUREN	JAQUELINE DELOATCH	RODNEY RIPPY	LYNN-RODGERS BOONE
2	0	2	0	1
3	0	2	5	4
4	0	1	0	0
5	3	0	0	1
6	1	1	2	1
7	2	1	0	2
8	0	4	2	0
9	0	0	0	0
10	0	0	0	0
15	1	0	1	3
18	1	0	1	0
24	1	3	3	9
27	2	1	2	2
28	0	1	0	0
30	0	4	1	15
33	0	3	0	0

FOR MAYOR (cont.)

<u>PRECINCT</u>	<u>B. KWAKU DUREN</u>	<u>JAQUELINE DELOATCH</u>	<u>RODNEY RIPPY</u>	<u>LYNN-RODGERS BOONE</u>
42	0	1	0	0
45	0	0	1	5
52	1	1	0	2
62	1	2	1	2
113	0	1	2	2
132	0	0	4	0
136	1	1	5	2
149	0	1	0	0
152	0	2	2	2
153	0	0	2	4
155	0	1	1	2
157	0	1	0	1
300	1	0	0	1

FOR MAYOR (cont.)

<u>PRECINCT</u>	<u>WILLIAM KEMP</u>	<u>CALVIN MOORE</u>	<u>CHARLES STRICKLAND</u>	<u>ERIC J. PERRODIN</u>
2	2	0	0	5
3	7	0	0	23
4	5	0	1	28
5	5	1	1	14
6	1	0	2	6
7	12	2	3	48
8	7	4	1	41
9	2	0	3	9
10	1	0	0	11
15	3	1	1	25
18	0	0	0	17
24	8	0	4	52
27	2	0	0	11
28	0	0	1	11
30	3	0	0	8
33	2	0	0	3
42	1	0	0	11
45	10	0	1	25
52	7	1	3	44
62	0	0	2	10
113	6	0	0	25
132	4	0	1	13
136	5	0	1	14
149	2	0	0	3
152	3	1	0	31
153	6	0	2	32
155	3	0	0	12
157	1	0	0	12
300	4	0	0	1

FOR COUNCILMEMBER, DISTRICT NO.2

PRECINCT	BILL IVEY	ROBERT CARRILLO	ISAAC GALVAN	CYNTHIA GREEN-GETER
2	7	2	6	4
6	8	2	5	1
8	18	5	52	1
9	3	0	4	4
136	4	6	12	7
149	0	6	1	1
300	5	1	1	2

FOR COUNCILMEMBER, DISTRICT NO.2 (cont.)

PRECINCT	ANTON BLAKELY	LILLIE DOBSON	ROSE DOWNS
2	9	5	10
6	3	7	5
8	7	31	12
9	12	12	3
136	14	15	14
149	1	3	0
300	0	2	1

FOR COUNCILMEMBER, DISTRICT NO. 3

PRECINCT	YVONNE ARCENEUX	ELIZABETH RAMIREZ	YOSIE REYNAGA	DIANA SANCHEZ	SANDRA LIGHTNER	JOYCE* KELLY
10	29	1	0	2	3	0
45	43	6	1	22	7	0
52	72	2	0	35	17	2
113	46	4	6	15	18	1
152	61	3	2	15	5	0
153	45	5	0	18	2	0
155	29	0	0	4	2	1
157	20	2	2	6	0	2

***Write-In Candidate**

FOR CITY ATTORNEY

PRECINCT	CRAIG J. CORNWELL
2	35
3	106
4	57
5	40
6	27
7	100
8	106
9	29
10	27
15	63
18	60
24	178

FOR CITY ATTORNEY (cont.)

<u>PRECINCT</u>	<u>CRAIG J. CORNWELL</u>
27	26
28	37
30	45
33	9
42	22
45	64
52	107
62	35
113	66
132	50
136	55
149	9
152	66
153	51
155	33
157	29
300	12

FOR CITY CLERK

<u>PRECINCT</u>	<u>ALITA GODWIN</u>	<u>SATRA ZURITA</u>
2	21	23
3	58	54
4	41	23
5	32	16
6	18	12
7	79	37
8	63	55
9	23	13
10	21	14
15	45	35
18	36	25
24	128	88
27	23	15
28	22	19
30	33	26
33	3	11
42	16	10
45	53	24
52	68	55
62	30	20
113	43	47
132	23	29
136	45	28
149	5	7
152	62	20
153	41	26
155	22	12
157	25	8
300	5	7

FOR CITY TREASURER

PRECINCT	JASPER JACKSON	SKYY D. FISHER	DOUGLAS SANDERS
2	4	24	14
3	49	25	49
4	7	13	41
5	7	13	26
6	9	6	15
7	10	28	75
8	22	32	66
9	8	13	16
10	5	6	22
15	18	20	41
18	8	17	34
24	81	52	89
27	5	16	15
28	7	15	20
30	20	17	24
33	6	1	5
42	5	9	11
45	12	7	51
52	28	35	60
62	18	11	21
113	23	20	45
132	7	25	22
136	12	25	35
149	1	5	6
152	15	14	51
153	11	9	46
155	3	12	20
157	7	2	23
300	1	4	7

MEASURE I

PRECINCT	YES	NO
2	36	9
3	74	41
4	37	22
5	33	9
6	13	18
7	83	33
8	89	30
9	20	14
10	24	8
15	46	29
18	39	19
24	147	57
27	18	15
28	23	19
30	33	26
33	9	4
42	12	12
45	45	19
52	78	42
62	31	14
113	58	26
132	40	14
136	48	18
149	9	3
152	53	25

MEASURE I (cont.)

<u>PRECINCT</u>	<u>YES</u>	<u>NO</u>
153	33	27
155	21	12
157	21	9
300	9	3

VOTE-BY-MAIL & PROVISIONALS
2ND COUNT

FOR MAYOR

<u>PRECINCT</u>	<u>OMAR BRADLEY</u>	<u>AJA BROWN</u>	<u>JEREMY BURTON</u>	<u>CHARLES DAVIS</u>
2	3	27	1	3
3	20	15	0	1
4	12	11	2	6
5	1	1	0	0
6	5	9	1	1
7	21	21	1	3
8	20	36	0	6
9	8	9	0	6
10	18	9	0	1
15	4	8	1	1
18	11	8	0	0
24	39	13	0	1
27	2	5	0	0
28	3	3	0	3
30	11	6	0	3
33	0	1	2	0
42	3	2	0	0
45	16	9	0	1
52	24	6	1	2
62	4	3	0	0
113	15	19	0	1
132	7	9	0	10
136	6	9	8	0
149	5	2	0	2
152	5	14	0	3
153	12	14	0	5
155	6	5	0	0
157	4	12	0	1
300	2	0	0	0
Total	1796	1887	104	428

FOR MAYOR (cont.)

<u>PRECINCT</u>	<u>B. KWAKU DUREN</u>	<u>JAQUELINE DELOATCH</u>	<u>RODNEY RIPPY</u>	<u>LYNN-RODGERS BOONE</u>
2	0	0	0	2
3	0	2	1	2
4	0	1	0	0
5	0	0	0	0
6	0	0	2	3
7	0	2	1	2
8	4	2	2	0
9	0	0	0	0
10	0	1	1	0
15	0	1	0	0

FOR MAYOR (cont.)

PRECINCT	B. KWAKU DUREN	JAQUELINE DELOATCH	RODNEY RIPPY	LYNN-RODGERS BOONE
18	0	1	0	0
24	0	1	2	5
27	0	1	0	0
28	0	1	0	1
30	0	0	0	1
33	0	0	0	1
42	0	0	0	0
45	0	0	0	0
52	0	1	2	0
62	0	0	0	0
113	0	2	0	0
132	1	0	0	0
136	3	1	0	2
149	0	0	1	0
152	0	1	0	4
153	1	1	0	2
155	0	0	0	0
157	0	0	0	0
300	0	0	0	0
Total	49	112	87	195

FOR MAYOR (cont.)

PRECINCT	WILLIAM KEMP	CALVIN MOORE	CHARLES STRICKLAND	ERIC J. PERRODIN
2	3	0	2	6
3	5	0	1	9
4	2	0	0	5
5	0	0	0	1
6	0	0	1	7
7	4	0	1	30
8	1	0	14	21
9	0	1	2	7
10	1	0	2	9
15	0	0	0	7
18	0	0	0	5
24	6	0	1	8
27	0	0	0	4
28	1	0	0	4
30	0	0	0	2
33	0	0	0	3
42	0	0	0	0
45	3	0	0	16
52	1	0	2	9
62	1	0	1	1
113	3	0	1	13
132	2	0	0	3
136	3	0	1	5
149	1	0	0	1
152	2	0	0	10
153	1	1	0	23
155	0	0	1	3
157	2	0	0	6
300	0	0	1	2
Total	301	30	112	1663

FOR COUNCILMEMBER, DISTRICT NO.2

PRECINCT	BILL IVEY	ROBERT CARRILLO	ISAAC GALVAN	CYNTHIA GREEN-GETER
2	1	3	30	6
6	1	0	14	0
8	4	4	70	4
9	2	3	10	3
136	2	9	11	7
149	0	3	4	0
300	0	0	3	0
Total	150	102	338	81

FOR COUNCILMEMBER, DISTRICT NO.2 (cont.)

PRECINCT	ANTON BLAKELY	LILLIE DOBSON	ROSE DOWNS
2	4	2	2
6	4	7	4
8	11	9	2
9	4	4	3
136	7	4	0
149	2	1	2
300	1	0	1
Total	184	236	115

FOR COUNCILMEMBER, DISTRICT NO. 3

PRECINCT	YVONNE ARCENEUX	ELIZABETH RAMIREZ	YOSIE REYNAGA	DIANA SANCHEZ	SANDRA LIGHTNER	JOYCE* KELLY
10	14	1	0	0	2	0
45	26	2	0	10	4	0
52	28	1	2	9	3	0
113	28	5	0	10	8	1
152	18	1	1	12	7	0
153	23	10	2	25	1	0
155	11	1	0	1	1	0
157	15	0	0	9	1	0
Total	1204	113	30	613	199	21

***Write-In Candidate**

FOR CITY ATTORNEY

PRECINCT	CRAIG J. CORNWELL
2	36
3	42
4	35
5	4
6	21
7	61
8	73

FOR CITY ATTORNEY (cont.)

<u>PRECINCT</u>	<u>CRAIG J. CORNWELL</u>
9	27
10	32
15	18
18	21
24	47
27	8
28	12
30	20
33	1
42	2
45	28
52	36
62	10
113	41
132	26
136	31
149	11
152	32
153	45
155	12
157	20
300	4
Total	5213

FOR CITY CLERK

<u>PRECINCT</u>	<u>ALITA GODWIN</u>	<u>SATRA ZURITA</u>
2	15	32
3	16	40
4	18	20
5	3	1
6	13	11
7	33	46
8	52	52
9	13	18
10	14	28
15	10	12
18	10	15
24	23	45
27	3	9
28	9	6
30	10	11
33	2	4
42	2	2
45	32	12
52	27	19
62	1	9
113	32	19
132	24	9
136	26	10
149	3	10
152	23	15
153	25	33
155	5	11
157	14	9
300	2	3
Total	3335	3191

FOR CITY TREASURER

<u>PRECINCT</u>	<u>JASPER JACKSON</u>	<u>SKYY D. FISHER</u>	<u>DOUGLAS SANDERS</u>
2	14	15	17
3	22	15	18
4	9	8	22
5	2	1	1
6	10	5	11
7	26	21	35
8	24	32	43
9	3	10	15
10	11	11	18
15	6	4	12
18	2	8	14
24	23	17	24
27	0	4	7
28	1	4	10
30	4	4	13
33	1	2	1
42	1	1	1
45	12	8	19
52	11	8	25
62	3	7	0
113	19	6	25
132	15	9	8
136	9	18	9
149	1	6	4
152	5	8	23
153	17	14	26
155	2	5	8
157	5	3	16
300	3	1	1
Total	1594	1508	3255

MEASURE I

<u>PRECINCT</u>	<u>YES</u>	<u>NO</u>
2	30	17
3	31	22
4	20	17
5	3	1
6	18	9
7	44	36
8	68	29
9	15	14
10	24	15
15	7	13
18	13	12
24	47	21
27	6	3
28	12	2
30	16	6
33	3	3
42	1	3
45	24	15
52	39	8
62	4	6
113	32	15
132	22	10
136	29	8

#17.

MEASURE I (cont.)

<u>PRECINCT</u>	<u>YES</u>	<u>NO</u>
149	7	6
152	24	13
153	35	23
155	9	4
157	15	9
300	3	2
Total	3779	2428

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
215214	04/29/13	C. H. A. N. G. E.	Payment for graffiti removal services in the City of Compton	\$3,150.00	\$7,350.00

Requested by City Manager's Office

I hereby certify that the above demand in the amount of \$ 3,150.00 was approved at a regular meeting of the City Council and reject _____ as of May 7, 2013.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on May 7, 2013 allowed the above demand.

Alita Godwin
City Clerk



CHANGING THE
PRESENT TO SECURE
OUR FUTURE!!

INVOICE

C.H.A.N.G.E. FOUNDATION
120 West Douglas St,
Compton CA 90222
562-388-2538 * 562-965-4040

TO

Mr. H. Duffey
City Manager Department
Compton CA 90220
310-605-5500

INVOICE#	JOB	PAYMENT TERMS	SUBMIT DATE
005	GRIFITTI REMOVAL	WEEKLY	4/14/2013

DATE	DESCRIPTION	HOUR	TOTAL PAY
04/08/2013	Graffiti Removal		350.00
04/10/2013	Graffiti Removal		350.00
04/12/2013	Graffiti Removal		350.00
SUBTOTAL			1050.00
ADJUSTMENTS			
TOTAL			1050.00

Paid By	<i>[Signature]</i>
DATE	10005105
P.O. #	C 01134
A/C #	1061-68-000-4269
A/C #	

[Signature]
Okay To Pay

#18.



CHANGING THE
PRESENT TO SECURE
OUR FUTURE!!

INVOICE

C.H.A.N.G.E. FOUNDATION
120 West Douglas St,
Compton CA 90222
562-388-2538 * 562-965-4040

TO

Mr. H. Duffey
City Manager Department
Compton CA 90220
310-605-5500

INVOICE#	JOB	PAYMENT TERMS	SUBMIT DATE
006	GRIFITTI REMOVAL	WEEKLY	4/22/2013
DATE	DESCRIPTION	HOUR	TOTAL PAY
04/15/2013	Graffiti Removal		350.00
04/17/2013	Graffiti Removal		350.00
04/19/2013	Graffiti Removal		350.00
SUBTOTAL			1050.00
ADJUSTMENTS			
TOTAL			1050.00

Paid By	AN
DATE	10005105
P.O. #	C 01134
A.C. #	1001-68-0000-4269
NO. #	

Okay To Pay



CHANGING THE
PRESENT TO SECURE
OUR FUTURE!!

INVOICE

C.H.A.N.G.E. FOUNDATION
120 West Douglas St,
Compton CA 90222
562-388-2538 * 562-965-4040

TO

Mr. H. Duffey
City Manager Department
Compton CA 90220
310-605-5500

INVOICE#	JOB	PAYMENT TERMS	SUBMIT DATE
004	GRITTTI REMOVAL	WEEKLY	4/8/2013
DATE	DESCRIPTION	HOURL	TOTAL PAY
04/01/2013	Graffiti Removal		350.00
04/03/2013	Graffiti Removal		350.00
04/05/2013	Graffiti Removal		350.00
SUBTOTAL			1050.00
ADJUSTMENTS			
TOTAL			1050.00

Paid By	IN
V#	10005105
P.O. #	01134
DATE	1061.68.0000.4569 (P)


Okay To Pay

