NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, November 12, 2013
5:45 PM

HEARING(S)

5:50 P.M. - PUBLIC HEARING - ESTABLISHMENT OF A SCHEDULE OF FEES FOR COMMERCIAL VEHICLE AND PUSHCART VENDING PURSUANT TO SECTIONS 9-25 (VENDING FROM COMMERCIAL VEHICLES AND 9-26 (PUSHCART VENDORS) OF THE COMPTON MUNICIPAL CODE (Item #22)

6:15 P.M. - PUBLIC HEARING - CONDITIONAL USE PERMIT (CUP) AND BUSINESS LICENSE FOR THE BROTHERS OF THE SUN MOTORCYCLE CLUB LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON (Cancelled: Brothers of the Sun have waived their right to a hearing.) (Item #11)

6:30 P.M. - CONDITIONAL USE PERMIT AND BUSINESS LICENSE HEARING FOR HUB MOTEL 714 S. LONG BEACH BLVD (Item #7)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION - KAISER PERMANENTE TO PRESENT A CHECK TO ORGANIZATIONS THAT PROVIDE HEALTH AND HUMAN SERVICES TO THE CITY OF COMPTON - (Angels for Sight, Compton Initiative, Elevate Your G.A.M.E., INMED and St. Johns Clinic)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. OCTOBER 15, 2013
OCTOBER 22, 2013

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. ANNEXATION PROGRAM INFORMATION - **(Receive/File)**

4. 125 EVENTS SCHEDULE UPDATE - **(Receive/File)**

5. INVESTMENT REPORTS - August and September 2013 **(Receive/File)**

6. DEPARTMENTAL MONTHLY REPORTS **(Receive/File)**

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

7. ACTION REQUESTED: CITY COUNCIL TO RENDER DECISION REGARDING BUSINESS LICENSE AND CONDITIONAL USE PERMIT FOR HUB MOTEL (714 S. Long Beach Blvd.) - Staff to return with resolution reflecting City Council's decision)

8. POWERPOINT PRESENTATION - JULY 26, 2013 COMPTON SHERIFF PROSTITUTION OPERATION

UNFINISHED BUSINESS

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY **(SECOND READING)**

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE JANUARY 2012 SIDE LETTER AGREEMENT BETWEEN THE CITY AND THE COALITION OF COMPTON UNIONS AND ESTABLISHING THE FURLOUGH SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013 - 2014

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SPECIAL USE RESOLUTION NO. 1804 OF THE PLANNING COMMISSION TO MODIFY THE CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT (NOW REFERRED TO AS CONDITIONAL USE PERMIT) NO. 1282 FOR THE BROTHERS OF THE SUN MOTORCYCLE CLUB LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND REPAIR

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AUTOMATIC DATA PROCESSING, INC. (ADP) FOR HUMAN RESOURCE AND PAYROLL PROCESSING SOFTWARE AND SERVICES

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT (PW/MU) TO FILE A NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE FOR PACIFIC STATES FOR THE CONSTRUCTION OF AN ABOVE GROUND 750,000 GALLON POTABLE WATER STORAGE RESERVOIR IN SIBRIE PARK AND RELEASING RETENTION FUNDS

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF BRANDON SUPPLY CORP FOR THE FURNISING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING FUNDS BETWEEN ACCOUNTS

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SIDEWALK AND STREET EASEMENTS FOR THE COMPTON SENIOR APARTMENTS, L.P. (META HOUSING) PROJECT

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS SUCCESSOR IN INTEREST TO THE HOUSING ASSETS AND FUNCTIONS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING AN "ESTOPPEL AND SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT" BETWEEN COMPTON SENIOR APARTMENTS, L.P. AND THE CITY OF COMPTON FOR THE DISPOSITION OF CERTAIN PROPERTY IN CONNECTION WITH A PROPOSED SENIOR RESIDENTIAL DEVELOPMENT LOCATED IN THE NORTH DOWNTOWN MASTER PLAN AREA

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-01) WITHIN THE CITY LIMITS

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM CIVILSOURCE, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-02) WITHIN THE CITY LIMITS

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL, AND PETROLEUM PRODUCTS FOR THE COMPTON FIRE DEPARTMENT

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A SCHEDULE OF FEES FOR VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS PURSUANT TO CHAPTER 9 OF THE COMPTON MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 23,845

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013-2014 FISCAL YEAR BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE FIRST QUARTER BUDGET REVIEW

APPROVAL OF WARRANTS

24. Warrant #217794 - Date - 9/23/13 Name - Mark Woods DBA Woods Consultants - Compensation for the purchase of camera, video equipment and accessories for the City of Compton - $13,835.00 Requested by: City Manager's Office

Warrant #218536 - Date 10/31/13 Name - 1st PMF Bancorp - Emergency transportation and basic life Support - $60,484.66 Requested by: Fire Department

Total Amount - $74,319.66

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, November 19, 2013 @ 5:45 PM.

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OCTOBER 15, 2013

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

ROLL CALL

Council Members Present: **Zurita, Galvan, Arceneaux, Jones, Brown**
Council Members Absent: **None**

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

6:00 P.M. - PUBLIC HEARING - FIND THAT THE CITY OF COMPTON BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPT THE CONGESTION MANAGEMENT LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089 (Item #3)

On motion by Arceneaux, seconded by Zurita, the public hearing was opened at 7:09 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

Glen Kau, Public Works Director, presented this public hearing and Item No. 3 for adoption to ensure that the City of Compton is in conformance with California Government Code Section 65089 which identifies and develops the parameters of the Congestion Management Local Development Report (LDR).

AUDIENCE COMMENTS ON THE PUBLIC HEARING

Rudolfo Ruval, Compton resident, proposed that the Congestion Management Program (CMP) include plans to reconstruct the Alameda Corridor.

Mellow Desire, film-maker for inner-city youth, asked who Mr. Kau is and why people are so angry with certain candidates. She went on to state that the problem with Compton and many other urban cities is the infrastructure and misappropriation of public funds.

Mayor Brown advised Ms. Desire to make comments relative to the hearing.

Joyce Kelly, Compton resident, asked that Mr. Kau address the air quality on Rosecrans Avenue between Long Beach Boulevard and Bradfield Street due to smells of natural gas in the air.

Lynn Boone, Compton resident, requested the possibility of the City receiving more gas tax in the event that there are additions or changes to this report. She also asked if there is information available on the Local Development Report.

***Councilperson Zurita exited the meeting at 7:17 p.m.**

Mr. Kau stated that in regards to gas taxes, he could not verify whether or not the City would receive additional monies for additions or changes; however, he indicated that the current report qualifies the City to be able to apply for transportation funds.

Mr. Kau also noted that the traffic surveys are conducted bi-annually by the County of Los Angeles Public Works Department which is scheduled for 2015.

Val Dudley, Compton resident, asked Mr. Kau if it would cost the City money if the City is deemed ineligible for transportation funds. Mr. Kau explained to Ms. Dudley that without those funds various projects, such as signalization and traffic signal improvements, would not be provided nor completed.

On motion by Arceneaux, seconded by Galvan, the public hearing was closed at 7:22 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

COUNCIL COMMENTS ON THE PUBLIC HEARING

***Councilperson Zurita entered the meeting at 7:23 p.m.**

Councilperson Arceneaux asked Mr. Kau if the report is prepared and ready for submittal to the appropriate agencies.

Mr. Kau replied affirmatively noting that once action is taken tonight staff will finalize the report for submittal to Metro.

6:15 P.M. - PUBLIC HEARING - CONDITIONAL USE PERMIT (CUP) AND BUSINESS LICENSE FOR THE BROTHERS OF THE SUN MOTORCYCLE CLUB LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON

On motion by Arceneaux, seconded by Jones, the public hearing was continued to Tuesday, November 5, 2013 at 6:15 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

6:30 P.M. - PUBLIC HEARING - CONDITIONAL USE PERMIT (CUP) AND BUSINESS LICENSE FOR THE HUB MOTEL LOCATED AT 714 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON

On motion by Arceneaux, seconded by Jones, the public hearing was continued to Tuesday, November 12, 2013 at 6:30 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Sergeant Rob Jones, Town Sheriffs' Program Supervisor, updated the City Council on the Sheriffs' Department's efforts to address graffiti removal with Municipal Law Enforcement Services (MLES), loitering around Red's Liquor Store, the development of business and neighborhood watch programs, and the Community Camp-Out scheduled for October 23, 2013 near Cesar Chavez Park.

Benjamin Holifield, Compton resident, encouraged residents and business owners to partner with the Town Sheriffs' program in an effort to make Compton a cleaner and safer community. He questioned if someone is monitoring MLES activities because he is disappointed with the current condition of the City. Finally, Mr. Holifield insisted that Councilperson Jones attend and participate in Compton Business Chamber meetings to help them resolve their issues.

Pastor German, Optimal Christian Academy, mentioned his extensive work experience with the youth in juvenile detention centers and solicited young men to help redevelop the blighted area between Long Beach Boulevard and Palmer Street.

Rudolfo Ruval, Compton resident, asked that the new requirements and schedule of fees to operate pushcarts and ice cream trucks be circulated throughout the community. He also proposed that the City consider adopting the unincorporated islands of Los Angeles to ensure consistency within the City's borders. Finally, Mr. Ruval asked that the City establish programs that assist senior citizens with their cable bills.

Lorraine Cervantes, Compton resident, maintained that the former administration and Compton Sheriff's Department are responsible for the decrease in crime over the past ten years. She petitioned the City Council to do their jobs and to stop taking credit for things that could not be accomplished in four months. She asked that this Body build up the City of Compton in the media and have a little respect for the people that live in the community.

Reverend Brown, 125 Committee, petitioned the City Council to support the efforts of the committee established to celebrate and recognize the City of Compton's 125th Anniversary.

Mellow Desire, film-maker for inner city youth, petitioned the City Council to create a visual arts director position within the City of Compton. She questioned if the City would be able to help fund her organization to execute the audition for the casting call scheduled for October 23, 2013 at Lueders Park. Ms. Desire also mentioned that she would like to rehabilitate the property located at Willowbrook and 132nd Street.

Mayor Brown asked the City Manager to address the speaker.

City Manager Duffey stated that the City does not currently have a position or classification available at this time for visual arts director and deferred comments regarding the application process to Marvin Hunt the interim Director of Parks and Recreation.

Marvin Hunt, Interim Director of Parks and Recreation, stated that he became aware of the event during the City Council meeting when Ms. Desire initially introduced the event. He cited a conversation with Ms. Desire and the Sheriff's Department informing her of the process involved to conduct an event of this caliber. Mr. Hunt further indicated that as conversations continued, he realized that the event would require permits needed for a special event.

Mayor Brown advised Ms. Desire to contact the appropriate City staff to remedy this issue.

[Ms. Desire continued dialogue with Mayor Brown on and off camera.]

The meeting recessed at 7:54 p.m. and reconvened at 7:59 p.m.

Arthur Keaton, Compton resident, asked that staff address the sink hole in the Third District. He also questioned why the City would install inoperable cameras at Tucker Park which is inundated with regular occurrences of sexual misconduct, drug abuse, and furniture dumping.

Mayor Brown directed the City Manager to add an update on the pavement management study to his reports.

Michael Turner, Compton resident, asked the City Attorney to address whether or not residents are obligated to pay sewer and capital improvements charges because trash and sewer charges are paid for on property tax statements.

City Attorney Cornwell advised Mr. Turner to pay his entire bill.

Mr. Turner stated that he would pay for water and trash; and authorized the City to turn off his sewer and capital improvement charges because he cannot afford to make those payments.

Mayor Brown proposed a town hall meeting to address the logistics of the water rates.

Joyce Kelly, Compton resident, advised the City Attorney to read what the Brown Act defines as disruptive behavior, as it relates to the disturbance that occurred a few moments ago. She mentioned the statements made by the union representative last week and challenged him to repeat his comments with regard to the new hires. She cited problems with the Channel 36 broadcast of the City Council meeting and questioned the reason for the new water meters.

Lynn Boone, Compton resident, professed that Item No. 2 should be a conflict of interest for someone on the City Council. She spoke in opposition to Item Nos. 6 and 10 and argued that existing employees would not be given the opportunity to advance to any of these positions. She referenced Item No. 5 and announced that another hearing would be held during the month of December 2013.

Mike Madoni, Compton Latino Chamber of Commerce member, cited a lack of agendas in the Council Chambers and public restrooms around Metro stations. He also challenged Mayor Brown to address whether or not the Latino community has representation on this City Council.

Mayor Brown confirmed that Councilperson Galvan is representation for the Latino community in terms of the City Council. Ms. Brown went on to encourage the citizens of Compton to focus on equality and moving the City forward towards its goal of a clean and safe community.

Tomas Carlos, Compton resident, suggested that anyone interested in recalling Assembly Bill 1266 to go to Calvary Chapel Church for petitions to sign and/or distribute. He commented on the success of the Third District Town Sheriffs' Community Camp Out and thanked Councilperson Arceneaux and the Sheriff's Department for their efforts. He went on to mention the phone calls he received from residents complaining about harassment from MLES and Animal Control. He asked that code enforcement officials be respectful to senior citizens due to possible health conditions that can be aggravated through confrontation.

Susan Adams, Compton resident and President of the National Council of Negro Women (NCNW) Compton Section, invited the City Council to attend the 50th Anniversary of NCNW Compton Section Celebration to be held Saturday, October 19, 2013 at 10 a.m. at the Compton library. She also announced that Mayor Brown would be honored with the Distinguished Community Leader Award at the upcoming 39th Annual Bethune/Luncheon Recognition.

CONSENT AGENDA

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

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

APPROVAL OF MINUTES

1. OCTOBER 1, 2013 (Approved)

GENERAL SERVICES

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA OF LOS ANGELES **(Resolution #23,846)**

PUBLIC WORKS-MAINTENANCE

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FINDING THE CITY OF COMPTON TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089 **(Resolution #23,847)**

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

4. CITY OF COMPTON 125TH BIRTHDAY CELEBRATION PROPOSED EVENTS/DIRECTION AND APPROVAL FROM CITY COUNCIL

Reverend Brown offered a presentation on the committee's plans to off-set the costs to host a series of events commemorating the City of Compton's 125th Birthday Celebration.

Mayor Brown commended the 125 Committee on their efforts to celebrate the longevity and success of Compton's 125 years of incorporation.

Mayor Brown also mentioned that she wants to make certain that the City does not expend its resources on a Christmas parade; her desire is to provide food to families during the holidays in the event that the City expends any resources at all.

Councilperson Arceneaux agreed with Mayor Brown's comments and articulated her support for the Festival of Trees event and its efforts to generate resources for the 125th Birthday Celebration.

City Manager Duffey stated that he would come back with a list of items that would indicate the potential costs, if any.

On motion by Zurita, seconded by Jones, the report was received and filed, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

CITY ATTORNEY'S REPORTS

5. Jackson v. City of Compton - Oral Report

City Attorney Cornwell reported that the court hearing held Thursday, October 10, 2013 to address various anomalies with the City's election process lasted less than five minutes and resulted in a continued trial setting conference scheduled for December 10, 2013 at 9:30 a.m.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF CHIEF BUILDING OFFICIAL

On motion by Zurita, seconded by Jones, **Resolution #23,848** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF CHIEF BUILDING OFFICIAL"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ISSUE A PURCHASE ORDER TO WATERLINE TECHNOLOGIES, INC. FOR FURNISHING AND DELIVERY OF SODIUM HYPOCHLORITE @ 12.5% CONCENTRATION

On motion by Zurita, seconded by Jones, **Resolution #23,849** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ISSUE A PURCHASE ORDER TO WATERLINE TECHNOLOGIES, INC. FOR FURNISHING AND DELIVERY OF SODIUM HYPOCHLORITE @ 12.5% CONCENTRATION"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO BRANDON SUPPLY CORPORATION FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES

On motion by Zurita, seconded by Jones, **Resolution #23,850** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO BRANDON SUPPLY CORPORATION FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF BADGER METER FOR THE FURNISHING AND DELIVERY OF LEAD FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS

On motion by Zurita, seconded by Jones, **Resolution #23,851** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF BADGER METER FOR THE FURNISHING AND DELIVERY OF LEAD FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013-2014 FISCAL YEAR BUDGET TO ADD ONE (1) STREET SUPERINTENDENT POSITION AND ONE (1) CUSTOMER SERVICE REPRESENTATIVE POSITION IN THE PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT

On motion by Zurita, seconded by Jones, **Resolution #23,852** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013-2014 FISCAL YEAR BUDGET TO ADD ONE (1) STREET SUPERINTENDENT POSITION AND ONE (1) CUSTOMER SERVICE REPRESENTATIVE POSITION IN THE PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- 2nd Annual Walk for a Cure will be held Saturday, October 19, 2013 at the Compton Greenleaf Parkway located at Greenleaf and Wilmington Boulevard. Registration begins at 7 a.m. and the walk begins at 8:30 a.m. For additional information please call Keira Jo at (310) 605-5510.

- Dollarhide Neighborhood Community Center will host the Music & Drama Gospel Concert Friday, October 25, 2013 from 10 a.m. to 2 p.m. For additional information please call the center at (310) 605-5688.

- Wells Fargo Bank Job Fair will be held Wednesday, October 23, 2013 from 2 p.m. to 6 p.m. in the Gateway Towne Center.

Councilperson Galvan offered the following communications/announcements:

- Thanked the City Manager for assisting him with a complaint by a member of the business community.

- Thanked Councilperson Arceneaux her for the advice and mentorship.

- Clarified that he is not the only person on the City Council that represents the Latino community.

Meeting adjournments:
Dodi Soza

Councilperson Arceneaux offered the following communications/announcements:

- Agreed with Councilperson Galvan's comments and stated that this Body serves together representing the entire City of Compton.

- Parks and Recreation will be offering a Five On Five Youth Flag Football League for elementary school-aged boys. For additional information please call (310) 605-5688.

Councilperson Jones offered the following communications/announcements:

- Fourth District Clean-up will be held Saturday, October 19, 2013. Volunteers are asked to meet at Emerson Elementary School.

- 5th Annual Children's Fall Festival will be held Saturday, October 26, 2013 at Kelly Park at 10 a.m.

- Thanked Reverend Brown and the 125 Committee for their efforts to commemorate the City of Compton's 125th Anniversary of incorporation.

City Clerk Godwin offered the following communications/announcements:

- Boards and Commissions workshop will be held November 7, 2013 in the Council Chambers from 6 p.m. to 8 p.m.

- Two-Part Ethics Training Class will be held November 16, 2013 from 11 a.m. to 1 p.m. and 2 p.m. to 4 p.m. Notices will be mailed to existing and prospective commissioners. All citizens are encouraged to attend.

#2.

Mayor Brown offered the following communications/announcements:

- Compton Youth Music Clinic will be held Saturday, October 19, 2013 at the Compton Salvation Army from 10 a.m. to 1:30 p.m. 100 slots are available for youths ages 13 to 18. To RSVP for this event, email info@urbanvision.cdc.org.

- Volunteers for the Community Policing Taskforce Big Brother program are asked to meet at the Youth Athletic League (Y.A.L.) October 16, 2013 at 6:30 p.m.

- Volunteer Information Meeting will be held Wednesday, October 23, 2013 at 6:30 p.m.

- A Free Public Legal Services Fair will be held Saturday, October 26, 2013 at the law library located at 2007 East Compton Boulevard from 10 a.m. to 4 p.m. To register for the Expungement Seminar, participants are asked to call (323) 801-7950.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 9:09 p.m. in memory of **Dodi Sota**, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

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

OCTOBER 22, 2013

The City Council meeting was called to order at 6:27 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: **Zurita, Galvan, Arceneaux, Jones, Brown**
Council Members Absent: **None**

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

AUDIENCE RECOGNITIONS

Mayor Brown recognized the Youth Justice Coalition, Compton Superior Court Judge Kelvin Filer, State Lobbyist Agassi, and Debbie Wong.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, Compton resident, suggested that City employees verifying business licenses should be dressed in professional business attire so that business owners are not intimidated by the process. Mr. Holifield also asked that the City take precautionary measures to ensure that the citizens have an adequate water supply in each District in the event of an emergency.

Willie Colvin, Compton resident, maintained that he had sufficient evidence to substantiate his claims regarding a parking ticket he received in error. Mr. Colvin also stated that he was concerned about the treatment he received from a City employee when inquiring about the parking ticket.

The following members of the Youth Justice Coalition petitioned the City Council to adopt and enforce resolutions that facilitate changes in law enforcement policy and City programming to address, reduce, and prevent both police and community violence in the City of Compton: Julio Marquez, Juan Pena, Kim McGill, Blanca De La Trinadad, Ms. Cruthy, Brandon Elliot, Fernando Esposito, Emilio Estevez, Michael Richardson, Sofia De La Trinadad, Davon Williams, Jaime Alvaredo, Jose Guyagos, Carla Fuentes, and Shante'.

Mayor Brown commended the strength and efforts of the Youth Justice Coalition to bring their questions and concerns to the City Council.

Mayor Brown further urged the organization to contact her office for information on Compton's Community Policing Taskforce, Town Sheriffs' program, and Community Interaction Academy.

Paula Boyd, announced a Resource Fair/Talent Show & Luncheon to be held on behalf of the youth in the City of Compton. The event is scheduled for Saturday, November 2, 2013 at Compton High School from 10 a.m. to 4 p.m.

Carolyn Stokes, Compton resident, requested the status of the camera surveillance program on Long Beach Boulevard.

City Manager Duffey notified Ms. Stokes that an innovative mobile camera operation would be installed on Long Beach Boulevard during the third week of November 2013.

Joyce Kelly, Compton resident, concurred with Ms. Boone that it should have been a priority of this Body to televise the Candidates Forum. She commended the youth for bringing their concerns to this City Council and urged the residents to vote for Lorraine Cervantes, Lynn Boone, Yolanda Lopez, Joseph Lewis, Carol Bradley and William Kemp in the upcoming elections.

Michael Turner, Compton resident, petitioned the City Council to lower the resident's water rates.

Alexis Rayner, Compton resident, petitioned the City Council to defend the community and invest their resources into activities that protect them against Sheriffs' and community warfare.

CONSENT AGENDA

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

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

APPROVAL OF MINUTES

1. OCTOBER 8, 2013 (Approved).

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. CLAIMS AGAINST THE CITY OF COMPTON

   Elvin Anderson III v. City of Compton (I-8603/LI0000291A)
   Calvin Smith v. City of Compton (I-8600/LI0000288A)
   Bobby Walker v. City of Compton (I-8598/LI0000286A)
   (Claims denied)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

3. REQUEST A PUBLIC HEARING ON THE ESTABLISHMENT OF A SCHEDULE OF FEES FOR COMMERCIAL VEHICLE AND PUSHCART VENDING PURSUANT TO SECTIONS 9-25 (VENDING FROM COMMERCIAL VEHICLES) AND 9-26 (PUSHCART VENDORS) OF THE COMPTON MUNICIPAL CODE

On motion by Arceneaux, seconded by Jones, a public hearing was scheduled for Tuesday, November 12, 2013 at 5:50 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

4. ORAL REPORT - DEBBIE WONG - MAINTENANCE OF CALTRANS PROPERTIES NEAR THE CITY OF COMPTON (Presentation made)

Debbie Wong, Deputy District Director of Maintenance for Caltrans, presented an oral report to the City Council regarding a recently approved project report and freeway maintenance agreement for the 91 Freeway. Ms. Wong indicated that previous discussions concerning landscaping for the 91 and 710 freeways reach back as far as 1989. She explained that the project report approves hardscaping on the 91 Freeway from the Los Angeles River to Downey Avenue. Additionally, she cited another project in the works that includes extensive landscaping and irrigation systems on the 710 Freeway between Imperial Highway and the 405 Freeway.

City Manager Duffey asked Ms. Wong to elaborate on the current condition of the 91 Freeway. Ms. Wong explained that she was informed by the landscape architect that because the freeway was designed to cut through industrial areas, they were more concerned about getting the roads through the cities; so therefore an agreement was reached that it would not be considered a landscape route.

Councilperson Arceneaux thanked Debbie Wong for responding to her request and concerns for the maintenance on the 91 Freeway. Ms. Arceneaux also requested a sampling of the hardscape renderings to be used.

Councilperson Zurita stated that she is looking forward to seeing the improvements along the 91 Freeway.

Mayor Brown requested a presentation on the proposed color schemes and renderings.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF DIRECTOR OF PARKS AND RECREATION

On motion by Zurita, seconded by Jones, **Resolution # 23,853** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF DIRECTOR OF PARKS AND RECREATION"** was approved, by the following vote on roll call:
AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY (FIRST READING)

On motion by Arceneaux, seconded by Zurita, to waive the reading of the ordinance in full, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

On motion by Arceneaux, seconded by Jones, **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY"** was placed on first reading by title only, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-2014 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SIALIC CONTRACTORS COPRORATION DBA SHAWNAN FOR THE PAVING OF WILLIAMS ALLEY PROJECT (CIP# 09-09)

Councilperson Zurita requested a ground-breaking and ribbon-cutting ceremony to celebrate the completion of a project that has been ten years in the making.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,854** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-2014 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SIALIC CONTRACTORS COPRORATION DBA SHAWNAN FOR THE PAVING OF WILLIAMS ALLEY PROJECT (CIP# 09-09)"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-2014 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SIALIC CONTRACTORS CORPORATION DBS SHAWNAN FOR THE PAVING OF ORIS/WINONA ALLEY PROJECT (CIP#09-07)

On motion by Zurita, seconded by Jones, **Resolution #23,855** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-2014 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SIALIC CONTRACTORS CORPORATION DBS SHAWNAN FOR THE PAVING OF ORIS/WINONA ALLEY PROJECT (CIP#09-07)"** was approved, by the following vote on roll call:
AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM TRIMMING LAND COMPANY, INC., AUTHORIZE THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR CITYWIDE TREE MAINTENANCE SERVICES WITHIN THE CITY LIMITS

Councilperson Galvan stated that he is looking forward to seeing more trees trimmed in the Second District.

Councilperson Arceneaux indicated that she is also looking forward to seeing TLC's mulching project realized on the City's under-developed properties, especially on the 18 acres along Alondra Boulevard.

Councilperson Zurita commended TLC Inc. for their service to the Compton community.

On motion by Arceneaux, seconded by Jones, **Resolution #23,856** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM TRIMMING LAND COMPANY, INC., AUTHORIZE THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR CITYWIDE TREE MAINTENANCE SERVICES WITHIN THE CITY LIMITS"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

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

COUNCIL COMMENTS

Councilperson Zurita offered the following announcements/communications:

- Commended Keara Joe and her team for their efforts to organize the 2nd Annual Walk for a Cure in the City of Compton. Ms. Zurita also thanked the following individuals for their support: Assemblyman Isadore Hall III, Compton Unified School District School Board Member Satra Zurita, Women's Commission, Congresswoman Janice Hahn, Mayor Brown, Councilperson Arceneaux, City Clerk Godwin, City Attorney Cornwell, City Manager Duffey, Compton Fire and the General Services Department.

- Dollarhide Neighborhood Center Annual Gospel Concert will be held Friday, October 25, 2013 from 10 a.m. to 2 p.m. For additional information please call (310) 605-5688.

Councilperson Galvan offered the following announcements/communications:

- Commended Councilperson Zurita on the success of the 2nd Annual Walk for a Cure event held over the weekend.

- Directed the City Manager to remove the graffiti at Cesar Chavez Park prior to the Town Sheriffs' Community Camp Out event.

Councilperson Arceneaux offered the following announcements/communications:

- Commented on the success of the 2nd Annual Walk for a Cure.

- Attended the Third Annual Found LA: Festival of Neighborhoods at the Compton Creek.

- Parks and Recreation Department will be hosting their Annual Halloween Spooktacular events to be held Saturday, October 26, 2013 at Burrell McDonald Park from 6 p.m. to 9 p.m. and Thursday, October 31, 2013 at Wilson Park from 5 p.m. to 8 p.m.

- Parks and Recreation Department will also be hosting a 'Kids Clay and Ceramics Class' Wednesday, November 6, 2013 at Burrell McDonald Park.

Councilperson Jones offered the following announcements/communications:

- Commented on the success of the Just Do Good Clean-Up at Emerson Elementary School.

- Children's Fall Festival will be held Saturday, October 26, 2013 at Kelly Park from 10 a.m. to 6 p.m.

- Free Housing Seminar for tenants and landlords will be held Thursday, October 24, 2013 at the Compton Library from 3 p.m. to 5 p.m.

- Compton Blue Line Transit Farmer's Market will be held Wednesday, October 23, 2013 from 3 p.m. to 7 p.m.

Mayor Brown offered the following announcements/communications:

- Attended the 2nd Annual Walk for a Cure, Crossroads United Methodist Church Service, Third Annual Found LA: Festival of Neighborhoods event, Compton Music Clinic Opening Day, and the Compton Initiative Quarterly Clean-Up.

- Vision for Compton Volunteer Informational meeting will be held Wednesday, October 23, 2013 in the Council Chambers at 6:30 p.m.

- Coffee with the Mayor will be rescheduled for the month of November.

- First Annual Call to Action Church & Non-Profit Symposium will be held Friday, November 15, 2013.

- Advised the community to confirm with her office on anyone trying to access their facility on behalf of the Mayor's Office: (310) 605-5597 or email contactmayor@comptoncity.org.

- Youth tennis lessons and adult & seniors recreational play will begin November 5, 2013 at Lueders Park. If you would like more information please call (310) 605-5688.

#2.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 8:25 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

_____ _____

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

November 12, 2013

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER AND INTERIM DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT**

SUBJECT: **OCOTBER 9, 2013 LAFCO MEETING**

SUMMARY:
To update the City Council on the October 9, 2013 LAFCO meeting and the pending November 13, 2013 meeting.

BACKGROUND

On October 9, 2013, The City Manger, City Treasurer, City Controller and Mayor attended the Local Agency Formation Commission (LAFCO) public hearing in Los Angeles discussing the removal of the Rancho Dominguez unincorporated territory from the City of Compton. The hearing was a necessary step prior to LAFCO proceeding ahead with the City of Carson's annexation application for Rancho Dominguez.

While at the hearing the City of Compton was able to obtain a one month continuance to November 13, 2013 to allow Compton to prepare an Annexation Action Plan and submit it to LAFCO. The Action Plan outlines the general phasing of future annexations and the steps the City will take to prepare for the annexation of the four county islands, Rancho Dominguez and the western unincorporated territories.

At the October 9, 2013 meeting the City also discussed the preparation of a fiscal feasibility study in order ascertain the full costs of annexing the east Compton county islands. The City stated the intent was to annex the County islands, but only in a fiscally responsible manner. Therefore the City requested that portions of Rancho Dominguez area be set aside pending the results of the fiscal feasibility study.

If LAFCO agrees with the City's Action Plan, then LAFCO stated that they may grant an additional 60 day delay of the removal of the Rancho Dominguez unincorporated territory pending the review of the fiscal feasibility study. The City made it clear to LAFCO that without the non-residential land uses contained within Rancho Dominguez the City could not annex the county islands.

During the additional 60 day continuance period the fiscal feasibility study will be prepared by Civic Solutions and then presented to LAFCO in January 2014. At that time, LAFCO will make its final decision regarding the disposition of Rancho Dominguez territory. Staff has also met with the staff of the City of Carson to discuss the possible friendly division of a small portion of Rancho Dominguez territory, to facilitate the their annexation and the City's annexing the County islands, but the proposal was declined.

#3.

Should LAFCO reserve all or part of Rancho Dominguez territory for the City of Compton at the January hearing, staff will then prepare a Request for Qualifications (RFQ) to retain an annexation consultant and proceed with the annexing of the county islands.

G. Harold Duffey
City Manager

Attachment: LAFCO Action Plan

Office of the City Manager
205 S. Willowbrook Ave., Compton, CA 90220 (310) 605-5585 Fax: (310) 761-1488 www.comptoncity.org

DATE: November 13, 2013

TO: Los Angeles Local Agency Formation Commission

FROM: Office of City Manager and Planning and Economic Development Department

SUBJECT: Annexation Program for the City of Compton

At the request of the Los Angeles Local Agency Formation Commission, the City of Compton submits this Action Plan outlining the steps the City will take to re-initiate an annexation program. The goals of the Action Plan are to:

1. Square off and expand the existing boundaries of the City within our established Sphere of Influence Areas 1, 6 and 7.
2. List the steps necessary to establish the foundation documents necessary to prepare the City for the incorporation of unincorporated territories.
3. Absorb/Incorporate unincorporated territories into the City in a fiscally responsible manner.
4. Prioritize the annexation of unincorporated territories outside the current municipal boundaries to facilitate the annexation of the county islands both in the east and western portions of Compton.

The City of Compton under the leadership of the new Mayor and City Manager propose to initiate a program of incorporating through annexation certain unincorporated territories into the City in a thoughtful fiscally sound process beginning with the annexation of the four east Compton county islands. The immediate annexation goal of the City of Compton is to incorporate the four east Compton islands into the City in a fiscally responsible manner. However, we can only do this by linking a yet unknown amount of corresponding non-residential acreage within Area 7 to balance the financial costs of the four county islands both on an annual basis and on a long term capital improvement basis. The City is focusing on Area 7 to balance the financial costs of annexation of the four county islands because Area 7 is primarily non-residential whereas the county islands are primarily residential in land use.

Once the annexation of the east Compton islands is accomplished the City then desires to annex the western county island that is part of Area 1 near Rosecrans and Central Ave as well as expand into Sphere of Influence Areas 1 and 6.

The City of Compton envisions the eastern and western annexations as separate and discreet “spheres”. The City’s annexation plan proposes to have the annexation of the eastern residential islands be balanced by the non-residential lands within Area 7.

Similarly the City proposes to have the annexation of the western residential island and residential land uses within Areas 1 and 6 be balanced by the non-residential land uses within Areas 1 and 6.

In this way the eastern annexation balances on its own without having to take revenue from the SOI Areas 1 and 6. Without knowing in advance the percentage mix of land uses and the annual service costs as well as the reoccurring capital costs, annexation of Areas 1 and 6 may require all the revenue produced in Areas 1 and 6. The City believes the best way to preserve maximum viability of the Annexation of Areas 1 and 6 is to keep the revenues produced in both the eastern and western “spheres” separate.

The City of Compton proposed the following schedule of annexation of selected sphere of influence areas.

Annexation Phase I (2013/2014/15)

Absorb/Incorporate the four unincorporated territories in east Compton into the City in a fiscally responsible manner. The City has contracted with a Civic Solutions Inc. to prepare a fiscal feasibility study to determine the annual and capital costs of incorporating the four islands and how much revenue maybe needed to serve them with City services. Once the City knows the costs of providing service to the four islands the City will request LAFCO to set aside a portion of Area 7 or all of Area 7 for the City of Compton, (City of Compton Exhibit A: County Islands) and (LAFCO Exhibit A Existing Compton City Boundary/SOI). The islands contain approximately 528.7 acres.

Annexation Phase II (2015/2016)

There are two possible annexation project areas for Phase II.

1. Phase IIA: Incorporate the residential island portion of Area 1 and the larger residential/industrial area between Redondo Beach Blvd and Rosecrans Ave. west to Figueroa Street. This area contains approximately 428 net acres, or

2. Phase IIB: Incorporate the residential island portion of Area 1 and all of Area 6 between Alondra Blvd and Redondo Beach Blvd. west to Figueroa Street. This area contains approximately 637 net acres.

(LAFCO Exhibit A Existing Compton City Boundary/SOI) & (City of Compton Exhibit B).

Annexation Phase III (2016/ 2017)

The phase III area is northwest of and above West 132nd Ave. north to approximately 120th Ave between Central and Avalon Blvd. Compton has a severe shortage of parkland and this area contains a large regional park and contains approximately 303 net acres. Depending on circumstances a residential area east of this area bordered on three sides by the City of Compton may also be part of Phase IIIA. This area is bordered by Alameda, Oris Street, and Paulson on the west and contains approximately 390 net acres, (City of Compton Exhibit B).

LAFCO/CITY OF CARSON

City of Compton Planning Staff has met with both LACFO and the City of Carson to discuss the annexation of the four county islands and the necessary linkage to Area 7 that needs to be maintained for the islands annexations to proceed in a fiscally responsible manner. The City of Carson declined to entertain the City of Compton's request to collaborate on a possible minor division of Area 7.

Below is an outline of the milestones the City of Compton foresees necessary to occur to facilitate the annexation of the unincorporated county territories.

1. Hire a consultant to prepare a Fiscal Feasibility Study (FFS) **(October 31, 2013)**

   The FAR will contain information about existing development, the potential for future development within the SOI's, existing/historical property tax, sales tax, and other revenues and/or expenses that can be identified. The FFS will also contain a preliminary evaluation/analysis of the condition of the existing infrastructure within the SOI's and discuss what if any capital improvements would be necessary within the next 5 years. Civic Solutions has been retained to prepare the study.

2. Present the City's Annexation Plan to LAFCO **(November 13, 2013)**

   At the November 13, 2013 LAFCO meeting City of Compton staff will present their plan to annex SOI Areas 1, 2, 3, 4, 5, 6 and 7. The plan will outline the steps the City will take to file a formal application for the annexation of the county islands with LAFCO by March of 2015.

3. City of Compton presents the Fiscal Feasibility Study **(January 2014)**

   The City will present the findings of the Fiscal Impact Analysis to LAFCO at their January meeting.

4. The City will prepare a draft RFQ **(January 2014)**

   The City will prepare a draft RFQ for an annexation consultant to manage the annexation process through the City and LAFCO. The RFQ will not be released until January 2014, pending a decision from LAFCO regarding the disposition of SOI Area 7.

5. Initiate the City Annexation process **(January 2014)**

   Pending a favorable decision from LAFCO in January 2014, regarding the disposition of SOI area 7 the City will open a formal application to annex SOI areas 2, 3, 4, 5 and 7. This process will produce annexation maps and CEQA document as well as the required special studies needed to file an application with LAFCO.

6. Release the RFQ for an annexation consultant **(January 2014)**
   Release the RFQ and review proposals.

7. Prepare a consultant contract **(February/March 2014)**
   Select an annexation consultant and obtain City Council approval and sign consultant contract.

8. Initiate Annexation **(March 2014)**
   Prepare the annexation legal description and maps, draft plan for municipal services and CEQA for City review.

9. Approve General Plan 2030 **(Spring 2014)**
   Obtain City Council approval of General Plan 2030.

10. Neighborhood Meetings **(Summer 2014)**
    Staff will hold a neighborhood meeting for the residents and property owners of the east Compton islands and a separate meeting for the residents and property owners of the Rancho Dominguez area to discuss the annexation proposal prior to any City public hearing and filing a formal application with LAFCO.

11. Prezoning **(Spring 2014)**
    File a Zone Change application to pre-zone SOI Areas 2, 3, 4, 5 and 7.

12. LAFCO Pre-Application Meeting (**December 2014)**.
    The City Annexation representative schedules meeting with LAFCO to review City proposal. LAFCO coordinates meeting agenda and invites the County representatives. Proposal is reviewed with respect to LAFCO policies and County Standards for Annexation (Tax Sharing Agreement).

13. City Council Annexation Public Hearing **(January 2015)**
    Approve annexation of SOI Areas 2, 3, 4, 5, and 7 and authorize the filing of an annexation application with LAFCO.

14. Application Filing **(February 2015)**
    The city will file an annexation application with the Executive Officer.

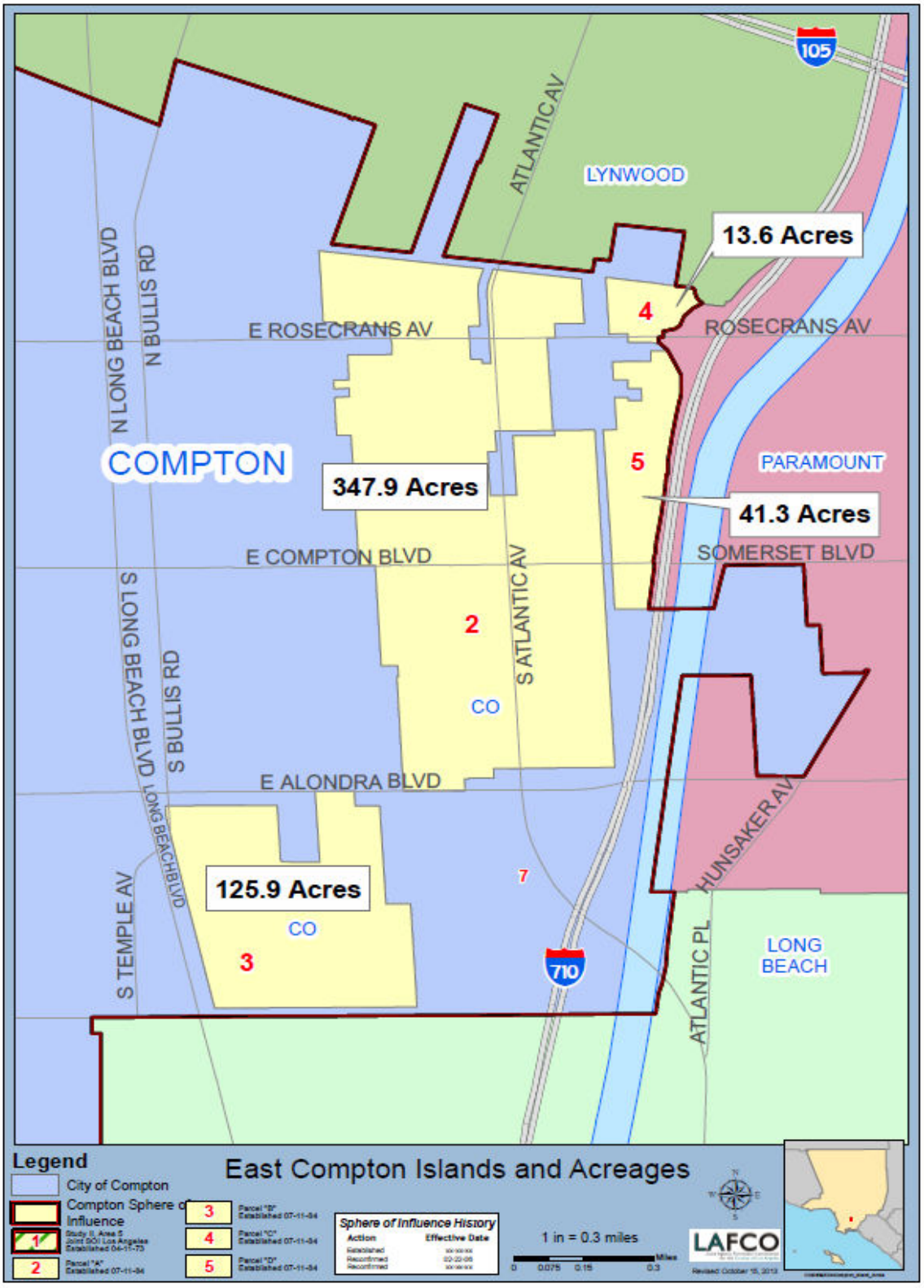
15. Notice of Commission Hearing **(2015)**
    Notice given by Executive Officer by mailing, publication, and posting.

16. Commission Hearing **(2015)**
    At the hearing the Commission will hear staff's report and entertain public testimony prior to making determinations as required by State Law and LAFCO Policies, review and recommendation by LAFCO staff on the annexation, analyze of the environmental consequences

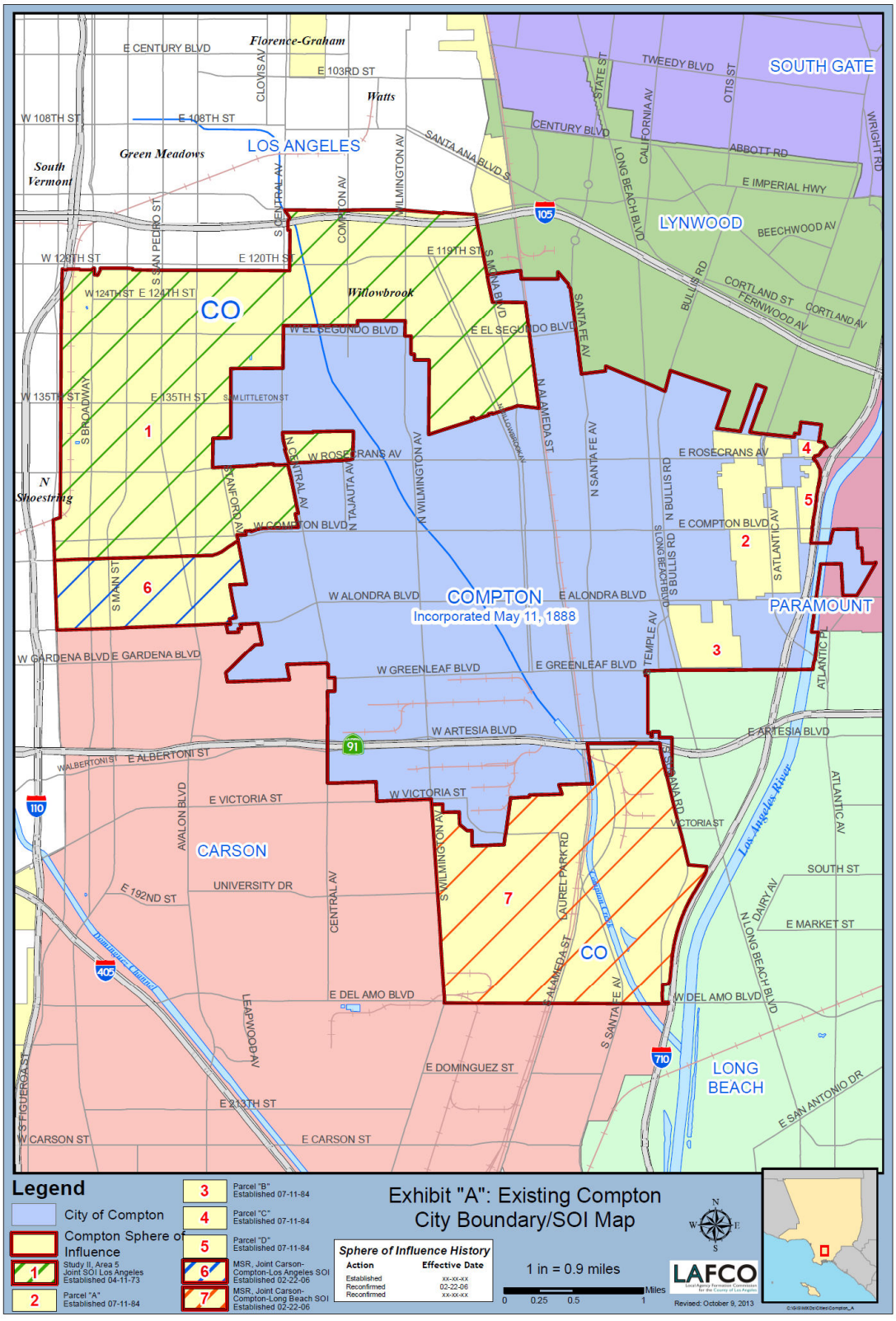
17. Protest Hearing **(2015)**
    If the annexation is approved by LAFCO, three scenarios are possible. There is no protest filed and the annexation is approved, an inadequate protest is filed and the annexation is approved or an adequate protest is filed.

At the conclusion or prior to the conclusion of the annexation of the county islands and Rancho Dominguez, Compton will begin the process of annexing portions of the western sphere of influence. This plan represents our plan of how the City of Compton will proceed with the orderly and considered approach toward annexation.

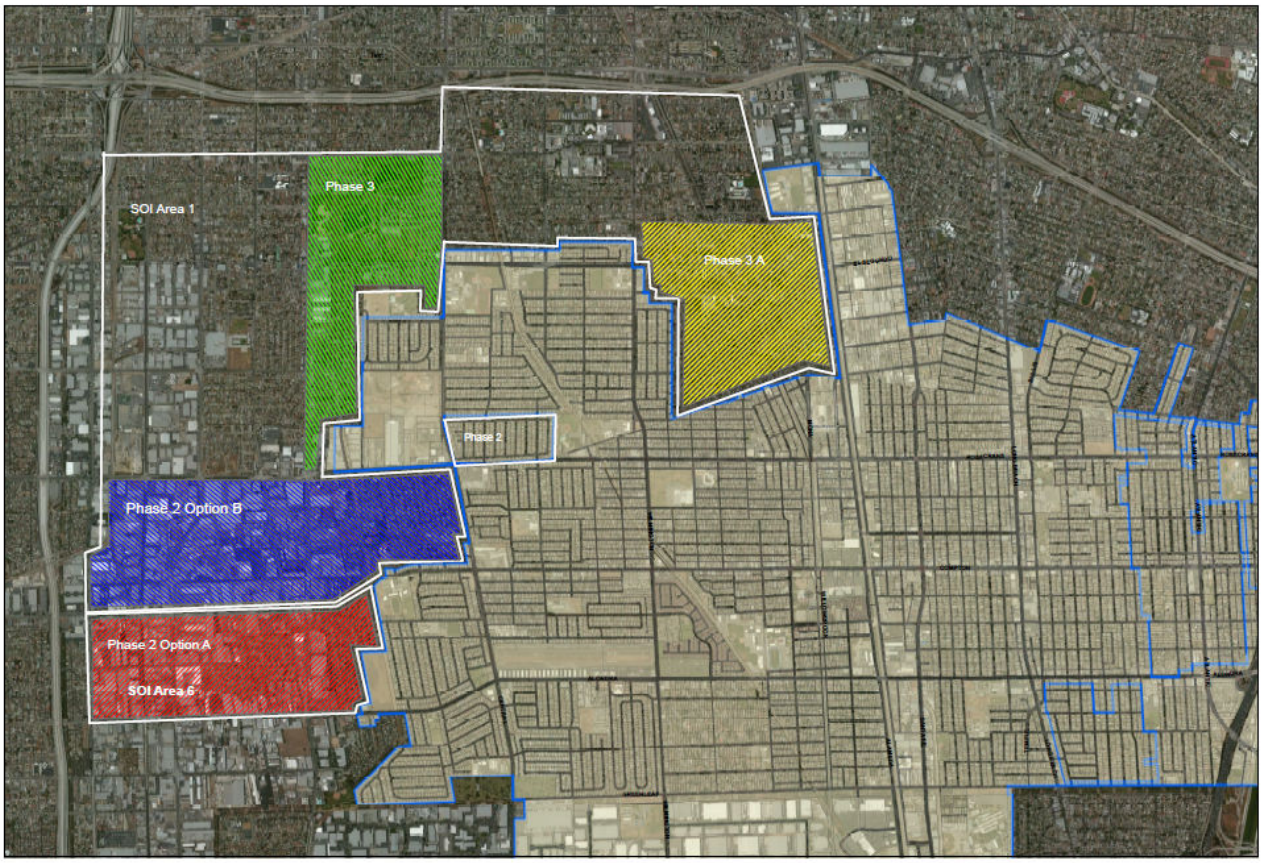
LAFCO Exhibit A



City of Compton Exhibit A: County Islands



City of Compton
Phases II and III Potential Annexation Areas



City of Compton Exhibit B

November 12, 2013

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **UPDATE ON THE CITY OF COMPTON'S 125th BIRTHDAY CELEBRATION EVENTS AND THE 61ST ANNUAL COMPTON CHRISTMAS PARADE**

SUMMARY

The City Council will receive an update on the proposed upcoming events developed by citizens of Compton to celebrate 125th Birthday and 61st Annual Compton Christmas Parade for the Fiscal Year 2013-2014.

BACKGROUND

In the earlier part of 2013, a group of citizens appeared before the City Council and suggested that the Citizens of Compton should celebrate its rich heritage with a yearlong celebration. The goal is to celebrate the history of our City by empowering and engaging our citizens with fun, inspiring, relevant, and educational activities that will help foster a positive climate. This will be accomplished by the planning of a series of events to commemorate the history of the City of Compton.

The City Council agreed to direct the City Manager to work with the Committee and return to the Council with a list of ideas to promote the City's 125th Anniversary. On October 22, 2013, Council was presented with a menu of options for the 125 Celebration. Subsequently, staff has worked closely the citizens of the 125 Committee to plan and coordinate these events.

STATEMENT OF THE ISSUE

The Office of the City Manager has met with the 125th anniversary committee on several occasions. The committee held community meetings, formed committees and discussed the promotion of existing educational, recreational, historical and artistic venues to highlight the 125th Anniversary of the City of Compton.

As the holiday season approaches, the 125 Committee has focused its energy on several holiday oriented community events over the next two months. Specifically, the following are planned for the upcoming 2013 holiday season:

- November 16, 2013 - A Day to Honor Our Seniors and Veterans @ Tomorrow's Aeronautical Museum
- December 7, 2013 - History of Compton @ Rancho Adobe Museum

- December 11-12, 2013 - Festival of Trees & Tree Lighting Ceremony (Tree lighting ceremony scheduled for December 14) @ City Hall
- December 14, 2013 - 61st Annual Christmas Parade

This year marks the 61st year of the Christmas Parade and features the theme "Homecoming" to honor current and past Comptonites for their contributions in leadership, business, arts, entertainment and education. In addition, staff and the 125 Committee have proposed an alternate parade route. The new route would begin at Compton Blvd. and Alameda, travel south along Alameda, and end at the Gateway Town Center. This route will allow the City to highlight the Gateway Town Center as one of its greatest retail and entertainment assets and provide a safe, first class venue for the community to celebrate the holiday season.

Staff will report back to Council periodically on the additional menu of 125 events proposed through May 2014.

FISCAL IMPACT

The 125th Anniversary committee put together an impressive list of activities and budget. The City Manager's Office anticipates that no additional resources will be required of the General Fund to carry out the activities listed within the 125th Anniversary Committee's budget projection.

A significant portion of the expenses listed can be offset with routine services currently provided by the City. In addition, where activities call for overtime and other expenses, the City Manager's Office will assist in fundraising to ensure that General Fund resources are not used. To date, approximately $13,000 in donations have been raised for 125 events.

G. HAROLD DUFFEY
CITY MANAGER

DATE: OCTOBER 15, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

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 SUCCESSOR AGENCY AS OF AUGUST 30, 2013.

DOUGLAS SANDERS
CITY TREASURER

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

CITY OF COMPTON
Portfolio Management
Portfolio Summary
August 31, 2013

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	705,355.17	705,355.17	705,355.17	3.92	1	1	0.136	0.138
Local Agency Investment Funds	17,172,036.03	17,172,036.03	17,172,036.03	95.39	1	1	0.237	0.240
Managed Pool & Money Market Account	123,923.23	123,923.23	123,923.23	0.69	1	1	0.197	0.199
Investments	**18,001,314.43**	**18,001,314.43**	**18,001,314.43**	**100.00%**	**1**	**1**	**0.232**	**0.236**

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	3,795.31	7,354.37
Average Daily Balance	**19,040,806.87**	**18,613,402.05**
Effective Rate of Return	**0.23%**	**0.23%**

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, there should be sufficient cash available. In July 2013 the City completed another TRANs transaction of approximately $10.6 million the balance due in June 2014. As of August 31, 2013 the City had estimate total in the General City Bank account plus LAIF accounts of $10.8 million and approximately $4.9 million in outstanding warrants to be paid to vendors. The next six months will be critical major expenses will be, such as bond payment, the City insurance, L A County Sheriff and other huge expenditures. Our City continues in the right direction in meeting its obligations to the venders 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 08/30/13
3 month T-Bill @ 0.0200%
6 month T-Bill @ 0.0510%
12 month T-Bll @ 0.1310%

10-9-13

DOUGLAS SANDERS, CITY TREASURER

Reporting period 08/01/2013-08/31/2013

Date: 10/09/2013 - 17:21

#5

#5.

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
August 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			400,575.76	400,575.76	400,575.76	0.090	0.089	0.090	1	
4000	4000	Neighborhood Improvement			304,779.41	304,779.41	304,779.41	0.200	0.197	0.200	1	
		Subtotal and Average	**705,278.10**		**705,355.17**	**705,355.17**	**705,355.17**		**0.136**	**0.138**	**1**	
Local Agency Investment Funds												
6000	6000	General City			5,847,967.85	5,847,967.85	5,847,967.85	0.240	0.237	0.240	1	
6005	6005	SA Surplus Tax			0.00	0.00	0.00	0.240	0.237	0.240	1	
6011	6011	SA Low Cost Housing			176,823.68	176,823.68	176,823.68	0.240	0.237	0.240	1	
6029	6029	Measure R			2,801,057.44	2,801,057.44	2,801,057.44	0.240	0.237	0.240	1	
6019	6019	EDA Revolving Loan			435,239.14	435,239.14	435,239.14	0.240	0.237	0.240	1	
6002	6002	Prop C			4,078,388.42	4,078,388.42	4,078,388.42	0.240	0.237	0.240	1	
6030	6030	PROP A			689,771.13	689,771.13	689,771.13	0.240	0.237	0.240	1	
6027	6027	River Mountain Conservancy			11,724.62	11,724.62	11,724.62	0.240	0.237	0.240	1	
6007	6007	Successor Agency General			10,498.19	10,498.19	10,498.19	0.240	0.237	0.240	1	
6003	6003	Sewer Bond Proceeds			387,359.53	387,359.53	387,359.53	0.240	0.237	0.240	1	
6022	6022	Regional Park			2,733,206.03	2,733,206.03	2,733,206.03	0.240	0.237	0.240	1	
		Subtotal and Average	**18,116,552.16**		**17,172,036.03**	**17,172,036.03**	**17,172,036.03**		**0.237**	**0.240**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,390.65	123,390.65	123,390.65	0.200	0.197	0.200	1	
5001	5001	5116 Highmark Fund			0.00	0.00	0.00	0.010	0.010	0.010	1	
5005	5005	Rental Rehab Prg Money Market			202.80	202.80	202.80	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			329.78	329.78	329.78	0.040	0.039	0.040	1	
		Subtotal and Average	**218,976.60**		**123,923.23**	**123,923.23**	**123,923.23**		**0.197**	**0.199**	**1**	
		Total and Average	**19,040,806.87**		**18,001,314.43**	**18,001,314.43**	**18,001,314.43**		**0.232**	**0.236**	**1**	

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
August 31, 2013

	August 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	104.19	8,826.61
Plus Accrued Interest at End of Period	-34,669.53	-34,669.53
Less Accrued Interest at Beginning of Period	(-38,360.65)	(-33,197.29)
Interest Earned during Period	3,795.31	7,354.37
Total Interest Earned during Period	**3,795.31**	**7,354.37**
Total Adjustments from Premiums and Discounts	**0.00**	**0.00**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**3,795.31**	**7,354.37**

#5.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
AUGUST 30, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	458,441.75
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	7,809,812.76
1520	MEASURE R	BANK OF THE WEST	173,313.34
2000	PROP A	BANK OF THE WEST	327,619.75
1200	SA SURPLUS TAX	BANK OF THE WEST	0.00
4000	SA GENERAL	BANK OF THE WEST	5,149,899.74
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,575.76
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	293,549.04
2805	HOME LOAN PROGRAM	BANK OF THE WEST	127,786.09
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	1,964,517.12
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	3,184.06
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	448,328.40
6400	LIABILITY	BANK OF THE WEST	57,822.24
1001	COC - CHANGE FUND	BANK OF THE WEST	375.00
1900	PROP C	BANK OF THE WEST	228,045.15

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
AUGUST 30, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WEST	112,832.79
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,364,030.71
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	100,934.02
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	54,608.62
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	367,800.28
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	397,173.81

DATE: OCTOBER 29, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

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 SUCCESSOR AGENCY AS OF SEPTEMBER 30, 2013.

DOUGLAS SANDERS
CITY TREASURER

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

CITY OF COMPTON
Portfolio Management
Portfolio Summary
September 30, 2013

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	705,434.90	705,434.90	705,434.90	3.92	1	1	0.136	0.138
Local Agency Investment Funds	17,172,036.03	17,172,036.03	17,172,036.03	95.39	1	1	0.237	0.240
Managed Pool & Money Market Account	123,943.53	123,943.53	123,943.53	0.69	1	1	0.197	0.199
Investments	**18,001,414.46**	**18,001,414.46**	**18,001,414.46**	**100.00%**	**1**	**1**	**0.232**	**0.236**

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	3,487.39	10,841.76
Average Daily Balance	**18,001,317.76**	**18,413,809.35**
Effective Rate of Return	**0.24%**	**0.23%**

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, there should be sufficient cash available. In July 2013 the City completed another TRANs transaction of approximately $10.6 million the balance due in June 2014. As of September 30, 2013 the City had estimate total in the General City Bank account plus LAIF accounts of $10.7 million and approximately $2.8 million in outstanding warrants to be paid to vendors. Our City continues in the right direction in meeting its obligations to the venders 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 09/30/13
3 month T-Bill @ 0.0050%
6 month T-Bill @ 0.0250%
1 year T-Bill @ 0.0850%

10-21-13

DOUGLAS SANDERS, CITY TREASURER

Reporting period 09/01/2013-09/30/2013

#5

Date: 10/21/2013 - 13:25

Portfolio COMP
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3b

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
September 30, 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			400,605.39	400,605.39	400,605.39	0.090	0.089	0.090	1	
4000	4000	Neighborhood Improvement			304,829.51	304,829.51	304,829.51	0.200	0.197	0.200	1	
		Subtotal and Average	**705,357.83**		**705,434.90**	**705,434.90**	**705,434.90**		**0.136**	**0.138**	**1**	
Local Agency Investment Funds												
6000	6000	General City			5,847,967.85	5,847,967.85	5,847,967.85	0.240	0.237	0.240	1	
6005	6005	SA Surplus Tax			0.00	0.00	0.00	0.240	0.237	0.240	1	
6011	6011	SA Low Cost Housing			176,823.68	176,823.68	176,823.68	0.240	0.237	0.240	1	
6029	6029	Measure R			2,801,057.44	2,801,057.44	2,801,057.44	0.240	0.237	0.240	1	
6019	6019	EDA Revolving Loan			435,239.14	435,239.14	435,239.14	0.240	0.237	0.240	1	
6002	6002	Prop C			4,078,388.42	4,078,388.42	4,078,388.42	0.240	0.237	0.240	1	
6030	6030	PROP A			689,771.13	689,771.13	689,771.13	0.240	0.237	0.240	1	
6027	6027	River Mountain Conservancy			11,724.62	11,724.62	11,724.62	0.240	0.237	0.240	1	
6007	6007	Successor Agency General			10,498.19	10,498.19	10,498.19	0.240	0.237	0.240	1	
6003	6003	Sewer Bond Proceeds			387,359.53	387,359.53	387,359.53	0.240	0.237	0.240	1	
6022	6022	Regional Park			2,733,206.03	2,733,206.03	2,733,206.03	0.240	0.237	0.240	1	
		Subtotal and Average	**17,172,036.03**		**17,172,036.03**	**17,172,036.03**	**17,172,036.03**		**0.237**	**0.240**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,410.93	123,410.93	123,410.93	0.200	0.197	0.200	1	
5001	5001	5116 Highmark Fund			0.00	0.00	0.00	0.010	0.010	0.010	1	
5005	5005	Rental Rehab Prg Money Market			202.81	202.81	202.81	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			329.79	329.79	329.79	0.040	0.039	0.040	1	
		Subtotal and Average	**123,923.91**		**123,943.53**	**123,943.53**	**123,943.53**		**0.197**	**0.199**	**1**	
		Total and Average	**18,001,317.76**		**18,001,414.46**	**18,001,414.46**	**18,001,414.46**		**0.232**	**0.236**	**1**	

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
September 30, 2013

	September 30 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	100.03	8,926.64
Plus Accrued Interest at End of Period	-31,282.17	-31,282.17
Less Accrued Interest at Beginning of Period	(-34,669.53)	(-33,197.29)
Interest Earned during Period	3,487.39	10,841.76
Total Interest Earned during Period	**3,487.39**	**10,841.76**
Total Adjustments from Premiums and Discounts	**0.00**	**0.00**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**3,487.39**	**10,841.76**

#5.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
SEPTEMBER 30, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	290,836.84
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	4,825,231.90
1520	MEASURE R	BANK OF THE WEST	128,861.34
2000	PROP A	BANK OF THE WEST	158,331.16
1200	SA SURPLUS TAX	BANK OF THE WEST	0.00
4000	SA GENERAL	BANK OF THE WEST	7,122,432.01
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,605.39
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	301,452.53
2805	HOME LOAN PROGRAM	BANK OF THE WEST	127,786.09
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,290,602.12
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	3,184.06
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	448,328.40
6400	LIABILITY	BANK OF THE WEST	53,722.50
1001	COC - CHANGE FUND	BANK OF THE WEST	586.00
1900	PROP C	BANK OF THE WEST	351,217.95

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
SEPTEMBER 30, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WEST	117,743.19
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,375,910.91
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	179,208.37
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	54,609.97
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	395,261.81
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	597,708.91

November 12, 2013

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **SEPTEMBER 2013 DEPARTMENT MONTHLY REPORTS**

The City of Compton's Executive Leadership Team (Department Heads) is comprised of technical experts from a variety of different disciplines. As the City Manager, my responsibility is to lead the Executive Leadership Team by acknowledging and respecting each team member's technical expertise and supporting each department's mission to deliver core services to residents and businesses in the City of Compton.

To gauge the success of delivering core services, there are three basic questions that each department must answer:

1. What services are we delivering?
2. Why are we delivering this service (requirements/need)?
3. How are we doing (efficiency and effectiveness)?

The answers to the questions above are easily attainable through the performance management and budgetary process. As we plan for the Fiscal Year 2013-2014 budget, my goal is to engage the Executive Team to ensure that performance measurement is a non intrusive way to assess, benchmark, and deliver core services.

During the new fiscal year, the Executive Leadership Team will be heavily focused on operational and budget planning. In order to be successful, department heads have been directed to carefully document performance through monthly reports. Attached are the September 2013 monthly reports. These reports will be provided to Council on an ongoing basis as a tool to provide transparent and open communication to citizens about the City of Compton's levels of service.

G. HAROLD DUFFEY
CITY MANAGER

#6.

BUILDING AND SAFETY

TO: MAYOR AND CITY COUNCIL
G. HAROLD DUFFEY, CITY MANAGER

FROM: VICTOR OROZCO
INTERIM CHIEF BUILDING INSPECTOR

RE: MONTHLY REPORT- SEPTEMBER

DATE: OCT 23, 2013

SUMMARY:

This monthly report is provided to the Mayor, Member of City Council, and City Manager To keep them informed of the activities within the Building and Safety Department for the month of Aug 2013.

The Building and Safety Department is responsible for implementing the California Building Codes 2010, and Energy Code 2008. As part of daily activities we review plans for code compliance, perform inspections for code compliance, as well of assist citizens, contractors, realtors, etc to respond to inquiries about our permit process, construction methodology and code interpretation.

STAFF:
The Building and Safety Department consist of:

	Total	Vacant
Chief Building Inspector(*)	1	0
Senior Building Inspector (*)	1	1
Senior Administrative Assistant	1	0
Building Inspector II (*)	1	0
Building Inspector I (*)	3	0
Building Permit Technician (**)	1	0
Office assistance / Bilingual	1	0
TOTAL	9	1

(*) All inspectors are certified by the International Code Council (ICC)
We are expecting to fill vacant positions on the month of October

#6.

As we implement the new goals and objectives for this fiscal year, we added a new position in the new budget; this will help to assist our constituents in the building permitting process

Currently we have been approved by the planning commission to fill the vacancies for the position of Building Permit Technician, and Building Inspector I, as a temporary status, while we complete the formal hiring.

HOURS OF OPERATION

- Counter hours are between 7:00AM to 12:00 PM and 1:30PM to 6:00 PM
- Plan Review over the counter 7:00 AM to 9:00
- Inspections are conducted between the hours of 8:00 AM to 5:00 PM
- Special Inspections can be conducted after hours and/or days that the city is closed (this requires special inspection fee)

PERMITS:

The building department issues the follow permits:

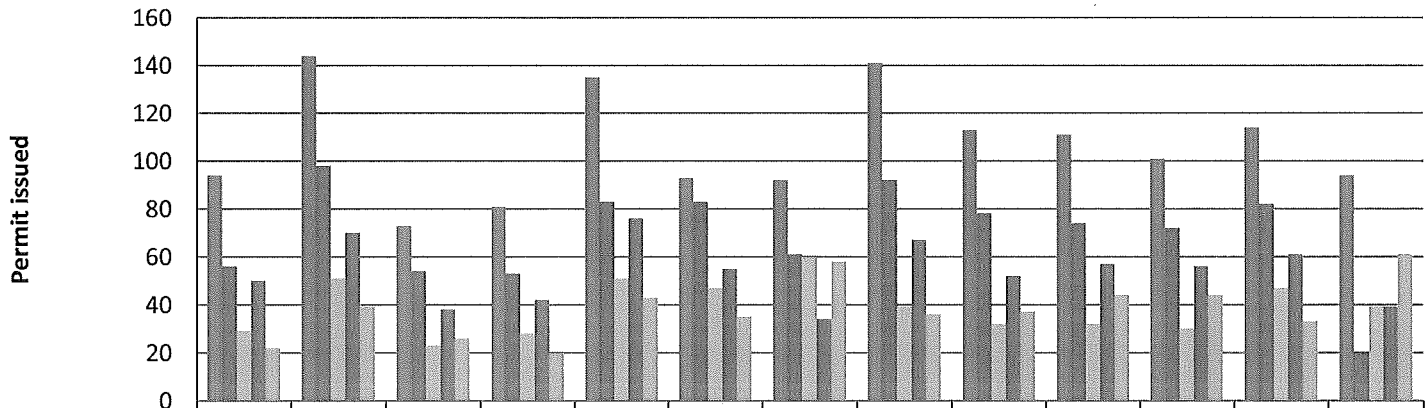
- Building Permits
- Grading Permits
- Demolition Permits
- Electrical Permits
- Mechanical Permits
- Plumbing Permits
- In addition to the above permits we issue report of Residential Records, this a city ordinance that requires that a residence prior to be transfer be inspected for compliance

The following table indicates the amount of permits issued during this months

MONTH	AUG
BUILDING	94
ELECTRICAL	48
MECHANICAL	20
PLUMBING	39
PRE-SALE	61

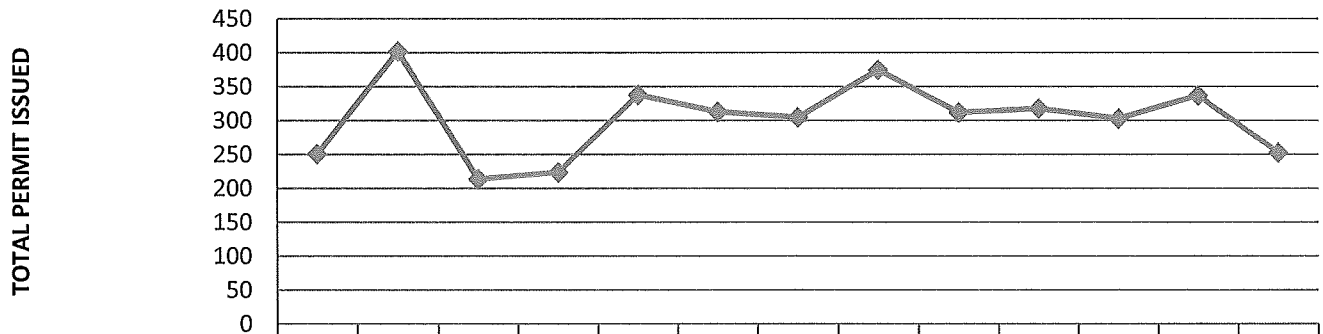
The following table indicates the amount of building permits issued within the last months

BUILDING PERMIT ACTIVITY



	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT
BUILDING	94	144	73	81	135	93	92	141	113	111	101	114	94
ELECTRICAL	56	98	54	53	83	83	61	92	78	74	72	82	20
MECHANICAL	29	51	23	28	51	47	60	39	32	32	30	47	39
PLUMBING	50	70	38	42	76	55	34	67	52	57	56	61	39
PRE-SALE	22	39	26	20	43	35	58	36	37	44	44	33	61

TOTAL ACTIVITIES



	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT
TOTAL ACTIVITIES	251	402	214	224	338	313	305	375	312	318	303	337	253

#6.

PERMIT HIGHLIGHTS

Permit issued are slightly below our average, the presale inspections were above average.

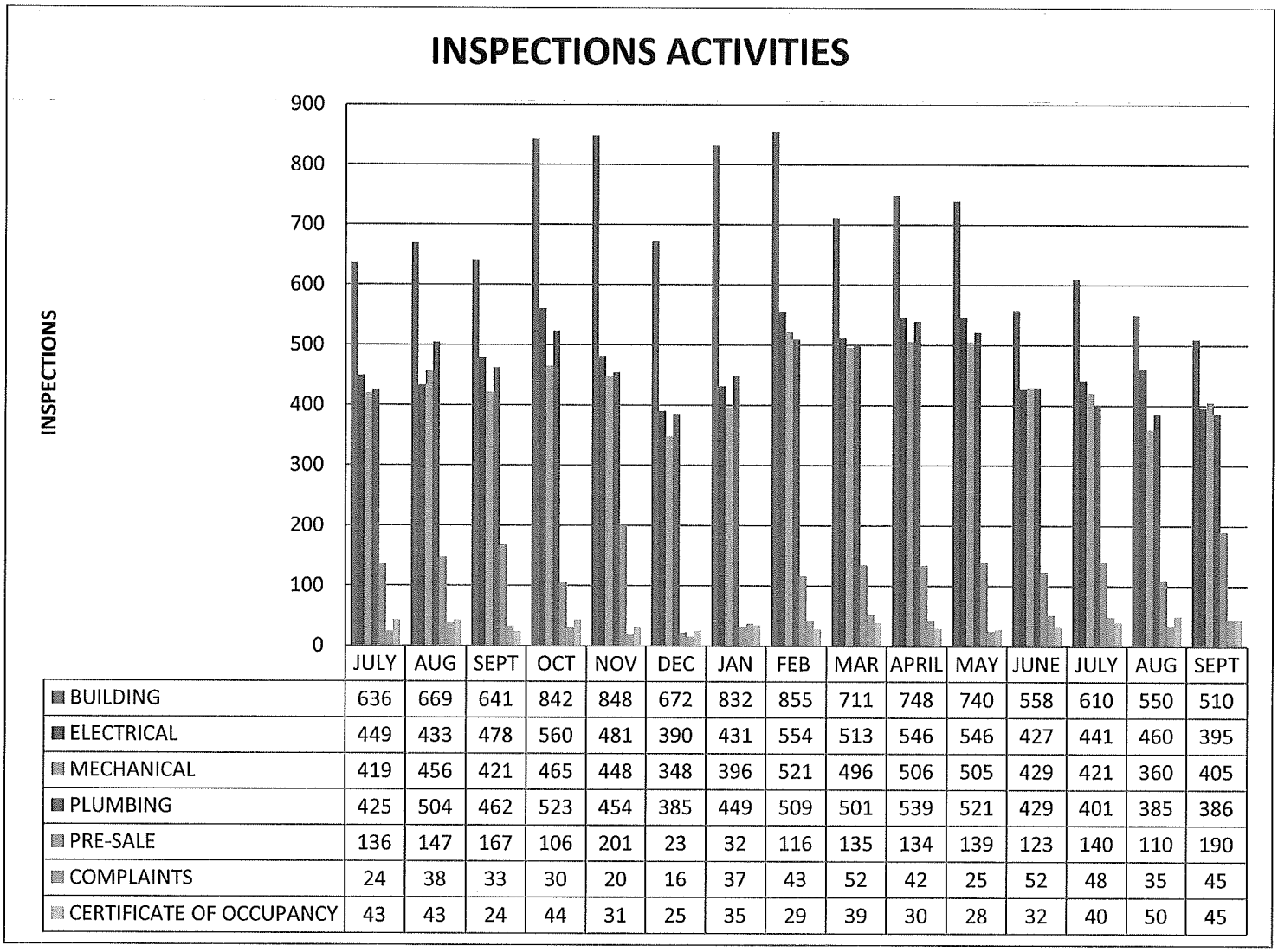
INSPECTIONS

Inspections are conducted to verify code compliance with federal, state and Municipal Codes and ordinances, in addition to required inspections by the multiple types of permits; we also conduct investigations for non permitted construction, business license occupancy, etc
A typical inspection will be conducted the next business day after a request is being made,

As one of the objectives is to provide next business day inspections, during this month we achieved this objective by 95%, we expect to improve this numbers, however due to inspection fluctuation will be always a challenge.

Inspections activities are noted as follow:

AMOUNT	TYPE OF INSPECTIONS
510	BUILDING
395	ELECTRICAL
408	MECHANICAL
386	PLUMBING
190	PRE-SALE
45	COMPLAINTS
45	CERTIFICATE OF OCCUPANCY



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
BUILDING	636	669	641	842	848	672	832	855	711	748	740	558	610	550	510
ELECTRICAL	449	433	478	560	481	390	431	554	513	546	546	427	441	460	395
MECHANICAL	419	456	421	465	448	348	396	521	496	506	505	429	421	360	405
PLUMBING	425	504	462	523	454	385	449	509	501	539	521	429	401	385	386
PRE-SALE	136	147	167	106	201	23	32	116	135	134	139	123	140	110	190
COMPLAINTS	24	38	33	30	20	16	37	43	52	42	25	52	48	35	45
CERTIFICATE OF OCCUPANCY	43	43	24	44	31	25	35	29	39	30	28	32	40	50	45

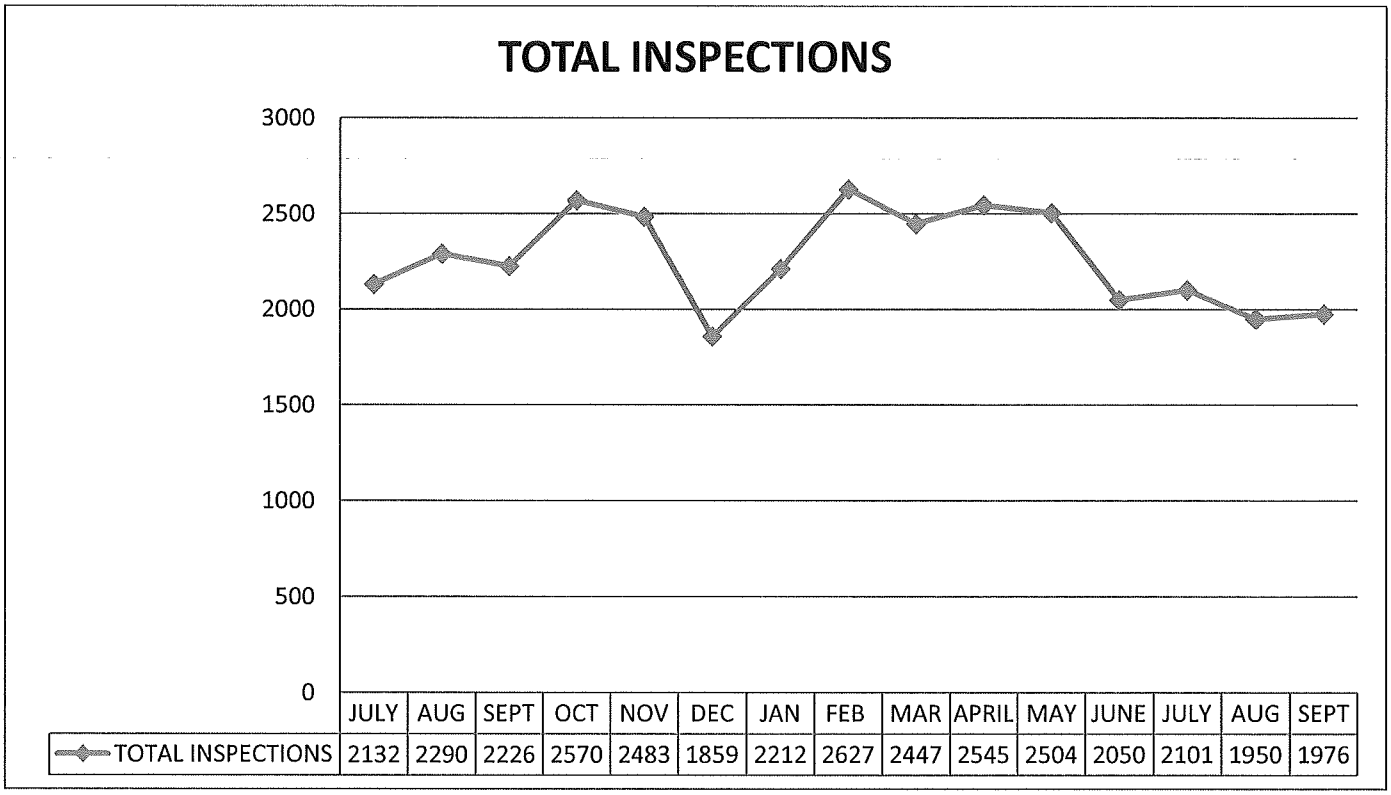
INSPECTION HIGHTLIGHTS

Our inspection staff was dismissed since one of inspectors retired last June; however our level of services were maintained.

We have were able to provide after hours inspections to multiple fast tracking projects that included

- 310 N Tamarind (Community Center)

#6.



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
TOTAL INSPECTIONS	2132	2290	2226	2570	2483	1859	2212	2627	2447	2545	2504	2050	2101	1950	1976

SUMMARY

The Building and Safety Department is delivering a good level of service, we expect this trend to continue, as we compare the graphics of the current month and previous months, we have maintained the relation between permit issuance and inspections.

CAREER LINK

#6.

TO: MAYOR AND COUNCIL MEMBERS
G. HAROLD DUFFEY – CITY MANAGER

FROM: KIMBERLY MCKENZIE
CAREERLINK DIRECTOR

SUBJECT: MONTHLY REPORT – SEPTEMBER 2013

SUMMARY

This monthly report is provided to the Mayor, Members of the City Council and City Administration to keep them informed regarding the activities within the CareerLink department during the month of September 2013.

EXPENDITURE UPDATE

	Current Month Expenditure September 2013	Total YTD Expenditure 2013	Prior Year Expenditure September 2012	Total YTD Expenditure 2012
Salary/Benefits	**$25,619**	**$78,024**	**$29,295**	**$71,291**
Operations & Maintenance	**$2,295***	**$4,829**	**$631**	**$3,067**

***Electricity and Reproduction expenditures not included**

CUSTOMER SERVICE

Customers utilized CareerLink's job search services to construct resumes via computers, post resumes, file employment applications online, fax machine, copier and review printed job leads in the lobby/resource area.

Customers September 2013	Customers September 2012
585	**220**

BUSINESS SERVICES

CareerLink has **215** job seekers resumes on file in our database system. These resumes are used when business contact CareerLink and request recruitment assistance.

Staff disseminates a weekly job announcement of available employment opportunities.

During the month of September, CareerLink provided employment preparation workshops, applicant screening, resume preparation assistance, resume review and job referrals for several businesses in the local and regional area.

The following is a summary of the applicant screening activity for September 2013:

Company	Resumes Rec'd	Resumes Referred	# Interviewed	# Hired
Alloy Processing	10	6	6	4
Oil Refinery	12	12	5	3
U.P.S. Security	6	5	2	Pending
Tarzana Treatment Center	5	4	2	1
Horizon Staffing	9	10	5	3
Verizon	6	6	6	Pending
Mobile Mini	3	3	1	Pending
Miller Coors, LLC	5	5	1	Pending

- CareerLink continues to work with a local Warehouse Company who anticipates hiring approximately 150 employees. 75 resumes were forwarded to the company and the company has begun interviews.

- CareerLink is working with Randstad Staffing Agency to assist with recruitment for a warehouse in Commerce, CA and Santa Fe Springs, CA. Fourteen (14) resumes were referred for the Commerce location and Forty-eight (48) resumes were referred for the Santa Fe Springs location.

- CareerLink received job announcements from the following companies requesting assistance with recruitment:

  - Workforce Services TJX Companies that represent; Home Goods, TJ Maxx, Best Buy and Marshall's
  - Probation Department
  - Los Angeles County Office of Education
  - County of LA Public Social Services

SUMMER YOUTH EMPLOYMENT PROGRAM WRAP-UP

Staff performed program closeout this month for the Summer Youth Employment Program. File case notes were completed and the at-risk characteristics were verified.

MEETINGS

Staff attended the following meetings:

- Compton Business Chamber
- Volunteers of America LA
- Gateway Towne Center Phase II Groundbreaking Ceremony
- Stitches Technology – Retail/Customer Service Training
- Compton Unified School District Regional Occupation Program –Career Technical Education
- 10th Annual Compton Stand Down (staff provided facility and program support and assistance for the duration of the event)

AUDIT REVIEW CLOSURE

CareerLink's WIA (Workforce Investment Act) Youth Program for Fiscal Year 2012-13 and FY 2011-12 Closeout was monitored by the County of Los Angeles Auditor Controller in March 2013. The Auditor Controller issued the DRAFT document in August 2013. CareerLink staff met with the Auditor Controller and LA County staff in August 2013 to provide documentation to clear findings. CareerLink staff provided a written response to the DRAFT report in August 2013. Staff is awaiting a response from LA County.

RECOMMENDATIONS

Receive and file the September 2013 monthly report regarding the activities, expenditures and other general information of the CareerLink Department.

KIMBERLY MCKENZIE
CAREERLINK DIRECTOR

#6.

CITY CONTROLLER

Financial Report

First Quarter Ended
September 30, 2013

City of Compton

#6.

October 14, 2013

TO: THE HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

BY: CITY CONTROLLER

SUBJECT: FINANCIAL REPORT –
FIRST QUARTER ENDED SEPTEMBER 30, 2013

SUMMARY

The Financial Report for the first quarter ended September 30, 2013 provides an overview of the City's revenues from the beginning of the 2013-2014 Fiscal Year to September 30, 2013, expenditures for the same period to September 30, 2013 and the fund balances as of September 30, 2013.

The City-wide total revenue of **$25.24 million** as of end of September 2013 represents **10%** of the adjusted City-wide revenues budget. The City-wide expenditures as of the end of September 2013 amounted to **$44.55 million,** which was **18%** of the City-wide adjusted expenditures budget. The difference of **$19.31million** between the City-wide revenue collections and actual expenditures for the period to September 2013 represents mainly the use of accumulated fund balances and financial resources of the City.

General Fund revenues as of September 2013 amounted to **$7.45 million,** while the total of General Fund expenditures was **$10.91 million** representing deficiency of revenues under expenditures of **$3.46 million**. The City collected **17%** of the General Fund adjusted revenues budget and spent **22%** of the General Fund adjusted expenditures budget as of the end of September 2013. In line with past trends, about **70%** of the General Fund revenues will be collected in the second half of the fiscal year (especially in January and May 2014). So, in the months of July 2013 through December 2013 the City will receive smaller amounts of revenues that are less than the monthly expenditures thereby resulting in monthly deficits. However, the trend will reverse in the second half of the fiscal year when more revenues will be collected over and above the monthly expenditures.

Snapshot Analysis

Year-to-Date Amounts

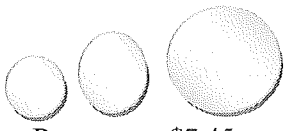
City-Wide

Revenues	$25.24m
Expenditures	$44.55m
Difference	$19.31m

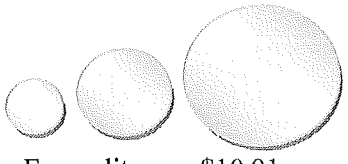
General Fund

Revenues	$ 7.45m
Expenditures	$10.91m
Deficit	$ 3.46m

General Fund



Revenues - $7.45m

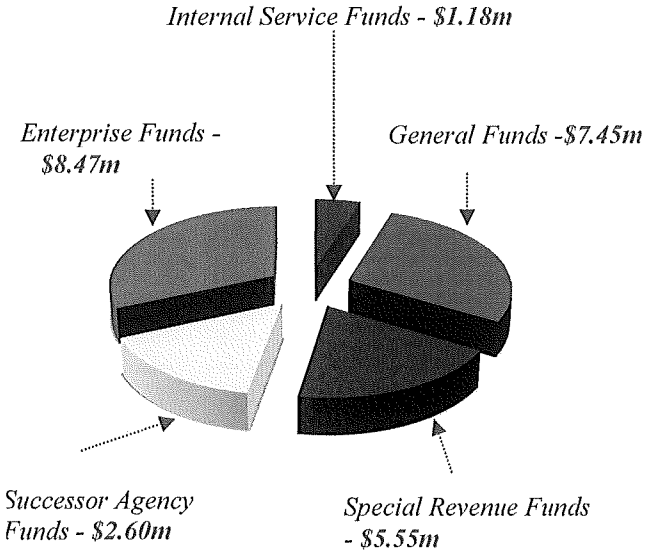


Expenditures - $10.91m

REVENUE COLLECTIONS

The General Fund total revenues for the first quarter of the fiscal year ended September 30, 2013 amounted to **$7,450,509**. The revenues recorded in this Fund include Property Tax, Sales Taxes, Franchise Fees, Utility Users Tax, Licenses and Permit Fees, Motor Vehicle License Fee, Fines and Forfeitures, and Charges for Current Services.

Revenues Chart



The Special Revenue Funds received **$5,546,508** while the Successor Agency Funds had total revenues of **$2,602,850** as of the end of September 2013.

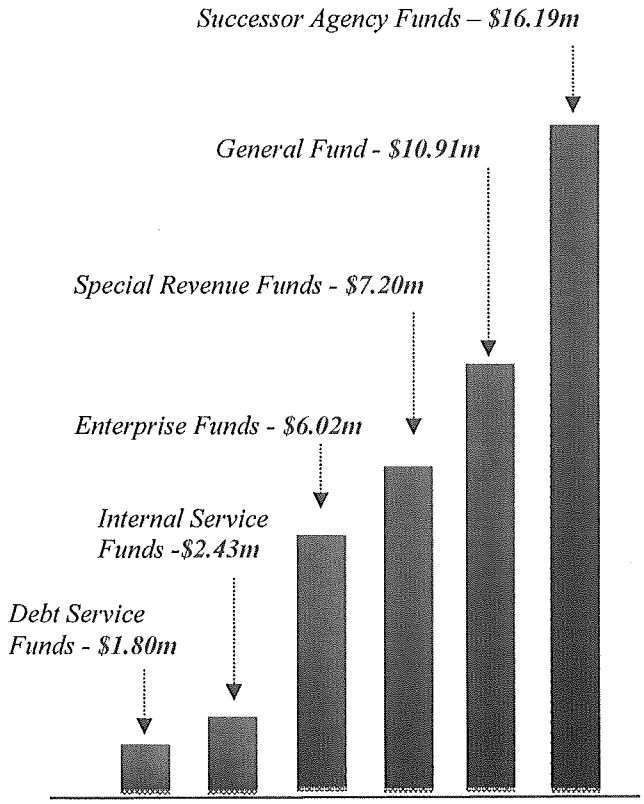
The Debt Service Funds, consisting of the General City's 2008 Lease Revenues Bonds Fund and the 1987 Revenues Bonds Fund did not receive any revenue as of the end of September 2013.

The Enterprise Funds had total revenues of **$8,465,597** as of end of September 2013. The Enterprise Funds comprise the Water Fund, Sewer Fund, Rubbish Fund, Recreation Programs Fund, Golf Course Fund and the Enterprise Funds' Bonds.

The Internal Service Funds include such funds as the Equipment Rental Fund, Central Duplicating Fund, Worker's Compensation Fund, and the General Liability Insurance Fund. These funds account for goods and services provided to other departments. The total revenue for these funds as of end of September 2013 was **$1,178,768**.

The General Fund actual revenue collection of **17%** is below the pro-rated amount of **25%**. As earlier mentioned, the General Fund revenues will significantly increase in the second half of the fiscal year in line with prior year's trend.

Expenditures Chart



EXPENDITURES

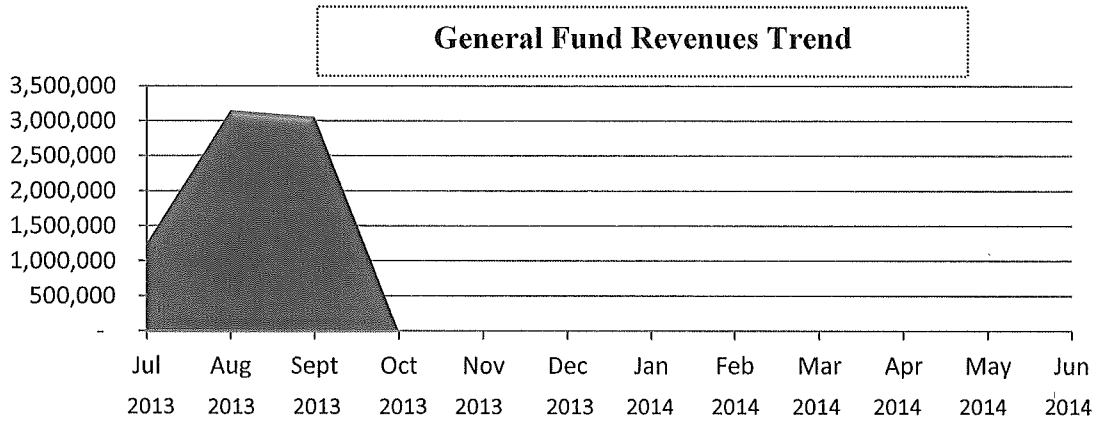
The Expenditure Summary in **Appendix D** shows General Fund expenditures of **$10.91 million** as of the end of September 2013, Special Revenue Funds expenditure of **$7.20 million**, Successor Agency Funds expenditure of **$16.19 million**, Debt Service Funds expenditure of **$1.80 million**, Enterprise Funds expenditure of **$6.02 million**, and Internal Service Funds expenditure of **$2.43 million**. Also, the "**Costs by Department**" reports (**Appendix E and Appendix F**) provide summary of departmental expenditures for the month of September 2013 and percentages of the total expenditures compared to the budgeted amounts.

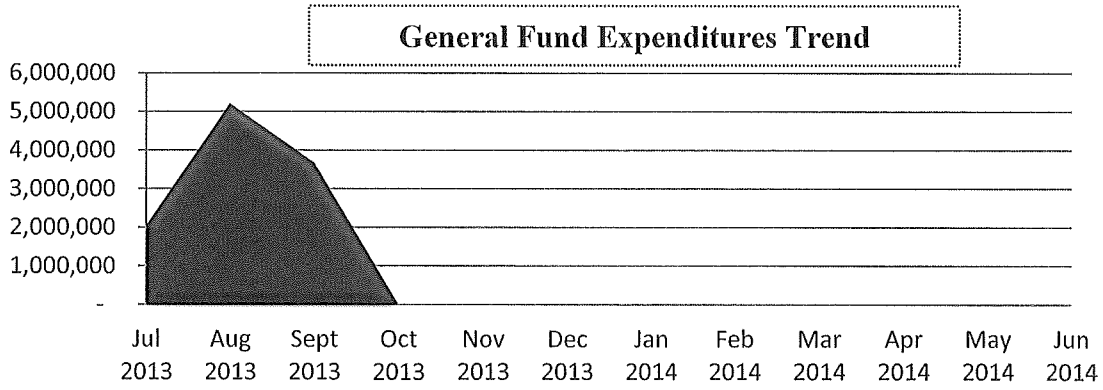
Most of the expenditure categories were below the pro-rated expenditure percentage of **25%** for the first quarter of the fiscal year. However, the City Attorney's Department spent **34%** of its total appropriation as shown in Appendix "**F**" due to insurance premium that had to be significantly prepaid in the first 3 months of the fiscal year. The Public Works – Maintenance Department spent **28%** of its overall appropriation due to the amount of **$942,000** paid to purchase vehicles that were previously under a finance lease

arrangement. The General Services Department spent **252%** (**$12,605**) of its overtime budget of **$5,000**. The Fire Department overtime cost was **78%** (**$467,758**) of its total overtime budget of **$600,000**. Parks & Recreation Department's actual overtime cost of **$5,846** was **58%** of its total overtime budget of **$10,000**.

REVENUES AND EXPENDITURES TREND – GENERAL FUND

Analysis of the trend of General Fund revenues and expenditures indicated that General Fund revenue for the first quarter of the fiscal year was less than expenditures by **$3.46 million**. The graphs of the monthly revenue collections and actual expenditures are shown below.





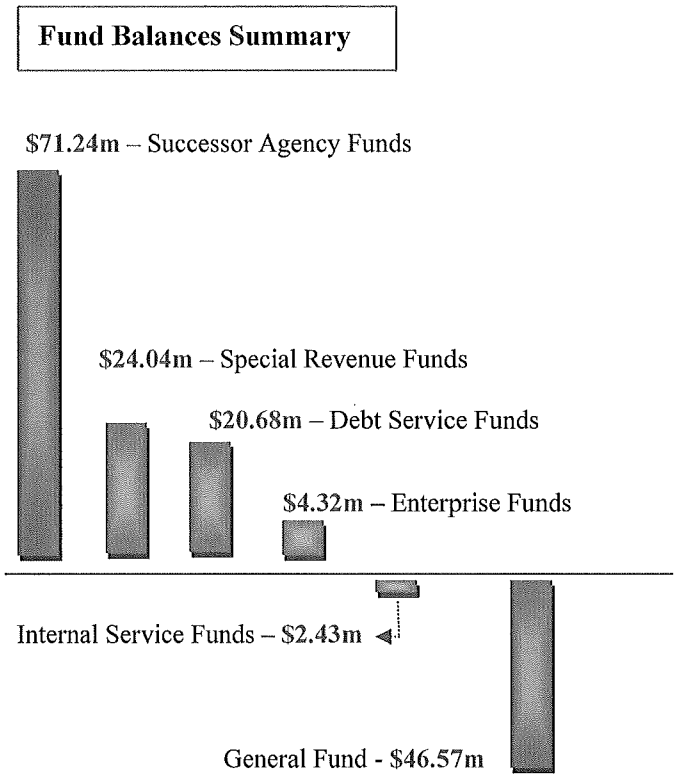
ISSUANCE OF TRANS TO BRIDGE THE CASH FLOW GAP

The City finalized the issuance of a **$10.6 million Tax and Revenue Anticipation Notes (TRANS)** to provide cash for financing General Fund operations for the first half of the fiscal year. As in prior years, the months of July 2013 through December 2013 will experience lesser revenue collections while bulk of the revenues will be received in the second half of the fiscal year. The TRANS will ensure that the City is current in paying its monthly bills until the revenue collections increase significantly in the second half of the fiscal year. The TRANS will be fully repaid (principal and interest) on **June 1, 2014** utilizing the General Fund secured revenues accumulated in a lock box from July 2013 to May 2014.

FUND BALANCES

The Fund Balances Summary Report in **Appendix G** provides the beginning fund balances (unaudited) of each of the major funds and the fund balances (unaudited) as of end of September 2013.

The General Fund had accumulated **negative** fund balance of **$46.57 million** as of September 30, 2013. The Special Revenue Funds ended the month with a cumulative fund balance of **$24.04 million**. The total ending fund balance of Successor Agency Funds was **$71.24 million**, the Debt Service Funds balance was **$20.68 million**, the Enterprise Funds balance was **$4.32 million**, and the Internal Service Funds (which included Equipment Rental Fund, Central Duplicating Fund, Worker's Compensation Fund, and General Liability Insurance Fund) had a combined deficit fund balance of **$2.43 million**.



The fund balances shown above represent cumulative amounts. Therefore, the General Fund deficit balance of **$46.57 million** as of September 2013 included the cumulative deficit of **$43.11 million** from prior years and the current year deficit of **$3.46 million** recorded in the first quarter ended September 2013. This fiscal year deficit of **$3.46 million** will be reversed when the City receives bulk of the General Fund revenue in the second half of the fiscal year. The approved budget for the Fiscal Year 2013-2014 indicates that the City will have a fiscal year surplus of $695,421 in the General Fund at the end of the year.

On December 20, 2011, the City Council approved Resolution No. **23,447** delineating a 20-year repayment schedule to enable the General Fund erase the prior years' accumulated deficit and to repay the amounts owed to other Funds. The repayment plan entailed that there will be surplus in General Fund (actual revenues will be higher than expenditures) in each of the next 20 years thereby reducing the accumulated deficit and providing cash for the General Fund to repay the amounts owed to other Funds. For the current fiscal year 2013-2014, the amount to be repaid by General Fund in accordance with the repayment schedule is **$200,000.**

As contained in Council Resolution No. **23,447**, the amount owed to other funds above included the amount of **$5,328,000** for Park properties purchased by the City from the City's former Community Redevelopment Agency (**CRA**) for which the City has not had enough funds to make the payment. Also stated in Council Resolution No. **23,447,** is the amount of **$4,037,635** allocated through the budget process in fiscal year 2008/2009 for expenditures made by City Departments on behalf of CRA. The Independent Auditors disallowed the expenditures and the amount was to be refunded to the Agency. Sequel to the dissolution of CRA and establishment of Successor Agency, the City notified the State Department of Finance (DOF) about the 20-year repayment plan detailed in Council Resolution No. **23,447**. It is expected that the DOF will agree to the 20-year repayment plan.

In 2011, the City Council approved with Resolution No. **23,323** (dated **5/24/2011)** that the City's former Community Redevelopment Agency (CRA) should repay the amount of **$7.7 million** owed to the General Liability Insurance Fund. The amount represents CRA's share of general liability claims paid on behalf of the Agency by the General Liability Insurance Fund. The Agency did not pay its share of the liability claims since 1987. The City Council directed in 1991, with Resolution No. **16,651** of **7/23/1991,** that the Agency should pay the accumulated liability claims when the Agency has enough funds. Pursuant to the 2011 Council Resolution No. **23,323**, the Agency repaid a total amount of **$3.1 million** prior to the dissolution of CRA. This amount of **$3.1million** for General Liability claims and **$2.4 million** for other expense reimbursements made by the Agency to the City are under review by the DOF to determine if the reimbursements (totaling **$5.5million**) should be refunded back to the Agency. DOF indicated that the repayments were made to the City within one year prior to Assembly Bill **AB X1 26**. The law that disbanded CRA (**AB X1 26**) came into effect in January 2012 after the payments were made by CRA. Further, the general liability claims occurred over the past several years starting from 1987, before **AB X1 26** came into effect. However, in line with DOF stance in other Cities, the above two payments (amounting to **$5.5 million**) made by CRA prior to January 2012 were being reviewed / questioned by the DOF.

APPENDICES

The following detailed schedules are included in this Financial Report as appendices:

1) **Revenue Summary (Appendix A)** – showing total budgeted revenues for the fiscal year 2013-2014, the actual revenues collected for the month of September 2013, the total collections for the first quarter ended September 30, 2013, and percentages of the actual collections compared to the budgeted amounts. These amounts are summarized based on the six major fund classifications.

2) **General Fund Revenues (Appendix B)** - this schedule provides detailed classification of revenue receipts posted to the General Fund.

3) **Enterprise Funds Revenues (Appendix C)** – the schedule provides details of revenue receipts for Water, Rubbish, Sewer, Recreation Programs and Golf Course Funds.

4) **Expenditures Summary (Appendix D)** – this shows the budgeted expenditures for the 2013-2014 fiscal year, the actual expenditures for the month of September 2013, the total expenditures for the first quarter ended September 30, 2013, and the percentages of the expended amounts compared to the budgeted amounts.

5) **Costs By Department (Appendix E and Appendix F)** – show total expenditures by Department as of the end of September 2013, for General Fund (**Appendix E**) and for the entire City (**Appendix F**).

6) **Summary of Fund Balances – Major Funds (Appendix G)** – the focus of this schedule is to show the beginning fund balances (unaudited) of the major funds of the City and the ending fund balances as of the end of September 2013.

7) **Budget Comparison (Appendix H)** – shows the summary of revenues compared to total budget based on the major budget categories.

8) **Grants Appropriation Balances (Appendix I)** – indicates the Grant fund appropriations not yet spent as of September 2013.

RECOMMENDATION

It is recommended that the Honorable Mayor and City Council receive and file the Financial Report for the period ended September 30, 2013.

Thank you.

G. HAROLD DUFFEY,
CITY MANAGER

STEPHEN AJOBIEWE,
CITY CONTROLLER

Appendix A

Revenues Summary

Account Number	Fund Name	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual September 2013	Actual Year-To-Date 09/30/2013	Percentage Collection
General Fund						
1001	General Fund	$ 44,354,094	$ 44,404,094	$ 3,055,088	$ 7,450,509	17%
1003	Hazardous Materials Fund	176,340	176,340	-	-	0%
	Subtotal	44,530,434	44,580,434	3,055,088	7,450,509	17%
Special Revenue Funds						
2100	Retirement Fund	18,733,729	18,733,729	-	367	0%
2502	Street Lighting City Wide	4,279,446	4,279,446	-	-	0%
2820	Local Housing Authority	10,922,755	10,922,755	842,740	2,523,266	23%
	All others	16,169,006	16,169,006	1,942,457	3,022,875	19%
	Subtotal	50,104,936	50,104,936	2,785,197	5,546,508	11%
Successor Agency Funds						
1201	Successor Agency - Admin Fund	17,022,285	17,022,285	52,015	2,579,253	15%
1205	Successor Agency - Low Cost Housing	-	-	-	23,597	N/A
3002	Successor Agency - Tax Alloc. Bond	15,500,000	15,500,000	-	-	0%
3070	Successor Agency -2010A Bond	19,072,516	19,072,516	-	-	0%
3080	Successor Agency - 2010B Bond	18,941,418	18,941,418	-	-	0%
3090	Successor Agency - 2010C Bond	6,464,886	6,464,886	-	-	0%
	Subtotal	77,001,105	77,001,105	52,015	2,602,850	3%
Debt Service Funds						
3030	Revenue Bonds 2008	2,319,888	2,984,888	-	-	0%
9203	Revenue Bonds 1987	85,700	85,700	-	-	0%
	Subtotal	2,405,588	3,070,588	-	-	0%
Enterprise Funds						
5000	Water Fund	15,270,500	15,270,500	1,372,721	4,159,582	27%
5001	Richland Farms	48,000	48,000	-	-	0%
5003	Water Bond Fund 2009	16,679,522	16,679,522	510,707	1,399,292	8%
5100	Rubbish Fund	11,325,366	11,325,366	776,304	2,349,021	21%
5116	Sewer Fund	933,541	933,541	-	150	0%
5117	Sewer Bond Series 2009	14,808,889	14,808,889	178,410	539,769	4%
5200	Golf Course	83,200	83,200	5,320	17,817	21%
5300	Recreation Programs	24,000	24,000	-	(34)	0%
	Subtotal	59,173,018	59,173,018	2,843,462	8,465,597	14%
Internal Service Funds						
6000	Equipment Rental	2,246,453	2,246,453	178,769	553,332	25%
6200	Central Duplicating	525,678	525,678	18,678	56,548	11%
6300	Worker's Compensation	2,095,982	2,095,982	163,739	568,888	27%
6400	Liablility Insurance Fund	1,906,927	1,906,927	-	-	0%
	Subtotal	6,775,040	6,775,040	361,186	1,178,768	17%
	Grand Total	$ 239,990,121	$ 240,705,121	$ 9,096,948	$ 25,244,232	10%

Appendix B

General Fund Revenues

Code	General Fund	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual September 2013	Actual Year-To-Date 09/30/2013	Percentage Collection
	Property Taxes					
3010	Property Taxes Current	$ 3,009,272	$ 3,009,272	$ -	$ -	0%
3020	Property Taxes Unsecured	30,504	30,504	-	-	0%
3030	Prior Year-Secured	-	-	-	-	N/A
3040	Prior Year-Unsecured	3,496	3,496	-	-	0%
3060	Aircraft	21,532	21,532	-	-	0%
	Subtotal	**3,064,804**	**3,064,804**	-	-	0%
	Sales and Use Taxes					
3110	Sales and Use Taxes	6,979,689	6,979,689	466,889	466,889	7%
3111	Sales and Use Taxes -PSAF	258,903	258,903	23,718	23,718	9%
	Subtotal	**7,238,592**	**7,238,592**	**490,607**	**490,607**	7%
	Franchise and Utility Users Taxes					
3121	Gas Franchise	300,428	300,428	23,285	23,285	8%
3122	Electric Franchise	299,021	299,021	-	-	0%
3124	Other Water Franchise	5,400	5,400	-	-	0%
3125	Rubbish Franchise	800,000	800,000	81,475	81,475	10%
3126	Other Franchise	185,100	185,100	-	86,072	47%
3127	Towing Franchise	15,165	15,165	-	33	0%
3140	Transient Occupancy	137,905	137,905	10,943	12,101	9%
3150	Property Transfer Fee	160,278	160,278	-	25,934	16%
3160	Telephone Users	1,594,807	1,594,807	143,901	193,516	12%
3161	Gas Users	1,577,750	1,577,750	111,901	222,603	14%
3162	Electric Users	4,868,116	4,868,116	502,193	987,623	20%
3163	City Water Users	1,489,964	1,489,964	129,355	391,763	26%
3164	Other Water Users	548,967	548,967	54,448	109,058	20%
3165	Cellular Phone Users	2,713,443	2,713,443	238,943	520,596	19%
	Subtotal	**14,696,344**	**14,696,344**	**1,296,444**	**2,654,059**	18%
	License and Permits					
3210	Building Permits	447,713	447,713	42,147	151,552	34%
3220	Plumbing Permits	62,925	62,925	3,012	13,155	21%
3230	Electrical Permits	74,704	74,704	7,286	21,681	29%
3240	Other Contruction Permits	51,485	51,485	7,302	27,191	53%
3242	Economic Enterprise Zone	40,015	40,015	2,205	17,685	44%
3243	Tobacco Permit	58,543	58,543	6,625	18,125	31%
3245	Business License	1,247,414	1,247,414	151,294	524,702	42%
3246	Business License Rental	85,512	85,512	10,352	24,604	29%
3248	Revenue License Fee-Casino	840,000	840,000	154,719	154,269	18%
3250	Certificate of Occupancy	46,806	46,806	4,536	14,386	31%
3264	Burglar Alarm Permit	7,100	7,100	1,520	2,765	39%
3265	Fire Permit Fee	45,000	45,000	13,325	23,375	52%
3266	Tank Removal Over/Haul	26,780	26,780	2,449	9,034	34%
3275	Conditional Use Variance	15,000	15,000	3,750	5,550	37%
3280	Miscellaneous Licenses	85,393	85,393	7,730	20,692	24%
	Subtotal	**$ 3,134,390**	**$ 3,134,390**	**$ 418,252**	**$ 1,028,766**	33%

	General Fund	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual September 2013	Actual Year-To-Date 09/30/2013	Percentage Collection
	Fines, Forfeitures and Permits					
3315	Parking Citations	$ 1,100,000	$ 1,100,000	$ 84,782	$ 313,512	29%
3320	Other Court Fees	257,764	257,764	26,894	52,708	20%
3321	Vehicle Impound	54,600	54,600	3,500	5,250	10%
3332	False Alarm Program	20	20	-	-	0%
3340	Forfeitures and Penalties	45	45	-	-	0%
3350	Census Grant Revenue	-	-	-	-	N/A
	Subtotal	**1,412,429**	**1,412,429**	**115,176**	**371,470**	26%
	Use of Money and Property					
3410	Interest Income	12,900	12,900	-	4,169	32%
3420	Rents & Concessions	85,400	85,400	7,444	19,956	23%
3421	Rents and Concessions Comm	1,000	1,000	613	1,226	123%
3425	Rents & Concessions-Bullis Rd	75,000	75,000	4,415	38,364	51%
3428	Rents & Concessions-Bullis Rd	-	-	-	-	N/A
	Subtotal	**174,300**	**174,300**	**12,472**	**63,715**	37%
	Revenues from Other Agencies					
3511	Motor Vehicle License	8,001,250	8,001,250	-	-	0%
3521	State Homeowners Prior Year	21,360	21,360	-	-	0%
3570	Court Subpeona Reimbursements	1,740	1,740	345	675	39%
	Subtotal	**8,024,350**	**8,024,350**	**345**	**675**	0%
	Charges From Current Services					
3602	Current Services Provided-Water	4,300,000	4,300,000	385,331	1,155,992	27%
3603	Current Services Provided-CRA	150,000	150,000	73,081	73,081	49%
3610	Environmental Review	12,500	12,500	625	3,925	31%
3612	Subdivision Fees	1,500	1,500	-	-	0%
3615	Sale of Maps and Publications	150	150	-	100	67%
3616	Banner Processing Fees	1,000	1,000	-	900	90%
3617	Other Filing & Certificates	1,200	1,200	-	738	61%
3618	City Provided Medical	900,500	900,500	187,336	273,804	30%
3621	Record Sealing Fees	-	-	-	11	N/A
3622	Special Police Department	30	30	-	-	0%
3623	Special Fire Department	6,500	6,500	205	1,983	31%
3630	EMS Subscriptions	-	-	-	-	N/A
3633	Quimby Act Fees	-	-	-	-	N/A
3640	Plan Checking Fees	539,335	539,335	26,526	125,548	23%
3641	Administration Fee-Payroll	520	520	25	58	11%
3662	Nuisance Abatement	-	-	-	-	N/A
3665	Weed & Lot Abatement	135	135	-	-	0%
3666	Substandard Abatement	95,377	95,377	4,874	15,843	17%
3670	Refuse Collection Charges	-	-	6,265	6,265	N/A
3684	Advertisement Charges	281,616	281,616	16,000	48,000	17%
3700	Swim & Slide Pool Collections	7,080	7,080	866	4,842	68%
3712	Cleaning Deposit	-	-	-	-	N/A
3721	P&R Room Rentals	2,200	2,200	970	1,967	89%
3842	Other Penalties-Returned Check	200	200	80	100	50%
3848	Miscellaneous - Water	-	-	-	-	N/A
3870	Collection Fees	-	-	-	-	N/A
3881	Reproduction Charge	8,150	8,150	1,044	3,185	39%
3884	Administration Fee	-	-	-	-	N/A
3890	Misc Charges for Current Services	26,020	26,020	2,170	7,649	29%
	Subtotal	**$ 6,334,013**	**$ 6,334,013**	**$ 705,399**	**$ 1,723,989**	27%

General Fund		Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual September 2013	Actual Year-To-Date 09/30/2013	Percentage Collection
Others						
3910	Sale of Real or Personal Prop	$ -	$ -	$ -	$ -	N/A
3920	Contribution From Other Funds(Crossing Guard)	114,222	114,222	-	-	0%
3959	Overage / Shortage	-	-	-	-	N/A
3565	Other Federal Grant - Fire Department	-	-	-	-	N/A
3571	Legal Recovery	25,000	25,000	-	1,636	7%
3980	Miscellaneous Revenue	135,000	185,000	16,393	1,115,592	603%
3982	Public Works Misc Revenue	650	650	-	-	0%
3989	Continued Appropriation - Prior Year Open P.Os	-	-	-	-	N/A
	Subtotal	274,872	324,872	16,393	1,117,228	344%
	TOTAL GENERAL FUND	$ 44,354,094	$ 44,404,094	$ 3,055,088	$ 7,450,509	17%

Appendix C

Enterprise Fund Revenues

Enterprise Fund	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual September 2013	Actual Year-To-Date 09/30/2013	Percentage Collection
Water					
3801 Residential Revenue	$ 10,000,000	$ 10,000,000	$ 1,051,057	$ 3,183,873	32%
3802 Commercial Revenue	2,200,000	2,200,000	128,224	420,073	19%
3803 Industrial Revenue	1,005,000	1,005,000	65,396	186,765	19%
3805 City Dept to be Billed	340,000	340,000	32,196	96,018	28%
3806 Other Government Agencies	690,000	690,000	68,768	193,653	28%
3807 Private Fire Protection	75,000	75,000	6,330	18,355	24%
3821 Residential Connections	-	-	-	-	N/A
3822 Commercial Connections	-	-	-	-	N/A
3828 Other Emergency Connections	1,500	1,500	-	-	0%
3833 Contrib for Install of Service	5,000	5,000	-	-	0%
3841 Turn on Charges	100,000	100,000	12,390	40,425	40%
3842 Other Penalties-Returned Check	-	-	-	35	N/A
3843 Resetting Meters	20,000	20,000	1,800	5,250	26%
3848 Miscellaneous Water Revenue	15,000	15,000	85	355	2%
3870 Collection Fess	740,000	740,000	-	-	0%
3890 Misc. Charges For Current Services	20,000	20,000	4,331	12,636	63%
3892 Scrap Metal Sale	-	-	2,144	2,144	N/A
3980 Miscellaneous Revenue	59,000	59,000	-	-	0%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	15,270,500	15,270,500	1,372,721	4,159,582	27%
Richland Farms					
3130 Richland Farm Spec Assessment	48,000	48,000	-	606	1%
Subtotal	48,000	48,000	-	606	1%
Water Bond Fund 2009					
3410 Interset Income	350	350	-	-	N/A
3808 Water Capital Project Revenue	2,260,000	2,260,000	510,707	1,399,292	62%
3970 Revenue From Prior Years	14,419,172	14,419,172	-	-	0%
3989 Continued Appropriation - Prior Year's P.Os	-	-	-	-	N/A
Subtotal	16,679,522	16,679,522	510,707	1,399,292	8%
Rubbish Fund					
3410 Interest Income	1	1	-	-	N/A
3670 Refuse Collection Charges	10,630,653	10,630,653	716,461	2,241,231	21%
3722 Residential Bin Service	52,647	52,647	5,558	20,637	39%
3884 Administration Fees	234,631	234,631	22,200	22,200	9%
3941 Principal & Interest - Hub City Contribution	159,647	159,647	10,997	10,997	7%
3980 Miscellaneous Rev	247,787	247,787	21,088	53,956	22%
3989 Continued Appropriation - Prio Year's P.Os	-	-	-	-	N/A
Subtotal	$ 11,325,366	$ 11,325,366	$ 776,304	$ 2,349,021	21%

Enterprise Fund	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual September 2013	Actual Year-To-Date 09/30/2013	Percentage Collection
Sewer					
3410 Interest Income	$ 241	$ 241	$ -	$ 150	62%
3761 Assessments	933,300	933,300	-	-	0%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	933,541	933,541	-	150	0%
Sewer Bond Series 2009					
3410 Interest Income	223	223	-	-	0%
3809 Sewer Capital	2,475,018	2,475,018	178,410	539,769	22%
3970 Revenue From Prior Year	12,333,648	12,333,648	-	-	0%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	14,808,889	14,808,889	178,410	539,769	4%
Golf Course					
3710 Golf Fees	83,200	83,200	5,320	17,817	21%
Subtotal	83,200	83,200	5,320	17,817	21%
Recreation Programs					
3740 Recreation Program Charges	24,000	24,000	-	(34)	0%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	24,000	24,000	-	(34)	0%
Grand Total	**$ 59,173,018**	**$ 59,173,018**	**$ 2,843,462**	**$ 8,465,597**	14%

Appendix D

Expenditures Summary

Account Number	Fund Name	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual September 2013	Actual Year-To-Date 09/30/2013	Percentage Spent
General Fund						
1001	General Fund	$ 48,680,428	$ 48,680,428	$ 3,667,363	$ 10,891,162	22%
1003	Hazardous Materials Fund	176,340	176,340	1,734	20,887	12%
	Subtotal	48,856,768	48,856,768	3,669,097	10,912,049	22%
Special Revenue Funds						
2100	Retirement Fund	18,733,729	18,733,729	790,113	2,821,408	15%
2502	Street Lighting City Wide	4,279,446	4,279,446	420,948	843,872	20%
2820	Local Housing Authority	10,922,755	10,922,755	835,112	2,539,498	23%
	All others	16,169,006	16,169,006	52,232	996,167	6%
	Subtotal	50,104,936	50,104,936	2,098,405	7,200,945	14%
Successor Agency Funds						
1201	Successor Agency - Admin Fund	17,022,285	17,022,285	101,610	213,011	1%
1205	Successor Agency - Low Cost Housing	-	-	-	-	N/A
3002	Successor Agency - Tax Alloc. Bond	15,500,000	15,500,000	-	8,733,000	56%
3070	Successor Agency -2010A Bond	19,072,516	19,072,516	1,125,000	2,723,363	14%
3080	Successor Agency - 2010B Bond	18,941,418	18,941,418	1,519,869	3,835,453	20%
3090	Successor Agency - 2010C Bond	6,464,886	6,464,886	1,115	685,468	11%
	Subtotal	77,001,105	77,001,105	2,747,594	16,190,295	21%
Debt Service Funds						
3030	Revenue Bonds 2008	2,319,888	2,984,888	1,222,938	1,781,879	60%
9203	Revenue Bonds 1987	85,700	85,700	6,100	18,300	21%
	Subtotal	2,405,588	3,070,588	1,229,038	1,800,179	59%
Enterprise Funds						
5000	Water Fund	15,270,500	15,270,500	519,632	1,727,173	11%
5001	Richland Farms	48,000	48,000	-	-	0%
5003	Water Bond Fund 2009	16,679,522	16,679,522	567,744	2,676,317	16%
5100	Rubbish Fund	11,325,366	11,325,366	830,046	879,711	8%
5116	Sewer Fund	933,541	933,541	143,949	171,349	18%
5117	Sewer Bond Series 2009	14,808,889	14,808,889	530,227	557,613	4%
5200	Golf Course	83,200	83,200	7,000	7,000	8%
5300	Recreation Programs	24,000	24,000	-	-	0%
	Subtotal	59,173,018	59,173,018	2,598,598	6,019,163	10%
Internal Service Funds						
6000	Equipment Rental	2,246,453	2,246,453	95,495	963,192	43%
6200	Central Duplicating	525,678	525,678	8,184	30,948	6%
6300	Worker's Compensation	2,095,982	2,095,982	25,369	370,714	18%
6400	Liablility Insurance Fund	1,906,927	1,906,927	147,494	1,062,744	56%
	Subtotal	6,775,040	6,775,040	276,542	2,427,598	36%
	Grand Total	$ 244,316,455	$ 244,981,455	$ 12,619,274	$ 44,550,229	18%

Appendix E

Costs by Department - General Fund Only
As of September 30, 2013

Department Name	Dept No	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual Year-To-Date 09/30/2013	Percentage Spent
City Council/ Mayor	40	$ 797,524	$ 797,524	$ 139,572	18%
City Attorney	42	1,583,151	1,583,151	208,628	13%
City Treasurer	44	557,619	557,619	99,237	18%
City Clerk	47	655,793	655,793	88,899	14%
City Manager	51	2,393,529	2,393,529	365,453	15%
Personnel Dept	56	572,046	572,046	111,782	20%
General Services	60	3,693,232	3,693,232	1,110,419	30%
Non-Departmental	61	560,697	560,697	39,243	7%
City Controller	65	1,632,708	1,632,708	250,854	15%
Municipal Law	67	3,283,051	3,283,051	629,991	19%
Los Angeles County Sheriff	68	18,434,351	18,434,351	4,451,232	24%
Fire	69	10,316,647	10,316,647	2,583,971	25%
Building & Safety Dept	77	1,228,768	1,228,768	229,356	19%
Planning & Economic Dev.	78	684,582	684,582	88,085	13%
Careerlink	81	81,900	81,900	4,829	6%
Parks & Recreation	84	2,204,830	2,204,830	489,611	22%
Total		$ 48,680,428	$ 48,680,428	$ 10,891,162	22%

Appendix F

Costs by Department - All Funds
As of September 30, 2013

Department Name	Dept No	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual Year-To-Date 09/30/2013	Percentage Spent
City Council/ Mayor	40	$ 1,182,048	$ 1,182,048	$ 181,941	15%
City Attorney	42	6,873,390	6,873,390	2,365,726	34%
City Treasurer	44	825,693	825,693	131,955	16%
City Clerk	47	1,007,879	1,007,879	148,905	15%
Elections	48	-	-	-	0%
City Manager	51	4,674,827	4,674,827	826,721	18%
Personnel Dept	56	1,054,857	1,054,857	143,360	14%
General Services	60	4,382,913	4,382,913	1,237,481	28%
Non-Departmental	61	10,681,335	10,681,335	2,433,261	23%
City Controller	65	2,243,534	2,243,534	334,431	15%
Municipal Law	67	4,154,766	4,154,766	800,423	19%
Los Angeles County Sheriff	68	18,434,351	18,434,351	4,451,232	24%
Fire	69	16,370,368	16,370,368	3,379,008	21%
Public Works- Engineering	71	20,079,996	20,079,996	1,117,990	6%
Public Works - Street Maintenance	72	7,494,034	7,494,034	2,075,540	28%
Building & Safety Dept	77	1,566,426	1,566,426	273,524	17%
Planning & Economic Dev.	78	3,819,005	3,819,005	109,541	3%
Local Housing Authority	79	10,922,755	10,922,755	2,539,498	23%
Careerlink	81	675,400	675,400	78,018	12%
Parks & Recreation	84	4,980,404	4,980,404	783,586	16%
Water Dept	85-90	43,135,365	43,800,365	4,985,039	11%
Successor Agency	91	79,757,109	79,757,109	16,153,049	20%
Total		$ 244,316,455	$ 244,981,455	$ 44,550,229	18%

Appendix G

Summary of Fund Balances - Major Funds Period Ended September 30, 2013			
	Fund Name	Unaudited Balance 6/30/2013	Unaudited Balance 9/30/2013
General Fund			
1001	General Fund	$ (42,874,353)	$ (46,315,006)
1003	Hazardous Materials Fund	(231,988)	(252,875)
	Subtotal	(43,106,341)	(46,567,881)
Special Revenue Funds			
2100	Retirement Fund	16,669,324	13,848,283
2502	Street Lighting City Wide	(1,226,559)	(2,070,431)
2820	Local Housing Authority	(427,961)	(444,193)
	All others	10,681,662	12,708,370
	Subtotal	25,696,466	24,042,029
Successor Agency Funds			
1201	Successor Agency - Administrative Fee Fund	39,782,268	42,148,510
1205	Successor Agency - Low Cost Housing	15,131,379	15,154,976
3002	Successor Agency - Tax Allocation Bond	10,007,150	1,274,150
3070	Successor Agency - Bonds Series 2010A	10,414,752	7,691,389
3080	Successor Agency - Bonds Series 2010B	9,121,670	5,286,217
3090	Successor Agency -Bond Series 2010C	370,755	(314,713)
	Subtotal	84,827,974	71,240,529
Debt Service Funds			
3030	Revenue Bonds 2008	22,421,498	20,639,619
9203	Revenue Bonds 1987	54,405	36,105
	Subtotal	22,475,903	20,675,724
Enterprise Funds			
5000	Water - Main Fund	11,491,593	13,924,002
5001	Water - Richland Farms	152,112	152,112
5003	Water - 2009 Bond Fund	(11,858,620)	(13,135,645)
5010	Water - Self Ins. Trust	90	90
5100	Rubbish Fund	(520,115)	949,195
5116	Sewer Fund	1,793,731	1,622,532
5117	Sewer Bond Series 2009	1,166,363	1,148,519
5118	Sewer Administration Fund	(490,289)	(490,289)
5200	Golf Course	85,727	96,544
5300	Recreation Programs	55,508	55,474
	Subtotal	1,876,100	4,322,534
Internal Service Funds			
6000	Equipment Rental	926,957	517,097
6200	Central Duplicating	(119,342)	(93,742)
6300	Worker's Compensation	(1,463,595)	(1,265,421)
6400	Liablility Insurance Fund	(527,897)	(1,590,641)
	Subtotal	$ (1,183,877)	$ (2,432,707)

#6.

Appendix H

Budget Comparison FY 2013-2014 Revenues For The Period Ended September 30, 2013				
	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual Year-To-Date Revenues	Percentage of Collection
General Fund	$ 44,530,434	$ 44,580,434	$ 7,450,509	17%
Special Revenue Funds	50,104,936	50,104,936	5,546,508	11%
Successor Agency Funds	77,001,106	77,001,105	2,602,850	3%
Debt Service Funds	2,405,588	3,070,588	-	0%
Enterprise Funds	59,173,018	59,173,018	8,465,597	14%
Internal Services Funds	6,775,040	6,775,040	1,178,768	17%
	$ 239,990,122	**$ 240,705,121**	**$ 25,244,232**	**10%**

Appendix I

Grants Appropriation Balances Amount of Budget Appropriations Not Yet Spent as of September 30, 2013		
Fund No.	Description	Unspent Appropriation
1062	JAG Grant - 2010	$ 34,101
1063	JAG Grant - 2011	143,844
1064	JAG Grant - 2012	84,324
1518	DOT Community Improvement Project Grant	391,307
1520	MTA Transportation Improvement Grant	1,098,005
1521	Local Street and Roads Improvement Grant	482,441
1523	Rosecrans Traffic Signal Upgrade	680,105
1674	Neighborhood Stabilization NSP 1 Grant	126,906
1675	Neighborhood Stabilization NSP 3 Grant	1,305,976
1900	Proposition C	950,548
2000	Proposition A	191,110
2300	Gas Tax Fund	356,833
2604	TDA Sidewalk/Bikeways Grant	48,059
2620	EPA Water Line Rehabilitation Project Grant	540,707
2624	EPA Water Storage Tank Project - 2009	485,000
2625	Air Quality Management / Clean Air Act	284,195
2655	CA Beverage Container Recycle Grant	86,111
2672	Used Oil Payment Program OPP1 Grant	28,392
2673	SD2 2012 Excess Funds Program	250,000
2674	Tree Planting Grant	9,000
2677	LA County Leuders Park Grant	247,500
2779	Energy Efficiency/Conservation Grant	5,585
2799	Compton Creek Regional Bike Trail Grant	498,707
2800	Community Development Block Grant	1,010,416
2801	Emergency Shelter Grant	114,142
2805	HOME Program Grant	1,663,297
2818	Section 108	748,563
	Total Unspent Grants Appropriations	$ 11,865,174

#6.

FIRE

October 7, 2013

TO: G. HAROLD DUFFEY, CITY MANAGER

FROM: JON THOMPSON, FIRE CHIEF

SUBJECT: FIRE DEPARTMENT MONTHLY REPORT FOR SEPTEMBER 2013

SUMMARY

The Compton Fire Department hereby submits the September 2013 monthly report regarding general information, revenue, activities and services provided during this period.

STAFFING:

Positions	Total Staffed	Total Authorized	Total Vacant
Battalion Chief	3	3	0
Fire Captain	15	15	0
Fire Engineer	15	15	0
Firefighters	16	19	3
Firefighter/Paramedic	18	18	0
Admin. Personnel	7	7	0
TOTAL	**77**	**77**	**3**

OVERTIME UTILIZATION:

Overtime Budgeted	Overtime Expended YTD	Projected
$600,000.00	554,237.08	1.1 million

Total Hours	Overtime	Sick	Vacation	Training
September 2013	4,444	468	960	149

FISCAL IMPACT:

There currently is a high overtime usage due to three (3) firefighter vacancies and six (6) employees on disability due to injury.

DEPARTMENT ACTIVITY:

Listed below is the amount of calls for service responded to in September 2013. The total number of calls was nine-hundred and thirty four. (903). Multiple units respond to same calls therefore the numbers in the first column is not totaled. This listed time categories are as follows:

1. The Average Call Process Time column is the amount of time taken from the call being received by law enforcement, switched to fire dispatch and fire units toned out to respond. This time is one minute and twenty-three seconds (1:23).
2. The Average Turnout Time column is the time units are toned out in the station to the time they go enroute for the response. This time is two minutes and twelve seconds (2:12).
3. The Average Response Time column is the time the units go enroute, until the time they arrive on scene of the response. This time is four minutes and twenty-five seconds (4:25).
4. The Average Dispatch to Scene column is the time the caller establishes contact, until unit/s arrival on scene of the response. This time is six minutes and thirty-six (6:36).

The current national average response time goal is eight minutes (8:00). We are almost two minutes (2:00) below that.

Incidents (903) September 2013	Total Calls	Average Call Process Time	Average Turnout Time	Average Response Time	Average Dispatch to Scene
Engine 41	231	01:21	02:18	04:19	06:37
Engine 42	316	01:24	02:05	03:54	05:59
Engine 43	199	01:24	02:13	04:25	06:38
Engine 44	191	01:27	02:30	05:17	07:47
Truck 411	89	01:20	02:13	04:41	06:54
Paramedic 441	276	01:18	01:58	04:43	06:41
Paramedic 442	324	01:26	02:59	04:07	06:06
Paramedic 443	239	01:22	02:18	03:52	06:10
AVERAGE ALL	**N/A**	1.23	02:12	04:25	06:36

Fire Department Monthly Report for September 2013
October 9, 2013
Page Three

FIRE PERVENTION INSPECTIONS:

The figures listed below represent inspections completed by both engine companies and our Fire Protection Specialists. Our engine companies focus on our smaller businesses and residential facilities, while our Fire Protection Specialist focuses on all other businesses.

Engine Company Inspections	Shift A	Shift B	Shift C		Total
September 2013	25	67	52		**144**
Fire Prev. Bureau Inspections	**Annual**	**Re-Inspections**	**CO**	**Other**	
September 2013	34	3	9	18	**64**

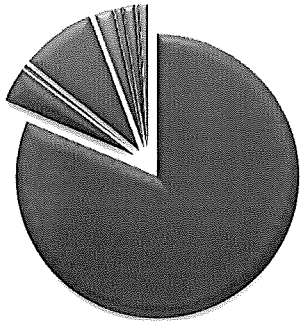
INCIDENT BY TYPE:

Incidents	September 2013
Civil Problem/Any Domestic Violence Event	0
Fall Victim	41
Rubbish Fires	13
Vehicle Fires	7
Residential Fires	5
Commercial Fires	4
Structure Fires	5
Vegetation Fires	2
Hazardous Spills	1
Gas Odors	3
Power Lines Down	2
Smoke	1
Medical Aid	662
Traffic Collisions	77
Water Flow Alarms	20
Unclassified	7
Investigations	9
Public Assist	12
Hydrant Sheared	4
Special Request	1
Mental Health	27
Water Rescue	0
Total Number of Incidents	**903**

#6.

Fire Department Monthly Report for September 2013
October 9, 2013
Page Four

INCIDENT REPORT - SEPTEMBER



- Medical Response - 80.8%
- Fire Response - 3.9%
- Gas Odors - 0.3%
- Power Lines Down - 0.2%
- Traffic Collisions - 8.5%
- Water Flow Alarms - 2.2%
- Investigations - 0.9%
- Public Assist - 1.3%
- Hydrant Sheared 0.4%
- Hazardous Spills 0.1%

REVENUE STATUS:

Description and Account Number	Revenue	Fiscal Year 12-13 Revenue To Date	Percentage of Revenue Received
Permits 1001-3265	13,325	23,375	52%
Tank Removal 1001-3266	2,448	9,034	34%
City Provided Medical 1001-3618	187,336	273,804	30%
Special Fire Dept. 1001-3623	205	1,983	31%
Hazmat Fee 1003-3672	0	11,095	6%
Plan Check 1001-3640	26,526	125,548	23%
TOTAL	**229,840.**	**433,744.**	**28%**

RECOMMENDATIONS:

EMERGENCY PREPAREDNESS ACTIVITIES:

9/10 – PAC RED Emergency Preparedness Community Meeting. This is a monthly community emergency preparedness meeting & training for Compton residents and local organizations/businesses.

9/11 – LACCDR Program meeting, Year 1 review & Year 2 kickoff. LACCDR stands for LA County Community Disaster Resiliency Project. The LACCDR project is a collaborative effort sponsored by the Centers for Disease Control and Prevention (CDC) and National Institute of Mental Health (NIMH) that aims to engage community-based organizations in providing leadership and partnership to promote community resilience in the face of public health emergencies such as pandemics and disasters. The City of Compton was selected by LA County Department of Public Health to participate in the 3-year pilot program. http://www.laresilience.org/

9/18 –Meeting at Our Lady of Victory re: bilingual EM preparedness training. Staff met with Father Francisco and two staff members about emergency preparation & planning needs for the church & parishioners. They also discussed partnering for EM preparedness outreach within Compton's Hispanic community. They have scheduled bilingual EM prep training for the end of October at the church.

9/26: Area E Regional CERT evening event/refresher, topic: Access & Functional Needs (AFN) Disaster Assistance. Approx 120 Area E CERT members participated, which includes several of Compton's CERT program graduates.

9/28 – 1st Annual Emergency Preparedness & Fire Safety Fair. Took place at Fire Station #1. Information booths for the public included: Fire Prevention & Safety and EM preparedness, California Edison, the Gas Company, Park Water Company, Golden State Water Company, El Camino College Compton Center Nursing staff & students.

9/30 – Planning meeting re: Metro Development Corp's Community Garden Project & related EM preparedness projects. Metro Development Corp is opening a community garden on Long Beach Blvd. Compton OEM supports this project, and is currently working with Metro and a few other like-minded local organizations on an emergency food project.

RECOMMENDATIONS:

It is recommended to receive and file the September 2013 Monthly Report regarding the activities, revenues, and other general information from the Compton Fire Department.

JON THOMPSON
FIRE CHIEF

GENERAL SERVICES

#6.

To: **Mayor and Council Members**
G. Harold Duffey, City Manager

From: **Van Wilson, General Services Department – Director**

Subject: **Monthly Report For September 2013**

Date : **November 1, 2013**

SUMMARY

The Council will receive a report detailing duties performed by the General Services Maintenance and Custodial divisions.

The General Services Maintenance and Custodial Divisions are supervised by the General Services Crew Supervisor. All assignments are issued by the Crew Supervisor based on departmental priorities and written work orders. Safety and health concerns are addressed immediately, followed by facility security, and finally work order requests based upon the order in which they are submitted. All departmental staff report facility issues, such as burned out lamps, maintenance repairs, safety hazards, etc. are reported to the Administrative Office. A work order log is then generated and the assignment is forwarded to the crew supervisor who assigns the work to a staff person. Exterior building lighting undergoes weekly inspection by the department's maintenance staff and reported to the crew supervisor who schedules the necessary equipment with the street department and assigns staff. Facilities are inspected weekly by the crew supervisor who makes recommendations to the department manager or schedules the repair.

The General Services Department has the responsibility to maintain approximately 22 buildings throughout the City of Compton to their optimal level. In order to provide the service required to ensure that the maintenance concerns and repair needs of these facilities are addressed, several proactive maintenance systems are utilized and various means of monitoring and checking the physical condition of the structures are implemented.

Each tradesman is assigned the monthly task of going to each city site and performing a detailed inspection of the building's condition, as detailed in their job descriptions. Along with this specific list of repair needs, each tradesman has a list of work requests generated by different individuals assigned at these locations by means of work orders. In addition, the tradesmen are issued a list of repairs, upgrades, and specific items of concerns noted by the supervisor during his monthly inspection. To ensure that these work requests are processed in a timely manner, each work request is identified with a sequence number and is closely monitored by management.

General Services Custodial division has the responsibility of providing set-up and break-down of all City sponsored events. November events include the following:

EVENTS FOR THE MONTHS OF SEPTEMBER

TYPE	EVENT	FREQUENCY
COUNCIL MEETING		
Tuesday - Weekly @ 5:00 pm	Council Meeting - Set up for Council Meeting at the Council Chambers	4
COMMUNITY MEETING ROOM EVENTS		
September 3, 2013	Dr. Jones Meeting	1
September 5, 2013	Task Force Meeting	1
September 10, 2013	Fire Department Meeting	1
September 11, 2013	Planning Commission Meeting	1
September 4, 11, 18, 25, 2013	Department Managers Meeting	4
September 29, 2013	Personnel Board Meeting	1
September 23, 2013	Public Works Meeting	1
September 25, 2013	Oversight Board Meeting	1
September 27, 2013	Small Business Forum Pre-Event Meeting	1
September 30, 2013	Fire Department Meeting	1
BLUE ROOM EVENTS		
September 4, 2013	AFSCME Meeting	1
September 5, 12, 19, 26 2013	125th Anniversary Meeting	4
September 9, 2013	Fire Fighter Oral Exam (MLK Transit Center)	1
September 10, 2013	Fire Fighter Oral Exam (MLK Transit Center)	1
September 23, 2013	Fire Fighter Meeting (Community Meeting Room)	1
September 25, 2013	Task Force Meeting	1
September 26, 2013	Housing Briefing	1
September 30, 2013	Block Club Meeting	1
OTHER EVENTS		
September 7, 2013	Let's Move Compton	1

General Services Custodial division has established a scheduled baseline cleaning program and provides weekly service at the following locations:

FACILITY LOCATIONS

FACILITY	LOCATION	DISTRICT
Burrell McDonald Park	2516 West Alondra Blvd.	3
CareerLink	700 North Bullis Road	2
City Hall	205 South Willowbrook Avenue	4
Compton Golf Course	6400 East Compton Blvd	4
Dollarhide Center	1108 North Oleander	1
Fire Station #1	201 South Acacia	4
Fire Station #2	1320 East Palmer	2
Fire Station #3	1133 West Rosecrans	1
Fire Station #4	950 West Walnut	3

General Services Yard	438 West Alondra Blvd	3
Gonzales Park	1101 West Cressey Street	1
Heritage House	401 South Willowbrook Avenue	4
Kelly Park	2319 East Caldwell Street	4
Lueders Park	1500 East Rosecrans	2
Martin Luther King Transit Center	101 East Palmer Street	2
MLES	404 North Alameda Street	2
Neighborhood Center	600 North Alameda Street	2
Public Works Yard	458 South Alameda Street	4
Sheriff Youth Center	700 North Alameda Street	2
Tucker Park	560 West Laurel Street	3
VFW	303 East Palmer	2
Water Yard	450 South Alameda Street	4
Wilson Park	123 North Rose Avenue	2

STAFFING FOR SEPTEMBER 2013

	BUDGET	STAFFED	AVAIALIBLE	HOURS WORKED	%	OVERTIME
Crew Supervisor	1	1	160	152	90	5
Custodian Lead Worker (Night)	1	1	160	152	52	6
Custodian Day	6	6	960	944	97	34.50
Custodian Night	3	3	480	472	72	22.5
Maintenance Worker	5	5	800	702	96	57
Plumber	1	1	160	160	98	4
Fleet Division	3	2	320	204	95	5
ITS Division	4	4	640	608	87	29

The General Services Department is currently averaging a three (3) day turnaround on work order requests. Our short term goal is to reduce our turnaround time by one day.

WORK ORDER REQUEST SUBMITTED IN SEPTEMBER 2013

SERVICE REQUEST TYPE	RECEIVED - AUG	FULFILLED - AUG	% COMPLETE	ADV. COMPLT DAYS
CUSTODIAL	4	4	100	2
ELECTRICAL	11	11	100	3.5
EVENT | ROOM SET-UP	3	3	100	2.5
HVAC	0	0	100	0
KEY DUPLICATION	3	3	100	1
LIGHTING	3	3	100	3
LOCK | DOOR REPAIR	14	14	100	2
MAINTENANCE	29	29	100	1.5

OTHER	10	10	100	3
PAINTING	9	9	100	4
PLUMBING	2	2	100	1.5

#6.

HUMAN RESOURCES

City of Compton

Department of Human Resources

September 2013 Monthly Report

1. PERSONNEL BOARD ACTIVITY

	Last Month	Current Month
Meetings	1	1
Public Hearings	1	0
Appeal Hearings	0	0
Temporary Appointments Approved	4	5
Exempted Appointments Approved	11	0
Class Specifications Reviewed	0	0
Eligible Lists Certified	0	3
Requests for Examinations	13	3

2. Recruitment Activity

	Last Month	Current Month
Recruitments Initiated	3	2
Recruitments in Progress	15	16
Recruitments Pending	17	19
Applications Received/Processed	730	47
Exams Administered	3	2
Other Agency Panels	1	2
Salary Surveys Conducted	1	0
New Hires Processed	7	1

3. Personnel Change Activity

	Last Month	Current Month
New Hire Transactions (includes Summer youth)	140	1
Other change transactions	16	45

#6.

Human Resources Monthly Report: September 2013

4. Employee Job Performance Activity

	Last Month	Current M:onth
Evaluations Processed	60	62

5. Benefits Activity

	Last Month	Current M:onth
Employee Changes/Inquiries	11	46
Education Reimbursement	3	1
Rideshare Reimbursement	56	0

6. Reception Activity

	Last Month	Current Month
Employment Inquiries (Walk-in)	173	123
Employment Inquiries (phone)	89	60
Benefits Inquiries (current and retired employees)	218	270* *Open enrollment
Employment Verification Requests	15	6
Miscellaneous Walk-ins	357	130
Calls to City Hall Receptionist	2578	2436
Walk-in Inquiries to City Hall Receptionist	688	623

7. Administrative Activity

	Last Month	Current Month
Meet and confer/discuss Items	3	3
ADA Interactive Meetings	2	2
Fitness for Duty Evaluations		1
Grievances		
New	2	2
Pending	1	3
Resolved	0	2
Special Reports		
Annual Rideshare Report	1	--
Annual EEOC Report	1	--

LOCAL HOUSING AUTHORITY

#6.

COMPTON LOCAL HOUSING AUTHORITY
MONTHLY REPORT

October 23, 2013

TO: Mayor and City Council
G. Harold Duffey, City Manager

FROM: Delmonsha Green
Housing Director

SUBJECT: MONTHLY MANAGEMENT REPORT (SEPTEMBER 2013)

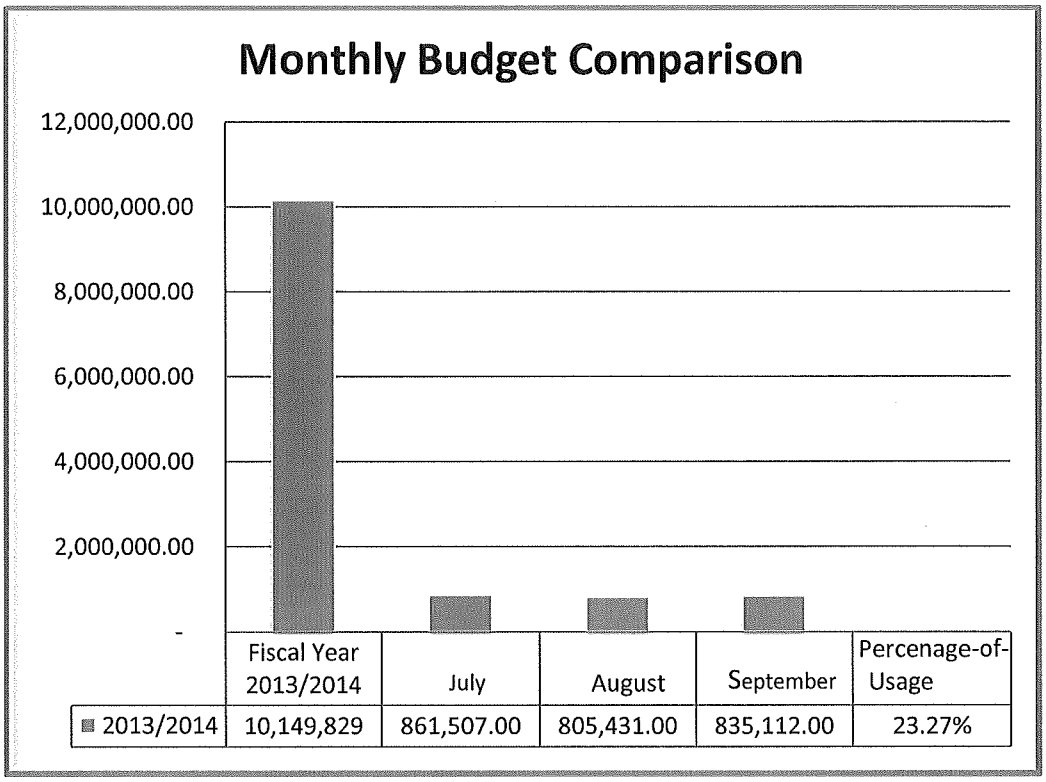
The Compton Housing Voucher Program is a high performing agency and a federal government's program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

STAFF

HOUSING POSITIONS	BUDGETED	STAFFED
Housing Director	1	1
Family Self-Sufficiency Coord.	1	1
Accounting Technician	1	1
Housing Specialists	3	3
Housing Inspector	2	1

BUDGET 2013/2014

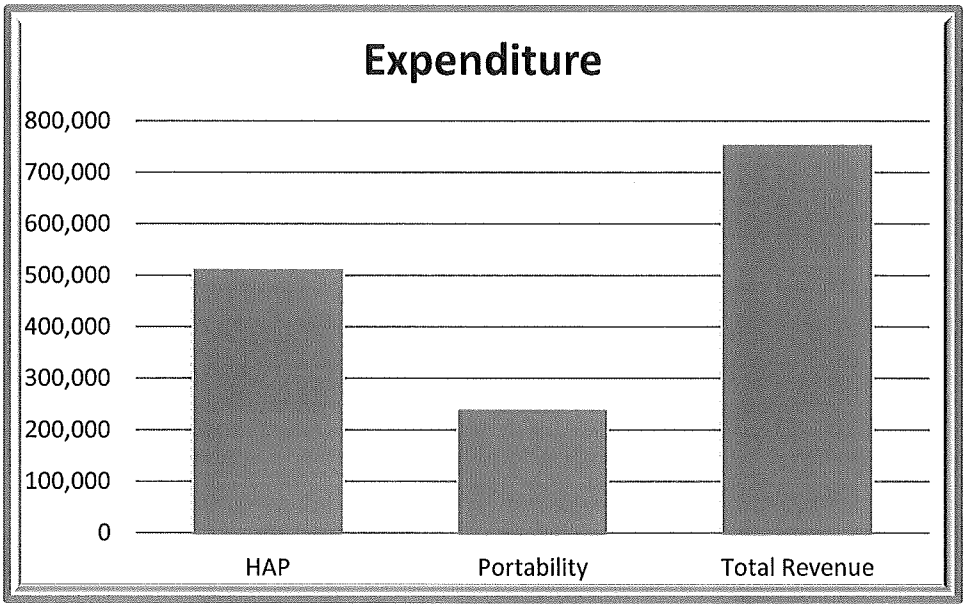
Monthly Activity	Amount
Total Budget for Fiscal Year 2013/2014	$ 10,149,829
HAP Expenditure for September	$ 835,112
Percentage-of-Usage	23.27%

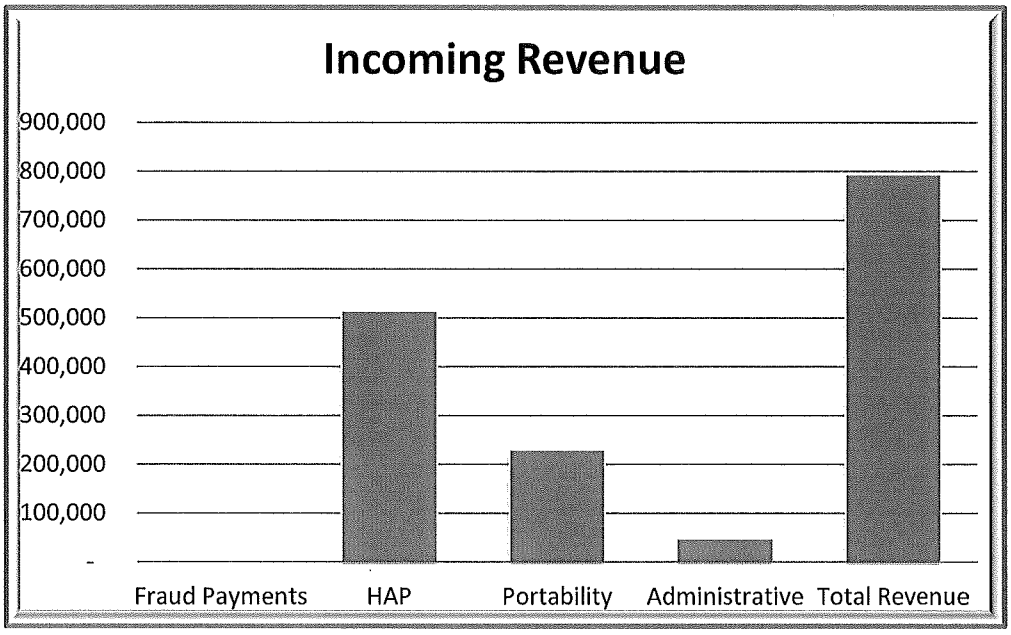


Funding paid out for units leased and portability units leased. Fraud Payments is amount received from tenants who did not report accurate income received. Administrative Fees is used for salaries and day-to-day activities of the Housing Authority.

Monthly Activity	Tenants	HAP Expenditure	Revenue
Housing Assistance Fraud Payments			$ 1,268
Housing Assistance Payments (In-house Units leased)	680	$ 542,228	$ 514,292
Housing Assistance Payments (Portability Units leased)	241	$ 241,394	$ 230,154
Administrative Fees			$ 48,692
Total		**$ 783,622**	**$ 794,406**

#6.





WAITING LIST

There are approximately 1,515 applicants on the Waiting List. Due to *budget sequestration, the Housing Authority is unable to housing an applicants from the Wait List until further notice from the Housing and Urban Development (HUD).

*budget sequestration – refers to automatic spending cuts in particular categories of federal outlays.

FAMILY SELF-SUFFICIENCY / HOMEOWNERSHIP PROGRAMS

Family self-sufficiency (FSS) is a HUD program that encourages communities to develop local strategies to help voucher families obtain employment that will lead to economic independence and self-sufficiency.

Monthly Activity	Participants	Escrow Amount
Family Self-Sufficiency Participants	19	$12,738
Family Self-Sufficiency Participants – Escrow Accounts Forfeiture	0	0
Family Self-Sufficiency Participants with Escrow Account	4	$1,922

OCCUPANCY UNIT

The Housing Authority services approximately 1,000 families. On a yearly basis, each of those families must provide documentation to show their eligibility to remain on the Program. The number of families serviced by the Housing Authority each month does not vary by a high percentage; therefore, a monthly comparison ratio would be less than 0.5%.

Monthly Activity	June	July	August	September
Annual Reexaminations	52	50	64	52
Annual Reexaminations (Pending)	0	0	0	0
Interim Reexaminations	17	31	37	28
Move-Outs	5	4	0	0
Vouchers Issued	8	4	3	4
Contract Terminations	12	6	7	10
End Participations	15	3	2	1
Office Conference	2	2	1	9
Home Visits	2	0	0	0

#6.

PORTABILITY PROGRAM

Monthly Activity	June	July	August	September
Annual Reexaminations	20	20	20	25
Annual Reexaminations (Pending)	0	0	0	0
Interim Reexaminations	0	32	0	18
Move-Outs	2	0	0	0
Move-Ins	1	0	7	2
Vouchers Issued	16	0	0	0
Contract Terminations	0	0	0	0
End Participations	0	0	0	0
Office Conference	0	3	3	0

INSPECTION UNIT

The Housing Authority is responsible for inspecting all property that is due for an annual inspection.

Monthly Activity	June	July	August	September
Annual Inspections	51	75	72	81
Complaint Inspections	4	2	0	1
Special Inspections	1	0	0	0
Initial Inspections	10	10	1	5
Re-Inspections	14	14	5	20
Pre-Abatements	6	1	5	8
Quality Control	14	13	0	0

HOMELESS REFERRAL

The Local Housing Authority is working with Los Angeles Homeless Services Authority (LAHSA) and Pathways to provide services to the City's homeless population. In the past several months, the Housing Authority has taken on the challenge of assisting the City with the issue of homelessness. The Housing Authority has collaborated with several other city departments concerning the personal belongings of homeless individuals in the city. If personal items are left on city property, the Housing Authority is contacted; the Housing Authority in turn will contact Parks and Recreation or Public Works who will retrieve the items and store them in one of the city yards (at no charge) for a period of thirty (30) days. The homeless individual may collect their belongings within that time frame. This collaboration not only alleviates the unsightly clutter on city property, homeless individuals will not run the risk of losing what few possessions he or she may own.

Monthly Activity	Number
Number referred to LAHSA	4

Date	Assessment Team Notified LASHA/Pathways	Assessment Team Response	Location	Items Removed	Items Picked-up by Individuals	# of Employees Remove Items	Equipment Used	Comment
9/6/13	LASHA	Individual did not want assistance	Lueders Park	Cart, trash bags	No	2	Dump truck, loader	Transient was using trash bin as housing.
9/20/13	LASHA	Individual did not want assistance	Lueders Park	Cart, trash bags	No	2	Dump truck. loader	Transient stationed in front of Love Pool area
9/20/13	LASHA	Individual did not want assistance	Willowbrook	Cart, trash bags	No	3	Dump truck, flat bed	Transient items removed from overpass on Willowbrook and Caldwell
9/28/13	LASHA	Individual did not want assistant	Willowbrook	Sofa	No	2	Dump truck	Transient items removed from overpass on Willowbrook and Caldwell

SUMMARY

The Housing Authority is committed to providing housing opportunities to the very low income population of the City of Compton. The highly trained staff is dedicated to meeting the Housing Authority's mission to promote adequate and affordable housing, economic opportunity and a suitable living environment.

#6.

MUNICIPAL LAW ENFORCEMENT SERVICES

INTRADEPARTMENTAL CORRESPONDENCE

OCTOBER 10, 2013

TO: CHIEF JON THOMPSON, INTERIM DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

FROM: SUPERVISORY PERSONNEL
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

SUBJECT: MONTHLY REPORT FOR SEPTEMBER 2013
MUNICIPAL LAW ENFORCEMENT SERVICES

SUMMARY

The Municipal Law Enforcement Services Department hereby submits the September 2013 monthly report regarding general information, revenue, activities and services provided during this period.

The Municipal Law Enforcement Services Department is comprised of the Parking Enforcement Division, Security Services Division, Business License Division, Code Enforcement Division, and Administrative Services Division.

The **Administration Division** is responsible for the departments planning, organization and the implementation of policies and projects. To ensure that professional services are provided to the Compton community through creative community-oriented projects and effective enforcement techniques and to achieve the goals and objectives established by the Mayor and City Council, and the City Manager.

The **Administrative Division** maintains effective clerical support, enhancing and improving customer services, while maintaining a functional financial system, records and centralized computer applications that assist with the departments overall effectiveness.

The **Parking Enforcement Division** is responsible for the enforcement of city, county and state parking regulations, including but not limited to street sweeping, permit parking, commercial truck parking, and handicap violations.

The **Security Services Division** is the first line security for city employees, visitors and patrons of all city facilities including the public parks. They also assist with the safety of patrons of the local shopping centers.

The **Business License Division** is responsible for ensuring compliance with the business license regulations for all new businesses, existing and renewing businesses, the permit parking application process and with property rental license.

The **Code Enforcement Division** investigates violations of the Compton Municipal Code and causes the corrections through education, behavioral modification and fines, while assisting the community with the elimination of slum and blighted conditions.

PERSONNEL SUMMARY

Positions	Total Staffed	Total Authorized	Total Vacant
Director	01	01	0
Supervisor	04	04	0
Parking Enforcement	06	06	0
Security Officer	08	08	0
Code Enforcement	08	08	0
Administrative Personnel	05	05	0
TOTAL	**32**	**32**	**0**

One (01) Parking Enforcement on medical leave.
One (01) Parking Enforcement currently on office assignment.
One (01) temporary Parking Enforcement Officer assigned.
Two (02) Administrative Personnel on medical leave.

PERSONNEL MANAGEMENT

Overtime Budgeted	Overtime Expended YTD	Percentage Remaining
$60,000.00	$4,880.32	09%

For this reporting period, one holiday was observed, a total of four thousand two hundred and seventy (4270) total regular man hours were available to work. Total regular man hours worked was three thousand seven hundred and twenty-three and one-half (3723.5).

	Vacation	Sick	CTO	B/D	F/H	Furlough	Bereavement	Personal Leave	Military Leave	Jury Duty
Reporting Period	270	170.5	10	28	0	0	24	44	0	0
Year To Date	2242	2067	143	120	395	1740	72	84	64	10

MUNICIPAL LAW ENFORCEMENT SERVICES
MONTHLY REPORT SEPTEMBER 2013
OCTOBER 10, 2013
PAGE THREE

DEPARTMENT ACTIVITY

Calls for Services

This Reporting Period	Monthly Average	% Change	Year To Date
116	**95**	**04%**	**859**

Open Cases

30 days	60 Days	90+ Days
79	**70**	**213**

Parking Citations Issued

This Reporting Period	Monthly Average	% Change	Year To Date
1678	**1842**	**-02%**	**16580**
Monthly Revenue	YTD		
$125,909.00	**$1,176,133.50**		

Business License Activities

License Inspections

This Reporting Period	Monthly Average	% Change	Year To Date
60	**88**	**-32%**	**792**

License Issued

This Reporting Period	Monthly Average	% Change	Year To Date
306	**258**	**16%**	**2326**
Monthly Revenue	Year To Date		
$151,798.55	**$1,435,007.38**		

MUNICIPAL LAW ENFORCEMENT SERVICES
MONTHLY REPORT SEPTEMBER 2013
OCTOBER 10, 2013
PAGE FOUR

Property Rental

This Reporting Period	Monthly Average	% Change	Year To Date
109	**113**	**-04%**	**1021**
Monthly Revenue	Year To Date		
$10,352.00	**$76,315.81**		

Tobacco Permits

This Reporting Period	Monthly Average	% Change	Year To Date
13	**11**	**16%**	**100**
Monthly Revenue	Year To Date		
$6,625.00	**$50,125.00**		

Code Enforcement Activities

Inspections

This Reporting Period	Monthly Average	% Change	Year To Date
570	**641**	**-12%**	**5772**

Vendor Abatement

This Reporting Period	Monthly Average	% Change	Year To Date
118	**99**	**17%**	**894**

STATISTICAL DATA

For this reporting period, statistical data on Code Enforcement Cases by violation(s) and Parking citation has been submitted. See attached.

REPORT BACK LOG

- **Illegal Street Vendors** – Report back on strategy and enforcement plans to address for illegal street vendors that operate in the City. – For this reporting period one hundred five (105) street vendors were abated, eight hundred eighty-one (881) vendors, year to date, were abated. For this reporting three (03) after hour vendors were abated. For this reporting period forty-eight man hours were dedicated for after hour inspections.

- **Richland Farms Parking** – Report back on the proposed ordinance change to the preferred parking ordinance in the Richland Farms Area. -- *A meeting was convened with the Council Person, the City Attorney, the City Manager, the Assistant City Manager, Municipal Law Enforcement Services and several residences. City Attorney is reviewing proposed changes. Continued enforcement of Preferred Parking Regulations, 50 citations has been issued this reporting period. Additionally, MLES partnered with LA County Animal Control and the LASPCA, to conduct detailed door-to-door inspections. For this reporting period, Los Angeles County Animal Control has been given additional assignments and were unable to conducted door-to-door inspections. Inspections are scheduled to resume November 2013.*

COURT ORDERED COMMUNITY SERVICE WORKER PROGRAM

For this reporting period, personnel from MLES conducted three (03) Community Service Worker Orientations.

For this reporting period, one (01) Community Service Workers completed their assigned hours.

SIGNIFICANT/NOTABLE EVENTS/ISSUES

- 09/03/13, Council complaint, junk and debris, 1525 South Tamarind, was abated.
- 09/03/13, Council complaint, illegally parked vehicle, Caldwell and Cliveden, was abated.
- 09/04/13, MLES assisted/participated in the Farmers Market event.
- 09/07/13, MLES assisted/participated in the 'Let's Move' event.
- 09/09/13, Council complaint, junk, trash and debris, 2325 West 152nd Street, was abated.
- 09/11/13, MLES assisted/participated in the Grand Opening event of the Farmers Market.
- 09/14/13, MLES assisted/participated in the 'We Run Compton' event.
- 09/14/13, MLES attended/participated in the skate boarding event at Wilson park 09/18/13, City Council complaint, junk, trash and debris, 1100 East Bennett, was abated.
- 09/18/13, City Council complaint, dead animals, various locations, was referred to Animal Control and abated.
- 09/18/13, City Manager complaint, weeds and debris, 13910 Wilmington, was abated.

SIGNIFICANT/NOTABLE EVENTS/ISSUES (Continue)

- 09/24/13, Abatement warrant return, 1050 West Alondra, was submitted.
- 09/26/13, City Manager complaint, illegally use of property, 1317 South Long Beach, was and investigated and unfounded.
- 09/27/13, MLES assisted/participated in the Small Business Forum event.

PARK PATROLS

During this reporting period, in addition monitoring the park cameras while on duty, one hundred and fifty-two (152) vehicle patrols of the fifteen (15) city's parks were conducted.

FISCAL IMPACT

There was no negative impact to the General Fund.

RECOMMENDATIONS

Receive and file the September 2013 monthly report regarding the activities, revenues, and other general information from the Municipal Law Enforcement Services Department.

SUPERVISORY PERSONNEL
MUNICIPAL LAW ENFORCEMENT SERVICES

Code Enforcement Cases by Violation - September 2013

Violation	Total Violations	Closed Violations	Open Violations
21-1.4b.4 - Trash Containers within Public View	5	2	3
23-1.12 - Water Meter Bypass	1	0	1
24-2.2a. - Peeling Paint/ Roof in Disrepair	1	0	1
24-2.2c. - Overgrown Vegetation	3	0	3
24-2.2d. - Overgrown Trees/Obstructing Public Right of Way	2	1	1
24-2.2e. - Dead, Decayed, Deceased Trees and Weeds	2	1	1
24-2.2f. - Trailers, Campers, RV's, Boat Stored in Yard Areas Visible	4	1	3
24-2.2g. - Abandoned, Wrecked, Inoperable Vehicles or Parts	18	2	16
24-2.2h. - Attractive Nuisances	3	0	3
24-2.2i. - Broken/Discarded Furniture Or Household Equipment	12	7	5
24-2.2k. - Lack of Adequately Maintained Landscaping	1	0	1
24-2.2o. - Packing/Cardboard Boxes, Lumber, Junk, Trash, Barrels	4	1	3
24-2.2p. - Un-maintained Property	13	5	8
24-2.2p.1. - Lumber, Junk, Trash, Debris or Salvage Materials	7	3	4
24-2.2p.2. - Abandoned, Discarded or Unused Objects or Equipment to include vehicles, furniture, appliances and/or containers	9	1	8
24-2.2p.3. - Stagnant Water or Excavations	1	1	0
24-2.2q. - Maintenance of property Out of Conformity with Maintenance Standards	1	1	0
24-2.2s. - Major Vehicle Repair or Dismantling	2	0	2
24-2.2u. - Maintenance of Property/Detrimental to Public Health	2	1	1
24-6.8a.1. - Unauthorized Exterior Painting (Comm.)	1	0	1
24-6.8a.3. - Property owner responsible for maintaining all buildings and/or structures in accordance with this section	1	1	0
24-9.9a.2. - Weeds and/or Rubbish or Like Materials	1	0	1
24-9.9a.5. - Landscaping.	1	1	0
30-20.3e.1 - Storage of Vehicles/Tents/Trailers/Boats Garbage/Parts/Hanging Clothes/Rugs	6	4	2
30-20.3e.2 - Storage of Rubbish/Garbage/Junk/Inop. Vehicles/Furniture/Appliances	20	5	15
30-20.3e.4 - Parking on a non-paved Surface	3	0	3
30-20.5b.1 - Living/Sleeping in Trailers	1	0	1

#6.

Violation	Total Violations	Closed Violations	Open Violations
30-20.6a. - Commercial Limted - Prohibited Uses, Storage and Display	1	1	0
7-12.10 - Noise Making Animals	1	1	0
7-6.2a - Illegal Gambling Devices	1	1	0
Abandoned Residential Property Registration Program. Absentee Owners	1	0	1
Abandoned Residential Property Registration Program. Maintenance Requirements. CMC 24-9.9 a. Public Nuisance.	2	0	2
Abandoned Residential Property Registration Program. Maintenance Requirements. {1} CMC 24-9.9 a.2. Weeds and Rubbish	3	0	3
Abandoned Residential Property Registration Program. Security Requirements. {1} CMC 24-10a. Maintain Property in a Secure Manner	4	1	3
Abandoned Residential Property Registration Program. Security Requirements. {2} CMC 24-10b. Absentee Owners / Property Management Company Required	4	1	3
Abandoned Residential Property Registration Program. Security Requirements. {3} CMC 24-10c. Twenty-Four Hour Contact Information Required / Posted	4	1	3
Abandoned Residential Property Registration Program. Security Requirements. {4} CMC 24-10d. Posting / Required Placement.	4	1	3
Abandoned Residential Property Registration Program. Security Requirements. {5} CMC 24-10e. Weekly Inspections Required	4	1	3
Abandoned Residential Property Registration Program. Security Requirements. {6} CMC 24-10f. Any and All Parties are Responsible	3	0	3
Animals (R-A Zone) Permitted {2} No more than 1 horse, bull or cow per 2,500 sq ft of parcel area, not to exceed 5 total, for use of the family occupying the property	1	0	1
Animals (R-A Zone) Permitted {3} Not more than 3 adult dogs and 3 adult cats and their litters up to 4 months of age and 3 other household pets	1	0	1
Animals (R-A Zone) Prohibited {7} CMC 30-7.2c.8. Apiaries (Bee Hive Cages or Houses)	1	1	0
Animals (Residential Zone) -	1	1	0

Violation	Total Violations	Closed Violations	Open Violations
Business Licensing CMC 30-33a. - Certificate of Occupancy Required	3	3	0
Business Licensing CMC 30-33d. - Operating Outside of Certificate of Occupancy	3	1	2
Business Licensing CMC 7-14.1a. - Merchandise and/or Signs outside of a business requires a City Permit	4	2	2
Business Licensing CMC 7-14.1b. - No soliciting outside of your properly licensed place of business without a City Permit	1	1	0
Business Licensing CMC 9-1.10a. - Posting and Keeping License	2	1	1
Business Licensing CMC 9-1.2 - No Business License	19	12	7
Business Licensing CMC 9-1.41 - Certificate of Occupancy Required	4	2	2
Chickens / Roosters - Unpermitted: CMC 24-2.2l. Unpermitted Animals per CMC Chapter 30	1	1	0
Chickens / Roosters - Unpermitted: CMC 30-8.2a.4. Keeping Pigeons, Doves, Chickens and or Ducks is Prohibited in a Residential Zone	2	2	0
Cock Fighting; Unpermitted Chickens / Roosters {4} Possession of a Fighting Animal; Cock, Rooster or Gamecock	1	0	1
Fences and Walls / Gates and Hedges CMC 30-44.2b.1 - Fence(s)/Wall(s) in Disrepair	1	0	1
Fences and Walls / Gates and Hedges CMC 30-44.3 - Fencing Standards (Fences/Hedges Height)	1	1	0
Fences and Walls / Gates and Hedges CMC 30-44.4h.8 - Prohibited Fence Materials: Fabric/Plastic Sheeting	1	1	0
Graffiti and or Unauthorized Paint Violations CMC 24-4.1 Graffiti; Property Owner Responsible for Removal	6	1	5
Graffiti and or Unauthorized Paint Violations CMC 24-6.8a.3. Property owner responsible for maintaining all buildings and/or structures in accordance with this section	1	1	0
HS 17920.3(g)(2) - Faulty weather protection - Broken window(s), door(s) and/or Deteriorated exterior walls, roof, foundations, or floors	1	1	0
Litter and Illegal Dumping - CMC 7-9.11b. - Litter on Vacant Property	2	1	1

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Violation	Total Violations	Closed Violations	Open Violations
Litter and Illegal Dumping - CMC 7-9.2a. - Litter in Public Places	1	0	1
Peddlers and Vendors. Soliciting / Itinerant Salesman - CMC 12-3.24a.4. Operating within 250 ft of a business that sells similar non food items	1	1	0
Peddlers and Vendors. Soliciting / Itinerant Salesman - CMC 12-3.24a.6. Operate within 500ft of school/res zone/250ft of vendor/in place over 10min on foot/30min in veh	1	1	0
Peddlers and Vendors. Soliciting / Itinerant Salesman - CMC 12-3.24b. Los Angeles County Health Certificate Required	1	0	1
Peddlers and Vendors. Soliciting / Itinerant Salesman - CMC 7-14.1.c. No soliciting without a City Permit/License	1	1	0
Peddlers and Vendors. Soliciting / Itinerant Salesman / Business Licenses - CMC 9-1.2 Business License Required	118	118	0
Referrals - Referred to the Building Department	1	0	1
Referrals - Referred to the Sheriff's Department	1	1	0
Referrals - Referred to the Water Department	1	1	0
Signage - Sign Classifications: Prohibited Signs - CMC 30-22.4b.2 Over Public Right-Of-Way	1	1	0
Signage - Sign Classifications: Prohibited Signs - CMC 30-22.4b.9 Portable Signs	1	1	0
Signage - Signs and Advertising Structures - Street Banners - CMC 19-10.3 Permit Required	13	13	0
Traffic Regulations and Parking Citation Violations - CMC 12-2.35 - Streets-Sidewalks-Playing Ball or Games of Sport	3	0	3
Vehicle Abatement / Violation CMC 24-2.2g. Abandoned, Wrecked, Inoperable Vehicles or Parts	5	0	5
Vehicle Abatement / Violation CMC 30-20.3e.1 Storage of Vehicles/Tents/Trailers/Boats Garbage/Parts/Hanging Clothes/Rugs	5	0	5
Vehicle Abatement / Violation CMC 30-20.3e.2 Storage of Rubbish/Garbage/Junk/Inop. Vehicles/Furniture/Appliances	4	0	4
Vehicle Abatement / Violation CMC 30-20.3e.3 "Storage", as used in this subsection, Defined	2	0	2
Vehicle Abatement / Violation CMC 30-20.3e.4 Parking on a non-paved Surface	2	0	2

Violation	Total Violations	Closed Violations	Open Violations
Vehicle Abatement / Violation CMC 8-5.3a. Storage of Aband./Inop. Vehicle(s) or Part(s)	15	0	15
Weeds and Rubbish Abatement / Accumulation of Rubbish Declared; Public Nuisance	3	2	1
Weeds and Rubbish Abatement / Tall Grass and Weeds Declared; Public Nuisance	2	1	1
Weeds and Rubbish Abatement Private Property; {1} Owner to Maintain Property free of Rubbish, Weeds and Tall Grass	5	4	1
Weeds and Rubbish Abatement Private Property; {2} Owner/Occupant has Presumed Knowledge of Violation(s) Rubbish/Weeds/Tall Grass	2	1	1
Weeds and Rubbish Abatement Private Property; {3} Owner to be Liable for Violation(s) Rubbish/Weeds/Tall Grass	2	1	1
Weeds and Rubbish Abatement Private Property; {4} Occupant/Lessee/Property Interest Holder has Duty to Maintain Property	3	1	2
Weeds and Rubbish Abatement Public Property; Owner/Occupant/Lessee/Property Interest Holder to Maintain Sidewalk/Parkway free of Rubbish/Weeds/Tall Grass	4	0	4
Yard Sales / Garage Sales - CMC 30-11.4d. - Garage/Yard Sales shall display and sell residential household items only.	1	1	0
Totals	**413**	**228**	**185**

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PARKING CITATIONS WRITTEN

Sep-13

12-3.19	Comm Veh Park	6	$ 2,100.00
12-9.12a	Pref Parking	56	$ 2,912.00
12-2.30d	Truck route	1	$ 70.00
12-3.1	Prkg wrg side or 18 inches	50	$ 2,000.00
12-3.15	Prkg proh	1310	$ 78,600.00
12-3.19	comm veh prkg proh	3	$ 465.00
12-3.20	prkg com veh near drwy	1	$ 80.00
12-3.27	prkg/loit on priv prop	6	$ 672.00
12-3.3a	prkg in parkway	5	$ 200.00
12-3.3c	prkg in crosswalk	2	$ 120.00
12-3.3d	blocking driveway	21	$ 1,260.00
12-3.3e	extending over sidewalk	43	$ 2,580.00
12-3.61	Curb marking-Red	38	$ 3,420.00
12-3.62	Curb marking-yellow	25	$ 2,250.00
12-3.63	Curb marking-white	1	$ 65.00
12-3.9	parking in alley	19	$ 1,282.50
12-5.6	com veh in res area	13	$ 2,080.00
12-7.16	exp prkg mt	2	$ 103.00
22500.1	parking in fire lane	2	$ 100.00
22500h	double parking	2	$ 56.00
22507.8a	handicap parking only	6	$ 1,980.00
22514	Fire hydrants	15	$ 600.00
30-20.3e1	storage of veh/trail/boat	1	$ 35.00
30-20.3e2	storage of inop veh	3	$ 105.00
30-20.3e4	parking on lawn	29	$ 1,305.00
4000a	registration violation	50	$ 2,600.00
5200	no froont/rear plate	18	$ 450.00
5204	display tabs	88	$ 2,024.00
24-7.7(a)	veh sales	0	$ -
12-3.21	unattach trailer	0	$ -
12-3.16	prkg other than pass veh	0	$ -
4152.5	regs violation-out of state	0	$ -
TTL		1816	$ 109,514.50

PARKS AND RECREATION

#6.

To: **Mayor and Council Members**
G. Harold Duffy, City Manager

From: **Marvin C. Hunt Jr., Interim Director Parks & Recreation**

Subject: **Monthly Report, September 2013**

Date: **October 23, 2013**

Summary
The Council will receive a report detailing the programs, activities and projects for the Parks & Recreation Department.

The Department of Parks & Recreation is responsible for the following core services:

- Parks & facility landscape maintenance
- Street Medians
- Facilities
- Youth Recreational Services
- Adult & Senior Leisure Recreational Programs

Parks

Goal: To provide weekly landscape maintenance to all City parks.

Performance Measure:

Monthly Goal	Completed	Goal %
298.24 acres	274.23	91.94

Staffing Level			Hours			
Position	Budgeted	Staffed	Available	Worked	% Worked	OT
MW III	1	1	1512	1456	96	
MW II	4	4				
MW I	4	4				

Performance Measure

Service Request	Received	Fulfilled	% Complete
Irrigation	12	11	91
Graffiti Removal	19	19	100
Tree Trimming	3	2	67
Total	**34**	**32**	**94**

Task Schedule
Please see attached Parks Maintenance Schedule

Street Medians

Goal: To provide bi-weekly landscape maintenance to all City medians.

Performance Measure:

Monthly Goal	Completed	Goal %
152.4 miles	131.7 miles	86

Staffing Level			Hours			
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
MW III	1	1	672	584	87	
MW II	1	1				
MW I	2	2				

Service Request	Requested	Fulfilled	% Complete
Irrigation	4	3	75
Trash/Debris Removal	12	12	100
Weed Abatement	3	3	100
Mowing/Edging	3	3	100
Total	**22**	**21**	**95**

Task Schedule
Please see attached street median schedule for September 2013

Facilities

Goal: To provide weekly landscape maintenance to all City facilities.

Performance Measure:

Monthly Goal	Completed	Goal %
107.2	98.6	91

Staffing Level

			Hours			
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
MW II	1	1	504	472	94	
MW I	2	2				

Service Request	Requested	Fulfilled	% Complete
Irrigation	0	0	0
Trash/Debris Removal	9	9	100
Weed Abatement	3	3	100
Mowing/Edging	4	4	100

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Total	16	16	100

Task Schedule
Please see attached facilities crew weekly schedule

Recreation Division

Goal: To provide leisure time recreational programs and activities for youth, teens, adults and seniors.

Staffing Levels

			Hours			
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
Center Director	5	5	1176	1120	95	
Recreation Leader	2	2				

Programs and Activities

Program Description	Programs/Month	Participants/Month
Senior Classes	36	1584
Senior Special Events	1	250
Senior Excursions	6	210
Youth Sports	1	345
Youth Programs	31	1660
Youth Excursions	2	50
Youth Special Events	0	0
Adult Sports	2	180
Adult Health & Wellness	4	120
Total	**83**	**4399**

Senior Transportation

Staffing Levels

Position	Budgeted	Staffed	Hours			
			Available	Worked	% Worked	OT
Para Transit Drivers	3	3	504	344	93	

Task	Monthly Passenger Trips
Inner City One Way Trips	807
Outside City One Way Trips	58
Senior Excursions	2
Monthly Total	**867 Trips**

Special Projects

- Central Median Project - Parks Division completed the Central median rehab project located at the cross street of 154th Street. The project included removal of existing plant life and replanting of new plants and flowers.

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Parks Street Median Monthly Schedule | 2013

September Schedule 2013

Date	Crew	September 2nd – September 6th	Completed
Monday	Gerry	Central & El Segundo to Central & Alondra	
Tuesday	Crew 1	Rosecrans east from Central/Wilmington	
	Crew 2	Rosecrans east from LB Blvd to 710 Freeway	
	Crew 3	Rosecrans east from Santa Fe / LB	
Wednesday	Gerry	Alondra & Haskins east to Alondra & Wilmington	
Thursday	Gerry	Wilmington & El Segundo to Wilmington & Compton	
Friday	Gerry	Artesia and Santa Fe to Artesia and Acacia	

Date	Crew	September 9th – September 13th	Completed
Monday	Gerry	Alondra & Alameda east to Alondra & Long Beach Blvd	
Tuesday	Crew 1	Rosecrans east from Wilmington	
	Crew 2	Gateway Town Center	
	Crew 3	Central South from Alondra & Wilmington (91 Freeway) North to Greenleaf	
Wednesday	Gerry	Alondra & Long Beach Blvd east to Alondra & Atlantic	
Thursday	Gerry	Santa Fe & Rosecrans south to Santa Fe & Greenleaf	
Friday	Gerry	**Walnut**	

Date	Crew	September 16th – September 20th	Completed
Monday	Gerry	Central & El Segundo to Central & Alondra	
Tuesday	Crew 1	Rosecrans east from Central/Wilmington	
	Crew 2	Rosecrans east from LB Blvd to 710 Freeway	
	Crew 3	Rosecrans east from Santa Fe / LB	
Wednesday	Gerry	Wilmington & El Segundo to Wilmington & Compton Blvd.	
Thursday	Gerry	Alondra & Haskins east to Alondra & Wilmington	
		Myrrh / City Hall	
Friday	Gerry	Artesia in front of Compton College	
		Compton Blvd & Wadsworth	
		Compton Blvd & Harris	

Date	Crew	September 23rd – September 27th	Completed
Monday	**Gerry**	**Long Beach Blvd & Bennett north to Long Beach Blvd & Compton Blvd**	
Tuesday	**Crew 1**	**Rosecrans east from Wilmington**	
	Crew 2	**Gateway Town Center**	
	Crew 3	**Central South from Alondra & Wilmington (91 Freeway) North to Greenleaf**	
Wednesday	**Gerry**	**Artesia Over Pass**	
Thursday	**Gerry**	**Long Beach Blvd & Compton North to Long Beach Blvd & Pine**	
Friday		**Walnut**	

PLANNING

#6.

DATE: October 1, 2013

TO: G. Harold Duffey, City Manager

FROM: Robert Delgadillo, Interim Director of Planning and Economic Development

SUBJECT: Monthly Report for September 2013

Planning and Economic Development Department Core Services

- Comply with State planning laws
- Comply with the California Environmental Quality Act. Prepare and analyze environmental documents.
- Comply with the Subdivision Map Act.
- Implement the development review process for Conditional Use Permits, Variances, Zone Changes, Tentative Tract and Parcel Maps, Certificate of Occupancy, Yard Sales, Special events
- Answer questions from the public
- Provide handouts on the Zoning Code and Zones
- Coordinate the Planning Commission Meetings
- Prepare Staff Reports and presentations to the Planning Commission
- Implement the General Plan Goals and Polices and Zoning Ordinance
- Verify projects are constructed according to the approvals granted.
- Provide over the counter approvals of minor projects and requests such as the construction of single family homes, room additions, special event permits and yard sales.

Activity Summary

The following summary is for September 2013.

Planning Counter Requests for Information

Month	Individuals
September	220

Yard Sale Applications Granted

Month	Permits
September	104

Applications for Special Outdoor Sales/Events

Month	Events
September	2

Application for Business License Zoning Clearance

Month	Approved
September	30

Applications Submitted for Administrative Review (Residences, Signs, Buildings, Additions)

Month	Received	Approved
September	3	4

Applications submitted for Planning Commission Review

Month	Received	Approved	Denied
September	1	2	0

Current Planning Projects (Active and Approved PC)

Submittal Date	Case No.	Applicant	Location	Description	Status
9/ /13	CUP 2639	Robert Terrell	519 N Long Beach Blvd	Used Car Lot Sales	Under Review
9/ /13	CUP 2638	Darryl Bryant	801 Victoria St	Banquet Hall	Under Review
8/15/13	SAV 13-001	Clean Energy	1201	Street Vacation	Under Review
7/8/13	VAR 2737	Diaz Investment LLC	1502 W 152nd St	Lot Size & Rear Lot Coverage Variance	Pending Re-submittal
5/29/13	CUP 2734 CUP2735 VAR 2736	Ned Nik	740 W Rosecrans Ave.	Expand Non-Conforming Gas Station, Type 20 Alcohol License & Various Variances	Corrections/Pending Re-submittal.
4/24/13	VAR 2733	David Lopez	211-215 Willow St.	Build Garages/Parking Required/ADA Garage	Incompleteness Letter Sent/Pending Re-submittal
4/16/13	CUP 2732	Mohamed Fayad	811 S. Alameda	Enlarge Market Area	Application Closed Per Staff.
3/27/13	CUP 2731	MV Transportation	14011 Central Ave	Legalize existing Bus transit yard	Application Withdrawn Per Staff. Site grandfathered by City.
3/11/13	LLA 13-002	Prism - IQ Partners	Alameda and Auto Plaza Dr.	Lot Line Adjustment Gateway Town Center	Completed. LLA Recorded.
3/4/13	CUP 2730	Stephen Rice	803 W. Alondra Blvd.	Alcohol sales for restaurant	Incompleteness Letter sent. Pending Re-submittal
3/11/13	LLA 13-001	Prism - IQ Partners	Alameda and Artesia	Lot Line Adjustment Gateway Town Center	Completed. LLA Recorded.

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2/26/13	CUP 2729	Mi Lindo Guerrero	1811 N. Long Beach Blvd.	Onsite sales Beer and Wine Restaurant	Scheduled for PC in September 2013
9/20/12	CUP 2726	Republic Services	550 E Artesia Blvd.	Materials Recycling Facility Headquarter facility. Revenue $2 per ton @ 1200 tons	CUP approved June 19, 2013
9/13/12	CUP 2706 V2727 MND 929	Bruce Iversen	439 E. Carlin St.	Recycling Facility Parking, Fencing and Landscaping	PC : June 19, 2013. Continued to Sep. 11, 2013
6/19/12	CUP 2720 VAR 2723	Majit Singh Bawa	1562 S. Long Beach Blvd.	Alcohol (Type 20) Parking & Landscaping Variance	PC Denied in June 2013. Case has been appealed to City Council on 7-2-13 and CUP approved by City Council
9/11/12	CUP 2724	Erik Baratas	413 N Wilmington	Tire Installation Repair and auto wash/detail	CUP approved June 19, 2013

-Active Administrative Cases

Case	Number	Date	No.	Street	Description	Applicant	Decision
ARB	11-086 (Revision No. 3)	9/19/11		Alameda	Gateway Towne Center	Gateway Towne Center Phase II	Active Review
ARB	12-097	10/4/12	1911	S Santa Fe	New industrial building improvements	Beauchamp Distribution	Approved. Subject to completion of lot merger and street dedication.
ARB	12-098	10/4/12	1911	S Santa Fe	Fleet Service Building	Beauchamp Distribution	Approved. Subject to completion of lot merger and street dedication.
ARB	13-014	2/21/13	708	W. Corregidor	Park Village Apartments remodel	ROEM Developers	Conditionally Approved. Pending Re-submittal of landscaping, Irrigation and signage.
ARB	13-023	3/12/13		Rosecrans Avenue	Sign/Illum. Chan. Letters	Miriam Guzman	ARB
ARB	13-049	4/23/2013	510	W. Carob	Exterior Improvements	Permit Place	Pending Corrections.
ARB	13-057	5/14/2013	1300	E. Greenleaf	Upgrade Telecommunications	AT & T	Withdrawn per

Case	Number	Date	No.	Street	Description	Applicant	Decision
				Blvd.			applicant. Site located in Long Beach.
ARB	13-067	6/13/13	1712	E. Alondra Blvd.	Awnings	Sung Hong	Approved.
ARB	13-066B	6/25/13	1700	S. Wilmington Ave	Exterior Paint	Calif. Pak Intl Inc	Under Review
ARB	13-090	08/28/2013	1210	N. Long Beach Blvd.	Signage	Gabriel Gallardo/Samaria	
ARB	13-089	08/28/2013		91 fwy/Alameda Street	Signage	Paul Depps	Under Review
ARB	13-088	08/28/2013		91 fwy/Alameda Street	Restaurant/El Pollo Loco	Paul Depps	Under Review
ARB	13-087	08/22/2013	208	W. Rosecrans Avenue	Replace Existing Window	Frank Ticas	App on 9.3.13
ARB	13-086	08/12/2013	1301	E. Rosecrans Avenue	Illuminated channel letters	Chris Lee	
ARB	13-085	08/06/2013	1721	N. Long Beach Blvd.	Fabricate/install foam lettering	121 Signs Corp/Huong Vo	
ARB	13-084	08/05/2013	1209	E. Compton Blvd.	Recycling Bin	Pacific Baler Com. LLC	
ARB	13-083	08/05/2013	2701	N. Santa Fe Avenue	Recycling Bin	Pacific Baler Com. LLC	
ARB	13-081	08/01/2013	2201-2211	N. Long Beach Blvd.	Sign Permit	Ace Sign Design/ Kim	
ARB	13-080	07/30/2013	2540	E. Alondra Blvd.	Sign Permit	Sam Nghyen	
ARB	13-079	07/25/2013	1201	N. Central Avenue	Upgrade Trans. Yard	Pam Pullen/ Clean Energy	Under Review

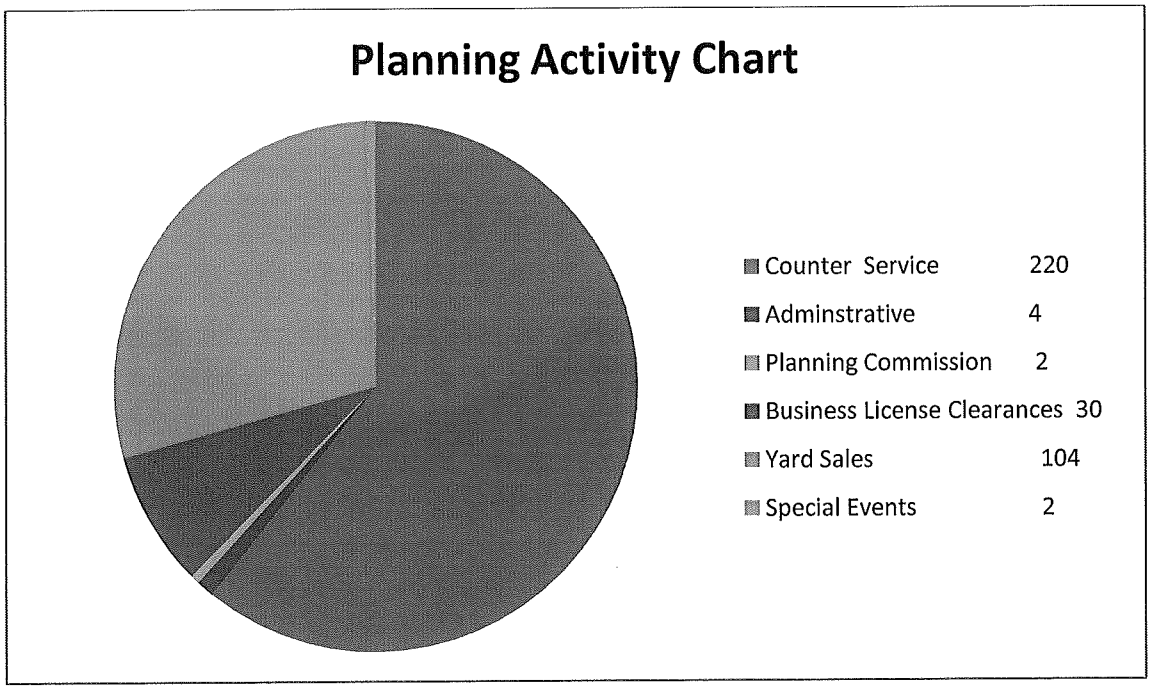
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Case	Number	Date	No.	Street	Description		Applicant	Decision
ARB	13-078	07/24/2013	200	Towne Center Drive	Sign Permit	Jerry Murdock	App on 8.27.13	
ARB	13-076	07/22/2013	343	W. Reeve Street	New Single Family Res.	Conrado Corral	App on 8.8.13	
ARB	13-075	07/22/2013	1836	E. Compton Boulevard	New Comm. Building	Arturo Hernandez		
ARB	13-072	07/18/2013	206	E. Compton Blvd.	Sign Permit	Jorge Diaz	App on 8.22.13	
ARB	13-074	07/17/2013	301	N. Tamarind Avenue	3 Level Parking Structure	City of Compton (Lowe Ent)	Under Review	
ARB	13-073	07/11/2013	1415	W. Artesia Blvd.	Illuminated Wall Sign	Steve Iadipaolo	App on 7.30.13	
ARB	13-071	07/03/2013	1270	Kona Dr	New loading Dock Door/Ramp	Sung Hong	App on 8.28.13	
ARB	13-070	07/03/2013	1305	E. Oaks Street	New 2 Story Duplex/Garage	Ruben Gutierrez		
ARB	13-017	07/03/2013	1270	Kona Drive	New Loading Door	Del Monico Investments		
ARB	13-068	07/01/2013	1712	E. Alondra Blvd.	Reduce Oversize Driveway	Simon Park	App on 7.19.13	
ARB	13-069	07/01/2013	803	W. Alondra Blvd.	Exterior Paint Variance	Fico Construction	App on 7.1.13	

New Administrative Cases in September 2013

Case Type	Case No#	App# Date	Street Number	Street Name	Description	Applicant
ARB	13-093	09/19/2013	390	W. Compton	Replace Monument Sign	Sign Development

Case Type	Case No#	App# Date	Street Number	Street Name	Description	Applicant
				Blvd.		
ARB	13-092	9.25.13	701	N. Bullis Rd	Parking Re-striping	Southern CA Gas Co.
ARB	13-091	09/09/ 2013	1151	N. Central Avenue	3 Panel Antennas	Verizon/Kim Nguyen



Planning Commission Action

At the September 11 2013 Planning Commission meeting the following items were approved:

1. **CONDITIONAL USE PERMIT CASE NO. 2706/VARIANCE CASE NO. 2727/MITIGATED NEGATIVE DECLARATION NO. 929 –** A request of Bruce & Jan Iversen to: 1) establish a wholesale metal recycling facility, 2) legalize a wholesale wood recycling facility and 3) establish a Public CRV Buyback Center with less parking than required by Code at 439 E. Carlin St.

2. **CONDITIONAL USE PERMIT CASE NO. 2732** – A request of Mi Lindo Guerrero to sell on-site beer and wine (a type 41 alcohol license), an accessory use to an existing restaurant located at 1811 N. Long Beach Blvd.

3. **CONDITIONAL USE PERMIT CASE NOS. 2626/2629 AND VARIANCE CASE NOS. 2627/2630 –** A request by Meta Housing Corporation to adopt a resolution reaffirming condition 55 of adopted resolution 3869 as satisfied. The site is located at 302 N. Tamarind Ave.

Significant Events

- The Request for Bids for the Phase III portion of the Compton Creek was re-released on October 1, 2013 and will close on October 30, 2013. This is for the construction of the multi-purpose trail and equestrian trail from Greenleaf Blvd to the soft bottom portion of the creek.
- The Request for Qualifications for the City wide analysis of Development Impact fees (DIF) for Public Safety, Parks and Circulation was released on October 1, 2013 and will close on October 30, 2013.

PUBLIC WORKS AND MUNICPAL UTILITIES

#6.

City of Compton
Public Works/Municipal Utilities
205 South Willowbrook Avenue
Compton, CA 90220

Office: (310) 605-5505
Fax: (310) 761-1417

To: Mayor and Council Members
G. Harold Duffey, City Manager

From: Glen W. C. Kau, P.E.
Director of Public Works/Municipal Utilities

Re: Public Works Department –Monthly Report for September 2013

Date: October 28, 2013

Summary
This report is submitted to the Mayor, Council Members and the City Manager to provide an update regarding the activity for the Public Works/Municipal Utilities Department during the month of September 2013.

Engineering Division
The Engineering Division is responsible for managing the City's Capital Improvement Program (CIP). This includes for the administration, planning, programming, design, construction management, and construction of capital projects throughout the City. Grant funding (when available) are sought after to supplement project funding. The following table summarizes the current projects, its status and associated funding source(s).

Project Name	Funds	Status	Fund Source(s)
Traffic Signal Upgrades (CIP 06-06)	$ 4,900,000	88%	Fed, State, LA County
Traffic Mgmt Op Center - Phase 2	$ 800,000	Develop agmt @ 96%	Fed, State, LA County
CDBG Street Repairs – design services	$ 530,000	Award scheduled for early Nov 2013	Measure R - Local
Bus Purchases – 5 Vehicles	$ 870,994	96%	MTA Grant
Oris & Williams Alley Improvements	$ 580,212	Awarded @ 10-22-13 CC mtg	Prop 1B
City-wide Sanitary Sewer Upgrades (Phase 1)	$12,600,000	Acquire CM Svcs	Sewer Bond
Prepare RFP to Purchase Sewer Cleaning Truck	$ 400,000	Develop RFP	Sewer Bond
Prepare RFP to Purchase Sewer Inspection Camera	$ 100,000	Develop RFP	Sewer Bond
Compton & Wilmington Bridges Reconstruction (CIP 10-11 & 11-12)	$11,000,000	In design	STP-L
Bridge Repair - 12 Bridges	$ 2,100,000	In progress	STP-L
TOTALS:	**$33,881,206**		

City of Compton
Public Works/Municipal Utilities
205 South Willowbrook Avenue
Compton, CA 90220

Office: (310) 605-5505
Fax: (310) 761-1417

Encroachment Permits
During the month of August 2013, Public Works issued a total of 29 permits, totaling $4,963. Some of the permit types and number of each that were issued are:

- Excavation/potholes 7
- Asphalt/Roadway work 3
- Water main/water well monitoring 0
- Large trash bin placement 7
- Parkway work 4
- Traffic Control 8
- Replace Street Light Pole 0

Streets Division
The Streets Division responsibility is to maintain public facilities, provide safety for residents, businesses, and the public. The services include: maintain sidewalks, streets, curb/gutter; repair street potholes; respond to service requests generated from the public and City departments. This work includes: signs and marking; street trees; alleys; traffic signals; street lights; sewer collection and storm drain system. Other responsibilities include: emergency response to accidents and incidents within the City's right-of-way, streets; asphalt repair; abate illegally dumped trash; parkway and shoulder repair; street sweeping, graffiti removal; special event support.

The Streets Division received and responded to a total of 504 requests for the following types of service for the month of September 2013.

	September 2013						
Type	**Received**	**Complete**	**Response (%)**		**Received**	**Complete**	**Response (%)**
Cleanup (dump, alley, bus stops)	781	489	63%				
Bee removal	24	23	96%				
Sweeper complaint/graffiti removal	14/1797	14/1757	100%/98%				
Sewer stoppage, spill, clearing	394	380	96%				
Signage	121	80	66%				
Pot hole repair	1935	1871	97%				
Traffic (signal, street light, timing)	419	342	82%				
Tree (trim, removal, felled, limb down)	1146	219	19%				

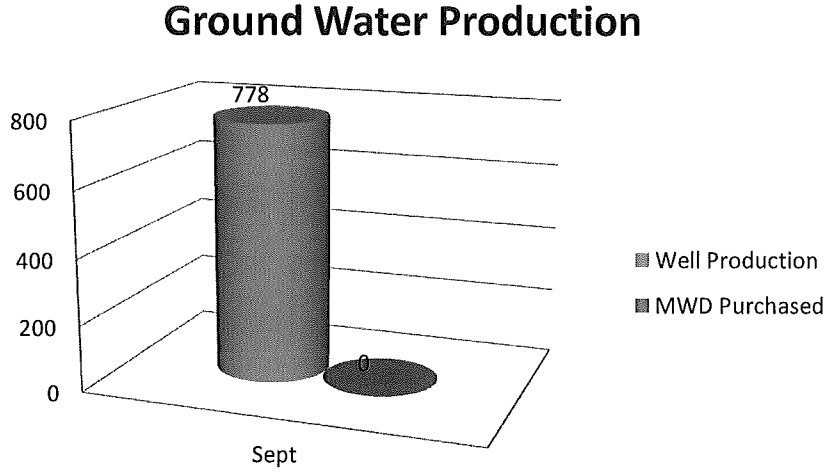
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Water Division

For the period of July and June of 2013 the Water Department produced, purchased and delivered the following amounts in (acre-feet) of water, GW-Ground Water/MWD Imported Water



Well Production	778 ac-ft
MWDSC Purchased	0 ac-ft
Total:	778 ac-ft

Production Personnel

The production personnel drew over 115 mandatory water samples for testing and analysis this period. All State and Federal reporting requirements were prepared and submitted in a timely manner.

Distribution Personnel

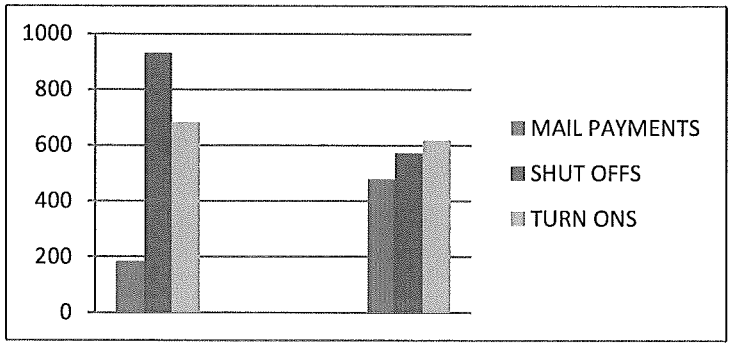
Responded to 3 water main breaks, 7 service line repairs, 0 gate valve repairs, 25 curb stops leaking/replaced, replaced 21 broken meter boxes, installed 0 new water meters, responded to 359 turn on/off requests, exercised 45 gate valves and inspected 5 fire hydrants. Staff provided 100 hours of inspection services and 15 hours of plan review in addition to 45 USA Alert request for utility marking, equating to more than 600 man hours.

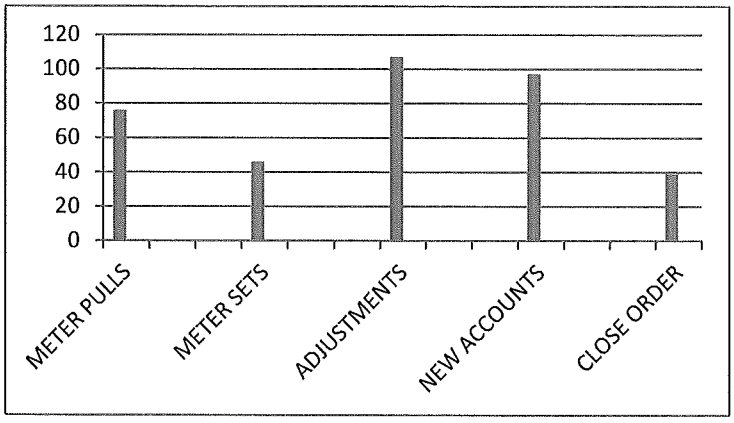
City of Compton
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205 South Willowbrook Avenue
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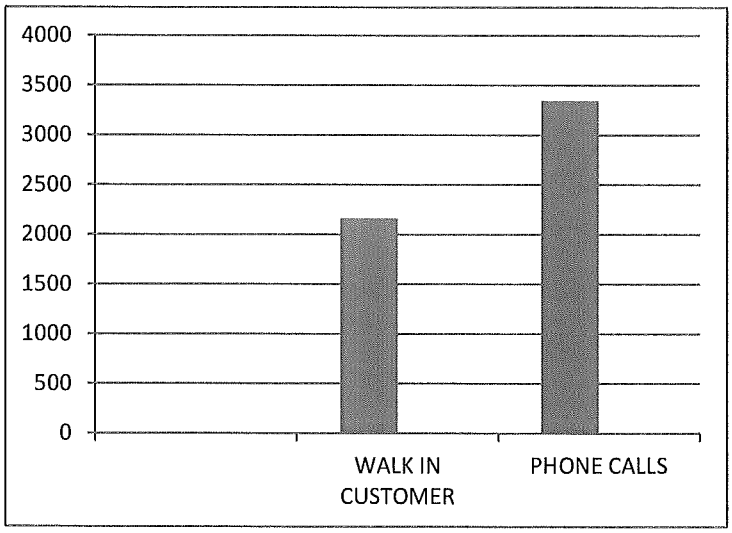
Office: (310) 605-5505
Fax: (310) 761-1417

Customer Service/Billing Personnel/Accounting

This department complies the monthly billing cycle and the supporting matrix below. During this period over 14,235 meter reads were tabulated, processed, and tracked.







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205 South Willowbrook Avenue
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Solid Waste
Staff has been working with contracted services (Republic) on the newsletter draft that is distributed quarterly. Information items are being reviewed to be included such as content, interest to citizens, bulky item collection, new bins, etc.

- The following table summarizes the current projects and status, and the associated funding source(s).

Project Name	Costs	Status	Fund Source(s)
Water main replacements (W-170)	N/A	In design	Water Bond
Siebrie Park Reservoir		100 %	Water Bond, EPA Grant
Siebrie Park Groundwater Well		99 %	Water Bond, EPA Grant

Public Works/Municipal Utilities Department Information
With the merge of the Public Works and the Water Departments, the ability to provide for effective coordination of the City's infrastructure has greatly improved. The Public Works/Municipal Utilities Department will be further reviewed to uncover opportunities to enhance customer services, deliver quality capital projects and services in an effective and efficient manner, and to improve the quality of life for City residents and visitors through the responsive, efficient, and effective delivery of services to every neighborhood and by reflecting a can-do attitude with our customers and stakeholders.

SUCCESSOR AGENCY

#6.

October 22, 2013

TO: **HONORABLE MAYOR AND CITY COUNCILMEMBERS**

FROM: **G. HAROLD DUFFEY, CITY MANAGER**

FOR: **DR. KOFI SEFA-BOAKYE**
DIRECTOR
SUCCESSOR AGENCY

SUBJECT: **MONTHLY REPORT FOR THE PERIOD FROM SEPTEMBER 1, 2013 THRU OCTOBER 30, 2013**

SUMMARY

The purpose of this memorandum is to provide the City council with a monthly report summarizing the programs, projects, and fiscal activities of the Successor Agency.

BACKGROUND

The Successor Agency is a distinct legal entity from the City. Pursuant to City Council Resolution No. 23,464, the City elected to serve as the Successor Agency for the Community Redevelopment Agency effective February 1, 2012. Accordingly, all of the assets of the Community Redevelopment Agency were transferred to the Successor Agency by law effective February 1, 2012.

The Successor Agency is responsible for the administration and implementation of the following programs: Community Housing Development Organizations (CHDO) program and the Neighborhood Stabilization Program (NSP 1 & 3). In addition, the Successor Agency is responsible for the oversight and implementation of more than fifteen (15) Redevelopment Commercial/Retail and Housing projects.

PURPOSE

The Successor Agency (formerly Community Redevelopment Agency) is implementing various Economic Development activities throughout the City in an effort to create an affluent, self-reliant, sustainable and safe community by eliminating blight, expansion of the City's tax base, redevelopment of underutilized and vacant properties, facilitate the development of high quality affordable housing and attracting private investment and businesses into the community. The Successor Agency accomplishes this objective by utilizing and leveraging various forms of financial resources including Tax Allocation Bond proceeds, property tax revenue, Federal and State grant funds and leveraging Agency-owned real estate assets.

The Agency utilizes the above referenced fiscal resources to assemble land for development of job-producing and revenue-generating retail, commercial, and industrial developments, while fostering homeownership opportunities for residents and promoting suitable living environment through housing rehabilitation programs. The Successor Agency staff, projects and activities are funded by California Department of Finance (DOF) and the U.S. Department of Housing and Urban Development (HUD).

Core Services of the Successor Agency

The Core Services:

1.) *Manage the completion of Public Facility and Infrastructure Improvement projects: the MLK Transit Center, Senior Activity Center and Multi-Level Parking Structure*
2.) *Manage the sale and disposition of over 50 properties*
3.) *Supervise the property maintenance and landscaping services for agency owned properties*
4.) *Oversee the expenditure accounts of Tax Allocation Bonds, Tax Increment Revenue and preparation of Agency Budgets*
5.) *Market the City of Compton to local, regional and international private investment retail industry*
6.) *Administration and implementation of the City's various Low and Moderate Income Housing programs that are Federally and State Funded*
7.) *Prepare all mandatory reporting to the federal government and California State Department of Finance*
8.) *Serve as staff to the Compton Oversight Board and prepare all reporting requirements to the Oversight board*
9.) *Administration of a First Time Homebuyer Assistance Program that provides financial assistance for homeownership opportunities and for the Single Family Residential Rehabilitation Program*
10.) *Administer and Implement the Neighborhood Stabilization Program (NSP) to improve City property values*

Activities and Accomplishments of the Core Services

1.) ***Manage the completion of Public Facility and Infrastructure Improvement projects**: the MLK Transit Center, Senior Activity Center and Multi-Level Parking Structure in the North Downtown Area. A key component of this Core Service is to transform the North Downtown Center into a key destination point for Compton residents by creating a vibrant, attractive, pedestrian friendly multi-modal center that unifies areas' complementary assets - civic center while taking advantage of the center's "Main to Main assets. Additionally, the Agency coordinates activities with DOF to effect a timely disposition of Agency-owned properties in the area in accordance with the provisions of the Redevelopment Dissolution Act. During this reporting period the following activities were undertaken in the* downtown area

- **Senior Activity Center** – Over 48% of construction work for this project is complete.
  - Staff attends weekly construction meeting to review progress of project
  - The project is anticipated to be completed in Spring 2014
  - Agency staff held 2nd meeting with Interior Design Architect, Parks & Recreation Dept and City Manager Office to discuss the FF&E's for the center
  - Process payment for Compton Senior Apartments in the amount of ($1,125,000)

- **Parking Structure** – Changed parking structure to 3-level structure
  - Design Plans are currently under review by the Planning Director as part of the ARB process

- Building and Safety Department has approved the grading permit
- Contractor has begun excavating and performing earthwork for site clearance for parking structure.
- Staff is working with the Program Manager on the Pre-qualification of 20 potential bidders for the Parking Structure

o **MLK Transit Center** – Project was completed in January 2013.

- Staff is coordinating with the City Manager's Office to market the retail space in the MLK Transit Center Staff is coordinating with the General Services Director and METRO on easement agreement for pedestrian plaza area
- Staff is coordinating with City Controller's Office and METRO Accounting Department to close-out the grant reporting

2.) ***Manage the Sale and Disposition of over 50 properties***

- *Conducted a Ground Breaking of Phase II of Gateway Towne Center project (Prism-IQ Partners)*
- *Successor Agency board approved the Steward Development project located at 16208 S. Atlantic Ave – 14 Townhomes*
- Staff held 6 meetings with various developers regarding negotiations and proposals for the Sale and Disposition of various Agency-owned properties
- Staff secured Successor Agency Board approval of the terms and conditions for the Sale and Disposition of five housing development proposals submitted by various developers including City Ventures, Trademark and Osborne.
- Removed graffiti, fence/sign repair and debris removal at Agency-owned property
- The list below represents projects that are under negotiation for Sale and Disposition to a private developer. These projects will require approval from DOF as part of the Agency's Long Range Property Management Plan:

Westland	North East Corner of Compton Blvd. and Long Beach Blvd.	95,000 Square Foot Retail Shopping Center. Tenants include: Grocery Store, Bank, Pharmacy and Restaurant	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Various Developers	500-45,601,607,625 East Compton Blvd. (2 blocks going west Compton Blvd from Santa Fe Ave)	50,000 square feet Commercial Retail Center – restaurant, shops, office and pharmacy	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Various Developers	413-415 West Compton Blvd.	30,000 Square Feet of Commercial, Retail, coffee shop, drug store, quick serve, soft goods stores	Agency negotiating with various developers for a retail concept for the site
Trademark	1400-1436 West Compton Blvd.	18 to 24 Townhomes: 3 to 4 bedroom units	Successor Agency Board Approved the terms and conditions for the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Various Developers	2000-2024 West Compton Blvd.	30,000 Square Feet Retail Development	Agency negotiating with various developers for a retail concept for the site.
Various Developers	305-315 N. Long Beach Blvd.	45,000 square feet Retail Development	Agency negotiating with various developers for a retail concept for the site

Meta Housing	Tamarind and Palmer Ave.	75 Units of Affordable Senior Housing	DOF approved pre-existing project following approval by the Oversight Board I
Osborne Development	16208 S. Atlantic Ave	13-18 Townhomes	Successor Agency Board approved terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Maxi Foods/Various Developers	1051 W. Rosecrans Ave	30,000 square foot Grocery or retail space	Agency has $1 million dollars deposited in escrow for the property. Staff is negotiating with developer for future retail use at the site
Gateway Towne Center – Phase II	Artesia 91 Freeway and Alameda St.	Phase II – 10 acres of new retail space	DOF has approved. Staff closed escrow and Developer has now began construction activities
Meta Housing - Phase 2	409-415 N. Alameda St.	50 Units of Affordable Senior Housing	Agency negotiating with developer for future affordable housing units at the site.
Various Developers	950 W. Alondra Blvd.	28 Townhomes	Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Steward Development	1117 S. Long Beach Blvd.	80 units of Senior Housing and 7,000 sq. ft. of retail space	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
City Ventures	1950 N. Central Avenue	Up to 24 Detached Single Family Homes	Successor Agency Board approved the terms and conditions for the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Hopkins Group	2901 W. Alondra Blvd.	18-acre Regional Park	Agency negotiating with developer for construction of a regional park concept at the site.
City Ventures	930 W. Compton Blvd.	Up to 20 Detached Townhomes: 3 to 4 bedroom units	Successor Agency Board approved terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Various Developers Prism-IQ Partners Various Developers	250 N. Central Ave 1420 N. McKinley Ave. 1716 E. Rosecrans Ave.	Retail Development 100,000 sq. ft. Industrial facility Mixed-Use Development	Agency negotiating with various developer Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan Agency negotiating with various developer City Facility as part of the

City Public Works Yard	458 S. Alameda St.	Corporate Public Works	Long Range Property Management Plan

3.) ***Supervises property maintenance and landscaping services for agency owned properties***

- Due to the limited amount of funds approved by the DOF for the maintenance of agency-owned property, staff has developed and implemented the following methodology as our property maintenance schedule:
  - Staff solicited and received bid proposals from Landscapers for monthly maintenance of Agency vacant lots and pocket parks for FY 2013-2014
  - Staff performs weekly visual site inspections for each lot
  - Landscape performs 1x month maintenance on all landscape properties
  - Landscape company performs trash & debris removal as necessary
  - Continue to coordinate with the Parks and Recreation Department to coordinate landscaping and maintenance activities on Agency-owned properties.

4.) Oversees the expenditure accounts of Tax Allocation Bonds, Tax Increment Revenue and preparation of Agency Budgets

- Processed vendors payment under ROPS 13-14A
- Reviewed and processed a combination of (23) accounts payable transactions
- Processed four (4) Demand for Payments for various First Time Homebuyer and Residential Rehabilitation program participants
- Processed Bond certification forms for Lease Revenue Bonds and Tax Allocation Bonds
- Managed three (3) lease agreements for Agency owned properties: 408 W. Alondra Blvd., 409 N. Alameda St., and 1501 N. Alameda St.
- Staff processed monthly of Loan repayments/receivables from Burlington Coat Factory, Optimal Academy (parking lot), Mr. Benito Auto Repair, Cliff's Texas Style Burritos, Samuel R. Quezada and Prism-IQ Partners.
- Prepared a monthly reconciliation of all department expenditures by fund for ROPS 3
- Processed two (2) reimbursement checks to various City departments for services performed on behalf of the Successor Agency
- Prepare encumbrance reports for Agency accounts
- Provided support documentation for audit related requests pertaining to:
  - 458 S. Alameda St (City Public Works Yard)
  - 2024 W. Compton Blvd. (F&C Liquor Store – Eminent Domain Acquisition)
  - 2901 Alondra Blvd (Alondra Regional Park Site)
-

5.) Market the City of Compton to local, regional and international private investment retail industry

- Staff held twelve meetings (12) with prospective developers, tenants and private investors that maybe interested in locating or redeveloping property within the City.
  - Staff provided brochure and retail trade data information on various Successor Agency owned properties

  - Staff met with various retailers currently negotiating acquisition or lease of commercial properties within the City
  - Staff is working with various newspapers and media outlets to develop a marketing campaign for Successor Agency properties and retail tenants to attract Regional and International Developer and Retailer community as a great City for private investment.
- Staff met with EPA and DTSC representatives to discuss new and existing Brownfield grants that the Agency has been awarded to assist with the redevelopment of Agency-owned properties.

- Updated City's website to include revised Agency property list; NSP 1 & 3 properties for sale and RFP/Q

6.) Administration and implementation of the City's various Low and Moderate Income Housing programs that are Federally and State Funded

- Responded to eighty-one (90) inquiries and request for information from the public regarding various housing programs, agency-owned properties and projects implemented by the Agency.
- Performed Twenty-three (25) housing and property related inspections during the reporting period. In addition to the routine maintenance and inspection related activities, staff performed the following activities relative to the various Housing programs and projects.
- Agency staff is in the process of reviewing 5 Deferred Equity Loan Applications and 5 Fix-It Grant Applications for the Residential Rehab Program.

7.) Prepares all mandatory reports to the federal government and California State Department of Finance

- Staff continued followed-up with communication with Richard Watson & Gershon (Agency Legal Counsel) in the preparation of response letters to DOF regarding the Agency's two (2) Due Diligence Review reports.

- Coordinate with State Controller's Office for review of former Redevelopment Agency Asset transfers

- Staff responded to LA County Auditor Controller request for supporting documentation for ROPS III Payments

- Staff submitted supporting documentation to DOF regarding the Housing Asset Transfer List

- Provided additional documentation to DOF for their approval of the Meta Housing project

8.) Serves as staff to the Compton Oversight Board and prepared all reporting requirements to the Oversight board

- There were no Oversight Board meetings during this period.

9.) Administer First Time Homebuyer Assistance Program that provides financial assistance for homeownership opportunities and for the Single Family Residential Rehabilitation Program

#6.

- Mailed 330 Annual Certifications forms/letter for applicants of the First Time Homebuyer and Residential Rehabilitation programs for FY 2013-2014.
- Review of Annual Certifications submitted by for First Time Homebuyers and Residential Rehabilitation applicants
- Perform physical inspections and site visits for each property under the annual compliance guidelines.

10.) Administer and Implement the Neighborhood Stabilization Program (NSP) to improve City property value

- Staff is working with the Win project on the rehabilitation of 155 Racquet Club Drive
- Staff has listed the property at 1811 E. San Luis for sale on the Multiple Listing Service

- Staff is reviewing monitoring review from HUD on NSP program
- Staff is reviewing the proposal received from the Request for Proposal for the Acquisition, Development and Rental of three (3) Multi-family properties.
- Staff anticipates to award Multi-Family properties in November 2013.

- Process payments for contractors and developer partners for construction related activities performed at NSP properties

- Reviewed and process one (1 First Time Homebuyers under the NSP 3 program
    i. The new NSP homebuyers have increased the City's economic wealth by attracting additional median income (over $50k/annual) family households into the City.

- Coordinate with the Los Angeles Neighborhood Housing Services organization for the oversight and completion of the rehabilitation and sale of the City's twenty-two (22) properties that were acquired under the NSP 2 program.

- Coordinate with Building and Safety Department and NSP Developer Partners regarding construction inspections for NSP properties.

- Staff has submitted a request to the City Manager for approval to purchase of vacant and abandoned property on Willowbrook Ave and Maple St. The project is currently schedule for City Council approval in November 2013.

Respectfully Submitted,

Dr. Kofi Sefa-Boakye
Redevelopment Manager
Successor Agency

November 12, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY.

SUMMARY

The City Manager is requesting that the City Council consider the adoption of an ordinance that will amend Chapter 8 of the Compton Municipal Code ("CMC"), to delete in its entirety Section 8-2, which established the Municipal Law Enforcement Services Department ("MLES"). If adopted, the various divisions of MLES will be consolidated into other City departments to improve development of related services in the City.

BACKGROUND

In or about 2000, the City Council dissolved the Compton Police Department and began contracting with the Los Angeles County Sheriff's Department to provide law enforcement services for the City. This left the City's security officers and parking control officers, which were divisions within the Compton Police Department, without line-of-command direction and supervision. Thus, on July 29, 2003, and July 8, 2008, the City Council adopted Ordinance Nos. 2,085 and 2,173, respectively, which created the Municipal Law Enforcement Services Department. These ordinances ultimately placed Code Enforcement Services, Park Patrol Services, Parking Control Services, Security Services and Tax and License Services under the umbrella of and as divisions of one Department -- the Municipal Law Enforcement Services Department.

Currently, the City has several departments responsible for development related services (e.g. building inspection, permitting and ordinance enforcement); to wit: the Municipal Law Enforcement Services Department is responsible for the enforcement of City municipal codes related to buildings and other structures, parking enforcement, tax and license and security functions. In distinction, the Build and Safety Department is responsible for building inspections and ensuring that residential and commercial properties are properly permitted. Accordingly, the inspection and enforcement of buildings and city codes relative to real

property is segregated, which diminishes the City's ability to deliver efficient and streamlined services to our business customers.

Section 711 of the City of Compton Charter outlines the powers and duties of the Building Official. Specifically, Section 711(b) specifies that the Building Official is required to "… Enforce the laws and ordinances regulating the construction and maintenance of buildings and other structures." Pursuant to the requirements of this Charter section, the City Manager has concluded that the classification for the position of Chief Building Official should be added to the Classification Plan to reflect the appropriate title and include the cohesive function of code enforcement. To this end, subsequent to a public hearing conducted on November 15, 2012, the Personnel Board approved the new classification of Chief Building Official, which includes code enforcement responsibilities in accordance with the Charter provision indicated above.

STATEMENT OF ISSUE

With the wind-down of redevelopment efforts, the City Manager engaged in an organizational assessment to determine if departments were appropriately aligned to deliver efficient customer service to ensure ongoing business investments in the City. Given the significance of these investments, the efficient delivery of development related services is critical to ensure that the City of Compton attracts and retains a vibrant business community.

This proposed ordinance seeks to improve the management and operation of the City's development efforts through the consolidation of interrelated building and code enforcement services to create a 'One Stop Shop', establishing streamlined services to support business growth and retention. The integration of code enforcement and building functions is paramount in providing businesses with ease of access to services, and improved customer service, to ensure that key projects in the City are moved forward in an expeditious and efficient manner.

Adoption of this ordinance would allow the Building and Safety Department to provide a variety of services that will ensure that the development and use of real property within the City creates and maintains a safe, economically vital and aesthetically pleasing place in which to live, work, and visit. Further, this eliminates the need for businesses to interface with multiple departments, which would thereby eliminate redundancy, costs and time delays. The remaining MLES functions (i.e. Park Patrol, Parking Control, Security and Tax and License Services) will be consolidated into other compatible City departments. This action will provide continuity in the operations and will allow the City to quickly implement new strategies to improve parking enforcement revenue collection.

ALTERNATIVE

The City Council can choose not to adopt this ordinance and direct staff to return at the Fiscal 2013-2014 Midyear with additional recommendations on this item.

FINANCIAL IMPACT

The Departments that are proposed for consolidation as a result of this ordinance are fully funded in the Fiscal Year 2013-2014 General Fund (1001) and within budgeted salary allocations and therefore do not create any fiscal impacts. Upon adoption of this ordinance, the interdepartmental transfer of General Fund budgets would be completed as separate budget amendments in the Fiscal Year 2013-2014 First Quarter or Midyear budget reports.

RECOMMENDATIONS

It is recommended that the City Council adopt the attached ordinance.

G. HAROLD DUFFEY
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY.

WHEREAS, on July 29, 2003, and July 8, 2008, the City Council adopted Ordinance Nos. 2,085 and 2,173, respectively, which created the Municipal Law Enforcement Services Department, which consists of the following divisions: Code Enforcement Services, Park Patrol Services, Parking Control Services, Security Services and Tax and License Services; and

WHEREAS, currently, the City has several departments responsible for development related services (e.g. building inspection, permitting and ordinance enforcement); to wit: the Municipal Law Enforcement Services Department is responsible for the enforcement of City municipal codes related to buildings and other structures, parking enforcement, tax and license and security functions, while in distinction, the Build and Safety Department is responsible for building inspections and ensuring that residential and commercial properties are properly permitted. Accordingly, the inspection and enforcement of buildings and city codes relative to real property is segregated, which diminishes the City's ability to deliver efficient and streamlined services to our business customers.

WHEREAS, Section 711 of the City of Compton Charter outlines the powers and duties of the Building Official which includes the duty to "… Enforce the laws and ordinances regulating the construction and maintenance of buildings and other structures"; and

WHEREAS, with the wind-down of redevelopment efforts, the City Manager engaged in an organizational assessment to determine if departments were appropriately aligned to deliver efficient customer service to ensure ongoing business investments in the City; and

WHEREAS, the City Manager seeks to improve the management and operation of the City's development efforts through the consolidation of interrelated building and code enforcement services to create a 'One Stop Shop', establishing streamlined services to support business growth and retention, and the integration of code enforcement and building functions is paramount in providing businesses with ease of access to services, and improved customer service, to ensure that key projects in the City are moved forward in an expeditious and efficient manner; and

WHEREAS, eliminate of Municipal Law Enforcement Services as a separate City department and consolidation of code enforcement functions with building functions will allow the Building and Safety Department to provide a variety of services that will ensure that the development and use of real property within the City creates and maintains a safe, economically vital and aesthetically pleasing place in which to live, work, and visit. Integration of these services further eliminates the need for businesses to interface with multiple departments, which would thereby eliminate redundancy, costs and time delays.

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

Section 1. That Section 8-2 (Municipal Law Enforcement Services Department Establishment) of Chapter VIII of the Compton Municipal Code is hereby deleted in its entirety.

Section 2. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and the Los Angeles County Sheriff's Department, Compton Station.

Section 4. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this ____ day of _____, 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 hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

November 12, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE JANUARY 2012 SIDE LETTER AGREEMENT BETWEEN THE CITY AND THE COALITION OF COMPTON UNIONS AND ESTABLISHING THE FURLOUGH SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013–2014.

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to execute an amendment to the January 2012 Side Letter Agreement to reduce the number of furlough hours for all employees from 120 hours to 80 hours and re-instate the fire uniform allowance and one-third (1/3) of the holiday pay for all members of Local 2216 and AFSCME who run a 56-hour platoon schedule, in addition to establishing the Furlough Schedule for City employees for Fiscal Year 2013-2014.

BACKGROUND

In accordance with the Side-Letter Agreement between the City of Compton and the Coalition of Compton Unions, both parties agreed that for the period commencing January 1, 2012 through June 30, 2014, employees shall accept a total of 30 furlough days. It further states that parties will negotiate the implementation of the furlough program. Per the Agreement, the initial 18 furlough days expired on June 30, 2012 (6) and June 30, 2013 (12), respectively.

As a component of the Fiscal Year 2013-2014 budget, the City Manager identified approximately $200,000 in resources to reduce the number of furlough hours for employees from 120 to 80 hours per year. The City met and conferred with the Coalition of Compton Unions regarding this matter, and on October 15, 2013, both parties agreed to an amendment to the January 2012 Side Letter Agreement (Attachment I) to reduce the number of furlough days for employees working a 4 day/40 hour schedule from 12 to 8 days, and employees working a 5 day/40 hour schedule from 15 days to 10 days. Applicable fire employees will receive 1/3 of their holiday pay and uniform allowance.

ISSUES

The City and the Coalition of Compton Unions have met and conferred upon the scheduling of furlough days through the fiscal year ending June 30, 2014. This schedule reduces the number of furloughs from 120 to 80 hours, per an agreed

upon amendment to the January 2012 Side Letter Agreement. This reduced schedule will better serve the City, Mayor and City Council and the citizens of the Compton community and puts the City back on track towards a gradual restoration of full levels of service.

Implementation of the Side Letter agreement requires employees to take 80 hours of furlough time for Fiscal Year 2013-2014. For employees on the 4 day/40 hour work schedule, it will require 8 days, whereas, for employees on the 5 day/40 hour work schedule, it will require 10 days.

ALTERNATIVE

The City Manager believes that the proposed schedule results in the least amount of impact on City services. However, the schedule does potentially impact the City Council meeting scheduled for November 26, 2013. To address this issue, staff proposes two options:

A) Instead of conducting the fourth Council meeting in November 2013 on Tuesday, November 26, 2013, call a special meeting for Monday, November 25, 2013; or

B) Alternatively, designate that Monday, December 2, 2013 serve as a furlough day in lieu of the proposed November 26, 2013 furlough date.

FISCAL IMPACT

The reduction of employee work furloughs in Fiscal Year 2013-2014 from one hundred and twenty (120) to eighty (80) hours will result in a loss of approximately $200,000 of General Fund labor savings. However, this reduction in savings was anticipated in the Fiscal Year 2013-2104 budget development process and will be offset with identified General Fund revenue sources.

RECOMMENDATION

Staff recommends that the City Council approve the attached Resolution.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE JANUARY 2012 SIDE LETTER AGREEMENT BETWEEN THE CITY AND THE COALITION OF COMPTON UNIONS AND ESTABLISHING THE FURLOUGH SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013–2014.

WHEREAS, in accordance with the Side Letter Agreement between the City of Compton and the Coalition of Compton Unions (AFSCME Locals 2325 and 3947, SEIU 731, IAFF Local 2216), ratified and approved by the City Council pursuant to Resolution No. 23,465 on January 17, 2012, both parties agreed that for the period commencing January 1, 2012 through June 30, 2014, employees shall accept a total of thirty (30) non-paid furlough days for non-public safety employees; and

WHEREAS, as a component of the Fiscal Year 2013-2014 budget, the City Manager identified resources to reduce the number of furlough hours of employees for this fiscal year; and

WHEREAS, on October 15, 2013, the City met and conferred with the Coalition of Compton Unions regarding the reduction of furlough hours and scheduling of non-paid furlough days for this fiscal year and agreed to amend the January 2012 Side Letter Agreement to reduce the number of furlough hours for all employees from 120 hours to 80 hours and re-instate the fire uniform allowance and one-third (1/3) of the holiday pay for all members of Local 2216 and AFSCME who run a 56-hour platoon schedule; and

WHEREAS, it is in the best interest of the City to authorize the proposed amendment to the January 2012 Side Letter Agreement modifying the above-discussed concessions of the employees; and

WHEREAS, there is a need for the City to post a furlough schedule for Fiscal Year 2013-2014, identifying the dates on which City offices will be closed.

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

Section 1. That the City Council does hereby approve and ratify an amendment to the January 2012 Side Letter Agreement between the City of Compton and the Coalition of Compton Unions, reducing the number of furlough hours for all employees from 120 hours to 80 hours and re-instating the fire uniform allowance and one-third (1/3) of the holiday pay for all members of Local 2216 and AFSCME who run a 56-hour platoon schedule for Fiscal Year 2013-2014.

Section 2. That the provisions of the amendment to the January 2012 Side Letter Agreement shall be effective retroactive from the date of July 1, 2013.

Section 3. That the City Manager, upon the advice of the City Attorney, is hereby directed to execute and implement the amendment to the January 2012 Side Letter Agreement in accordance with the provisions of this Resolution (a copy of the Amendment to the January 2012 Side Letter Agreement is attached hereto and incorporated herein by reference).

Section 4. That all other terms and conditions of the January 2012 Side Letter Agreement, ratified and approved by the City Council pursuant to Resolution No. 23,465 on January 17, 2012, shall remain in effect and unchanged.

Section 5. That the following non-paid furlough days shall be established and implemented for employees during Fiscal Year 2013-2014, as set forth herein. The dates specified under the **"4days/40 hours Employees"** is hereby established as legal closures for the City of Compton.

4 days/40 hours Employees

Tuesday, November 26, 2013
Wednesday, November 27, 2013
Monday, December 23, 2013
Tuesday, December 24, 2013
Thursday, December 26, 2013
Monday, December 30, 2013
Tuesday, December 31, 2013
Thursday, January 2, 2014
Total: 80 Hours

5 days/40 hours Employees

Employees will take furlough days in two (2) groups as follows:

GROUP 1*	Monday, December 16, 2013 Tuesday, December 17, 2013 Wednesday, December 18, 2013 Thursday, December 19, 2013 Friday, December 20, 2103 Monday, December 23, 2013 Tuesday, December 24, 2013 Thursday, December 26, 2013 Friday, December 27, 2013 **Subtotal: 72 Hours**
GROUP 2*	Monday, December 30, 2013 Tuesday, December 31, 2013 Thursday, January 2, 2014 Friday, January 3, 2014 Monday, January 6, 2014 Tuesday, January 7, 2014 Wednesday, January 8, 2014 Thursday, January 9 2014 Friday, January 10, 2014 **Subtotal: 72 Hours**
ALL	Friday, February 14, 2014 **Subtotal: 8 Hours**
Total: 80 Hours	
**Group schedule choice will be offered to employees according to classification seniority.*	

Section 6. That employees whose regular workday falls on one of the furlough days referenced above shall be entitled to another day off in accordance with the procedure established by the Department for use of paid leave benefits. This section is applicable to employees who have been specifically exempted from non-paid furlough provisions within the Side Letter Agreement.

Section 7. That this furlough schedule is not applicable to sworn 56-hour Fire Suppression personnel who are eligible for compensation in lieu of holidays, with the exception of the Fire Chief, Deputy Fire Chief and any 40-hour Fire Battalion Chiefs.

Section 8. That this furlough schedule is not applicable to certain employees of the Public Works/Municipal Utilities Department, specifically: designated Pump Operators, Water Service Workers, Meter Readers and Utility Billing Specialists. Certain employees of the above-specified classifications, as designated by the Department Manager or designee, shall have their non-paid

furlough dates independently scheduled by the Department Manager or designee based on scheduling needs.

Section 9. That this furlough schedule is not applicable to certain employees assigned to other City Department(s), specifically: designated Security Officers, Parking Enforcement Officers and Code Enforcement Officers. Certain employees of the above-specified classifications, as designated by the Department Manager(s) or designee(s), shall have their non-paid furlough dates independently scheduled by the Department Manager(s) or designee(s) based on scheduling needs.

Section 10. That this furlough schedule is not applicable to certain employees of the Parks and Recreation Department, specifically: designated Community Center Directors, Recreation Leaders and ParaTransit Drivers. Certain employees of the above-specified classifications, as designated by the Department Manager or designee, shall have their non-paid furlough dates independently scheduled by the Department Manager or designee based on scheduling needs.

Section 11. That this furlough schedule shall be applicable to unrepresented employees, unless otherwise directed by the City Manager.

Section 12. That this furlough schedule is effective July 1, 2013 through June, 30, 2014, and shall continue to be observed as set forth in this Resolution, unless otherwise amended.

Section 13. That furlough days must be utilized by June 30, 2014.

Section 14. That a certified copy of this Resolution shall be delivered to all departments of the City of Compton.

Section 15. 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, the 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 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 Member(s) –**
NOES: **Council Member(s) –**
ABSENT: **Council Member(s) –**
ABSTAIN: **Council Member(s) –**

_____
CITY CLERK OF THE CITY OF COMPTON

AMENDMENT TO SIDE LETTER AGREEMENT OF JANUARY 2012
BETWEEN
CITY OF COMPTON
AND
COMPTON COALITION OF UNIONS

This **AMENDMENT** to the **SIDE LETTER AGREEMENT (entered January 2012)** is entered by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (**"CITY"**) and **COMPTON COALITION OF UNIONS (AFSCME Locals 2325 and 3947, SEIU 731, IAFF Local 2216)**.

RECITALS

WHEREAS, on January 17, 2012, the City Council adopted Resolution No. 23,465, which ratified and approved a Side Letter Agreement between the City and the Compton Coalition of Unions, wherein both parties agreed that for the period commencing January 1, 2012 through June 30, 2014, employees shall accept a total of thirty (30) non-paid furlough days for non-public safety employees; and

WHEREAS, on October 15, 2013, the City met and conferred with the Coalition of Compton Unions regarding the reduction of furlough hours and scheduling of non-paid furlough days for this fiscal year and agreed to amend the January 2012 Side Letter Agreement to reduce the number of furlough hours for all employees from 120 hours to 80 hours and re-instate the fire uniform allowance and one-third (1/3) of the holiday pay for all members of Local 2216 and AFSCME who run a 56-hour platoon schedule.

WHEREAS, by Resolution No. _____, adopted on the ___ day of _____ 2013, the City Council gave approval to the City Manager to execute and implement an amendment to the Side Letter Agreement to reduce the number of furlough days to be taken by employees in Fiscal Year 2013-2014 and to re-instate the fire uniform allowance and one-third (1/3) of the holiday pay for applicable personnel of the Fire Department.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Side Letter Agreement of January 2012 as follows:

AMENDMENTS

1. Section II.4. **Furlough of employees working a 40 hour weekly schedule** – is amended to reduce the number of furlough hours for all employees, regardless of their schedule, from **120 hours** to 80 **hours** for Fiscal Year 2013-2014.

2. Section II.5. **Sacrifice of employees working a 56 hour weekly schedule** – is amended to re-instate the fire uniform allowance and one-third (1/3) of the holiday pay for all members of Local 2216 and AFSCME who run a 56-hour platoon schedule, during Fiscal Year 2013-2014.

3. The provisions of this Amendment to the Side Letter Agreement shall be effective retroactively to July 1, 2013.

4. It is explicitly understood and agreed by the parties hereto that the provisions of this Amendment to the Side Letter Agreement is a limited, one-time modification that does not contemplate any other changes to the Side Letter Agreement or any other Memorandum of Agreement between the City and the recognized employee bargaining units of the City, or between the City and any member of any bargaining unit of the Compton Coalition of Unions, all of which shall remain in effect, and does not give any party the right to reopen and renegotiate the terms of the Side Letter without the agreement of all parties thereto.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **AMENDMENT** to the **SIDE LETTER AGREEMENT.**

COMPTON COALITION OF UNIONS

By _____ **Dated: _____**
James Walker, Chapter President
SEIU, Local 721

By _____ **Dated: _____**
Daniel Gomez, President
IAFF, Local 2216

By _____ **Dated: _____**
Roosevelt Peters, Jr., President
AFSCME, Local 3947

By _____ **Dated: _____**
John Phillips, President
AFSCME, Local 2325

CITY OF COMPTON

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

Approved as to form:

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

ATTEST:

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE JANUARY 2012 SIDE LETTER AGREEMENT BETWEEN THE CITY AND THE COALITION OF COMPTON UNIONS AND ESTABLISHING THE FURLOUGH SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013 - 2014**

Terrance C. Davis — DEPARTMENT MANAGER'S SIGNATURE

10/21/2013 9:48:21 AM — 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.

November 12, 2013

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

FROM: **CITY ATTORNEY'S OFFICE**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SPECIAL USE RESOLUTION NO. 1804 OF THE PLANNING COMMISSION TO MODIFY THE CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT (NOW REFERRED TO AS CONDITIONAL USE PERMIT) NO. 1282 FOR THE *BROTHERS OF THE SUN MOTORCYCLE CLUB* LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON.**

SUMMARY:

The City Council will consider a request to amend Special Use Resolution No. 1804 of the Planning Commission to modify the conditions of approval for Special Use Permit (now referred to as a Conditional Use Permit) No. 1282 for the Brothers of the Sun Motorcycle Club located at 605 S. Long Beach Boulevard, Compton, CA 90221.

BACKGROUND:

The *Brothers of the Sun Motorcycle Club* is an organization that owns and operates the property located at 605 S. Long Beach Boulevard. On or about February 23, 1977, the City of Compton's Planning Commission granted the *Brothers of the Sun Motorcycle Club's* special use request to operate a private club and adopted Special Use Resolution No. 1804 listing the conditions of approval for said use.

STATEMENT OF THE ISSUE:

There has been an extensive passage of time since the Planning Commission adopted Special Use Resolution No. 1804 (adopted February 23, 1977) with no review of this property's Conditional Use Permit (CUP) in conjunction with the recent criminal activity occurring in the surrounding area. The occurrence of after late-night hour (i.e. 2:00 a.m. until sunrise) activities such as parties, social gatherings or other events by members and/or guests of the *Brothers of the Sun Motorcycle Club* has contributed to a disproportionate increase of law

enforcement resources which negatively affect the collective efforts to increase public safety and improve the general well-being of the City of Compton. Consequently, there is a need here to modify the existing conditions of approval for this property's CUP in order to protect and preserve the public health, morals, safety and general welfare of the City as well as the members of the *Brothers of the Sun Motorcycle Club*.

Upon adequate written notice to the property owner and a public hearing, the City Council, pursuant to Compton Municipal Code Section 30-26.5 *et. seq*., may order the revocation or modification of a conditional use permit in order to protect and preserve the public health, morals, safety and general welfare of the City. A hearing to determine if sufficient cause exists for the revocation or modification of this property's Special Use Permit was scheduled to be held before the City Council on November 5, 2013. However, the *Brothers of the Sun Motorcycle Club* has agreed to waive its right to the November 5, 2013 public hearing and stipulate to the modified conditions of approval of its Conditional Use Permit No. 1282 as set forth in the attached Resolution.

This Resolution effectively supersedes Special Use Resolution No. 1804 by the Planning Commission modifying the conditions of approval for Conditional Use Permit No. 1282 for the Brothers of the Sun Motorcycle Club located at 605 S. Long Beach Boulevard in the City of Compton.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SPECIAL USE RESOLUTION NO. 1804 OF THE PLANNING COMMISSION TO MODIFY THE CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT (NOW REFERRED TO AS CONDITIONAL USE PERMIT) NO. 1282 FOR THE *BROTHERS OF THE SUN MOTORCYCLE CLUB* LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON.

WHEREAS, on or about February 23, 1977, the City of Compton's Planning Commission granted the *Brothers of the Sun Motorcycle Club's* special use request to operate a private club located at 605 S. Long Beach Boulevard and adopted Special Use Resolution No. 1804 listing the conditions of approval for said use; and

WHEREAS, there has been an extensive passage of time since the adoption of the Planning Commission's Special Use Resolution No. 1804 with no review of this property's Special Use Permit (now referred to as a Conditional Use Permit) in conjunction with the recent criminal activity occurring in the surrounding area; and

WHEREAS, the occurrence of after late-night hour (i.e. 2:00 a.m. until sunrise) activities such as parties, social gatherings or other events by members and/or guests of the *Brothers of the Sun Motorcycle Club* has contributed to a disproportionate increase of law enforcement resources which have negatively affected the collective efforts to increase public safety and improve the general well-being of the City of Compton; and

WHEREAS, there is a need here to modify the existing conditions of approval for this property's Conditional Use Permit (CUP) in order to protect and preserve the public health, morals, safety and general welfare of the City as well as the members of the *Brothers of the Sun Motorcycle Club*; and

WHEREAS, upon adequate written notice to the property owner and a public hearing, the City Council, pursuant to Compton Municipal Code Section 30-26.5 *et. seq*., may order the revocation or modification of a conditional use permit in order to protect and preserve the public health, morals, safety and general welfare of the City; and

WHEREAS, a hearing to determine if sufficient cause exists for the revocation or modification of this property's CUP was scheduled to be held before the City Council on November 5, 2013; and

WHEREAS, the *Brothers of the Sun Motorcycle Club* has agreed to waive its right to the November 5, 2013 public hearing and stipulate to the modified conditions of approval of its Conditional Use Permit (CUP No. 1282) as set forth herein; and

WHEREAS, this Resolution by City Council effectively supersedes Special Use Resolution No. 1804 by the Planning Commission (adopted February 23, 1977) modifying the conditions of approval for Conditional Use Permit No. 1282 as set forth herein for the *Brothers of the Sun Motorcycle Club* located at 605 S. Long Beach Boulevard.

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

Section 1. That Special Use Resolution No. 1804 of the Planning Commission is hereby amended to modify the conditions of approval for Conditional Use Permit No. 1282 for the *Brothers of the Sun Motorcycle Club* located at 605 S.

1. That no motorcycle or automobile repair or modification takes place on the premises.

2. That no activities whatsoever shall take place on the premises after 11:00 p.m. Sundays through Thursdays or after 2:00 a.m. Fridays and Saturdays, except with City Council approval.

3. That applicant in any given calendar year is limited to three (3) requests to City Council for permission to hold an activity later than 11:00 p.m. Sundays through Thursdays and later than 2:00 a.m. Fridays and Saturdays.

4. Any approved City Council request for an activity to take place after 11:00 p.m. on Sundays through Thursdays or after 2:00 a.m. on Fridays and Saturdays shall require, but not be limited to, Applicant to contract the services of the Los Angeles County Sheriff's Department – Compton Station (or the City of Compton's Local Law Enforcement Agency) to provide law enforcement and security related services for an activity later than 11:00 p.m. on Sundays through Thursdays and later than 2:00 a.m. on Fridays and Saturdays.

5. That the building and parking areas shall be maintained in a neat and orderly manner.

6. That the Los Angeles County Sheriff's Department – Compton Station or the Local Law Enforcement Agency shall be informed of the time and dates of any meetings, social gatherings, events, parties and other activities and shall be permitted entrance at any time during operating hours.

7. That no retail sale of alcohol beverages shall be permitted unless licensed by the Alcoholic Beverage Control (ABC) Board and approved by the City of Compton Planning Commission in accordance with Section 30-26.4 of the Compton Municipal Code.

8. That use and property development shall be substantially in accordance with the plot plan on file with Special Use Case No. 1282.

9. That use and property development comply with the City of Compton's local laws and policies at all times including the requirements of the Building, Fire, Public Works and Planning Departments.

10. That noise levels be in compliance with Compton Municipal Code 7-12 at all times.

11. That any violation of the above stated conditions may result in a further modification or revocation of this Conditional Use Permit consistent with Compton Municipal Code Section 30-26.

Section 2. That this Resolution shall also require the applicant and owner of record sign, notarize and record with the Recorder of the Los Angeles County, an Acceptance Form in accordance with the requirements of Section 30-26.5 of the Compton Municipal Code.

Section 3. That a certified copy of this Resolution shall be mailed to the applicant and owner of record and be filed in the offices of the City Clerk, City Manager, City Attorney, Planning Department, and Los Angeles County Sheriff's Department – Compton Station.

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) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2013.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 1804
(S.U. #1282)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COMPTON GRANTING A SPECIAL USE REQUEST

WHEREAS, Brothers of the Sun Motorcycle Club has made application for special use in accordance with the provisions of Section 9119 of the Compton Municipal Code for the use of certain real property situated in the City of Compton, legally described as follows:

Lots 32 and 33, Tract 6875, M.B. 89/51-52

Located at: 605 South Long Beach Boulevard; and

WHEREAS, a hearing upon siad request for special use was held before the Planning Commission on February 9, 1977; and

WHEREAS, evidence was heard from all persons interested in effecting said special use and all persons protesting same, and the Planning Commission, having heard all of said testimony and statements of said persons and being fully informed in the premises,

F I N D S

1. That the property herein referred to and described is suitable for the purpose for which the petitioner requesting said special use intends to use it, to wit: PRIVATE CLUB.

2. That the granting of said special use will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity.

3. That the granting of said special use will not adversely affect the Comprehensive General Plan of the City of Compton.

4. That there are exceptional conditions applicable to the intended use of said property that do not apply generally to the class use in the zone.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COMPTON RESOLVES:

1. That the request for special use for a private club shall be approved, subject to the following conditions:

a. That no motorcycle or automobile repair or modification take place on the premises.

b. That no activities shall take place on the premises after 11:00 p.m. Sundays through Thursdays nor after 2:00 a.m. Fridays and Saturdays.

c. That the building and parking area shall be maintained in a neat and orderly manner.

d. That the Police Department shall be informed of the time and dates of meetings and shall be permitted entrance at any time during operating hours.

e. That no retail sale of alcoholic beverages shall be permitted unless licensed by the Alcoholic Beverage Control Board and approved by the City of Compton Planning Commission in accordance with Section 9113.2 of the Compton Municipal Code.

f. That use and property development shall be substantially in accordance with the plot plan on file with Special Use Case No. 1282.

g. That use and property development shall comply with the requirements of the Building, Public Works, Fire and Planning Departments and of the Compton Community Redevelopment Agency.

h. That use and property development shall be initiated within 180 days in accordance with Section 9126.10 of the Compton Municipal Code.

#11.

i. That prior to occupancy of the building, a Certificate of Occupancy shall be obtained from the Planning Department in accordance with Section 9106 of the Compton Municipal Code.

j. That noise shall be kept to a reasonable level, subject to the discretion of the Planning Commission.

2. That this Resolution shall be reviewed by the Planning Commission on August 24, 1977.

3. That this Resolution shall not become effective until the applicant signs, has notarized and records with the Recorder of Los Angeles County an Acceptance Form in accordance with the requirement of Section 9126.11 of the Compton Municipal Code.

4. That a copy of this Resolution shall be mailed to the applicant and that copies shall be filed with the City Clerk and the Building, Fire and Public Works Departments.

ADOPTED this 23rd day of February, 1977.

WILLIAM T. GRAY, CHAIRMAN

ROBERT R. GAVIN, PLANNING DIRECTOR

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SPECIAL USE RESOLUTION NO. 1804 OF THE PLANNING COMMISSION TO MODIFY THE CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT (NOW REFERRED TO AS CONDITIONAL USE PERMIT) NO. 1282 FOR THE BROTHERS OF THE SUN MOTORCYCLE CLUB LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON.**

Ruth Rugley	**10/24/2013 6:58:11 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**10/30/2013 10:20:44 AM**
CITY CONTROLLER	DATE
G. Harold Duffey	**10/29/2013 2:10:22 PM**
CITY MANAGER	DATE

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

November 12, 2013

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND REPAIR**

SUMMARY

Maintenance of emergency and staff vehicles is essential to the Fire Department's operations. The department performs routine maintenance and repairs in-house, and refers specialized and heavy-duty repairs to an outside vendor.

BACKGROUND

The Fire Department wishes to issue a purchase order to Carmenita Truck Center to compensate the vendor for pending and future anticipated maintenance and repairs for its fleet of ambulances and sedans. The current funds on the 2012-2013 Purchase Order issued to Carmenita Truck Center by the City of Compton have been depleted. It is to the best interest of the City of Compton to issue an additional Purchase Order to satisfy the financial obligation created with Carmenita Ford at the beginning of the 2013-2014 Fiscal Year.

Carmenita Truck Center is part of the Ford Franchise that Sells and Services the Ford Ambulances and Sedans that the Fire Department has in its inventory. Carmenita Truck Center is located minutes away from the City of Compton, and provides the Fire Department with pick-up and delivery service. The City of Compton does not have a vendor or a Ford Dealership in the city's boundaries that is certified to service ambulances or Ford Warranty Products. The Fire Department has had a successful relationship with the Carmenita Truck Center and would like to continue utilizing their services.

STATEMENT OF THE ISSUE

The Fire Department request that a Purchase Order be issued in the name of Carmenita Truck Center in order to compensate the vendor within the prescribed thirty (30) day net.

FINANCIAL IMPACT

Total estimated repair and maintenance costs are **sixty thousand ($60,000.00).** The funds have been allocated in account 10016900004229 of the Fire Department's 2013-14 Fiscal Year Budget

ALTERNATIVE

The alternative would be for the Fire Department to use the other vendors that submitted proposals. Emergency Vehicle Group is located in Anaheim but specializes in New Ambulance sales and has a smaller staff of mechanics, while Central Ford located in the City of Bell does exceptional work but lacks the high number of diesel mechanics that Carmenita Truck Center employs. This would not be a responsible decision in terms of selecting the most responsive vendor. We have used Central Ford in the past for preventive maintenance to our Fire Prevention Sedans and for the purchase of parts and supplies. However, because of our high demand in preventive maintenance (due to age of fleet) and repair, it would be more prudent and cost effective to stay with a vendor large enough to accommodate our needs.

RECOMMENDATION

It is recommended that Council approve the attached resolution.

APPROVED FOR FORWARDING

JON THOMPSON
FIRE CHIEF

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND REPAIR

WHEREAS, the Fire Department has a continuous need for vehicle repair and maintenance; and

WHEREAS, proposals were collected from Central Ford, Carmenita Ford, and Emergency Vehicle Group Inc., for the Fire Department's Ford Vehicle maintenance and repair needs; and

WHEREAS, the City of Compton does not have a vendor or a Ford Dealership that provides certified service needs for Ford Vehicles within the City's boundaries; and

WHEREAS, during the past year this need was met by Carmenita Truck Center for maintenance and repair for our Ford Sedans and Ambulances; and

WHEREAS, Carmenita Truck Center has provided the Fire Department with quality service in the past and the most responsive proposal in terms of cost, service and staffing ; and

WHEREAS, Carmenita Truck Center will service our Department's preventive maintenance needs for our Sedans and Ambulances as well as a back-up vendor to satisfy repair needs on our Fire Apparatus if needed.

WHEREAS, the funds have been allocated in the Fire Department 2013-2014 fiscal year budget for these purchases; and

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to Carmenita Truck Center for an amount not to exceed SIXTY THOUSAND DOLLARS AND NO CENTS ($60,000.00) to provide maintenance and repair for Fire Department emergency vehicles

SECTION 2. That the funds are to be taken from Account No. 1001-69-0000-4229.

SECTION 3. That a copy of this resolution shall be forwarded to the offices of the City Manager, City Controller and Fire Department

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

RESOLUTION NO. _____
PAGE 2

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 MEMBER-**
NOES: **COUNCIL MEMBER-**
ABSENT: **COUNCIL MEMBER-**
ABSTAIN: **COUNCIL MEMBER-**

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND REPAIR**

<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.

November 12, 2013

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AUTOMATIC DATA PROCESSING, INC. (ADP) FOR HUMAN RESOURCE AND PAYROLL PROCESSING SOFTWARE AND SERVICES**

SUMMARY

This resolution is to authorize the City Manager to enter in an agreement with Automatic Data Processing, Inc. (ADP) for software and the provision of human resource and payroll processing services to the City of Compton.

BACKGROUND

The City's daily business operations require personnel administrative functions and payroll processing duties related to City employees, Councilmembers, and the City-appointed Commissioners. These human resource and payroll duties require specialized software and equipment which have to be updated as new labor and tax laws are enacted.

Automatic Data Processing, Inc. (ADP) is one of the largest payroll and tax filing processors in the world serving more than half a million clients. For several years the City has contracted with ADP to provide the required software and support services necessary to effectively perform human resource and payroll functions. Specifically, the specialized payroll and human resources software, equipment and support services assist the City in performing the following:

- Calculation and payment of salaries and wages
- Compliance with statutory and administrative regulations affecting pay and administration of sickness, maternity, fringe benefits, etc.
- Accurate deduction of taxes and other charges from pay and remittance of such deductions to appropriate authorities with supporting documentation
- Tax filing including quarterly reports, W-2's, and report production
- Tracking and monitoring of vacation, sick leave and paid holiday hours.

STATEMENT OF ISSUE

The City's existing ADP systems are in need of update. The current ADP product used by the City is an antiquated mainframe system and has exceeded its useful life. These types of systems are no longer offered as products by any of the leading vendors in the human resources and payroll processing services industry, and support for these products is increasingly diminishing. ADP, as with most major vendors, now offers cloud (web) based software that provides redundancy, online back up and unlimited data storage capacity.

The current system is also limited by its design and does not allow for multiple department access. As a result, the staff in the departments (Human Resources, City Controller/Payroll, and City Attorney/Risk Management) that routinely utilize the system are prevented from easily sharing key data. This increases the likelihood of employee compensation, workers compensation, and leave transaction errors, which can be of considerable consequence.

Staff did not perform a formal bidding process for this service but instead decided to recommend renewal of the existing service agreement with ADP. There was a prior pending bid performed to enable the City to update its entire financial management system to a more robust Enterprise Resource Planning (ERP) system. The envisioned ERP system would have included modules for human resource management, payroll function, utility billing system, cash management system, general ledger and several other functions of the City. However, due to cash flow considerations the agreement was not signed with the vendor who won the ERP bid. Therefore, it is prudent to continue the existing contract with ADP to ensure the continuity of the City's personnel/payroll management system. Under this Resolution, the City would upgrade its existing system to the cloud based ADP product called 'Workforce Now'.

ALTERNATIVE

Council can direct staff to examine alternative products. However, many of the human resources, payroll software and payroll tax/reporting services provided by ADP will not be supported in the future by the vendor if the current software is not upgraded.

FINANCIAL IMPACT

Monthly ADP maintenance fees are charged per active employee and therefore annual costs fluctuate. The projected total Fiscal Year 2013-2014 fees for the ADP services is approximately $34,000 (Thirty Four Thousand Dollars), inclusive of a onetime implementation fee of $9,100 (Ninety One Thousand Dollars) for the system upgrade. These fees shall be paid out of the City Controller's Office budget (account number 1001-650-000-4262) and Human Resource budget (account number 1001-560-000-4262). Adequate funds are appropriated in the Fiscal Year 2013-2014 budget.

RECOMMENDATION

It is recommended 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 WITH AUTOMATIC DATA PROCESSING, INC. (ADP) FOR HUMAN RESOURCE AND PAYROLL PROCESSING SOFTWARE AND SERVICES

WHEREAS, the City must perform some personnel administrative functions and payroll processing duties related to City employees, Council members, Careerlink Youth programs and the City-appointed Commissioners; and

WHEREAS, these human resource and payroll duties require specialized software which has to be updated as new labor and tax laws are enacted; and

WHEREAS, the specialized payroll and human resources software, equipment and support services assist the City in particularly performing the following:

- Calculation and payment of salaries and wages in accordance with applicable laws
- Compliance with statutory and administrative regulations affecting pay including the interpretation and administration of sickness, maternity, fringe benefits etc
- Maintenance of records through a comprehensive database system to meet internal and external audit requirements
- Accurate deduction of taxes and other charges from pay and remittance of such deductions to appropriate authorities with supporting documentation
- Tax filing including quarterly reports,W-2's, and report production
- Provision of information to the Local Government Pension Scheme
- Tracking and monitoring of other entitlements of the City employees like accumulated vacation, sick leave hours and paid holiday hours

WHEREAS, the current ADP system is antiquated and does not provide the shared access to departments as needed to efficiently manage payroll and human resources transitions and it is in the best interest of the City to upgrade this system;

WHEREAS, the projected total Fiscal Year 2013-2014 fees for the above services to be provided by ADP for both the human resource and payroll processing functions is approximately $34,000 (Thirty Four Thousand Dollars), inclusive of a onetime implementation fee of $9,100 (Ninety One Thousand Dollars) for the system upgrade; and

WHEREAS, there was a prior pending bid performed to enable the City change its entire financial and human resources management system to a more robust enterprise (ERP) system that was envisaged to include modules for human resource management, payroll function, utility billing system, cash management system, general ledger and several other functions of the City; however, due to cash flow considerations the agreement was not signed with the vendor who won the ERP bid; and

WHEREAS, fees for the ADP services shall be paid out of the City Controller's Office fiscal year budget (account number 1001-650-000-4262) and Human Resource fiscal year budget (account number 1001-560-000-4262).

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

Section 1. That the City Manager is hereby authorized to enter into a new contract with and issue a purchase order to ADP for the provision of human resource and payroll services for the period from November 2013 to June 2014 for a fee not to exceed $34,000 (Thirty Four Thousand Dollars).

#13.

Section 2. That the fees for the services are to be paid out of the City Controller's fiscal year budget (account number 1001-650-000-4262 for and the Human Resource Department fiscal year budget (account number 1001-560-000-4262).

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

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

ADOPTED this _____ day of _____, 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 forgoing resolution was adopted by the City Council, signed by the Mayor, 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-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMTPON

ADDENDUM
to
MAJOR ACCOUNTS AGREEMENT
between
ADP, INC.
and
CITY OF COMPTON

This Addendum, made as of the ____ day of _____, 2013 by and between ADP, INC. ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and CITY OF COMPTON, having a principal place of business 205 S. Willowbrook Ave, Compton, California 90220 ("Client"), contains changes, modifications, revisions and additions to the Major Accounts Agreement dated _____, 2013 between ADP and Client (the "Agreement").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 13I of the Agreement, entitled "Governing Law", is hereby amended by deleting "New York" and replacing it with "California".

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP, INC.	**CITY OF COMPTON**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

**** NOTE: ONLY THE SERVICE CENTER DVP OR DESIGNATED FINANCIAL EXECUTIVE OF THE AFFECTED REGION IS AUTHORIZED TO EXECUTE THIS ADDENDUM ON BEHALF OF ADP.**

HR, BENEFITS, TALENT AND/OR RECRUITMENT ADDENDUM
TO
MAJOR ACCOUNTS SERVICE AGREEMENT

The following additional terms and conditions shall apply only to the extent that the undersigned ("**Client**") receives HR, Benefits, Talent and/or Recruitment products and services. This Addendum supplements the terms and conditions of the ADP Major Accounts Agreement or such other similar agreement or terms governing the provision of the services by ADP, Inc. ("**ADP**") to Client (the "**Agreement**").

1. **BILLING.**
If Client is purchasing ADP's HR, Benefits, Talent and/or Recruitment module(s) and the pricing for such ADP Products and Services is not bundled with Client's pricing for payroll processing services, if any, billing for the HR, Benefits, Talent, and/or Recruitment module(s) will begin on the earlier of (i) the date that the module(s) is/are available for use by Client in a production environment OR ninety (90) days from the date of the signature of this Addendum.

2. **HR & BENEFITS**.
The terms of this Section 2 shall apply only to the extent Client is receiving HR and/or Benefits products and services.
   - **A. Initial Setup Services.** Client shall promptly deliver to ADP the Client Content as defined in Section 2F below required by ADP to perform initial setup services for HR & Benefits module. Such information and materials shall be in an electronic file format specified by ADP.
   - **B. Additional Configuration.** After completion of initial setup services, ADP will make any subsequent changes to the configuration of the Client Content at Client's request, in HR & Benefits module at ADP's then current benefits maintenance fees.
   - **C. Client Review.** Upon completion of any setup services or services referenced in Section 2B above, Client shall review the Client Content included in the HR & Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in the HR & Benefits module by ADP that has been reviewed by Client.
   - **D. HIPAA Business Associate Agreement.** Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information " ("**Privacy Rule**"), Security Standards for the Protection of Electronic Protected Health Information ("**Security Rule**") and the Breach Notification for Unsecured Protected Health Information ("**Breach Notification Rule**"), the services provided under HR & Benefits are subject to additional terms and conditions located at http://www.adp.com/BAA which are incorporated herein and may be modified from time to time and as required by law.
   - **E. Carrier Connections.** If Client elects the ADP carrier connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the carrier connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections 2A and 2B above will apply to setup for the carrier connection service. Further, ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the HR & Benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Finally, Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
   - **F. Client Content.** For purposes of this Addendum, "Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) Client's trademarks, trade names, service marks, logos and designs and (iii) any other information or materials provided by Client, regardless of form (e.g., images,

graphics, text, etc.), to be included in the HR & Benefits module or any other web-based ADP Product (collectively, "**ADP Internet Services**"), whether included therein by ADP on behalf of Client as part of its setup services or directly by Client or any of its employees or plan participants. The following provisions shall apply with respect to Client Content:

i. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.

ii. Client shall be responsible for obtaining all required rights and licenses to use and display all Client Content in connection with ADP Internet Services. Client hereby grants to ADP for formatting purposes only a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the Client Content as reasonably necessary to provide ADP Products or perform the Services covered under this Agreement.

iii. Client and its employees and plan participants shall not include or provide to ADP for inclusion in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third-party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from any ADP Internet Services any Client Content which it determines in it sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.

iv. Client acknowledges that, in making ADP Internet Services available, ADP is not acting as an investment advisor, broker-dealer, insurance agent or intermediary or a financial or benefit planner. ADP is not providing any benefits or information related thereto.

G. Links to Third Party Sites. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.

H. Transmission of Data. In the event that Client requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

3. TALENT AND/OR RECRUITMENT.

The terms of this Section 3 shall apply only to the extent Client is receiving Talent and/or Recruitment products and services.

A. Use of Services. Client represents and warrants that it will use ADP Workforce Now Talent and/or Recruitment for its own hiring purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services.

B. Customized Content. Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through ADP Workforce Now Talent and/or Recruitment, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by ADP Workforce Now Talent and/or Recruitment may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own legal counsel prior to utilizing the services.

C. Sensitive Data. If Client implements the Talent and/or Recruitment products and services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

ALL MATTERS COVERED IN THIS ADDENDUM, INCLUDING CLIENT'S USE OF THE MODULE, SYSTEM, SITE AND ADP'S PROVISIONS OF HR & BENEFITS AND/OR TALENT AND RECRUITMENT SERVICES ARE SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT. IN THE EVENT OF CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS ADDENDUM AND THE AGREEMENT, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL. ALL OTHER TERMS AND CONDITIONS OF THE CLIENT'S AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. The terms defined in the Agreement governing the provision of the Services and used in this Addendum shall have the same respective meanings as set forth therein, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP AND CLIENT ACKNOWLEDGE AND AGREE TO THE FOREGOING. EACH PARTY REPRESENTS THAT IT IS DULY AUTHORIZED TO EXECUTE THIS ADDENDUM.

ADP, INC.	**Client**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADP WorkforceNow

MAJOR ACCOUNTS AGREEMENT

This Major Accounts Agreement ("**Agreement**") dated _____ (the "**Effective Date**"), is by and between _____ with offices at _____ ("**Client**") and ADP, Inc. with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 ("**ADP**") for the procurement of Services (defined in Section 1A) from ADP in accordance with this Agreement. All references herein to "Client" shall refer to Client and its affiliates receiving the Services and ADP Products (defined in section 1A) pursuant hereto. For purposes of this Agreement "**affiliate**" shall mean any individual, corporation or partnership or any other entity or organization (a "**person**") that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.

1. GENERAL TERMS

A. Services. ADP shall provide payroll, tax filing, time and attendance, human resources ("**HR**"), self-service benefits administration, talent and other data processing services, including related web hosting services (the "**Services**"), equipment, computer programs, software (other than pre-packaged third-party software), and documentation (the "**ADP Products**") all as further detailed in the description of services found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time) and in accordance with sales order(s) between Client and ADP (the "**Sales Order(s)**"). The ADP Products and Services are hosted in the United States and are for use in the United States only unless ADP otherwise consents in writing. Client acknowledges and agrees that ADP will not be deemed to be providing legal, financial, benefits, or tax advice to Client as a result of the ADP Products and Services provided herein.

B. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ADP by Client (including proof of federal, state, and local tax identification numbers). Upon receipt from ADP, whether electronically or otherwise, Client will promptly review all disbursement records and other reports prepared by ADP for validity and accuracy according to Client's records and Client agrees that it will promptly notify ADP of any discrepancies (in any case before distributing any paychecks or relying on any such disbursement records or reports). To help prevent employee fraud, ADP recommends that Client has someone other than its designated payroll contact, promptly and thoroughly review Client's disbursement reports to enable Client to spot and correct errors and inconsistencies.

C. Protection of Client Files. ADP maintains appropriate security measures to protect the personal information of Client's employees and payees consistent with applicable state and federal laws including the Massachusetts Standards for The Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00). Additionally, ADP will employ commercially reasonable storage (including backup, archive and redundant data storage, on-site and off-site) and reasonable precautions to prevent loss of or alteration to Client's data files and/or Client Content (defined in Section 1H) in ADP's possession, but ADP does not undertake to guarantee against any such loss or alteration. ADP is not, and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents containing the information delivered to ADP (including printouts or electronic copies of Client Content input into any ADP Internet Services (defined in Section 1H)).

D. Use of ADP Products and Services. ADP Products and Services include confidential and proprietary information. Client shall use the ADP Products and Services only for its internal business purposes. Client shall not provide, directly or indirectly, any of the ADP Products or Services or any portion thereof to any other party. Client shall not provide service bureau or other data processing services that make use of the ADP Products or Services or any part thereof without the express written consent of ADP. Client represents that it has verified the identity of each of its employees to whom it will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). Client shall be responsible for ensuring that its employees, plan participants and any other persons authorized by Client to access or use the Services comply with all the terms of this Agreement.

E. Compliance with Laws. Client shall not use or access the ADP Products and Services in any way that violates any applicable international, federal, state or local laws and/or regulations. Client acknowledges that the ADP Products and Services are designed to assist Client in complying with applicable laws and governmental regulations, but that Client, and not ADP, shall be solely responsible for (i) compliance with all laws and governmental regulations affecting its business, and (ii) any use Client may make of the ADP Products and/or Services (including any reports and worksheets produced in connection therewith) to assist it in complying with such laws and governmental regulations. Further, Client is responsible for complying with all applicable data protection laws and represents that it has obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP. Client will not rely solely on its use of the ADP Products and/or Services in complying with any laws and governmental regulations (including but not limited to any applicable Office of Foreign Assets Control ("**OFAC**") screening requirement). ADP will be responsible for complying with all applicable laws or governmental regulations affecting its business generally. Each party will be responsible for complying with all requirements of applicable law or regulation regarding security breaches and suspected security breaches involving personal information stored on the computer systems of such party or its subcontractors. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("**NACHA**"). ADP and Client each agree to comply with the NACHA rules applicable to it with respect to Payment Services.

F. License Rights. The right to use the ADP Products is granted to Client for the sole purpose of utilizing the Services as provided herein. Any license or right to access the ADP Products shall automatically terminate upon ADP ceasing to provide Client with related Services; provided, however, that Client shall be entitled to retain any time collection equipment that has been purchased and paid for in full by Client.

G. Online Access. Certain ADP Products or Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a "**Site**"). In

addition, Client acknowledges that security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by ADP. In order to protect Client's data, ADP may suspend Client's, Client's employees', or plan participants' use of the ADP Products or Services via the Internet immediately, without prior notice, pending an investigation, if any breach of security is suspected.

H. Client Content. "**Client Content**" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, as well as (ii) Client's trademarks, trade names, service marks, logos and designs provided by Client, (the "**Authorized Marks**"); which ADP includes, either directly as part of its setup services or through Client or any of its employees or plan participants, in any web-based ADP Product, including ADP Workforce Now™ (collectively "**ADP Internet Services**"). Client shall be solely responsible for obtaining all required rights and licenses to use and display the Client Content and for updating and maintaining the completeness and accuracy of all Client Content. Client grants ADP a right to use the Client Content for the sole purpose of performing the Services for Client. Notwithstanding, ADP may use the Client's and its employees' and participants' information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. In the event that ADP makes available branding of any materials, cards and/or websites associated with the ADP Products or Services and Client requests such branding, Client grants ADP, the card issuers and any third-party service providers designated by ADP the right to display Authorized Marks, subject to Client's right to review and approve the copy prior to the use of such Authorized Marks. This authorization shall cover the term of this Agreement and, if Client is receiving ALINE Card services, any period of ongoing use of the cards by employees after termination of this Agreement.

I. ADP Content. ADP Workforce Now is ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance. Client understands that ADP may include informational content, forms and tools, as well as banner advertisements for ADP and/or third-party products and services, on the client self-administration portion of ADP Workforce Now as well as the employee self-service portion of ADP Workforce Now. Upon written request by Client, ADP will remove banner advertisements that ADP has posted to ADP Workforce Now, which represent offers or promotions from ADP or ADP partners. The availability and use of such content, forms and tools and banner advertisements shall be subject to the online terms (the "**Online Terms**"). Client's business dealings with any third-party advertiser found on ADP Workforce Now are solely between Client and such advertiser and ADP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on ADP Workforce Now. ADP shall have no liability to Client for any third-party software that may be accessed by Client via the ADP Internet Services.

J. Self-Service. Client acknowledges that certain of the Services allow Client's employees or participants to input information into the self-service portions of the Services. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service portion of the Services. ADP shall be entitled to rely upon such information in the performance of the Services under the Agreement as if such information was provided to ADP by the Client directly. While the Services' self-service features permit employees or participants to elect to receive pay statements and tax forms electronically, it remains the responsibility of Client to ensure that employees or participants receive pay statements and tax forms as required by law.

K. No Transfer, Modification, etc. Client shall not assign, loan, sublicense, alter, modify, adapt (or cause to be altered, modified or adapted), reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, all or any portion of the ADP Internet Services or any access or use thereof. Client will not write or modify interfaces or reports to any ADP Internet Service except as expressly authorized by ADP. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM ADP WORKFORCE NOW.

L. Password Protection. Client agrees to maintain the privacy of usernames and passwords associated with ADP Internet Services. Client is fully responsible for all activities that occur under Client's password or Internet account. Client agrees to (i) immediately notify ADP of any unauthorized use of Client's password or Internet account or any other breach of security, and (ii) ensure that Client exits from Client's Internet account at the end of each session. ADP shall not be liable for any damages incurred by Client or any third party arising from Client's failure to comply with this section.

M. Links to Third-Party Sites. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.

N. Transmission of Data. In the event that Client requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

2. FEES, PAYMENTS, AND TAXES

A. Fees. Client shall pay ADP for the ADP Products and Services at the rates specified in the Sales Order (assuming no changes in requirements, specifications, volumes or quantities) for the first six (6) months after the Effective Date, or if there is a Price Agreement, for the term set forth therein (the "**Initial Period**"). Client shall pay ADP for the ADP Products and Services added by Client after the Effective Date at ADP's then prevailing prices for such ADP Products and Services. ADP may increase prices for the ADP Products and Services at any time after the Initial Period upon at least thirty (30) days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items.

B. Billing. **Payroll Processing services and any other ADP Products and/or Services bundled into the pricing for the Payroll Processing Services are billed immediately following Client's first payroll processing. If Client is obtaining ezLaborManager® or ADP Workforce Now Essential Time and Attendance, HR, Benefits and/or Talent or Recruitment and the pricing for such ADP Products and Services is not bundled with Client's pricing for Payroll Processing services, if any, billing for such ADP Products and Services will begin on the earlier of (i) the date that ADP Products and Services are available for use by Client in a production**

environment OR (ii) ninety (90) days from the Effective Date. Client will pay all invoices in full within thirty (30) days of the invoice date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client.

C. Taxes. Client shall be responsible for payment of all taxes (excluding those on ADP's net income) relating to the provision of ADP Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to ADP to evidence Client's tax exemption status is provided by Client to ADP prior to the delivery of Services.

D. Important Tax Information (IRS Disclosure). Notwithstanding Client's engagement of ADP to provide ADP Tax Services, Client is responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at www.eftps.gov ; an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. Client may contact appropriate state offices directly for details.

3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS IS PROVIDED "AS IS" AND ADP AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.

4. INTELLECTUAL PROPERTY

A. Ownership and Proprietary Rights. All ADP Products licensed to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADP Products. Client receives no rights to any ADP Products or any intellectual property of ADP or its licensors, except as expressly stated herein.

B. ADP Indemnity. Subject to the remainder of this Section 4B, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the ADP Products as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: Client shall take all reasonable steps to mitigate any potential damages which may result; Client shall promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action; and Client assists as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing ADP Product or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other products, processes or materials not supplied or directed by ADP (where the alleged infringements relates to such combination).

5. NONDISCLOSURE

All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, and (c) relating to a specific employee, to the extent such employee has consented to its release. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" shall mean: all information of a confidential or proprietary nature, including pricing and pricing related information and all personally identifiable payroll and employee-level data, provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. The obligations of ADP set forth in this Section 5 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

6. LIMITATION OF LIABILITY

A. Willful Acts, Errors and Omissions. ADP shall reimburse Client for actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees. ADP shall correct any Client report, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to Client. Additionally, if as a result of an error or omission made by ADP in performing Tax Filing Services (defined in Section 8A) hereunder, an applicable taxing authority imposes a penalty on or assesses interest against Client, ADP will (i) pay all penalties resulting from ADP's error or omission, (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by ADP. The preceding sentence will only apply if (x) Client permits ADP to act on Client's behalf in any communications and/or negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.

Notwithstanding the foregoing, Client will be responsible for all taxes, penalties, and interest charges not resulting from ADP's error or omission.

B. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to sections 4B and 6A above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for three (3) months for the affected ADP Products or Services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.

C. No Consequential Damages. NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT

A. Termination/Suspension. Subject to the terms of any Price Agreement, entered into by ADP and Client, ADP or Client may terminate this Agreement or any Service(s) provided hereunder without cause upon at least ninety (90) or thirty (30) days, respectively, prior written notice. Either party may also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event Client, its employee(s) or any other third party (i) includes in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability or (ii) wrongfully uses or accesses the ADP Products or any other systems of ADP used in the performance of its obligations under this Agreement. Additionally, Payment Services (defined in Section 8B) may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from Client as required by Section 8B; (ii) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf for any reason; (iii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account; (iv) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services; or (v) Client has any material adverse change in its financial condition. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. As such, ADP shall not be required to provide such Payment Services if ADP reasonably determines that Client presents an undue credit risk to ADP or in the event of any other termination right. If Payment Services are not terminated despite the occurrence of any of the events described above, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by Payment Services and/or ADP's fees and charges for Payment Services to ADP (x) by bank or certified check, (y) by wire transfer of immediately available funds, and/or (z) in advance of the then current schedule, as a condition to receiving further Payment Services.

B. Post-Termination. If use of any ADP Products or Services is or may be terminated by ADP pursuant to Section 7A, ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) deems appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party). If any ADP Products or Services are terminated by either party hereto, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services (including, for Tax Filing Services, all related penalties and interest) then or thereafter due; (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP to Client relating to the ADP Products or Services.

8. PAYROLL PROCESSING

The terms of this Section 8 shall apply only to the extent Client is receiving Payroll Processing products and services hereunder.

A. Payroll Processing and Tax Filing. ADP will process payroll for Client's employees and payees, deliver pay checks and related reports to Client, process direct deposits to those employees electing such service, remit payroll taxes on Client's behalf to those federal, state, and most local taxing jurisdictions designated by Client (not including the filing or depositing of excise, sales, use, corporate, or similar taxes), and file related tax returns (such remitting of payroll taxes and filing of related tax returns, the "**Tax Filing Services**"). For an additional fee, ADP will also process calendar year-end Forms W-2 for Client's employees and Forms 1099-MISC for payments to individuals that provide services to Client as independent contractors. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees.

B. Funding. If Client is receiving Payment Services (defined herein), Client shall have sufficient funds in Client's account within the deadline established by ADP to satisfy Client's third-party payment obligations in their entirety. "**Payment Services**" means any Services that require ADP, as part of such Services, to impound funds from Client's bank account to pay Client's third-party payment obligations (e.g., Tax Filing Services, Wage Garnishment Processing Services, ALINE Card, Full Service Direct Deposit Services and/or ADPCheck™ Services). ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.

C. Debits. Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit returned to ADP because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law, if less). Also, if any debit to an employee's or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to cooperate with ADP and pay the amount of such debit upon

demand and interest thereon at the rate set forth in this Section 8C. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

D. Full Service Direct Deposit (FSDD). Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

E. ADPCheck™. Client shall not distribute any ADPChecks to payees prior to the check date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early cashing fee against Client. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in such form required by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable payee is rightfully entitled. Client agrees to indemnify, defend, and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.

9. TIME AND ATTENDANCE

The terms of this Section 9 shall apply only to the extent Client is receiving time and attendance products and services (including EZLABORMANAGER®, ENTERPRISE eTIME®, AND ETIME®) hereunder.

A. Time and Attendance Products. ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "**Timeclock Equipment**"), time and attendance module or application, and related services (collectively, the "**Time Products**") described in the Sales Order. For the hosted Enterprise eTIME product only, additional license terms are available at www.adp.com/tlmlicenseterms.

B. Installation. Client shall provide and install all power, wiring and cabling required for the installation of any Timeclock Equipment. Client shall also pay an installation and setup fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.

C. Use of Timeclock Equipment and Right to Inspect. Client shall not make any alterations or attach any device not provided by ADP to the Timeclock Equipment, nor shall Client remove the Timeclock Equipment from the place of original installation without ADP's prior consent. ADP shall have the right to enter Client's premises to inspect the Timeclock Equipment during normal business hours. Title to the Timeclock Equipment shall at all times remain in ADP unless Client has chosen the purchase option and has paid ADP in full the purchase price. Except if so purchased and paid for by Client, the Timeclock Equipment is and at all times shall remain, a separate item of personal property notwithstanding its attachment to other Timeclock Equipment or real property.

D. Return of Timeclock Equipment. Upon termination or cancellation of this Agreement, Client shall, at its expense, return the Timeclock Equipment to ADP in accordance with ADP's instructions. The Timeclock Equipment shall be returned in as good condition as received by Client, normal wear and tear excepted. In the event the Timeclock Equipment is not returned within ninety (90) days, Client agrees to purchase it at the prevailing manufacturer's suggested retail price. If timely payment for the Timeclock Equipment is not made by Client, ADP shall have the right to take immediate possession of such equipment. The terms of this Section 9D shall not apply if prior to the time of such termination or cancellation Client already purchased and paid for the Timeclock Equipment in full.

E. Warranty. ADP warrants to Client that the Timeclock Equipment shall be free from defects in material and workmanship at the date such Timeclock Equipment is shipped and for ninety (90) days thereafter. ADP's sole obligation in case of any breach of any warranty contained herein shall be to repair or replace, at ADP's option, any defective items. The foregoing is the extent of ADP's liability with respect to all claims related to Timeclock Equipment, including without limitation, contract and negligence claims and shall constitute Client's sole remedy.

F. Maintenance Fees. Maintenance services for the Timeclock Equipment (set forth below in Section 9G) apply automatically to Timeclock Equipment obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

G. Maintenance Services. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Timeclock Equipment has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement and any online or shrink-wrap terms or license, or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Timeclock Equipment at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following shall not be included in the foregoing maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.

H. Upgrades. In order to keep the Time Products current, ADP may from time to time perform maintenance fixes and other upgrades to the Time Products Client is then receiving. ADP will perform these upgrades on Client's behalf for all hosted products. For non-hosted products, Client will be required to install the upgrade provided by ADP in accordance with the written notice provided to Client.

10. HR AND BENEFITS

The terms of this Section 10 shall apply only to the extent Client is receiving HR and/or Benefits products and services hereunder.

A. Initial Setup Services. Client shall promptly deliver to ADP the Client Content required by ADP to perform initial setup services. Such information and materials shall be in an electronic file format acceptable to ADP.

B. Additional Configuration. After completion of initial setup services, any subsequent changes Client requests to the configuration of the Client Content in the HR and/or Benefits module will be charged at ADP's then current benefits maintenance fees.

C. Client Review. Upon completion of any setup services or services referenced in Section 10A above, Client shall review the Client Content included in the HR and/or Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in such module by ADP.

D. HIPAA Business Associate Amendment. Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("**Privacy Rule**"), Security Standards for the Protection of Electronic Protected Health Information ("**Security Rule**") and the Breach Notification for Unsecured Protected Health Information ("**Breach Notification Rule**"), if services under the Benefits module are subject to HIPAA then such services are subject to additional terms and conditions located at http://www.adp.com/BAA which are incorporated herein and may be modified from time to time and as required by law.

E. ADP Carrier Connection®. If Client is receiving the Benefits products and services and elects the ADP Carrier Connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the Carrier Connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections 10A and 10B above will apply to setup for the Carrier Connection service. ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the Carrier Connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

11. TALENT AND RECRUITMENT

The terms of this Section 11 shall apply only to the extent Client is receiving Talent and/or Recruitment products and services hereunder.

A. Use of Services. Client represents and warrants that it will use ADP WorkforceNow Talent and/or Recruitment for its own hiring purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services.

B. Customized Content. Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through ADP WorkforceNow Talent and/or Recruitment, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by ADP WorkforceNow Talent and/or Recruitment may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own legal counsel prior to utilizing the services.

C. Sensitive Data. If Client implements the Talent and/or Recruitment products and services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

12. UNEMPLOYMENT COMPENSATION MANAGEMENT

The terms of this Section 12 shall apply only to the extent Client is receiving unemployment compensation management services hereunder.

A. UCM Services. ADP will provide the unemployment compensation management services specified in the Sales Order (collectively, the "**UCM Services**") to Client in accordance with the terms of this Agreement. ADP will use commercially reasonable efforts to deliver the UCM Services within the time periods established by the relevant unemployment compensation agencies, however, ADP does not guarantee that it will meet all such time periods.

B. Provision of Information; Contesting Claims. Client will provide ADP with all information necessary for ADP to perform the UCM Services and will provide such information in accordance with the conditions, rules and regulations as may be established or specified by ADP from time to time, or as may be set forth in manuals, material, documents or instructions relating to the UCM Services furnished by ADP to Client hereunder. The information to be provided by Client to ADP hereunder includes all necessary and accurate information from which ADP is to administer the UCM Services (including, without limitation, the claimants' names, dates, wage information and separation information, as applicable). Client will provide such information as specified in Section 12C below. Client warrants that it shall not instruct ADP to contest claims for unemployment compensation which are valid pursuant to applicable laws, regulations, and rules.

C. Transfer of Data. Client may transfer data necessary for ADP to provide the UCM Services to ADP via: (i) on-line connection between ADP and Client's computer system, (ii) inbound data transmissions from Client to ADP and (iii) magnetic tape transfer of Client data to ADP. Client will provide the data necessary to provide the UCM Services to ADP at mutually acceptable times using mutually acceptable communications protocols. Client will promptly notify ADP of the proper method of communication with Client and will advise ADP of any changes in such method. The communication lines used by Client will comply with the standards for communication lines communicated by ADP to Client from time to time.

13. MISCELLANEOUS

A. Inducement; Entire Agreement; Modification. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client.

B. Third-Party Beneficiaries. With respect to the ADP Products and Services, ADP suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under Sections 3 and 6 of this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third-party beneficiaries with respect to Sections 3 and 6 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. ADP has no obligation to any third party (including Client's employees and/or any taxing authority) by virtue of this Agreement.

C. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

D. Non-Hire. During the term of this Agreement and for the twelve (12) months thereafter, neither Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

E. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

F. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

G. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.

H. Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

I. Governing Law. This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

J. Limitation of Claims. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Client more than two (2) years after Client becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the cause of action.

K. Regulatory Notice. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

L. Use of Agents. ADP may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.

M. Conflicts Clause. In the event of a conflict between the terms of this Agreement and any additional terms, the terms of this Agreement shall control, unless an Addendum to this Agreement is executed simultaneously herewith or subsequently hereto, in which case the terms of such Addendum shall control.

N. Counterparts. This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, this Agreement is hereby executed by an authorized representative of each party hereto and shall be effective on the Effective Date set forth above.

ADP, Inc.	**CLIENT**
ADP Sales Associate _____	Client Signature _____
Name _____ (type or print)	**Name** _____ (type or print)
Title _____ Date _____	**Title** _____ Date _____

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 WITH AUTOMATIC DATA PROCESSING, INC. (ADP) FOR HUMAN RESOURCE AND PAYROLL PROCESSING SOFTWARE AND SERVICES**

G. Harold Duffey	**9/11/2013 3:01:12 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**9/18/2013 2:12:44 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**9/11/2013 3:02:32 PM**
CITY MANAGER	DATE

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

November 12, 2013

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **GLEN W.C. KAU, P.E. DIRECTOR OF PUBLIC WORKS/ MUNICIPAL UTILIES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT (PW/MU) TO FILE A NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE FOR PACIFIC STATES FOR THE CONSTRUCTION OF AN ABOVE GROUND 750,000 GALLON POTABLE WATER STORAGE RESERVOIR IN SIBRIE PARK AND RELEASE OF RETENTION FUNDS**

SUMMARY

It is recommended that the City Council:

a) Accept the contract with Pacific States as complete.
b) Authorize staff to issue the contract retention funds and close out the contract for the 750,000 gallon potable water storage reservoir.
c) Authorize staff to file the Notice of Completion with the Los Angeles County Recorder's Office.
d) Adopt the attached resolution for the subject project.

BACKGROUND

In compliance with the 2008 Water Master Plan and using Water Bond Funds, the Public Works/Municipal Utilities Department (PW/MU), engaged in a contract with Pacific States for the construction of a 750,000 gallon potable water storage reservoir located in Sibrie Park.

The Compton Municipal Utilities Department was awarded an EPA grant in the amount of $485,000.00 (Four Hundred and Eighty-Five Thousand Dollars) for construction of this project.

STATEMENT OF THE ISSUE

The project (construction of a 750,000 gallon potable water storage reservoir) was completed as of September 20, 2013. The work performed by the contractor has been accepted by the PU/MU staff and determined to be in compliance with the contract specifications.

Per the project specifications, construction retention is held back from each progress payment to insure proper contract execution.

Staff recommends that the City Council accept the project as complete and direct staff to file the appropriate Notice of Completion with the Los Angeles County Recorder's Office and release of the contractor's retention in the amount of $26,508.58 (Twenty Six Thousand Five Hundred Eight Dollars and Fifty Eight Cents).

ALTERNATIVE

There are no alternatives. The contractor has fulfilled its contractual obligations per the project specifications.

FINANCIAL IMPACT

Sufficient funds exist in Account No. 5003-000-000-2050(Retention Account) for the retention payment of $26,508.58 (Twenty Six Thousand Five Hundred Eight Dollars and Fifty Eight Cents).

RECOMMENDATION

It is recommended that City Council:

a) Adopt the attached resolution for the subject project.
b) Accept the contract with Pacific States as complete.
c) Direct staff to file the appropriate Notice of Completion with the Los Angeles County Recorder's Office.
d) Authorize staff to release the contractor's retention funds in the amount of $26,508.58.

GLEN C. W. KAU P.E.
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 PUBLIC WORKS/MUNICIPAL UTILITIES WATER DIVISION (PW/MU) TO FILE A NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE FOR PACIFIC STATES FOR THE CONSTRUCTION OF AN ABOVE GROUND 750,000 GALLON POTABLE WATER STORAGE RESERVOIR IN SIBRIE PARK AND RELEASING RETENTION FUNDS

WHEREAS, most of the City's water mains were built more than 50 years ago and are antiquated and in need of improvements; and

WHEREAS, pursuant to a review of system conditions, a multi-year prioritized Capital Improvement Project (CIP) plan of action was developed that is financed utilizing issuance of water revenue bonds; and

WHEREAS, on October 11, 2011, Resolution No. 23,403 awarded Pacific States the contract for the construction of a 750,000 gallon potable water storage reservoir in Sebrie Park; and

WHEREAS, on September 20, 2013, Pacific States completed construction of the 750,000 gallon potable water storage reservoir.

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

SECTION 1. That the construction of a 750,000 gallon potable water storage reservoir was completed by Pacific States on September 20, 2013.

SECTION 2. That the City Council hereby accepts the project as complete and authorizes staff to file the appropriate Notice of Completion with the Los Angeles County Recorder's Office and release of the contractor's 15% retention in the amount of $26,508.25 (Twenty-six Thousand, Five Hundred Eight Dollars and Twenty-five Cents).

SECTION 3. That funds to pay the fee to file the Notice of Completion are available in Account No. 5000-900-000-4249 (Special Departmental Expenses) and funds to pay the retention amount of $26,508.25 (Twenty-six Thousand, Five Hundred Eight Dollars and Twenty-five Cents) are available in Account No. 5003-000000-2050 (Retention Account).

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Public Works/Municipal Utilities and Los Angeles County Recorder's Office.

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

#14.

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 forgoing 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: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT (PW/MU) TO FILE A NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE FOR PACIFIC STATES FOR THE CONSTRUCTION OF AN ABOVE GROUND 750,000 GALLON POTABLE WATER STORAGE RESERVOIR IN SIBRIE PARK AND RELEASING RETENTION FUNDS**

<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.

November 12, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GLEN W. C. KAU, P.E. DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF BRANDON SUPPLY CORP., FOR THE FURNISING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING FUNDS BETWEEN ACCOUNTS

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Brandon Supply Corporation in the amount of $60,595 (Sixty Thousand, Five Hundred and Ninety-five Dollars) for the purchase of fire hydrants and gate valves needed by the Municipal Utilities Division.

BACKGROUND

The Public Works/Municipal Utilities Department (PW/MU) advertised for the supply and delivery of fire hydrants and gate valves. Bids were opened on August 14, 2013. PW/MU is responsible for the construction, inspection, maintenance, repairs and replacement of water mains, gate valves, fire hydrants, meter boxes and covers and providing other services and related to domestic water service throughout the City. Only one bid was received, reviewed and determined by staff that the bid submitted by Brandon Supply Corporation was responsive and responsible. The bid received were as follows:

VENDOR	AMOUNT
Brandon Supply	$60,595.00

STATEMENT OF THE ISSUE

PW/MU is responsible for the operation, maintenance and timely response for proper water system operations. It is essential to have a proper and adequate inventory available to be responsive to such situations.

ALTERNATIVE

No alternatives are identified at this time.

FINANCIAL IMPACT

Funds shall be transferred in the 2013/14 fiscal year budget as follows:

FROM:

ACCOUNT	DESCRIPTION	AMOUNT
5000-850-000-4252	MWD – Water Purchase	$60,595.00

TO:

ACCOUNT	DESCRIPTION	AMOUNT
5000-880-000-4235	Store Supplies	$60,595.00

RECOMMENDATIONS

It is recommended that City Council adopt the attached resolution.

GLEN W. C. KAU, P.E.
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 ACCEPT THE BID OF BRANDON SUPPLY CORP FOR THE FURNISING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING FUNDS BETWEEN ACCOUNTS

WHEREAS, the Public Works/Municipal Utilities Department (PW/MU) is responsible for installing and replacing fire hydrants and gate valves throughout the City; and

WHEREAS, the MU Department advertised for bids for the furnishing and delivery of fire hydrants and gate valves; and

WHEREAS, sealed bids were received on August 14, 2013 and staff reviewed all bids submitted and the results were as follows:

VENDOR	**AMOUNT**
Brandon Supply Corp	**$ 60,595.00**

WHEREAS, funds have been identified in the 2013/14 fiscal year budget and should be transferred as follow:

FROM:

ACCOUNT	**DESCRIPTION**	**AMOUNT**
5000-850-000-4252	MWD – Water Purchase	$60,595.00

TO:

ACCOUNT	**DESCRIPTION**	**AMOUNT**
5000-880-000-4235	Store Supplies	$60,595.00

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

SECTION 1. That the City Manager is authorized to accept the bid of Brandon Supply Corp in the amount of $60,595.00 (Sixty Thousand, Five Hundred and Ninety-five Dollars) for the furnishing and delivery of Fire Hydrants and Gate Values.

SECTION 2. That funds for these services will be transferred in the 2013/14 fiscal year budget as follows:

FROM:

ACCOUNT	**DESCRIPTION**	**AMOUNT**
5000-850-000-4252	MWD – Water Purchase	$60,595.00

TO:

ACCOUNT	**DESCRIPTION**	**AMOUNT**
5000-880-000-4235	Store Supplies	$60,595.00

SECTION 3. That the City Manager is hereby authorized to issue a purchase order to Brandon Supply Corp in the amount of $60,595.00 (Sixty Thousand, Five Hundred and Ninety-five Dollars) for the furnishing and delivery of fire hydrants and gate valves.

SECTION 4. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller, Brandon Supply and Public Works/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

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 to by the City Clerk at a regular meeting thereof 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: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF BRANDON SUPPLY CORP FOR THE FURNISING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING FUNDS BETWEEN ACCOUNTS**

<ManagersName> **<ManagersDate>**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

<LegalName> **<LegalDate>**
CITY ATTORNEY DATE

<ControllerName> **<ControllerDate>**
CITY CONTROLLER DATE

<CityManager> **<CityManagerDate>**
CITY MANAGER DATE

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

November 12, 2013

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

FROM: **GLEN W.C. KAU, P.E., DIRECTOR**
PUBLIC WORKS/MUNICIPAL UTILITIES DEPT.

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE SIDEWALK AND STREET EASEMENTS FOR THE COMPTON SENIOR APARTMENTS, L.P. (META HOUSING) PROJECT**

SUMMARY

This resolution accepts sidewalk and street easements for the Compton Senior Apartments, L.P. (Meta Housing) Project.

BACKGROUND

Currently, the City-owned project site consists of vacant lots and a park at the southeast corner of Arbutus Street and Tamarind Ave. (total area is approximately 1.76 acres), all as shown on the A.L.T.A/A.C.S.M. Land Title Survey Map prepared by Hahn and Associates, Inc.

Mr. Tim Soule, Senior Project Manager with Meta Housing Corporation (1640 S. Sepulveda Blvd., Suite 425 Los Angeles, CA 90025) has submitted the following documents:

- ALTA/ACSM Land Title Survey Map;
- Lot Merger including an exhibit map, legal description and Certificate of Acceptance;
- Easement Deed - including an exhibit map and legal description - for dedication of certain portions of the project for sidewalk and street purposes; and Certificate of Acceptance.

The City's consultant, Willdan Engineering has checked the documents and recommended for approval.

Meta Housing Corporation requests the proposed Lot Merger and Easement Deed be accepted by the City of Compton in order to complete the Compton Senior Apartment Project.

STATEMENT OF THE ISSUE

According to the California Subdivision Map Act, Division 2 Article 3, Dedications (66475 et seq.), the easement dedication shall be approved by the City Council.

The proposed Lot Merger will be processed separately by the City's Planning and Economic Development Department.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

RECOMMENDATION

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

GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

Attachments:
- Resolution
- ALTA/ACSM Land Title Survey Map
- Exhibit “1” Lot Merger
- Exhibit “2” Street & Sidewalk Dedication
- Easement Deed Front Sheet

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SIDEWALK AND STREET EASEMENTS FOR THE COMPTON SENIOR APARTMENTS, L.P. (META HOUSING) PROJECT

WHEREAS, currently, the City-owned project site consists of vacant lots and a park, located at the southeast corner of Arbutus Street and Tamarind Avenue. The total acreage for the property approximates 1.76 acres, as shown per the attached American Land Title Association/American Congress on Surveying and Mapping (ALTA/ACSM) Land Title Survey Map prepared by Hahn and Associates, Inc.; and

WHEREAS, Mr. Tim Soule, Senior Project Manager with Meta Housing Corporation (1640 S. Sepulveda Blvd., Suite 425 Los Angeles, CA 90025) has submitted the following documents:

- ALTA/ACSM Land Title Survey Map;
- Easement Deed - including an exhibit map and legal description - for dedication of certain portions of the project for sidewalk and street purposes; and Certificate of Acceptance; and

WHEREAS, the City's Consultant Willdan Engineering has reviewed the documents and recommended for approval; and

WHEREAS, Meta Housing Corporation requests the Easement Deed be accepted by the City of Compton in order to complete the Compton Senior Apartment Project; and

WHEREAS, the proposed Lot Merger will be processed separately by the City's Planning and Economic Development Department; and

WHEREAS, according to the California Subdivision Map Act, Division 2, the easement dedication shall be approved by the City Council; and

WHEREAS, there is no fiscal impact associated with the recommended action.

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

SECTION 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to accept and execute the Easement Deed and related documents.

SECTION 2. That certified copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, Successor Agency, Planning and Economic Development and Public Works Department.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest 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 Goodwin, 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 MEMBER (S)
NOES: COUNCIL MEMBER (S)
ABSENT: COUNCIL MEMBER (S)
ABSTAIN: COUNCIL MEMBER (S)

_____
CITY CLERK OF THE CITY OF COMPTON

Exhibit A
DEDICATION LEGAL DESCRIPTIONS

PARCEL 1 (STREET PURPOSES)

THAT PORTION OF LOTS 7 AND 8 IN BLOCK 7 OF WRIGHTS ADDITION TO COMPTON, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 55, MISCELLANEOUS RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8; THENCE ALONG THE EASTERLY LINE OF SAID LOT 8 NORTH 03°16'00 WEST, 32.48 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF CARSON PLACE, 40 FEET WIDE, AS IT CURRENTLY EXISTS; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 8, SOUTH 89°51'30" WEST, 20.50 FEET; THENCE NORTH 32°20'43" WEST, 5.32 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 8, SOUTH 89°51'30" WEST, 24.70 FEET; THENCE SOUTH 26°46'00' WEST, 5.05 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 8, SOUTH 89°51'30" WEST, 6.10 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 42.17 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°54'12 AND ARC LENGTH OF 22.01 FEET; THENCE SOUTH 59°57'18" WEST, 44.98 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 33.05 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°54'12 AND ARC LENGTH OF 17.25 FEET, TO A POINT OF TANGENCY WITH THE SOUTHERLY LINE OF SAID LOT 7 A RADIAL LINE TO SAID POINT BEARS SOUTH 00°08'30" EAST; THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 7 AND 8 NORTH 89°51'30" EAST, 134.68 FEET TO THE POINT OF BEGINNING.

AREA OF PARCEL 1 IS 3,257 SQUARE FEET, MORE OR LESS
SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL 2 (SIDEWALK PURPOSES)

THAT PORTION OF LOT 7 IN BLOCK 7 OF WRIGHTS ADDITION TO COMPTON, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 55, MISCELLANEOUS RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 03°16'00" WEST ALONG THE WESTERLY LINE OF SAID LOT 7, 21.67 FEET; THENCE SOUTH 46°08'27" EAST, 30.60 FEET TO THE SOUTHERLY LINE OF SAID LOT 7; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 7 SOUTH 89°51'30"WEST 20.46 FEET TO THE POINT OF BEGINNING.

AREA OF PARCEL 2 IS 221 SQUARE FEET, MORE OR LESS
SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL 3 (STREET PURPOSES)

THAT PORTION OF LOTS 9 AND 10, IN BLOCK "L" OF TRACT 3765, IN THE CITY OF COMPTON, AS PER MAP RECORDED IN BOOK 41, PAGES 88 AND 89 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 9, SAID POINT BEING NORTH 89°51'30" EAST, 18.43 FEET FROM THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 33°16'00 EAST 4.78"; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOTS 9 AND 10, NORTH 89°51'30" EAST 24.77 FEET; THENCE NORTH 26°46'09" EAST, 4.48 FEET TO THE NORTHERLY LINE OF SAID LOT 10; THENCE ALONG THE NORTHERLY LINE OF SAID LOTS 10 AND 9 SOUTH 89°51'30" WEST, 29.41 FEET TO THE POINT OF BEGINNING.

AREA OF PARCEL 3 IS 108 SQUARE FEET, MORE OR LESS
SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.



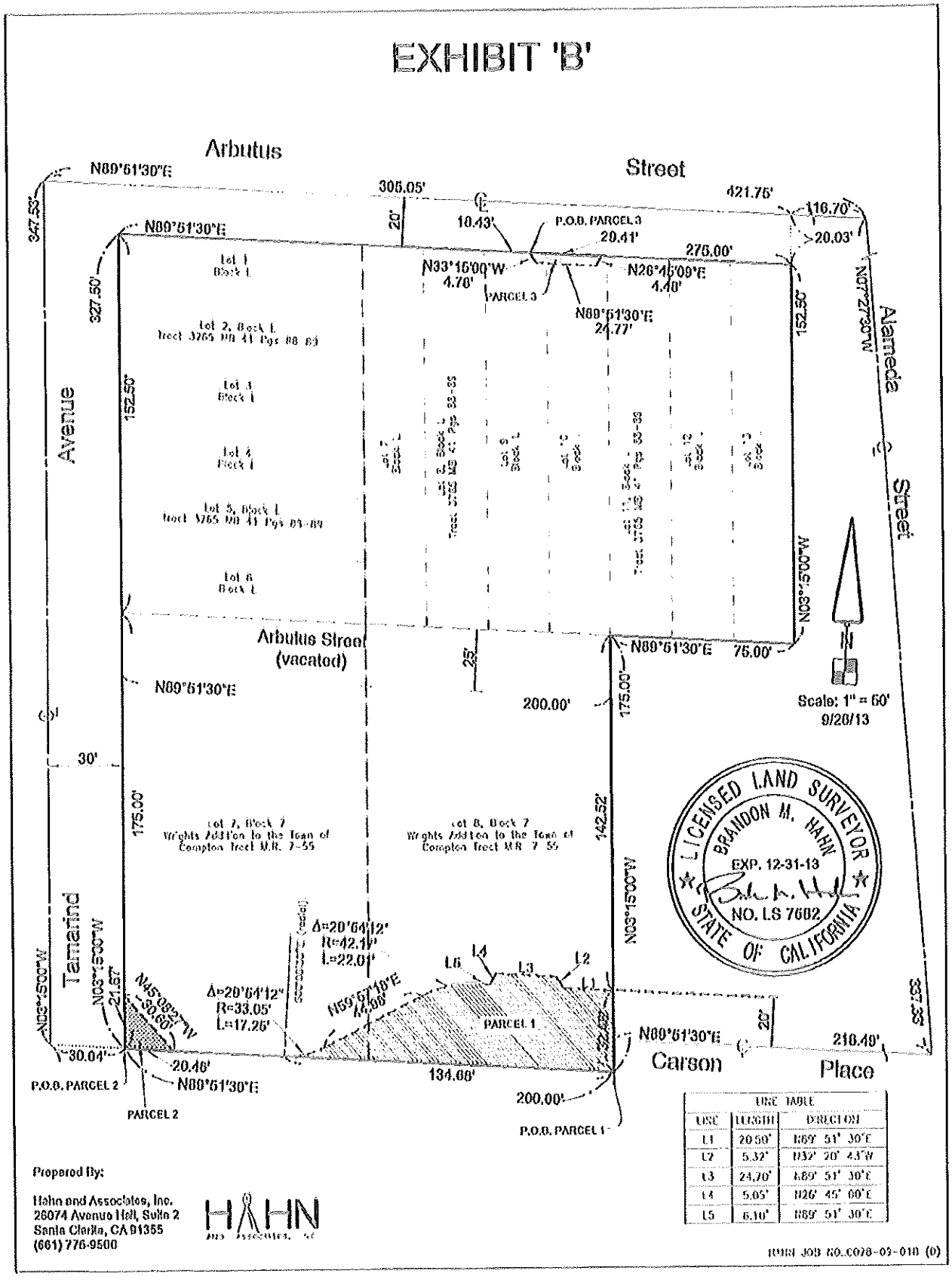
Prepared by:

10/02/2013

Brandon M. Hahn, PLS 7582
Hahn and Associates, Inc.

#16.

EXHIBIT 'B'



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	20.59'	N89° 51' 30"E
L2	5.32'	N32° 20' 43"W
L3	24.70'	N89° 51' 30"E
L4	5.05'	N26° 45' 00"E
L5	6.10'	N89° 51' 30"E

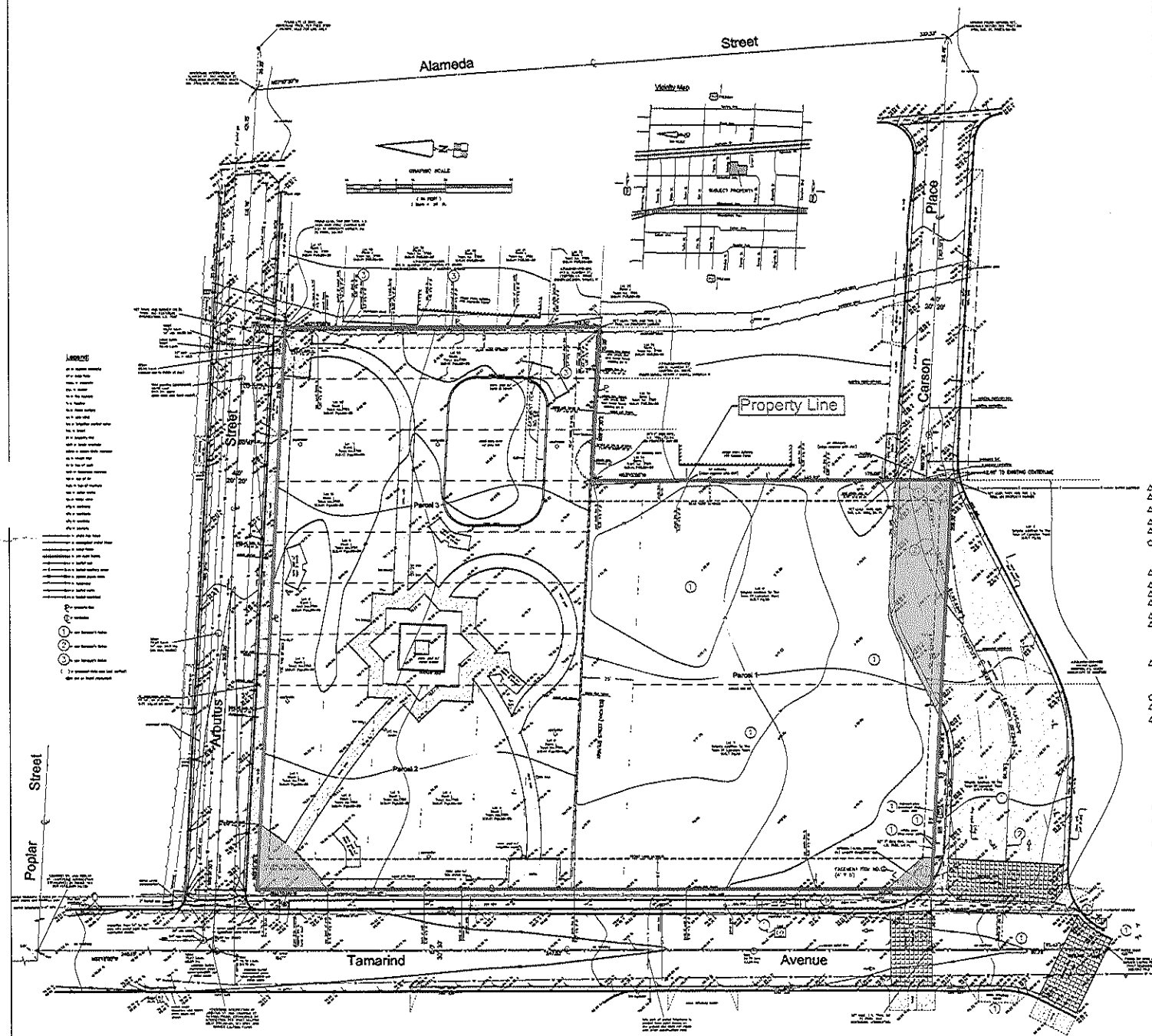
Prepared By:

Hahn and Associates, Inc.
26074 Avenue Hall, Suite 2
Santa Clarita, CA 91355
(661) 776-9500

HAHN and Associates, Inc.

HAHN JOB NO. C078-03-010 (0)

A.L.T.A. / A.C.S.M. Land Title Survey



Date of Survey:

Site Address:

A.P.N.:

Flood Zone:

General:

Basis of Bearings:

Boundary:

Area:

Utilities:

Zoning Information:

Bench Mark:

A.L.T.A. Main Language Commitment For Title Insurance (2016):

Legal Description Per PTR:

Exceptions Per PTR:

Exceptions Legend:

Surveyor's Notes:

Surveyor's Certificate:

Survey Prepared By:
Hahn and Associates, Inc.
28074 Avenue Hall, Suite 2
Santa Clarita, CA 91355
(661) 775-8800

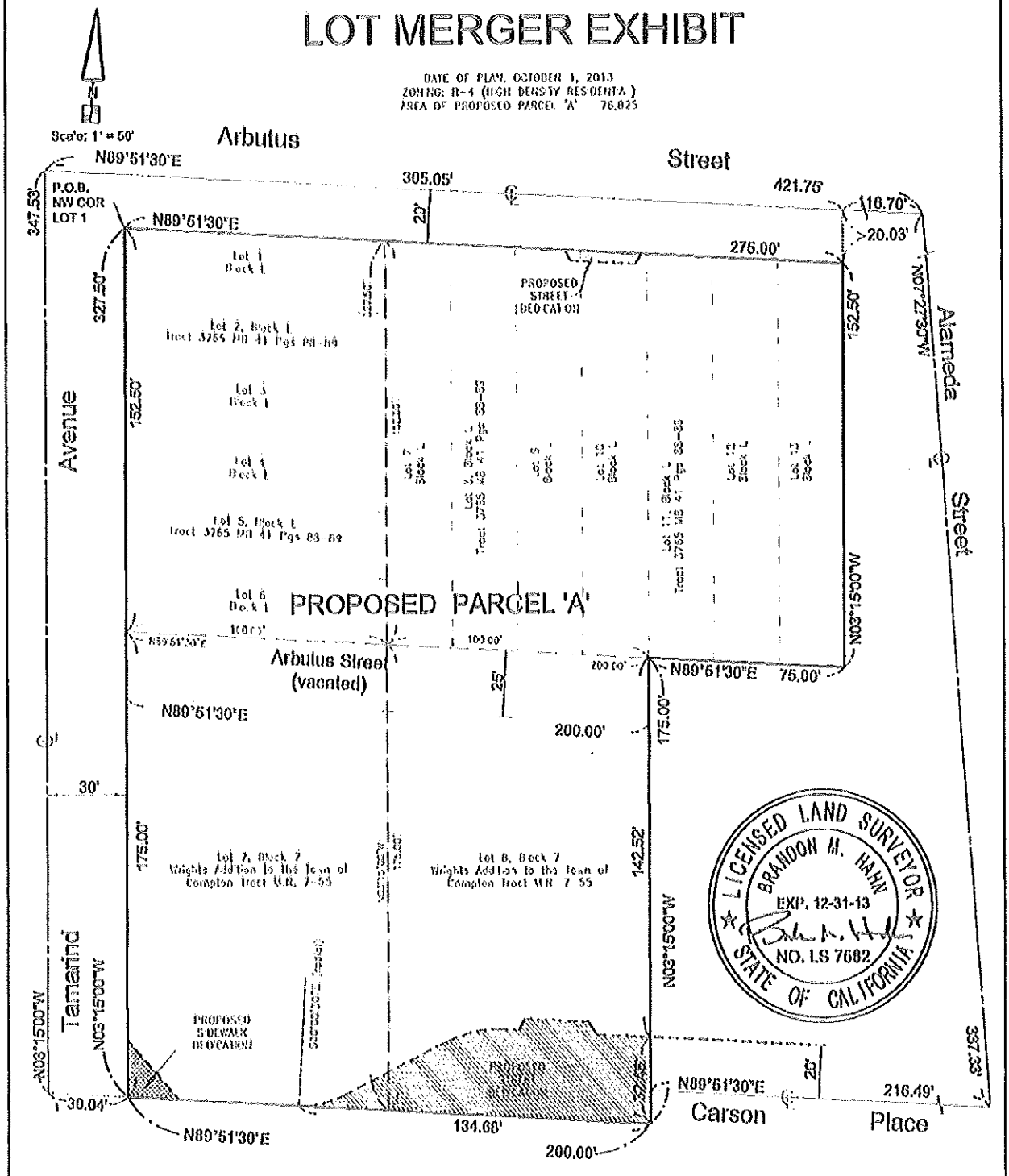
Survey Prepared For:
Meta Housing Corporation
1640 Sepulveda Blvd., 1
Los Angeles, CA 90025
(310) 575-3843

HAHN AND ASSOCIATES, INC.

#16.

LOT MERGER EXHIBIT

DATE OF PLAN: OCTOBER 1, 2013
ZONING: R-4 (HIGH DENSITY RESIDENTIAL)
AREA OF PROPOSED PARCEL 'A' 76,025



Legend:
Boundary of Merged Parcels
Lot Lines Being Merged

Prepared By:
Hahn and Associates, Inc.
26074 Avenue Hall, Suite 2
Santa Clarita, CA 91355
(661) 775-9500

HAHN AND ASSOCIATES, INC.

HAHN JOB NO. 0078-09-018 (0)

#16.

EXHIBIT 'A'

LEGAL DESCRIPTION OF MERGED PARCELS

PARCEL A

LOTS 1 THROUGH 13 INCLUSIVE, IN BLOCK "L" OF TRACT 3765, IN THE CITY OF COMPTON, AS PER MAP RECORDED IN BOOK 41, PAGES 88 AND 89 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH LOTS 7 AND 8 IN BLOCK 7 OF WRIGHTS ADDITION TO COMPTON, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 55, MISCELLANEOUS RECORDS OF SAID COUNTY; TOGETHER WITH THE SOUTHERLY 26 FEET OF ARBUTUS STREET, VACATED, ADJOINING SAID LAND ON THE NORTH AND BOUNDED ON THE EAST BY THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 8, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK L, NORTH 89°51'30" EAST, 275.00' TO THE NORTHEAST CORNER OF SAID LOT 13, BLOCK L; THENCE ALONG THE EASTERLY LINE OF SAID LOT 13, BLOCK L SOUTH 3°15'00" EAST, 162.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13, BLOCK L; THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 11, 12 AND 13, BLOCK L, SOUTH 89°51'30" WEST, 75.00' TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 8, BLOCK 7; THENCE SOUTHERLY ALONG SAID PROLONGATION SOUTH 3°15'00" EAST, 175.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK 7; THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 7 AND 8 OF BLOCK 7, SOUTH 89°51'30" WEST, 200 00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 7; THENCE ALONG THE WESTERLY LINE OF SAID LOT 7, BLOCK 7 AND THE WESTERLY LINE OF LOTS 1 THRU 6, BLOCK L, NORTH 3 ° 15' 00" WEST, 327.50 FEET TO THE POINT OF BEGINNING.

AREA: 76,825 SQUARE FEET; 1.76 ACRES (MORE OR LESS)

SEE EXHIBIT "LOT MERGER EXHIBIT" ATTACHED HERETO AND MADE A PART HEREOF.



Prepared by:

Brandon M. Hahn 10/01/2013

Brandon M. Hahn, PLS 7682
Hahn and Associates, Inc.

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that interests in real property conveyed to the City of Compton by that certain "Easement Deed" dated _____, 2013, executed by Compton Senior Apartments, L.P. is hereby accepted by the undersigned officer on behalf of the City of Compton pursuant to the authority conferred by action of the City Council of the City of Compton on November 12, 2013, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: November ___, 2013

By: _____
Print Name: _____
Title: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

A.P.N. 6166-010-901,902,904 **SPACE ABOVE THIS LINE FOR RECORDER'S USE**

THIS IS TO CERTIFY THAT THIS DOCUMENT IS PRESENTED FOR RECORDING BY THE CITY OF COMPTON UNDER GOVERNMENT CODE 27383 AND IS ALSO EXEMPT FROM PAYMENT OF DOCUMENTARY TRANSFER TAX

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned does hereby GRANT to the **CITY OF COMPTON**, a municipal corporation, easements for street purposes and sidewalk purposes and all incidents thereto, over the real property in the City of Compton, County of Los Angeles, State of California, described as:

See Exhibits "A" and "B" attached hereto and by this reference made a part hereof.

The City of Compton

By: _____	By: _____	By: _____
Signature	Signature	Signature
_____	_____	_____
Name, Typed or Printed	Name, Typed or Printed	Name, Typed or Printed
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date
Address:	Address:	Address:
_____	_____	_____
_____	_____	_____

ALL SIGNATURES MUST BE NOTARIZED.
ATTACH ACKNOWLEDGMENTS AS REQUIRED.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SIDEWALK AND STREET EASEMENTS FOR THE COMPTON SENIOR APARTMENTS, L.P. (META HOUSING) PROJECT**

Glen Kau	**10/23/2013 5:10:27 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**10/29/2013 9:57:52 AM**
CITY CONTROLLER	DATE
Terrance C. Davis	**10/24/2013 11:43:20 AM**
CITY MANAGER	DATE

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

November 12, 2013

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THEBOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING AN "ESTOPPEL AND SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT" BETWEEN COMPTON SENIOR APARTMENTS, L.P. AND THE CITY OF COMPTON FOR THE DISPOSITION OF CERTAIN PROPERTY IN CONNECTION WITH A PROPOSED SENIOR RESIDENTIAL DEVELOPMENT LOCATED IN THE NORTH DOWNTOWN MASTER PLAN AREA**

SUMMARY

Staff respectfully requests the Board of Director to approve the above-referenced "Estoppel and Second Amendment to Disposition and Development Agreement" between Compton Senior Apartments, LP (Meta Housing) and the City of Compton acting as the successor to the Housing Assets and functions of the former Community Redevelopment Agency of the City of Compton ("Second Amendment") for disposition of certain property (a housing asset) located in the North Downtown Master Plan area.

BACKGROUND

In accordance with its strategic and aggressive efforts to stimulate private sector investment into the community to expand the City's tax base and to create affordable housing, the City as Successor to the housing assets of the Community Redevelopment Agency (Agency) has continuously sought out prestigious and accomplished developers as partners in the development of affordable housing in Compton.

In June 2009, the Agency approved the Meta Housing project and entered into a Disposition and Development Agreement with Compton Senior Apartments L.P. for the project (the "DDA"). The Meta Housing development is a proposed 75-unit senior citizen development on the southeast corner of Tamarind Avenue and Carson Place within the North Downtown Specific/Master Plan area. The proposed development will consist of fifteen (15) two-bedroom units with an average size of 775 square feet and sixty (60) one-bedroom units with average of 563-567 square feet per unit. The building will be a three (3) story building and incorporate numerous "Green" and "Environmentally friendly" development features. The rents will be from $481 to $961 for the senior housing units will be set at a fixed rate not to exceed the low-income limits determined by the U.S. Department of Housing and Urban Development (HUD).

On March 20, 2012, the Agency executed a First Amendment to Disposition and Development Agreement to provide an additional twelve (12) months for closing and reconveyance of a deed of trust and to change the name in the DDA from the former Community Redevelopment Agency to the City as successor to the Agency's housing assets.

STATEMENT OF THE ISSUE

This Second Amendment will: (i) Sections 1 and 2 of the Second Amendment include statements by the City typically required by developers and their lenders (including that the developer is not in default under the DDA and the DDA has not been modified except for the First Amendment to DDA) and this is required of the City under Section 8.12 (Further Assurances) of the DDA, and staff has determined that the statements are correct; (ii) add provisions to the DDA that are typically required by tax credit investors (including a right to remove the general partner of the developer if required by the developer's partnership agreement, subject to reasonable consent of the City, and a right for the tax credit investor to receive notices of default and cure any default), and such changes are also required of the City under said Section 8.12; (iii) add a revised Financing Plan (Exhibit I to the DDA) reflecting the new loans for the project – a $2,562,250 loan from the Housing Authority of the county of Los Angeles ("HACLA") and an AHP loan of $740,000, and otherwise updating the Financing Plan (which shows sufficient funds to complete the costs of the development shown on the budget); (iv) reducing the City's share of residual receipts from 50% to 30.84% due to the need to give a percentage of residual receipts to HACLA in order to obtain their new loan; and (v) provide that reserve funds required by the DDA will be held by the senior lender (Citibank), which is typically required by such senior lenders.

In addition to the Second Amendment, the developer has requested that the City approve: (i) acceptance of a quitclaim deed from Southern California Edison ("SCE") to the City (entitled Quitclaim Easement, dated February 15, 2013) in order to extinguish (by merger of title) a 1957 utility easement – Southern California SCE and the title company have agreed to this and Edison has already executed the quitclaim and delivered it to escrow; (ii) acceptance of a street and sidewalk easement required to be dedicated to the City as a condition of approval to the project Conditional Use Permit ("CUP"); (iii) giving or confirming that from City Manager has the authority to sign (on behalf of the City, as the City and/or as successor to the Agency's housing assets, as applicable) all documents necessary to close the DDA transaction, including certificates of acceptance and subordination agreements required by other lenders in order to close their loans.

FISCAL IMPACT

There should be no fiscal impact to the City's General Fund. The percentage of residual receipts to be paid to the City under its loan as housing successor is being reduced (in order to facilitate other necessary financing, as described above), but the $4,125,000 City loan still accrues interest at 3% per annum and comes due 55 years after completion of the project.

RECOMMENDATION

Staff respectfully recommends and requests the Board of Director approve (i) the Second Amendment between Compton Senior Apartments, LP (Meta Housing) and the City of Compton

acting as the successor to the Housing Assets and functions of the former Community Redevelopment Agency of the City of Compton; (ii) accepting the quitclaim deed from SCE; (iii) accepting the street and sidewalk easement; and (iv) that the City Manager have the authority to sign all documents on behalf of the City and on behalf of the City as successor to housing assets that may be necessary or convenient to close the transaction described in the DDA.

CRAIG CORNWELL
CITY ATTORNEY

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS SUCCESSOR IN INTEREST TO THE HOUSING ASSETS AND FUNCTIONS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING AN "ESTOPPEL AND SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT" BETWEEN COMPTON SENIOR APARTMENTS, L.P. AND THE CITY OF COMPTON FOR THE DISPOSITION OF CERTAIN PROPERTY IN CONNECTION WITH A PROPOSED SENIOR RESIDENTIAL DEVELOPMENT LOCATED IN THE NORTH DOWNTOWN MASTER PLAN AREA

WHEREAS, the Community Redevelopment Agency of the City of Compton ("Agency") was dissolved on February 1, 2012 pursuant to Part 1.85 of AB X1 26 of the California legislature, and Health and Safety Code Section 34176(a) (as contained in Part 1.85 of AB X1 26) provides that (i) a city that created a redevelopment agency may elect to retain the housing assets and functions previously performed by the redevelopment agency, and (ii) if a city so elects to retain the responsibility for performing housing functions previously performed by a redevelopment agency, all rights, powers, duties, and obligations, excluding any amounts on deposit in the Low and Moderate Income Housing Fund, shall be transferred to the city; and

WHEREAS, the City, by its Resolution No. 23,498, adopted on February 28, 2012, elected to retain the housing assets and functions previously performed by the Agency, as provided in Health and Safety Code Section 34176(a); and

WHEREAS, Compton Senior Apartments L.P. (the "Developer") and the Agency entered into a Disposition and Development Agreement dated June 1, 2009 (the "DDA") for the acquisition of land that is a housing asset for the purpose of constructing a low/mod senior housing project; and

WHEREAS, on March 20, 2012, the Commission amended the DDA to provide an additional twelve (12) months for closing, reconveyance of a deed of trust, and to change the name from the former Community Redevelopment Agency to the City as housing successor; and

WHEREAS, the Developer has proposed that the City approve an Estoppel and Second Amendment to Disposition and Development Agreement (the "Second Amendment") in order to facilitate additional financing for the project (which necessitates the percentage of residual receipts payable to the City under the City loan described in the DDA), and the Developer also desires that the City accept a street and sidewalk easement required by the conditions of approval for the conditional use permit for the project (the "Easement Dedication"), accept a quitclaim from Southern California Edison of a utility easement (in order to extinguish the easement) (the "SCE Quitclaim"), and confirm that the City Manager will have the authority to sign all documents necessary to close the transactions described in the DDA (including subordination agreements required by other project lenders).

NOW, THEREFORE, THE CITY COUNCIL ACTING ON BEHALF OF THE CITY AS SUCCESSOR TO THE HOUSING ASSETS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, AND ALSO ACTING AS THE CITY, HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Council approves the Second Amendment, accepts the Easement Dedication and SCE Quitclaim, and gives the City Manager the authority to execute all documents necessary or convenient to close the transaction described in the DDA (including, without limitation, subordination agreements and certificates of acceptances).

Section 2. That the City Council approves the Certificate of Acceptance for the quitclaim deed from Southern California Edison (in order to extinguish a utility easement).

Section 3. That the City Council authorizes the City Manager to execute any and all documents necessary or convenient to effectuate the transaction described in the DDA (including subordination agreements required by other lenders to the project) or necessary or convenient to effectuate/satisfy any conditions of approval to the conditional use permit for the project.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, Successor Agency, City Attorney, City Controller, and City Clerk.

Section 5. That the Mayor shall sign and the 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 the 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 -

_____
CITY CLERK OF THE CITY OF COMPTON

RICHARDS | WATSON | GERSHON
ATTORNEYS AT LAW – A PROFESSIONAL CORPORATION

355 South Grand Avenue, 40th Floor, Los Angeles, California 90071-3101
Telephone 213.626.8484 Facsimile 213.626.0078

DRAFT

richard richards (1916–1988)
glenn r. watson (1917–2010)
harry l. gershon (1922–2007)

steven l. dorsey
william l. strausz
mitchell e. abbott
gregory w. stepanicich
rochelle browne
quinn m. barrow
carol w. lynch
gregory m. kunert
thomas m. jimbo
robert c. ceccon
steven h. kaufmann
kevin g. ennis
robin d. harris
michael estrada
laurence s. wiener
steven r. orr
b. tilden kim
saskia t. asamura
kayser o. sume
peter m. thorson
james l. markman
craig a. steele
t. peter pierce
terence r. boga
lisa bond
janet e. coleson
roxanne m. diaz
jim g. grayson
roy a. clarke
william p. curley iii
michael f. yoshiba
regina n. danner
paula gutierrez baeza
bruce w. galloway
diana k. chuang
patrick k. bobko
norman a. dupont
david m. snow
lolly a. enriquez
kirsten r. bowman
ginetta l. giovinco
trisha ortiz
candice k. lee
jennifer petrusis
steven l. flower
amy greyson
deborah r. hakman
d. craig fox
maricela e. marroquin
gena m. stinnett
toussaint s. bailey
serita r. young
shiri klima
diana h. varat
sean b. gibbons
julie a. hamill
andrew j. brady
aaron c. o'dell
byron miller
amanda l. stein
spencer b. kallick
patrick d. skahan
stephen d. lee

of counsel
mark l. lamken
sayre weaver
teresa ho-urano

san francisco office
telephone 415.421.8484

orange county office
telephone 714.990.0901

temecula office
telephone 951.695.2373

SELLER'S ESCROW INSTRUCTIONS

November _____, 2013

VIA EMAIL/PDF (W/O ENCLS.) / VIA FEDEX TO ESCROW (W/ENCLS.)

Fidelity National Title Company
915 Wilshire Boulevard, Suite 1920
Los Angeles, CA 90017
Attn: Bobbie Purdy, Escrow Officer

Fidelity National Title Company
1300 Dove Street, Suite 310
Newport Beach, CA 92660
Attn: Patty Porter, Title Officer

Re: Escrow and Order No. 002-2303-1897

Ladies and Gentlemen:

This letter constitutes the escrow instructions of the CITY OF COMPTON, as successor to the housing assets of the Community Redevelopment Agency ("**City**"), in connection with the sale by the City to COMPTON SENIOR APARTMENTS, L.P., a California limited partnership ("**CSA**") of the land described in the pro-forma lender's title policy attached hereto as Exhibit "A" (the "**City Property**"), pursuant to a Disposition and Development Agreement dated June 1, 2009 between City and CSA, as amended by a First Amendment to Disposition and Development Agreement dated March 20, 2012 and a Second Amendment to Disposition and Development Agreement dated [November 5,] 2013 (the "**DDA**").

1. DOCUMENTS.

The following executed and acknowledged documents (or counterparts thereof) are enclosed or will be independently delivered to you:

(i) Grant Deed executed by the City (the "**City Deed**");

(ii) Quitclaim Easement executed by Southern California Edison in favor of the City ("**Edison Quitclaim Deed**");

(iii) Certificate of Acceptance for Quitclaim Deed, executed by the City;

(iv) Subordination and Intercreditor Agreement executed by the City and Citibank N.A. and acknowledged (the "**Citibank Subordination**");

(v) [Subordination Agreement] executed by the Housing Authority of the County of Los Angeles and City and acknowledged (the "**County Subordination**");

(vi) [Subordination Agreement] executed by _____ and City and acknowledged (the "**AHP Subordination**"); and

[NOTE: PRIORITY ORDER IS: (1) CITIBANK; (2) HOUSING AUTHORITY (COUNTY); (3) CITY; (4) AHP (CITIBANK/BANAMEX); CITY DEED OF TRUST, REGULATORY AGREEMENT AND NOTICE OF RESTRICTIONS ARE TO BE SUBORDINATED TO THE DEED OF TRUST AND THE REGULATORY AGREEMENT IN FAVOR OF THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES; THE DEED OF TRUST AND REGULATORY AGREEMENT IN FAVOR OF AHP (CITIBANK, N.A./BANAMEX) ARE TO BE SUBORDINATED TO THE CITY'S DEED OF TRUST, REGULATORY AGREEMENT AND NOTICE OF RESTRICTIONS.]

(vii) a Compton Senior Apartment Regulatory Agreement executed by CSA and City and acknowledged (the "**City Regulatory Agreement**");

(viii) [DESCRIBE TAX CREDIT REGULATORY AGREEMENT];

(ix) [DESCRIBE COUNTY REGULATORY AGREEMENT];

(x) [DESCRIBE AHP REGULATORY AGREEMENT];

(xi) A Notice of Affordability Covenants executed by City and CSA and acknowledged (the "**City Notice**");

(xii) A Restated Receipts Promissory Note in the amount of $4,125,000 executed by CSA in favor of City (the "**CSA/City Note**");

(xiii) A Completion Guarantee executed by Meta Housing Corporation in favor of the City (the "**Meta Guaranty**");

(xiv) A Deed of Trust, Security Agreement and Fixture Filing (With Assignment of Rents) executed by CSA in favor of City and acknowledged (the "**CSA/City Deed of Trust**");

(xv) [DESCRIBE CITIBANK DEED OF TRUST] ("**Citibank Deed of Trust**");

(xvi) [DESCRIBE AHP DEED OF TRUST] ("**AHP Deed of Trust**");

(xvii) [DESCRIBE COUNTY DEED OF TRUST] ("**County Deed of Trust**");

(xviii) Termination of Recorded Conditional Use Permit, executed by the City and acknowledged ("**CUP Termination**");

(xix) FIRPTA Affidavit executed by CSA ("**Firpta Affidavit**");

(xx) California FTB Form 590-C executed by CSA ("**590 Form**"); and

(xxi) [insurance certificates from CSA evidencing the insurance required under the DDA (the "**Insurance Certificates**").]

2. FUNDS.

2.1. You hereby acknowledge that City has deposited [$1,125,000] into Escrow No. 002-2303-1897 [INTEREST?].

2.2. You will be receiving tax credit equity funds in the amount of $1,248,253 (the "**Tax Credit Funds**").

2.3. [OTHER?]

3. CLOSING INSTRUCTIONS. Provided that all of the conditions set forth in Section 4 (below) have been satisfied, you shall:

3.1. Collate the signature pages and acknowledgments from counterpart originals of any documents delivered by, or on behalf of, the City and CSA.

3.2. Record the documents described in Section 1 in the Official Records of Los Angeles County, California (the "**Official Records**") in the following order:

(i) Edison Quitclaim Deed;

(ii) CUP Termination;

(iii) City Deed;

(iv) Citibank Deed of Trust;

(v) Citibank Subordination;

(vi) County Deed of Trust;

(vii) County Subordination;

(viii) City Deed of Trust;

(ix) City Regulatory Agreement;

(x) City Notice;

(xi) AHP Subordination;

(xii) AHP Deed of Trust;

(xiii) AHP Regulatory Agreement;

(xiv) _____ [?]

3.3. Disburse the City Funds and Tax Credit Funds to CSA in accordance with the Preliminary Settlement Statement initialed by CSA and by Michael Antwine of the City.

3.4. Deliver the Insurance Certificates to the City in care of the undersigned.

4. CONDITIONS PRECEDENT TO CLOSING. You are hereby authorized to record the documents in the Official Records when and only when:

4.1. You have in your possession the documents described in Section 1 (or counterparts thereof), fully executed and acknowledged and in recordable form where applicable.

4.2. You have received the Tax Credit Funds [and _____].

4.3. You have received a preliminary settlement statement executed (or initialed) by CSA and the City providing for, among other things, the payment of fees and premiums charged and expenses incurred by you (the "**Preliminary Settlement Statement**").

4.4. You are irrevocably committed to issue an ALTA lender's police in the amount of $4,125,000 to City (at the cost of CSA) insuring the City Deed of Trust

in the form of (and subject only to the exceptions in) the pro-forma title policy attached hereto as **Exhibit "A"** (the "**Title Policy**").

4.5. You have telephoned and received oral advice from the undersigned that all other conditions to closing required by the City to be fulfilled outside of the referenced escrow have been fulfilled to the satisfaction of the City [CITY/MICHAEL ALSO, OR INSTEAD?].

5. OTHER MATTERS.

5.1. You shall notify the undersigned when you have received confirmation that the documents have been recorded in the Official Records.

5.2. You shall deliver to the undersigned a copy of each of the recorded documents, showing recording information, and originals of the CSA/City Note, the Meta Guaranty, the Insurance Certificates, Firpta Affidavit and Form 590 within _____ (___) days after the closing date to the City c/o Michael Antwine, City of Compton, 205 S. Willowbrook Avenue, Compton, CA 90220, with copies to the undersigned.

5.3. Payment of all title insurance premiums, escrow fees, recording fees, taxes and any other fees, costs and expenses which may be incurred in connection with the sale of the City Property are to be paid by in accordance with the Preliminary Settlement Statement. Please note that this transaction should be exempt from recording charges.

5.4. If you cannot comply with all of the foregoing by 4:00 p.m. on [November 19, 2013], you are not authorized to record any documents or deliver any funds; in such event, you shall call the undersigned without delay.

5.5. These instructions may be changed or revoked at any time by oral instructions from the undersigned, to be followed by written confirmation.

5.6. Your recordation of any documents in the Official Records shall be deemed acceptance of these instructions by you and your irrevocable agreement to comply therewith; however, we request that you sign and return (via email/pdf to bgalloway@rwglaw.com) a copy of this letter indicating its acceptance of and agreement to comply with all of the instructions set forth in this letter.

Very truly yours,

Bruce Galloway
of Richards, Watson & Gershon
Counsel to City

cc: Mr. Michael Antwine (by PDF)

ACKNOWLEDGMENT AND AGREEMENT

The undersigned acknowledges and agrees that (1) the persons executing this Acknowledgment and Agreement on behalf of Fidelity National Title Company as escrow agent and title insurer are duly authorized to do so; and (2) Fidelity National Title Company will act in accordance with the foregoing escrow instructions.

FIDELITY NATIONAL TITLE COMPANY

By:_____
Bobbie Purdy, Escrow Officer

By:_____
Patty Porter, Title Officer

Dated: November ___, 2013

EXHIBIT "A"

PRO-FORMA LENDER'S TITLE POLICY

(Attached).

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS SUCCESSOR IN INTEREST TO THE HOUSING ASSETS AND FUNCTIONS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING AN "ESTOPPEL AND SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT" BETWEEN COMPTON SENIOR APARTMENTS, L.P. AND THE CITY OF COMPTON FOR THE DISPOSITION OF CERTAIN PROPERTY IN CONNECTION WITH A PROPOSED SENIOR RESIDENTIAL DEVELOPMENT LOCATED IN THE NORTH DOWNTOWN MASTER PLAN AREA**

<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.

November 12, 2013

TO: **MAYOR AND CITY COUNCIL**

FROM: **GLEN W.C. KAU, P.E., DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-01) WITHIN CITY LIMITS**

SUMMARY

A resolution of the City Council of the City of Compton accepting the proposal from JMDiaz, Inc. (JMD), authorizing the City Manager to enter into a professional service agreement and issue a purchase order for pavement design services, Project No. CIP# 13-01 within City limits.

BACKGROUND

In late July 2013, the Public Works/Municipal Utilities Department solicited a Request for Proposal (RFP) from qualified consulting firms to perform pavement design within City limits. The areas of interest are within the defined boundaries as identified through the Community Development Block Grant (CDBG) program of the U.S. Department of Housing and Urban Development (HUD). CDBG funds local community development activities such as affordable housing, anti-poverty programs, and infrastructure development. The street segments to be improved as part of this project are identified in Project No. CIP# 13-01 pavement design services, which are listed as per Attachment 1.

On August 28, 2013, a total of four (4) proposals were received from the following consultants: AECOM (Los Angeles, CA), CivilSource Inc. (Irvine, CA), ICE (Los Angeles, CA), and JMDiaz, Inc. (City of Industry, CA).

The firms that responded to the Request for Proposal (RFP) are required to be licensed to practice civil engineering in the State of California. The selected firm will act as the Engineer for the project and shall be responsible for all aspects of the pavement design, construction plans and specifications.

The selected firm will be responsible for the review of field conditions and all available existing plan(s); all utility information; review, identification and the improvements to any deficient existing pavement surface conditions; sidewalk and curb-gutter problems; tree issues contributing to pavement/sidewalk/curb-gutter problems; and the restoration of all affected traffic control signage and pavement markings. The combined information will yield a recommended pavement remediation strategy

The resulting design shall incorporate all the previously mentioned components, and generate the necessary construction plans and specifications to properly rehabilitate the roadway pavement, correct sidewalk and curb-gutter issues and include for access ramps at the intersections.

A committee comprised of Public Works staff was assembled to review the submitted proposals. The committee reviewed the materials in the submitted proposals and ranked the most qualified proposals. Proposing firms responded with their qualifications, scope of services, proposed team, and previous experience, etc. in one package and their fee in a separate sealed package.

Selection of the most responsive qualified firm for the Pavement Design services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection (QBS) is where selection is based on the most appropriate provider of the professional services; fee is not considered. Cost was not the basis for rating such consultants. Therefore, the fee was not considered until after the selection of the most qualified firm.

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

In October 2013, staff contacted the highest ranked proposal and scheduled an interview to negotiate the fee and terms of the agreement. The firms and ranked order are as follows:

Rank	Firm
1	JDM
2	CivilSource, Inc.
3	AECOM
4	ICE

As a result, the proposal submitted by JMDiaz, Inc. (JMD), in the amount of $161,800 was determined to be the best qualified firm to provide the necessary pavement design services for Project No. CIP# 13-01. With over 150 years of combined experience, JDM will provide the City of Compton with an experienced, knowledgeable, innovative, and communicative team with the experience to deliver cost effective pavement design to address the needs of the City. JMDiaz, Inc. (JMD) has worked with local agencies providing design services in Southern California. Their proposed delivery time of approximately 7 months should prove effective in project delivery and the solicitation of construction bids in Spring 2014.

STATEMENT OF THE ISSUE
In order to award the professional services agreement to JMDiaz, Inc. (JMD), to provide Pavement Design Services for CIP# 13-01 within City limits, City Council is approval is necessary.

ALTERNATIVE
There is no other alternative. The City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address this need and develop the necessary construction documents to achieve roadway pavement rehabilitation.

RECOMMENDATION
Staff recommends the City Council:

a) Accepts the proposal submitted by JMDiaz, Inc. (JMD) to provide pavement design services for Project CIP# 13-01, to be performed on the street segments as listed in Attachment No. 1 within City limits;
b) Authorize the City Manager to enter into a professional services agreement and issue a purchase order for $161,800.

FISCAL IMPACT
Adequate funds are available in the amount of $161,800 from CDBG as part of the approved FY 2013-14 Public Works/Municipal Utilities budget, under Account No. 2800-72B-148-4269.

GLEN W.C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

Attachment 1, Street Segment Listing – CIP# 13-01

DIST	STREET NAME	FROM	TO	WIDE	LENGTH	AREA
1	127TH PLACE	DALHART AVENUE	WEST END	28	1790	50120
1	127TH STREET	KENESAW AVENUE	WEST END	27	1200	32400
1	DALHART AVENUE	EL SEGUNDO BOULEVARD	NORTH END	31	425	13175
1	DERN AVENUE	132ND STREET	134TH STREET	28	950	26600
1	GRANDEE AVENUE	EL ESGUNDO BOULEVARD	127TH STREET	27	500	13500
1	KENESAW AVENUE	127TH PALCE	127TH STREET	28	2000	56000
1	NORD STREET	WILMINGTON AVENUE	EAST CITY LIMIT	28	840	23520
1	RIDDLE AVENUE	132ND STREET	134TH STREET	28	940	26320
1	SALINAS AVENUE	132ND STREET	134TH STREET	35	920	32200
1	STOCKWELL STREET	WILMINGTON AVENUE	EAST CITY LIMIT	54	940	50760
1	WILMINGTON AVENUE	STOCKWELL STREET	131ST STREET	30	1000	30000
2	BALES STREET	BRADFIELD AVENUE	HOLLY AVENUE	26	570	14820
2	CARLIN STREET	ALAMEDA STREET	SANTA FE AVENUE	34	625	21250
2	EUCLID AVENUE	ALAMEDA STREET	SANTA FE AVENUE	32	1620	51840
2	HOLLY AVENUE	BALES STREET	SAN VINCENTE STREET	17	300	5100
2	LOCUST AVENUE	COMPTON BOULEVARD	SAN VINCENTE STREET	27	1190	32130
2	OAK STREET	ALAMEDA STREET	SANTA FE AVENUE	32	1620	51840
2	PIXLEY STREET	ESSEY AVENUE	THORSON AVENUE	30	1317	39510
2	QUEENSDALE STREET	BULLIS ROAD	PANNES AVENUE	27	1270	34290
2	SAN LUIS STREET	WEST END	EAST CITY LIMIT	28	290	8120
2	SAN MARCUS STREET	WEST END	EAST CITY LIMIT	28	290	8120
2	SAN MATEO STREET	WEST END	EAST CITY LIMIT	26	290	7540
2	SAN VICENTE STREET	500' W/O BRADFIELD AVENUE	WEST CITY LIMITS	31	1600	49600
2	SAUNDERS STREET	ESSEY AVENUE	PANNES AVENUE	27	750	20250
2	THORSON AVENUE	BALES STREET	SAUNDERS STREET	27	1130	30510
3	151TH STREET	DWIGHT AVENUE	TAJAUTA AVENUE	32	1440	46080
3	152ND STREET	DWIGHT AVENUE	TAJAUTA AVENUE	29	1400	40600

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-01) WITHIN THE CITY LIMITS

WHEREAS, the areas of interest are within the defined boundaries as identified through the Community Development Block Grant (CDBG) program of the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, in July 2013, the Public Works/Municipal Utilities Department solicited a Request for Proposal (RFP) from qualified consulting firms to perform pavement design services within the City limits; and

WHEREAS, on August 28, 2013, a total of four (4) proposals were received and the proposal submitted by JMDiaz, Inc. (JMD), in the amount of $161,800 was determined to be the most qualified firm to provide the necessary pavement design services for Project No. CIP# 13-01; and

WHEREAS, JMDiaz, Inc. (JMD) will provide the City of Compton with an experienced, knowledgeable, innovative, and communicative team with the experience to deliver cost effective pavement design services to address the needs of the City; and

WHEREAS, JMDiaz, Inc. (JMD), of the City of Industry, has over 150 years of combined experience in providing pavement design services; and

WHEREAS, staff recommends the City Council accepts the bid submitted by JMDiaz, Inc. (JMD) to perform pavement design services on designated street segments within the City limits and authorize the City Manager to enter into a professional service agreement and issue a purchase order for $161,800; and

WHEREAS, funds in the amount of $161,800 are available in the Public Works & Municipal Utilities Fiscal Year 2013-2014 budget, Account No. 2800-72B-148-4269.

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

SECTION 1. That the proposal of JMDiaz, Inc. is hereby accepted and the City Manager is authorized, on the advice of the City Attorney to enter into a professional service agreement to perform pavement design services on designated street segments within the City limits.

SECTION 2. That a purchase order is authorized to be issued to JMDiaz, Inc. in an amount not to exceed $161,800.

SECTION 3. That funds in the amount of $161,800 are available in the Public Works & Municipal Utilities 2013-2014 fiscal year budget Account No. 2800-72B-148-4269.

SECTION 4. That copies 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.

#18.

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 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: COUNCILMEMBERS –
NOES: COUNCILMEMBERS –
ABSTAIN: COUNCILMEMBERS –
ABSENT: COUNCILMEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

Proposal to Provide

PAVEMENT DESIGN SERVICES (CDBG #13-01)



ugust 28, 2013

ubmitted to:

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Submitted by:

JMD
18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363

#18

JMD
PLANNING | ENGINEERING | MANAGEMENT

August 28, 2013

City of Compton
City Clerk's Office
205 South Willowbrook Avenue
Compton, CA 90220
Attention: Mr. Glen W. C. Kau, P.E.
Director of Public Works/Municipal Utilities

2013.1112.0047.00

SUBJECT: **Proposal to Provide Professional Pavement Resurfacing Design Services CDBG #13-01 - Compton, California**

Dear Mr. Kau:

JMD is pleased to submit this proposal to provide professional pavement design services for the proposed roadway rehabilitation improvements in the City of Compton. Our proposal, which remains in effect for a period of 90 days, has been prepared in accordance with the City's Request for Proposal, issued July 2013, and outlines our qualifications, approach and scope of services for the subject project.

JMD is a full service engineering firm, based in the City of Industry, which specializes in providing roadway, traffic and railroad engineering services to local cities and agencies with roadway, highway, truckway and railroad facilities including:

- City of Compton
- City of San Gabriel
- City of El Monte
- City of Montebello
- City of Commerce
- City of Industry
- City of Irwindale
- City of Los Angeles
- City of Ontario
- City of Pico Rivera
- City of Santa Fe Springs
- County of Los Angeles
- Port of Los Angeles
- Port of Long Beach
- Caltrans

Project Understanding, Approach and Scope of Work to Develop Project Efficiently - We have assembled a comprehensive project team with extensive roadway engineering knowledge, experience and expertise to assist the City of Compton in achieving the goals of this project in a timely and quality manner. The JMD Team offers unique understanding of Compton project issues, a cost effective project approach and comprehensive scope of work to develop the project with minimal project impacts to local businesses, residents and commuters as well as provide optimum effectiveness to achieve the City's goals. In fact, JMD has included an initial roadway and pavement condition assessment, in this proposal, along with an estimated construction cost for major items to assist the City in defining project needs, deficiencies and probable construction cost.

Experienced Project Manager and Team - We have assigned one of our most qualified Project Managers, **Kamran Saber, P.E.**, who has over 25 years of experience in the design and management of major multi-disciplinary public works projects, including major highways, rail corridor projects, over 500 street rehabilitation projects and 100 federally funded projects including CDBG projects throughout his career. Mr. Saber will serve as the City's point of contact to ensure that critical and sensitive issues are carefully handled in a responsive and effective manner.

18645 East Gale Avenue, Suite 212, City of Industry, CA 91748
(626) 820-1137 Tel • (626) 820-1136 Fax
www.jmdiaz.com

Our proposal has been organized to meet the requirements outlined in the City's RFP, issued July 2013, and includes the following sections:

Section 1 Firm Qualifications and Experience
Section 2 Project Team
Section 3 Project Understanding and Approach
Section 4 Scope of Services
Section 5 Proposed Schedule
Section 6 Cost Proposal (under separate cover)

We are excited about the possibility of serving the **City of Compton** on this project and firmly believe we have numerous benefits to offer including:

- ✓ A Proven Team with extensive local roadway, truckway, and traffic design experience.
- ✓ A Project Team with local knowledge and City of Compton experience.
- ✓ An Experienced Project Manager with miles of roadway design and construction.
- ✓ A responsive, innovative and cost effective project approach and a reputation for quality.

We appreciate the opportunity to submit our proposal and qualifications for your consideration on this important project and look forward to your favorable reply.

Should you have any questions regarding this proposal, please contact me at (626) 820-1137.

Sincerely,

JMDiaz, Inc.

Juan M. Diaz, MBA, PE
President/CEO

Enclosures

On-Call Traffic Engineering

JMD is currently providing on-call traffic engineering services to the City of San Gabriel. Services include study reviews, plan reviews, and special investigations and studies as well as traffic signal and stop control warrant analysis. JMD also reviews traffic signal, traffic control and street lighting plans as well as performing special investigations or studies related to safe route to schools including lighting assessments.

416 Las Tunas Drive Mixed-Use Development Traffic Study Review

JMD was responsible for the traffic study review of a mixed-use development project. The proposed development included 9,300 square feet of retail and restaurant use, 18 live-work units, and 15 condominium units. Analysis of on and off-site parking for the site was a key issue for the proposed development.

101-111 V&DM Plaza Traffic Study Review - JMD was responsible for the traffic study review of a proposed hotel project. The proposed development included 370 rooms, 9,309 square feet of restaurant use, and 21,950 square feet of retail use. Analysis of the levels of service study intersections and trip generation rates were key issues for the proposed development.

221 Valley Boulevard Crowne Plaza Hotel Traffic Study Review - JMD was responsible for the traffic study review of a proposed Crowne Plaza Hotel project. Analysis of Neighborhood Traffic Impact Control (NTIC) and shared parking for the site were key issues for the proposed development.

Dewey Elementary, Gabrielino High, and Coolidge Elementary School Crossing Study - JMD was responsible for the preparation of a school crossing study for three existing schools. The study made recommendations on school crossing enhancements as well as stop-control warrants.

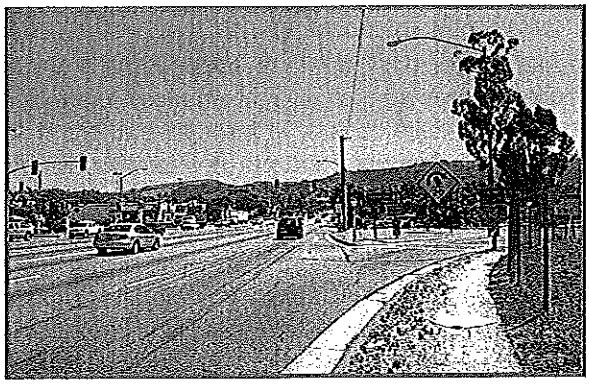
402-404 San Gabriel Boulevard Traffic Signal Plan Review - JMD was responsible for the traffic signal plan review for the intersection of San Gabriel Boulevard and Commercial Avenue as a condition of a proposed development.

TTM 071234 Traffic Impact Analysis Review - JMD was responsible for the traffic impact analysis review of a proposed 30 unit condominium development located between Bartlett Avenue and Muscatel Avenue adjacent to the existing Union Pacific Railroad corridor. The study conducted signal warrant, LOS and queuing analyses.

Reference:	City of San Gabriel Algis Marciuska, MBA, PE, Assoc. City Eng. 425 S. Mission Drive San Gabriel, CA 91776 (626) 457-4632 Tel.
Duration:	2012-Ongoing
Personnel:	J.Diaz, J.Shah, S.Itagaki

Azusa Avenue Roadway Improvements

JMD was responsible for developing roadway and traffic control plans on Azusa Avenue at State Route 60 in the City of Industry. The project included sidewalk improvements, utility modifications and pavement overlays as well as close coordination with Caltrans and the City of Industry. Traffic signals along Azusa Avenue required careful coordination of roadway improvements. All improvements were designed to meet ADA requirements.

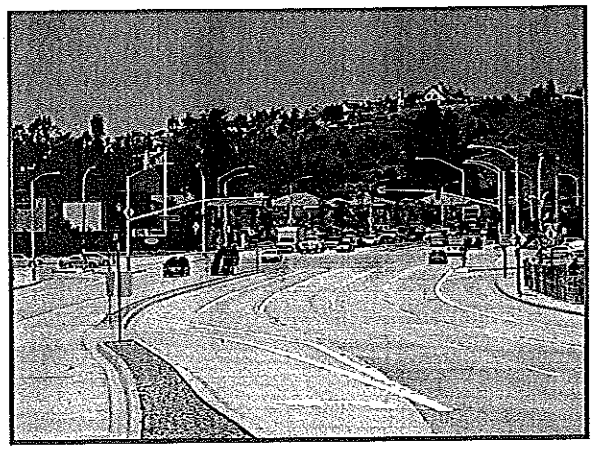


Reference:	City of Industry (c/o CNC Engineering) Eduardo Pereira Project Manager 255 N. Hacienda Blvd. Suite 222 Industry, CA 91744 (626) 333-0336 Tel.
Duration:	2006
Fee:	$21,000
Personnel:	J. Diaz, S. Itagaki, J. Bareng

Valley Boulevard/Grand Avenue Reconstruction

JMD provided design review services to the City of Industry for the impacted intersection of Valley Boulevard and Grand Avenue. This project involved reviewing signing and striping, traffic signal and traffic control plans for the City of Industry. This task also involved performing site visits during the various

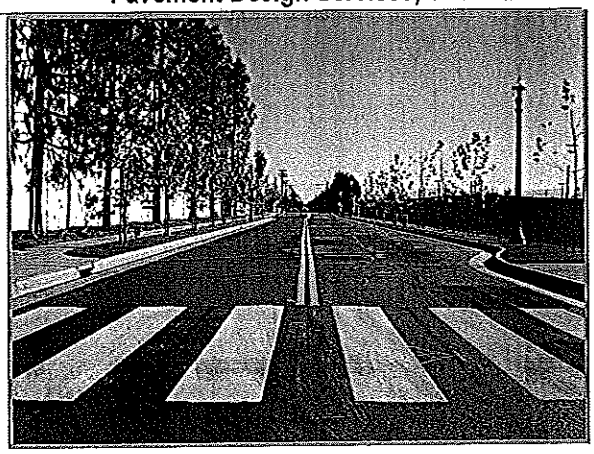
stages of construction and providing recommendations on traffic control adjustments.



Reference:	City of Industry (c/o CNC Engineering) Mr. Eduardo Pereira Project Manager 255 N. Hacienda Boulevard, Suite 222 City of Industry, CA 91744 (626) 333-0336 Tel.
Duration:	2007
Fee:	$6,075
Personnel:	J.Diaz, S.Itagaki, C.Carrillo, J.Bareng

Santa Ana Street Streetscape Project

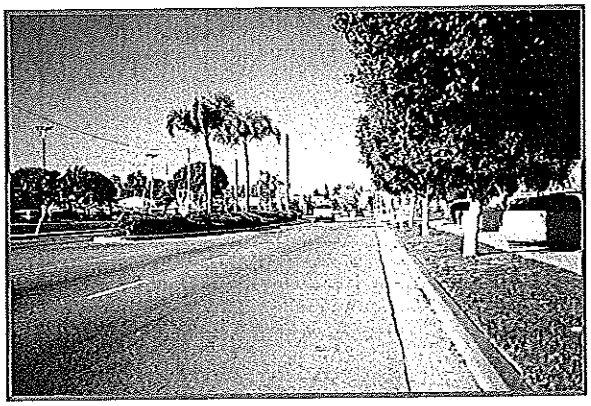
JMD recently completed preliminary and final design efforts for the conversion of Santa Ana Street, a roadway within an industrial part of downtown Anaheim, into an aesthetically pleasing streetscape project in a redevelopment zone for the Anaheim Redevelopment Agency. The project included the development of a quiet zone and related grade crossing improvements as well as roadway, intersection, signing, striping, street lighting, landscaping and irrigation improvements. The project involved coordination with SCRRA/Metrolink, OCTA, BNSF and CPUC for the proposed quiet zone and grade crossing improvements.



Reference:	Anaheim Redevelopment Agency David A. Gottlieb Redevelopment Manager 201 South Anaheim Boulevard, #1003 Anaheim, CA 92805 (714) 765-4306 Tel.
Duration:	2005 - 2010
Fee:	$50,000
Personnel:	J.Diaz, S.Itagaki, G.Andrade

Atlantic Avenue Roadway Reconstruction Project

Juan M. Diaz served as Tetra Tech Inc.'s Project Manager responsible for designing the reconstruction of a one-mile segment of Atlantic Avenue between McMillan Street and Alondra Boulevard adjacent to the City of Compton in the County of Los Angeles. The project included roadway, median, drainage, signing, striping and traffic signal modification improvements. Pavement conditions included embedded concrete and asphalt pavement. Significant roadway profile changes and drainage improvements were necessary to overcome the very flat profile of Atlantic Avenue.



Reference:	Los Angeles County Mr. Farhad Agahi Department of Public Works 900 South Fremont Avenue, 6th Floor Los Angeles, CA 90012-2952 (213) 922-7280 Tel.
Duration:	1999-2001
Fee:	$150,000
Personnel:	J.Diaz, P.Kim, S.Itagaki

Marine Avenue Roadway Rehabilitation Project

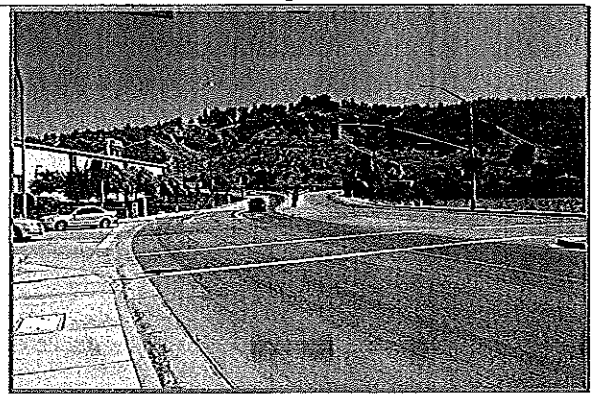
Juan M. Diaz served as Tetra Tech Inc.'s Project Manager responsible for designing the rehabilitation of resurfacing of a nearly one-mile segment of Marine Avenue for Los Angeles County near the City of Hawthorne. The project extended approximately between Prairie Avenue and Crenshaw Boulevard and included the preparation of roadway improvement, signing and striping, and traffic signal modification plans.



Reference:	Los Angeles County Mr. Farhad Agahi Department of Public Works 900 South Fremont Avenue, 6th Floor Los Angeles, CA 90012-2952 (213) 922-7280 Tel.
Duration:	1999-2001
Fee:	$120,000
Personnel:	J.Diaz, P.Kim, S. Itagaki

SR-60/Crossroads Parkway North Improvements

JMD was responsible for providing engineering services for the proposed street improvements at the on and off-ramps of State Route 60 (SR-60) and Crossroads Parkway North in the City of Industry, California. The project included traffic control design, review of the existing signing and striping conditions as well as timely coordination with Caltrans. Various construction stages were developed to maintain access to SR-60 and Fry's Electronics in the area.



Reference:	City of Industry (c/o CNC Engineering) Eduardo Pereira Project Manager 255 N. Hacienda Blvd, Ste 222 City of Industry, CA 91744 (626) 333-0336 Tel.
Duration:	2006
Fee:	$13,000
Personnel:	J.Diaz, S.Itagaki, G.Andrade, D.Villegas

Chino Avenue/Pipeline Avenue Improvements

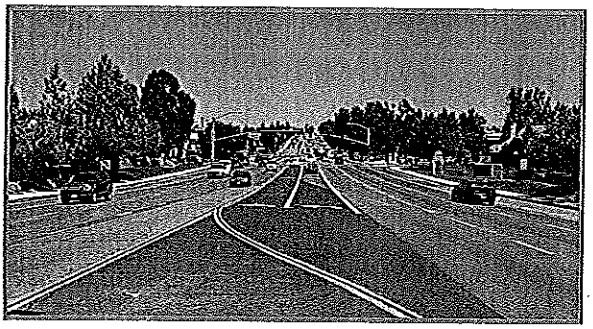
JMD provided professional engineering design services to widen and improve the Pipeline Avenue/Chino Avenue intersection in the City of Chino. The project consisted of design of traffic signal modifications and intersection widening and included utility coordination, survey and development of a hydrology study.



Reference:	City of Chino Khoi Do, P.E. Civil Engineering Manager P.O. Box 667 Chino, CA 91708 (909) 464-8353 Tel.
Duration:	2009
Fee:	$22,100
Personnel:	J.Diaz, S.Itagaki, J.Bareng, G.Andrade

Rancho California Road Median Improvements

JMD was responsible for preliminary and final PS&E design and construction related services for Rancho California Road between Interstate 15 and Ynez Road. The project included roadway, median, landscaping, striping and traffic signal modification improvements to add capacity along Rancho California Road just east of Interstate 15. The project involved close agency coordination and careful data collection due to high traffic volumes on a very congested roadway segment. Agency coordination included Caltrans District 8 for pavement delineation and traffic signal work at the northbound I-15 on/off ramps.

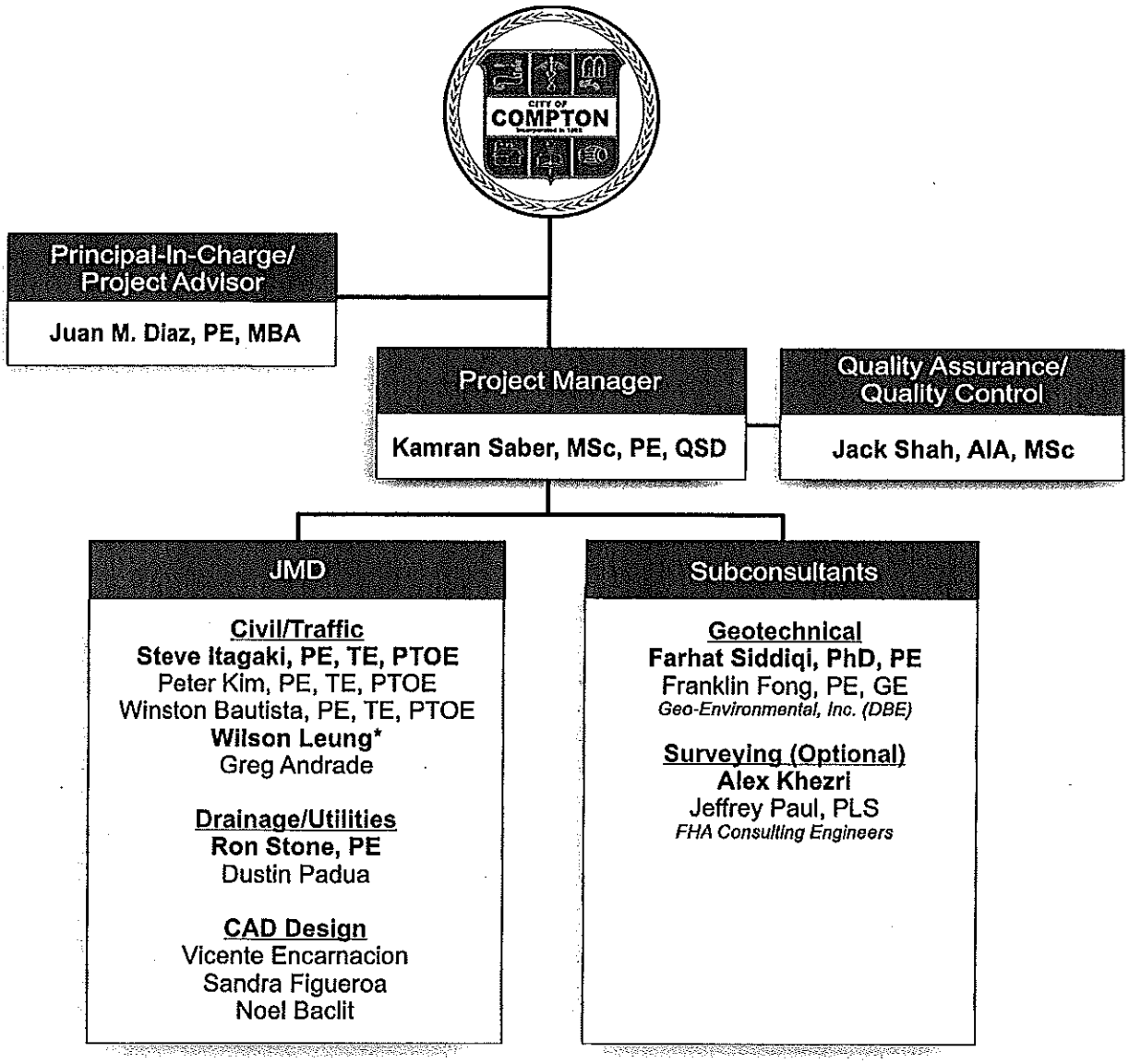


Reference:	City of Temecula Ms. Mayra De La Torre Project Manager 43200 Business Park Drive Temecula, CA 92589 (951) 694-6411 Tel.
Duration:	2006
Fee:	$31,000
Personnel:	J.Diaz, S.Itagaki, J.Bareng

2. PROJECT TEAM

The JMD Team is composed of highly qualified staff, including several with local knowledge and experience, which specialize in highway, roadway, traffic and railroad engineering. Each member of the team has produced highway, roadway, grade crossing, utility, traffic signal, signing and striping, traffic control and street lighting projects for a variety of clients and in AutoCAD and MicroStation formats. Due to the City's needs to develop two concurrent pavement rehabilitation projects, the JMD Team includes additional resources, including multiple design squads, to develop both projects for the City in a timely, cost effective (economy of scale) and consistent manner. Resumes of our key personnel on the team are included at the end of this section.

Organization Chart



*** Lead Project Engineer**
**** Key Personnel in Bold**

Project Manager

Kamran Saber, PE, MSc

Role:	Project Manager/Construction Manager ,
Registration:	PE, CA # C47567
Education:	M.S.C.E., Cal. State Univ., Sacramento B.S. Civil Eng., Polytechnic, Tehran
Current Location:	City of Industry, CA
Years with Firm:	1
Assignments:	SR-710 Gap Alternatives (10%) . Misc. Projects (15%)
Availability:	75%

Mr. Saber has over 25 years of public works and municipal engineering experience. His experience involves analysis, design, construction oversight and management of public works projects. In fact, he has been serving as an extension of local agency staff as a result of his public works experience and provides on call design, construction oversight as well as project management services to local agencies.

He has expertise in project management, program management, CIP management, planning, design and construction on a wide variety of projects including land development, street improvement and rehabilitation, sewer and storm drain studies and design, grading and drainage and construction management and administration.

His experience includes design and management of major multi-disciplinary public works projects, including major highways including over 100 federally funded projects including CDBG and EDA projects throughout his career.

Mr. Saber has also developed extensive expertise in pavement engineering and has designed and managed pavement for over 500 streets and highways throughout his career. He is well versed in most **Pavement Management Programs** (PMP, previously known as PMS) including **MicroPAVER and StreetSaver**. He has trained multiple field observation crews in evaluating pavement conditions and solutions. Mr. Saber has served as an advisor to several municipalities and agencies on pavement related issue such as pavement advisor to the City of San Gabriel on haul routes for construction of the Alameda Corridor East (ACE) 2.5-mile long San Gabriel Trench Project in the heart of the City.

The following are highlights of Mr. Saber's experience in pavement engineering:

Pavement Management Program (PMP) Projects

- City of San Gabriel 2010 Pavement Management Report
- City of San Gabriel 2007 Pavement Management Report (Update)
- City of San Gabriel 2003 full Pavement Management Report
- City of Villa Park 2007 Pavement Management Report
- City of San Juan Capistrano 2010 Pavement Management update

Pavement Rehabilitation/ Resurfacing Projects

- City of La Mirada Biola Ave. et al residential Street Rehabilitation Project (15 streets, 2012)
- Maple Avenue Arterial Improvement Project , City of El Segundo (2012-13)
- Burin Ave. and 169th Street Rehabilitation Project, city of Lawndale , 2012
- City of San Gabriel, 2011 Annual Street Maintenance and 2011 Annual Street Rehabilitation Projects
- City of Diamond Bar, Annual Street and Arterial Resurfacing Project, (2005-10, 70 streets/year)
- City Lake Forest Annual Street Resurfacing, (40 streets, 2012)
- City of Pico Rivera Telegraph Road Corridor Improvements (2010)
- City of San Gabriel, San Gabriel Blvd. Rehabilitation Project ,From Mission To Las Tunas(2009-10, 1.5 miles)
- City of Pomona, Mission Blvd. Corridor Improvements PSR (median, intersections, traffic signals, drainage)
- City of San Gabriel, West Roses, Hazell & Bilton Ways, 2011
- 5 Street Improvements and Rehabilitation Projects in the City of Lake Forest (2004-2009)
- City of San Gabriel, Millennium Miles Street Improvement Program (total 150 streets, 2000-2005)
- Citywide Slurry Seal Project -City of Perris , 2006

Innovative Solutions

The following are a couple of projects where innovative solutions were developed by JMD staff.

San Gabriel Blvd Rehabilitation Project, City of San Gabriel

In 2009, our Project Manager, Kamran Saber, introduced Full Depth Reclamation (FDR) as an alternative rehabilitation method for San Gabriel Boulevard (a busy and high-volume arterial used as an alternate route connecting I-10 and SR-210) that generated over 40% in cost savings to the City compared to conventional methods of using asphalt pavement only or asphalt on aggregate base.

FDR method utilizes the in-situ materials with added Portland cement to create a strong base layer for the top AC layer; this would reduce trucking, labor costs, and off-site processing fees significantly, hence, drastically reducing project costs and schedule as well conserving existing materials and protects against needless landfill waste and minimizing impact on the underground utilities,.

There are also positive benefits to the project's schedule as well as reducing the risk of impacting underground utilities by having less required structural section thickness.

Annual Street Resurfacing Projects-City of Diamond Bar (2005-10)

The City of Diamond Bar had been using Asphalt Rubber Aggregate Membrane (ARAM) as one method of resurfacing the streets. However, ARAM is a proprietary method both in preparation and application of materials. In 2005, use of **Rubberized Cape Seal** (RCS), as discussed before, was introduced to the City by our project Manager and later, it was even more improved by switching to "Cationic" oil type which created a better paving material by creating a stronger adhesion (bonding) between positively charged emulsion (oil and water) particles and negatively charged aggregates, so much that the product was used on arterial streets such as Diamond Bar Boulevard with great results. Since the RCS process and application are not proprietary, the City may benefit from competitive bidding, hence, achieving a lower cost of construction.

Additional Projects

The following projects demonstrate our Project Managers ability to manage project schedule, scope of work/scope creep and budget issues. By effectively communicating with clients from the beginning of each project, no scope creep, budget, or schedule issues arose on the following projects:

San Gabriel Boulevard Rehabilitation Project (Mission Rd. to Las Tunas Dr.), City of San Gabriel (2 phases)

Mr. Saber served as Project Manager/Construction Manager for the 1.5 mile rehabilitation of San Gabriel Boulevard in the heart of the City. The project primarily included rehabilitation of pavement using the cost saving method of Full Depth Reclamation (FDR) with the construction cost of approximately $1.9M.

Construction took longer than the schedule due to torrential rain. The CM team proactively worked with the contractor to avoid any claims through partnership and extensive negotiation during construction.

Reference:	City of San Gabriel Mr. Algis J. Marciuska, MBA, PE Senior Civil Engineer 425 S. Mission Dr. San Gabriel, CA 91778 (626) 457-4632
Duration:	2008 - 2010

Maple Avenue Arterial Improvements, City of El Segundo

Mr. Saber served as Project Manager for the $2,000,000 Maple Avenue Arterial Improvements Project from Sepulveda Blvd. to Nash Street (approximately 2,700 feet) in 2012. The main objectives of the project were rehabilitation of existing pavement, drainage improvements, installation of landscaped median, sidewalk, installation of flashing red lights at mid-block crossings, public outreach and ADA ramps. The design was completed within schedule and budget and is currently under construction.

Reference:	City of El Segundo Stephanie Katsouleas, PE, DPW/City Eng. 350 Main Street El Segundo, CA 90245 (310) 524-2302
Duration:	2011 - 2012

Annual Street Resurfacing Projects (2005 - 2010), City of Diamond Bar, CA

Mr. Saber serviced as Project Manager/Construction Manager for 5 consecutive years on the City's Annual Street Resurfacing/Rehabilitation Program. The program consisted of approximately 70-100 residential, collector and arterial streets each with an annual budget of $800,000 to $12M. The projects were successes with strong support from the citizens. All projects stayed within budget and within schedule.

Reference:	City of Diamond Bar Mr. David Liu, PE, DPW/City Engineer 21810 Copley Drive, 2nd Floor Diamond Bar, CA 91765 (909) 839.7000
Duration:	2005 - 2010

Lead Project Engineer

Wilson Leung

Role:	Project Engineer
Education:	California State Polytechnic University, Pomona B.S. Civil Engineering, 2009
Current Location:	City of Industry, CA
Years with Firm:	1
Assignments:	SR-710 Gap Alternatives (10%) Misc. Projects (10%)
Availability:	75%

Mr. Leung has over 6 years of transportation experience with various public works projects which include roadway rehabilitation, site grading, traffic control plans, construction plans, water quality management plans, and utility coordination. As design support and CADD technician, He has also prepared and reviewed plans, specifications, and estimates.

Mr. Leung worked on the following Pavement Management Program (PMP) Projects as Lead Field Engineer as well as Software Data Processor/Report Generator:

- 2010 City of San Gabriel
- 2011- City of San Juan Capistrano
- 2010- City of Villa Park

His primary role was to launch and supervise the field assessment crews, Training, Pavement Evaluation, and Documentations, compile filed data, Data Entry, Run PMP Software, and prepare reports for different budget scenarios.

Mr. Leung also worked as Project Engineer with Kamran Saber on a variety of street rehabilitation/improvements projects including the following:

- Annual Street Improvements Project (2009), City of Villa Park
- Telegraph Road Improvement Project (2012-13), City of La Mirada
- Jamboree Road Resurfacing and Improvement Project (1.6 miles, 2010), City of Tustin
- Tustin Ranch Road Resurfacing and Improvement Project (1.2 miles, 2010), City of Tustin
- I-5/Sand Canyon Interchange Improvement Project (2012-13), City of Irvine

3. PROJECT UNDERSTANDING AND APPROACH

Project Understanding

Overview

The City of Compton has secured funds from the U.S. Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program to complete this pavement rehabilitation project, entirely within City boundaries. The City is, therefore, procuring the services of a qualified consultant that can provide professional engineering design services for 27 street segments in Districts 1, 2, and 3 of the City in a responsive, cost effective and timely manner. The selected consultant will provide professional design and engineering services for the preparation of preliminary design and the final PS&E (plans, specifications and estimates) bid package including design support services during construction according to CDBG requirements.

The required scope of work, at a minimum, will address the following:

- Review of Pavement Existing Condition
- Geotechnical Analysis (where required)
- Street drainage issues
- Sidewalk and curb and gutter condition
- ADA Access ramps
- Recommended pavement resurfacing and/or reconstruction types
- Survey monumentation, centerline ties and bench mark preservation
- Utility manholes, valves, vaults, and cover adjustment and relocation, where necessary
- Replacement of traffic markings, striping, and signage, where needed
- Any other street appurtenances pertinent to street operations

JMD Has Begun

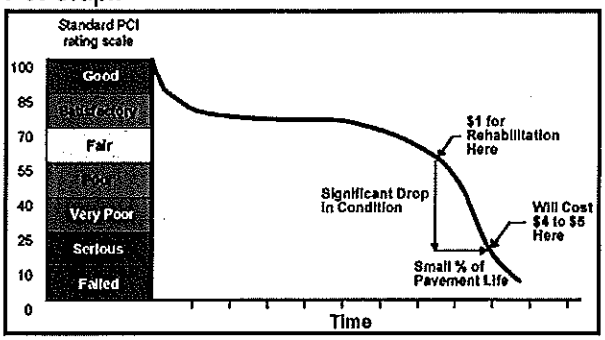
Upon receiving the RFP from the City, JMD launched its Pavement Management System staff to investigate all streets within the project limits. Pavement conditions at the proposed 27 street segments were visually rated following MicroPAVER® pavement rating guidelines and criteria. In addition to pavement conditions, JMD staff conducted inventory of each facility and noted discrepancies including: missing sidewalks, curb & gutter and access ramps; general estimation of water valves and manhole lids; and raised/deformed curb and gutter as well as sidewalk.

Based on preliminary field investigations, the following documents were created:

1. Preliminary Master Cost Estimate Table - for major construction items based on field observations and extensive experience in roadway engineering.
2. Pavement Condition Index (PCI) Map (color coded) - including other major discrepancies.
3. Photo Journal - of all streets.

The PCI graph below illustrates the change in pavement condition index (or rating) over time.

PCI Graph



Since the City has access to the Pavement Management Report, our pavement evaluation and PCIs can be easily compared against the rating in the City's Project Management Program (PMP) Report.

JMD's recommended rehabilitation methods (thin and thick AC overlay and slurry) were based on visual observations only with the intent of minimizing project costs. In other words, following the geotechnical report based on Caltrans' pavement design guidelines for a 20-year design life may yield a construction cost of about 1.5 times of what is presented in this proposal. A Photo Journal of Challenges & Issues, Street Pavement Rating Map (Dwg. C-1) and Preliminary Cost Estimate are included at the end of this section for reference.

Existing Conditions

Existing conditions in the City of Compton generally consist of very flat terrain and various levels of pavement conditions. The following summarizes our findings based on field Investigations. Please refer to the Master Cost Estimate table included at the end of this section for more information:

- The total pavement area, within the project area, is estimated to be 800,000 SF with a total length of

26,500 FT (approx. 5.0 miles). Most streets are residential streets.

- The streets consist of two lane roads which predominantly serve residential as well as some commercial and mixed land uses.
- Generally, the average Pavement Condition Index of most streets is low (i.e., poor condition) with the exception of some streets such as Euclid Avenue and Pixley Street.
- Pavement distresses are predominantly highly oxidized with alligator cracking, potholes, raveling, longitudinal and transverse cracking. However, subgrade failure (requiring major reconstruction) was not prevalent and will result in a lower rehabilitation cost than expected with a few exceptions.
- Stockwell Street has two distinct pavement conditions; "Poor" from Wilmington Avenue to Paulsen Avenue, but "Satisfactory" from Paulsen Avenue to Alameda Street and it should be rehabilitated accordingly.
- ADA ramps must be upgraded to comply with geometric and surface requirements. Although, it seems that a total of 31 ramps are missing and should be constructed, the actual number of ramps needing improvement might be higher as some of the existing ramps may comply with geometric (e.g. slope, etc.) requirements but may require surface upgrades consisting of the addition of tactile warning strips or truncated domes.

Clarification

JMD staff conducted a field review of the project limits and noted the following items needing clarification or revision in the RFP:

1. Kenesaw Avenue - The length is reported as 2,000' in the RFP but measurements show 200'.
2. Carlin Street - The length is reported as 625' in the RFP but measurements indicate 1650'.

Project Financing and Estimated Cost

Since 1975, the City of Compton has qualified to receive federal Community Development Block Grant CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City of Compton is considered an "entitlement" city which receives funds directly from the U.S. Department of Housing and Urban Development (HUD), unlike other cities in Los Angeles County that receive CDBG funding through the Los Angeles Community Development Commission (LACDC).

According to City sources, a total $1.8M of CDBG funds have been secured for both CDBG #13-01 and CDBG #13-02 projects. Also, there is a good chance that this amount will be increased by $500,000 or even more resulting in each project receiving as much as $1.15M.

The construction cost for this project (CDBG #13-01) can be estimated as follows (refer to master estimate):

Pavement and Major Items	$ 1,200,000
Mobilization	$ 50,000
Other Items of Work	$ 100,000
Subtotal	$ 1,350,000
Contingencies	$ 150,000
Total	**$ 1,500,000**

The above amount translates to almost $1.90 per square foot of pavement area.

A more accurate estimation of construction cost could be attained during the Preliminary Engineering Phase, following geotechnical investigations and Project Report preparation and ultimate selection of the "Best Fit" option by the City based on available budget(s).

Project Definition Methodology

JMD has developed the following methodology to define multi-street rehabilitation projects. This is based on our extensive experience on similar pavement rehabilitation projects for other agencies.

According to our methodology, the critical project phase to define the ideal pavement method is the Planning/Preliminary Engineering Phase. During this phase, the pavement rehabilitation methods (alternatives) are discussed and presented to the City. Once the "Best Fit" method is selected by the City, the rehabilitation method is defined for each street and the rest is straightforward engineering.

JMD has simplified its methodology as follows:

Planning Phase

- Pavement condition investigation
- Develop alternatives for different rehabilitation scenarios, various methods, 20 year vs. 15 year vs. 10 year approach and pros and cons

- Develop a cost estimate for various items of work (C&G, Sidewalk, Ramps, x gutter, catch basins, and drainage improvements
- Develop a cost estimate for each alternative
- Prepare a Technical Memorandum and submit to the City with recommendations

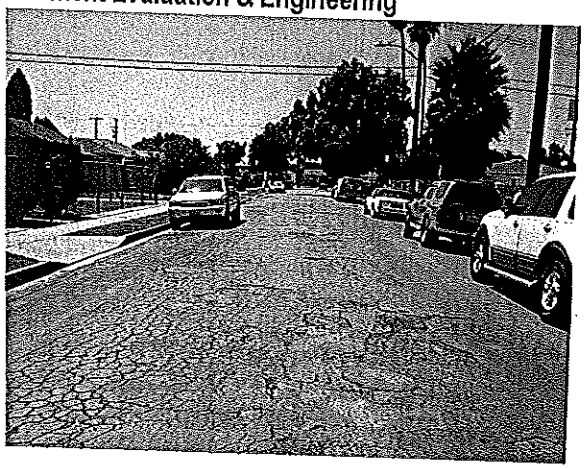
Alternatives Phase
Work and meet with City to find the "Best Fit" treatment based on the available budget, the alternative value, and possible political factors.

Design Phase /Construction Document Processing
Establish preliminary and final design treatments for each street segment based on the results of the Alternatives Phase.

Key Challenges & Issues

Our highly experienced Project Manager, Mr. Kamran Saber, and his team have carefully reviewed the subject RFP requirements, complemented by field reviews and local knowledge, and have identified key project challenges and issues to be addressed for the project as follows:

Pavement Evaluation & Engineering



termining the most appropriate and economical vement rehabilitation strategy for each roadway is : always as simple as it may seem. Each project of s type has its own unique characteristics and ential pitfalls. Technically speaking, determining the kness of a structural section based on an R-value l Traffic Index (TI) is a straight forward process. vever, determining the best pavement rehabilitating roach is based on a combination of factors including nomical (project cost vs. benefit), practical (desired life cycle, constructability, urban set up) and even political factors (Council sensitivities).

JMD's experience typically finds that the design of a final pavement rehabilitation strategy requires a detailed review of the geotechnical report. Due to our extensive experience in pavement rehabilitation projects, evaluating and considering refinements to the general recommendations in the geotechnical report is one of JMD's specialties. As a result, we will develop the **"Best Fit"** and most cost effective rehabilitation strategy for the City to consider for each roadway segment in this project.

JMD's pavement engineering approach to this project is to provide comprehensive yet efficient investigations so that cost effective pavement rehabilitation solutions are achieved. As such, a field mapping/survey of the entire pavement surface within the subject streets will be performed for the purpose of identifying areas of distress, degree of distress and categorize street areas so that appropriate subsurface solutions can be implemented.

Based on past experience and an initial site visit of the streets, three categories of pavement distress are anticipated and the corresponding economical rehabilitation measures are described as follows:

Category 1: Fair to Slightly Poor Pavement Condition
This category is generally assigned to street pavement sections that appear to be in fair condition with minimal or more distress related cracks and adequate pavement sections. Pavement rehabilitation for this category may include:

- 1.5" of AC overlay (HMA or ARHM)
- Cape sealing
- Slurry sealing
- Localized R&R (minimal)

Category 2: Poor Pavement Condition
This category is generally assigned to street sections with acceptable subgrade conditions while pavement surface is characterized with severe alligator cracks and poor ride quality. Depending on the actual AC thickness for each section, pavement rehabilitation for this category may include:

- 2.0"-3.0" of mill and overlay (HMA or ARHM) to meet required life span
- Cape Sealing (budget constraint, up to 10 yr. life)
- Localized R&R, where needed

Category 3: Failed/Very Poor Pavement Condition

This category is generally assigned to pavement sections with severe alligator cracking and pavement failure caused primarily by subgrade/base failure. Depending on existing AC/AB thicknesses for each section, pavement rehabilitation for this category may include:

- Complete removal of existing pavement and placement of a new 20-year service life pavement section on top of properly prepared/treated subgrade; this could be full depth AC or AC over AB.
- Full Depth Reclamation (FDR) - Pulverize existing AC/AB and minimal material removal to a depth sufficient to allow for placement of a new HMA layer on top of the properly pulverized and cement treated AB.

Generally, pavement evaluation and design will be in accordance with the Caltrans Highway Design Manual and applicable City standards.

Existing conditions to be considered during design include:

- Existing subgrade properties, especially the presence of clayey soils
- Excessive subgrade moisture due to natural causes or excessive irrigation runoff by local homeowners
- Existing AC thickness
- Required structural sections or overlay thickness
- Extent of failed areas
- Pavement cross fall
- Establishing a 10-ft grid for major intersections to prevent "birdbaths" and provide a smooth transition for vehicles crossing the intersection
- Crack treatment in overlay areas
- Construction impact considerations
- Consideration for using geofabrics for stabilization of soft clay or decrease reflective cracking and/or increase roadway structural section strength and bridge soft soil stratum.

Based on JMD's preliminary field observations of the 27 streets in Compton, we envision using the following options for this project:

1. Mill and AC overlay using HMA or ARHM with localized R&R
2. Rubberized Cape Sealing (Terminal Blend Rubber Chip Seal topped with 2% latex added slurry seal
3. Slurry Sealing

A Budget Solution – In case the City has a shortage of funds to cover all proposed streets using conventional methods of AC overlay, we highly recommend consideration of a Rubberized Cape Seal method to stretch the City's dollars and improve more streets with the same amount of money.

Our Project Manager, Kamran Saber, has successfully used this method in the City of Diamond Bar as part of the City's Annual Street Resurfacing Project over a period 5 years with about 70-80 streets each year with astonishing results to the point that this method was employed on arterial streets such as Diamond Bar Blvd (20,000 ADT) with tremendous success and delivered to local citizens as it was promised - with substantial savings!

Asphalt-Rubber Cape Seal consists of a sprayed rubber membrane followed by an application of coated aggregates (3/8" chips) which is then covered by a slurry seal with 20% latex. The rubber membrane seals the existing road cracks and helps waterproof the road surface as well as provides strength and stability to the roadway. Normally the slurry seal is applied 7 to 10 days following the placement of the aggregate (chips).

An asphalt rubber cape seal provides a cost effective alternative to more costly asphalt overlays. As you can see in the table below, the life span of rubberized cape seal is the same as thin AC overlay on streets with "Fair" pavement condition. The cost of rubberized cape seal is almost 55-60% of a thin AC overlay. Part of the savings is due to the fact there is no need for utility lid adjustment.

Treatment	Good Condition (PCI=80)	Fair Condition (PCI=60)	Poor Condition (PCI=40)
Rejuvenation	3 - 5	1 - 3	1 - 2
Slurry Seal	7 - 10	3 - 5	1 - 3
Chip Seal	7 - 10	3 - 5	1 - 3
Rubberized Cape Seal	8 - 12	5 - 7	2 - 4
Thin HMA	10 - 12	5 - 7	2 - 4

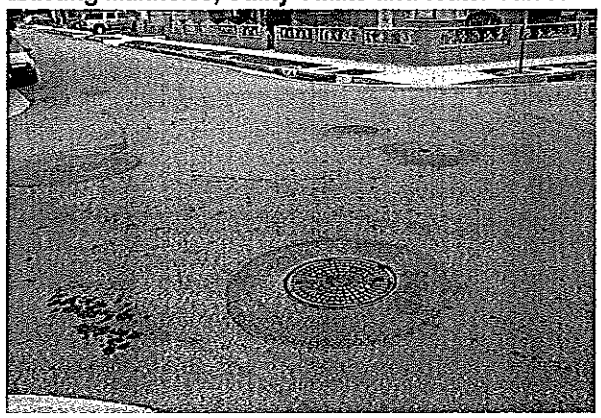
The decision on best paving alternatives and the recommended alternative for each street will be based

on input received from the following sources after comprehensive review, analysis and discussion:

1. Geotechnical Recommendations
2. JMD's Pavement Evaluation
3. Pavement Management Program (PMP) Report
4. Input from PW/PW Maintenance Staff

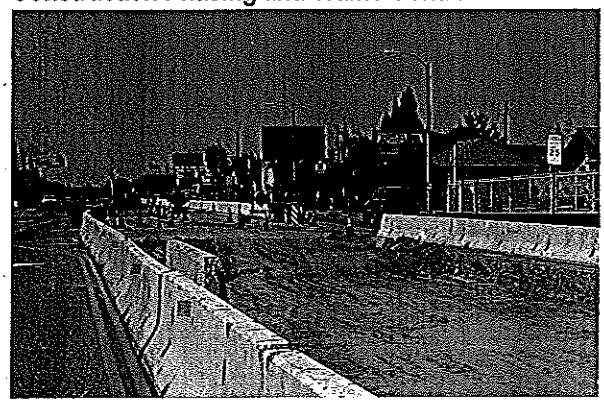
During the Planning Phase, JMD will present various rehabilitation strategies to City staff including recommendations, using a Value Engineering spreadsheet (Cost/Benefit Analysis) with cost breakdown and life span comparisons for each alternative. JMD will work with City staff to select the "Best Fit" solution for each roadway segment.

Existing Manholes, Utility Vaults and Water Valves



There are existing sewers, storm drains, utility manholes, vaults and water valves within the proposed project areas. This will require raising manhole and water valve covers to grade and may require reconstructing manholes if adjustment rings cannot be used.

Construction Phasing and Traffic Control



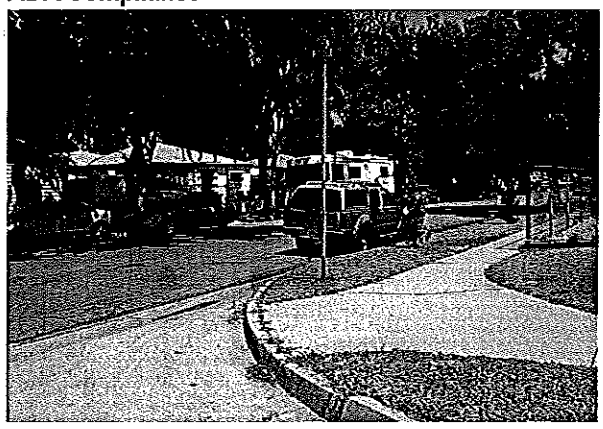
Impacts to traffic are always an issue during street improvement projects. Inclusion of clear guidelines in the project specifications will provide the City with the tools necessary to minimize the traffic impacts of the project during construction. Traffic control and local access during construction will need to be addressed as part of the PS&E preparation.

Based on our extensive experience in street improvement and rehabilitation projects in predominantly residential areas, the preparation of traffic control plans (TCP) is most often best left to the Contractor. Most TCPs, prepared during the design stage, are either not used or are substantially modified by the Contractor to fit his/her operations. With this philosophy in mind, we have had great success in the preparation of conceptual TCPs, traffic control instructions, criteria and phasing shown on the plans and/or stated in the construction specifications with the requirement that the Contractor submit TCP's prepared and signed by a registered civil engineer (RCE) or traffic engineer (TE) for approval by the City.

Other specific concerns that will require attention from JMD's traffic engineering staff include:

- Maintaining emergency access
- Intersection operations during construction
- Maintaining sufficient travel lanes, particularly during peak hours
- Maintaining pedestrian access during construction
- Avoiding concentrated construction activities
- Impacts due to turn lane restrictions
- Transit/bus stop coordination
- Truck access

ADA Compliance



Addressing ADA standards is a requirement of nearly every CDBG project. There are some intersections within the project limits which are either lacking access ramps or the existing access ramps are substantially substandard (please refer to the Master Construction Estimate Table at the end of this section). Other

intersections with existing curb ramps will need to be evaluated for compliance with current ADA standards. Meeting required slopes and landing areas is not sufficient for ADA compliance but requires installation of truncated domes and concrete grinding to remove the lip of curb which prevents accessibility. Based on our initial site visits, some of the existing ramps are not in compliance with ADA requirements.

JMD anticipates that during future field reviews, JMD staff will conduct a thorough survey of violations related to ramp conformance and minimum sidewalk clearance due to obstructions.

Outreach and Notification

Effective communication is crucial to the successful implementation of any CDBG project. Local constituents, including residents, business owners, project stakeholders and utility agencies generally have concerns regarding access and relocation impacts by these projects.

The following tasks will be needed during the design process to ensure effective outreach and notification:

- Address concerns of local business owners, residents and stakeholders.
- Minimize project impacts to businesses, commercial shopping centers, day care facilities, schools and adjacent residences including commuters during and after construction.
- Provide innovative ideas to reduce project impacts and communicate them to City staff.

JMD has extensive experience in addressing public concerns in multilingual forums including those projects in the City of Compton (Rosecrans Avenue Overpass and Mealy Street Freight Rail Connector). In addition, our Project Manager, Kamran Saber, is a Certified Facilitator and has successful experience with public outreach efforts such as the 17th Street Corridor Improvements for the City of Costa Mesa, Telegraph Road Corridor Improvements and Median Installation Project for the City of Pico Rivera, and Maple Avenue Corridor Improvements in the City of El Segundo. Although it is often not possible to satisfy all concerns, it is important that City staff and Council know that community concerns are properly received and addressed.

CDBG Compliance

JMD staff has extensive experience delivering CDBG funded projects involving design and construction. Such projects have involved the addition of missing sidewalks as well as modifying curb ramps to achieve ADA compliance. In addition, JMD is experienced in packaging projects that are federally funded and which require the completion of forms as well as packaging bid documents to conform with federal and bidding requirements. The following documents will be included in the construction documents:

- Federal Labor Standard Provisions
- HUD Certificate Regarding Debarment and Suspension
- EEO Certification
- Contracting and Subcontracting Activity - MBE/FBE
- Sub-contractors List
- Non-collusion Affidavit
- Contract Certification - Prime Contractor
- Contract Certification - Subcontractor
- Certification of Eligibility
- Prime Contractor Certification of Non-segregated Facilities
- Subcontractor Certification of Non segregated Facilities
- Certification Regarding Lobbying
- Certification of Drug-free Workplace
- Fringe Benefit Statement Format
- Compliance with clean Air and Water Acts
- Section 3 Clause
- Federal Requirements (FR-1 and FR-2)
- Applicable Federal Wage Decision (Davis-Bacon)

Most of the above mentioned documents and forms can be obtained from Caltrans Local Assistance Procedures Manual (LAPM).

Drainage Issues



Storm drainage has been identified as a need for this project in the City's RFP. Surface drainage conveyed by gutter plates and eventually captured by storm drain systems, via catch basins, appears to be the existing conveyance mode within the project limits.

While conducting initial field reviews, JMD staff observed several areas of damaged curb and gutter (some raised by tree root intrusion) and some minor ponding of water in the flow lines due to gutter plate settlements. Such ponding is exacerbated by the City's flat terrain. JMD has historically addressed similar drainage issues on the Atlantic Avenue Rehabilitation Project near the City's eastern boundary.

During our comprehensive field evaluation of existing conditions in the Planning Phase, deformed and ponding areas will be addressed and recommendations will be made to City staff as to how to remedy the drainage problems including associated costs and develop an improvement plan based on the City's available budget.

In addition, where necessary, intersection grid grades will also be developed to ensure a smooth riding surface and proper drainage patterns across the intersection. Plans and specifications will ensure that the Contractor is made aware of his/her obligation to comply with NPDES and all environmental laws and regulations applicable to this project.

Right of Way

Right of way acquisition is an important element of any project due to significant cost and time required for timely certification and clearance of necessary land. The acquisition of right of way to provide ADA compliant curb ramps is critical to typical reconstruction projects and could require timely development of legal descriptions as well as processing support. JMD staff are creative and innovative in working with local agencies to minimize right of way acquisition as much as possible.

Water Quality Permitting

The Construction Activities Storm Water General Permit (2009-0009-DWQ Permit) requires the preparation of a Storm Water Pollution Prevention Plan (SWPPP) document in the event that construction activity results in land disturbance of one (1) acre or more. The SWPPP also provides Best Management Practices (BMPs) during construction. Construction activities include clearing, grading, excavation, stockpiling, and reconstruction of existing facilities involving removal and replacement. JMD is very experienced in assisting local agencies with water quality permitting.

Approach

JMD's approach is to be ***Service-Oriented*** and keep the City informed throughout the project. We will meet with City staff first to verify the City's expectations for the project and our proposed scope, schedule and process.

Design of transportation improvements on existing facilities in typically highly urban setting presents some unique issues and requires experienced design techniques. Such issues may include:

- Utility location/relocation
- Existing conditions and compliance with current standards (Knowing when to upgrade existing facilities to current design standards and their impact on the project schedule and costs)
- Access to adjacent properties
- Construction staging and traffic control

Based on our past experience, we understand the complexity of retrofitting existing transportation facilities while maintaining basic services, traffic flow and minimizing impacts to roadway improvement projects.

Once we are issued a Notice to Proceed for each phase, we will begin three initial tasks including: 1) collection of existing conditions via field reviews and photo logging of existing conditions; 2) letters of notification will be sent to impacted utility owners requesting verification of existing facilities and proposed improvements; 3) preparation of a preliminary base map which will be utilized to develop and validate an understanding of the conceptual plans and for use as the base plan sheets are developed for plan preparation. JMD will present the base map to the City during a brief job walk to identify existing constraints and define or adjust the proposed improvements. The purpose of this jobwalk will be to make adjustments in the phasing and to verify and finalize the specific improvements to be designed based on the availability of project funding.

JMD will utilize existing information available from previous plans, studies, reports, investigations and analyses as a basis to begin any design work. This information will be augmented and updated, where required. Because they are typically on a project

schedule's critical path and may require substantial lead time, the following tasks will begin immediately upon receipt of Notice to Proceed:

- Research and Data Collection
- Utility Identification and Coordination
- Identification of Right-of-Way Requirements, if any

After approval of the base mapping and conceptual/preliminary plan sheets by the City, JMD will proceed with preparation of a project report to define the necessary improvements followed by the completion of preliminary and final improvement plans for each respective phase when authorized to proceed by the City. Plans will be prepared to include title sheet, typical sections and details, roadway, drainage (i.e. catch basin), signing and striping, traffic signal modifications, traffic control, and storm water pollution protection plans, as appropriate. JMD will prepare the bid item list and opinion of probable construction cost. JMD will process the submittal packages with the City and other entities involved for approval.

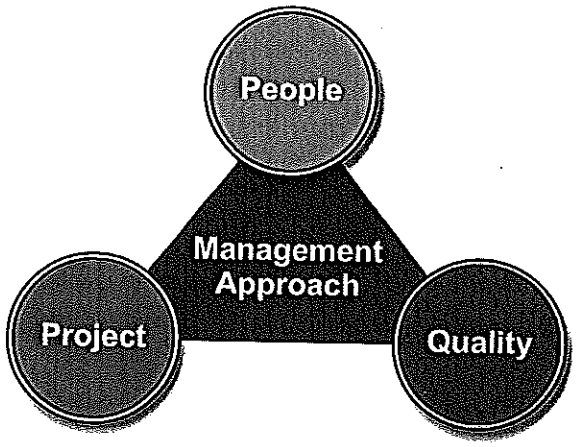
JMD will meet with City staff responsible for review of design elements of the 30%, 60%, 90% and 100% plans as we are working on them. Draft copies of this work will be submitted for significant work items before the milestone submittal date with follow-up meeting to solicit input. This early coordination gives us a clear understanding of what the reviewers expect while giving the reviewers a preview of what will be submitted before the actual submittal is made.

We believe that the success of any project will depend on adequately addressing key issues during the project development process and preparation of the preliminary and final plans, specifications and estimates package. Once the preliminary phase work tasks have been completed, reviewed and approved by the City, JMD will incorporate comments and begin work on the final design phase, which includes the preparation of final plans, specifications and estimate utilizing City-provided boilerplate documents.

All plans will be delivered to the City in CAD (i.e. AutoCad or MicroStation) format along with a CD for future use by the City. Specifications, bid items and construction cost estimates will be prepared using electronic word processing (MS Word) and spreadsheet (MS Excel) formats.

Management Plan

Our Management Plan, applicable to on-site and off-site tasks, consists of three primary components, namely, People Management, Project Management, and Quality Management. The first focuses on leading the team to achieve the desired project objectives. The latter two consist of using appropriate project controls to effectively manage the project deliverables, schedule and budget. A typical project would be managed in accordance with each component to meet the City's objectives in a timely manner. Each one of these components is briefly discussed as follows.



People Management

People management consists of team leadership through effective planning, staffing, and communication as discussed below.

Planning

After our kickoff meeting with the City, we will hold an internal team meeting to discuss the project's objectives, milestones, staffing needs, schedule, and task responsibilities. Our goal will be to establish a realistic plan to meet all project requirements.

Staffing

The JMD Team is committed to delivering quality and timely services within the City's time and budget goals. We have added multiple groups of professionals to work as squads and manage multiple projects conveniently. In addition, we have provided sufficient resource capacity to perform the projects or tasks in a timely manner, and confirm that the key personnel proposed for the project will be available for the duration of the project. Currently, our work level is estimated at approximately 50 percent of capacity and declines to 30 percent over the anticipated life of this project. Mr. Itagaki, our proposed Project Manager, is available over 70 percent of his time during the next 12

months. Our key team members are available as follows:

Key Team Member	Availability (%)*
Kamran Saber, MSc, PE, QSD	75%
Juan M. Diaz, PE	40%
Jack Shah, AIA, MS	30%
Steve Itagaki, PE, TE , PTOE	70%
Wilson Leung	75%
Ron Stone, PE	60%
Farhat Siddiqi, PhD, PE	40%
Alex Khezri	40%

**Beginning September 2013*

During our internal team meeting, we will prepare a team staffing plan to ensure the right people are available at the right time for each project or task.

Communication

The Project Manager will work closely with each task leader to develop the proposed submittals in accordance with the project requirements. Through the use of telephone conferencing, faxes, and e-mails, the project team, including our subconsultant(s), will discuss project issues, progress and reviews on a periodic basis to meet each project milestone. The ultimate objective is to lead the team to the desired objectives through effective and timely communication.

Our Project Manager's experience with the City and staff augmentation programs confirms that the best way to minimize delays and address unforeseen problems is to proactively communicate with the City's Project Manager (PM) to alert him or her of potential issues. In addition, often the City PM is so involved on other projects that he or she may not effectively communicate changes in the District's position or direction regarding a project. These situations can be avoided with proper communication and documentation through meetings, email and telephone conversation minutes.

Project Management

For the project development work, we propose to use a Project Management and Control System that we have used successfully on similar multi-disciplined transportation infrastructure design projects. The monitoring and controlling of schedules and budgets will provide a means to ensure that the proposed work plan is implemented effectively in an efficient and timely manner.

The core of JMD's system is a monthly Project Management Report comprised of two sections:

Design Status Report - Arranged by task, this report discusses budget and schedule; design problems which need to be resolved; coordination required between the project team, the client staff and other agencies; and actual versus planned progress.

Project Control Report - This is a computerized report which tracks budget and schedule and is refined and customized to meet the specific project needs. This report is issued monthly, but can easily be produced more often, if required, for more frequent project control.

It is critical that the project management system be flexible and able to accommodate scheduling adjustments that may occur. JMD's system requires the Project Manager to re-plan the project, as necessary, to reflect an accurate and up-to-date schedule. In the event of a schedule shift, a recovery plan will be developed and implemented to either meet the original milestone dates or other dates mutually agreed to by the City and JMD. The schedule will provide a tool with which the Project Manager can closely monitor the scheduled timing of each task and permit overall management control of the project.

Project Scope, Schedule and Cost Control

The monitoring and controlling of project scope, schedule and cost will provide a means to ensure that the proposed work plan is implemented in an efficient and timely manner.

Initially, the scope of work will be carefully negotiated with the City to ensure that we understand your intent and expectations for the project. The negotiated scope will be translated into a written format with identified budgets, milestones and deliverables. Anticipated exclusions and items to be provided by the City, Caltrans and other public agencies will be defined, reviewed and discussed. A detailed project schedule will be developed that outlines the significant project milestones and their estimated completion date based on our experience with similar projects with local agency oversight and approval. Control of scope, schedule and cost will be achieved using the following Project Management Control System that JMD managers are using successfully on similar projects. The core of this system is a monthly Project Management Information System comprised of the following three elements:

Critical Path Method (CPM) Schedule

JMD has in-house staff with expertise in Microsoft Project Planner. A comprehensive project schedule will

be initiated by our Project Manager and will serve as the controlling document for tracking progress of the work. This schedule will form the framework for measuring our actual performance to planned performance and can be used for periodic updating of the City's work plan and financial planning. The project team will meet prior to beginning work on the project to collectively determine the smaller work tasks required to complete the major work activities as established in the scope of work. A sequencing plan of these smaller work tasks, using precedence format, will be developed which, in turn, will determine the overall schedule. The series of work tasks and resulting schedule will be diagrammatically exhibited as a Critical Path Method (CPM) flow chart. This flow chart, which high- lights the critical path, will be used to determine the intermediate project milestones.

Project Control Report

Prior to beginning the project, the Project Manager will prepare the Project Control Document which defines major tasks, subtasks, milestone submittals and task budgets. This information is entered into our centralized accounting system that will provide the Project Manager with a weekly report of project budget status based on weekly time cards and direct expense information. The Project Manager will estimate project completion weekly and compare his estimate with the actual project expenditures to date. This comparison gives him a "snapshot" project cost evaluation on a weekly basis. The Project Manager, with assistance from the Project Engineers and subconsultants, will prepare a monthly cost-to-complete estimate that is a valuable tool in keeping the project on budget and validating the Project Manager's estimate of project progress.

Project Status Report

Arranged by task, this bi-weekly internal report discusses budget and schedule; project issues which need to be resolved; coordination required between the project team, City staff and other agencies; and actual versus planned progress.

Quality Management

Quality Control/Quality Assurance is a process that begins with the preparation of the proposal and signing of the contract. Understanding the City's requirements and expectations is the first step in providing a quality project. JMD will follow the City's QA/QC procedures but, if necessary, may also rely on its own QA/QC procedures to supplement those by the City.

JMD has developed an office environment and philosophy which encourage quality. Our quality assurance program includes preparation of a Quality Control (QC) Plan for each individual project which specifies the responsibilities, requirements and procedures for quality control. The plan is modeled after the ASCE publication, "Quality in the Constructed Product," is flexible, and can be modified to respond to specific client requirements.

The functions of JMD's quality assurance program are to:

- Establish a quality review team for the project. The quality review team is responsible for monitoring adherence to procedures and practices by:
  - conducting surveillance of project activities together with reviews of documentary evidence of their performance,
  - verifying calculations and other analytical work, and
  - providing independent auditing to check that the quality control and technical procedures are being properly implemented and followed.
  - defining the duties and responsibilities of those personnel in the organization having significant quality assurance responsibilities (i.e., Principals, Project Managers and QA/QC Managers).
  - providing value engineering on projects of significant value and importance to avoid unnecessary project costs.

The process flow charts on the following page illustrate our QA/QC processes for studies and design deliverables, respectively.

4. SCOPE OF SERVICES

JMD has prepared a comprehensive scope of services customized to meet the City's objectives including:

1. Defining pavement needs within the City's project limits.
2. Developing a strategic plan of proposed improvements to maximize the overall benefit based on the City's construction budget(s).
3. Developing bid documents and ultimate construction of CDBG improvements.
4. Address housing and community development needs of low- and moderate-income persons within the City.

JMD will adhere to the terms, conditions, and requirements in **"Section 3. Scope/Statement of Work"** included in the City's CDBG #13-01 RFP, dated July 2013.

Phase I – Preliminary Engineering (30%)

As previously mentioned in Section 3 (Understanding and Approach), this phase is the most critical part of the project because, during this phase, the project alternatives are developed, discussed, analyzed, and the final design improvements are strategically defined.

Task I-1 – Project Administration, Coordination and Meetings

The JMD Team will meet with City staff to establish lines of communication, confirm project scope, refine project schedule and define required design criteria. After review of the process to be followed, agreement on the design concept and schedule will be reached. This will avoid confusion and delays later in the project development process and facilitate timely review and approval of submittals.

Meetings between the City and JMD will be held to keep all parties informed, resolve issues and successfully complete the project. Written progress reports will be prepared monthly to assess project progress, identify issues and outline planned work tasks and submittals. A monthly schedule, in MS Project, will also be provided.

This task assumes up to one (1) kickoff and five (5) coordination meetings.

Task I-2 – Research/Data Collection/Utility Coordination/Permitting

JMD will obtain documentation available from the City and/or County records (if any) pertaining to this project. We will assemble, sort and review existing available information on the project area, including "as-built" plans, maps, studies, existing right-of-way and utility information to become familiar with the project, ascertain the completeness and accuracy of available information and determine additional information requirements.

Based on our preliminary investigation and field observations, we do not anticipate significant major utility conflicts during this project. Nonetheless, JMD will contact all utility agencies providing service within the City and obtain utility maps and records for the project area. Field reviews to locate all surface utilities that are impacted by the project will also be performed. A summary of the research findings, anticipated conflicts, relocations or adjustments will be included in the Project Design Concept Report. JMD will continue utility coordination efforts through the "*Notice to Relocate*" prior to construction.

JMD will send notices to utility agencies and inform them of their need to relocate their facilities prior to construction or to adjust their facilities to grade after completion of the street paving. We will coordinate with utility companies for relocation of their facilities that are in conflict with the proposed improvements and continue coordination until utility conflicts are resolved.

JMD anticipates the following notices throughout the project schedule:

1. 1st Utility Notice for City Improvements Preliminary Project Notice
2. 2nd Utility Notice for City Improvements "*Prepare to Relocate*"
3. 3rd Utility Notice for City Improvements "*Notice to Relocate*"
4. 4th Utility Notice for City Improvements, "Notice to Relocate Immediately"

We will prepare and maintain a detailed utility coordination log that will be updated on a regular basis and be presented and discussed at Project Development Team (PDT) meetings, as necessary.

Task I-3 – Geotechnical Analysis/Report

Our geotechnical subconsultant, GEI, will conduct a concise geotechnical investigation for the project. The proposed geotechnical investigation is intended to determine the existing pavement conditions within proposed street segments to facilitate the placement of an appropriate thickness of overlay and/or other alternative (cape sealing, micro-surfacing, slurry seal, etc.) in the areas of minimal distress and reconstruction at those locations where the distress to pavement is severe enough that removal and replacement (R&R) is warranted.

The investigation will include collection of bulk and undisturbed soil samples from the sites, laboratory testing, engineering analyses, and the preparation of a report which will present recommendations for the planned improvements. The scope of our investigation will consist of five (5) subtasks, namely:

1. Data review/coordination
2. Field investigation
3. Laboratory testing
4. Engineering analyses
5. Report preparation

These above tasks are briefly described below.

Subtask 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 sites and other geotechnical data contained in in-house files, and in City/County files. City records to be reviewed will include available 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 conducting fieldwork, GEI will obtain all necessary state, federal, local, and other permits and licenses, as necessary.

Subtask 2 – Field Investigation

The field investigation will consist of two 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 site and specific pavement conditions. The reconnaissance will include examination of pavement conditions, and identification of all damaged areas. Results of the site reconnaissance will be used to select the coring locations for proposed subsurface exploration. Locations of corings will be distributed over the street lengths and between lanes as appropriate to provide the apparent pavement construction history in travel lanes based on the results of the field exploration. The proposed coring locations will be marked in white and Underground Service Alert (USA) will be notified to coordinate with utility companies and 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 by coring at 30 locations to secure undisturbed and bulk soil samples for laboratory analysis of the subgrade soils supporting the pavement sections. The corings will be cored by utilizing either a 4-inch and/or a 6-inch diameter hollow-stem auger drill rig. The soils corings will be cored to depths ranging between one (1) foot and four (4) feet below the existing ground surface or to the depth of refusal. The depths of the proposed corings may change depending on the materials encountered during the field investigation. The coring holes will be backfilled with soil cuttings generated from the same coring, compacted to approximately 90% relative compaction, and patched with cold asphalt immediately after the final soil samples are retrieved. GEI will provide all necessary traffic control while performing fieldwork in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD). Proposed traffic control and detouring will provide for continuous driveway and pedestrian access to businesses and residents at all times.

Geologic logs 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 existing structural sections, including existing AC and PCC improvements, coring 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, water table elevation (including the depth of saturated soil or groundwater), if encountered, and caving potential and/or sloughing conditions. During coring activities, the classifications, thicknesses, and material types of the

existing subgrade soils, AC, overlay, PCC, AB, and fabric or other interlayers will be noted.

Undisturbed drive samples will be collected at random depths below the existing ground surface during coring 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 hole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight (blows) required for one (1) foot of penetration will be shown on the coring logs. Bulk samples from soil cuttings generated during the drilling activities will be collected at depths up to approximately four (4) feet below the existing ground surface and placed in plastic bags. The samples from the corings will be tested in the laboratory as described in Task 3.

Subtask 3 – Laboratory Testing

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 corings will be tested to help evaluate engineering properties of the subsurface soils, including in-situ moisture content and dry density, grain-size distribution, plasticity/expansive characteristics, compaction characteristics (maximum dry density and optimum water content) by modified proctor testing, 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. The proposed alternative (field and laboratory-testing) programs are outlined in Tables 1 and 1a.

Subtask 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:

- Type and extent of the materials encountered;
- Relative compaction of the subgrade soils;
- The thickness of the existing AC & AB;
- Presence of groundwater or seepage (groundwater table depth, if encountered);
- The required pavement section for the design TI and the R–value of the subgrade soils;
- The estimated design life of the existing pavement section, and
- The improvement in the service life of pavement by placing overlay, cape sealing, or other alternative paving method.

Subtask 5 – Report Preparation

A pavement evaluation engineering report will be prepared at the conclusion of the investigation to aid in the evaluation of the street segments' service life. 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 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 street improvements. The engineering report will include typed geologic coring logs, geotechnical laboratory reports, site location maps, coring location maps, and other pertinent data and information. All referenced geotechnical reports used in the preparation of the report will be listed in the appendix. The report will be prepared in accordance with the requirements of the City's Public Works Department. Up to three (3) copies of the report will be submitted, as appropriate.

Task I-4 – Design Survey and Field Measurements

JMD will conduct field survey and measurements for the project based on the proposed improvements within each segment. As such, this task includes two types of field survey for each proposed street condition below:

- Proposed Reconstruction
- Proposed AC Slurry Overlay

Each is briefly described below.

Streets Designed for Total Reconstruction

JMD will provide the City with precise and detailed schematic base maps at 1"=20' horizontal scale for plans and 1"=4' vertical scale for profiles. The base map will identify existing street improvements, edge conditions, driveways, property lines, sidewalks,

existing right-of-way boundaries, drainage structures, fire hydrants, utility facilities, street trees, signs, luminaries, power poles, walls, and other appurtenant improvements in the project area. The base map will be tied to existing monumentation defined on the plans. This type of survey will also apply to street segments with major drainage issues to be addressed with optional drainage improvement plans.

Topography survey for cross sections and flow lines will be conducted at 25-foot maximum intervals. Cross-sections will include existing spot elevations at centerline, high points, low points, grade breaks, drainage breaks, and flow-lines, right-of-way lines that are needed for a complete and comprehensive design. All elevations will be referenced to the nearest City or County benchmark found.

In addition to the above the following specific items will be included in our survey gathered by our surveying consultant, FHA Consulting (FHA):

- FHA will perform design grid survey at street intersections to ensure all pertinent topography and drainage patterns are considered in the design. Grids shall be at 10-12 foot intervals and will extend 25 feet in each street direction. Critical spot elevations that shall be included are: high points, low points, grade breaks, edge of pavement, right-of-way, back-of-sidewalk, top-of-curb, flow-line, edge of gutter, top of man-hole covers, top of gate-valve covers, top of pull box covers, top of water meter boxes, survey monuments, utility poles or access points or any other elevations as may be necessary to present a complete depiction of relevant topography.
- FHA will research, plot and categorize all existing improvements and structure including, limited to: walkways, gates, fences, walls, planters, foundations, driveways, trees, signs, power poles, guy-wires, streetlights, fire hydrants, water and gas valves, manholes, structures, striping, traffic loops, power poles, catch basins, vaults and all utilities, easements and right-of-way.
- FHA survey work will include identification of all survey monuments which might be disturbed by construction and will include sufficient reference on plans so as to alert Contractor before construction.

Streets Designed for AC Slurry Overlay Only

Survey efforts will be limited to performing topographic survey in order to create plan only sheets with no profile requirements and therefore, there will be fewer shots involved but enough to establish plan view of the street showing roadway, curb and gutter and sidewalks, utilities, street lights, ramps and driveways. The typical section will be shot at 50-ft intervals. JMD will provide enough information (if need be) to design drainage entities such as gutters, and cross gutter or even ADA ramps where needed.

Generally, these plan sheets can be super imposed on Google Maps or City provided aerial photos to show proposed improvements on them. The plan-only sheets will be prepared in 1"=20' or 1"=40' scale as directed by the City. At this time, we don't know if the City has aerial photos and as-built plans for streets within the project limits. Regardless of availability as-built plans and/or aerial photos, we are envisioning performing "limited field survey and field measurements" for these type of streets as well as recording survey monuments within the project area.

Survey Field Verification and Review

A comprehensive field review, including photography, of the job sites will be done after the base sheets are prepared to verify the existing conditions are accurately reflected including ADA ramps, broken curb and gutter (C&G), sidewalks, substandard ramps, drive approaches and potential pavement railroad areas that may affect the design.

Task I-5 – Field Exploration and Investigation

A comprehensive field survey of all the streets within the project limits will be performed for the purpose of identifying the following:

- Pavement condition evaluation to assess type, severity and extent of pavement distresses
- Verifying the soils engineer's findings and recommendations
- Permanent vertical control features (curbs/ sidewalks)
- Localized drainage problems.
- Sidewalk and curb & gutter conditions (if any)
- Access Ramps (missing or substandard)
- Identifying Survey Monuments, Bench Marks, centerline ties
- Evaluation of traffic control options for each street and possible impacts to traffic circulation on surrounding streets during construction
- Utility Conflicts

- Evaluation of construction impacts on adjacent residences and businesses

Task I-6 Base Sheets

JMD will provide the City with precise and detailed base map sheets at 1:20 and/or 1:40 scale on any size of sheet desired/directed by the City. The base sheets will identify all existing street improvements, edge condition, driveways, property lines, sidewalks, existing right-of-way (if needed), drainage structures, utilities, manholes, water valves, fire hydrants, elevation contours trees, signs, street lights, fences, walls, etc., and other appurtenant improvements in the project area.

Task I-7 Rehabilitation Alternatives and Project Report

Using the information collected and obtained in this phase, JMD will prepare the ***Project Report and Recommendations*** for the project which will evaluate various rehabilitation methods.

The Project Report will provide design assumptions, guidelines, and criteria used to complete the project and will include the following sections:

- Executive Summary,
- Project Background
- Introduction and Scope of Work,
- Project Objective,
- Existing Conditions,
- Existing substandard roadway conditions
- Design Alternatives,
- Design deficiencies and exceptions with justification
- Preliminary Quantity and Cost Estimate for various options
- Project Cost Analysis based on the extent of improvements
- Project Discussion, Conclusions, and
- Recommendations.

A draft Project Report will be submitted to the City for review and directions followed by an alternative(s) selection meeting. The final Project Report will be signed by a Civil Engineer, registered in the State of California,

JMD will proceed to the next Phase (Design Development, 60% PS&E) upon approval of the Project Report and selection of rehabilitation alternatives by the City.

Deliverables (Phase I):

1. Base Sheets
2. Geotechnical Report
3. Project Report
4. Recommended Alternative and Final Design Scope

Phase II – Design Development (60% PS&E)

Task II-1 – Design Plans

After review and approval of the detailed recommendations, JMD will prepare preliminary construction plans for the proposed improvements.

The Improvement plans will be prepared at 1"=20' or scale horizontal and 1"=4' vertical for street with total pavement reconstruction and/or street with major drainage issues. For resurfacing we recommend plan-only sheets at 1"=40' scale. Should the City decide to use 1"=20' scale for all streets across the board; an additional cost will be incurred. The improvement plans will include new pavement, curb and gutter and sidewalk installation placement (where needed), ADA ramp replacement or improvements, typical sections, construction details, manhole, utility vaults and water valve adjustments. Major utility relocation is not anticipated for this project.

The following outlines the specific details of the design plans:

Title Sheet

JMD will prepare a title sheet containing a vicinity map, general and construction notes, construction legend, list of affected utilities, a drawing list and other details covering the project limits.

Roadway Improvement Plans

JMD will prepare detailed roadway plans consisting of plan and profile (where needed) at the City desired scale, on City title block detailing existing and proposed roadway improvements, features and details.

Plans will include recommended access ramps, driveways, curb and gutter, and sidewalk improvements.

Typical Section(s) and Detail Plans

JMD will prepare typical sections and details at appropriate scales to illustrate existing and proposed roadway and structural pavement sections as well as miscellaneous construction sections and details.

Intersection Plan(s)

JMD will perform design grid survey at street intersections to assure that all pertinent topography and drainage patterns are considered in the design. Grids

shall be at 10' or 12' intervals and shall extend to the opposite curb line longitudinally and a minimum of 25 feet in each street direction. Critical spot elevations that shall be included are: high points, low points, grade breaks, edge of pavement, top-of-curb, flow-line, edge of gutter, top of manhole covers, top of gate-valve covers, top of pull box covers, top of water meter boxes, and survey monuments if found.

Signing and Striping Plans

JMD will prepare detailed signing and striping plans at a scale of 1"=40' using the City-provided title block. Due to the minimal amount of re-striping required from the pavement activities, JMD will prepare typical striping details for "stop" controls, speed humps, and crosswalks. Traffic signal loop replacements will also be shown on these plans, as applicable.

Traffic Control Plan(s)

JMD will prepare typical traffic control plans at a scale of 1"=40' for up to two construction phases for roadway segments and up to four construction stages at major intersections. Considering the fact that most streets are residential, this task assumes that the Contractor will rely on WATCH Manual guidelines and the preparation of detailed traffic control plans, if needed.

Task II-2 Construction Bid Items and Cost Estimate

JMD will prepare a list of construction bid item quantities and construction cost estimates which will include a proposed item list, estimated quantities, and current unit cost resulting in line-item cost estimates. At the first plan check, a preliminary cost estimate will be developed for comparison with previous project budget estimates. Cost estimate back-up calculations showing quantities and unit costs will be provided to the City for review with each submittal. During final design, JMD will prepare a final estimate to validate construction bids received during the bidding process.

Tasks II-3 Specifications and Special Provisions

JMD will prepare technical specifications and the Bid Package using Greenbook format as required by the City. JMD will provide a hard copy and digital (MS Word) formatted specifications to the City. This task assumes that the City will provide boilerplate and ultimate packaging of the specifications.

Deliverables

The following are the estimated number of plan sheets and related quantities for the project:

Plan Sheets	Qty
Title Sheet	1
Detail Sheet	1
Roadway Improvement Plans (Plan Only)	11
Roadway Improvement Plans (Plan & Profile)	11
Intersection Grid Detail Plans	4
Typical Sections	4
Signing and Striping Plans	2
Traffic Control Plans	4
Total	**38**

Phase III – Construction Documents Processing (90% & 100% PS&E)

Task III-1 – Address 60% Comments and Prepare 90% PS&E Submittal

JMD will address and incorporate review comments provided by City departments for the project. We anticipate a submittal of three (3) sets of plans (hard copies and digital pdf) for each submittal to the City for review. Separate plan sets will be submitted to utility agencies for review and comment.

Task III-2 – Address 90% Comments and Prepare 100% Submittal

JMD will address and incorporate review comments provided by City departments for the project.

JMD will submit sealed original ink on mylar plan sheets and digital engineering plans and drawings on CD's in AutoCAD format; sealed original hard copy and CD in MS Word and Excel format of the bid items, cost estimates, calculations and notes generated by the project.

The following are the proposed final deliverables:

1. One (1) set of original plans on 24"x36" (or any other size desired by the City) mylar sheets, one (1) set of reproducible half size plans, specifications, construction bid items and cost estimates including electronic versions of all final documents
2. Digital files of project plans in AutoCAD format (any version) as well as in PDF format.

Task III-3 – Bidding Assistance and Construction Support Services

JMD will be available to assist City staff and Contractor prior to and during construction to respond to Requests for Information (RFI's) and Requests for Clarifications (RFC's), and other requests as follows:

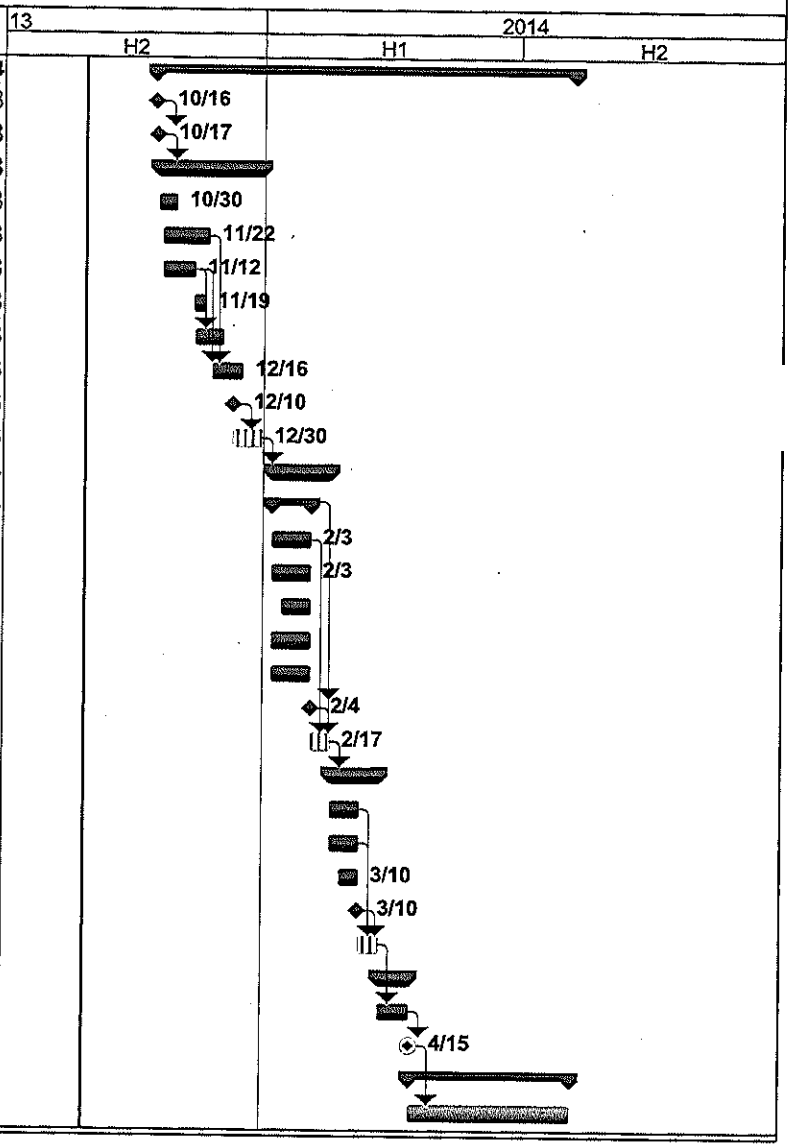
- Assist in Project advertisement
- Attend the CDBG pre-bid conference
- Clarify and interpret information for bidders
- Prepare written responses to RFIs and RFCs
- Correct any errors in the bid documents
- Assist in Issuance of all addenda
- Prepare As-Built Plans

#18.

JMD

Pavement Design Services, CDBG #13-01
City of Compton
August 28, 2013

ID	Task Name	Duration	Start	Finish
1	**Task I-1 Project Administration, Coordination and Meetings**	**213 days**	**Wed 10/16/13**	**Fri 8/8/14**
2	Notice To Proceed	1 day	Wed 10/16/13	Wed 10/16/13
3	**Kick-Off Meeting**	**1 day**	**Thu 10/17/13**	**Thu 10/17/13**
4	**Preliminary Engineering Phase (30%)**	**52 days**	**Fri 10/18/13**	**Mon 12/30/13**
5	Task I-2 Research, Data Collection, Utility Coordination and Permitting	9 days	Fri 10/18/13	Wed 10/30/13
6	Task I-3 Geotechnical Analysis/Pavement Engineering	25 days	Mon 10/21/13	Fri 11/22/13
7	Task I-4 Design Survey and Field Measurements	17 days	Mon 10/21/13	Tue 11/12/13
8	Task I-5 Field Exploration and Investigation	6 days	Tue 11/12/13	Tue 11/19/13
9	Task I-6 Base Sheets	14 days	Wed 11/13/13	Mon 12/2/13
10	Task I-7 Rehabilitation Alternatives and Project Report	16 days	Mon 11/25/13	Mon 12/16/13
11	**Submit 30% Plans and Project Report**	**0 days**	**Tue 12/10/13**	**Tue 12/10/13**
12	**City Review / Alternative Selection Process**	**15 days**	**Tue 12/10/13**	**Mon 12/30/13**
13	**Design Development (60% PS&E)**	**30 days**	**Tue 1/7/14**	**Mon 2/17/14**
14	**Task II-1 Design Plans (Plans, Profiles, Minor Drainage Design)**	**20 days**	**Tue 1/7/14**	**Mon 2/3/14**
15	Signing & Striping Plans	20 days	Tue 1/7/14	Mon 2/3/14
16	Intersection Grid Detail Plans	20 days	Tue 1/7/14	Mon 2/3/14
17	Traffic Control Plans	15 days	Tue 1/14/14	Mon 2/3/14
18	Task II-2 Construction Bid Items and Cost Estimate	20 days	Tue 1/7/14	Mon 2/3/14
19	Task II-3 Technical Specifications & Special Provisions	20 days	Tue 1/7/14	Mon 2/3/14
20	**Submit 60% PS&E**	**0 days**	**Tue 2/4/14**	**Tue 2/4/14**
21	**City Review of 60% PS&E**	**10 days**	**Tue 2/4/14**	**Mon 2/17/14**
22	**Construction Document Processing (90% PS&E)**	**25 days**	**Tue 2/18/14**	**Mon 3/24/14**
23	Task III-1a Prepare 90% Plans	15 days	Tue 2/18/14	Mon 3/10/14
24	Task III-1b Prepare 90% Technical Spec. & Special Provisions	15 days	Tue 2/18/14	Mon 3/10/14
25	Task III-1c Prepare 90% Engineer's Estimate	10 days	Tue 2/25/14	Mon 3/10/14
26	**Submit 90% PS&E**	**0 days**	**Mon 3/10/14**	**Mon 3/10/14**
27	**City Review of 90% PS&E**	**10 days**	**Tue 3/11/14**	**Mon 3/24/14**
28	**Construction Document Processing (100% PS&E)**	**16 days**	**Tue 3/25/14**	**Tue 4/15/14**
29	Task III-2 Prepare 100% PS&E	16 days	Tue 3/25/14	Tue 4/15/14
30	**Submittal Final PS&E & Mylars**	**0 days**	**Tue 4/15/14**	**Tue 4/15/14**
31	**Bidding and Construction**	**82 days**	**Wed 4/16/14**	**Thu 8/7/14**
32	Task III-3 Bidding Assistance and Construction Support Services	82 days	Wed 4/16/14	Thu 8/7/14



#18.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JMDIAZ, INC.

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 **JMDIAZ, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 18645 East Gale Avenue, Suite 212, City of Industry, California 91748.

RECITALS:

WHEREAS, the City has secured funds from the U.S. Housing and Urban Development Department under the Community Development Block Grant Program to complete the pavement rehabilitation project; and

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to provide pavement resurfacing design services located within the eligible Community Development Block Grant (CDBG) qualified areas; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Engineer for this project and be responsible to provide design and engineering services for 27 street segments, including design support services during construction; and

WHEREAS, by Resolution No. _____, adopted on the __ of _____ 2013, the City Council authorized the City Manager to accept the proposal of the Consultant (JMDiaz, Inc.) 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. **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 design and engineering services for the preparation of preliminary design and the final PS&E (plans, specifications and estimates) bid package including design support services during construction for pavement resurfacing according to Community Development Block Grant Program requirements on selected street segments located in eligible Community Development Block

Grant qualified areas (Project No. CIP #13-01). Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Phase I – Preliminary Engineering

Task I-1: Project Administration, Coordination and Meetings

Task I-2: Research/Data Collection/Utility Coordination/Permitting

Task I-3: Geotechnical Analysis/Report

Subtask 1 – Data Review/Coordination
Subtask 2 – Field Investigation
Subtask 3 – Laboratory Testing
Subtask 4 – Engineering Analysis
Subtask 5 – Report Preparation

Task I-4: Design Survey and Field Measurements

Task I-5: Field Exploration and Investigation

Task I-6: Base Sheets

Task I-7: Rehabilitation Alternatives and Project Report

Phase II – Design Development

Task II-1: Design Plans

Task II-2: Construction Bid Items and Cost Estimate

Task II-3: Specifications and Special Provisions

Phase III – Construction Documents Processing

Task III-1: Address 60% Comments and Prepare 90% PS&E Submittal

Task III-2: Address 90% Comments and Prepare 100% Submittal

Task III-3: Bidding Assistance and Construction Support Services

As more fully specified in the City's **"Request for Proposals for Pavement Design Services (CDBG #1301)"** and described in Consultant's **"Proposal to Provide Professional Pavement Resurfacing Design Services CDBG #13-01 – Compton, California,"** dated August 28, 2013, both of which are incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the Services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill

ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Juan M. Diaz, P.E., Principal-In-Charge/President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless terminated earlier. The parties anticipate that Consultant's services will be completed within ten (10) months after commencement of the services by Consultant.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's Cost 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 in writing 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.**

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Sixty One Thousand Eight Hundred Dollars ($161,800.00).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, 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.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered

employees of City for any purposes. 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.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

7. 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.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. 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, reckless or willful misconduct for the 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.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. 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. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its

protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. 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.

15. 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.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to

pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Juan M. Diaz, MBA, P.E., President/CEO **(Date)**

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

24. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

25. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

26. 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.

27. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. 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 five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT:
JMDIAZ, INC.
18645 East Gale Avenue, Suite 212
City of Industry, California 917486
Attn: Juan M. Diaz, MBA, P.E. President
(626) 820-1137
(626) 820-1136 – fax.

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 Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

30. Miscellaneous. 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.

JMDIAZ, INC./CONSULTANT

Dated: _____ **By _____**
Juan M. Diaz, MBA, P.E., President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Glen W. C. Kau, P.E., Director
Public Works/Municipal Utilities Department

Approved by:

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

Approved as to form:

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

ATTEST:

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-01) WITHIN THE CITY LIMITS**

Glen Kau	**10/24/2013 9:24:54 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**10/30/2013 10:18:18 AM**
CITY CONTROLLER	DATE
G. Harold Duffey	**10/29/2013 2:03:25 PM**
CITY MANAGER	DATE

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

November 12, 2013

TO: **MAYOR AND CITY COUNCIL**

FROM: **GLEN W.C. KAU, P.E., DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM CIVILSOURCE, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-02) WITHIN CITY LIMITS**

SUMMARY

A resolution of the City Council of the City of Compton accepting the proposal from CivilSource, Inc., authorizing the City Manager to enter into a professional service agreement and issue a purchase order for pavement design services, Project No. CIP# 13-02 within City limits.

BACKGROUND

In late July 2013, the Public Works/Municipal Utilities Department solicited a Request for Proposal (RFP) from qualified consulting firms to perform pavement design within City limits. The areas of interest are within the defined boundaries as identified through the Community Development Block Grant (CDBG) program of the U.S. Department of Housing and Urban Development (HUD). CDBG funds local community development activities such as affordable housing, anti-poverty programs, and infrastructure development. The street segments to be improved as part of this project are identified in Project No. CDBG #13-02 pavement design services, which are listed as per Attachment 1.

On August 28, 2013, a total of four (4) proposals were received from the following consultants: AECOM (Los Angeles, CA), CivilSource Inc. (Irvine, CA), ICE (Los Angeles, CA), and JMD, Inc. (City of Industry, CA).

The firms that responded to the Request for Proposal (RFP) are required to be licensed to practice civil engineering in the State of California. The selected firm will act as the Engineer for the project and shall be responsible for all aspects of the pavement design, construction plans and specifications.

The selected firm will be responsible for the review of field conditions and all available existing plan(s); all utility information; review, identification and the improvements to any deficient existing pavement surface conditions; sidewalk and curb-gutter problems; tree issues contributing to pavement/sidewalk/curb-gutter problems; and the restoration of all affected traffic control signage and pavement markings. The combined information will yield a recommended pavement remediation strategy.

The resulting design shall incorporate all the previously mentioned components, and generate the necessary construction plans and specifications to properly rehabilitate the roadway pavement, correct sidewalk and curb-gutter issues and include for access ramps at the intersections.

A committee comprised of Public Works staff was assembled to review the submitted proposals. The committee reviewed the materials in the submitted proposals and ranked the most qualified proposals. Proposing firms responded with their qualifications, scope of services, proposed team, and previous experience, etc. in one package and their fee in a separate sealed package.

Selection of the most responsive qualified firm for the Pavement Design services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection (QBS) is where selection is based on the most appropriate provider of the professional services; fee is not considered. Cost was not the basis for rating such consultants. Therefore, the fee was not considered until after the selection of the most qualified firm.

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

In October 2013, staff contacted the highest ranked proposal and scheduled an interview to negotiate the fee and terms of the agreement. The firms and ranked order are as follows:

Rank	**Firm**
1	CivilSource, Inc.
2	JDM
3	AECOM
4	ICE

As a result, the proposal submitted by CivilSource, Inc., in the amount of $68,115 was determined to be the best qualified firm to provide the necessary pavement design services for Project No. CIP# 13-02. CivilSource will provide the City of Compton with a wealth of knowledge and experience of capital infrastructure improvements that allows them to proactively anticipate, identify and address potential issues before they arise and then resolve them before they impact the budget and schedule. CivilSource has worked with local agencies providing pavement design services in Southern California. Their proposed delivery time of approximately 5 months should prove effective in project delivery and the solicitation of construction bids in Spring 2014.

STATEMENT OF THE ISSUE
In order to award the professional services agreement to CivilSource, Inc., to provide Pavement Design Services for CIP# 13-02 within City limits, City Council is approval is necessary.

ALTERNATIVE
There is no other alternative. The City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address this need and develop the necessary construction documents to achieve roadway pavement rehabilitation.

RECOMMENDATION
Staff recommends the City Council:

a) Accepts the proposal submitted by CivilSource, Inc., to provide pavement design services for Project CIP# 13-02, to be performed on the street segments as listed in Attachment No. 1 within City limits;
b) Authorize the City Manager to enter into a professional services agreement and issue a purchase order for $68,115.

FISCAL IMPACT
Adequate funds are available in the amount of $68,115 from CDBG as part of the approved FY 2013-14 Public Works/Municipal Utilities budget, under Account No. 2800-72B-148-4269.

GLEN W.C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

Attachment 1, Street Segment Listing – CIP# 13-02

DIST	STREET NAME	FROM	TO	WIDE	LENGTH	AREA
3	152TH STREET	AMANTHA AVENUE	APRILA AVENUE	29	1100	31900
3	153RD STREET	AMANTHA AVENUE	APRILA AVENUE	28	1100	30800
3	AMANTHA AVENUE	COMPTON BOULEVARD	154TH STREET	34	1240	42160
3	APRILA AVENUE	156TH STREET	ALONDRA BOULEVARD	30	1720	51600
3	APRILA AVENUE	COMPTON BOULEVARD	154TH STREET	34	1530	52020
3	CASWELL AVENUE	CYPRESS STREET	156TH STREET	28	1480	41440
3	CLYMAR AVENUE	156TH STREET	CYPRESS AVENUE	29	1480	42920
3	CLYMAR AVENUE	CYPRESS AVENUE	ALONDRA BOULEVARD	33	350	11550
3	CORLETT AVENUE	156TH STREET	CYPRESS AVENUE	29	1300	37700
3	CORYDON STREET	AMANTHA AVENUE	APRILA AVENUE	28	990	27720
3	CYPRESS AVENUE	WEST END	BARCLAY AVENUE	29	1870	54230
3	DWIGHT AVENUE	ALMOND STREET	COMPTON BOULEVARD	30	1500	45000
3	DWIGHT AVENUE	MYRRH STREET	LAUREL STREET	30	280	8400
3	KEMP AVENUE	MYRRH STREET	LAUREL STREET	30	280	8400
3	MYRRH STREET	DWIGHT AVENUE	KEMP AVENUE	30	1270	38100
3	TAPER AVENUE	CYPRESS STREET	156TH STREET	30	1470	44100
4	ATLANTIC DRIVE	ATLANTIC AVENUE	GREENLEAF BOULEVARD	27	2000	54000
4	BENNETT STREET	LONG BEACH BOULEVARD	POINSETTIA AVENUE	28	700	19600
4	CALDWELL STREET	HARRIS AVENUE	ATLANTIC DRIVE	33	1550	51150
4	ESSEY AVENUE	MYRRH STREET	ALONDRA BOULEVARD	33	350	11550
4	GLENCOE STREET	LONG BEACH BOULEVARD	POINSETTIA AVENUE	27	650	17550
4	HARRIS AVENUE	ALONDRA BOULEVARD	COMPTON BOULEVARD	27	2685	72495
4	LOCUST CIRCLE	HOLLY AVENUE	HOLLY AVENUE	26	1220	31720
4	SHINNER STREET	LONG BEACH BOULEVARD	POINSETTIA AVENUE	28	500	14000
4	TEMPLE AVENUE	CALDWELL STREET	GREENLEAF BOULEVARD	25	1320	33000
4	WASHINGTON AVENUE	ALONDRA BOULEVARD	GREENLEAF BOULEVARD	30	2770	83100

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM CIVILSOURCE, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-02) WITHIN THE CITY LIMITS

WHEREAS, the areas of interest are within the defined boundaries as identified through the Community Development Block Grant (CDBG) program of the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, in July 2013, the Public Works/Municipal Utilities Department solicited a Request for Proposal (RFP) from qualified consulting firms to perform pavement design services within the City limits; and

WHEREAS, on August 28, 2013, a total of four (4) proposals were received and the proposal submitted by CivilSource Inc. in the amount of $68,115 was determined to be the most qualified firm to provide the necessary pavement design services for Project No. CIP# 13-02; and

WHEREAS, CivilSource Inc. will provide the City of Compton with a wealth of knowledge and experience of capital improvements that allows them to proactively anticipate, identify and address potential issues before they arise then resolve them before they impact the budget and schedule; and

WHEREAS, CivilSource Inc., of Irvine, California has over 200 years of combined experience in providing pavement design services; and

WHEREAS, the proposal submitted by CivilSource Inc. was deemed to be the best qualified firm to provide pavement design services;

WHEREAS, staff recommends the City Council accepts the bid submitted by CivilSource Inc. to perform pavement design services on designated street segments within the City limits and authorize the City Manager to enter into a professional service agreement and issue a purchase order for $68,115; and

WHEREAS, funds in the amount of $68,115 are available in the Public Works & Municipal Utilities Fiscal Year 2013-2014 budget, Account No. 2800-72B-148-4269.

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

SECTION 1. That the proposal of CivilSource, Inc. is hereby accepted and the City Manager is authorized, on the advice of the City Attorney to enter into a professional service agreement to perform pavement design services on designated street segments within the City limits.

SECTION 2. That a purchase order is authorized to be issued to CivilSource, Inc. in an amount not to exceed $68,115.

SECTION 3. That funds in the amount of $68,115 are available in the Public Works & Municipal Utilities 2013-2014 fiscal year budget Account No. 2800-72B-148-4269.

#19.

SECTION 3. That copies 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 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: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the _____ day of _____, 2013.

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

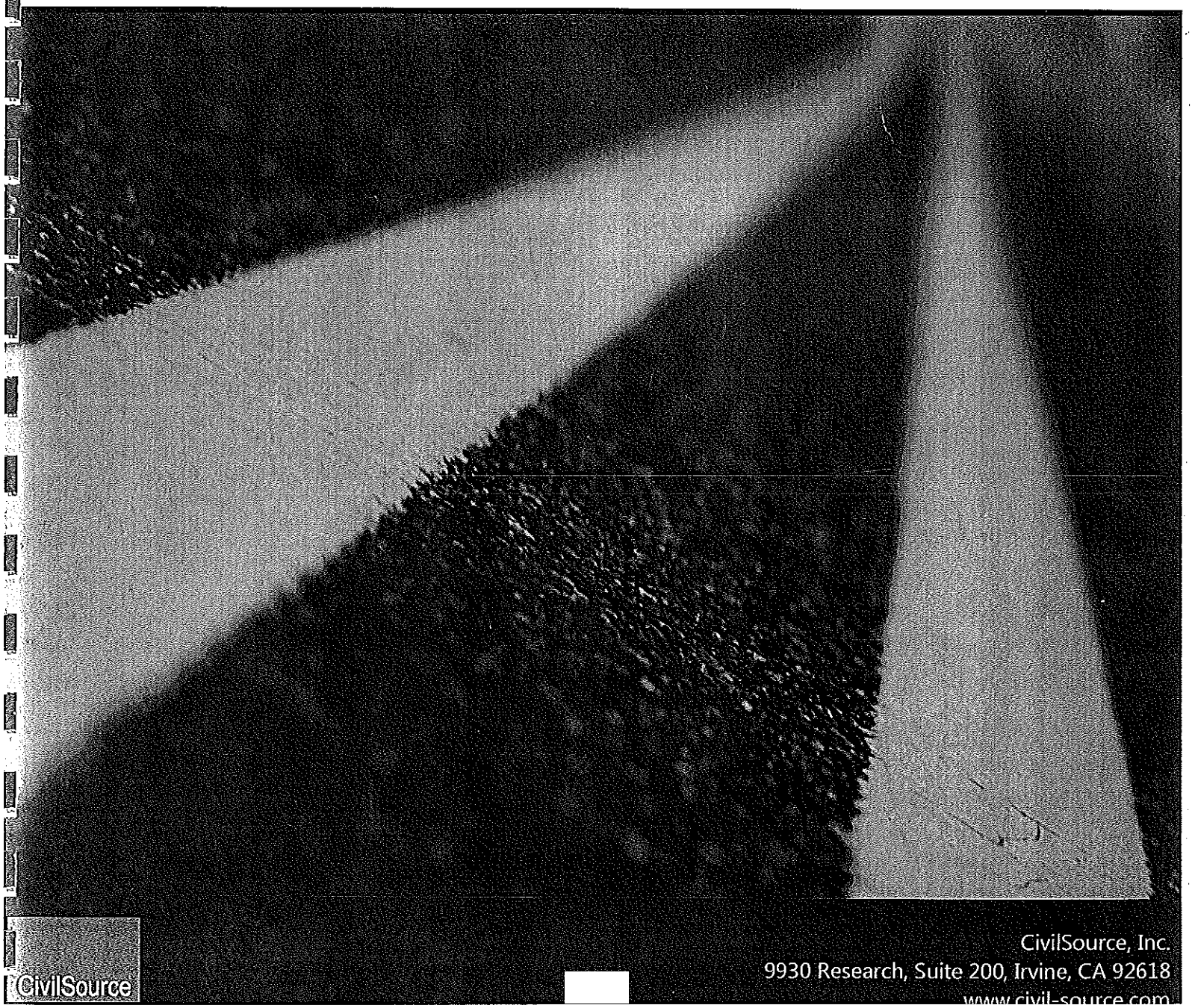
AYES: COUNCILMEMBERS –
NOES: COUNCILMEMBERS –
ABSTAIN: COUNCILMEMBERS –
ABSENT: COUNCILMEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

Proposal to Provide Professional

Pavement Design Services CDBG #13-02

for the City of Compton



CivilSource, Inc.
9930 Research, Suite 200, Irvine, CA 92618
www.civil-source.com

August 28, 2013

Glen W. C. Kau, P.E.
Director of Public Works/Municipal Utilities
City of Compton
City Clerk's Office
205 South Willowbrook Avenue
Compton, CA 90220

RE: Proposal to Perform Pavement Design Services (CDBG #13-02)

Dear Mr. Kau,

In response to the City of Compton's (City) request, CivilSource, Inc. (CivilSource) is pleased to present this proposal to perform professional pavement design services.

We are committed to meeting the City's needs and offer the following:

- **Project Understanding.** Our understanding of the project requirements is based upon a thorough evaluation of the scope of work provided in the Request for Proposal and a visit to the project sites. CivilSource fully understands the project requirements and constraints and is prepared to provide the City with competent professional engineering services to complete this project.
- **Technical Approach and Methodology.** CivilSource has a proven work plan to complete projects on time, within budget, and with minimal impact to the surrounding businesses and residents. Our quality, cost, and schedule control measures will result in timely and successful completion of the City's project.
- **Disadvantaged Business Enterprise.** CivilSource is a certified DBE/SBE/WBE
- **Past Performance Record.** CivilSource has a proven track record of successfully providing professional services to local agencies throughout southern California, most of which have been repeat clients, including the cities of Anaheim, Brea, Buena Park, Costa Mesa, Culver City, Cypress, Downey, Hermosa Beach, Huntington Beach, Inglewood, Irvine, La Habra, La Habra Heights, Laguna Beach, Laguna Woods, Lake Forest, Lomita, Mission Viejo, Moreno Valley, National City, Norwalk, Pomona, Rancho Santa Margarita, Santa Monica, Villa Park, and Yorba Linda. We encourage the City to contact our references to confirm our successful track record.
- **Competitive Rates.** We understand the budget constraints cities are often faced with. Our proposed fee is negotiable and our references will attest to our willingness to work within any budget.

We believe these strengths make CivilSource uniquely qualified to provide the City with professional services. We thank you for the opportunity to submit our proposal and we look forward to further discussions with you regarding your project. As required, CivilSource agrees to comply with the City's Professional Service Agreement requirements. Should you have any questions or need additional information, please contact me at our office (949) 585-0477 or by email at amy@civil-source.com.

Respectfully submitted,
CIVILSOURCE, INC.

Amy Amirani

Amy Amirani, P.E.
Principal

FIRM PROFILE

CivilSource is a DBE/SBE/WBE-certified professional consulting firm offering comprehensive civil engineering and program management services specializing in capital improvement projects including: **highways and roadways, traffic systems, water and wastewater systems, drainage and flood control, pump stations, parks and recreational facilities, and vertical construction.** Offering a large network of professionals with expertise in a variety of engineering fields, our team includes licensed civil and geotechnical engineers, certified inspectors, surveyors, and experienced public works professionals.



Operating out of a two-story building in Irvine, California, our 35+ employees have established solid relationships with public agencies and special districts throughout Southern California. Given the breadth of our public-sector client base, CivilSource's team members are intimately familiar with the structure of municipal government and public construction policy and will seamlessly integrate into the City of Compton (City).

CivilSource was founded by Amy Amirani in 2005 and incorporated as a California corporation the following year. Ms. Amirani is a registered Civil Engineer in the State of California and has held positions in several Southern California municipalities. As Owner and President, Ms. Amirani has guided CivilSource to rapid growth and proven success through delivery of projects on schedule and within budget.

Relevant Firm Experience

The successful administration of a project requires not only the knowledge of the design criteria and standards contained within construction documents, but also a detailed knowledge of the methods and means of delivery of the designed improvements. It further requires a practical, hands-on understanding of the City's project requirements and objectives. We have built our reputation on the successful delivery of projects within budget and on schedule, and we are ready to perpetuate our record on the City's projects.

The proposed CivilSource team has the in-depth knowledge and experience in all necessary facets of civil engineering design to complete the design and construction of the City's capital improvement projects, including but not limited to:

✓ Preliminary Design Report Preparation	✓ Traffic Control and Striping Design
✓ Pavement Rehabilitation Analysis	✓ Sidewalk Assessment and Rehabilitation
✓ Value Engineering	✓ Geotechnical Investigations Coordination
✓ Project Cost Estimate Preparation	✓ Traffic Signal, Lighting, and Electrical Design
✓ Grading, Street, and Storm Drain Designs	✓ Utility Investigation & Coordination
✓ Federal Funding/Grant Management	✓ Construction Engineering Support



We believe successful project completion is achieved by not only completing the project on time and within budget, but also with minimal impact to the surrounding businesses and residents. The proposed CivilSource team brings to the City a wealth of knowledge and experience of capital infrastructure improvements that allows them to proactively anticipate, identify and address potential issues before they arise and then to resolve them before they impact the budget and schedule. In addition, the team is supported by our construction management staff that provides in-house constructability reviews.

The proposed CivilSource Team has a special expertise in the design engineering of roadway improvements. Our team's experience includes the inspection and field assessment of roadways for recommended pavement repairs and the development of plans, specifications and cost estimates for a variety of roadway associated improvements including hardscape improvements (sidewalk, curb and gutter, driveways, medians); street rehabilitation (restoration, resurfacing, reconstruction); installation of new traffic signals; traffic signal coordination; landscape; and, drainage improvements. This wide variety of project experience has allowed us to establish a design process that enables CivilSource to efficiently meet the client's objectives. This, in turn, allows CivilSource to provide the maximum benefit to our clients while utilizing a limited construction budget. By selecting CivilSource, we believe the City of Compton will truly receive the best value of use for the City's funds.

Our team also has extensive expertise in the use of computerized **scheduling software such as Primavera Suretrak and Microsoft Project to assist in managing projects**, and we use established methods to ensure that information can be readily obtained, distributed, and catalogued.

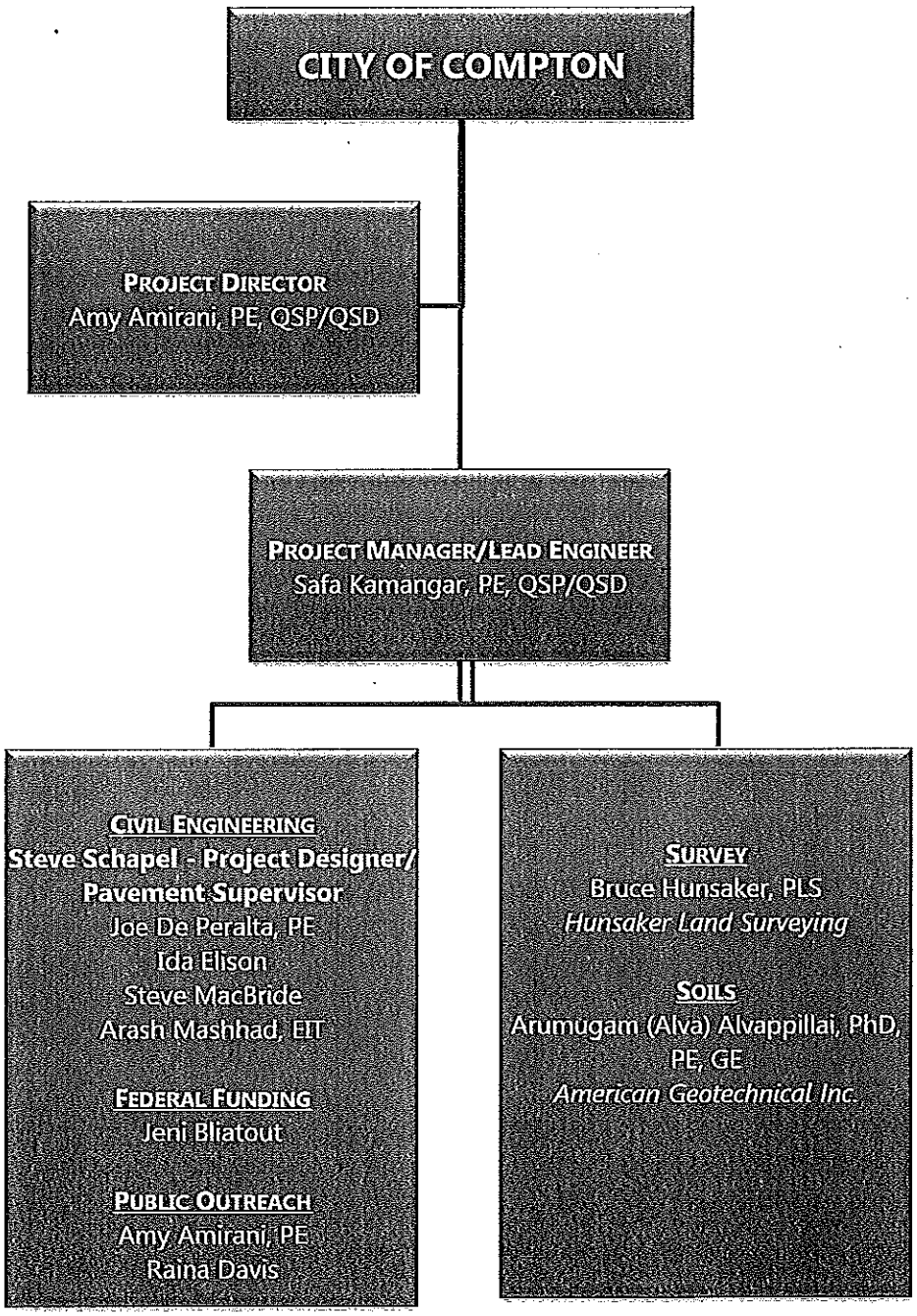
Our team also asserts quick response to problems, claims, submittals, RFI's, conflicts, and potential issues. Not only do contractors respect quick and thorough responses, but this allows the project to move along at or ahead of its scheduled pace. ***Ultimately, we manage the design and construction processes through close control of schedule and budget, through implementing measures which reduce project risks, through a process of thorough documentation and reporting, and through teamwork and an established and accepted set of tasks.***

The CivilSource team offers a proven approach based on experience, and a commitment to complete our assignments in a timely and cost-effective manner.

TEAM QUALIFICATIONS

CivilSource provides an in-house multi-disciplinary staff of professionals who are recognized specialists in their areas of expertise. The staff members have superb technical training and academic backgrounds. CivilSource has adequate personnel available to execute the project as requested by the City, and key staff members will be committed for the duration of the project assignment. In addition to the key personnel shown, CivilSource has support personnel available to assist the project, as necessary. The organization chart below shows the key members of the Project Team and their respective positions.

Organizational Chart



PROJECT APPROACH

Understanding

We have assembled a team of senior professionals to complete the design of various residential streets within the City and as itemized within RFP. Our understanding of the scope of work is to provide complete plans, specifications and cost estimates (PS&E) for the project.

CivilSource's understanding of the project is based on a site reconnaissance and a review of jurisdictional agency requirements. This groundwork provides a comprehensive understanding of the key issues anticipated for this project and will enable the CivilSource team to promptly and efficiently execute the design for the pavement and street rehabilitation of the locations below.

We understand that the Project will consist of the following streets (approximately 32,705 SF of local roads):

Street Name	From	To	Wide	Length	Area
152th Street	Amantha Avenue	Aprila Avenue	29	1100	31900
153rd Street	Amantha Avenue	Aprila Avenue	28	1100	30800
Amantha Avenue	Compton Boulevard	154th Street	34	1240	42160
Aprila Avenue	156th Street	Alondra Boulevard	30	1720	51600
Aprila Avenue	Compton Boulevard	154th Street	34	1530	52020
Caswell Avenue	Cypress Street	156th Street	28	1480	41440
Clymar Avenue	156th Street	Cypress Avenue	29	1480	42920
Clymar Avenue	Cypress Avenue	Alondra Boulevard	33	350	11550
Corlett Avenue	156th Street	Cypress Avenue	29	1300	37700
Corydon Street	Amantha Avenue	Aprila Avenue	28	990	27720
Cypress Avenue	West End	Barclay Avenue	29	1870	54230
Dwight Avenue	Almond Street	Compton Boulevard	30	1500	45000
Dwight Avenue	Myrrh Street	Laurel Street	30	280	8400
Kemp Avenue	Myrrh Street	Laurel Street	30	280	8400
Myrrh Street	Dwight Avenue	Kemp Avenue	30	1270	38100
Taper Avenue	Cypress Street	156th Street	30	1470	44100
Atlantic Drive	Atlantic Avenue	Greenleaf Boulevard	27	2000	54000
Bennett Street	Long Beach Boulevard	Poinsettia Avenue	28	700	19600
Caldwell Street	Harris Avenue	Atlantic Drive	33	1550	51150
Essey Avenue	Myrrh Street	Alondra Boulevard	33	350	11550
Glencoe Street	Long Beach Boulevard	Poinsettia Avenue	27	650	17550
Harris Avenue	Alondra Boulevard	Compton Boulevard	27	2685	72495
Locust Circle	Holly Avenue	Holly Avenue	26	1220	31720
Shinner Street	Long Beach Boulevard	Poinsettia Avenue	28	500	14000
Temple Avenue	Caldwell Street	Greenleaf Boulevard	25	1320	33000
Washington Avenue	Alondra Boulevard	Greenleaf Boulevard	30	2770	83100

In addition, the project will replace damaged and/or uplifted sections of sidewalk, curb and gutter, and reconstruct curb access ramps to be in compliance with Americans with Disabilities Act (ADA) requirements. No profile will be provided.

Our objective will be to document the observations from our visual inspections which will help us generate the construction documents for this project.

Technical Approach

In preparation of this proposal, CivilSource has thoroughly gathered and evaluated accessible information to fully understand the project. Our project team has also visited the project sites and thoroughly documented, evaluated, and photographed existing pavement conditions, drainage issues, utilities and potential project constraints. Based on our knowledge of pavement rehabilitation design and construction principals, our previous similar projects, and operational requirements, we have developed a summary of design considerations that will need to be addressed specifically for this project. The following information serves to address these critical design issues and provides a basis for CivilSource's approach to designing the construction of the proposed improvements. Issues to be considered during the design phase are as follows:

- **Existing utilities depth and cover.** Total reconstruction of street pavement can often result in impacts to existing shallow utilities. All utilities must be shown on the plans. Thorough utility research will be conducted to ensure an accurate and comprehensive plan disclosure and to coordinate follow-up investigative activities with those utility companies whose facilities are being impacted. These activities would include requesting the utility companies to pothole their facilities when necessary throughout the design phase of the project. Given that utility coordination is a very important aspect of any project, the CivilSource team will apply a disciplined approach for managing joint activities with the utility agencies.
- **Original/existing structural section construction age and material.** We will review all existing data including recommendations in the pavement management system, will conduct thorough field inspections, and, based on our knowledge and experience with AC design requirements, we will propose alternative rehabilitation methods.
- **ADA Compliance and Missing Sidewalk.** CivilSource will review the parkway areas within the project limits for ADA compliance, and recommend where appropriate the removal and replacement of or construction of ADA compliant curb ramps.
- **Clear and complete plans.** We will provide clear and complete plans with consideration for constructability of proposed improvements in order to prevent delays.
- **Access.** Emergency vehicle and public access will be considered in design drawing at all times.
- **Existing easements.** We will identify all easements for overhead and underground utilities.
- **Rehabilitation Methods.** Protection of the roadway assets within the City of Compton requires a balance between engineering requirements, social needs and budget. Placement of overlays and/or Asphalt Rubber and Aggregate Membrane Surfacing (ARAM) provides a cost effective wearing surface capable of filling surface voids and replacing surface fines lost over time due to a combination of tire wear, water runoff and exposure to sunlight. Recommendation of the most appropriate new wearing surface will be based on the existing Pavement Management Study conducted by Kimley Horn and Associates, geotechnical recommendations and visual observations such as the rate of wear, presence or absence of surface damage, and pavement irregularities.

  The existing conditions will be compared to contributing and/or edge conditions such as longitudinal street slope, skid resistance requirements, water runoff, street width and width uniformity, on street parking, presence or absence of curb and gutter, sidewalk, etc. The existing conditions will be reviewed to provide recommendations for establishing uniform conditions along each roadway and/or within each area of the City. Providing uniform recommendations presents several advantages including construction logistics, minimizing costs of multiple activities within a given area, contract administration, field inspection and quality control, etc. Selection of appropriate surfacing materials providing the City with uniform conditions is also consistent with resident expectations.

- **Existing Drainage.** One critical element of pavement performance evaluation is the effect of drainage. A drainage system, or sometimes lack of, affects the structural adequacy of a pavement section. It should be discussed what kind of drainage information should be collected to aid the City in determining pavement rehabilitation methods. We will provide for adequate and positive drainage and drainage away from private property and into the existing drainage system.
- **Signing and Striping.** We will identify non-conforming or deficient traffic control devices in the field according to the latest edition of California MUTCD, including improper placement and wear-and-tear conditions of existing signs. We will also review existing sign placements and recommend installation of missing signs to promote consistency along major arterials.
- **Meetings.** Meetings will be crucial during all phases of the project. An initial kickoff meeting will be held in order to establish communications, set protocols, and build the procedural framework for the project.
- **Existing Improvements.** Based on a review of the site, to avoid as much as possible the removal and replacement of capital improvements that have been constructed, we will give recommendations for the final design to fit seamlessly with future and previously performed improvements. Existing improvements, such will be protected-in-place as feasible.
- **Pedestrian Safety.** Having the opportunity to create a truly pedestrian friendly parkway environment is an achievable goal. Addressing current ADA requirements within the parkway and construction of sidewalk around any existing obstructions such as driveways, utility poles and other private encroachments will be included.
- **Utility/Agency Coordination.** Street and parkway improvements can often result in impacts to existing utilities. All utilities must be shown on the plans. Thorough utility research will be conducted to ensure an accurate and comprehensive plan disclosure and to coordinate follow-up investigative activities with those utility companies whose facilities are being impacted. These activities would include requesting the utility companies to pothole their facilities when necessary throughout the design phase of the project. Given that utility coordination is a very important aspect of any project, the CivilSource team will apply a disciplined approach for managing joint activities with the utility agencies. If any utility relocation such as fire hydrants, pull boxes, or vaults are deemed necessary, they will be identified at early stages of the design and coordination with the responsible agency will be made, so that all conflicts will be resolved before project is awarded for construction.
- **CDBG Funding.** We will ensure that the project specifications include all required federal provisions related to CDBG funding including but not limited to MBE/WBE goals, Davis-Bacon Act provisions and wages, subcontractor flow down requirements, Section 3 Provisions, etc.

  As a design firm, CivilSource finds it extremely valuable to know the budgetary limits of the project. It will be our job and commitment to ensure that this project is completed within budget and on time. We believe that delivery of a tight, well-formatted and thorough PS&E package is essential to the accomplishment of this objective. In addition, we will be sure to maximize the grant funding received by the City.
- **Stakeholder Coordination.** Coordination with stakeholders will be critical to the project's success. We will determine early on what agencies and stakeholders will need to be included and meet with each one as required. Coordination with each city department, notification of the traveling public and adjacent property owners, communication with refuse collectors, the Postal Service, and emergency personnel, and coordination with all wet and dry utility providers.
- **Constructability Review.** Contract documents will be developed including construction plans, special provisions, and cost estimates. These documents will be reviewed for constructability by our construction management team to avoid potential issues during the construction.

Scope of Work

The proposed scope of work can include, but is not limited to:

A. Preliminary Engineering

1. Kick-Off Meeting
   At the start of the project *CivilSource* will have a kick-off meeting with City Staff and the project team to review the project objectives, schedule, the scope and approach. At this meeting, CivilSource will establish a point of contact for the project and request all available information related to the project.

2. Gather Data and Review Project Documentation
   CivilSource will research all information pertinent to the project such as the latest street improvement plans, sewer plans and drainage plans in order to include this information in the improvement plans. We will make sure our Base Maps show the right of way, curb and gutter, sidewalk, street centerline, access ramps, driveways, manholes, valves etc. In addition we will include all information obtained from the utility companies within the roadway and parkways. We will rely on existing as-built plans and other City provided documentation to create the Base Maps. The base maps will then be confirmed during our field walks. The main objective is to have all existing improvements accurately depicted in our base maps so that all constraints are considered during our design of the project.



3. Utility Research and Coordination
   This task includes obtaining existing dry and wet utility plans within the project limits. It also includes the coordination of the adjustment of any utilities to grade per city or other agency standards. Once the plans are completed we will send them to all utility companies affected by the project.

   We will research and establish precise location of all utilities and utility easements, as necessary. Utility coordination on the project will be ongoing and will generally consist of the following sub tasks:
   a. Access the Underground Service Alert's website and compile a list of member agencies that own facilities within the project limits.
   b. Augment and/or refine the above list based on available information at the City Records Department and from field investigation.
   c. Notify each utility purveyor, in writing, of the City's proposed plans and schedule and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
   d. Utilities shown on the record drawings will be surface verified, and added to the base map, along with the most recent easement lines shown for each facility.
   e. Identify interfaces between existing facilities and future project construction.
   f. Consult with the service planners and others as necessary within each utility company to resolve any conflicts.
   g. Keep City staff informed on all discussions with utility companies via written meeting minutes or records of telephone conversation.

h. Prepare a Utility Notification Log to track utility company contacts and responses including contact information and dates of all outgoing and incoming correspondence.
i. With prior approval from the City, CivilSource will provide copies of the approved plans to the utility purveyors to facilitate planning future modifications
j. If applicable, send final notice to each affected utility company to complete relocations prior to anticipated construction start date.

4. Soils/ Investigation Report
This task includes pavement engineer and geotechnical engineer review and mapping the existing street conditions, core samples of existing pavement section and subgrade to establish thicknesses, soils index and engineering properties. Provide alternatives and prudent recommendations for rehabilitating the pavements. These may consist of simply remove and replace, including use of alternative construction methods and paving material, AC, ARHM, PCC, or any other approaches.

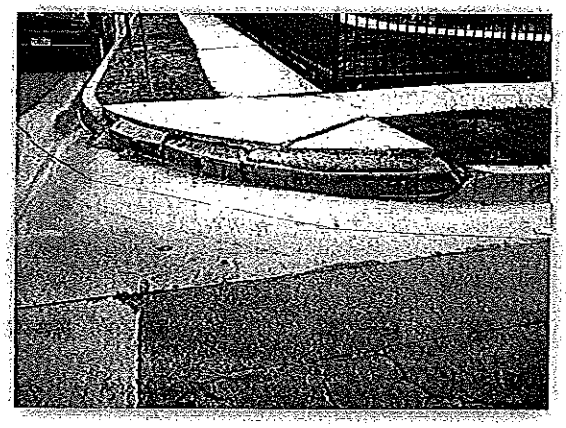
5. Field Reviews
CivilSource will walk the project limits to visually assess the pavement condition and identify the specific improvements to be included in the project. Our design team will conduct field walks of the listed streets to document existing pavement and concrete conditions accurately and to identify areas that need to be removed and reconstructed, stripping & signage installations, utilities that will need to be adjusted to the new grades, and access ramps that need upgrading to meet current ADA requirements. We will also identify any existing improvements that may be affected by the proposed improvements so that we can protect them in-place as feasible. During our field walks we will pay close attention to the existing drainage patterns and identify any deficiencies. Our team will check the adequacy of the existing improvements to convey the runoff without affecting private properties. Additionally, as we walk these streets our design team will note any deficiencies within the parkways. We will pay close attention to the condition of existing access ramps and sidewalks, especially around any existing obstructions such as utility poles, and other private encroachments which may create safety problems.



6. Evaluate Rehabilitation Alternatives
   a. Following a thorough evaluation of the geotechnical report and completion of the field walks, CivilSource will select the most cost effective method for pavement reconstruction.
   b. CivilSource will use the latest unit prices to be able to compare alternatives and to select the preferred alternative.

7. Prepare Preliminary (30%) Design Plans
   a. CivilSource will prepare 30% design plans and a preliminary cost estimate for submittal to the City of Compton.

B. Final Engineering – PS&E
We are anticipating that CivilSource will make three submittals of the PS&E to the City of Compton at the 60%, 90%, and 100% levels of completion. Each submittal will include 2 sets of plans, project specifications and engineer's cost estimate.



The final construction specifications, cost estimate and plans at 100% completion will include the base bid and additive alternate (if appropriate) and will incorporate comments from the City, affected agencies and utility companies. The plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. CivilSource will deliver completed and approved construction drawings on or ahead of approved schedules. All designs shall be prepared and submitted in a manner that ensures a complete design approved by the City Engineer with no more than two plan check submittals. Where applicable, the construction drawings will conform to the appropriate applicable standards such as City, State and Federal laws, City Design Manuals, City Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications (for traffic signal and striping work and all work within State R/W), APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Control Devices, and as revised and amended.

1. Upon City approval, CivilSource will provide the final construction drawings in digital format and one set of mylars, sealed and signed by a supervising California Licensed Civil Engineer. All correspondences and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product.

2. CivilSource will provide one full set bid package ready for advertising.

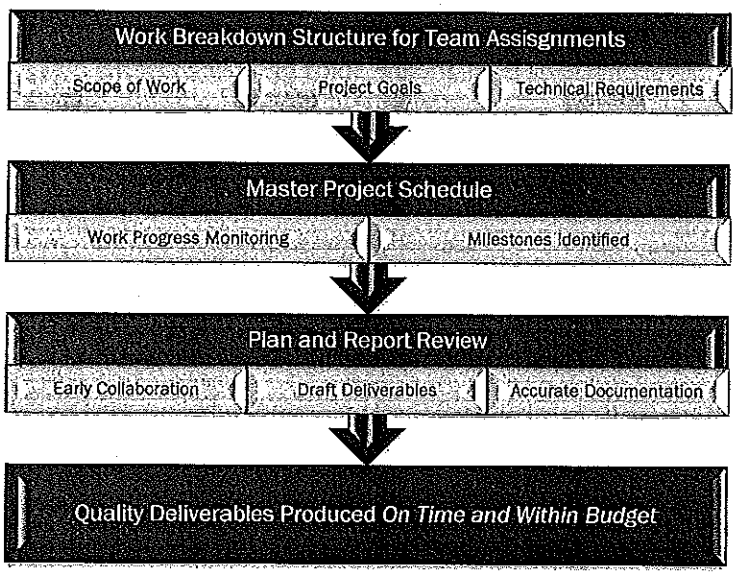
C. Bid Services

Once the plans are approved and advertised, CivilSource will assist City staff with bid/award activities, including responding to bidder questions, preparing addendums and evaluating construction bids.

Not included at this time are any fees associated with the restoration of survey markings, centerline ties and bench marks. It has been our experience that it has been more cost effective to have the Contractor be responsible for the restoration of survey monumentation. However, if requested, our surveying subconsultant, Hunsaker Land Surveying, will perform this work.

Our Proven Approach & Methodology

Our primary approach is to serve as a direct extension (i.e. surrogate staff) of the City staff. Our approach is based on strong commitment to total quality assurance and follows a proven path of work elements and tasks to ensure a successful project. Working together with the City's Project Manager, CivilSource's Project Manager will lead the project team.



At the onset of this project, the Project Manager will meet with team members to review the requirements, prepare a Work Breakdown Structure (WBS), and make team assignments for maximum efficiency of resources. The detailed WBS will communicate the scope of work, constraints, and technical requirements to all project participants. The WBS shall identify the procedures and technical requirements that are to be followed in developing the design documents and deliverables. The WBS also describes the responsibilities of each participant in the project.

A Master Project Schedule will be prepared following the WBS showing the relationship between tasks and the expected start date and duration for each item. This schedule will serve as the guide to conducting and monitoring the progress of the work, and to ensure projects are completed on time and within budget. To ensure accurate monitoring and tracking of documents, revisions and progress, a document tracking and control system will be developed.

To facilitate the review and approval process, we will work closely with the key individuals at the City who are responsible for the review of specific elements of the project and will submit draft copies of significant work items before the milestone submittal dates. This will give us a clear understanding of what the reviewers expect, and they will have a preview of what will be submitted before the actual submittal is made. Our past experience working on projects with cities has taught us the importance of maintaining accurate and detailed meeting minutes, decision logs, and action item lists during the project development process.

Quality Management

CivilSource recognizes that a successful project must start with a clear project understanding and knowledge of the City's standards and requirements. Quality control is embedded within our employees and is most effective when practiced continuously throughout the design and construction process. This is a characteristic that is valued and rewarded within our team and will provide the City with a properly designed and constructed project that we expect to exceed its required service life.

During the design process, CivilSource has a time tested and proven Project Quality Manual (PQM) that is used for every design project. The PQM describes the project quality process that shall be followed during the development of the design documents, and other project deliverables. The Design Project Quality Plan, in general, is as follows:

- Project Concept Review: Reviews the basic concepts for feasibility and conformance to the project criteria.
- Evaluates engineering decisions based on cost, constructability, and risk management.
- Discipline Review: Verifies the work for each of the technical disciplines including subconsultants. Each subconsultant discipline has a checklist to review each submittal to ensure technical accuracy and no conflicts with the civil design and other disciplines.
- Graphics/CAD Standards Review: Verifies that drawings meet graphic and/or CAD standards for each project including color, weight, level style, and level.
- Project Manager Review: Confirms that project deliverables conform to the scope of work and that documents supplied by others (i.e., client, subconsultants, etc.) are properly incorporated.
- In-house Constructability Review
- Client Comment Review: Assures that client comments have been addressed. We will either use our standard comment letter response or use one provided by the City.
- Coordination Review Meeting: Coordinate all work of the disciplines.
- QA/QC Review: Independent review to verify the accuracy, completeness, and coordination of drawings, specifications, and cost estimates for all design disciplines.

Communication

CivilSource will meet with City project representatives regularly and remain in constant communication to ensure successful and timely delivery of the project. Meeting minutes will be distributed within three working days of the meeting identifying action items, assignments and due dates.

Senior staff will meet with assigned project personnel regularly and remain in constant communication to ensure successful and timely delivery of the project. Utilizing this technique will guarantee adequate technical support, thorough review and analysis of project issues, consistency in decisions and recommendations, and will provide a concise list of tasks to be accomplished by each team member and a specific time schedule to complete the task.

This constant communication, in conjunction with in-person meetings, allows our staff to meet project milestones.

Issue Resolution

Creative problem solving evolves from maintaining communication, building consensus, and identifying issues before they become problems. We encourage interactive participation of involved parties to allow for appropriate orientation and awareness of project site potential and constraints, obtaining concurrence on schedules, team effort conflict resolution, adaptability, flexibility, responsiveness, and looking at problems as opportunities.

Design solutions come from solving problems in a direct manner. Proper analysis of site constraints based upon physical elements, program factors, economic issues, jurisdictional guidelines, and political aspects will set a practical approach towards satisfying proposed goals. CivilSource is committed to effectively managing and producing quality design solutions that express our knowledge, experience, value-orientation, talents, and client confidence with integrity, understanding and creativity. Our reputation for individualized design and client responsiveness has resulted in a consistent record of repeat clients and referrals. Our charge will be to inventory, index, augment, prioritize, and basically explore the options, opportunities, and constraints to maximize a pleasant and successful experience.

Cost Control

We are able to continually evaluate a project's program/cost coordination through all project phases to enable informed and timely decision-making by our clients and the entire project team. Cost control techniques include program budget analysis, value engineering, life-cycle cost analysis and quantity-based estimating. We rely on an open-book, inclusive process that demonstrates the costs and benefits of varying design options. This budget confirmation process starts in the earliest stages of the project, when design and engineering alternatives have the greatest potential impact on costs. Our design teams analyze client goals, technical requirements, alternative building concepts, construction costs and long-term operational costs to define the optimum scope within the budget, ensuring long-term flexibility and value.

Schedule Control

The key to effective schedule control is to measure actual progress and compare it to planned progress on a timely and regular basis and to take necessary corrective action immediately. We propose to supplement each major task as identified in the Master Project Schedule with a supplemental schedule to keep careful track of where each individual component stands. This will improve your project manager's reporting, help identify problems that may result from delays, and readily afford the opportunity for modifying the schedule, when deemed necessary. As a result, your projects are completed on schedule.

Innovative Design

The CivilSource team focuses on providing safe, cost-effective, reliable, and sustainable improvements using innovative design and contracting techniques that meet the needs of the taxpayers, meet or exceed the minimum standards based on design improvements, and minimizes impacts to adjacent properties and vehicular and pedestrian traffic. Our experience engineering staff provides lower-cost or lower-impact alternatives in order to develop the least disruptive and least expensive designs.

In addition, the CivilSource team utilizes the latest in civil engineering design software to facilitate timely, efficient, and innovative engineering solutions for our clients. Our team relies on a host of computer resources which includes up-to-date, state-of-the-art technology that is in use today throughout the engineering industry. We make maximum use of PC-based CADD systems that allow for the storage of typical details, establish similarity of plan layouts, and enable rapid duplications for the efficient preparation of plan sheets.

Federal Funding Requirements

The CivilSource Project Team has provided program management, project engineering, design and construction support for a broad range of federally funded transportation projects, including CDBG, Safe Route to School, and other projects funded through FHWA, FTA and other federal programs.

Key federal provisions to be included in the project specifications consist of DBE/MBE/WBE goals, compliance with Davis Bacon Act for prevailing wage provisions, Section 3 compliance, flow down provisions to subcontractors, and a variety of other federal statutes and regulations.

Public works projects often have multiple funding sources including federal, state and local funding. We will develop and maintain a project documentation system acceptable to and in line with State and Federal funding requirements. At a minimum, it will encompass the following items:

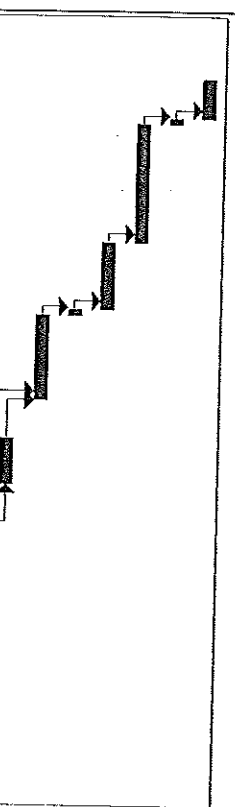
- Verification of submission of bonds and insurance documents from the Contractor
- Maintenance of a current record of all contract documents relevant to the contract work at the project site
- Maintenance of as-built set of contract plans
- Creation and maintenance of photographic album of all project phases which will be indexed for ease of retrieval.

PROJECT SCHEDULE

Civil Source Inc.
&
City of Compton

Schedule Summary
Pavement Design Services
CDBG # 13-02

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Wed 10/16/13	Wed 10/16/13
2	kick-off Meeting	1 day	Mon 10/21/13	Mon 10/21/13
3	Research for Base Plan	11 days	Mon 10/21/13	Mon 11/4/13
4	Soils Investigation/Report	16 days	Mon 10/21/13	Mon 11/11/13
5	Prepare Base Plans	10 days	Tue 11/12/13	Mon 11/25/13
6	30% Plan Submittal	1 day	Tue 11/26/13	Tue 11/26/13
7	City Review & Commnets on 30% Plans	14 days	Wed 11/27/13	Mon 12/16/13
8	Site Walk/Inspection with City Staff	6 days	Mon 12/2/13	Mon 12/9/13
9	Prepare Construction Documents & Specs.	11 days	Tue 12/17/13	Tue 12/31/13
10	60% Plan Submittal	1 day	Wed 1/1/14	Wed 1/1/14
11	City Review & Commnets on 60% Plans	8 days	Thu 1/2/14	Mon 1/13/14
12	Finalize Plans, Specs & Cost Estimate	15 days	Tue 1/14/14	Mon 2/3/14
13	90% Plan Submittal	1 day	Tue 2/4/14	Tue 2/4/14
14	City Review & Commnets on 90% Plans	5 days	Wed 2/5/14	Tue 2/11/14



Project: Compton CDBG13-02
Date: Tue 8/27/13

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

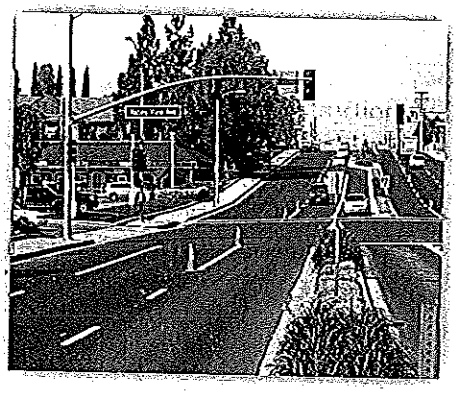
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PROJECT EXPERIENCE

CITY OF LA HABRA HEIGHTS | Residential Zone 4 & 5 Pavement Rehabilitation
Amad Qattan, Public Works Director/City Engineer, (562) 694-6302
1245 N. Hacienda Road, La Habra Heights, CA 90631
Year Started/Completed: 2011/2012; Construction Cost: $1M
CivilSource designed the City's annual citywide maintenance and slurry seal program, drainage improvements, and slope repair and stabilization. 5 mile-project included preparation of contract documents for the annual slurry seal program and localized AC spot repairs, stretches of new curb or swale, small areas of grind and overlay, inventory of existing traffic signs and making recommendations on replacing existing signs or installing new ones; preparation of detailed drawings for specific locations that have experienced poor storm water drainage due to pavement irregularities, entrance structure issues, or aged drainage structure; and soil investigation and preparation of design drawings to repair and stabilize damaged slopes and roadways in three specific areas.

CITY OF HERMOSA BEACH | Annual Street Rehabilitation Program
Frank Senteno, City Engineer, (310) 318-0239
1315 Valley Drive, Hermosa Beach, CA 90254
Year Started/Completed: 2012/2012; Construction Cost: $850,000
CivilSource prepared the plans, specifications and estimates for the City's Street Rehabilitation Program for 2.5 miles of various streets over the past 3 years. Project elements included cold milling, asphalt concrete overlay, cape seal, slurry seal, addressing drainage issues, reconstruction of curbs and gutters, spandrels, sidewalks, driveways, and driveway approaches, ADA ramps, signing and striping, and tree removal and replacement.

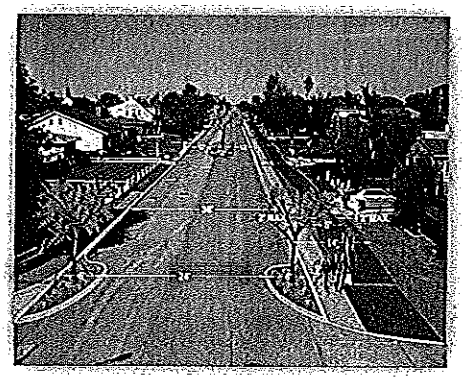
CITY OF YORBA LINDA | Citywide Slurry Seal Project
Jacki Scott, (Former) Asst. City Engineer, (714) 501-9272
4845 Casa Loma Avenue, Yorba Linda, CA 92885
Year Started/Completed: 2012/2012; Construction Cost: $2.6M
CivilSource prepared plans, specifications and estimates, and provided construction engineering support for this $2.6 million project for approximately 1.5 miles of roadway. Our team also performed the field inspection and assessment to determine locations for removal and replacement of asphalt, slurry seal, or rehabilitation.



CITY OF VILLA PARK | Citywide Street Improvements
Jarad Hildenbrand, City Manager, (714) 998-1500
17855 Santiago Boulevard, Villa Park, CA 92861
Year Started/Completed: 2012/Current; Construction Cost: $330,000
CivilSource provided data collection and field assessment for the rehabilitation of 3.5 miles of several streets within the City of Villa Park. The team was responsible for completing the plans, specifications and cost estimates associated with the recommended street improvements and for inspection oversight during construction.

CITY OF YORBA LINDA | Yorba Linda Boulevard Street Rehabilitation
Jacki Scott, Asst. City Engineer, (714) 961-7171
4845 Casa Loma Avenue, Yorba Linda, CA 92885
Year Started/Completed: 2010/2011; Construction Cost: $241,637
CivilSource prepared plans, specifications and estimates for a 2-mile primary arterial highway rehabilitation project. Improvements included asphalt overlay, reconstruction of curbs and gutters, cross gutters, spandrels, sidewalks, driveways and driveway approaches, ADA ramps, striping, traffic signal loops, and traffic control.

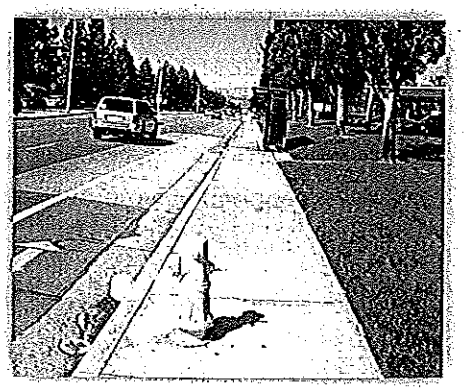
CITY OF COSTA MESA | PS&E Engineering Services for Capital Improvement Projects
Fariba Fazeli, Senior Engineer, (714) 754-5378
77 Fair Drive, Costa Mesa, CA 92626



CivilSource has completed PS&Es for several capital improvement projects in the City of Costa Mesa consisting of the following types of improvements/modifications: roadway rehabilitation, traffic signal, parkway, landscaping and irrigation, and storm drain improvements. Projects include **Cassia Street, Valencia Street, Magnolia Avenue/Alley/Parking Lot, Alley 72, Hamilton Street, Plumer Street, Bear Street and Orange Avenue, Paularino Avenue, Santa Ana Avenue, Shalimar Avenue, Tustin Avenue, Alley No. 109, Vanguard Street, Wilson Avenue, Mendoza Avenue, Center Avenue, Anaheim Avenue and Knox Place Alley**. All access ramps were reconstructed to current City, Caltrans and ADA standards. All projects required utility coordination and potholing to verify locations of existing utilities and preparation of signing and striping plans. The CivilSource effort included project managing the design efforts, utility coordination, and all necessary public outreach tasks. Other projects include:

- **Broadway Street Improvements.** Prepared plans, specifications and estimates for this federally-funded Safe Route to School project to implement traffic calming measures on Broadway to address resident concerns for speeding and to improve pedestrian and bicyclist safety. The project included the design of bulb-outs and medians, roadway rehabilitation, traffic signal, parkway, landscaping and irrigation, and storm drain improvements. The project also required utility coordination and potholing to verify locations of existing utilities and preparation of signing and striping plans. The CivilSource effort included managing the design efforts, utility coordination, and all necessary public outreach tasks. Public outreach consisted of one-on-one communication with each affected resident, facilitating public meetings, and incorporating resident comments into the design as necessary.
- **Design of Several Alleys.** Prepared plans, specifications and estimates for the total reconstruction or pavement rehabilitation of 11 alleys. Work included soil testing; structural section design; field surveying; replacement of alley entrance, damaged curb and gutters, cross gutters and spandrels, sidewalks, driveway and approaches, turf and irrigation; wheel chair ramp (WCR) designs meeting ADA requirements; planting and trimming trees; determining right-of-way; and, providing traffic control and striping plans.

CITY OF IRVINE | Culver/Walnut Widening and Street Improvements
Kirk Streets, Senior Civil Engineer, (949) 724-7554
6427 Oak Canyon, Building #1, Irvine, CA 92618



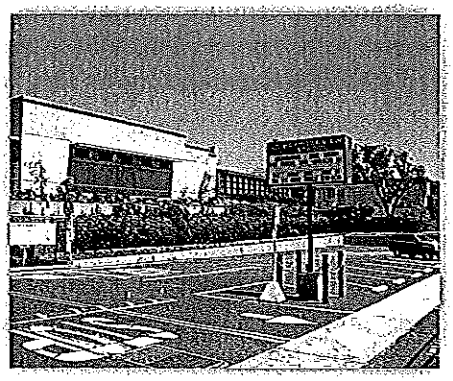
CivilSource provided project management for the preparation of plans, specifications, and estimates for a $2.5M roadway/intersection widening and street rehabilitation. Improvements included widening the roadway for additional lanes; median modifications; traffic signal and interconnect facility modifications; landscaping and irrigation modifications; ADA compliant sidewalks, bus stops and access ramps construction; and removal and replacement of damaged curb, gutter and sidewalk. Services entailed obtaining right-of-way clearance, utility relocation/coordination, identification of required easements, preparation of legal descriptions, coordination/facilitation of meetings with surrounding businesses and residents, Caltrans coordination, landscape architecture, field surveying, value engineering, hydrology and hydraulic studies, preparation of plans, specifications and cost estimates, management of design team, and construction engineering support.

CITY OF LAGUNA BEACH | North Laguna Alley Rehabilitation
Steve May, Public Works Director, (949) 497-0351
505 Forest Avenue, Laguna Beach, CA 92651
CivilSource provided Design, Survey and Construction Engineering services to complete the plans, specifications and estimates for the rehabilitation of 13 alleys in the North Laguna neighborhood. Rehabilitation strategies included: grading, removal and replacement of pavement sections, crack sealing, grinding, pavement cold milling, excavation of deteriorated and poorly draining pavement, alley concrete gutter repair and construction, construction of asphalt concrete repair, asphalt concrete overlay, repair of existing curb, gutter and sidewalk, installation of traffic signing and pavement markings, and adjustment of manholes/valves.



CITY OF RANCHO SANTA MARGARITA | Almea Aldea Bulb-Out & Buena Suerta Median Improvements
E. Maximous, City Engineer, (949) 635-1805
22112 El Paseo, Rancho Santa Margarita, CA 92688
CivilSource completed the plans, specifications and estimates for this CDBG-funded project. The Alma Aldea Bulbout Installation Project included the design of bulbouts, landscaping and irrigation at two high profile intersections in residential neighborhoods. The project will also include the installation of a median and associated landscaping and irrigation at another high profile intersection. The designed improvements are intended to improve pedestrian visibility and reduce vehicle speeds. Professional services also included public outreach in coordinating the work with nearby schools.

CITY OF HERMOSA BEACH | SR2S Hermosa View Improvements
Frank Senteno, Director of Public Works, (310) 318-0238
1315 Valley Drive, Hermosa Beach, CA 90254
CivilSource providing design engineering and construction inspection services for the Hermosa View School Safe Route to School Project. The existing routes to Hermosa View School are characterized by a lack of continuous sidewalks, limited sight distance, outdated signage, high commuter traffic, crossing deficiencies, incomplete crosswalks and other features that contribute to hazardous conditions for students walking or biking to school. The improvements included installation of continuous sidewalk and ADA curb access ramps; installation of crosswalks and pedestrian countdown signals; upgrading of school zone signs; and the addition of stand back lines with barriers in front of the school.



CITY OF CYPRESS | On-Call Civil Engineering Design Services
Alvin Papa, Senior Civil Engineer, (714) 229-6746
5275 Orange Ave., Cypress, CA 90630
CivilSource was awarded an as-needed professional engineering services contract to provide design engineering services for several roadway improvement projects. Projects to date include:

- **Holder Street Improvements.** Services included preparing street improvement and striping plans for Holder Street to improve the crosswalks and ramps at the intersection to comply with ADA standards and stripe a southbound bike lane along Holder Street

- **Cerritos Avenue (East) Widening Project.** The project provided for widening of the roadway to full width for additional through capacity thereby relieving congestion at the intersection. The proposed improvements consist of removal and replacement of curb, gutter, sidewalk, curb ramps, and driveways; relocation of traffic signals, power poles, light poles, fire hydrants, and utility boxes; and asphalt paving, traffic striping, retaining wall construction, and other appurtenant site improvements on the east side of Walker Street and along the south side of Cerritos Avenue. Services entailed soil testing and structural section design; field surveying; design of concrete improvements; traffic signal modification design, street light relocation design and coordination providing wheelchair ramp designs; traffic control plans, preparation of plans, specifications and cost estimates; and, construction engineering & bid phase support.



- **Katella Avenue Improvements.** Services included preparing street improvement plans for the Katella Avenue and Meridian Drive Intersection included checking existing access ramps and design improvements to comply with ADA Standards; revising existing raised medians to ensure no interference with proposed crosswalks; adding missing crosswalks across Katella Avenue; surveying and plotting 10'x10' grid for the intersection to evaluate grades in relation to drainage and rideability and design recommended improvements; and the addition of pedestrian push button and pedestrian indicator head.

CITY OF CULVER CITY | Sawtelle Boulevard Street Rehabilitation
Sammy Romo, Project Manager, (310) 253-5600
9770 Culver Boulevard, Culver City, CA 90232
CivilSource provided professional design services for the $1.5 million Sawtelle Boulevard Street Rehabilitation from Venice Boulevard to Matteson Street. Services included providing construction plans and cost estimates, preparing traffic control plans and processing a Caltrans encroachment permit for the work. The traffic control plans were prepared in accordance with Caltrans requirements and included a detour plan and advanced message boards as the proposed work impacted the I-405 on- and off-ramps.

CITY OF REDONDO BEACH | Pacific Coast Highway at Palos Verdes Boulevard
John Mate, Transportation Engineer, (310) 318-0661
415 Diamond Street, Door E, Redondo Beach, CA 90277
Currently preparing plans, specifications and estimates for the Pacific Coast Highway (PCH) and Palos Verdes Boulevard Intersection Improvements. The proposed improvements consist of the installation of a right turn lane along Palos Verdes Boulevard at the northeast corner with PCH. The existing sidewalk will be reduced, the street widened, and a right turn lane installed. Consideration for bicycle improvements is also necessary.

CITY OF BUENA PARK | Stage Road Rehabilitation
Ken Kim, Civil Engineer, (714) 562-3688
6650 Beach Boulevard, Buena Park, CA 90622
Design and construction support services for the $1.1M Stage Road Rehabilitation. Improvements included total pavement reconstruction, redesign of existing cross sections as needed to improve drainage and drivability, and repair of damaged sections of the asphalt. Services also included soils testing, field surveying, utility relocation/coordination; multiple agency coordination; evaluation of access ramps for ADA compliance; and evaluation of traffic loop detectors; preparation of plans, specifications and cost estimates; and construction engineering support.

Summary of Local agency Project Experience

We have built our reputation on the successful delivery of projects within budget and on schedule, and we are eager to serve the City. Provided herein is a summary of the firm's local agency project experience (additional firm experience will be provided upon request). **As-Needed contracts are denoted with an asterisk (*).**

PROJECT EXPERIENCE SUMMARY

Agency	Project	Services		Capital Improvement Type						
		Engineering Support	CM/Inspection	Streets & Alleys	Bridges	Facilities &Community	Sewer, Storm Drain & Water	Parks & Parks Facilities, Landscaping/Irrigation	Traffic Signal & Lighting
City of Baldwin Park	Storm Drain Improvements on Corak Street	✓		✓			✓		
City of Brea*	Puente Avenue Rehabilitation	✓		✓					
	Glenbrook Tract Water Main Replacement	✓					✓		
City of Buena Park	Franklin & Darlington Improvements	✓		✓					
	SR-91 Freeway E/B On-Ramp Widening		✓	✓					
	Stage Street Rehabilitation	✓		✓					
City of Costa Mesa	Magnolia Avenue/Alley/Parking Lot	✓		✓					
	Tustin Avenue and Alley No. 109	✓		✓					
	Broadway Street Improvements (SRTS)	✓		✓			✓		
City of Culver City*	Sawtelle Boulevard Rehabilitation	✓		✓					
	Four Sewer Pump Station Rehabilitation		✓				✓		
	Demonstration Rain Gardens		✓					✓	
City of Cypress*	Cerritos Avenue Widening	✓		✓			✓		✓
City of Downey*	Paramount Boulevard Pavement		✓	✓					
	Lakewood Boulevard Improvements		✓	✓					
	Downey Boulevard Improvements		✓	✓					
City of Fountain Valley	Residential Paving Program	✓		✓					
	15 Year Sewer System Improvements	✓					✓		
	TI159 Industrial Streets Rehabilitation		✓	✓					
City of Hermosa Beach	Active South Park	✓						✓	
	Hermosa View SR2S Project	✓	✓	✓					✓
	Pier Avenue Improvements		✓	✓			✓		
City of Huntington Beach*	City Hall Modifications	✓				✓			
	Sewer Lift Station #24 & Force Main		✓				✓		
	Utility Operations Center Upgrades		✓			✓			
	Warner Avenue Bridge Preventative	✓			✓				
City of Irvine*	Culver/Walnut Widening	✓		✓			✓		✓
	University Drive Rehabilitation	✓		✓					
Irvine Ranch Water District	Portola Hills Lift Station Improvements	✓					✓		
City of La Habra	La Bonita Park Water Facility	✓	✓	✓		✓	✓	✓	

PROJECT EXPERIENCE SUMMARY (Con't)

Agency	Project	Services		Capital Improvement Type					
		Design	CM/Inspection	Streets & Alleys	Bridges	Facilities &Community	Sewer, Storm Drain & Water	Parks & Parks Facilities, Landscaping/Irrigation	Traffic Signal & Lighting
City of La Habra Heights*	Hacienda Park Improvements	✓						✓	
	Playground Equipment Replacement	✓						✓	
	Residential Zone 4 & 5 Pavement Rehabilitation	✓		✓					
City of Laguna Beach	North Laguna Alley Rehabilitation	✓		✓					
	Storm Drain Replacement at City's Dog Park	✓					✓		
	Lift Station and Force Main Improvements		✓				✓		
Laguna Beach County Water District*	Cast Iron Pipe Replacement Project	✓	✓				✓		
	La Brea Area Flow Imps/Viejo St. CIP	✓	✓				✓		
	Palmer Place Flow Improvement Project	✓	✓				✓		
City of Laguna Niguel	Paseo De Colinas Bridge Seismic Retrofit	✓			✓				
	Golden Lantern Roadway Widening		✓	✓					
	Sea County Community & Senior Center		✓			✓			
City of Laguna Woods*	On-Call Engineering Services	✓	✓	✓	✓	✓	✓	✓	✓
	On-Call Traffic Engineering Services	✓	✓						✓
City of Lake Forest*	Trabuco Boulevard Street Improvements		✓	✓				✓	✓
	Rue De Fortuna Traffic Signal Improvements		✓						✓
	Heroes Snack Bar and Restroom Facility		✓		✓			✓	
City of Lomita	Water Main Replacement on PCH		✓				✓		
	Water Main & Street Improvements		✓	✓			✓		
	Citywide Sidewalk Improvements (SR2S)	✓	✓	✓					
City of Long Beach	Lois Lane Alley Improvements	✓		✓					
City of Los Alamitos	Ball/Bloomfield Storm Drain Improvements		✓	✓			✓		
Moulton Niguel Water District	Camino Capistrano Pipe Relocation	✓					✓		
City of Norwalk*	I-5 Mitigation at Union and Paddison		✓	✓					
Orange County Public Works*	Bayview Drive		✓	✓					
	Foothill Boulevard		✓	✓					
	Moulton Parkway Segment 3 Phase II		✓	✓					
	Crawford Canyon Road		✓	✓					

PROJECT EXPERIENCE SUMMARY (Con't)											
Agency	Project	Services		Capital Improvement Type							
		Design	CM/Inspection	Streets & Alleys	Bridges	Facilities &Community	Sewer, Storm Drain & Water	Parks & Parks Facilities, Landscaping/Irrigation	Traffic Signal & Lighting		
City of Pomona*	Citywide Alley Improvements		✓	✓							
City of Rancho Santa Margarita*	Melinda Road and Los Alisos Slurry Seal		✓	✓							
	Installation of Battery Back Up Systems		✓						✓		
	Antonio Parkway Resurfacing		✓	✓							
	Robinson Ranch Road Traffic Calming		✓	✓				✓	✓		
City of San Juan Capistrano	Community Center Modifications	✓	✓			✓					
	Public Works Building Modifications	✓	✓			✓					
	Stone Field Soccer Park	✓	✓					✓			
Santa Margarita Water District	Antonio Parkway Forcemain Realignment	✓					✓				
City of Santa Monica*	2nd/4th Street Transit Mall Improvements		✓	✓				✓	✓		
	Bike Center/Parking Structure Improvements		✓	✓		✓					
	Annual Paving & Sidewalk Repair		✓	✓							
City of Stanton	Western Avenue Sewer Rehabilitation										
City of Villa Park*	FY 11/12 Street Improvement Project	✓	✓	✓							
City of Yorba Linda*	Savi Ranch Signs Display	✓	✓			✓	✓				
	Yorba Linda Boulevard Street Rehabilitation	✓		✓							
	Bastanchury Road Improvements		✓	✓					✓		

#19.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CIVILSOURCE, INC.

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 **CIVILSOURCE, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 9930 Research, Suite 200, Irvine, California 92618.

RECITALS:

WHEREAS, the City has secured funds from the U.S. Housing and Urban Development Department under the Community Development Block Grant Program to complete the pavement rehabilitation project; and

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to provide pavement resurfacing design services located within the eligible Community Development Block Grant (CDBG) qualified areas; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Engineer for this project and be responsible to provide design and engineering services for 26 street segments, including design support services during construction; and

WHEREAS, by Resolution No. _____, adopted on the __ of _____ 2013, the City Council authorized the City Manager to accept the proposal of the Consultant (CivilSource, Inc.) 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. **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 design and engineering services for the preparation of preliminary design and the final PS&E (plans, specifications and estimates) bid package including design support services during construction for pavement resurfacing according to Community Development Block Grant Program requirements on selected street segments located in eligible Community Development Block Grant qualified areas (Project No. CIP #13-02). Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Phase I – Preliminary Engineering

Task 1: Kick-Off Meeting

Task 2: Gather Data and Review Project Documentation

Task 3: Utility Research and Coordination

Task 4: Soils/Investigation Report

Task 5: Field Reviews

Task 6: Evaluate Rehabilitation Alternatives

Task 7: Prepare Preliminary Design Plans

Phase II – Final Engineering – Plans, Specifications and Estimates

Phase III – Bid Services

As more fully specified in the City's **"Request for Proposals for Pavement Design Services (CDBG #13-02)"** and described in Consultant's **"Proposal to Provide Professional Pavement Design Services CDBG #13-02 – Compton, California,"** dated August 28, 2013, both of which are incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Amy Amirani, P.E., Principal of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless terminated earlier. The parties anticipate that Consultant's services will be completed within four (4) months after commencement of the services by Consultant.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's Cost 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 in writing 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.**

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Sixty Eight Thousand One Hundred Fifteen Dollars ($68,115.00).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, 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.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. 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.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

7. 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.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. 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, reckless or willful misconduct for the 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.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. 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. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall

also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. 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.

15. 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.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in

addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Amy Amirani, P.E., Principal **(Date)**

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in

preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

24. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

25. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

26. 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.

27. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. 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 five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT:

CIVILSOURCE, INC.
9930 Research, Suite 200
Irvine, California 92618
Attn: Amy Amirani, P.E.
(949) 585-0477

(949) 585-0433 – fax.

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 Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

30. Miscellaneous. 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.

CIVILSOURCE, INC./CONSULTANT

Dated: _____ **By _____**
Amy Amirani, P.E.

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Glen W. C. Kau, P.E., Director
Public Works/Municipal Utilities Department

Approved by:

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

Approved as to form:

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

ATTEST:

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM CIVILSOURCE, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-02) WITHIN THE CITY LIMITS**

Glen Kau	**10/24/2013 9:26:17 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**10/30/2013 10:19:35 AM**
CITY CONTROLLER	DATE
G. Harold Duffey	**10/29/2013 2:04:17 PM**
CITY MANAGER	DATE

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

NOVEMBER 12, 2013

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL AND PETROLEUM PRODUCTS FOR THE COMPTON FIRE DEPARTMENT**

SUMMARY

This resolution authorizes the City Manager to establish a purchase order for $110,000.00 with The Jankovich Company to purchase diesel fuel, motor oil, transmission fluids and radiator coolant.

BACKGROUND

Provision and replacement of diesel fuel, motor oils, transmission oils, and radiator coolant is essential to the everyday response of fire apparatus. The purchase will allow fire department personnel to perform their daily duties.

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STATEMENT OF ISSUE

The Jankovich Company is one of a few local distributors of diesel fuel and other petroleum products in the area. The City's Public Works Department and Fire Department have determined that the Jankovich Company manufactures its own fuel and is not a broker. Therefore, Jankovich provides less of a price mark-up than other vendors who provide like products. Three proposals were collected from the following vendors, The Jankovich Company, Nickey Petroleum Company and SC Fuels. The Jankovich proposal was far more responsive and suitable to the Fire Departments needs.

In addition, Jankovich has provided a sensor on our fuel storage containers that alerts the Jankovich Company when the fuel level drops to a certain level. This benefit assist the Fire Department with timely deliveries that keeps our fuel level in the above ground storage tank from dropping below 900 Gallons.

We do not currently have a Purchase Order in place to pay a vendor who is delivering petroleum products to the Fire Department to assist in facilitating day to day operations. Therefore, a new purchase order must be established for the purpose of compensating the vendor for the replenishment of fuel, oil and radiator fluid.

FISCAL IMPACT

There is no further impact to the budget. Funds for this purchase are allocated in account 1001-690-000-4229 of the fiscal year's 2013-14 budget.

RECOMMENDATION

Staff recommends that Council approve the attached resolution.

JON THOMPSON
FIRE CHIEF

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL, AND PETROLEUM PRODUCTS FOR THE COMPTON FIRE DEPARTMENT

WHEREAS, the Fire Department has a continuous need for diesel fuel and various petroleum products for daily operations of vehicles and equipment; and

WHEREAS, during the 2012-2013 Fiscal Year Diesel Fuel was provided by Jankovich; and

WHEREAS, three proposals were collected from the following vendors, The Jankovich Company, Nickey Petroleum Company and SC Fuels; and

WHEREAS, there are no vendors within the city limits of Compton that sell and deliver red dye diesel fuel; and

WHEREAS, Pricing has increased with all fuel delivery organizations, and Jankovich provides competitive rates on Fuel, Lubricants and Anti Freeze; and

WHEREAS, during the 2011-2012 Fiscal Year, Jankovich attached a device to the Fire Department's Fuel Storage Tank that could be monitored from the Jankovich Company to determine when the fuel level needed to be replenished; and

WHEREAS, the funds have been allocated in the Fire Department Automotive Repair and Maintenance Account for 2013-2014 Fiscal Year Budget for these purchases;and

WHEREAS, the City of Compton does not have a local vendor that delivers fuel;and

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to The Jankovich Company for an amount not to exceed ONE HUNDRED AND TEN THOUSAND DOLLARS, ($110,000.00) to provide diesel fuel and other petroleum products to meet Fire Department needs

SECTION 2. That funds are to be taken from Account No. 1001-69-0000-4229.

SECTION 3. That a copy of this resolution shall be forwarded to the offices of the City Manager, City Controller and Fire Department.

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

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 MEMBER-**
NOES: **COUNCIL MEMBER-**
ABSENT: **COUNCIL MEMBER-**
ABSTAIN: **COUNCIL MEMBER-**

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL, AND PETROLEUM PRODUCTS FOR THE COMPTON FIRE DEPARTMENT**

<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.

November 12, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GLEN W. C. KAU, P.E. DIRECTOR OF PUBLIC/MUNICIPAL UTILITIES

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS

SUMMARY

This resolution authorizes the City Manager to issue a purchase order in the amount of $25,696.75 (Twenty-five Thousand, Six Hundred Ninety-six Dollars and Seventy-five Cents) to Armorcast Products Company for the furnishing and delivery of RPM Polymer Construction Meter Boxes and Covers needed by the Municipal Utilities Division.

BACKGROUND

The Public Works Municipal Utilities Department advertised for the furnishing and delivery of RPM Polymer Construction Meter Boxes and Covers. The bids were opened on August 14, 2013. Municipal Utilities is responsible for constructing, inspecting, maintain, repairing and replacing water mains, gate valves, fire hydrants, meter boxes and covers and providing other services and supplies for domestic water service throughout the City. Staff reviewed the sealed bids that were submitted:

VENDOR	AMOUNT
Armorcast Products Company	**$25,696.75**
Brandon Supply	$26,435.50

STATEMENT OF THE ISSUE

The Compton Municipal Utilities Department determined that the bid submitted by Armorcast Products Company was the lowest most responsible bid and the MU requests the issuance of a Purchase Order in the amount of $25,696.75 (Twenty-five Thousand, Six Hundred Ninety-six Dollars and Seventy-five Cents).

ALTERNATIVE

No alternatives are identified at this time.

FINANCIAL IMPACT

Funds are allocated in the 2013/14 fiscal year budget in account # 5000-880-000-4235 (Store Purchase) for this expenditure. After this deduction, the balance of the Store Purchase account will be $26,082.50.

RECOMMENDATIONS

It is recommended that City Council adopt the attached resolution.

GLEN C. W. KAU P.E. DIRECTOR OF
PUBLIC WORKS/MUNICIPAL UTILITIES 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 ACCEPT THE BID OF ARMORCAST PRODUCTS FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS

WHEREAS, the Municipal Utilities Department advertised for bids for the Furnishing and Delivery of RMP Polymer Construction Meter Boxes and Covers for Fiscal Year 2013-2014; and

WHEREAS, the bids were opened on August 14, 2013, and the results were as follows:

VENDOR	**AMOUNT**
Armorcast Products	**$25,696.75**
Brandon Supply Company	$26,435.50

WHEREAS, staff reviewed the bids submitted and determined that the bid of Armorcast Products is the lowest most responsible bidder; and

WHEREAS, funds have been allocated in the Water Department's Fiscal Year 2013-2014 Budget in account # 5000-880-000-4235 (Store Purchases) for these expenditures.

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

SECTION 1. That the bid of Armorcast Products in the amount of $25,696.75 (Twenty-five Thousand, Six Hundred and Ninety-six Dollars and Seventy-five Cents) for the furnishing and delivery of RPM Polymer Construction Meter Boxes and Covers is hereby accepted.

SECTION 2. That funds for these purchases are available in the Municipal Utilities Department's Fiscal Year 2013-2014 budget in Account Number 5000-880-000-4235 (Store Purchases); the account balance after this deduction will be $26,082.50 (Twenty-six Thousand, Eighty-two Dollars and Fifty Cents).

SECTION 3. That the City Manager is hereby authorized to issue a purchase order in the amount of $25,696.75 (Twenty-five Thousand, Six Hundred and Ninety-six Dollars and Seventy-five Cents) to Armorcast Products.

SECTION 4. That a certified copy of this resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, Armorcast Products and Public Works/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

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: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS**

<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:	
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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.

November 12, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: MAURICE COCHEE, SUPERVISING SERGEANT
MUNICIPAL LAW ENFORCEMENT SERVICE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A SCHEDULE OF FEES FOR VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS PURSUANT TO CHAPTER 9 OF THE COMPTON MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 23,845.

SUMMARY:

The City Council has conducted a public hearing and shall now consider adopting a resolution establishing a schedule of fees for the costs of a business license, application for permits and renewal of permits for vending from commercial vehicles and pushcarts within the City of Compton, and impoundment and storage of pushcarts operating in violation of the Compton Municipal Code. Additionally, Council is requested to rescind Resolution No. 23,845, adopted October 8, 2013, which established a schedule of fees which will be replaced by adoption of this resolution.

BACKGROUND:

On October 8, 2013, the City Council adopted Ordinance No. 2,243, which amended Chapters IX and XII of the Compton Municipal Code by amending Sections 9-1.1 and 9-2.1, deleting Sections 9-5.6, 12-3.24 and 12-3.25 and adding new Sections 9-25 (Vending from Commercial Vehicles) and 9-26 (Pushcart Vendors). This ordinance has established new regulations; consistent with current state law; addressing the time, place and manner by which vending of food products upon public streets within the City of Compton may be conducted.

The amended Section 9-1.1 adds new general definitions to the business license provisions of Chapter, while the amended Section 9-2.1 establishes a business license fee for vending by pushcarts. New Sections 9-25.6, 9-25.9, 9-26.5, 9-26.8 and 9-26.16 of the ordinance provide that the fees to be charged for the issuance and renewal of required permits and costs recovery for impounded and stored confiscated items shall be established by resolution or ordinance of the City Council.

STATEMENT OF ISSUE:

Prior to adoption of Ordinance No. 2,243 on October 8, 2013, certain provisions of the Compton Municipal Code conflicted with, or were preempted by, state law and thus unenforceable, therefore, it was of the utmost importance to bring the City's Code into compliance by repealing and replacing the provisions related to commercial food product vehicle vending as soon as possible to preserve the public peace, health and safety.

Pursuant to the direct grant of police powers under Article XI, Section 7 of the California Constitution, cities are authorized to impose reasonable fees, charges and rates for providing services necessary to the activity for which the fee is charged. Statutory and case laws basically limit the City from imposing fees which are over and above the costs incurred to carry out the purposes and provisions of the regulation being assessed. However, in fixing fees, it is proper and reasonable to take into account not only the expense of direct regulation, but also all the incidental consequences that may be likely to subject the public to cost.

Enforcement of the ordinance regulating of commercial vending within the City typically will involve utilization of City staff time and materials to accept, investigate, process and review applications; inspections of the vehicles to be used within the City and annual compliance with ordinance requirements; staff time and materials for notifications, billings, data inputting and record keeping; staff labor for removal and storage; staff time and materials for administrative hearings, criminal prosecutions and more; all of which places a burden on the City's human and financial resources.

On October 08, 2013, a public hearing was held and Resolution No. 23,845 was adopted, establishing the fee schedule for vending from commercial vehicles and pushcart vendors. After discussion, it was determined that substantial cost recovery would not be achieved as pertains to the costs associated with the permit processing, vehicle inspections, and the impounding and storage of confiscated items. The City Council requested that another resolution be brought before the body for consideration that more adequately reflects the reasonable costs of administration and enforcement of Ordinance No. 2,243. Staff has evaluated the estimated reasonable costs of administering and enforcing the provisions of the ordinance and recommends the following *revised* schedule of fees for regulation of Vending from Commercial Vehicles and Pushcarts within the City of Compton:

Initial Vendor Application and Permit Fee For Vehicles (per Section 9-25.6):

An initial application and permit fee for vendor of vehicles of Two Hundred Forty Five Dollars ($245.00) per vehicle.

Current Fee[1]	$120.00 per vending vehicle
Proposed Fee	$245.00 per vending vehicle

**Vendor is usually the person that owns, manages, leases or contracts out the vending vehicle.*

Initial Operator Application and Permit Fee For Vehicles (per Section 9-25.6):

An initial application and permit fee for operator of vehicles of Two Hundred Forty Five Dollars ($245.00) per vehicle.

Current Fee	$120.00 per vending vehicle
Proposed Fee	$245.00 per vending vehicle

**Operator is usually the person who drives, operates, vends from the vending vehicle.*

Annual Vendor Renewal Fee For Vehicles (per Section 9-25.9):

An annual renewal fee for vendor of vehicles of One Hundred Forty Dollars ($140.00) per vehicle.

Current Fee	$40.00 per vending vehicle
Proposed Fee	$140.00 per vending vehicle

Annual Operator Renewal Fee For Vehicles (per Section 9-25.9):

Annual renewal fee for operator of vehicles of One Hundred Forty Dollars ($140.00) per vehicle.

Current Fee	$40.00 per vending vehicle
Proposed Fee	$140.00 per vending vehicle

**Note: If the vendor and operator is the same person, only one (1) permit fee is charged per vehicle.*

Initial Operator Application and Permit Fee For Pushcarts (per Section 9-26.5):

An initial application and permit fee for operator of pushcarts of Two Hundred Forty Five Dollars ($245.00) per pushcart.

Current Fee	$120.00 per pushcart
Proposed Fee	$245.00 per pushcart

[1] "Current Fee" amounts per Resolution No. 23,845, adopted October 8, 2013 (to be rescinded by this resolution)

Annual Operator Renewal Fee For Pushcarts (per Section 9-26.8):

Annual renewal fee for operator of pushcarts of One Hundred Forty Dollars ($140.00) per pushcart.

Current Fee	$40.00 per pushcart
Proposed Fee	$140.00 per pushcart

Impound and Storage Fee for Pushcarts and/or Non-perishable Items (per Section 9-26.16): An impound and storage fee of One Hundred Five Dollars ($105.00) for non-perishable items and/or pushcarts confiscated as evidence of violation of the Compton Municipal Code.

Current Fee	$80.00
Proposed Fee	$105.00

Business License Fee: A business license fee as established by Chapter 9 of the Compton Municipal Code. Currently, the Municipal Code does not address the fee for operation of pushcarts within the City; however, the proposed ordinance will establish a business license fee of One Hundred Dollars ($100.00) annually.

FINANCIAL IMPACT:

Recovery of estimated reasonable costs of regulation of vending by commercial vehicles and pushcarts within the City of Compton.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution which will rescind Resolution No. 23,845, adopted on October 8, 2013, and (re)establish a schedule of fees that adequately reflects the reasonable costs incurred by the City in its administration and enforcement of Ordinance No. 2,243.

MAURICE COCHEE, SUPERVISING SERGEANT
TAX AND BUSINESS LICENSE DIVISION
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

Attachmts: Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A SCHEDULE OF FEES FOR VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS PURSUANT TO CHAPTER 9 OF THE COMPTON MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 23,845.

WHEREAS, the City of Compton is authorized by Article XI, Section 7 of the California Constitution to make and enforce within its limit all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, this direct grant of police power under Article XI, Section 7 provides cities with the authority to impose fees, charges and rates for regulatory purposes; and

WHEREAS, on October 8, 2013, the City Council of the City of Compton adopted Ordinance No. 2,243, which amended Sections 9-1.1 and Section 9-2.1, deleted Sections 9-5.6, 12-3.24 and 12-3.25, and added Sections 9-25 and 9-26 to the Compton Municipal Code establishing regulations for the public safety relative to commercial food product vending within the City of Compton; and

WHEREAS, Sections 9-25.6, 9-25.9, 9-26.5, 9-26.8 and 9-26.16 of the adopted ordinance provides that the fees to be charged for the issuance and renewal of required permits and costs recovery for impounded and stored confiscated items shall be established by resolution or ordinance of the City Council; and

WHEREAS, on October 08, 2013, a public hearing was held and Resolution No. 23,845 was adopted, establishing the fee schedule for vending from commercial vehicles and pushcart vendors, however, after discussions it was determined that substantial cost recovery would not be achieved as pertains to the costs associated with the permit processing, vehicle inspections, and the impounding and storage of confiscated items. Thus, the City Council requested that another resolution be brought before the body for consideration that more adequately reflects the reasonable costs of administration and enforcement of Ordinance No. 2,243; and

WHEREAS, the City Council finds and determines that the fees, rates and charges established in this Resolution are in an amount reasonably necessary to recover the costs of providing the service for which such fee, rate or charge is levied; including but not limited to permit processing, notifications, prosecution and other incidental costs associated with providing the service.

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

Section 1. That Resolution No. 23,845, adopted on October 8, 2013, is hereby rescinded.

Section 2. That the following schedule of fees may be assessed for regulation of vending from commercial vehicles and pushcarts pursuant to Chapter IX of the Compton Municipal Code:

a. Initial Vendor Application and Permit Fee For Vehicles (per Section 9-25.6): An initial application and permit fee for vendor of vehicles of Two Hundred Forty Five Dollars ($245.00) per vehicle.

b. Initial Operator Application and Permit Fee For Vehicles (per Section 9-25.6): An initial application and permit fee for operator of vehicles of Two Hundred Forty Five Dollars ($245.00) per vehicle.

c. Annual Vendor Renewal Fee For Vehicles (per Section 9-25.9): An annual renewal fee for vendor of vehicles of One Hundred Forty Dollars ($140.00) per vehicle.

d. Annual Operator Renewal Fee For Vehicles (per Section 9-25.9): Annual renewal fee for operator of vehicles of One Hundred Forty Dollars ($140.00) per vehicle.

e. Initial Operator Application and Permit Fee For Pushcarts (per Section 9-26.5): An initial application and permit fee for operator of pushcarts of Two Hundred Forty Five Dollars ($245.00) per pushcart.

f. Annual Operator Renewal Fee For Pushcarts (per Section 9-26.8): Annual renewal fee for operator of pushcarts of One Hundred Forty Dollars ($140.00) per pushcart.

g. Impound and Storage Fee For Pushcarts and/or Non-Perishable Items (per Section (9-26.16): An impound and storage fee of One Hundred Five Dollars ($105.00) for the costs of non-perishable items and/or pushcarts confiscated as evidence of violation of the Compton Municipal Code.

h. Business License Fee: A business license fee as established by Chapter 9 of the Compton Municipal Code.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, City Controller, City Treasurer, Public Works, Municipal Law Enforcement Services Department.

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) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2013.

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

AYES: COUNCIL MEMBER(S)
NOES: COUNCIL MEMBER(S)
ABSTAIN: COUNCIL MEMBER(S)
ABSENT: COUNCIL MEMBER(S)

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A SCHEDULE OF FEES FOR VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS PURSUANT TO CHAPTER 9 OF THE COMPTON MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 23,845.**

Ruth Rugley — **10/15/2013 5:25:02 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

<LegalName> — **<LegalDate>**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **10/30/2013 9:06:32 AM**
CITY CONTROLLER — DATE

G. Harold Duffey — **10/29/2013 7:54:34 AM**
CITY MANAGER — DATE

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

November 12, 2013

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013/14 FISCAL YEAR BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE FIRST QUARTER BUDGET REVIEW**

SUMMARY

The City Manager will provide a budget update for the First Quarter of Fiscal Year 2013/14 which ended September 30, 2013. In order to be fiscally prudent, the Council needs to review the Fiscal Year 2013/14 first quarter revenues and expenditures and affirm assumptions that a balanced budget can be achieved. Based on this review, Council will consider a resolution to amend expenditure appropriations to address anticipated budgetary issues that occurred between the adoption of the budget and the end of the first quarter of Fiscal Year 2013/14.

BACKGROUND

On June 25, 2013, per Resolution No. 23,787, Council adopted a Fiscal Year 2013/14 budget outlining $166,643,596 in public resources. The Fiscal Year 2013/14 General Fund budget projects a $695,421 fund balance (reserve), with total revenues across all City funds estimated at $167,339,016 (Attachment I).

The annual budget is really a planning document based on assumptions and projections. The First Quarter Report is significant in that it provides an update on revenues for this year and also allows the Council to review the accuracy of the year end projections from Fiscal Year 2012/13. The final result of revenues and expenditures for Fiscal Year 2012/13 yielded a surplus of $1.4 million (Attachment II).

As a result of the first quarter monitoring, staff revised expenditure projections to address unanticipated liabilities and the addition of new positions to improve levels of service. In addition, the assignment of the solid waste franchise contract to Republic Waste for $1.1 million increased the Fiscal Year 2013/14 surplus (reserve – revenue not appropriated) to $2,500,000.

STATEMENT OF ISSUE

Although the City entered into this budget year projecting a surplus, it is critical that Council conducts periodic in depth reviews of the City's budget to closely monitor the City's fiscal condition. In Fiscal Year 2012/13 the City Manager established a new norm of reviewing the adopted budget at least three times per year (Attachment III). In

addition to scheduled reviews, staff must also arm the Council with information to make decisions to ensure that the organization functions in an effective and efficient manner.

A good example and a best practice is the review of a 5-year revenue forecast (Attachment IV), which allows policy makers to adjust or accelerate the City's short and long term goals. It is also important to monitor the City's monthly revenues vs. expenditures to ensure that departments are operating efficiently within their allocated budgets, which is illustrated by the City's cash flow analysis (Attachment V).

Assessment of City's Financial Condition

The First Quarter Report is an opportune time to assess the City's financial condition using metrics that define the overall health of municipal budgets. The following scale provides benchmark definitions that can be used to measure the financial well being of the City's budget and determine if policy decisions are resulting in a consistently strong financial position:

- **Healthy:** Revenues exceed expenditures and continue to show growth, year over year, and the City maintains 15% in reserves-rainy day fund
- **Sustainable:** Revenues exceeds expenditures and the City maintains 10-15% in reserves–rainy day fund
- **Vulnerable:** Revenues exceed expenditures and the City maintains less than a 10% reserve–rainy day fund
- **Unsustainable/Insolvent:** Revenues less than expenditures

The overall goal of the City Council must be focused on implementing policy decisions that direct staff towards achieving a sustainable budget that plans for future liabilities. Historically, as a result of stagnant revenues and deficit spending, the City's budget has often been insolvent, far below the desired level of a healthy municipal government (Attachment VI).

City's 3-Year Forecast

The data captured from the First Quarter Report is another tool that can be used to create a framework to begin planning for future budget cycles to ensure that the City is in a strong position moving forward. As indicated in the 5-year revenue forecast, key revenues for the City appear to be on track for conservative growth over the next few years as sales and property taxes begin to stabilize. However, expenditures are anticipated to increase approximately $4.4 million in Fiscal Year 2014/15 when several key financial obligations occur.

On December 20, 2011, the Council adopted Resolution No. 23,447 acknowledging the General Fund's $41,921,071 deficit derived from years of internal borrowing (Attachment VII). It includes over $32 million in deficit spending and an additional

$9,000,000 in assets owed to the former Compton Redevelopment Agency. The 2009/10 Auditor acknowledged that the City could treat the amount owed as a long term debt to be repaid over a 20 year period. The City's General Fund will be liable to make a $1.3 million dollar payment in Fiscal Year 2014/15 and up to $3.5 million annually within the next 5 years. Secondly, Lease Revenue Bond debt service shifts to the General Fund. Finally, employee cost savings (furloughs) will expire, as adopted by City Council via Resolution No. 23,465 (Attachment VIII).

Therefore, it is imperative that Council take additional steps to address past deficit spending and further increase revenues and reduce expenditures in preparation for significant budget increases in Fiscal Year 2014/15.

Budget Adjustments for Fiscal Year 2013/14

The proposed budget modifications adjust the adopted Fiscal Year 2013/14 budget appropriations and represent an $898,288 increase in expenditures. These increases will be funded by utilizing one-time revenues and Fiscal Year 2013/14 salary savings. Specifically, $644,288 of the $1.1 million in proceeds received from the trash franchise sale and $254,000 in General Fund salary savings will be used to offset the necessary increases in expenditures.

The following budget transactions are necessary to align expenditures with revenues and the adopted Fiscal Year 2013/14 budget should be amended as follows:

A. Budget Clean-Ups

1) 2013 Elections Closeout

The City Clerk's Office currently has outstanding liabilities from the 2013 elections that were for costs that were incurred prior to the close out of Fiscal Year 2012/13 and as result of uncollected fees due from several candidates. $44,000 in fees has been collected to date. With that said, invoice for election expenses occurred in July and therefore these expenditures could not be paid from last year's budget. It is necessary to amend the Fiscal Year 2013/14 City Clerk budget to increase expenditure appropriations in Account Number 1001-480-000-4262 (Professional Services) in the amount of $80,000.

2) Commissions

The City Clerk's department maintains expenditure budgets to pay stipends for several City commissions. During the budget development process these costs were inadvertently left out of the Clerk's expenditure appropriations. Therefore, it is necessary increase expenditures to Account Number 1001-470-000-4152 (Commission for Women) in the

amount of $4,000, to Account Number 1001-470-000-4157 (Beatification Committee) in the amount of $9,000, and to Account Number 1001-470-000-4165 (Oversight Committee) in the amount of $9,000. The total increase in appropriations is $22,500.

3) Fire Prevention Positions Correction

During the Fiscal Year 2013/14 budget hearings, City Council approved the addition of new positions in the Fire Department to augment fire prevention staffing for commercial inspections. These positions were incorrectly listed in the budget and therefore the budget needs to be corrected to accurately reflect the following changes:

Add:

- 0.50 FTE to one (1) existing Fire Protection Specialist I position to make it 1.00 FTE
- Two (2) 0.50 FTE Fire Prevention Assistant positions

Delete:

- One (1) 0.50 FTE Fire Protection Specialist I position

The position corrections above result in an increase to the expenditure appropriation in Account Number 1001-690-000-4101 (Permanent Salaries) needs to be increased in the amount of $52,916 and the associated fringe benefit costs.

4) Mechanic Position Correction

During the Fiscal Year 2013/14 Budget Hearings, City Council approved the transfer of fleet maintenance positions from the Department of Public Works and Municipal Utilities to the Department of General Services as an element of citywide reorganization. The Mechanic position was inadvertently listed in the adopted budget incorrectly as a Mechanic Assistant at salary range 38E. The personnel summary in the General Services budget needs to be revised to reflect the correct title of Mechanic and the appropriation in Account Number 1001-600-000-4101 (Permanent Salaries) needs to be increased in the amount of $20,184 to correct the salary range of 96E.

5) Facility Maintenance Worker Positions Correction

During the Fiscal Year 2013/14 Budget Hearings, City Council approved Facility Maintenance Worker positions in the General Services Department. The Facility Maintenance Worker II and III positions were

inadvertently listed in the adopted budget with the incorrect salary ranges for the positions. The personnel summary in the General Services budget needs to be revised as follows:

- Adjust the salary range for three (3) Facility Maintenance Worker III positions to $50,328 annually to correct the salary range of 96E and increase the appropriation in Account Number 1001-600-000-4101 (Permanent Salaries) in the amount of $19,404.

- Adjust the salary range for two (2) Facility Maintenance Worker II positions to $43,860 to correct the salary range of 90E and increase the appropriation in Account Number 1001-600-000-4101 (Permanent Salaries) in the amount of $4,200.

The total increase in expenditure appropriations for the Facility Maintenance Worker positions is $23,604.

Budget Clean Ups Total: $199,204

B. Salary Adjustments

1) Chief Building Official Salary Adjustment

In May 2013, City Council modified the City's Position Classification Plan by adopting the new classification of Chief Building Official. Subsequently, the City Manager concluded that in order to attract and retain more well qualified applicants to the City, the salary for Chief Building Official should be increased to be competitive with other municipalities and commiserate with the additional duties associated with management of the City's code enforcement functions. The adopted Fiscal Year 2013/14 budgeted annual salary for the Chief Building Official is $105,060. On October 15, 2013 City Council adopted a Resolution increasing the salary range of the Chief Building Official to $141,648 annually.

The Fiscal Year 2013/14 Building and Safety Department budget should be amended to increase the expenditure appropriation in Account Number 1001-770-000-4101 (Permanent Salaries) in the amount of $36,588 and decrease the appropriation in Account Number 1001-770-000-4171 (Overtime) in the reciprocal amount. This amendment results in a net zero change in the overall salary appropriations for the Building and Safety Department.

2) Director of Parks and Recreation Salary Adjustment

The Director of Parks and Recreation is a critical Department Head position for the City given the department's role in providing valuable qualify of life services for the citizens and visitors of Compton. With the planned opening of the City's new Community Center in the spring of 2014, the department will expand its services to provide additional senior and youth enrichment programs.

The salary range of the Director of Parks and Recreation was budgeted at $98,976 in the adopted Fiscal Year 2013/14 budget. Per the results of salary comparisons with surrounding municipalities, the salary range for the position should be revised to $118,392. Therefore, it is necessary to amend the Parks and Recreation budget to increase the expenditure appropriation in Account Number 1001-840-000-4101 (Permanent Salaries) in the amount of $19,416. This increase will be offset by existing salary savings in the department.

Salary Adjustments Total: $19,416

C. Additional Positions and Increased Levels of Service

1) Additional Parking Enforcement Officer

Consistent and visible parking enforcement is a priority for the City to ensure compliance with City Code, maintain public safety, and generate revenue. The City Manager has recently assessed existing Parking Enforcement staffing levels and determined a need for an augmentation in staffing to meet the City's level of service priorities. To support this, the Fiscal Year 2013/14 budget should be amended by increasing expenditures in Account Number 1001-670-000-4101 in the amount of $30,000 plus with the associated fringe benefits costs to add 1.00 FTE Parking Control Officer position.

2) Additional Mayor's Office Liaison Position

Additional administrative support for the Office of the Mayor is desired to provide support for community initiatives. This requires the addition of 1.00 FTE Council Assistant position to the Fiscal Year 2013/14 budget. The expenditures in the Mayor and Council department budget should be increased in the amount of $25,000 in Account Number 1001-400-000-4101 (Permanent Salaries) with the associated fringe benefits costs to fund this position.

3) Move Secretary to Mayor and Council Position from City Manager Department to Mayor and Council Department

To provide additional support to the Mayor's Office it is necessary to move the Secretary to the Mayor and Council position that is currently budgeted in the City Manager's Office to the Mayor and Council Department. To reflect this position change the budget should be amended as follows:

- Delete 1.00 FTE Secretary to the Mayor and Council from the City Manager Department and reduce salary expenditures in Account Number 1001-510-000-4101 (Permanent Salaries) in the amount of $53,940.

- Add 1.00 FTE Secretary to the Mayor and Council from the Mayor and Council Department and increase salary expenditures in Account Number 1001-400-000-4101 (Permanent Salaries) in the amount of $53,940.

  This is a net zero amendment and results in not fiscal impact.

4) Additional Sherriff Patrol

During the month of September, the Mayor and Council declared a community emergency and added five (5), two (2) Deputy Sheriff vehicles to the City's existing Sheriff resources at an additional cost of $190,000. To accomplish this service level increase, it is necessary to amend the LA Sheriff budget and increase expenditures in Account Number 1001-610-000-4271 (Sheriff Contract Services) in the amount of $200,000.

Additional Positions and Increased Levels of Service Total: $274,416

D. Unanticipated Liabilities

1) LAFCO Annexation

The City of Compton has several Sphere of Influence (SOI) areas in unincorporated Los Angeles County that are currently being review by the Local Agency Formation Commission (LAFCO). City Council has directed staff to explore the feasibility of potential future annexation(s) of these unincorporated areas. To do so it is necessary to solicit consultant services to support staff in the collection and synthesis of key information and data needed to submit an annexation application to LAFCO.

To fund these services it is necessary to amend the Planning and Economic Development Department budget to increase expenditure

appropriations in Account Number 1001-780-000-4262 (Professional Services) in the amount of $150,000.

2) City's Financial System (IFAS) Upgrade

The City's financial system (IFAS) is a critical component for the City and the primary tool used to prepare budgets, monitor expenditures, and enter accounting journal activities and record revenues. However, the current iteration of the system runs in an antiquated and very unstable mainframe environment and has recently begun to fail.

The current condition of the system jeopardizes the City's general ledger and staff has moved to make immediate upgrades the system to resolve this issue. This is an unanticipated liability and therefore it is necessary to increase expenditures in Account Number 1001-610-000-4297 in the amount of $235,000 to fund the necessary system upgrades and maintenance.

3) Human Resources Recruitment Costs

The new budget added several positions to increase levels of service. The City has been without eligible lists for a majority of classified positions. This has created staffing challenged for departments and delayed the filling of key vacancies, often impacting levels of service. To address this issue the City Manager directed the Human Resources Department to recruit and test for key vacancies. This resulted in increased advertising, testing, and pre-employment screening costs. Given this, the Human Resources budget requires an amendment to increase expenditures in the amount of $15,000 in Account Number 1001-560-000-4213 (Publishing and Advertising), $7,000 in Account Number 1001-560-000-4260 (Medical Services), and $15,000 in Account Number 1001-560-000-4262 (Other Professional Services).

Unanticipated Liabilities Total: $187,000

ALTERNATIVES

Council can take no action and staff can return at the Midyear review with similar recommendations. However, the budget amendments outlined above are critical adjustments necessary to ensure that the City achieves a balanced Fiscal Year 2013/14 budget.

FISCAL IMPACT

As outlined in this report, given the anticipated salary savings and budget surplus identified during the first quarter of this fiscal year, the City of Compton has a balanced budget and the recommendations for additional staff have no negative impact on the City's General Fund.

RECOMMENDATIONS

Staff recommends that the Mayor and City Council approve the attached Resolution, amending the Fiscal Year 2013/14 budget.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013/14 FISCAL YEAR BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE FIRST QUARTER BUDGET REVIEW

WHEREAS, pursuant to Resolution No. 23,787, the City Council of the City of Compton adopted the Fiscal Year 2013-2014 budget on June 25, 2013; and

WHEREAS, it is necessary to make amendments to the adopted Fiscal Year 2013-2014 budget to correct position titles and salaries information in the General Services Department and Fire Department contained in budget that were either left out through inadvertence or incorrectly listed through error; and

WHEREAS, based upon the first quarter review it is necessary to amend the Fiscal Year 2013-2014 budget to increase expenditures in the amount of $875,268 to address unanticipated liabilities and unforeseen budget issues and; and

WHEREAS, that upon the first quarter review of revenues received through September 30, 2013, the City has received additional revenues to the General Fund from the sale of the Trash Franchise in the approximate amount of $1 million.

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

SECTION 1. That the City Manager is hereby authorized to make the following General Fund budget amendment to Fiscal Year 2013-2014 adopted budget:

Increase General Fund Revenue as follows:

$1,100,000 in Account No. 1001-00-000-3980
$1,100,000 Total Amount

SECTION 2. That the City Manager is hereby authorized to make the following General Fund budget amendment to the City Clerk Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

$80,000.00 in Account No. 1001-480-000-4262
$80,000.00 Total Amount

SECTION 3. That the City Manager is hereby authorized to make the following General Fund budget amendments to the City Clerk Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

$4,000.00 in Account No. 1001-470-000-4152
$9,000.00 in Account No. 1001-470-000-4157
$9,000.00 in Account No. 1001-470-000-4157
$22,500.00 Total Amount

SECTION 4. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Fiscal Year 2013-2014 City Fire Department adopted budget:

#23.

Revise the Personnel Summary as follows:

Add:

- 0.50 FTE to one (1) existing Fire Protection Specialist I position to make it 1.00 FTE
- Two (2) 0.50 FTE Fire Prevention Assistant positions

Delete:

- One (1) 0.50 FTE Fire Protection Specialist I position

Increase General Fund Expenditures as follows:

$52,916.00 in Account No. 1001-690-000-4101
$52,916.00 Total Amount

SECTION 5. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Fiscal Year 2013-2014 General Services Department adopted budget:

Revise the Personnel Summary as follows:

Add:

- 1.00 FTE Mechanic position at salary range 96E

Delete:

- 1.00 FTE Mechanic Assistant position

Increase General Fund Expenditures as follows:

$20,184.00 in Account No. 1001-600-000-4101
$20,184.00 Total Amount

SECTION 6. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Fiscal Year 2013-2014 General Services Department adopted budget:

Revise the Personnel Summary as follows:

- Change salary range for three (3) 1.00 Facility Maintenance Worker III positions from 80E to 104E
- Change salary range for two (2) 1.00 Facility Maintenance Worker II positions from 80E to 90E

Increase General Fund Expenditures as follows:

$23,604.00 in Account No. 1001-600-000-4101
$23,604.00 Total Amount

SECTION 7. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Building and Safety Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

$36,588.00 in Account No. 1001-770-000-4101
$36,588.00 Total Amount

Reduce General Fund Expenditures as follows:

$36,588.00 in Account No. 1001-770-000-4171
$36,588.00 Total Amount

Revise the Personnel Summary as follows:

Change salary range for Chief Building Official from 178E to 208E

SECTION 8. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Parks and Recreation Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

$19,416 in Account No. 1001-840-000-4101
$19,416.00 Total Amount

Revise the Personnel Summary as follows:

Change salary range for the Director of Parks and Recreation from 172E to 190E

SECTION 9. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Municipal Law Enforcement Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

$30,000.00 in Account No. 1001-670-000-4101
$1,022.50 in Account No. 1001-670-000-4190
$7,836.00 in Account No. 1001-670-000-4191
$4,923.00 in Account No. 1001-670-000-4192
$1,914.50 in Account No. 1001-670-000-4193
$196.80 in Account No. 1001-670-000-4194
$595.92 in Account No. 1001-670-000-4195
$233.00 in Account No. 1001-670-000-4197
$1,475.68 in Account No. 1001-670-000-4198
$698.74 in Account No. 1001-670-000-4199
$48,896.14Total Amount

Revise the Personnel Summary as follows:

Add:

1.0 FTE Parking Control Officer position at salary range 77E

SECTION 10. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Mayor and Council Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

$1,022.50 in Account No. 1001-400-000-4190
$7,836.00 in Account No. 1001-400-000-4191
$4,923.00 in Account No. 1001-400-000-4192
$1,914.50 in Account No. 1001-400-000-4193
$196.80 in Account No. 1001-400-000-4194
$595.92 in Account No. 1001-400-000-4195
$233.00 in Account No. 1001-400-000-4197
$1,475.68 in Account No. 1001-400-000-4198

$698.74 in Account No. 1001-400-000-4199
$43,896.14 Total Amount

Revise the Personnel Summary as follows:

Add:
1.0 FTE Council Assistant position (HRLY)

SECTION 11. That the City Manager is hereby authorized to make the following General Fund budget amendments to the City Manager and Mayor and Council Departments Fiscal Year 2013-2014 adopted budget:

Delete:

- 1.00 FTE Secretary to the Mayor and Council from the City Manager Department and reduce salary expenditures in Account Number 1001-510-000-4101 (Permanent Salaries) in the amount of $53,940.

Add:

- FTE Secretary to the Mayor and Council from the Mayor and Council Department and increase salary expenditures in Account Number 1001-400-000-4101 (Permanent Salaries) in the amount of $53,940.

SECTION 12. That the City Manager is hereby authorized to make the following General Fund budget amendments to the LA Sheriff Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

$200,000.00 in Account No. 1001-610-000-4271
$200,000.00 Total Amount

SECTION 13. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Planning and Economic Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

$150,000.00 in Account No. 1001-780-000-4262
$150,000.00 Total Amount

SECTION 14. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Non-Departmental Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

$235,000.00 in Account No. 1001-610-000-4297
$235,000.00 Total Amount

SECTION 15. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Human Resources Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

RESOLUTION NO. _____
PAGE FIVE

$15,000.00 in Account No. 1001-560-000-4213
$7,000.00 in Account No. 1001-560-000-4260
$15,000.00 in Account No. 1001-560-000-4262
$37,000.00 Total Amount

SECTION 16. 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 17. 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

Attachment I:

Fiscal Year 2013-2014

Total Expenditure Summary

#23.

EXPENDITURE SUMMARY

	Department	2013/14 Proposed Department Total
1	City Council	$ 1,166,376
2	City Attorney	$ 6,158,389
3	City Clerk	$ 1,388,880
4	City Treasurer	$ 837,693
5	City Manager	$ 4,608,596
6	City Controller	$ 2,222,933
7	Human Resources	$ 1,177,872
8	Non-Departmental	$ 10,681,334
9	Local Housing Authority	$ 9,219,446
10	Parks & Recreation	$ 4,980,404
11	Planning	$ 3,819,005
12	CareerLink	$ 1,007,265
13	Municipal Law Enforcement	$ 4,631,913
14	LA County Sheriff	$ 18,434,351
15	Fire	$ 15,170,171
16	Building and Safety	$ 1,566,426
17	Public Works - Streets Division	$ 11,023,402
18	Public Works - Eng. Division	$ 20,030,696
19	General Services	$ 4,395,972
21	Public Works- Water Division	$ 44,766,570
		$ -
	Furlough Savings	$ (644,100)
		$ -
	Total Expenses	**$ 166,643,596**
	Estimated Revenue	$167,339,016
		$0
	Fund Balance (Reserve)	$695,421

Attachment II:
Fiscal Year 2012-2013
Year End Financial Report
(June 30, 2013)

Financial Report

June 2013

City of Compton

August 25, 2013

TO: THE HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

BY: CITY CONTROLLER

SUBJECT: FINANCIAL REPORT -
FOR THE PERIOD ENDED JUNE 30, 2013

SUMMARY

The Financial Report for the period ended June 30, 2013 provides an overview of the City's revenues for the 12-month period from July 2012 to June 2013, expenditures from July 2012 to June 2013 and the fund balances as of June 30, 2013.

The City-wide total revenue of **$155.16 million** for the 12-month period represents about **63%** of the adjusted City-wide revenues budget. The City-wide expenditures for the 12-month period amounted to **$160.58 million,** which was **65%** of the City-wide adjusted expenditures budget. The difference of **$5.42 million** between the City-wide revenue collections and actual expenditures for the period from beginning of the fiscal year to June 30, 2013, represents mainly the use of accumulated fund balances and financial resources of the City.

General Fund revenues for the 12-month period amounted to **$48.39 million,** while the total of General Fund expenditures was **$46.96 million** representing excess of revenues over expenditures of **$1.43 million**. The City collected **102%** of the General Fund adjusted revenues budget and incurred **91%** of the General Fund adjusted expenditures budget as of the end of June 2013. The percentages of the collected revenues and actual expenditures compared to the original unadjusted budgets were **114%** and **91%** respectively. As indicated in the report of May 2013, the 2012-2013 Fiscal Year represents the first year in six years that the City's General Fund recorded a surplus of revenues over expenditure.

Snapshot Analysis

Year-to-Date Amounts

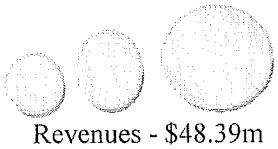
City-Wide

Revenues	$ 155.16m
Expenditures	$160.58m
Difference	$ 5.42m

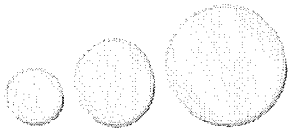
General Fund

Revenues	$48.39m
Expenditures	$46.96m
Excess	$ 1.43m

General Fund



Revenues - $48.39m

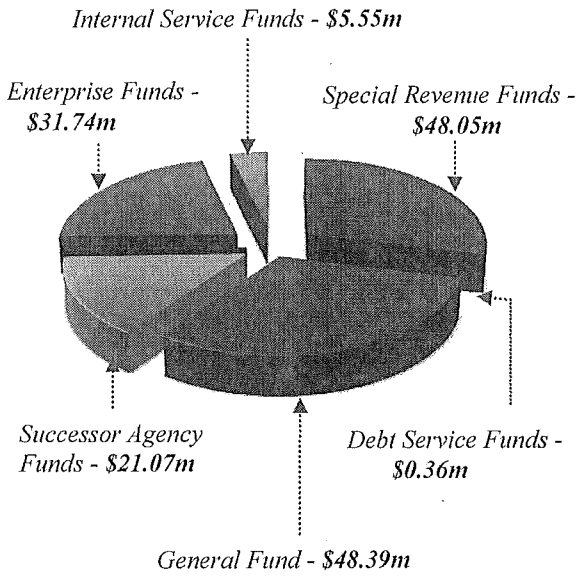


Expenditures - $46.96m

REVENUE COLLECTIONS

The General Fund total revenues from the beginning of the fiscal year to June 30, 2013 amounted to **$48,391,097**. The revenues recorded in this Fund include Property Tax, Sales and Use Taxes, Franchise Fees, Utility Users Tax, Licenses and Permit Fees, Motor Vehicle License Fee, Fines and Forfeitures, and Charges for Current Services.

Revenues Chart



The Special Revenue Funds received **$48,053,842** while the Successor Agency Funds had total revenues of **$21,069,793** as of the end of June 2013.

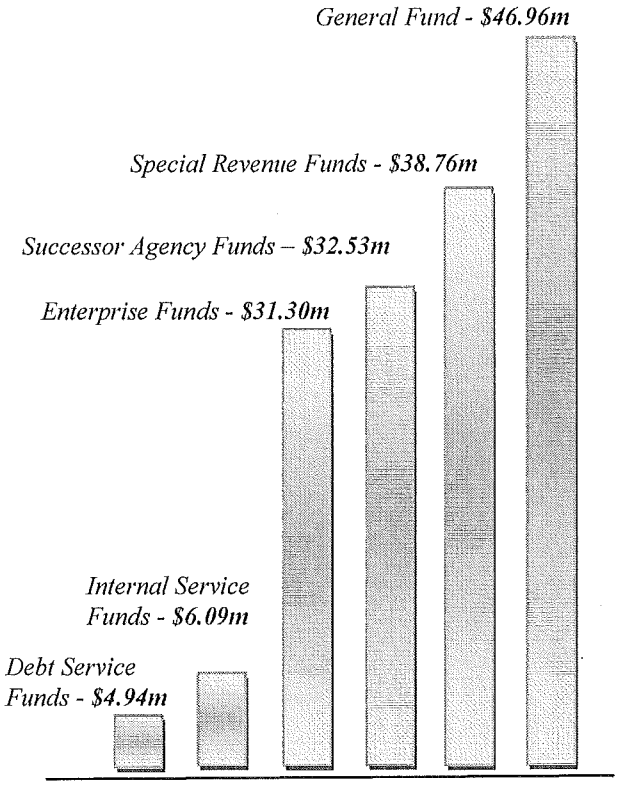
The Debt Service Funds, consisting of the General City's 2008 Lease Revenues Bonds Fund and the 1987 Revenues Bonds Fund, had **$361,204** in revenues as of the end of June 2013.

The Enterprise Funds had total revenues of **$31,737,715** as of end of the fiscal year. The Enterprise Funds comprise the Water Fund, Sewer Fund, Rubbish Fund, Recreation Programs Fund, Golf Course Fund and the Enterprise Funds' Bonds.

The Internal Service Funds include such funds as the Equipment Rental Fund, Central Duplicating Fund, Worker's Compensation Fund, and the General Liability Insurance Fund. These funds account for goods and services provided to other departments. The total revenue for these funds as of end of June 2013 was **$5,546,213**.

The General Fund actual revenue collection was over the revenues budget by **2%**.

Expenditures Chart



EXPENDITURES

The Expenditure Summary in **Appendix D** shows General Fund expenditures of **$46.96 million** as of the end of June 2013, Special Revenue Funds expenditure of **$38.76 million**, Successor Agency Funds expenditure of **$32.53 million**, Debt Service Funds expenditure of **$4.94 million**, Enterprise Funds expenditure of **$31.30 million**, and Internal Service Funds expenditure of **$6.09 million**. Also, the "**Costs by Department**" reports (**Appendix E and Appendix F**) provide summary of departmental expenditures for the fiscal year to June 2013 and percentages of the total expenditures compared to the budgeted amounts.

Most of the expenditure categories were below the budget amounts for the 12-month period ended June 30, 2013. However, the Fire Department actual overtime costs amounted to **$1,325,167** – representing **221%** of the Department's overtime appropriation of **$600,000**. The actual General Fund expenditure of **$11.15 million** for the Fire Department exceeded the Department's General Fund budget of **$10.67 million** by **4%**. The General Services Department actual overtime cost was **$19,985** which was **400%** of the budgeted amount of **$5.000**.

Parks & Recreation Department's actual overtime cost of **$17,479** was **17%** over the overtime budget of **$15,000**. The City Manager's Office actual overtime cost as of the end of June 2013 was **$22,342** while there was no overtime budget for the fiscal year.

The total actual expenditure for Non-Departmental was **$10,937,302 (130%)** compared to the adjusted budget of **$8,414,314** as of June 2013. The Non-Departmental expenditure percentage of **130%** was a result of the following:

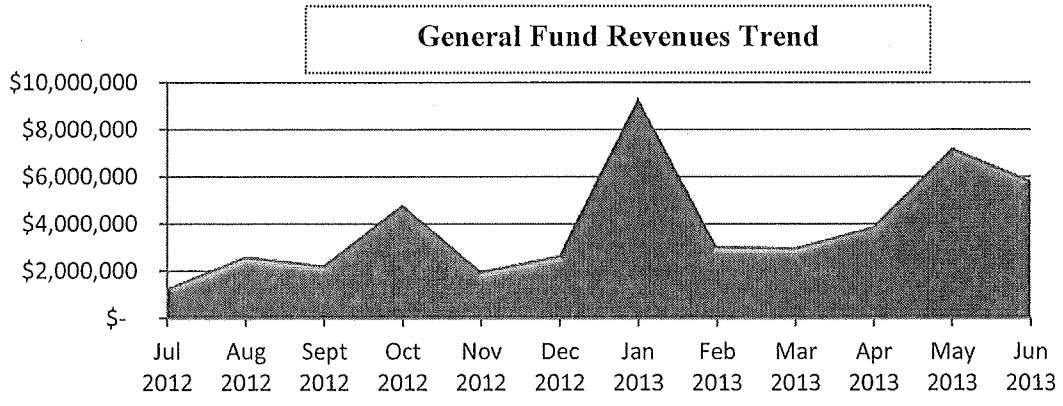
- **$2,319,888** interest payment for the 2008 Lease Revenues Bonds was made during the fiscal year in accordance with City Council Resolution No. 23,422. City Council Resolution No. 23,422 instructed that the Bonds payments for the fiscal years up to 2014 be made out of the PFA 2008 Lease Revenues Bonds' proceeds (Non-Department budget) instead of the General Fund. Further, the City Council approved with resolution No. 23,718 to delete the appropriated amount of **$2,319,888** made in the General Fund budget for the bond payment.

- The City made catch-up payments to CalPERS regarding PERS liability for current employees and retirees with the aim of avoiding arduous lawsuit with CalPERS regarding the outstanding checks / bills. These payments contributed to the high percentage of expenditure in the Non-Departmental budget.

- As noted on page 5, the City issued **Tax and Revenues Anticipation Notes (TRANS)** during the fiscal year. The cost of issuance, discount on the TRANS, and interest payable on the TRANS were paid from the Non-Department Budget because the transaction relates to the entire City and not to a single department.

REVENUES AND EXPENDITURES TRENDS – GENERAL FUND

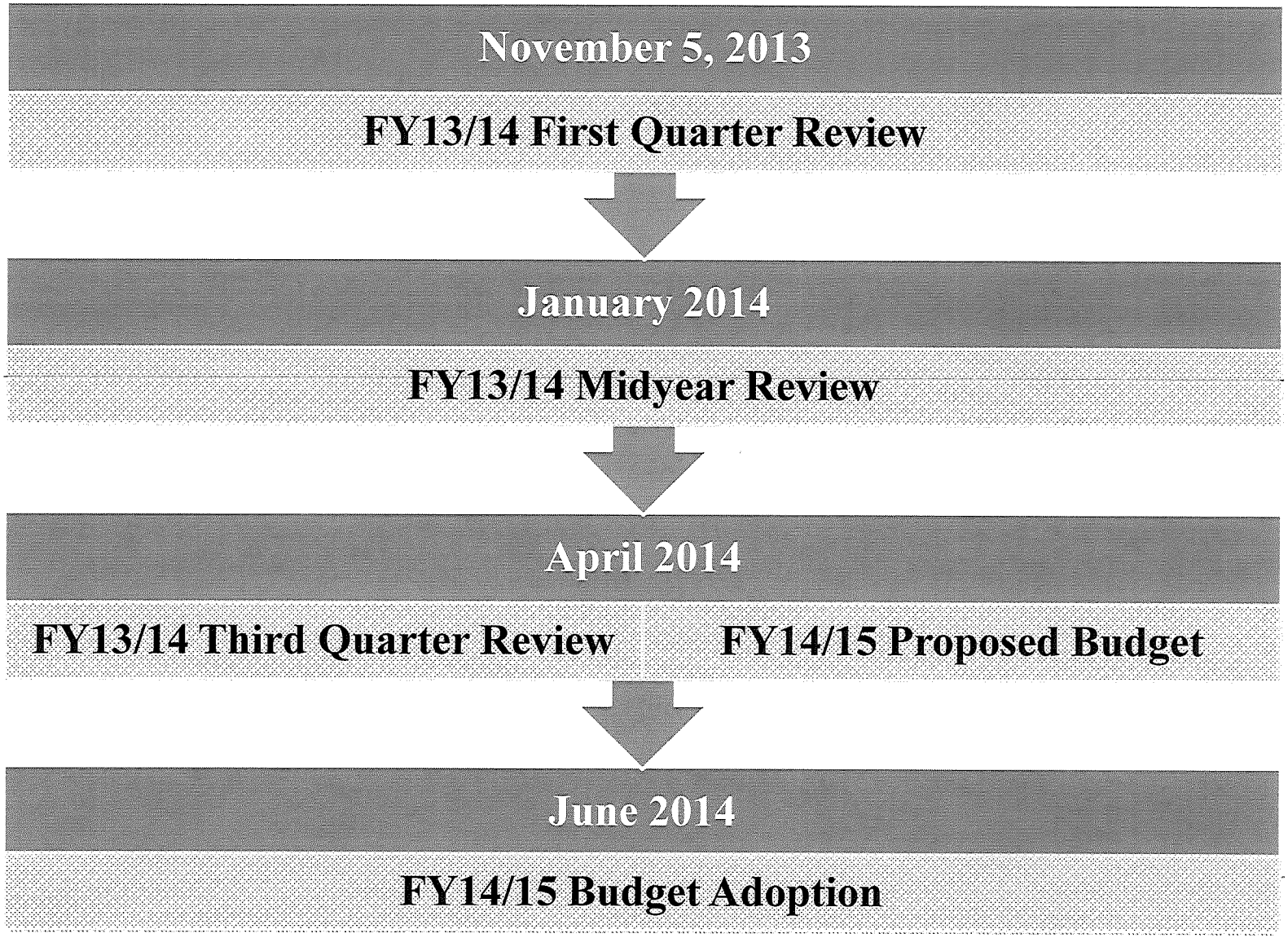
Analysis of the trend of General Fund revenues and expenditures indicated that General Fund revenues for the 12 months exceeded expenditures by **$1.43m**. The graphs of the monthly revenue collections and actual expenditures are shown below.



#23.

Attachment III:
Fiscal Year 2013-2014
Budget Review Schedule

FY 2013-2014 Budget Review Schedule



Attachment IV:

5-Year Revenue Forecast

Fund No	Object Code		PROPOSED BUDGET FY 2013-2014	PROPOSED BUDGET FY 2014-2015	PROPOSED BUDGET FY 2015-2016	PROPOSED BUDGET FY 2016-2017	PROPOSED BUDGET FY 2016-2017
		GENERAL FUND					
		Property Taxes					
1001	3010	Property Taxes-Secured	3,009,272	3,012,281	3,018,306	3,024,342	3,030,391
1001	3020	Property Taxes-Unsecured	30,504	68,200	68,200	68,200	68,200
1001	3030	Property Taxes-Prior Year Secured	-	-	-	-	-
1001	3040	Property Taxes-Prior Year Unsecured	3,496	3,496	3,496	3,496	3,496
1001	3060	Aircraft	21,532	31,470	31,490	32,470	32,470
1001	3090	Interest and Penalties	-	-	-	-	-
		Sub Total	**3,064,804**	**3,115,447**	**3,121,492**	**3,128,508**	**3,134,557**
		Other Taxes					
1001	3110	Sales and Use Taxes	6,979,689	7,400,564	7,771,333	8,474,638	8,559,384
1001	3111	Sales and Use Taxes-P.S.A.F..	258,903	259,680	259,939	260,069	260,199
1001	3121	Gas Franchise	300,428	301,329	301,631	301,781	301,932
1001	3122	Electric Franchise	299,021	299,021	299,021	299,021	299,021
1001	3124	Other Water Franchise	5,400	5,400	5,400	5,400	5,400
1001	3125	Rubbish Franchise	800,000	800,000	800,000	800,000	800,000
1001	3126	Other Franchise	185,100	63,740	63,740	63,740	63,740
1001	3127	Towing Franchise	15,165	15,065	15,065	15,065	15,065
1001	3140	Transient Occupancy Tax	137,905	137,805	137,805	137,805	137,805
1001	3150	Property Transfer Fee	160,278	160,078	160,078	160,078	160,078
1001	3160	Telephone Users	1,594,807	1,562,911	1,531,653	1,501,020	1,470,999
1001	3161	Gas Users	1,578,711	1,585,026	1,586,611	1,587,404	1,588,198
1001	3162	Electric Users	4,868,116	4,887,588	4,892,476	4,894,922	4,897,370
1001	3163	City Water Users	1,489,964	1,495,924	1,497,420	1,498,168	1,498,918
1001	3164	Other Water Users	548,967	550,614	551,165	551,440	551,716
1001	3165	Cellular Phone Users	2,713,443	2,713,443	2,713,443	2,713,443	2,713,443
		Sub Total	**21,935,897**	**22,238,188**	**22,586,779**	**23,263,996**	**23,323,269**
		License and Permits					
1001	3210	Building Permits	447,713	447,713	447,713	447,713	447,713
1001	3220	Plumbing Permits	62,925	62,925	62,925	62,925	62,925
1001	3230	Electric Permits	74,704	74,704	74,704	74,704	74,704
1001	3240	Other Construction Permits	51,485	39,485	39,485	39,485	39,485
1001	3242	Enterprise Zone Vouchers	40,015	40,015	40,015	40,015	40,015
1001	3243	Tobacco Permit	58,542	58,543	58,543	58,543	58,543
1001	3245	Business License	1,247,414	1,337,414	1,337,414	1,337,414	1,337,414
1001	3246	Business License (Rentals)	85,512	85,512	85,512	85,512	85,512
1001	3248	Business License (Casino)	840,000	1,200,000	1,200,000	1,200,000	1,400,000
1001	3250	Certificates of Occupancy	46,806	46,806	46,806	46,806	46,806

Fund No	Object Code		PROPOSED BUDGET FY 2013-2014	PROPOSED BUDGET FY 2014-2015	PROPOSED BUDGET FY 2015-2016	PROPOSED BUDGET FY 2016-2017	PROPOSED BUDGET FY 2016-2017
1001	3264	Burglar Alarm Permits	7,100	7,100	7,100	7,100	7,100
1001	3265	Fire Permit Fee	45,000	45,000	45,000	45,000	45,000
1001	3266	Tank Removal (Underground)	26,780	26,780	26,780	26,780	26,780
1001	3275	Conditional Use Permits	15,000	15,000	15,000	15,000	15,000
1001	3280	Miscellaneous Permits	85,394	85,650	85,736	85,779	85,822
		Sub Total	**3,134,390**	**3,572,647**	**3,572,733**	**3,572,776**	**3,772,819**
		Fines, Forfeitures and Penalties					
1001	3315	Parking Citations	1,100,000	1,105,500	1,111,028	1,116,583	1,122,166
1001	3318	Career Link Parking Fees	-	-	-	-	-
1001	3320	Other Court Fines & Traffic Safety	257,764	259,053	260,348	261,650	262,958
1001	3321	Vehicle Impound Fined	54,600	54,600	54,600	54,600	54,600
1001	3332	False Alarm Program	20	20	20	20	20
1001	3340	Furfeitures, Penalties, Other	45	45	45	45	45
		Sub Total	**1,412,429**	**1,419,218**	**1,426,041**	**1,432,897**	**1,439,789**
		Use of Money and Property					
1001	3410	Interest Income	12,900	12,913	12,926	12,939	12,952
1001	3420	Rents and Concessions	85,400	140,136	140,136	140,136	140,136
1001	3428	Rents-Dollarhide Center	-	-	-	-	-
1001	3421	Transit Center Room Rentals	1,000	100	100	100	100
1001	3425	Bullis Road Rental	75,000	15,000	15,000	15,000	15,000
		Sub Total	**174,300**	**168,149**	**168,162**	**168,175**	**168,188**
		Revenues From Other Agencies					
1001	3350	Census Grant Revenue	-	-	-	-	-
1001	3511	Motor Vehicle License	8,001,250	8,016,250	8,016,250	8,016,250	8,016,250
1001	3521	State Homeowners	21,360	21,360	21,360	21,360	21,360
1001	3550	SB-90 State Mandate	-	-	-	-	-
1001	3565	Other Federal Grants	-	-	-	-	-
1001	3570	Court Subpeona Reimbursements	1,740	1,740	1,740	1,740	1,740
1001	3571	Legal Recovery Fees	25,000	25,000	25,000	25,000	25,000
1001	3577	Other Agencies-MTA	-	-	-	-	-
1001	3580	Career Link Revenue	-	-	-	-	-
		Sub Total	**8,049,350**	**8,064,350**	**8,064,350**	**8,064,350**	**8,064,350**
		Charges From Current Services					
1001	3602	Current Services Provided/Water	4,300,000	4,300,000	4,300,000	4,300,000	4,300,000
1001	3603	Current Service Provided/Successor Agen	150,000	-	-	-	-
1001	3603	Current Service Provided/Local Housing A	-	25,800	25,800	25,800	25,800

Fund No	Object Code		PROPOSED BUDGET FY 2013-2014	PROPOSED BUDGET FY 2014-2015	PROPOSED BUDGET FY 2015-2016	PROPOSED BUDGET FY 2016-2017	PROPOSED BUDGET FY 2016-2017
1001	3610	Zoning Fees (Environmental Review)	12,500	12,500	12,500	12,500	12,500
1001	3612	Subdivision Fee	1,500	1,500	1,500	1,500	1,500
1001	3615	Sales of Maps/Publications	150	150	150	150	150
1001	3616	Banner Processing Fees	1,000	1,000	1,000	1,000	1,000
1001	3617	Other Filing and Certification	1,200	1,200	1,200	1,200	1,200
1001	3618	City Provided Medical Services	900,500	920,500	950,500	980,500	990,500
1001	3619	I. D. Cards and Fingerprints	-	-	-	-	-
1001	3622	Special Police Department	30	-	-	-	-
1001	3623	Special Fire Department	6,500	4,100	4,100	4,100	4,100
1001	3630	EMS Subscriptions	-	50	50	50	50
1001	3633	Quimby Act Fees	-	21,000	21,000	21,000	21,000
1001	3640	Plan Checking Fees	539,335	342,042	342,726	343,411	344,098
1001	3641	Admin Fee-Payroll	520	2,700	2,700	2,700	2,700
1001	3662	Nuisance Abatement	-	500	500	500	500
1001	3665	Weed and Lot Cleaning	135	325	325	325	325
1001	3666	Substandard Abatement	95,377	95,854	96,333	96,815	97,299
1001	3667	Abandoned Vehicles	-	-	-	-	-
1001	3681	Damage To City Property	-	-	-	-	-
1001	3684	Advertisement fees	281,616	281,616	281,616	281,616	281,616
1001	3700	Swim & Slide Pool Collections	7,080	22,100	22,100	22,100	22,100
1001	3712	Cleaning Deposits	-	500	500	500	500
1001	3721	Park and Recreation Room Rental	2,200	2,200	2,200	2,200	2,200
1001	3842	Other Penalties-Returned Check	200	200	200	200	200
1001	3848	Miscellaneous - Water	-	-	-	-	-
1001	3870	Collection Fees	-	-	-	-	-
1001	3881	Reproduction Charges	8,150	6,248	6,248	6,248	6,248
1001	3684	Advertisement fees	-	-	-	-	-
1001	3884	Administration fees	-	-	-	-	-
1001	3890	Miscellaneous Charges for Current Svcs	26,020	26,020	26,020	26,020	26,020
		Sub Total	**6,334,013**	**6,068,105**	**6,099,268**	**6,130,435**	**6,141,606**
		Other Revenues and Financing Sources					
1001	3910	Sale of Land/Real Property	-	-	-	-	-
1001	3920	Contributions from Other Funds / Agency	114,222	114,221	114,221	114,221	114,221
1001	3959	Overage/Shortage	-	20	20	20	20
1001	3980	Miscellaneous	135,000	105,690	105,690	105,690	105,690
1001	3982	Public Works Misc Revenue	-	131,850	131,850	131,850	131,850
		Sub Total	**249,872**	**351,781**	**351,781**	**351,781**	**351,781**
		TOTAL GENERAL FUND	**44,355,055**	**44,997,885**	**45,390,605**	**46,112,918**	**46,396,358**

#23.

Attachment V:
Fiscal Year 2013-2014
Cash Flow Analysis

WITH TRANS

CITY OF COMPTON

GENERAL FUND CASHFLOW - FISCAL YEAR 2013-2014 (PROJECTED)

	Actual					Projected						
Description	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**TOTAL**
BEGINNING CASH BALANCE	1,850,155	$ 10,002,086	$ 8,186,902	$ 7,574,627	$ 6,571,936	$ 4,872,041	$ 1,822,878	$ 2,974,956	$ 1,885,260	$ 943,451	$ 268,452	$ 2,534,784	$ 1,850,155
RECEIPTS													
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales & Use Taxes	-	21,352	490,607	400,158	21,378	529,845	1,908,960	452,891	460,281	369,922	1,501,351	766,855	6,923,600
Franchise Taxes	-	88,190	104,760	125,406	51,715	100,873	98,524	228,365	72,995	18,704	243,810	172,612	1,305,954
Transient Occupancy Tax	-	-	10,943	15,229	12,331	8,842	7,218	7,558	6,630	7,033	9,846	7,802	93,432
Property Transfer Tax	-	25,934	-	15,566	21,269	-	46,842	-	12,658	27,924	11,708	11,034	172,935
Utility Users Tax	174,844	1,086,029	1,180,741	1,491,568	1,170,350	277,839	1,890,519	926,818	1,136,973	1,505,313	1,221,744	1,153,858	13,216,596
License and Permits	242,429	138,590	101,887	152,391	95,004	71,624	105,125	154,916	162,576	88,090	82,183	64,708	1,459,523
Business License Fees	84,715	277,126	316,365	241,340	126,797	121,810	131,736	89,818	147,281	301,858	363,459	347,036	2,549,341
Parking Citation Fee	120,642	91,914	84,782	107,857	97,743	25,707	112,424	80,231	93,066	113,053	228,285	90,587	1,246,291
Fines and Penalties	750	26,814	30,394	10,585	34,595	3,165	33,882	19,716	29,415	30,760	29,392	30,154	279,622
Interest & Rentals	35,368	15,375	12,472	10,345	11,109	7,044	11,977	4,894	16,129	15,942	9,307	11,659	161,621
State Motor Vehicle Fee	-	-	-	-	-	-	-	-	-	-	535,345	-	535,345
Service Charges	385,331	335,331	458,412	335,331	335,331	335,331	335,331	335,331	335,331	335,331	335,331	335,331	4,197,053
Other Revenues	201,642	1,263,984	263,725	11,000	157,558	116,521	415,581	444,841	419,931	346,146	222,335	451,160	4,314,424
Proceeds from Sale of Property	-	-	-	-	-		-	-	-		1,000,000	-	1,000,000
TRANS - proceeds	10,400,000	-	-	-	-	-	-	-	-	-	200,000		10,600,000
Contribution from CRA - Gen. Liab	-	-	-	-	-	-	-	-	-	-		-	-
Total Revenues	11,645,721	3,370,639	3,055,088	2,916,776	2,135,180	1,598,601	5,098,119	2,745,379	2,893,266	3,160,076	5,994,096	3,442,796	48,055,737
DISBURSEMENTS													
laries and Benefits	1,557,814	1,580,539	1,504,484	1,512,110	1,512,110	2,268,165	1,512,110	1,512,110	1,512,110	1,512,110	1,512,110	2,268,165	19,763,936
peration and Maintenance	480,162	658,733	707,065	786,769	786,769	843,404	854,555	786,769	786,769	786,769	379,458	936,444	8,793,666
A Sheriff Contract	-	2,946,551	1,455,814	1,536,196	1,536,196	1,536,196	1,536,196	1,536,196	1,536,196	1,536,196	1,536,196	1,536,195	18,228,128
Debt Service	-	-	-	84,392.00	-	-	43,180	-	-	-	-	-	127,572
Interfund Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Contribution to General Liability	-	-	-	-	-	-	-	-	-	-	300,000	-	300,000
Checks Withheld / Catch-up Release	1,455,814	-	-	-	-	-	-	-	-	-	-	(1,536,195)	(80,381)
Total Disbursements	3,493,790	5,185,823	3,667,363	3,919,467	3,835,075	4,647,765	3,946,041	3,835,075	3,835,075	3,835,075	3,727,764	3,204,609	47,132,921
SURPLUS / (DEFICIT)	8,151,931	(1,815,184)	(612,275)	(1,002,691)	(1,699,895)	(3,049,164)	1,152,078	(1,089,696)	(941,809)	(674,999)	2,266,332	238,188	922,816
ENDING CASH BALANCE	10,002,086	8,186,902	7,574,627	6,571,936	4,872,041	1,822,878	2,974,956	1,885,260	943,451	268,452	2,534,784	2,772,971	2,772,971

WITHOUT TRANS

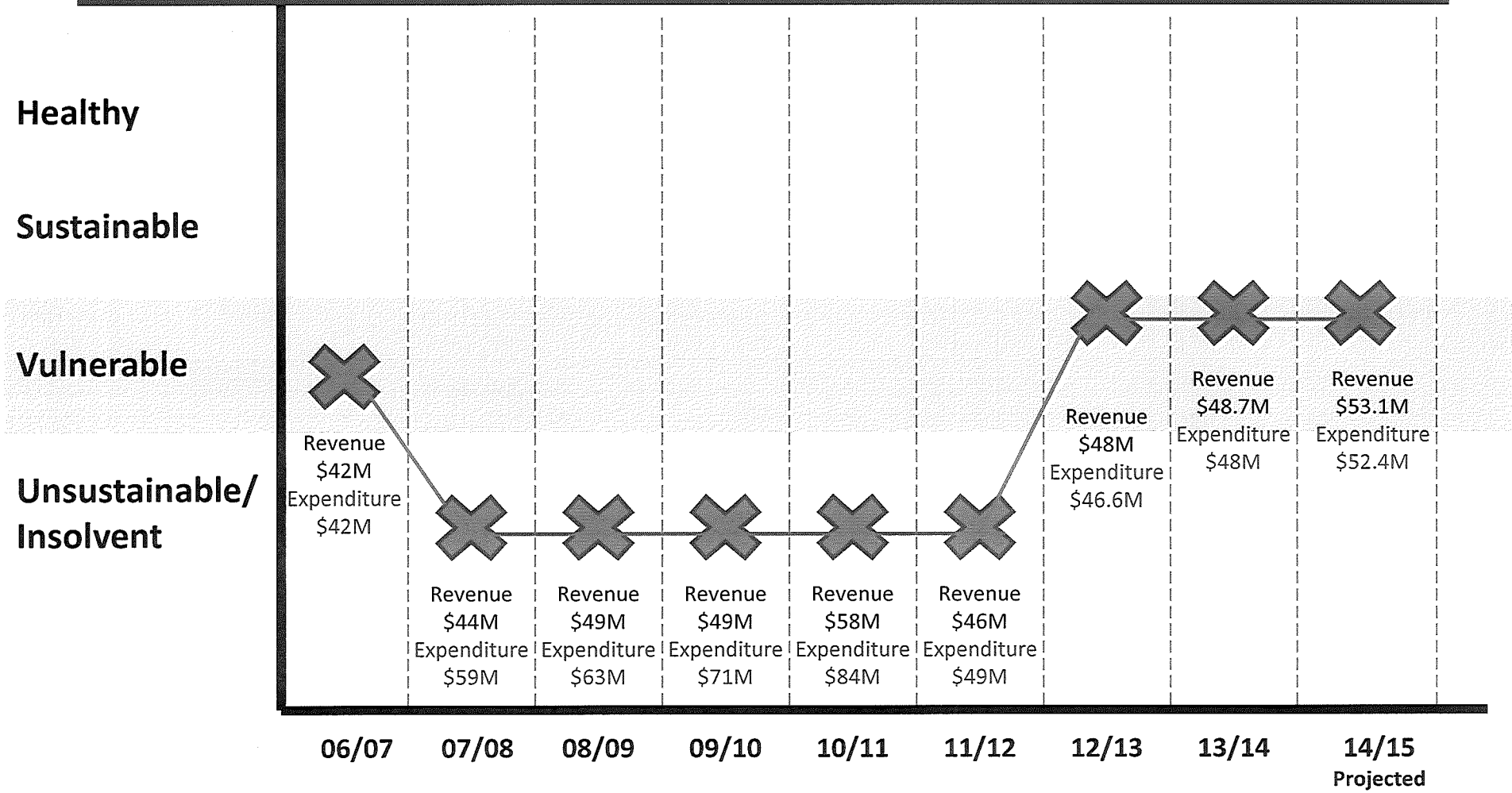
#23.

CITY OF COMPTON
GENERAL FUND CASHFLOW - FISCAL YEAR 2013-2014 (PROJECTED)

	Actual			Projected									
Description	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**TOTAL**
BEGINNING CASH BALANCE	1,850,155	$ (397,914)	$ (2,213,098)	$ (2,825,373)	$ (3,828,064)	$ (5,514,042)	$ (7,389,899)	$ (1,934,184)	$ (2,695,208)	$ (3,459,848)	$ (3,348,924)	$ 2,834,784	$ 1,850,155
RECEIPTS													
Property Taxes	-	-	-	-	13,917	1,173,306	333,474	328,672	177,169	785,923	382,558	-	3,195,019
Sales & Use Taxes	-	21,352	490,607	400,158	21,378	529,845	1,908,960	452,891	460,281	369,922	1,501,351	766,855	6,923,600
Franchise Taxes	-	88,190	104,760	125,406	51,715	100,873	98,524	228,365	72,995	18,704	243,810	172,612	1,305,954
Transient Occupancy Tax	-	-	10,943	15,229	12,331	8,842	7,218	7,558	6,630	7,033	9,846	7,802	93,432
Property Transfer Tax	-	25,934	-	15,566	21,269	-	46,842	-	12,658	27,924	11,708	11,034	172,935
Utility Users Tax	174,844	1,086,029	1,180,741	1,491,568	1,170,350	277,839	1,890,519	926,818	1,136,973	1,505,313	1,221,744	1,153,858	13,216,596
License and Permits	242,429	138,590	101,887	152,391	95,004	71,624	105,125	154,916	162,576	88,090	82,183	64,708	1,459,523
Business License Fees	84,715	277,126	316,365	241,340	126,797	121,810	131,736	89,818	147,281	301,858	363,459	347,036	2,549,341
Parking Citation Fee	120,642	91,914	84,782	107,857	97,743	25,707	112,424	80,231	93,066	113,053	228,285	90,587	1,246,291
Fines and Penalties	750	26,814	30,394	10,585	34,595	3,165	33,882	19,716	29,415	30,760	29,392	30,154	279,622
Interest & Rentals	35,368	15,375	12,472	10,345	11,109	7,044	11,977	4,894	16,129	15,942	9,307	11,659	161,621
State Motor Vehicle Fee	-	-	-	-	-	-	3,970,163	-	-	-	3,970,163	-	7,940,326
Service Charges	385,331	335,331	458,412	335,331	335,331	335,331	335,331	335,331	335,331	335,331	335,331	335,331	4,197,053
Other Revenues	201,642	1,263,984	263,725	11,000	157,558	116,521	415,581	444,841	419,931	346,146	222,335	451,160	4,314,424
Proceeds from Sale of Property	-	-	-	-	-		-	-	-		1,000,000	-	1,000,000
TRANS - proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Contribution from CRA - Gen. Liab	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,245,721	3,370,639	3,055,088	2,916,776	2,149,097	2,771,907	9,401,756	3,074,051	3,070,435	3,945,999	9,611,472	3,442,796	48,055,737
DISBURSEMENTS													
Salaries and Benefits	1,557,814	1,580,539	1,504,484	1,512,110	1,512,110	2,268,165	1,512,110	1,512,110	1,512,110	1,512,110	1,512,110	2,268,165	19,763,936
Operation and Maintenance	480,162	658,733	707,065	786,769	786,769	843,404	854,555	786,769	786,769	786,769	379,458	936,444	8,793,666
L.A Sheriff Contract	-	2,946,551	1,455,814	1,536,196	1,536,196	1,536,196	1,536,196	1,536,196	1,536,196	1,536,196	1,536,196	1,536,195	18,228,128
Debt Service	-	-	-	84,392.00	-	-	43,180	-	-	-	-	-	127,572
Interfund Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Contribution to General Liability	-	-	-	-	-	-	-	-	-	-	-	-	-
Checks Withheld / Catch-up Release	1,455,814	-	-	-	-	-	-	-	-	-	-	(1,536,195)	(80,381)
Total Disbursements	3,493,790	5,185,823	3,667,363	3,919,467	3,835,075	4,647,765	3,946,041	3,835,075	3,835,075	3,835,075	3,427,764	3,204,609	46,832,921
SURPLUS / (DEFICIT)	(2,248,069)	(1,815,184)	(612,275)	(1,002,691)	(1,685,978)	(1,875,858)	5,455,715	(761,024)	(764,640)	110,924	6,183,708	238,188	1,222,816
ENDING CASH BALANCE	(397,914)	(2,213,098)	(2,825,373)	(3,828,064)	(5,514,042)	(7,389,899)	(1,934,184)	(2,695,208)	(3,459,848)	(3,348,924)	2,834,784	3,072,971	3,072,971

Attachment VI:
Long Term
Financial Performance

City of Compton
Long-Term Financial Performance



Healthy: Revenues exceed expenditures and continue to show growth, year over year, and the City maintains a 10-15% reserves-rainy day fund
Sustainable: Revenues exceeds expenditures (10-15% reserves–rainy day fund)
Vulnerable: Revenues exceed expenditures (less than 10% reserve–rainy day fund)
Unsustainable/Insolvent: Revenues less than expenditures

Attachment VII:

City Council Resolution No. 23,447 - 20 Year Internal Borrowing Debt Service Plan

#23.

RESOLUTION NO. 23,447

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE REPAYMENT SCHEDULE OF THE GENERAL FUND INTERNAL BORROWING

WHEREAS, the City Manager's presentation of October 18, 2011 indicated the need for General Fund to commence repayment of the cash borrowed from other funds to pay for General Fund expenditures in years when there were not enough revenues to adequately fund the General Fund expenditures; and

WHEREAS, the City Council on November 8, 2011 approved the minute motion regarding the proposed action plan to improve the City's finances; and

WHEREAS, part of the action plan relates to the need for the City to discuss with the Independent Auditors a repayment schedule acceptable to the Auditors regarding the timing and amounts of the repayments to be made by the General Fund to those Funds whose monies were borrowed by General Fund; and

WHEREAS, as of June 30, 2011, the General Fund owed a total of $41,921,071 to various internal funds of the City. This total amount owed to other funds consists of the following:

1. $32,555,436 General Fund's negative balance in the Pooled Checking Account which meant that the General Fund drew money from the pool over and above the General Fund revenues that were brought into the pooled checking account. Several Funds such as the Retirement Fund, Sewer Fund and Water Fund have positive balances in the Pooled Checking account meaning that the funds brought more revenues into the Pooled Checking account than they actually spent in the past.

2. The amount of $5,328,000 is owed to the Community Redevelopment Agency for purchase of Park Land from the Community Redevelopment Agency (Fund 1203). The park properties were initially sold by the City to CRA several years ago. However, due to legal complications (also raised by the Independent Auditors) the parks were resold back to the City. The City Council approved the resale of the park property and directed that the Agency be fully reimbursed through resolution number 1,778. However, the General Fund has not had the available funds to repay the Agency to date.

3. The total of $4,037,635 mainly representing the amount allocated through the budget process in the fiscal year 2008/2009 to be paid out of the Agency's tax allocation revenues (Fund 1200) for services/expenditures incurred by City departments on behalf of CRA.

   However, the expenditures did not properly meet the eligibility criteria and were therefore disallowed by our External Independent Auditors. The General Fund has yet to pay back the amount to the Agency.

WHEREAS, the Independent Auditors cited the City in its fiscal year 2009/2010 audit report regarding the General Fund deficit and indebtedness.

WHEREAS, the City Manager and City Controller had discussions with the Independent Auditors regarding the desire to treat the amounts owed by the General Fund as long term indebtedness with repayment spread over a period of 20 years.

WHEREAS, it may be necessary to have separate bank accounts for some of the funds in the Pooled Checking account to ensure that the repayments made by the General Fund to those funds are deposited in their own separate bank account.

WHEREAS, it is necessary to curtail General Fund expenditures from now on to ensure that General Fund revenues are adequate to meet General Fund expenditures without having to use the cash belonging to other funds; and

WHEREAS, it is imperative that the repayment schedule be complied with to give assurance to third parties including the City's Banks, Bondholders, Independent Auditors and Auditors from grantee Agencies that the City is committed to repay the amounts owed by General Fund to other funds; and

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

Section 1. That the repayment schedule listed below is hereby approved.

Section 2. That the interest rate for repayment shall be based on the current 20-year mortgage rate which is 3.5% as of the date of this resolution.

CITY OF COMPTON
AMORTIZATION SCHEDULE - REPAYMENT BY GENERAL FUND

Serial No.	Fiscal Year	Beginning Loan Balance	Interest 3.5%	Fiscal Year Repayment	Ending Loan Balance
1	2011/2012	$ 41,921,071	$ 1,467,237	-	$ 43,388,308
2	2012/2013	$ 43,388,308	$ 1,518,591	$ 100,000	$ 44,806,899
3	2013/2014	$ 44,806,899	$ 1,568,241	$ 200,000	$ 46,175,140
4	2014/2015	$ 46,175,140	$ 1,616,130	$ 1,300,000	$ 46,491,270
5	2015/2016	$ 46,491,270	$ 1,627,194	$ 3,000,000	$ 45,118,464
6	2016/2017	$ 45,118,464	$ 1,579,146	$ 3,500,000	$ 43,197,610
7	2017/2018	$ 43,197,610	$ 1,511,916	$ 3,500,000	$ 41,209,526
8	2018/2019	$ 41,209,526	$ 1,442,333	$ 3,500,000	$ 39,151,859
9	2019/2020	$ 39,151,859	$ 1,370,315	$ 4,000,000	$ 36,522,174
10	2020/2021	$ 36,522,174	$ 1,278,276	$ 4,000,000	$ 33,800,450
11	2021/2022	$ 33,800,450	$ 1,183,016	$ 4,000,000	$ 30,983,466
12	2022/2023	$ 30,983,466	$ 1,084,421	$ 4,000,000	$ 28,067,887
13	2023/2024	$ 28,067,887	$ 982,376	$ 4,000,000	$ 25,050,263
14	2024/2025	$ 25,050,263	$ 876,759	$ 4,000,000	$ 21,927,023
15	2025/2026	$ 21,927,023	$ 767,446	$ 4,000,000	$ 18,694,469
16	2026/2027	$ 18,694,469	$ 654,306	$ 4,000,000	$ 15,348,775
17	2027/2028	$ 15,348,775	$ 537,207	$ 4,000,000	$ 11,885,982
18	2028/2029	$ 11,885,982	$ 416,009	$ 4,000,000	$ 8,301,991
19	2029/2030	$ 8,301,991	$ 290,570	$ 4,000,000	$ 4,592,561
20	2030/2031	$ 4,592,561	$ 160,740	$ 4,753,301	$ (0)

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

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

#23.

RESOLUTION NO. 23,447
PAGE THREE

ADOPTED this 20th day of December, 2011.

Eric J. Perrodin
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 forgoing resolution was adopted by the City Council, signed by the Mayor, attested to by the City Clerk at a regular meeting thereof held on the 20th day of December 2011.

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

AYES: COUNCIL MEMBER(S)-Zurita,Arceneaux,Jones,Perrodin
NOES: COUNCIL MEMBER(S)-None
ABSENT: COUNCIL MEMBER(S)-Dobson
ABSTAINS: COUNCIL MEMBER(S)-None

CITY CLERK OF THE CITY OF COMPTON

Attachment VIII:
Resolution No. 23,465
Side Letter Agreement

#23.

RESOLUTION NO. 23,465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE SIDE LETTER AGREEMENTS AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON LOCAL EMPLOYEE BARGAINING UNITS AFSCME LOCAL 2325, AFSCME LOCAL 3947, SEIU LOCAL 721 AND IAFF LOCAL 2216

WHEREAS, due to the financial position of the City, on October 18, 2011, the City Council authorized the City Manager to begin negotiations with the City's five recognized bargaining units; and

WHEREAS, the purpose of these negotiations was to seek cost sharing agreements to assist the City in closing current and future year budget gaps while minimizing the negative impact on the City's ability to deliver community service; and

WHEREAS, the Labor groups chose to join together and form a coalition. The coalition met with City representatives and began discussing solutions to meet the needs of the City; and

WHEREAS, on January 12, 2012, the Coalition and the representatives for the City of Compton reached tentative agreement subject to the approval of the City Council.

WHEREAS, all employees of the bargaining units have formally ratified this agreement, demonstrating a commitment to the Compton community. The agreement includes but is not limited to:

• Elimination Cell phone allowance	$105,725
• Change in dental plan contribution	209,372
• Elimination of vision plan	48,842
• Implementation of 12 non-paid furlough days For all non public safety employees	362,177
• Elimination of uniform allowance For public safety employees	102,425
• Elimination of Holiday Pay For public safety employees	198,124
	$1,026,665

These savings amount to $1,026,665 per year. In the current fiscal year, the City will save $513,332.

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

Section 1. That the City Council of the City of Compton does hereby approve the amendments to the Memorandum of Agreement between the City of Compton and the recognized bargaining units.

Section 2. That the City Manager, upon the advice of the City Attorney, is hereby directed to execute and implement Side Letter Agreements to the existing Memorandum of Agreements with the bargaining units.

Section 3. That all other terms and conditions of the current Memorandum of Agreement shall remain in effect and unchanged.

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 AMEND THE 2013-2014 FISCAL YEAR BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE FIRST QUARTER BUDGET REVIEW**

Terrance C. Davis — **10/17/2013 1:06:20 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

<LegalName> — **<LegalDate>**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **10/17/2013 3:34:58 PM**
CITY CONTROLLER — DATE

Terrance C. Davis — **10/17/2013 1:34:10 PM**
CITY MANAGER — DATE

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

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
217794	09/23/13	Mark Woods DBA Woods Consultants	Compensation for the purchase of camera, video equipment and accessories for the City of Compton	$13,835.00	$45,000.00

Requested by City Manager's Office

I hereby certify that the above demand in the amount of $13,835.00 was approved at a regular meeting of the City Council and reject _____ as of November 5, 2013.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on November 5, 2013 allowed the above demand.

_____
Alita Godwin
City Clerk

#24.

#24.

WOODS CONSULTANT EQUIPMENT LIST

Item	Description	Suggested Price	$13,835
1	Panasonic AG-DVX100AP	$1,025	
2	Panasonic AG-DVX100AP	$1,025	
3	Panasonic AG-DVX100BP	$1,025	
4	Manfrotto 503 Tripod with Case	$375	
5	Manfrotto 503 Tripod with Case	$375	
6	Manfrotto 501 Tripod with Case	$375	
7	Manfrotto 700RC2 Tripod with Case	$250	
8	Roland Edirol V-4 4-Channel Video Mixer	$1,275	
9	Roland Edirol M-100FX 10-Channel Mixer and Audio/Voice Effects	$120	
10	Nexis 100AP DVD Duplicator	$325	
11	Sony DSR-11	$400	
12	Sony DSR-11	$400	
13	Lowel Tota 3 Light Kit	$865	
14	Pelican 1620 Case	$150	
15	Pelican 1620 Case	$150	
16	Pelican 1560 Case	$150	
17	4-On Stage Mic Stands with Case Kit	$200	
18	Back Drop Stand with Case Kit	$50	
19	Sony DVP-SR500H DVD Player	$50	
20	Macintash G5 Computer Systems with Final Cut Pro Editing Software	$250	
21	Macintash G5 Computer Systems with Final Cut Pro Editing Software	$250	
22	Soloist II MPEG Video Player	$3,000	
23	Sony VHS/VCR	$50	
24	APC UPS Battery Backup	$25	
25	APC UPS Battery Backup	$25	
26	Panasonic DVD Player	$50	
27	Sony 42" TV Monitor	400	
28	Sennheiser EW100ENG-G2 Condenser Wireless Professional Microphone	$400	
29	Sennheiser EW100ENG-G2 Condenser Wireless Professional Microphone	$400	
30	Sennheiser Hand Held Wireless Professional Microphone	$400	

Office furniture 2,200