

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, June 17, 2014 3:30 PM

HEARING(S)

**3:35 P.M. - PUBLIC HEARING - 2014-2015 FISCAL YEAR BUDGET HEARING
(Item #14)**

**4:15 P.M. - PUBLIC HEARING - A JOINT PUBLIC HEARING ON THE PUBLIC
HOUSING AGENCY (PHA) FIVE YEAR AND ANNUAL PLAN (Item #8)**

**5:50 P.M. - PUBLIC HEARING - DECLARING INTENT TO LEVY AND COLLECT
ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE
ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2014/2015 (Item #9/11)**

**5:50 P.M. - PUBLIC HEARING - DECLARING INTENT TO LEVY AND COLLECT
ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES
FOR FISCAL YEAR 2014/2015 (Item #10/12)**

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

- 1. CERTIFICATE PRESENTATION - "Compton SEED Program Graduate
Students" (Mayor Aja Brown)**
- 2. PRESENTATION - Business Recognition - Business of the Month - City
Shopping Center Banquet Hall and Compton Fashion Center
(Councilperson Isaac Galvan)**

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

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON UNIFIED SCHOOL DISTRICT'S (CUSD) REGIONAL OCCUPATIONAL PROGRAM (ROP) / CAREER TECHNICAL EDUCATION (CTE) FOR FISCAL YEAR 2013-2014
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT WITH MV TRANSPORTATION INC. FOR SIX MONTHS TO PROVIDE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM
5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 30-21.8(B) OF CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE TO REVISE REGULATIONS FOR THE CONSTRUCTION OF RESIDENTIAL DRIVEWAYS ON LOTS WITH LESS THAN FIFTY (50) FEET OF STREET FRONTAGE WIDTH (First Reading)

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 31-1.11 OF CHAPTER 31 (RUNOFF POLLUTION CONTROL) OF THE COMPTON MUNICIPAL CODE - REQUIRING LOW IMPACT DEVELOPMENT CONTROLS AND ESTABLISHING A "GREEN STREET" POLICY IN COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ("MS4") FOR LOS ANGELES COUNTY (First Reading)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN (MIG), INC. FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR THE COMPTON PARK IMPROVEMENT PLAN
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING SUBMISSION OF THE PUBLIC HOUSING AUTHORITY (PHA) FIVE YEAR AND ANNUAL PLAN (2014-2019) AND RESCINDING RESOLUTION NO 23,924
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2014/2015
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR 2014/2015
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2014/2015
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2014/2015
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE REVISED REPAYMENT SCHEDULE OF THE GENERAL FUND INTERNAL BORROWING AND RESCINDING THE REPAYMENT SCHEDULE ADOPTED IN RESOLUTION 23,447
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015.

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, June 24, 2014 @ 5:45 PM.

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June 17, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF
COMPTON AND COMPTON UNIFIED SCHOOL DISTRICT'S (CUSD)
REGIONAL OCCUPATIONAL PROGRAM (ROP)/CAREER TECHNICAL
EDUCATION (CTE) FOR FISCAL YEAR 2013-2014**

SUMMARY:

This resolution will authorize the City Manager to execute a 12-month lease agreement with Compton Unified School District's Regional Occupational Program/Career Technical Education (CUSD-ROP/CTE) for Fiscal Year 2013-2014.

BACKGROUND:

The City of Compton owns certain real property located at 700 North Bullis Road, also known as the *CareerLink* facility. It is used as a "shared occupancy" facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals.

CUSD-ROP/CTE is a co-located *CareerLink* partner agency, and has occupied office and classroom space at the *CareerLink* Center for a number of years and wishes to continue occupying space at the facility on an annual basis.

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)(1)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least One Dollar (\$1.00) per square foot.***

STATEMENT OF THE ISSUES:

In January 2014, CUSD-ROP/CTE informed *CareerLink* staff that they were directed by the Board of Trustees to move into a school district site and therefore would not be

#3.

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Compton Unified School District for FY 2013-14
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renewing their lease agreement with the City for occupancy at the CareerLink facility, however, they have occupied the Premises throughout Fiscal Year 2013-2014.

CUSD-ROP/CTE has occupied approximately 2,243 square feet of indoor space (Rooms 2C, 7A, 8A and 9A) at the facility since July 1, 2013. The attached lease agreement, approved by the CUSD Board of Trustees on April 28, 2014, addresses only the base minimum rental amount of \$1.00 per square foot. It does not include costs incurred by the City for utilities, maintenance and repairs, custodial and general security.¹

The CUSD-ROP/CTE shall be invoiced for the total annual lease amount for their occupancy during the period of July 1, 2013 through June 30, 2014, as follows:

Room 2C (432 sq. ft.)	\$ 432.00 per month
Room 7A (709 sq. ft.)	709.00 per month
Room 8A (550 sq. ft.)	550.00 per month
Room 9A (552 sq. ft.)	552.00 per month
Monthly Total Due	\$2,243.00 (\$26,910 annually)

FISCAL IMPACT:

The \$26,916.00 annual lease payment was identified as revenue in the 2013-2014 Fiscal Year budget. The collected revenues shall be posted to Account No. 1001 000 000 3425, that has been established to receive CareerLink facility rents.

ALTERNATIVE

An alternative to not adopting the attached resolution may result in the City not recouping lease payments due for the occupancy of the Premises by CUSD-ROP/CTE.

RECOMMENDATION:

City Council approval of the attached resolution is recommended.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

¹ At the CareerLink location, staff has identified these costs to the City at slightly less than (an additional) one dollar (\$1.00) per square foot.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF
COMPTON AND COMPTON UNIFIED SCHOOL DISTRICT'S (CUSD)
REGIONAL OCCUPATIONAL PROGRAM (ROP)/CAREER TECHNICAL
EDUCATION (CTE) FOR FISCAL YEAR 2013-2014**

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road, also known as the *CareerLink* facility which is used as a "shared occupancy" facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals; and

WHEREAS, CUSD-ROP/CTE is a co-located *CareerLink* partner agency, and has occupied office and classroom space at the *CareerLink* Center for a number of years, including Fiscal Year 2013-2014; and

WHEREAS, CUSD-ROP/CTE has occupied approximately 2,243 square feet of indoor space (Rooms 2C, 7A, 8A and 9A) since July 1, 2013, and shall be invoiced for the total annual lease amount of \$26,910.00.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to execute a 12-month lease agreement, effective July 1, 2013 through June 30, 2014, with the Compton Unified School District for use of approximately 2,243 square feet of indoor space (Rooms 2D, 7A, 8A and 9A) at 700 North Bullis Road, Compton (*CareerLink* facility), for their Regional Occupational Program (ROP)/Career Technical Education (CTE).

Section 2. That the monthly lease rate shall be Two Thousand Two Hundred Forty Three Dollars (\$2,243.00), however, CUSD-ROP/CTE shall remit to the City the total annual lease amount due in the amount of Twenty Six Thousand Nine Hundred Ten Dollars (\$26,910.00) upon invoicing by the City.

Section 3. That Account No. 1001 000 000 3425 has been established to receive *CareerLink* facility rental payments.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, General Services, *CareerLink* and the City Attorney'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 _____, 2014.

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 the _____ day of _____, 2014.

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

**LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
COMTON UNIFIED SCHOOL DISTRICT**

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**OWNER**”) and the **COMPTON UNIFIED SCHOOL DISTRICT** (hereinafter referred to as “**LESSEE**”).

RECITALS:

WHEREAS, the City of Compton (“Owner”), has under it jurisdiction certain real property located at 700 North Bullis Road, Compton, California 90221, also known as the “CareerLink” facility (the “Site”); and

WHEREAS, on _____, 2014, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the Compton Unified School District (“Lessee”) for a period of twelve (12) months, commencing July 1, 2013 through June 30, 2014.

NOW, THEREFORE, Owner and Lessee, for the consideration, terms and conditions herein described, mutually agree as follows:

WITNESSETH:

Section 1. Premises. The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee and upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Owner, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

**Compton CareerLink Facility
700 North Bullis Road
Compton, California 90221**

[The “Site”]

Lessee shall lease the following indoor square footage within the Site (as outlined on the attached Diagram/map of the Site/Premises. Lessee may also have access to and use of shared public spaces within the Site:

<u>Location</u>	<u>Square Footage</u>	<u>Monthly Lease Amount</u>
Room 2C	432 square feet	\$432.00
Room 7A	709 square feet	\$709.00
Room 8A	550 square feet	\$550.00

Room 9A

552 square feet

\$552.00

[The “Premises”]

Section 2. Term. This Lease shall be for a term of twelve (12) months, commencing on July 1, 2013 and shall terminate on June 30, 2014, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements.

Section 3. Rent. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the sum of **Two Thousand Two Hundred Forty Three Dollars (\$2,243.00)** per month, based on a rental rate of **One Dollar and No Cents (\$1.00) per square foot** for each square foot of exclusive use space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Lessee acknowledges that they have occupied the Premises since July 1, 2013 and shall remit to Owner the total annual lease amount of **Twenty Six Thousand Nine Hundred Ten Dollars (\$26,910.00)** and any other charges authorized pursuant to the provisions of this Agreement upon invoicing by the Owner.

Payments shall be remitted to: General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: City of Compton
[Please identify your Lease Site on the payment]

Section 4. Use of Premises. Lessee is entitled to use the Premises during normal building business hours (Mondays through Fridays, 7:00 a.m. to 6:00 p.m.), **(excepting legal City holidays)** for the following purpose(s) only:

Administrative and Classroom Operations of the Compton Unified School District’s Regional Occupational Program (ROP) and Career Technical Education Program (CTE)

Lessee shall not use the Premises for any other purpose without the prior written consent of the Owner. Lessee shall not use the Premises in a manner so as to interfere with Owner’s use or equipment at the Site. Lessee shall not use the Premises for the storage of inoperable or unusable equipment or property.

Use of Premises at Shared Site on City Holidays and Non-Business Hours

On those dates designated by the City Council as legal City holidays, the Site **(including the Premises)** shall be closed. If Lessee desires to use the Premises on a City holiday or during hours not specified above, Lessee shall pay the City the costs (e.g. employees’ salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Lessee shall include the additional amounts owed in the next lease payment.

Section 5. Delivery of Premises. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be liable to Lessee for any loss or damage resulting therefrom and Lessee at Lessee's option, may declare this Agreement to be null and void.

Section 6. Utilities and Other Services. Owner agrees to furnish the following utilities and services at Owner's expense during normal business hours:

- a. Electricity for normal lighting and power for office use. Special or additional electrical requirements over and above the standard for general office uses will be charged directly to Lessee.
- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance.
- e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Lessee. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Lessee's utility or service provider or its equipment.

Owner shall in no way be liable or responsible for any loss, damage or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities and services supplied to Premises and/or Site, unless directly caused by the active negligence or willful misconduct of the Owner.

Section 7. Assignment and Subletting. Lessee agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Lessee, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Owner. Any attempted assignment or subletting of this Lease without the written consent of the Owner constitutes fraud and this Agreement shall be null and void.

Section 8. Alterations and Additions. Lessee shall not make any alterations or construct any additions or improvements in or on the Site and/or the Premises until the Owner has approved the complete plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain

ownership and/or possession of the alteration, addition or improvement subject to plan review by Owner at Lessee's expense. Lessee shall keep the Premises free of liens from such work.

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Site and/or the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

Lessee shall repair any damage to the Site and/or the Premises caused by Lessee's installation and/or removal of its personal property, alterations, improvements or additions.

Section 9. Repairs and Maintenance. Owner shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, and Lessee assumes any and all cost and liability for the repair and maintenance of the Premises leased herein, unless such repairs, alterations or maintenance are due to Owner's negligence or willful misconduct. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Owner in as good order, repair and condition as the same were in at the commencement of this Lease, subject to normal wear and tear. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises. Lessee shall keep the Premises free of liens from such work.

Lessee shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease.

Lessor agrees to keep the Premises in good repair and condition at their sole cost and expense. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or material used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Owner shall have no liability to Lessee for any condition on the Premises leased herein and Lessee agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. Lessee agrees to hold the Owner harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the Lessee, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. Indemnification. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner"), against any and all damages to property or injuries to or death of any person

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or persons, and shall defend, indemnify and save the Owner from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Lessee, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

Section 11. Insurance. Without limiting the Lessee's indemnification of the Owner, Lessee shall obtain and maintain, at its cost and expense, for the duration of the Lease and any extension or holdover period(s) thereof, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with Lessee's occupation of the Site/Premises. 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 Owner 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 Lessee to procure or maintain insurance shall constitute a material breach upon which the Owner may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the Owner.

Coverages and Limits. Lessee 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 Lessee's indemnification obligations under this Agreement. City/Owner, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Lessee pursuant to this Agreement are adequate to protect Lessee. The coverage will contain no special limitations on the scope of its protection except for Workers' Compensation insurance. Lessee will obtain occurrence coverage. If Lessee believes that any required insurance coverage is inadequate, Lessee shall obtain such additional insurance coverage, as Lessee deems adequate, at Lessee'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 **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 Lessee has no employees and provides, to Owner's satisfaction, a declaration stating this.

11.3 **Fire and Casualty Insurance.** Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same.

Lessee shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Endorsements. For Commercial General Liability Insurance, Lessee 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 Lessee. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's/Owner's execution of this Agreement, Lessee shall furnish certificates of insurance and endorsements to Owner.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City/Owner.

Section 12. Self-Insurance and Self-Insured Retention. Lessee, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self insurance (self funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding shall be provided to the Owner at the time of execution of this Lease Agreement.

Section 13. Damage or Destruction. Owner agrees that should the Premises be so badly damaged by earthquake or other violent action of the elements as to render them wholly unfit for Lessee's occupancy, then this Lease shall be terminated immediately upon the happening of any such event, whereupon Lessee shall surrender the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

In the event of any lesser damage by casualty, then Owner shall commence the repair and restoration of such premises within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days, in which case it shall be commenced as soon as feasibly possible. If the damage to the Premises is caused by the Lessee or its agents, employees or invitees, then after receiving Owner's approval for the same, Lessee shall promptly repair the damage at Lessee's expense.

Section 14. Default. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within

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the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 15. Holding Over. In case Lessee holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 16. Cancellation Provision. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime upon sixty (60) days prior written notice to the other party.

Section 17. Owner's Access. Lessee agrees to permit the Owner or Owner's authorized agents, upon at least twenty-four (24) hours advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 18. Discrimination. The Lessee herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises herein leased.

Section 19. Partnership Disclaimer. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the Owner. Nothing herein contained shall be construed as constituting the parties herein as partners.

Section 20. Vacating Premises. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 21. Compliance with Laws. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 22. Easements and Right of Way. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be required to reimburse Lessee for any damages suffered by Lessee caused by the construction work on the easement area.

Section 23. Parking Access. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all tenants on a first-come, first-served basis.

Section 24. Relocation. Lessee acknowledges that Lessee, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 25. Failure to Perform. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 26. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

Section 27. Amendments. This Lease Agreement may be modified or amended only be written document executed by both Lessee and Owner's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Lease Agreement.

Section 28. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 29. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

Lease Agreement – Compton Unified School District (ROP/CTE)
 CareerLink – 700 North Bullis Road
 Resolution No.

Section 30. Recovery of Legal Fees. If action is brought by Owner for the recovery hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Premises, or to protect any rights given to the Owner against the Lessee, and if the Owner shall prevail in such action, the Lessee shall pay to the Owner such amount of all amount of all costs and expenses including attorney's fees in said action, as the court determines to be reasonable.

Section 31. Notices. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

To OWNER:

**City of Compton
 205 South Willowbrook Avenue
 Compton, California 90220
 Attn: Director, General Services Department
 (310) 605-5519
 (310) 605-1753 – fax.**

With copy to:

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

To LESSEE:

**Compton Unified School District
 501 Santa Fe Avenue
 Compton, California 90220
 Attn: Superintendent
 (310) 604-6508
 (310) 632-3014 – fax.**

With copy to:

**Regional Occupational Program
 Career Technical Education
 700 North Bullis Road, Room 7A
 Compton, California 90221
 (310) 898-6000
 (310) 763-3871 – fax.**

Section 32. Entire Agreement. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

#3.

Lease Agreement – Compton Unified School District (ROP/CTE)
CareerLink – 700 North Bullis Road
Resolution No.

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

**COMPTON UNIFIED SCHOOL DISTRICT
LESSEE**

By _____
Darin Brawley, Superintendent
Compton Unified School District

Dated: _____

By _____
Reena K. Singh, Executive Director
ROP/Career Technical Education

Dated: _____

**CITY OF COMPTON/OWNER
Recommended for Approval:**

By _____
Van Wilson, Director
General Services Department

Dated: _____

Approved by:

By _____
G. Harold Duffey, City Manager

Dated: _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



Tuesday, April 22, 2014
Regional Occupational Program (ROP) Meeting

COMPTON UNIFIED SCHOOL DISTRICT
501 South Santa Fe Avenue
Compton, CA 90221

A. OPENING

1. Call to Order - Mr. Micah Ali, Board President
2. Roll Call

B. INFORMATION ITEMS

1. Grant Application - California Department of Education - California Career Partnership Trust Grant
2. LBCC Advanced Manufacturing Consortium (CCPT Grant)

C. COMMUNICATIONS

1. None Scheduled

D. PUBLIC COMMENTS

1. Agenda & Non Agenda Items (Education Code 35145.5; Government Code 54950 et. seq.)

E. RESOLUTIONS

F. APPROVAL OF MINUTES

1. 13/14-7017 - Minutes of March 25, 2014 Regular Meeting of the ROP Board of Trustees ***APPROVED***

G. ACTION - BUSINESS/CONSENT ITEMS (Routine Matters) - Consent Items are considered routine and will be enacted, approved, adopted by one motion, unless a request for removal, discussion or explanation is received from any Board Member or member of the public in attendance.

1. 13/14-7010 Amendment to Item No. 11/12-1140 (11/22/11) Affiliation Agreement - Health Care Dual Diagnosis ***APPROVED***
2. 13/14-7016 Ratification - Cost Sharing Lease Agreement with City of Compton CareerLink WorkSource Center and CUSD ROP/CTE ***APPROVED***

H. COMMENTS OF THE BOARD OF TRUSTEES AND SUPERINTENDENT

1. Board Members and Superintendent Comment

I. THE NEXT SCHEDULED ROP BOARD OF TRUSTEES MEETING

1. Education Service Center Board Room - May 27, 2014

J. ADJOURNMENT

1. 12/13-9010 - Adjournment

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE
 ITEMS AS ACCEPTED AND APPROVED BY THE BOARD/SUPERINTENDENT
 OF THE COMPTON UNIFIED SCHOOL DISTRICT

[Signature]
 DARIN BRAWLEY, Superintendent

ITEM # 13/14-7 & 13/14-7016

4/29/2014 2:49 PM



Agenda Item Details

Meeting	Apr 22, 2014 - Regional Occupational Program (ROP) Meeting
Category	G. ACTION - BUSINESS/CONSENT ITEMS (Routine Matters) - Consent Items are considered routine and will be enacted, approved, adopted by one motion, unless a request for removal, discussion or explanation is received from any Board Member or member of the public in attendance.
Subject	2. 13/14-7016 Ratification - Cost Sharing Lease Agreement with City of Compton CareerLink WorkSource Center and CUSD ROP/CTE ***APPROVED***
Access	Public
Type	Action (Consent)
Preferred Date	Apr 22, 2014
Absolute Date	Apr 22, 2014
Fiscal Impact	Yes
Dollar Amount	26,916.00
Budgeted	Yes
Budget Source	ROP Budget
Recommended Action	Approval of Cost Sharing Lease Agreement with the City of Compton CareerLink WorkSource Center and CUSD ROP/CTE for classroom and ROP/Career Technical Education Administration office at 700 North Bullis Road, Compton CA 90221.

Public Content

GOAL:

Student Success

BACKGROUND:

The ROP/Career Technical Education Department has been in a cost sharing lease agreement with the City of Compton's CareerLink WorkSource Center for ROP program site and administration offices since 1997. The California Department of Education requires ROCPS around the state to form partnerships with local WorkSource Centers and with Workforce Investment Boards (WIBS). The WorkSource Center partnerships include El Camino Compton Educational Center, Business/Industry recruiting agencies, and the Youth Employment Programs.

Besides compliance issues, since ROCPS offer career technical training to high school students, adults, alternative education students and out of school youth, the WorkSource Center is a central point for providing training, career information and Work Permits to youth in the community. CUSD ROP has two career training classes on the site in Computer Applications and Office Occupations for adults. All Staff Development for ROP/CTE teachers is held at the Worksource Center on weekdays and Saturdays. The cost sharing has remained in place for several years.

ANALYSIS:

In 2012, the City of Compton and CUSD ROP have formed a partnership to offer a Pre Apprenticeship Plumbing program at the WorkSource Center. Two Auto Bays have been donated by the city for the Plumbing classes. The training structure was built by ROP Building Remodeling students from Compton High School during the summer of 2012. Internships will be offered by the City and by CUSD. City of Compton has also provided space for two storage bins which enables ROP/CTE take delivery of materials, supplies and equipment.

The cost sharing agreement provides CUSD ROP with classroom as well as administrative and professional

RESOLUTION SIGN-OFF FORM

DEPARTMENT: CareerLink

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON UNIFIED SCHOOL DISTRICT’S (CUSD) REGIONAL OCCUPATIONAL PROGRAM (ROP) / CAREER TECHNICAL EDUCATION (CTE) FOR FISCAL YEAR 2013-2014

Kimberly McKenzie
DEPARTMENT MANAGER’S SIGNATURE

6/4/2014 4:21:05 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

6/10/2014 11:38:24 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

6/9/2014 10:22:06 AM
DATE

Kelly Montgomery
CITY MANAGER

6/4/2014 5:39:30 PM
DATE

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

June 17, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W.C. KAU, DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT WITH MV TRANSPORTATION INC. FOR SIX MONTHS TO PROVIDE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM

SUMMARY

This resolution would authorize the City Manager to extend the contract with MV Transportation Inc. for six months from May 19, 2014 – November 18, 2014 to provide operation and maintenance of the Compton Renaissance Transit System.

BACKGROUND

The Compton Renaissance Transit System provides a vital public service to the residents of the City of Compton by providing transit services to allow better access to jobs, local retail establishments and schools in the City of Compton.

On November 18, 2008, pursuant to Resolution No. 22,728, the City Council authorized the City Manager to enter into a three (3) year contract with two (2) 1-year extensions with MV Transportation for the operation and maintenance of the City's five (5) Renaissance Transit buses.

The City previously entered into the first one-year extension which expired November 18, 2012. The City and MV Transportation entered into a second one year extension on January 8, 2013 which expired November 18, 2013.

On November 19, 2013, pursuant to Resolution No. 23,871, the City Council authorized the City Manager to enter into a six-month extension to allow the City time to complete the purchase of three (3) new fixed transit buses, go through the Request for Proposal process and allow MV Transportation to factor the impact of the Affordable Healthcare Act into their pricing.

The City completed the purchase of the 3 fixed transit buses in March 2014. In April 2014, the City released a Request for Proposal to provide fixed transit services. In May 2014, the City received one proposal and is reviewing the submitted proposal.

#4.

MV Transportation Staff Report

June 17, 2014

Page Two

STATEMENT OF THE ISSUE

The six month extension expired on May 19, 2014. The City and the MV Transportation desire to extend the contract until a new contract is awarded by the City Council. Staff estimates that it could take up to six months to complete the process.

Therefore, in order for the City Manager to execute an agreement with MV Transportation for a six month period effective May 19, 2014 to November 18, 2014, City Council's authorization is necessary. All other terms and conditions of the original agreement and any amendments between the City of Compton and MV Transportation will remain in effect.

ALTERNATIVE

The City could elect not to extend the agreement with MV Transportation and no longer be able to provide fixed transit services to our residents.

FINANCIAL IMPACT

The City desires to pay outstanding invoices for services provided during FY 2013-2014. Funds in the amount of \$600,000 will be available in the Public Works/Municipal Utilities 2013-2014 (\$255,843) and 2014-2015 (\$344,157) fiscal years budget in the appropriate account numbers as follows:

FY 2013-2014

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2000-710-008-4269	Fixed Route Transit	\$ 80,843
1900-720-034-4269	Other Contract Services	\$125,000
1900-720-034-4269	Other Contract Services	\$ 50,000
		<u>\$255,843</u>

FY 2014-2015

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2000-710-008-4269	Fixed Route Transit	<u>\$344,157</u>

TOTAL: \$600,000

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to extend the agreement with MV Transportation for 6 months.

**GLEN W.C. KAU, P.E.,
DIRECTOR PUBLIC WORKS/MUNICIPAL UTILITIES**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

Attachment: MV Transportation Letter

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT
WITH MV TRANSPORTATION INC. FOR SIX MONTHS TO PROVIDE
OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE
TRANSIT SYSTEM

WHEREAS, the operation of the Compton Renaissance Transit System provides a vital public service and the City desires the services of an experienced transit services operator to continue operating the transit system; and

WHEREAS, on November 18, 2008, pursuant to Resolution No. 22,728, the City Council authorized the City Manager to enter into a three (3) year contact with MV Transportation with two (2) 1-year extensions to operate the Renaissance Transit System; and

WHEREAS, the City is currently operating in the 5th year of the contract at an annual cost of \$910,479; and

WHEREAS, the City and MV Transportation entered into a six-month extension to allow the City time to complete the purchase of the three (3) new fixed transit buses, go through the Request for Proposal process and allow the service provider time to factor the impact of the Affordable Healthcare Act on their employees; and

WHEREAS, the City completed the purchase of the three (3) fixed transit buses in March 2014 and in April 2014, released a Request for Proposal to provide fixed transit services and is currently going through the proposal review process; and

WHEREAS, the City and MV Transportation desires to extend the contract for six months from May 19, 2014 to November 18, 2014; and

WHEREAS, funds in the amount of \$600,000 will be available in the Public Works/Municipal Utilities 2013-2014 (\$255,843) and 2014-2015 (\$344,157) fiscal years budget.

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 execute an agreement to extend the contract with MV Transportation for six months to provide operation and maintenance of the Compton Renaissance Transit System and issue the appropriate purchase order (s).

SECTION 2. Funds in the amount of \$600,000 will be available in the Public Works/Municipal Utilities 2013-2014 (\$255,843) and 2014-2015 (\$344,157) fiscal years budget in the appropriate account numbers as follows:

FY 2013-2014

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2000-710-008-4269	Fixed Route Transit	\$ 80,843
1900-720-034-4269	Other Contract Services	\$125,000
1900-720-034-4269	Other Contract Services	<u>\$ 50,000</u>
		\$255,843

FY 2014-2015

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2000-710-008-4269	Fixed Route Transit	\$344,157
TOTAL		\$600,000

SECTION 3. That all other terms and conditions of the original agreement and any amendments between the City of Compton and MV Transportation remain in effect.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller, City Clerk, City Attorney and the 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 _____, 2014.

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 to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

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

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

CITY CLERK OF THE CITY OF COMPTON

**FOURTH AMENDMENT TO AGREEMENT
FOR FIXED ROUTE TRANSIT SERVICES
BETWEEN
CITY OF COMPTON
AND
MV TRANSPORTATION, INC.**

This **FOURTH AMENDMENT** to the **AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") and **MV TRANSPORTATION, INC.** (hereinafter referred to as "**TRANSIT CONTRACTOR**" OR "**CONTRACTOR**").

RECITALS

WHEREAS, pursuant to Resolution No. 22,728, adopted by the City Council on November 18, 2008, the City currently contracts with Transit Contractor to operate and maintain the City's Renaissance Transit System, which provides a vital public service to the residents of the City by providing transit services to allow better access to jobs, local retain establishments and schools in the City; and

WHEREAS, the current contract is scheduled to expire May 18, 2014, and the City and the Transit Contractor desire to amend the current agreement to extend the term for a period of six (6) months (i.e. May 19, 2014 through November 18, 2014); and

WHEREAS, by Resolution No. _____, adopted on the ____ day of June 2014, the City Council authorized the City Manager to amend the current contract with the Transit Contractor to extend the term for a period of six (6) months.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 3 – Term of Agreement** of the original Agreement to extend the term of the Agreement for a period of six (6) months, May 19, 2014 through November 18, 2014.
2. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Transit Contractor all remain in effect.

Fourth Amendment to Fixed Route Transit Services Agreement
MV Transportation, Inc.
[Resolution No. _____]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FOURTH AMENDMENT** to the above-identified **AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES**.

**MV TRANSPORTATION, INC.
TRANSIT CONTRACTOR**

By _____ Dated: _____
Brad Cornelson
Chief Financial Officer

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



John Strickland
City Of Compton
205 South Willow brook Blvd.
Compton, California 90220

Mr. Strickland,

This letter is to inform you that MV Transportations' current contract extension with the city of Compton has expired as of Sunday, May the 18th, 2014. It is MV Transportation's understanding that the process to obtain a resolution to City Council for an extension may take up to two weeks or more.

Until a resolution for an extension can be presented and approved by City Council, MV Transportation is willing to go to a month to month agreement at the current rate.

Please confirm receipt of this letter and acceptance of the terms describe above.

Sincerely,

Stephen Allan
General Manager
MV transportation
714-719-1749
Stephen.Allan@mvtransit.com

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT WITH MV TRANSPORTATION INC. FOR SIX MONTHS TO PROVIDE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

5/28/2014 2:31:06 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/29/2014 10:43:31 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/29/2014 8:36:42 AM
DATE

G. Harold Duffey
CITY MANAGER

5/28/2014 9:37:14 PM
DATE

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

June 17, 2014

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT**

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING SECTION 30-21.8(B) OF CHAPTER 30 (ZONING CODE)
OF THE COMPTON MUNICIPAL CODE TO REVISE REGULATIONS
FOR THE CONSTRUCTION OF RESIDENTIAL DRIVEWAYS ON LOTS
WITH LESS THAN FIFTY (50) FEET OF STREET FRONTAGE WIDTH**

SUMMARY:

The City Council will consider adopting an ordinance to amend Section 30-21.8(b) of the Compton Municipal Code (CMC) to revise regulations for the construction of residential driveways on lots less than fifty (50) of street frontage width.

BACKGROUND:

The City of Compton has several developed, non-conforming residential lots within its borders that do not meet the required Zoning Code¹ minimum frontage width of fifty (50) feet. Although legally developed under prior provisions of the Zoning Code, these residential lots do not conform to the current provisions of the City's Zoning Code which requires each lot or parcel of land in the Low-Density Residential Zone (R-L) to be at least fifty (50) feet in street frontage width to accommodate the construction of a home and a garage. Any pre-existing residential lot that does not meet the required current minimum street frontage width would be precluded from having a garage constructed on the property due to insufficient land space. As a result, the residential lot would not provide any off-street parking, such as a garage, carport, or driveway. The Planning and Economic Development Department proposes to amend CMC Section 30-21.8(b) in order to permit property owners of these developed, non-conforming residential lots to construct a driveway on their property in order to provide an off-street parking space on their property and to reduce the number of vehicles parked on the public street.

¹ See CMC 30-8.3(a) which states in pertinent part, "[e]ach lot or parcel of land shall have a minimum area of five thousand (5,000) square feet, a minimum street frontage width of fifty (50) feet and a minimum depth of one hundred (100) feet.

#5.

Staff Report re Ordinance Amendment to Revise Regulations
for Construction of Residential Driveways On Lots with Less
Than Fifty (50) Feet of Street Frontage Width
June 17, 2014

STATEMENT OF ISSUE:

Section 30-21.8 of the Compton Zoning Code regulates the construction of driveways and pursuant to subsection (b), residential driveways must lead directly to a garage, carport, or other approved parking facility. In accordance with this Section, a residential lot that lacks the requisite minimum street frontage width required (i.e. 50 feet) to construct a garage would also be precluded from constructing a driveway because Section 30-21.8(b) requires that residential driveways directly lead to a garage, carport, or approved parking facility. The presence of a driveway provides, at a minimum, at least one (1) viable off-street parking space for a vehicle, thus potentially reducing the number of vehicles parked on the public street.

The lack of off-street parking on residential lots presents a City-wide concern because the potential for public streets to become over-crowded with parked vehicles increases since the only available parking to residents and their guests is the public street. In residential areas that were developed prior to current zoning standards, the majority of residential lots (if not the entire block) may lack the requisite minimum street frontage to construct a garage, and consequently a driveway. This creates a major parking shortage problem because each property, due to its narrow width, likely has only sufficient frontage space for one vehicle parking space. In the probable event that a property owner and/or occupant have one or more vehicles to park, a severe parking shortage will likely be the result.

This proposed ordinance amendment will permit a driveway, subject to certain restrictions and conditions, to be constructed on residential lots that do not conform to the minimum street frontage width standard of the current Zoning Code without the need for a variance by the property owner. This proposed ordinance amendment is limited only to pre-existing residential lots that were developed prior to the adoption of the current Zoning Code provisions regulating minimum street frontage width.

FISCAL IMPACT:

There are no fiscal impacts to the General Fund from this proposed ordinance amendment. The proposed ordinance amends an existing section of the Compton Municipal Code and already has fees established for the construction of driveways.

Staff Report re Ordinance Amendment to Revise Regulations
for Construction of Residential Driveways On Lots with Less
Than Fifty (50) Feet of Street Frontage Width
June 17, 2014

RECOMMENDATION:

Staff recommends that the City Council adopt the attached proposed ordinance amendment.

**ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

Attachment: Proposed Ordinance Amendment

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING SECTION 30-21.8(B) OF CHAPTER 30 (ZONING CODE) OF
THE COMPTON MUNICIPAL CODE TO REVISE REGULATIONS FOR
THE CONSTRUCTION OF RESIDENTIAL DRIVEWAYS ON LOTS WITH
LESS THAN FIFTY (50) FEET OF STREET FRONTAGE WIDTH**

WHEREAS, the City of Compton is authorized by Article XI, Section 7 of the California Constitution to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City of Compton has several developed residential lots within its borders that do not provide any on-site parking; and

WHEREAS, these residential lots do not meet current zoning requirements for the minimum street frontage width of fifty (50) feet and lack sufficient land space for the construction of a garage; and

WHEREAS, the Compton Municipal (Zoning) Code presently has unduly restrictive regulations that prohibit the construction of a driveway on these non-conforming residential lots that do not have a garage or carport on-site; and

WHEREAS, if the Zoning Code is not amended to permit the construction of driveways that do not lead to a garage or carport, residential streets will be adversely impacted with increased vehicles parked on City streets; and

WHEREAS, the City Council of the City of Compton has determined that the public health, safety and welfare of the residents of the City will be promoted and the environmental setting of the City will be maintained and improved through the allowance of driveways on non-conforming residential lots within the City.

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

Section 1. That Section 30-21.8(b) - "*Limit on Residential Driveways*" of Chapter 30 of the Compton Municipal Code is hereby amended to read as follows:

Section 30-21.8 Driveways.

b. *Limit on Residential Driveways.* For all residential uses, the driveway must lead directly to a garage, carport, or other approved parking facility, except as provided below. The number of permitted driveways shall be one (1), eighteen (18) foot wide driveway per street frontage, not to exceed a total of two (2) driveways. Circular driveways require one hundred (100) feet of street frontage.

1. *Exception: Pre-existing, developed residential lots with less than fifty (50) feet of street frontage width.* Residential lots with than fifty (50) feet of street frontage width that cannot otherwise construct a garage and driveway onsite may be permitted to construct one (1) driveway that does not directly lead to a garage or carport subject to the following requirements:

(a) The driveway shall be ten (10) feet in width and shall have a minimum depth of twenty (20) feet, exclusive of any safety barrier or other City-approved instrument constructed.

(b) The residential lot shall have been previously improved or developed with a habitable dwelling unit.

- (c) A City-approved safety barrier must be constructed between the dwelling and the driveway. The safety barrier shall be equivalent to a wheel stop or masonry landscaped planter.
- (d) The pavement area of the driveway (i.e. parking area) shall be constructed with concrete. The driveway aprons and any other areas within the public right-of-way (i.e. sidewalk) shall be paved in accordance with City standards.
- (e) The property owner must obtain all required City permits prior to construction of any driveway.
- (f) No vehicle shall be permitted to park on the driveway in such a manner as to extend any part of the vehicle into the public street, public right-of-way (i.e. sidewalk), or other block pedestrian or vehicle traffic.

Section 2. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase 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 an reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases 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, Planning and Economic Development Department, Building and Safety Department, Public Works/Municipal Utilities and the Los Angeles County Sheriff's Department - Compton Station.

Section 4. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

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 _____, 2014.

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, do 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 _____, 2014.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Planning

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 30-21.8(B) OF CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE TO REVISE REGULATIONS FOR THE CONSTRUCTION OF RESIDENTIAL DRIVEWAYS ON LOTS WITH LESS THAN FIFTY (50) FEET OF STREET FRONTAGE WIDTH (First Reading)

Robert Delgadillo
DEPARTMENT MANAGER’S SIGNATURE

6/2/2014 5:07:41 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

6/2/2014 5:05:34 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

6/4/2014 9:37:44 AM
DATE

Johnny Ford
CITY MANAGER

6/4/2014 9:34:33 AM
DATE

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

June 17, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES**

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 31-1.11 OF CHAPTER 31 (RUNOFF POLLUTION CONTROL) OF THE COMPTON MUNICIPAL CODE – REQUIRING LOW IMPACT DEVELOPMENT CONTROLS AND ESTABLISHING A “GREEN STREET” POLICY IN COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT (“MS4”) FOR LOS ANGELES COUNTY

SUMMARY

Adoption of this ordinance affirms the City of Compton’s commitment to the implementation of Low Impact Development controls and a “Green Street” policy in accordance with the Los Angeles County’s Municipal Stormwater Permit.

BACKGROUND

On November 8, 2012, the Los Angeles Regional Water Quality Control Board (“Regional Board”) adopted Order No. R4-2012-0175, NPDES Permit No. CAS 004001, the Municipal Separate Storm Sewer System Permit (“MS4”) for Los Angeles County. The MS4 permit requires, among other things, that municipalities in Los Angeles County adopt a Low Impact Development (“LID”) ordinance and a “Green Street” policy.

Among other things, the MS4 Permit requires the City of Compton (“City”) and other subject MS4 permittees to:

- (1) adopt an ordinance establishing legal authority to require LID controls applicable to certain development projects as a means of reducing pollutant discharges to receiving waters into which the City discharges (viz., the Los Angeles River); and
- (2) establish a “Green Street” policy to reduce stormwater runoff discharges from municipal streets to receiving waters.

STATEMENT OF THE ISSUE

Low Impact Development (LID) Ordinance

LID basically involves infiltration controls as shown below, to reduce pollution from completed development projects, including but not limited to restaurants, automotive repair facilities, industrial and commercial facilities and parking areas of 5,000 square feet or more of surface area.

**Staff Report – Ordinance Amend CMC 31-1.11
Requiring Low Impact Development Controls
And Establishing Green Street Policy
June 17, 2014, page 2**

While the City already possesses adequate legal authority to compel compliance with LID for project categories as specified in the previous MS4 permit and has been requiring LID for several years, according to Regional Board staff, the City must demonstrate that it has adopted an updated LID ordinance by June 28, 2014. The proposed ordinance is intended to demonstrate that the City has the legal authority that can compel compliance with LID requirements prescribed by the City.



The City supports LID, not only because of its positive impact on stormwater quality and the receiving waters into which it discharges, but also because it facilitates watershed conservation and aesthetically enhances the community. The City shall continue to use LID guidance documents developed by the County of Los Angeles, the California Association of Stormwater Quality Agencies, and USEPA to facilitate the preparation of an updated list of acceptable LID control techniques and strategies that are to be prescribed by the City and applied to subject projects, at its discretion, will be in place by June 28, 2014, taking into consideration such factors including but not limited to soil conditions, previous project use, control performance, aesthetics, and cost. Impacted City planning and engineering staff will be trained to identify appropriate LID controls for certain project categories.

Green Street Policy

The MS4 permit also requires a “Green Street” policy. This policy is more of an LID-related requirement in that it requires infiltration of street runoff that would otherwise enter receiving waters. Any public or private street in excess of 10,000 square feet must infiltrate runoff from newly created surfaces. There are several LID techniques that can be employed to accomplish this, such as “bottom-less” catch basins and gutter strips made of porous concrete.

The ordinance proposes to establish a “Green Street” policy in accordance with USEPA and other applicable guidelines through:

- (1) its current Development Planning/SUSMP program and subsequent land use development program (which is intended to replace the former when

the City obtains approval from the Regional Board for its watershed management program), that will require infiltration controls for private developments calling for the construction of new streets 10,000 square feet or more; and

- (2) its public agency program for public street projects that exceed this threshold.

“Green Street” LID techniques shall be incorporated into the City’s development planning program and triggered by residential, commercial, or industrial developments that include streets 10,000 square feet or more. “Green Street” LID techniques shall also apply to the construction of any new public street or roadway, as a capital improvement project, triggered by the 10,000 square foot threshold and a capital cost exceeding \$500,000.

The City’s selection of LID techniques shall generally include but not be limited to bio-swales, bio-retention curb extensions and sidewalk planters, and permeable unit pavers -- the selection of which shall depend on project location, soil conditions, average daily traffic, and cost. Green controls for streets and roadways shall be designed to infiltrate, or treat if infiltration is infeasible, the volume of runoff resulting from 85th percentile 24-hour storm event, to the maximum extent practicable. Public streets will be covered under the Public Agency component while the Development Planning/Standard Urban Stormwater Management Program (“SUSMP”) will address private streets associated with new developments.

Impacted City staff shall be trained in “Green Street” LID techniques by June 30, 2014 and shall have available to it, by this time, guidance materials based on USEPA’s Managing Wet Weather with Green Structure, Municipal Handbook, Green Streets.

FISCAL IMPACT

There is no immediate fiscal impact on the City. Nevertheless, establishing the legal authority for compelling compliance with new low impact development standards for certain development/redevelopment projects and establishing a “Green Street” Policy are requirements mandated under the current Los Angeles County MS4 permit.

ALTERNATIVES

There are no other alternatives at this time. Failing to comply with such requirements would expose the City to enforcement action from the Regional Board that could incur fines of \$10,000 per day or more for each day of non-compliance. It could also subject the City to third party litigation from non-governmental agencies.

#6.

Staff Report – Ordinance Amend CMC 31-1.11
Requiring Low Impact Development Controls
And Establishing Green Street Policy
June 17, 2014, page 4

RECOMMENDATION

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

**GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 31-1.11 OF CHAPTER 31 (RUNOFF POLLUTION CONTROL) OF THE COMPTON MUNICIPAL CODE – REQUIRING LOW IMPACT DEVELOPMENT CONTROLS AND ESTABLISHING A “GREEN STREET” POLICY IN COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT (“MS4”) FOR LOS ANGELES COUNTY.**

WHEREAS, on November 8, 2012, the California Regional Water Quality Control Board, Los Angeles Region (hereinafter “Regional Board”) adopted Order No. R4-2012-0175, NPDES Permit No. CAS 004001, the Municipal Separate Storm Sewer Permit for Los Angeles County (hereinafter “MS4 Permit”); and

WHEREAS, among other things, the MS4 Permit requires the City of Compton (hereinafter “City”) and other subject MS4 permittees to:

(1) adopt an ordinance establishing legal authority to require low impact development (hereinafter “LID”) controls applicable to certain development projects as a means of reducing pollutant discharges to receiving waters into which the City discharges (viz., the Los Angeles River); and

(2) establish a “Green Street” policy to reduce stormwater runoff discharges from municipal streets to receiving waters.

WHEREAS, the City has been requiring LID controls since 2006, which emphasize infiltration to treat runoff from completed development projects, under the Development Planning/Standard Urban Stormwater Management Program (hereinafter “SUSMP”), a requirement under the previous MS4 permit that is still in effect, however, according to Regional Board staff, the City must demonstrate that it has adopted an updated LID ordinance by June 28, 2014; and

WHEREAS, the City supports LID not only because of its positive impact on stormwater quality and the receiving waters into which it discharges, but also because it facilitates watershed conservation and aesthetically enhances the community; and

WHEREAS, the City shall continue to use LID guidance documents developed by the County of Los Angeles, the California Association of Stormwater Quality Agencies, and USEPA to facilitate the preparation of an updated list of acceptable LID control techniques and strategies that are to be prescribed by the City and applied to subject projects at its discretion will be in place by June 28, 2014, taking into consideration such factors including but not limited to soil conditions, previous project use, control performance, aesthetics, and cost; and

WHEREAS, impacted City planning and engineering staff will be trained to identify appropriate LID controls for certain project categories; and

WHEREAS, by this Ordinance, the City intends to implement a “Green Street” program in accordance with USEPA and other applicable guidelines through:

(1) its current Development Planning/SUSMP program and subsequent land use development program (which is intended to replace the former when the City obtains approval from the Regional Board for its watershed management program), that will require infiltration controls for private developments calling for the construction of new streets 10,000 square feet or more; and

(2) its public agency program for public street projects that exceed this threshold.

WHEREAS, “Green Street” LID techniques shall be incorporated into the City’s development planning program and triggered by residential, commercial, or industrial developments that include streets 10,000 square feet or more; and

WHEREAS, “Green Street” LID techniques shall also apply to the construction of any new public street or roadway, as a capital improvement project, triggered by the 10,000 square foot threshold and a capital cost exceeding \$500,000; and

WHEREAS, the City’s selection of LID techniques shall generally include but not be limited to bio-swales, bio-retention curb extensions and sidewalk planters, and permeable unit pavers -- the selection of which shall depend on project location, soil conditions, average daily traffic, and cost; and

WHEREAS, impacted City staff shall be trained in “Green Street” LID techniques by June 30, 2014 and shall have available to it, by this time, guidance materials based on USEPA’s Managing Wet Weather with Green Structure, Municipal Handbook, Green Streets; and

WHEREAS, green controls for streets and roadways shall be designed to infiltrate, or treat if infiltration is infeasible, the volume of runoff resulting from 85th percentile 24-hour storm event, to the maximum extent practicable.

WHEREAS, in accordance with the Los Angeles County Municipal Stormwater Permit, Section 31-1.11 of the Compton Municipal Code must be updated and amended.

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

Section 1. That Section 31-1.11 (Control of Pollutants from New Development) of Chapter XXXI of the Compton Municipal Code is hereby amended in its entirety to read as follows:

31-1.11 Planning and Land Use Development and Standard Urban Stormwater Mitigation Plan.

a. Standard Urban Stormwater Mitigation. Subject new development and redevelopment projects are required to comply with SUSMP conditions assigned by the City that shall consist of: (1) low impact development (“LID”) structural and non-structural best management practices (“BMPs”); (2) source control BMPs; and (3) structural and non-structural BMPs for specific types of uses. LID controls effectively reduce the amount of impervious area of a completed project site and promote the use of infiltration and other controls that reduce runoff. Source control BMPs prevent runoff contact with pollutant materials that would otherwise be discharged to the MS4. Specific controls are also required to address pollutant discharges from certain uses including but not limited to housing developments, retail gasoline outlets, automotive-related facilities, restaurants, and industrial and commercial facilities where pollutant materials are disposed, stored, or handled.

b. Standard Urban Stormwater Mitigation Plan Review and Approval. An applicant subject to new development or redevelopment requirements shall submit a SUSMP for City review and approval, which shall be incorporated into the applicant’s project plans.

c. California Environmental Quality Act (“CEQA”). Any project subject to CEQA review, but is not specified in a redevelopment or development project category may be required to comply with any of the SUSMP requirements at the City’s discretion.

d. Stormwater Management/Watershed Management Program. The City’s Stormwater Management Program (“SWMP”) plan or watershed management program (“WMP”) plan, whichever is in effect at the time of review, shall contain specific conditions and procedures for meeting Planning Land Development and SUSMP requirements. The program plans shall contain guidance documents to facilitate compliance including but not limited to an updated SUSMP guidance manual, a LID impact design manual, and USEPA’s Green Street guidance manual.

Ordinance No. _____

Page 3

e. Certificate of Occupancy. As a condition for issuing a Certificate of Occupancy for new development or redevelopment project identified in subsection (a) of this Section, the authorized enforcement officer shall require facility operators and/or owners to build all the storm water pollution control Best Management Practices and structural or treatment control BMPs that are shown on the approved project plans and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the SUSMP and other applicable regulatory requirements.

f. Transfer of Properties.

(i) The transfer or lease of a property subject to a requirement for maintenance of structural and treatment control BMPs shall include conditions requiring the transferee and its successors and assigns to either (a) assume responsibility for maintenance of any existing structural or treatment control BMP, or (b) to replace existing structural or treatment control BMPs with new control measures or BMPs meeting the then current standards of the City and the SUSMP. Such requirement shall be included in any sale or lease agreement or deed for such property. The condition of transfer shall include a provision that the successor property owner or lessee conduct maintenance inspections of all structural or treatment control BMPs at least once a year and retain proof of inspection.

(ii) For residential properties where the structural or treatment control BMPs are located within a common area which will be maintained by a homeowner's association, language regarding the responsibility for maintenance shall be included in the project's conditions, covenants and restrictions (CC&Rs). Printed educational material will be required to accompany the first deed transfer to highlight the existence of the requirement and to provide information on what storm water management facilities are present, signs that maintenance is needed, and how the necessary maintenance can be performed. The transfer of this information shall also be required with any subsequent sale of the property.

(iii) If structural or treatment control BMPs are located within an area proposed for dedication to a public agency, they will be the responsibility of the developer until the dedication is accepted.

Section 2. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase 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 any reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases 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, Public Works and Municipal Utilities Department.

Section 4. That this Ordinance shall take effect thirty (30) days from after adoption by the City Council.

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the 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 _____, 2014.

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

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

CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 31-1.11 OF CHAPTER 31 (RUNOFF POLLUTION CONTROL) OF THE COMPTON MUNICIPAL CODE - REQUIRING LOW IMPACT DEVELOPMENT CONTROLS AND ESTABLISHING A "GREEN STREET" POLICY IN COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ("MS4") FOR LOS ANGELES COUNTY (First Reading)

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

6/9/2014 6:54:32 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

6/9/2014 10:23:51 AM
DATE

Johnny Ford
CITY MANAGER

6/5/2014 11:16:37 AM
DATE

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

June 17, 2014

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: GEORGE PENN, DIRECTOR
PARKS & RECREATION DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO
GOLTSMAN (MIG), INC. FOR LANDSCAPE ARCHITECTURAL DESIGN
SERVICES FOR THE COMPTON PARK IMPROVEMENT PLAN**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a contract with Moore Iacofano Goltsman (MIG), Inc. to provide landscape architectural design services for six (6) of the ten (10) sites slated for improvement pursuant to the 2014 Compton Park Improvement Plan.

BACKGROUND

On April 15, 2014, the City Council adopted Resolution No. 22,891, which amended the Parks & Recreation Fiscal Year 2013/2014 budget to finance the Compton Parks Improvement Plan. The plan consisted of the design and construction of six (6) parks (Alondra Regional, Lueders, Martin Luther King/Cesar Chavez Monument, Olympic, Sibrie, and South Park) as well as providing site amenities to four others (Burrell Mac Donald, Gonzales, Kelly, and Wilson Park). The improvement of these projects will serve to increase community pride, enhance the quality of life for all City of Compton residents as well as improve the ability to provide quality recreation programs.

The funds for most of these projects were several years old and the funding ability was resurrected through direction initiated by the City Manager in the past year. Funding sources include: \$400,000 in Community Development Block Grant Funds (CDBG), \$1,200,250 in Lease Revenue Bonds, \$300,000 in Los Angeles County Open Park Space Grant, \$200,000 in Sibrie Park Restoration Funds, and \$2,735,539 in Alondra Regional Park Funds. Several of these funds have expenditure deadlines that can result in several park improvement projects not being completed if the funds are de-obligated.

STATEMENT OF ISSUE

The 2014 Parks Improvement Plan is a \$4,836,189 project to renovate and enhance a total of ten parks. The First Phase which includes the procurement of site amenities at Burrell Mac Donald, Wilson, Kelly, and Gonzales Park has already begun. The second phase which includes creating the design concepts and construction drawing are

#7.

**Staff Report – Resolution Authorizing Agreement
Moore Iacofano Goltsman, Inc. for Landscape
Architectural Design Services for Park Improvement Plan
June 17, 2014, page 2**

needed in order to release the Request For Proposal (RFP). Staff solicited bids from five (5) landscape architectural design companies of which only Moore Iacofano Goltsman submitted (Exhibit A). The following information represents the companies that were contacted and the bid of Moore Iacofano & Goltsman.

<u>Vendor</u>	<u>Bid Amount</u>
1. Moore Iacofano Goltsman (MIG), Inc.	\$199, 630
2. EPT Design	None submitted
3. Land Concern	None submitted
4. MJS Design Group	None submitted
5. CA Development Group	None submitted

Moore Iacofano & Goltsman Background

Founded in 1981, Moore Iacofano Goltsman (MIG), Inc. is a multi-disciplinary firm that specializes in community design, landscape architecture, and maintenance management services (Exhibit B). MIG offers a full range of services from concept through construction administration for a variety of environments, including parks, recreation facilities, schools, sports fields, open space, trails, streetscapes and other public facilities. Moore Iacofano Goltsman (MIG), Inc. has previously been contracted to work with the City and has managed the design and construction of the Greenleaf Parkway Project, Alondra Regional Park Community Outreach and Master Plan, Willowbrook Railroad Right of Way, and Compton Creek Nature Park at Washington Elementary for MRCA.

Once the design phase is complete, the design and construction documents will be used to solicit bids through the Request for Proposal (RFP) process.

ALTERNATIVE

The City can choose not to accept the bid of Moore Iacofano Goltsman (MIG), Inc. to provide landscape architecture services for the Park Improvement Plan. As a result, the bidding process will have to be re-initiated adding further delays to complete the park projects listed.

FISCAL IMPACT

The cost for the contract service is \$199,630.00. To cover cost for the contractual service, the Parks & Recreation Department has identified the following funding sources:

Staff Report – Resolution Authorizing Agreement
 Moore Iacofano Goltsman, Inc. for Landscape
 Architectural Design Services for Park Improvement Plan
 June 17, 2014, page 2

Account Number	Description	Amount
1069-840-000-4262	(Alondra) Other Professional Services	\$15,365.00
1663-840-001-4332	(Lueders) LA County Regional Park	\$36,795.00
3030-840-000-4334	Lease Revenue Bonds-Capital Outlay	\$64,175.00
2679-840-001-4262	Other Professional Services	\$83,295.00
Total		\$199,630.00

RECOMMENDATION

Staff recommends City Council accept the bid and authorize the City Manager to enter into a contract with Moore Iacofano Goltsman (MIG), Inc. to provide landscape architectural design services for the Compton Park Improvement Plan.

**GEORGE PENN, DIRECTOR
 PARKS AND RECREATION 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 ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO
GOLTSMAN (MIG), INC. FOR LANDSCAPE ARCHITECTURAL DESIGN
SERVICES FOR THE COMPTON PARK IMPROVEMENT PLAN**

WHEREAS, on April 15, 2014, the City Council adopted Resolution No. 22,891, which amended the Parks and Recreation Fiscal Year 2013/2014 budget to finance the Compton Parks Improvement Plan; and

WHEREAS, the plan consisted of the design and construction of five parks as well as providing site amenities to four others; and

WHEREAS, the improvement of these projects will serve to increase community pride, enhance the quality of life for all City of Compton residents as well as improve the ability to provide quality recreation programs; and

WHEREAS, in May 2014, the Parks & Recreation Department staff solicited bids from five (5) qualified landscape architectural design companies to provide conceptual and construction designs for the Compton Park Improvement Plan; and

WHEREAS, on May 19, 2014, a total of one (1) proposal was received and the proposal submitted by Moore Iacofano Goltsman (MIG), Inc. was determined by staff to be the most qualified and experienced firm to perform the landscape architectural design services needed by the City; and

WHEREAS, Moore Iacofano Goltsman (MIG), Inc. is a multi-disciplinary firm that specializes in community design, landscape architecture, and maintenance management services; and

WHEREAS, Moore Iacofano Goltsman (MIG), Inc. has previously been contracted to work with the City of Compton and has managed the design and construction of the Greenleaf Parkway Project, Alondra Regional Park Community Outreach and Master Plan, Willowbrook Railroad Right of Way, and Compton Creek Nature Park at Washington Elementary for MRCA; and

WHEREAS, staff has commended the City Council accept the proposal/bid submitted by Moore Iacofano Goltsman (MIG), Inc. for the amount of \$199,630 for the provision of landscape architectural design services; and

WHEREAS, funds are available in the Parks & Recreation FY 2013-2014 budget.

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

SECTION 1. That the proposal/bid submitted by Moore Iacofano Goltsman (MIG), Inc. is hereby accepted and all other proposals/bids are rejected.

SECTION 2. That the City Manager, with the approval of the City Attorney, is hereby authorized to enter into a professional landscape architectural design services agreement with Moore Iacofano Goltsman (MIG), Inc. to create and provide design concepts and construction documents for the following locations: Alondra Regional, Lueders, Martin Luther King/Cesar Chavez Monument, Olympic, Sibrie and South Parks.

SECTION 3. That funds in the amount of \$199,630, for payment of services rendered, are available in the Parks & Recreation Department FY 2013-2014 budget in the following accounts:

Account Number	Amount
1069-840-000-4262	\$15,365.00
1663-840-001-4332	\$36,795.00
3030-840-000-4334	\$64,175.00
2679-840-001-4262	\$83,295.00
Total	\$199,630.00

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Attorney, Parks and Recreation and the City Clerk.

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

ADOPTED this _____ day of _____, 2014.

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 _____, 2014.

Resolution No. _____
Page 3

That said Resolution was adopted by the following vote:

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

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
MOORE IACOFANO GOLTSMAN, 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 **MOORE IACOFANO GOLTSMAN, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 109 West Union Avenue, Fullerton, California 92832.

RECITALS:

WHEREAS, the City's 2014 Parks Improvement Plan is a project to renovate and enhance a total of ten (10) City parks, the second phase of which consists of the design and construction of six (6) of the parks, to wit: Alondra Regional, Lueders, Martin Luther King/Cesar Chavez Monument, Olympic, Sibrie and South Parks; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced landscape architectural design firm to create and provide design concepts and construction drawings and documents; and

WHEREAS, by Resolution No. _____, adopted on the ____ of _____, 2014, the City Council authorized the City Manager to accept the proposals of the Consultant (Moore Iacofano Goltsman, 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 provide professional landscape architectural design services for the renovation and improvements to each of the following locations ("Sites"). Significant project deliverables shall include, but not be limited to the following tasks for each of the Sites:

South Park, located on East Caldwell Street, City of Compton. Preparation of a Conceptual Site Master Plan, Construction Documents, Bidding Assistance and Construction Administration:

§ Phase I – Site Review/Conceptual Site Design/Final Site Master Plan (fees - \$11,550)

- § Phase II – Design Development/Construction Documents (fees - \$26,550)
- § Phase III – Bidding/Construction Administration (fees - \$10,375)

As more fully described within Consultant's **"Proposal for Landscape Architectural Design Services for South Park, City of Compton,"** dated April 30, 2014, which is incorporated herein.

Sibrie Park, located on the southeast corner of El Segundo Boulevard and North Compton Avenue, City of Compton. Preparation of Construction Documents (drawing and specifications), Bidding Assistance and Construction Administration:

- § Phase I – Design Development/Construction Documents (fees - \$65,510)
- § Phase II – Bidding/Construction Administration (fees - \$17,785)

As more fully described within Consultant's **"Proposal for Landscape Architectural Design Services for Sibrie Park, City of Compton,"** dated April 30, 2014, which is incorporated herein.

Lueders Park, located on the southeast corner of East Rosecrans Avenue and North Bullis Road, City of Compton. Preparation of a Conceptual Site Master Plan, Construction Documents, Bidding Assistance and Construction Administration:

- § Phase I – Site Review/Conceptual Site Design/Final Site Master Plan (fees - \$13,215)
- § Phase II – Design Development/Construction Documents (fees - \$16,760)
- § Phase III – Bidding/Construction Administration (fees - \$6,820)

As more fully described within Consultant's **"Proposal for Landscape Architectural Design Services for Lueders Park, City of Compton,"** dated April 30, 2014, which is incorporated herein.

Olympic Park, located along the western side of South Alameda Street, north of East Artesia Boulevard, City of Compton. Preparation of a Conceptual Site Plan with a Plant Palette and all site amenities, Landscape Planting Plan and Irrigation Notes for renovation of the irrigation system:

- § Phase I – Site Review/Conceptual Site Design (Option One)
- § Phase II – Bidding/Construction Administration (fees - \$5,000 total for both phases)

As more fully described within Consultant's **"Proposal for Landscape Architectural Design Services for Olympic Park, City of Compton,"** dated April 30, 2014, which is incorporated herein.

Martin Luther King Jr./Cesar Chavez Monument, located on the northeast corner of East Compton Avenue and the eastern roadway of North Willowbrook Avenue, City of Compton. Preparation of a Conceptual Site Master Plan, Construction Documents, Bidding Assistance and Construction Administration:

- § Phase I – Site Review/Conceptual Site Design (fees - \$3,600)
- § Phase II – Construction Documents (fees - \$5,000)
- § Phase III – Bidding/Construction Administration (fees - \$2,100)

As more fully described within Consultant's **"Proposal for Landscape Architectural Design Services for the MLK/Cesar Chavez Monument, City of Compton,"** dated April 30, 2014, which is incorporated herein.

Compton Regional Park, located on Alondra Boulevard, south of 154th Street, City of Compton:

- § Phase I – Project Management – Data Review (fees - \$3,140)
- § Phase II – Project Initiation Meeting (fees - \$1,960)
- § Phase III – Updating Conceptual Site Master Plan/Staff Presentation (fees - \$4,420)
- § Phase IV – Community Meeting/Presentation (fees - \$4,845)
- § Reproduction (fees - \$1,000)

As more fully described within Consultant's **"Proposal for Landscape Architectural Design Services for the Compton Alondra Regional Park for the City of Compton,"** dated April 14, 2014, which is incorporated herein.

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.

Jim Pickel, ASLA, Principal of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence upon Notification to Proceed from the City to Consultant, who shall proceed in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties anticipate that Consultant's services shall be completed by or before May 31, 2015.

3. Compensation. The method of payment for the services will be based on a time and material basis, billable at the costs identified above with Section 1 and within each of Consultant's "**Professional Fees**" statement within each of Consultant's "**Proposals**", which are incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for all services to be provided by the Consultant pursuant to this Agreement shall be limited to a not-to-exceed amount of **One Hundred Ninety Nine Thousand Six Hundred Thirty Dollars (\$199,630.00)**.

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.

Consultant will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by 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.

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 otherwise agreed in writing by the City, 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 the Parks and Recreation Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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, 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. Consultant agrees that all product produced and other work product created or assembled by it by Consultant or its agents, employees, and

subcontractors in the course of performing the services (“Work Product”) hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the 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 the 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 the 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 this project.

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 or extensions thereto, 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 below-indicated 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 the 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 its 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. 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.

16. 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 the City and all work in progress to the 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 fifteen (15) 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.

17. 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.

18. 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.

19. 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.

Jim Pickel, ASLA, Principal

Date

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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:

**Moore Iacofano Goltsman, Inc.
 109 West Union Avenue
 Fullerton, California 92832
 Attn: Jim Pickel, ASLA, Principal
 (714) 871-3638
 www.migcom.com**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Parks and Recreation
Department
(310) 605-6330
(310) 605-1480 – fax.**

With copy to:

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

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

29. 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.

**MOORE IACOFANO GOLTSMAN, INC.
CONSULTANT**

Dated: _____

By _____
Jim Pickel, ASLA, Principal

**CITY OF COMPTON
Recommended for Approval:**

Dated: _____

By _____
**George Penn, Director
Parks and Recreation Department**

Approved By:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Recreation

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN (MIG), INC. FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR THE COMPTON PARK IMPROVEMENT PLAN

George Penn
DEPARTMENT MANAGER’S SIGNATURE

6/4/2014 11:04:30 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

6/10/2014 6:34:53 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

6/10/2014 3:45:50 PM
DATE

Johnny Ford
CITY MANAGER

6/4/2014 11:46:05 AM
DATE

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

June 17, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: DELMONSHA GREEN, (INTERIM) DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO SIGN
THE PHA PLAN CERTIFICATIONS AND APPROVE THE
SUBMISSION OF THE PUBLIC HOUSING AUTHORITY FIVE
YEAR AND ANNUAL PLAN (2014-2019) AND RESCINDING
RESOLUTION NO. 23,924**

SUMMARY

Staff recommends that the City Council authorize the City Manager to sign the PHA Plan Certifications; and adopt a resolution approving submission of the Annual 2014-2015 and Five Year 2014-2019 Public Housing Agency (PHA) Plan.

BACKGROUND

As required by Section 511 of the Quality Housing and Work Responsibility Act of 1988, staff has prepared the Five-Year Public Housing Agency (PHA) Plan for 2014-2019 and the Annual Plan for Fiscal Year 2014-2015 for submittal to the Department of Housing and Urban Development (HUD).

The PHA Plans advise HUD, Section 8 participants and other members of the public about the PHA's mission, goals and objectives, policies, programs, operations for serving the needs of low-income and very low-income families, and the PHA's strategies for addressing those needs. The Five-Year Plan describes the PHA's long range goals and objectives for achieving the mission over the subsequent five years. The Annual PHA Plan provides details about the PHA's immediate operations, programs and services and notifies HUD of changes made that was not included in the Five Year Plan. The Annual Plan informs HUD, residents and the public of the PHA's mission for serving the needs of low income and very low-income families and the PHA strategy for addressing those needs.

On April 1, 2014, the City held a public hearing to receive comments regarding the Public Housing Authority Plan. Comments were received but the 45 day notice HUD requirement was not met. Staff has rescheduled the public hearing and provided the attached resolution for adoption with the PHA Plan in compliance with federal requirements.

STATEMENT OF THE ISSUE

It is recommended the City Council approve the Five Year and Annual PHA Plan as presented, authorize the City Manager to sign the PHA Certification of Compliance with PHA Plans and Related Regulations (HUD-5077) and instruct staff to submit the Five Year PHA Plan 2014-2019 and PHA Annual Plan 2014-2015 to HUD for approval.

ANALYSIS

Federal regulations require that a Resident Advisory Board (RAB) participate in the planning process and assist and make recommendations regarding the PHA Plan. The RAB met on March 20, 2014. PHA's are required to consider the RAB's recommendations to the Plan, but are not required to agree with them. The RAB was asked to submit recommendations and comments regarding the draft PHA Plan. The RAB reviewed the PHA Plan but there were no recommendations made by the RAB on the PHA Plan.

PHA's are required to conduct a Public Hearing. A Joint Public Hearing will be conducted at the June 17, 2014, UCDC meeting. HUD regulations require approval of the Plans by the UCDC. The draft Plan has been made available for review at the City's Clerk's Office and the Local Housing Authority. The City is required to consider written comments, as well as those comments made at the Public Hearing.

The PHA's goals and objectives are identified on page one of the PHA Plan. The Primary goal of the program is to assist as many households as possible with the funding provided.

ALTERNATIVE

Do not approve one or both of the PHA Plans and direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal impact on the General Fund of the adoption of the Housing Authority's PHA 5-Year and Annual Plan. The Housing Authority is funded exclusively with federal resources provided by HUD.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign the PHA Plan Certifications and adopt the resolution approving submission of the Public Housing Agency 5-Year and Annual Plan 2014-2019 to the U.S. Department of Housing and Urban Development.

**DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

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 SIGN THE PHA PLAN
CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE PUBLIC
HOUSING AUTHORITY FIVE YEAR AND ANNUAL PLAN (2014-2019)
AND RESCINDING RESOLUTION NO. 23,924**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires the development, adoption and implementation of a Public Housing Authority (PHA) Annual Plan; and

WHEREAS, as required by Section 511 of the Quality Housing and Work Responsibility Act of 1988, staff has prepared the Five-Year Public Housing Authority (PHA) Plan for 2014-2019 and the Annual Plan for Fiscal Year 2014-2015 for submittal to HUD; and

WHEREAS, Federal regulations require that a Resident Advisory Board (RAB) participate in the planning process and assist and make recommendations regarding the PHA Plan; and

WHEREAS, on March 20, 2014, the RAB met and reviewed the PHA Plans, but made no recommendations and comments; and

WHEREAS, the draft PHA Plans were made available for public review in the City Clerk's Office and at the offices of the Compton Local Housing Authority, and prior to action by the City Council, a public hearing (in joint session with the Urban Community Development Commission) was conducted on April 1, 2014, to receive and consider written and oral comments from the public on the PHA Plans.

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

Section 1. That Resolution No. 23,924 adopted on April 1, 2014 is hereby rescinded.

Section 2. That submission of the 2014-2019 Five-Year and the 2014-2015 Annual Public Housing Authority Plans is hereby approved and authorized.

Section 3. That the City Manager, with advise and approval of the City Attorney is hereby authorized to execute and deliver any and all documents in connection with the 2014-2019 5-Year and 2014-2015 Annual PHA Plans.

Section 4. That a certified copy of this Resolution shall be transmitted to the U.S. Department of Housing and Urban Development.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Compton Local Housing Authority and City Clerk.

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNCIL 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 Clerk at the regular meeting thereof on the ____ day of _____, 2014.

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

PHA 5-Year and Annual Plan		U.S. Department of Housing and Urban Development Office of Public and Indian Housing		OMB No. 2577- Expires 4/30/2011	
1.0	PHA Information PHA Name: <u>Housing Authority of the City of Compton</u> PHA Code: <u>CA071</u> PHA Type: ☐ Small ☒ High Performing ☐ Standard ☐ HCV (Section 8) PHA Fiscal Year Beginning: (07/01/14):				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: _____ Number of HCV units: <u>803</u>				
3.0	Submission Type ☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only				
4.0	PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: <i>The Compton Housing Authority's mission is to promote adequate and affordable housing, economic opportunity and ensure a suitable living environment free from discrimination to low and extremely low income families.</i>				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. Goal 1: Manage the existing housing programs in an efficient and effective manner - Maintain "High Performer" status under HUD's Section 8 Management Assessment Program (SEMAP); - Increase occupancy/utilization rate to 95% or better; - To expand the supply of assisted housing by applying for additional vouchers; - Assess and develop staff capacity; - Continue to build strong relationships with other city departments that provide services to the Housing Authority; - Continue to provide training that will enhance staff understanding of clients needs and enable staff to communicate more effectively; and - Continue to perform annual certification and inspection of 100% of Section 8 participants. Goal 2: Strengthen Compton Communities - Promote self-sufficiency; - Increase tenant skills and income; - Continue and create opportunities for customers of the Compton Housing Authority to improve their skills and job opportunities; and - Apply for additional Section 8 and other program vouchers when they become available. Goal 3: Promote Fair Housing and Equal Opportunity - Have staff attend Fair Housing training at least every other year; - Ensure accessible housing to persons with disabilities; and - Train staff to recognize fair housing issues with the community and ensure participants receives information. Goal 4: Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) - Comply with the Violence Against Women Act to support and assist victims of domestic violence, dating violence, sexual assault, or stalking; and - Protect certain victims as well as members of the victims' immediate families from losing their HUD assisted housing as a consequence of the abuse of which they were the victim.				

6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. Main administrative office of the PHA 600 North Alameda, Compton, CA 90221 Main administrative office of the local government Compton City Clerk's Office 205 South Willowbrook Avenue, Compton, CA 90220																																																																																			
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> The Housing Authority has two-participants in our Homeownership Program. There has been no change since our previous plan.																																																																																			
8.0	Capital Improvements. <i>Please complete Parts 8.1 through 8.3, as applicable.</i> N/A – Tenant based PHA only																																																																																			
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. <i>As part of the PHA 5-Year and Annual Plan, annually complete and submit the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</i> N/A – Tenant based PHA only																																																																																			
8.2	Capital Fund Program Five-Year Action Plan. <i>As part of the submission of the Annual Plan, PHAs must complete and submit the Capital Fund Program Five-Year Action Plan, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</i> N/A – Tenant based PHA only																																																																																			
8.3	Capital Fund Financing Program (CFFP). ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. N/A – Tenant based PHA only																																																																																			
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. <table border="1" data-bbox="256 1159 1559 1562"> <thead> <tr> <th colspan="8">Housing Needs of Families in the Jurisdiction by Family Type</th></tr> <tr> <th>Family Type</th><th>Overall</th><th>Affordability</th><th>Supply</th><th>Quality</th><th>Accessibility</th><th>Size</th><th>Location</th></tr> </thead> <tbody> <tr> <td>Income <= 30% of AMI</td><td>4,648</td><td>5</td><td>5</td><td>4</td><td>5</td><td>5</td><td>4</td></tr> <tr> <td>Income >30% but <=50% of AMI</td><td>3,651</td><td>5</td><td>5</td><td>4</td><td>5</td><td>3</td><td>2</td></tr> <tr> <td>Income >50% but <80% of AMI</td><td>4,637</td><td>5</td><td>5</td><td>5</td><td>4</td><td>3</td><td>2</td></tr> <tr> <td>Elderly</td><td>6,437</td><td>5</td><td>5</td><td>4</td><td>5</td><td>3</td><td>3</td></tr> <tr> <td>Families with Disabilities</td><td>19,701</td><td>5</td><td>5</td><td>4</td><td>5</td><td>3</td><td>3</td></tr> </tbody> </table> <table border="1" data-bbox="256 1566 1559 1873"> <thead> <tr> <th colspan="3">Population by Race and Ethnicity in Compton</th></tr> <tr> <th>Race/Ethnicity</th><th>#</th><th>%</th></tr> </thead> <tbody> <tr> <td>Latino, any race</td><td>63,179</td><td>65%</td></tr> <tr> <td>African American</td><td>31,356</td><td>33%</td></tr> <tr> <td>White</td><td>26,314</td><td>28%</td></tr> <tr> <td>Pacific Islander</td><td>1,133</td><td>1.2%</td></tr> <tr> <td>Asian</td><td>136</td><td>0.1%</td></tr> <tr> <td>American Indian</td><td>159</td><td>0.2%</td></tr> <tr> <td>Other</td><td>34,121</td><td>35.1%</td></tr> </tbody> </table>	Housing Needs of Families in the Jurisdiction by Family Type								Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location	Income <= 30% of AMI	4,648	5	5	4	5	5	4	Income >30% but <=50% of AMI	3,651	5	5	4	5	3	2	Income >50% but <80% of AMI	4,637	5	5	5	4	3	2	Elderly	6,437	5	5	4	5	3	3	Families with Disabilities	19,701	5	5	4	5	3	3	Population by Race and Ethnicity in Compton			Race/Ethnicity	#	%	Latino, any race	63,179	65%	African American	31,356	33%	White	26,314	28%	Pacific Islander	1,133	1.2%	Asian	136	0.1%	American Indian	159	0.2%	Other	34,121	35.1%
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The PHA plans to address housing needs:

- § **Educating rental property owners to reduce discriminatory resistance to participation in the Program;**
- § **Assuring that all units in the Program meet Housing Quality Standards (HQS) and are decent, safe, and sanitary;**
- and
- § **Identifying handicap accessible units for participation.**

9.1	Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. The Compton Local Housing Authority will employ the following strategies to address the housing needs of Compton families: • Address the housing needs within our jurisdiction(s) based on the level of federal funding received; • Increase the number of affordable housing units by applying for additional Section 8 units should they become available; and • The Housing Authority, in conjunction with the City, provide referrals and other related services for: domestic violence, dating violence, sexual assault, or stalking victims; persons with HIV/AIDS; homeless persons and those at risk of becoming homeless to emergency shelters, domestic violence shelters and transitional/homeless housing facilities within the city and other surrounding areas.
10.0	Additional Information. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. § Administered an efficient High Performing PHA; • Ensured all units under contract meet the Housing Quality Standards, uniform physical inspection, and municipal codes. • Comply with the Violence Against Women Act to support and assist victims of domestic violence, dating violence, sexual assault, or stalking; and • Train staff in Fair Housing. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" <u>Definitions</u> The PHA's definition of a "significant amendment" is an amendment that changes the meaning of the Mission Statement; or changes the planned goals or objectives of the PHA. The PHA's defines "substantial deviation/modification" as a fundamental change to the LHA's mission statement or a course of action that is inconsistent with the planned goals and objectives of the PHA. Significant Amendment or modification is characterized as follows: Changes to policies on Eligibility, Selection and Admissions, as well as significant changes to the calculations of Voucher Payment Standards would be considered to be a substantial modification to an existing Annual Plan and would require the preparation and submission as a substantially amended Annual Plan.
11.0	Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources,

gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.
2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the

requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: **applies to only public housing**).

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.
9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that **approved and/or pending** demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>
- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

- 8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

- 9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (**Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

- 9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (**Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

- 10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (**Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.**)
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (**Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.**)
- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (**Note: Standard and Troubled PHAs complete annually.**)

- 11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (**PHAs receiving CFP grants only**)
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (**PHAs receiving CFP grants only**)
- (d) Form SF-LLL, *Disclosure of Lobbying Activities* (**PHAs receiving CFP grants only**)
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (**PHAs receiving CFP grants only**)
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (**Must be attached electronically for PHAs receiving CFP grants only**). See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (**Must be attached electronically for PHAs receiving CFP grants only**). See instructions in 8.2.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

5 Year Plan for Fiscal Years 2014 - 2019

Annual Plan for Fiscal Year 2014

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

**PHA Plan
Agency Identification**

PHA Name: Local Housing Authority of the City of Compton **PHA Number:** CA071

PHA Fiscal Year Beginning: (07/2014)

PHA Programs Administered:

☐ **Public Housing and Section 8** ☒ **Section 8 Only** ☐ **Public Housing Only**

Number of public housing units: Number of S8 units: Number of public housing units:

Number of S8 units:

☐ **PHA Consortia: (check box if submitting a joint PHA Plan and complete table)**

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)

- ☒ Main administrative office of the PHA
☐ PHA development management offices
☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
Compton Housing Authority
600 North Alameda Street
Compton, CA 90221
- ☐ PHA development management offices
☒ PHA local offices
☒ Main administrative office of the local government

- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☐ Public library
- ☐ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
Compton Housing Authority
600 North Alameda Street
Compton, CA 90221

City of Compton Clerk's Office
205 South Willowbrook Avenue
Compton, CA 90220

- ☐ PHA development management offices
- ☐ Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2014 - 2019
 [24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- ☒ The mission of Compton Housing Authority is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination to low and extremely low income families.
- ☐ The PHA's mission is: (state mission here)

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- ☒ PHA Goal: Expand the supply of assisted housing and support the efforts to increase the inventory of affordable housing for families in need as identified in the City's Consolidate Plan.

Objectives:

- ☒ Apply for available funding for additional vouchers to increase additional affordable housing:
- ☐ Reduce public housing vacancies:
- ☐ Leverage private or other public funds to create additional housing opportunities:
- ☐ Acquire or build units or developments
- ☐ Other (list below)

- ☒ PHA Goal: Improve the quality of assisted housing

Objectives:

- ☐ Improve public housing management: (PHAS score)
- ☒ Continue to manage the Housing Authority's programs in a manner that results in continued recognition as a High Performer: (SEMAP score) 97
- ☒ Increase and maintain customer satisfaction indicating satisfactory to excellent service.

- ☐ Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
- ☐ Renovate or modernize public housing units:
- ☐ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices

Objectives:

- ☒ Continue to provide voucher mobility counseling to families wishing to relocate.
- ☒ Continue to conduct outreach efforts to potential voucher landlords
- ☐ Increase voucher payment standards
- ☐ Implement voucher homeownership program:
- ☐ Implement public housing or other homeownership programs:
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☐ Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment

Objectives:

- ☐ Implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments:
- ☐ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☐ Implement public housing security improvements:
- ☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☒ Other: (list below)

Continue to include building codes as part of Housing Quality Standards (HQS) requirements to ensure that units are in sound condition, and continue to utilize Rent Reasonableness to negotiate with landlords to make improvements when they request rental increases.

#8.

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- ☒ Increase the number and percentage of employed persons in assisted families:
 - § **Assist families with the preparation of obtaining employment and outlining their goals within their immediate family structure.**
- ☒ Provide or attract supportive services to improve assistance recipients' employability:
 - § **Coordinate with local educational institutions to provide training, language skills, and educational development to participants and their families so they obtain self-sufficiency.**
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 - § **Continue to work with service agencies and landlords to provide elderly and disabled participants with:**
 - **List of buildings that are accessible and/or have handicap improvements.**
 - **Service agencies that can be called upon to give assistance to an elderly or disabled participant who has a special need to which the Housing Authority cannot assist.**
- ☒ Other: (list below)
 - § **Continue to develop the program with coordinating agencies and educational institutions. Provide training, education, and support services to families to improve their employability. Increase the number of families participating in the Family Self-Sufficiency Program.**

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - § **Provide outreach to owners and organizations to explain the program;**
 - § **Include Fair Housing information in all tenants briefing packages; and**
 - § **Provide referrals to the Fair Housing Council of Long Beach and (HUD when applicable) when the Authority receives complaints of possible housing discrimination.**

- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- § **Work closely with the Fair Housing and HUD to include their information in participant briefings; and**
 - § **Continue to mediate problems that participants encounter. If participants experience any form of discrimination, refer them to the Fair Housing Council and when applicable to HUD.**
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- § **Work with service organizations that provide support services and assistance in making handicap modifications to units in order to enhance their livability for persons with disabilities; and**
 - § **Continue working with owners to make reasonable accommodations for people with disabilities.**
- ☐ Other: (list below)

Other PHA Goals and Objectives: (list below)

- § **Administer an efficient, high-performing agency through continuous improvements of the Housing Authority's support system and commitment to its employees and their development;**
- § **Maintain program integrity by ensuring that all federal regulations are observed.**
- § **Increase awareness of our programs in the local community and expand the level of family owner, and community support of the program;**
- § **Maintain a high level of standards and professionalism in the day-to-day management of our programs;**
- § **Provide decent, safe, and sanitary housing for low and very low-income families, while maintaining their rent payments at an affordable level;**
- § **Ensure that all units contracted under the Section 8 program meet the Housing Quality Standards, uniform physical inspection, and municipal building codes and that the families pay fair and reasonable rent;**
- § **Provide guidance in the administration of the Housing Authority's programs to ensure compliance with HUD requirements, including maintaining complete and well-organized records and facilitating HUD's monitoring and reviewing of the Housing Authority's operation;**
- § **Prevent and eliminate fraud and abuse in the Section 8 housing program by owners, tenants or tenant family; and**
- § **Comply with the Violence Against Women Act to support and assist victims of domestic violence, dating violence, sexual assault, or stalking.**

Annual PHA Plan
PHA Fiscal Year 2014
[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

- ☒ **Standard Plan**
- ☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- ☐ Admissions Policy for Deconcentration
- ☐ FY 2005 Capital Fund Program Annual Statement
- ☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- ☒ List of Resident Advisory Board Members
- ☒ List of Resident Board Member
- ☐ Community Service Description of Implementation
- ☐ Information on Pet Policy
- ☐ Section 8 Homeownership Capacity Statement, if applicable
- ☐ Description of Homeownership Programs, if applicable

Optional Attachments:

- ☐ PHA Management Organizational Chart
- ☐ FY 2005 Capital Fund Program 5 Year Action Plan
- ☐ Public Housing Drug Elimination Program (PHDEP) Plan
- ☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- ☒ Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public housing rent determination policies, including the methodology for setting public housing flat rents ☐ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Schedule of flat rents offered at each public housing development ☐ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	Administrative Plan	
	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
	Public housing grievance procedures ☐ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and	Annual Plan:

#8.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	the TANF agency	Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the “Overall” Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being “no impact” and 5 being “severe impact.” Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	4,648	5	5	4	5	5	4
Income >30% but <=50% of AMI	3,651	5	5	4	5	3	2
Income >50% but <80% of AMI	4,637	5	5	5	4	3	2
Elderly	6,437	5	5	4	5	3	3
Families with Disabilities	19,701	5	5	4	5	3	3

Population by Race and Ethnicity in Compton		
Race/Ethnicity	#	%
Latino, any race	63,179	65%
African American	31,356	33%
White	26,314	28%
Pacific Islander	1,133	1.2%
Asian	136	0.1%
American Indian	159	0.2%
Other	34,121	35.1%

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 2010-2014

#8.

- ☐ U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- ☐ American Housing Survey data
Indicate year:
- ☐ Other housing market study
Indicate year:
- ☐ Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant-Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
☒ Section 8 tenant-based assistance			
☐ Public Housing			
☐ Combined Section 8 and Public Housing			
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/sub-jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	1,515		
Extremely low income <=30% AMI	1,513	99.8%	
Very low income (>30% but <=50% AMI)	0		
Low income (>50% but <80% AMI)	2	0.13%	
Families with children	735	%	
Elderly families	117	12.95%	
Families with Disabilities	308	4.92%	
Race/ethnicity (Hispanic)		95.38%	
Race/ethnicity (African American)		4.55%	
Race/ethnicity (White)		0.7%	

Housing Needs of Families on the Waiting List			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1072	70.76%	
2 BR	349	23.04%	
3 BR	83	5.48%	
4 BR	11	0.73%	
5 BR			
5+ BR			
Is the waiting list closed (select one)? ☐ No ☒ Yes If yes: How long has it been closed (# of months)? 120 Does the PHA expect to reopen the list in the PHA Plan year? ☒ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☒ No ☐ Yes			

Needs Assessment

In a review of the PHA's jurisdiction and waiting lists, it is the PHA belief that affordability and supply are the factors that impact low, very low and extremely low income households.

According to the Consolidated Plan indicates that households with incomes below 30% of area median, elderly and households with disabilities are most at risk of becoming homeless.

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☐ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☐ Reduce turnover time for vacated public housing units

#8.

- ☐ Reduce time to renovate public housing units
- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- ☒ Apply for additional section 8 units should they become available
- ☐ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☐ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- ☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships
- ☐ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- ☒ Employ admissions preferences aimed at families who are working
- ☐ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- ☐ Seek designation of public housing for the elderly
- ☒ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☐ Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- ☐ Seek designation of public housing for families with disabilities
- ☐ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- ☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- ☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
- ☒ Other: (list below)

#8.

Continue to solicit speakers from other Housing Service Agencies, Legal Aid, Non-Profit and or Faith Based Organizations to speak to tenants on various topics.

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☐ Funding constraints
- ☐ Staffing constraints
- ☐ Limited availability of sites for assisted housing
- ☐ Extent to which particular housing needs are met by other organizations in the community
- ☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☒ Influence of the housing market on PHA programs
- ☒ Community priorities regarding housing assistance
- ☒ Results of consultation with local or state government
- ☐ Results of consultation with residents and the Resident Advisory Board
- ☐ Results of consultation with advocacy groups
- ☐ Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2010 grants)		
a) Public Housing Operating Fund		
b) Public Housing Capital Fund		
c) HOPE VI Revitalization		
d) HOPE VI Demolition		

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$ 7,006,894	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income		
4. Other income (list below)		
4. Non-federal sources (list below)		
Total resources	\$ 7,006,894	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

#8.

- a. When does the PHA verify eligibility for admission to public housing? (select all that apply)
- ☐ When families are within a certain number of being offered a unit: (state number)
- ☐ When families are within a certain time of being offered a unit: (state time)
- ☐ Other: (describe)
- b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?
- ☐ Criminal or Drug-related activity
- ☐ Rental history
- ☐ Housekeeping
- ☐ Other (describe)
- c. ☐ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- d. ☐ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- e. ☐ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

- a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
- ☐ Community-wide list
- ☐ Sub-jurisdictional lists
- ☐ Site-based waiting lists
- ☐ Other (describe)
- b. Where may interested persons apply for admission to public housing?
- ☐ PHA main administrative office
- ☐ PHA development site management office
- ☐ Other (list below)
- c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**
1. How many site-based waiting lists will the PHA operate in the coming year?
2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. ☐ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- ☐ PHA main administrative office
 - ☐ All PHA development management offices
 - ☐ Management offices at developments with site-based waiting lists
 - ☐ At the development to which they would like to apply
 - ☐ Other (list below)

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
- ☐ One
 - ☐ Two
 - ☐ Three or More
- b. ☐ Yes ☐ No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

- a. Income targeting:
- ☐ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:
- In what circumstances will transfers take precedence over new admissions? (List below)
- ☐ Emergencies
 - ☐ Overhoused
 - ☐ Underhoused
 - ☐ Medical justification
 - ☐ Administrative reasons determined by the PHA (e.g., to permit modernization work)
 - ☐ Resident choice: (state circumstances below)
 - ☐ Other: (list below)
- c. Preferences

#8.

1. ☐ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans’ families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans’ families

- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- ☐ The PHA applies preferences within income tiers
- ☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- ☐ The PHA-resident lease
- ☐ The PHA's Admissions and (Continued) Occupancy policy
- ☐ PHA briefing seminars or written materials
- ☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- ☐ At an annual reexamination and lease renewal
- ☐ Any time family composition changes
- ☐ At family request for revision
- ☐ Other (list)

(6) Deconcentration and Income Mixing

a. ☐ Yes ☐ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☐ Yes ☐ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- ☐ Adoption of site-based waiting lists
- If selected, list targeted developments below:

#8.

- ☐ Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- ☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:
- ☐ Other (list policies and developments targeted below)
- d. ☐ Yes ☐ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?
- e. If the answer to d was yes, how would you describe these changes? (select all that apply)
- ☐ Additional affirmative marketing
- ☐ Actions to improve the marketability of certain developments
- ☐ Adoption or adjustment of ceiling rents for certain developments
- ☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- ☐ Other (list below)
- f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)
- ☐ Not applicable: results of analysis did not indicate a need for such efforts
- ☐ List (any applicable) developments below:
- g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)
- ☐ Not applicable: results of analysis did not indicate a need for such efforts
- ☐ List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)

- ☒ Criminal or drug-related activity only to the extent required by law or regulation
- ☐ Criminal and drug-related activity, more extensively than required by law or regulation
- ☐ More general screening than criminal and drug-related activity (list factors below)
- ☒ Other (list below)

The PHA requires all applicants to provide a criminal background check during the initial eligibility interview.

The family must not have violated any family obligation during a previous participation on the Section 8 program.

The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before this PHA will allow participation in its Section 8 program.

- b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- ☐ Criminal or drug-related activity
- ☒ Other (describe below)
- **Tenancy records**
 - **Previous landlords**
 - **Any rental history that may have resulted in an eviction or claim if the information is documented in the participant file.**

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- ☒ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project-based certificate program
- ☐ Other federal or local program (list below)

#8.

- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- ☒ PHA main administrative office
☐ Other (list below)

(3) Search Time

- a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

- § **Extenuating circumstances such as hospitalization or a family emergency.**
- § **Family made reasonable effort to locate a unit (search record must be submitted).**
- § **Family turned in RTA prior to the expiration of the sixty-day period, but unit failed HQS.**
- § **Family provides proof that there were barriers in locating a suitable handicap accessible unit.**
- § **Family holds a voucher for a bedroom size that is difficult to locate, such as a four-or-five bedroom unit.**

(4) Admissions Preferences

- a. Income targeting

- ☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

- b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☒ Victims of domestic violence
- ☒ Substandard housing
- ☒ Homelessness
- ☒ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☒ Veterans and veterans' families
- ☒ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☒ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

4 Date and Time

Former Federal preferences

- 2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- ☒ 1 Working families and those unable to work because of age or disability
- ☒ 2 Veterans and veterans' families
- ☒ 1 Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☒ 3 Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- ☒ Date and time of application

#8.

☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- ☒ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- ☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- ☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials
☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- ☒ Through published notices
☒ Other (list below)
§ **Briefing Sessions**
§ **Outreach to community based organization**
§ **Tenants annual briefing sessions**

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA’s income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- ☐ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30%

of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- ☐ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
☐ \$1-\$25
☒ \$26-\$50

2. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☐ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

PHA Policies for Notification to Families of Hardship Exceptions

The family must apply for a financial hardship exemption in writing from payment of the minimum rent. If the situation is expected to last for at least 90 days from the date the family requested the exemption, a long term exemption may be granted.

- § **The PHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption.**
- § **The PHA will notify all families at time of lease up of their right to request a minimum rent hardship exemption.**
- § **The PHA notification will advise the family that hardship exception determinations be subject to PHA grievance procedures.**

#8.

- § **Request for minimum rent exception will be accepted by the PHA from the family in writing only.**

HUD Criteria for Hardship exception

A financial hardship exemption will be granted if the family provides proof that any of the circumstances exist:

- § **The family has lost eligibility for or is waiting an eligibility determination for a federal, state or local assistance program.**
- § **The family would be evicted because they are unable to pay the minimum rent.**
- § **Family income has decreased because of changed family circumstances, including the loss of employment.**
- § **A death of an immediate member of the family has occurred, which has a continuing financial impact.**

Repayment Agreements for Temporary Hardship

- § **The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.**
- § **If the family owes the PHA money for rent arrears incurred during the minimum rent period, the PHA will calculate the total amount owed and divide it by 12 to arrive at a reasonable payment. The family will be required to pay the amount until paid in full.**

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- ☐ For the earned income of a previously unemployed household member
- ☐ For increases in earned income
- ☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:
- ☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:
- ☐ For household heads
- ☐ For other family members
- ☐ For transportation expenses
- ☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
- ☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- ☐ Yes for all developments
☐ Yes but only for some developments
☐ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- ☐ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- ☐ Market comparability study
☐ Fair market rents (FMR)
☐ 95th percentile rents
☐ 75 percent of operating costs
☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The “rental value” of the unit
☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- ☐ Never
☐ At family option
☐ Any time the family experiences an income increase
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☐ Other (list below)

#8.

- g. ☐ Yes ☐ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)
- ☐ The section 8 rent reasonableness study of comparable housing
 - ☐ Survey of rents listed in local newspaper
 - ☐ Survey of similar unassisted units in the neighborhood
 - ☐ Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- ☒ At or above 90% but below 100% of FMR
- ☐ 100% of FMR
- ☐ Above 100% but at or below 110% of FMR
- ☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ The PHA has chosen to serve additional families by lowering the payment standard
- ☐ Reflects market or submarket
- ☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ Reflects market or submarket
- ☐ To increase housing options for families
- ☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- ☐ Annually
- ☒ Other (list below)

The PHA examines its payment standards at least annually. Adjustments are made when necessary to ensure success among assisted families in the PHA's jurisdiction. In addition, the PHA ensures assisting as many families as economically feasible.

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- ☒ Success rates of assisted families
- ☒ Rent burdens of assisted families

#8.

- ☒ Other (list below)
§ **Budgetary constraints**
§ **Pre-approval for Homeownership**

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
☐ \$1-\$25
☒ \$26-\$50

b. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)
See section 1(2)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

The Housing Authority of the City of Compton is a High Performing PHA and not required to complete Component 5

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- ☐ An organization chart showing the PHA's management structure and organization is attached.
☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers		

(list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		
Homeownership		

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)
Not applicable

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. ☐ Yes ☐ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- ☐ PHA main administrative office
 - ☐ PHA development management offices
 - ☐ Other (list below)

#8.

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- ☒ PHA main administrative office
600 North Alameda Street, Compton, CA 90221
- ☐ Other (list below)

7. Capital Improvement Needs

N/A

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

- ☐ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

- ☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☐ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☐ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund) N/A

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

☐ Yes ☐ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:

2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

- ☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☐ Activities pursuant to an approved Revitalization Plan underway

☐ Yes ☐ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

☐ Yes ☐ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

#8.

- ☐ Yes ☐ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

N/A

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name:
1b. Development (project) number:
2. Activity type: Demolition ☐ Disposition ☐
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☐
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. Number of units affected:
6. Coverage of action (select one) ☐ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

N/A

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☐ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name:
1b. Development (project) number:
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA’s Designation Plan ☐ Submitted, pending approval ☐ Planned application ☐
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected:
7. Coverage of action (select one) ☐ Part of the development ☐ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

N/A

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☐ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	
☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)	
3. ☐ Yes ☐ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	
☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ Activities pursuant to HUD-approved Conversion Plan underway	
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	
☐ Units addressed in a pending or approved demolition application (date	

submitted or approved:

- ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:)
- ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:)
- ☐ Requirements no longer applicable: vacancy rates are less than 10 percent
- ☐ Requirements no longer applicable: site now has less than 300 units
- ☐ Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☐ Yes ☐ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name: 1b. Development (project) number:	
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)	
5. Number of units affected: 6. Coverage of action: (select one) ☐ Part of the development ☐ Total development	

B. Section 8 Tenant Based Assistance

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

§ High Performing PHA

2. Program Description:
- § **Family participation in the Homeownership assistance program is voluntary. The Housing Authority's policy is to focus on families with a history of full-time employment.**
 - § **The employment history requirements are not applicable to elderly and disabled families. The program is limited to first-time homebuyers. Preference will be given to families currently enrolled in the Family Self-Sufficiency Program.**
 - § **The family must attend Homeownership counseling sessions (i.e. HUD approved counseling agency, banking institution or other private entities).**
 - § **The Homeownership program governed by Compton is restricted to Compton families who hold a Housing Choice Voucher (no families who ported to CHA jurisdiction will be authorized to participate in the program).**

a. Size of Program

☒ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- ☒ 25 or fewer participants
☐ 26 - 50 participants
☐ 51 to 100 participants
☐ more than 100 participants

b. PHA-established eligibility criteria

☒ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

The Compton Housing Authority is a High Performing PHA and not required to complete component 12.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☐ Yes ☒ No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?
 If yes, what was the date that agreement was signed? DD/MM/YY
Local Housing Authority of the City of Compton has a verbal agreement with TANF Agency.

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- ☒ Client referrals
☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
☐ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
☐ Jointly administer programs
☐ Partner to administer a HUD Welfare-to-Work voucher program

#8.

- ☐ Joint administration of other demonstration program
☐ Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- ☐ Public housing rent determination policies
☐ Public housing admissions policies
☐ Section 8 admissions policies
☐ Preference in admission to section 8 for certain public housing families
☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☐ Preference/eligibility for public housing homeownership option participation
☐ Preference/eligibility for section 8 homeownership option participation
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

- ☐ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skips to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

- b. ☐ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- ☐ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- ☐ Informing residents of new policy on admission and reexamination
- ☐ Actively notifying residents of new policy at times in addition to admission and reexamination.
- ☐ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- ☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
- ☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937
13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

#8.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents

(select all that apply)

- ☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- ☐ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- ☐ Residents fearful for their safety and/or the safety of their children
- ☐ Observed lower-level crime, vandalism and/or graffiti
- ☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- ☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☐ Safety and security survey of residents
- ☐ Analysis of crime statistics over time for crimes committed “in and around” public housing authority
- ☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☐ Resident reports
- ☐ PHA employee reports
- ☐ Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake:

(select all that apply)

- ☐ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- ☐ Crime Prevention Through Environmental Design
- ☐ Activities targeted to at-risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- ☐ Other (describe below)

2. Which developments are most affected? (list below)

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- ☐ Police provide crime data to housing authority staff for analysis and action
- ☐ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☐ Police regularly testify in and otherwise support eviction cases
- ☐ Police regularly meet with the PHA management and residents
- ☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- ☐ Other activities (list below)
2. Which developments are most affected? (list below)

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- ☐ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☐ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- ☐ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. ☐ Yes ☒ No: Was the most recent fiscal audit submitted to HUD?

#8.

3. ☐ Yes ☒ No: Were there any findings as the result of that audit?

4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved?

If yes, how many unresolved findings remain? _____

The Housing Authority's fiscal audit is completed with the City's Audit and is being performed now by:

MGO Certified Public Accountants

777 South Figueroa Street, Suite 2500

Los Angeles, CA 90017

5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?

If not, when are they due (state below)?

17. PHA Asset Management

N/A

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

The Compton Housing Authority is a High Performing PHA and not required to complete component 17.

1. ☐ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

- ☐ Not applicable
- ☐ Private management
- ☐ Development-based accounting
- ☐ Comprehensive stock assessment
- ☐ Other: (list below)

3. ☐ Yes ☐ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☐ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

§ **The RAB reviewed the PHA Plan but no comments or recommendations were made.**

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

- ☐ Attached at Attachment (File name)
☐ Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

- ☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
☐ The PHA changed portions of the PHA Plan in response to comments
 List changes below:
☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. ☒ Yes ☐ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)
- Tenants volunteered

3. Description of Resident Election Process

- a. Nomination of candidates for place on the ballot: (select all that apply)

- ☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☒ Other: (describe)

§ **Notified residents to serve on RAB and board members were selected based on tenants volunteering and subsequently appointed by the Urban Community Development Commission for a four (4) year term.**

- b. Eligible candidates: (select one)

- ☒ Any recipient of PHA assistance
☐ Any head of household receiving PHA assistance
☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list)

#8.

c. Eligible voters: (select all that apply)

- ☒ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- ☐ Representatives of all PHA resident and assisted family organizations
- ☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: **(City of Compton)**

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- ☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- ☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- ☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- ☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

- § **Apply for additional Section 8 units should they become available;**
- § **Apply for special purpose vouchers targeted to the elderly, should they become available;**
- § **Provide rental assistance to extremely low and very low income families, elderly and disabled persons;**
- § **Enforce comparable rents and maintain payment standard to reflect the housing market;**
- § **Counsel Section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units**
- § **Continue to expand Housing Choice Voucher opportunities by encouraging participation by owners of units located outside areas of poverty or minority concentration and informing Housing Choice Voucher Program participants of all available rental areas, both inside and outside the Housing Authority's jurisdiction; and**
- § **Encourage development of residential units accessible to disabled persons or adaptable for conversion to residential use by disabled persons.**

☐ Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

- § **HUD requires that the Housing Authority provide a definition of a Substantial Deviation.**
- **Any change to the PHA's Mission Statement;**
 - **Change to rent or admissions policies or organizations on the Waiting List; and**
 - **Any change to a goal or objective that would have a substantive effect on Section 8 participants.**

Significant Amendment

- **Local discretionary rent or admissions policies changes;**
 - **Organization of the waiting list; and**
 - **Changes to the Grievance or Informal Hearing Procedures.**
- § **Attachments**

Use this section to provide any additional attachments referenced in the Plans.

**PHA Plan
Table Library**

**Component 7
Capital Fund Program Annual Statement
Parts I, II, and II**

Annual Statement

Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (MM/YYYY)

☐ Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement**Capital Fund Program (CFP) Part II: Supporting Table**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost

Annual Statement
Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

Optional Public Housing Asset Management Table

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

**RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING SUBMISSION OF THE PUBLIC HOUSING
AUTHORITY (PHA) FIVE YEAR AND ANNUAL PLAN (2014-2019)
AND RESCINDING RESOLUTION NO 23,924**

Delmonsha Green
DEPARTMENT MANAGER'S SIGNATURE

3/20/2014 11:51:24 AM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/27/2014 9:30:22 AM
DATE

Kelly Montgomery
CITY MANAGER

3/20/2014 8:39:07 AM
DATE

Use when:

Public Works: When contracting for Engineering Services.

City Attorney: When contracting for legal services; contracts that require City Attorney's review.

Controller/Budget Officer: Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.

Asst. City Manager/OAS: All personnel actions.

June 17, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE ENGINEER'S REPORT OF WILL DAN FINANCIAL
SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND
LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR
FISCAL YEAR 2014/2015**

SUMMARY

This resolution will approve the Engineer's Report for the Lighting and Landscape Assessment District No. 1 Charges for Fiscal Year 2014/2015.

BACKGROUND

At the City Council meeting held on May 27, 2014, the City Council adopted resolutions Initiating Proceedings, Preliminarily Accepting the Engineer's report Declaring its Intent to Levy and Collect Assessments and Charges, and appointing a time and place for hearing protests for the Lighting and Landscape District Charge for Fiscal Year 2014/2015.

The time for the hearing of protests is set for June 17, 2014, at 5:50 p.m. to be held in the City Council Chambers, 205 South Willowbrook Avenue, Compton, California.

STATEMENT OF THE ISSUE

These funds are required to operate the street lighting and landscaping in the City of Compton for Fiscal Year 2014/2015.

RECOMMENDATION

Staff recommends approval of the attached resolution.

**GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/ MUNICIPAL UTILITIES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

GHD/GK/daj

Attachments: FY 2014/2015 Engineer's Report

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER’S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON’S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2014/2015

WHEREAS, the City Council pursuant to provisions of the *Landscaping and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the “Act”) and provisions of the City of Compton Municipal Code (hereinafter referred to as the “Municipal Code”) did by previous Resolution, order the preparation of the Fiscal Year 2014/2015 Engineer’s Report for the Lighting and Landscape District No. 1 Charge (hereinafter referred to collectively as the “Districts”), and

WHEREAS, the City Council pursuant to applicable provisions of the Act or Municipal Code proposes to levy and collect assessments and charges against lots and parcels of land within the Districts for the Fiscal Year 2014/2015, to pay the maintenance, servicing and operation of the improvements related thereto, and

WHEREAS, Willdan Financial Services (the designated Engineer) in accordance with *Section 22623* of the Act and provisions of the Municipal Code, has prepared and filed with the City Clerk an Engineer’s Report for Fiscal Year 2014/2015 and said report has been presented to the City Council and is incorporated herein by reference, and

WHEREAS, this City Council has examined and reviewed the Engineer’s Report as presented, and is preliminarily satisfied with the description of the Districts, the improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer’s Report or as modified by Council action and incorporated herein.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Engineer’s Report as presented is hereby approved pursuant to *Section 22623* of the Act and provisions of the Municipal Code, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works/Municipal Utilities.

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council 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 _____, 2014.

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



Draft Copy – For Review Purposes Only

City of Compton

Landscape and Lighting District No. 1

2014/2015 PRELIMINARY ENGINEER'S REPORT

Intent Meeting: May 27, 2014
Public Hearing: June 17, 2014

Prepared on:

27368 Via Industria
Suite 110
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
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www.willdan.com/financial



#9.

ENGINEER'S REPORT AFFIDAVIT

Establishment of Annual Assessments for the:

Landscape and Lighting District No. 1

**City of Compton
Los Angeles County, State of California**

This Report identifies the parcels within the District and all relevant zones therein, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2014.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Compton

By: _____

Jose Ometeotl, Project Manager
District Administration Services

By: _____

Richard Kopecky
R. C. E. #16742

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I. INTRODUCTION

The City of Compton (“City”) annually levies and collects special assessments in order to maintain the improvements that provide special benefit to properties within the Compton Landscape and Lighting District No.1 (“District”). Assessments are levied annually for the District pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the “1972 Act”).

The Engineer’s Report (“Report”) describes the District, applicable changes to the District, including any annexations or substantial changes in the improvements, and the proposed assessments for the fiscal year commencing July 1, 2014 and ending June 30, 2015 (“2014/2015”). The assessments are based on the historical and estimated cost to maintain the improvements that provide a special benefit to properties within the District and Zones, as described herein. The improvements within the District and the corresponding costs, including all expenditures, deficits, surpluses, revenues, and reserves, are assessed for each Zone.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessment Number by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed for special district benefit assessments on the tax roll.

Following consideration of all public comments and written protests at a noticed public hearing and review of the Engineer’s Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council may then order the levy and collection of assessments for fiscal year 2014/2015 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each assessable parcel in fiscal year 2014/2015.

II. PROVISIONS OF THE 1972 ACT

The Method of Apportionment described for the District utilizes commonly accepted assessment-engineering practices and have been established pursuant to the 1972 Act in compliance with the provisions of the California Constitution Article XIID. As generally defined, the improvements and the associated assessments for any district formed pursuant to the 1972 Act may include one or any combination of the following:

- 1) The installation or planting of landscaping.
- 2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- 3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- 5) The installation of park or recreational improvements including, but not limited to the following:
 - i. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - ii. Lights, playground equipment, play courts and public restrooms.
- 6) The maintenance or servicing, or both, of any of the foregoing.
- 7) The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.
- 8) Incidental expenses associated with the improvements including, but not limited to:
 - i. The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
 - ii. The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - iii. Compensation payable to the County for collection of assessments;
 - iv. Compensation of any engineer or attorney employed to render services;
 - v. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
 - vi. Costs associated with any elections held for the approval of a new or increased assessment.

III. DESCRIPTION OF THE DISTRICT AND SERVICES

A. GENERAL DESCRIPTION OF THE DISTRICT AND SERVICES

The District boundary is coterminous with the boundary of the City of Compton. The District consists of seven (7) distinct benefit zones ("Zones"):

ZONE	DESCRIPTIONS
1	Residential
2	Commercial
3	Heavy Manufacturing
4	Limited Manufacturing
5	Gateway Town Center
6	Churches
7	Exempt

A diagram showing the exterior boundaries of the District, the boundaries of designated Zones within the District has been previously filed in the office of the City Clerk and is incorporated herein by reference. For a detailed description of the lines and dimensions of any lots or parcels within the District, reference is made to the Los Angeles County

Assessor parcel maps for fiscal year 2014/2015, which are by reference made part of this Report.

The District provides for the maintenance, servicing and operation of landscape and lighting improvements within public easements and right-of-ways throughout the District.

Currently, there are 5,900 lights in the District, out of which approximately 1,200 lights are owned by the City. A plan showing the size and location of street lights and traffic signals to be installed, maintained and serviced and, in general, the landscaping and parkway maintenance to be performed in each Zone in the District is on file in the office of the City Clerk and is hereby made a part of this Report by reference.

The tables on the following pages show the street light and safety light inventory in the City.

STREET LIGHT INVENTORY

Location	Record #	I.D. #	Sequence #	Soffit	Metal Halide 250 WT 10' Globe	Metal Halide 150 WT	Metal Halide 250 WT
1 Compton Boulevard and Willowbrook Avenue Service West Road S-W Corner	61	495	1000-010	-	-	-	5
2 Compton Boulevard and Acacia Avenue Service S-E Corner	129	363	1000-020	-	-	-	6
3 Myrrh Street and Willowbrook Avenue Service N/W Corner	131	365	1000-030	-	-	-	8
4 Acacia Avenue and Myrrh Street Service N-E Corner	130	364	1000-040	-	-	-	3
5 Compton Boulevard between Oleander Avenue and Willowbrook Avenue N/W Corner	127	361	1000-050	-	-	-	12
6 Compton Boulevard and Wilmington Avenue South Median	62	496	1000-055	-	-	-	6
7 Compton Boulevard East of Wilmington Avenue	132	366	1000-060	-	-	-	4
8 Compton Boulevard between Kemp Avenue and Wilmington Avenue	133	203	1000-070	-	-	-	4
9 Wilmington Avenue Between School Street and Compton Boulevard	134	204	1000-080	-	-	-	7
10 Wilmington Avenue between Palmer Street and School Street	135	206	1000-090	-	-	-	7
11 Wilmington Avenue between Arbustus Street and Brazil Street	136	207	1000-100	-	-	-	4
Wilmington Avenue between Elm Street and Arbustus Street	114	185	1000-110	-	-	-	8
Wilmington Avenue between Maple Street Elm Street	228	238	1000-120	-	-	-	8
Wilmington Avenue between Maple Street and Rosecrans Avenue	139	210	1000-130	-	-	-	6
15 Wilmington Avenue between Rosecrans Avenue and Plum Street	97	165	1000-140	-	-	-	6
16 Wilmington Avenue between Plum Street and Cressey Street	121	199	1000-150	-	-	-	4
17 Wilmington Avenue between 137th Street and 139th Street	141	211	1000-170	-	-	-	4
18 Wilmington Avenue between Stockwell Street and 137th Street	116	628	1000-180	-	-	-	10
19 Wilmington Avenue between 134th Street and Stockwell Street	116	189	1000-190	-	-	-	10
20 Wilmington Avenue between 132nd Street and 134th Street	144	213	1000-200	-	-	-	10
21 Wilmington Avenue between 130th Street 132nd Street	108	497	1000-210	-	-	-	10
22 Wilmington Avenue between 130th Street and El Segundo Boulevard	146	241	1000-220	-	-	-	12
23 Wilmington Avenue and Stockwell Street South East Corner	152	373	1000-230	-	-	23	-
24 138th St & 139th St Between Wilmington Avenue and Paulsen Avenue	231	376	1000-234	-	-	10	-
25 Nord Street between Paulsen Avenue and Grape Avenue	151	372	1000-270	-	-	27	-
26 Nord Street between Anzac Avenue and Wilmington Avenue	264	619	1000-280	-	-	15	-
27 2007 North Kalsman Avenue	147	367	1000-300	-	-	21	-
28 Parmelee Avenue between Stockwell Street Piru Street	148	368	1000-310	-	-	16	-
29 Parmelee Avenue between 136th Street and 137th Street	149	369	1000-320	-	-	16	-
30 Parmelee Avenue between 137th Street and 138th Street	230	370	1000-330	-	-	24	-
31 Parmelee Avenue between 138th Street and 139th Street	265	620	1000-340	-	-	16	-

STREET LIGHT INVENTORY

	Location	Record #	I.D. #	Sequence #	Soffit	Metal Halide 250 WT 10' Globe	Metal Halide 150 WT	Metal Halide 250 WT
32	Alondra Boulevard and Wilmington Avenue Service N/W	267	622	1000-345	-	-	-	10
33	Alondra Boulevard and Kemp Avenue Service N/W	258	494	1000-350	-	-	-	10
34	Alondra Boulevard and Grandee Avenue Service N/W	27	67	1000-360	-	-	-	10
35	Alondra Boulevard and Northwood Avenue Service N/E	156	216	1000-370	-	-	-	10
36	Alondra Boulevard and Northwood Avenue Service N/W	31	71	1000-380	-	-	-	8
37	Alondra Boulevard and Tajauta Avenue Service N/W	158	217	1000-390	-	-	-	8
38	Alondra Boulevard and Nestor Avenue Service N/W	30	69	1000-400	-	-	-	8
39	Alondra Boulevard and Central Avenue Service North East Corner	268	623	1000-410	-	-	-	8
40	Wilmington Avenue between Greenleaf Boulevard & North of Carob Street	160	242	1000-430	-	-	-	8
41	Wilmington Avenue/North of Carob Street & South of Carob Street	207	261	1000-440	-	-	-	8
42	Wilmington Avenue South of Carob Street and North of Walnut Street	269	624	1000-450	-	-	-	8
43	Wilmington Avenue North of Walnut Street and South of Walnut Street	161	219	1000-480	-	-	-	8
	Wilmington Avenue North of Artesia Boulevard and Artesia Boulevard Overpass	162	220	1000-485	-	-	-	21
	Wilmington Avenue and Carob Street North East Corner Service	167	262	1000-490	-	-	16	-
46	Carob Street and Acacia Avenue North East Corner Service	274	635	1000-495	-	-	15	-
47	1825 South Acacia Avenue Service	168	263	1000-500	-	-	36	-
48	Walnut Street East of Wilmington Avenue South East Corner Service	275	636	1000-505	-	-	30	-
49	Walnut Street between Anderson Avenue and Wilmington Avenue	163	221	1000-510	-	-	26	-
50	Walnut Street between Anderson Avenue and Central Avenue	164	378	1000-520	-	-	14	-
51	Anderson Street from Artesia Boulevard to North of Walnut Street	165	379	1000-530	-	-	23	-
52	Alameda Street East between Alondra Boulevard and Tichenor Street	233	388	1000-545	-	-	8	-
53	Alameda Street East between Tichenor Street and Greenleaf Boulevard	239	447	1000-550	-	-	8	-
54	Alameda Street East between Greenleaf Boulevard and Auto Drive South	243	472	1000-555	-	-	7	-
55	Acacia Avenue and Artesia Freeway Underpass	169	381	1000-590	10	-	-	-
56	Central Avenue and Artesia Freeway Overpass	238	429	1000-605	-	-	-	8
57	Clemmer Drive and Tartar Lane Service North East Corner	177	389	1000-610	-	-	4	-
58	Rosecrans Avenue Overpass and Alameda Street	174	385	1000-640	-	-	-	30
59	Rosecrans Avenue Underpass and Alameda Street	174	454	1000-650	20	-	-	-
60	Palmer Street between Alameda Street and Chester Avenue	183	396	1000-660	-	-	13	-
61	Palmer Street between Long Beach Boulevard and Chester Avenue	182	395	1000-670	-	-	17	-
62	Long Beach Boulevard and Tucker Street Service North West Corner	185	399	1000-680	-	-	-	20
63	Long Beach and Kay Street Service North of North East Corner	217	404	1000-700	-	-	-	17

STREET LIGHT INVENTORY

	Location	Record #	I.D. #	Sequence #	Soffit	Metal Halide 250 WT 10' Globe	Metal Halide 150 WT	Metal Halide 250 WT
64	Long Beach Boulevard and Elm Street Service South West Corner	186	400	1000-720	-	-	-	15
65	Long Beach Boulevard and Elm Street Service South East Corner in Alley	220	405	1000-740	-	-	-	15
66	Long Beach Boulevard and Myrrh Street Service North West Corner in Alley	187	401	1000-750	-	-	-	16
67	Long Beach Boulevard and Myrrh Street Service North East Corner	221	403	1000-760	-	-	-	15
68	Long Beach Boulevard and Pauline Street Service North West Corner in Alley	188	402	1000-800	-	-	-	16
69	Long Beach Boulevard and Pauline Street Service South East Corner in Alley	214	406	1000-810	-	-	-	13
70	Stockton Street between Alhambra Avenue and Long Beach Boulevard	184	397	1000-840	-	-	16	-
71	Pine Street between Alhambra Avenue and Long Beach Boulevard	184	626	1000-842	-	-	16	-
72	Arlington Avenue between Alhambra Avenue and Long Beach Boulevard	235	398	1000-845	-	-	8	-
73	Compton Boulevard between Alameda Street West Road & Willowbrook Avenue East Road	59	360	1000-880	-	-	-	12
74	Laurel Street and Poinsettia Avenue Service South West Corner	180	393	1000-890	-	19	-	-
75	Laurel Street and Sloan Avenue Service South West Corner	181	394	1000-930	-	19	-	-
	114 North Holly Avenue	189	407	1000-970	-	22	-	-
	1617 E Palmer Street to 1905 E Palmer Street	192	411	2000-010	-	-	5	-
76	1613 E. San Luis To 1905 E. San Luis	190	409	2000-020	-	-	6	-
79	1609 San Marcus to 1905 San Marcus	191	410	2000-030	-	-	6	-
80	Alondra Boulevard between Santa Fe Avenue and Pearl Avenue	178	390	2000-040	-	-	18	-
81	Alondra Boulevard between Mayo Avenue & Poinsettia Avenue	179	391	2000-050	-	-	20	-
82	Alondra Boulevard between Poinsettia Avenue and Long Beach Boulevard	234	392	2000-060	-	-	6	-
83	Harbor Avenue/ Susana Road and Artesia Freeway Underpass	198	415	2000-070	12	-	-	-
84	Atlantic Avenue and 710 Freeway Underpass	194	412	2000-090	-	-	5	-
85	Artesia Boulevard and Alameda Street Connector Road	3	5	2000-095	-	-	-	10
86	Santa Fe Avenue and Artesia Freeway Underpass on Santa Fe Avenue	272	630	2000-100	8	-	-	-
87	Santa Fe Avenue and Artesia Freeway W/B Off Ramp Underpass	98	168	2000-100	12	-	-	-
88	Police Parking Lot and Heritage House	195	222	1000-630	-	-	-	8
TOTAL LIGHTS					62	60	491	474

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
1	Compton Boulevard and Willowbrook Avenue	61	294	-	8	-	-	-	-
2	Compton Boulevard and Acacia Avenue	46	106	-	4	-	-	-	-
3	Compton Boulevard and Oleander Avenue	57	287	-	2	-	-	-	-
4	Compton Boulevard and Aranbe Avenue	49	267	-	2	-	-	-	-
5	Compton Boulevard and Wilmington Avenue	62	297	-	4	-	-	-	-
6	Compton Boulevard and Dwight Avenue	53	277	-	4	-	-	-	-
7	Compton Boulevard and Tajauta Avenue	254	485	-	4	-	-	-	-
8	Compton Boulevard and Central Avenue	52	274	-	4	-	-	-	-
9	Compton Boulevard and Aprilia Avenue/ Deodora Avenue	48	109	-	4	-	-	-	-
10	Compton Boulevard and Wadsworth Avenue	202	419	-	1	-	-	-	-
11	Rosecrans Avenue and Willowbrook Avenue	96	160	-	-	8	-	-	-
12	Rosecrans Avenue and Acacia Avenue	77	114	-	4	-	-	-	-
13	Rosecrans Avenue and Oleander Avenue	93	152	-	2	-	-	-	-
14	Rosecrans Avenue and Aranbe Avenue	80	122	-	2	-	-	-	-
15	Rosecrans Avenue and Matthisen Avenue	91	148	-	2	-	-	-	-
16	Rosecrans Avenue and Wilmington Avenue	97	164	-	4	-	-	-	-
17	Wilmington Avenue and Poplar Street	114	186	-	2	-	-	-	-
18	Rosecrans Avenue and Dwight Avenue	85	134	-	2	-	-	-	-
19	Rosecrans Avenue and Fire Station	86	136	-	2	-	-	-	-
20	Rosecrans Avenue and Tajauta Avenue	95	158	-	2	-	-	-	-
21	Rosecrans Avenue and Parmelee Avenue	125	358	-	2	-	-	-	-
22	Rosecrans Avenue and Central Avenue	123	353	-	3	1	-	-	-
23	Central Avenue and 148th Street/ Brazil Street	39	87	-	-	2	-	-	-
24	Central Avenue at Piru Street/ Sam Littleton/ Stockwell Street	38	85	-	4	-	-	-	-
25	El Segundo Boulevard and Slater Avenue/ Parmelee Avenue	66	306	-	4	-	-	-	-
26	El Segundo Boulevard and Compton Avenue	64	301	-	4	-	-	-	-
27	El Segundo Boulevard and Grandee Avenue	65	303	-	4	-	-	-	-
28	El Segundo Boulevard and Wilmington Avenue	203	422	-	4	-	-	-	-
29	Wilmington Avenue and 131st Street	108	173	-	-	4	-	-	-
30	Wilmington Avenue and Stockwell Street	116	190	-	-	3	-	-	-
31	Wilmington Avenue and 139th Street	109	174	-	2	-	-	-	-
32	Willowbrook Avenue and Myrrh Street	107	344	-	-	8	-	-	-
33	Acacia Avenue and Myrrh Street	2	2	-	5	-	-	-	-

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
34	Alondra Boulevard and Willowbrook Avenue	25	58	-	-	8	-	-	-
35	Alondra Boulevard and Acacia Avenue	10	22	-	2	-	-	-	-
36	Alondra Boulevard and Oleander Avenue	21	47	-	2	-	-	-	-
37	Alondra Boulevard and Center Street	15	33	-	2	-	-	-	-
38	Alondra Boulevard and Wilmington Avenue	26	62	-	4	-	-	-	-
39	Wilmington Avenue and Laurel Street	113	181	-	1	3	-	-	-
40	Alondra Boulevard and Central Avenue	16	35	-	3	-	-	-	-
41	Central Avenue and 156th Street	40	90	-	2	-	-	-	-
42	Alondra Boulevard and Caswell Avenue	14	30	-	2	-	-	-	-
43	Alondra Boulevard and Aprilia Avenue	200	225	-	2	-	-	-	-
44	Central Avenue and Caldwell Street	205	230	-	4	-	-	-	-
45	Central Avenue and Greenleaf Boulevard	253	483	-	4	-	-	-	-
46	Central Avenue and Saint George Warehouse	257	489	-	-	2	-	-	-
47	Central Avenue and Walnut Street	43	97	-	4	-	-	-	-
48	Central Avenue North Side and Artesia Boulevard	44	100	-	3	-	-	-	-
49	Central Avenue South and Albertoni Street/ Artesia Boulevard	45	103	-	-	4	-	-	-
50	Central Avenue and Mahalo Place/ Radbard Street	42	95	-	-	2	-	-	-
51	Wilmington Avenue and Caldwell Street	111	176	-	-	2	-	-	-
52	Greenleaf Boulevard and Wilmington Avenue	70	315	-	-	4	-	-	-
53	Wilmington Avenue and Carob Street	112	179	-	-	3	-	-	-
54	Wilmington Avenue and Walnut Street	118	194	-	-	2	-	-	-
55	Wilmington Avenue North Side and Artesia Boulevard	119	197	-	-	3	-	-	-
56	Wilmington Avenue South Side and Artesia Boulevard	120	350	-	-	3	-	-	-
57	Wilmington Avenue and Ralph	115	187	-	-	4	-	-	-
58	Wilmington Avenue and Victoria Street	117	191	-	-	4	-	-	-
59	Victoria Street and Telephone Company	105	341	-	-	2	-	-	-
60	Artesia Boulevard and Acacia Avenue	32	72	-	-	3	-	-	-
61	Compton Boulevard and Douglas DollarHide Drive	59	290	-	-	4	-	-	-
62	Compton Boulevard and Alameda Street	47	264	-	-	-	-	-	8
63	Compton Boulevard and Santa Fe Avenue	58	111	-	-	4	-	-	-
64	Compton Boulevard and Mayo Avenue	56	284	-	-	4	-	-	-
65	Compton Boulevard and Long Beach Boulevard	55	281	-	-	8	-	-	-
66	Compton Boulevard and Bullis Road	51	271	-	-	4	-	-	-

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
67	Compton Boulevard and Bradfield Avenue	50	269	-	-	4	-	-	-
68	Compton Boulevard and Harris Avenue	124	356	-	-	4	-	-	-
69	Alameda Street and Palmer Street/ Carson Place	9	20	-	-	-	-	-	8
70	Palmer Street and Willow Avenue	276	637	-	-	4	-	-	-
71	Santa Fe Avenue and Palmer Street	102	335	-	-	4	-	-	-
72	Alameda Street and Elm Street	6	12	-	-	-	-	-	4
73	Rosecrans Avenue West Roadway and Alameda Street	79	119	-	-	2	-	-	-
74	Rosecrans Avenue East Roadway and Alameda Street	78	116	-	-	2	-	-	-
75	Rosecrans Avenue and Santa Fe Avenue	94	155	-	-	4	-	-	-
76	Santa Fe Avenue and Tucker Street	104	338	-	-	2	-	-	-
77	Santa Fe Avenue and Pine Street	201	416	-	-	2	-	-	-
78	Rosecrans Avenue and Mayo Avenue	92	150	-	-	2	-	-	-
79	Long Beach Boulevard and Palmer Street	74	324	-	-	4	-	-	-
80	Rosecrans Avenue and Long Beach Boulevard	90	145	-	-	4	-	-	-
81	Long Beach Boulevard and Tucker Street	76	327	-	-	2	-	-	-
82	Long Beach Boulevard and Arlington Avenue/ Pine Street	71	318	-	-	4	-	-	-
83	Bullis Road and Pine Street	37	83	-	-	2	-	-	-
84	Rosecrans Avenue and Bullis Road	83	130	-	-	4	-	-	-
85	Rosecrans Avenue and Bradfield Avenue	82	127	-	-	4	-	-	-
86	Rosecrans Avenue and Pannes Avenue	263	618	-	-	3	-	-	-
87	Rosecrans Avenue and Harris Avenue	89	143	-	-	2	-	-	-
88	Rosecrans Avenue and Gibson Avenue	87	139	-	-	3	-	-	-
89	Atlantic Avenue and San Vicente Street	36	81	-	-	4	-	-	-
90	Myrrh Street and Alameda Street	240	450	-	-	-	-	-	8
91	Alondra Boulevard and Tamarind Avenue	24	55	-	-	2	-	-	-
92	Alondra Boulevard and Alameda Street	11	24	-	-	-	-	-	8
93	Alondra Boulevard and Santa Fe Avenue	23	52	-	-	4	-	-	-
94	Santa Fe Avenue and Myrrh Street	101	332	-	-	2	-	-	-
95	Alondra Boulevard and Mayo Avenue	20	44	-	-	4	-	-	-
96	Alondra Boulevard and Poinsettia Avenue	22	49	-	-	4	-	-	-
97	Long Beach Boulevard and Myrrh Street	73	322	-	-	4	-	-	-
98	Alondra Boulevard and Long Beach Boulevard	19	41	-	-	4	-	-	-
99	Alondra Boulevard and Bradfield Avenue	13	28	-	-	2	-	-	-

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
100	Alondra Boulevard and Harris Avenue	17	38	-	-	2	-	-	-
101	Alondra Boulevard and White Avenue	199	224	-	-	2	-	-	-
102	Alondra Boulevard and Atlantic Avenue	122	200	-	-	8	-	-	-
103	Long Beach Boulevard and Bullis Road/ Temple Avenue	72	320	-	-	5	-	-	-
104	Greenleaf Boulevard and Plaza Drive/ Tamarind Avenue	284	645	-	-	4	-	-	-
105	Greenleaf Boulevard and Alameda Street	68	311	-	-	8	-	-	-
106	Greenleaf Boulevard and Santa Fe Avenue	100	330	-	-	4	-	-	-
107	Alameda Street and Towne Center Drive	280	641	-	-	2	-	-	-
108	Alameda Street and Auto Drive South	204	227	-	-	2	-	-	-
109	Alameda Street and Artesia Boulevard North Off Ramp	4	9	-	-	4	-	-	-
110	Artesia Boulevard and Alameda Street Connector Road	3	5	-	-	-	-	-	-
111	Crystal Park Hotel and Artesia Boulevard	35	78	-	-	2	-	-	-
112	Alameda Street and Manville Street	8	17	-	-	4	-	-	-
113	Santa Fe Avenue and Artesia Boulevard	98	168	-	-	3	-	-	-
114	Artesia Boulevard and Harbor Avenue/ Susana Road	34	76	-	-	4	-	-	-
TOTAL				-	126	245	-	-	36

B. SPECIFICATIONS FOR MAINTENANCE AND SERVICING

The lighting and traffic signal system shall be maintained and serviced to provide adequate illumination and traffic control. Maintenance and servicing shall include but not be limited to removal, repair, replacement or relocation of light standards, traffic signals, poles, bulbs, fixtures, circuits and appurtenances.

The Southern California Edison Company, their successors, or assigns, shall furnish energy for lights and traffic signals. The level of illumination shall be adequate for the intended purpose in each Zone. Rates for energy shall be those authorized by the Public Utilities Commission, State of California.

The landscaping improvements include, but are not limited to, the operation, maintenance and servicing of ornamental structures, landscaping including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems and drainage devices located in public streets or rights-of-way within the boundaries of the District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the ornamental structures, landscaping and appurtenant facilities, including, but not limited to, repair, removal or replacement of all or part of any of the ornamental structures, landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease, or sandblasting and painting of walls and other improvements within the street area to remove or cover graffiti.

Servicing means the furnishing of electricity for the lighting and operation of the ornamental structures, landscaping and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping and appurtenant facilities.

The plans and specifications for the operation, maintenance and servicing of the landscaping are on file in the office of the City Clerk, the City Engineer and the various service departments where they are available for public inspection. The plans and specifications are voluminous and are not bound in this Report but by this reference are incorporated herein and made a part of this Report.

IV. METHOD OF APPORTIONMENT

A. GENERAL DESCRIPTION OF THE DISTRICT AND SERVICES

The District and assessments provide for the continued maintenance, servicing and operation of the improvements within the District boundaries. The District is divided into seven (7) distinct benefit Zones categorized by land use and the special benefit received from the improvements as outlined in Section IV B. It has been determined that the assessed parcels receive special benefits from the improvements. It is the opinion of the public works supervisors that, on a long-term basis, an equality of effort and expenditure is achieved throughout the District.

Parcels identified as being within the District share in both the cost and the benefits of the improvements. The costs associated with the improvements, are equitably spread between benefiting parcels within the District. Only parcels that receive benefit from the improvements are assessed, and each parcel is assessed in proportion to the estimated special benefit received. The funds collected from the assessments are dispersed and used for the maintenance, services and operation of the improvements provided within the District. Properties receive the following special benefits from the District improvements:

Adequate lighting on public streets and traffic signals to control the flow of traffic and pedestrians are considered important for their contribution to public convenience and safety. Protection of property and reduction of traffic accidents are specific benefits that properties realize within the District. The lighting benefit is directly related to safety and property protection and therefore increases the perceived and actual usability of residential, commercial and industrial properties. Placement of and the intensity of street lighting has received past and ongoing studies by the City officials and consultants with the intent of intensifying such lighting in the area from the curb to the property line and also the onsite level of lighting. Traffic signals contribute to the control of traffic, thereby providing a measure of safety and pedestrian and vehicular accessibility to residential, commercial and industrial properties. Community activities are increased when public infrastructure such as street lights and traffic signals are in place, improved, operable, safe and well maintained.

The maintenance of parkways, including landscaping and trees is of necessity, an ongoing and long-range activity. Properties within the District receive special benefit from the landscaping improvements through improved erosion resistance, dust and debris control, reduced vandalism, enhanced urban environment and improved aesthetic appeal of the properties. As a result of the age of the development of various areas, the level of deterioration within the City and in particular neighborhoods is different, requiring different types and levels of maintenance effort. The intent of the public works staff is to reduce complaints and problems while achieving an acceptable level of maintenance in all areas. The ongoing attempt is to achieve clean, graffiti free streets while maintaining the newer areas and upgrading the older areas.

B. METHODOLOGY

The assessments and method of apportionment described in this Report utilizes commonly accepted assessment engineering practices and have been established pursuant to the 1972 Act. Any new or increased assessment will be subject to the substantive and procedural requirements of the Constitution, Article XIID, Section 4.

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed among all assessable parcels in proportion to the estimated benefits to be received by each parcel from the improvements. The benefit formula used should reflect the composition of the parcels, and the improvements and services provided, to fairly proportion the costs based on special benefit to each parcel.

To reflect the composition of the parcels the District has been divided into seven (7) distinct benefit Zones as follows:

ZONE	DESCRIPTIONS
1	Residential
2	Commercial
3	Heavy Manufacturing
4	Limited Manufacturing
5	Gateway Town Center
6	Churches
7	Exempt

The methodology is based on the parcel's land use and size compared to other parcels that are associated with the improvements. For example, an examination of the lighting pattern and lumens of light provided indicates that the lighting intensity in general is much greater in front of non-residential properties than in residential areas or residential properties. The additional lighting provides greater benefit to such non-residential properties because it provides additional protection from robberies and vandalism and provides an enhanced appearance and increased safety in access to potential customers.

In the Residential Zone, all the parcels in the District receive a basic similar special benefit from the improvements, due to their similarity in use and proximity to the improvements. However with frontage a major factor in development and potential usage, adjusted front footage has been used as a measure of such development and use benefit.

In the Commercial Zones, the special benefit to each parcel is derived not only from the benefits to the property as described above, but also the enhancement of the property through the enhanced ability to attract clients, employees, and customers to the parcel. The estimated cost of the improvements in a Commercial Zone has been divided among the parcels within the Zone according to the adjusted front footage of each parcel in the Zone.

The City of Compton has traditionally recognized the role of church and schools in the community; the contribution of churches and church schools in meeting educational, welfare and recreational needs of youth and others; the influence of churches in stabilizing the community and thereby reducing crime and other costs; the role of churches in meeting the nutritional and emotional needs of senior and low income persons; and has partially recognized the reduced costs which are experienced by the community by reason of the above services to society by assigning a reduced assessment rate for churches.

Public property owned by any public agency and in use in the performance of a public function, which is included within the boundary of the District, shall not be subject to the assessment. Other properties that are considered exempt from the assessments are those that receive little or no benefit from the improvements, have restricted development or provide substantially similar improvements, such as, common areas, flood control drainage, right-of-way and rivers.

The cost of the improvements has been apportioned to all assessable parcels within the District on an adjusted front footage basis. Table II in the District Budget section of this Report shows the per lineal foot assessment within each of the seven (7) Zones based on the three improvement categories composed of lighting, landscape and traffic signals.

The Los Angeles County Assessor's maps were utilized to determine the front footage of each respective parcel within the District. Adjustments have been made to the frontage shown in the Assessor's maps for corner, odd shaped and interior (no street frontage) lots. The criteria used to determine front footage is as follows:

LOT	CRITERIA
1. Rectangular Lots	Street frontage on a public street
2. Irregular Shaped Lots	(a) Width of lot at set back line, or (b) Average of front and rear lot line lengths, or (c) Street frontage, whichever is most representative of benefit
3. Flag Lots	One-half of the lot width as measured on the rear lot line, which is parallel to the public street
4. Corner Lots	The narrowest frontage on a public street if residential, average of both frontages if non-residential
5. Interior Parcels	Front footage and number of parcels
6. Condominiums	Front footage and number of parcels

Other unusual or rarely occurring conditions shall be treated in accordance with the Landscape and Lighting District Procedures Manual or based on prior accepted procedures.

C. ASSESSMENT

Assessment is comprised of three categories: lighting, landscape and signals. Assessment rate per front foot for each of the three categories are outlined in Table II of this report. As an example, for a residential parcel with front footage of 50 feet, total assessment amount is calculated as follows:

$$(50 * \$0.935 \text{ [lighting assessment]}) + (50 * \$1.886 \text{ [landscape assessment]}) + (50 * \$0.244 \text{ [signals assessment]}) = \$153.25$$

V. DISTRICT BUDGETS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the improvements for the fiscal year, incidental expenses, and may include reserves to operate the District until assessment collections are transmitted to the City from the County.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution must be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within the District is the total cost of installation, maintenance, and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

The estimated net amount to be assessed for fiscal year 2014/2015 is \$4,207,331. Table III shows a summary of the total assessments per Zone for the three improvement categories of lighting, landscape and traffic signals. The rates of assessment are the same as the rates approved in fiscal year 2013/2014.

A summary of the estimated costs for the District for fiscal year 2014/2015 is shown in Table I of this Section.

A. DESCRIPTION OF BUDGET ITEMS

The following describes the costs funded through the District and shown in the budget.

Maintenance Costs (Labor, Benefits and Material) - Includes all labor, material and equipment required to properly maintain, service and operate the improvements within the District by City staff and others. All improvements within the District will be maintained and serviced on a regular basis. The frequency and specific maintenance operations required will be determined by City staff and in certain instances are incorporated in the agreements with the Southern California Edison Company.

Utilities (Electricity and Water) - The furnishing of water required for the irrigation of the parkway and median landscaping and the maintenance of the ornamental structures and appurtenant facilities. The furnishing of electricity as required for the operation of the street lighting, traffic signals, parkway and median controls and appurtenant facilities, as outlined in agreements with the Southern California Edison Company and under rates as set by the Public Utilities Commission.

Maintenance and Repairs - Repairs that are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damage due to vandalism, storms and other natural occurrences, planned upgrades of the improvements and the cost of subcontractors for maintenance and other services, including tree trimming.

Graffiti Coating for SCE Light Poles - Funds to replace more than 2000 steel poles within the City of Compton with safer and more aesthetically pleasing concrete poles. This program will provide special coating of the new light poles to prevent graffiti and vandalism. The purchase will be made using the FY 2013-2014 L&L Funds.

Park Acquisition – Funds used to acquire the Compton Camp Fire Regional Activity Center site during F/Y 2013-2014 to be used as an open space recreational park.

Direct and Other Administration - The cost of City department staff personnel involved in providing the coordination for maintenance and servicing, responding to public concerns and levying and collecting assessments. This includes, where appropriate, reimbursement for time spent by other City staff such as, Finance and Accounting, the City Attorney, the City Manager, City Council and the Public Works staff.

Consultants and Professional Services - The costs of contracting with professionals to provide services specific to the levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. The costs charged by the County to place and collect the assessments on the County property tax rolls. These fees also include any additional administrative, legal, and engineering services specific to the District such as costs to prepare and mail notices of the Public hearing.

Reserve Collection/(Transfer) – Represents contributions or transfers of funds from the District reserve fund.

Other Revenues/General Fund (Contributions) – Represents revenue from other sources such as the City of Compton General Fund.

Total Net Estimated Cost - Total direct cost plus total administrative costs less any transfers from the reserve fund or contributions from other revenue sources.

Total Parcels – The total number of parcels within the District.

Total Parcels Levied – The total number of parcels within the District that will receive special benefit and be assessed for the fiscal year.

Total Front Footage – The total front footage of parcels within the District calculated according to the methodology detailed in this Report.

Assessment Amount – The total amount to be assessed this fiscal year.

B. FISCAL YEAR 2014/2015 PROPOSED BUDGET

The budget for fiscal year 2014/2015 is shown on the following page.

TABLE I – PROPOSED BUDGET

CITY OF COMPTON	
LANDSCAPE AND LIGHTING DISTRICT NO. 1 (PROPOSED)	
FY 2014/2015 Budget	
DIRECT COSTS	
Personnel	
Salary	\$102,861
Benefits	74,628
Training	34,711
Materials and Equipment	
Materials	299,736
Machinery & Equipment	380,473
Street Maintenance and Repair*	
Street Sweeping	584,715
Catch Basin Cleaning	0
Tree Trimming	200,000
Median Maintenance	200,000
Other Contract Services	200,000
Park Acquisitions	266,400
Utilities	
Electricity	1,300,000
Water (rubbish)	300,000
Debt Service	271,000
TOTAL DIRECT COSTS	\$3,948,124
ADMINISTRATION COSTS	
County Administration	\$4,877
Consultants & Professional Services	0
TOTAL ADMINISTRATION COSTS	\$4,877
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMIN COSTS	\$3,953,001
General Fund (Contribution)	0
Unfunded Costs**	0
Total Net Estimated Cost	\$3,953,001
DISTRICT STATISTICS	
Total Parcels	20,347
Total Parcels Levied	19,509
Total Front Footage Levied	1,125,868
Assessment Amount	\$4,207,331
FUND BALANCE	
Beginning Fund Balance	(\$916,195)
Adjustments	254,300
Anticipated Ending Balance as of 6/30/2015	(\$661,865)

*Includes Park Acquisition and Graffiti Coating for SCE Light Poles

**Unfunded Costs are due to expense exceeding revenues

**CITY OF COMPTON
LANDSCAPE AND LIGHTING DISTRICT NO. 1
FISCAL YEAR 2014/2015
TABLE II – ASSESSMENT RATE PER FRONT FOOT**

ZONE	ZONE DESCRIPTION	LIGHTING ASSESSMENT (\$)	LANDSCAPE ASSESSMENT (\$)	SIGNALS ASSESSMENT (\$)	TOTAL ASSESSMENT (\$)
1	Residential	0.935	1.886	0.244	3.065
2	Commercial	2.742	5.530	0.717	8.989
3	Heavy Mfg.	1.824	3.680	0.476	5.980
4	Limited Mtg.	1.018	2.054	0.266	3.338
5	Gateway Town Center	8.686	17.516	0.000	26.202
6	Churches	0.104	0.211	0.027	0.342
7	Exempt	0.000	0.000	0.000	0.000

**CITY OF COMPTON
 LANDSCAPE AND LIGHTING DISTRICT NO. 1
 FISCAL YEAR 2014/2015
 TABLE III – SUMMARY OF ASSESSMENTS**

ZONE	NUMBER OF PARCELS	FRONT FOOTAGE	LIGHTING ASSESSMENT (\$)	STREET LANDSCAPE ASSESSMENT (\$)	SIGNALS ASSESSMENT (\$)	TOTAL ASSESSMENT (\$)
1	17,866	914,795.91	855,342.48	1,725,321.83	223,212.37	2,803,876.68
2	1,027	93,518.41	256,427.81	517,157.48	67,052.79	840,638.08
3	259	72,413.54	132,082.29	266,481.80	34,468.84	433,032.93
4	280	35,745.25	36,388.56	73,420.53	9,508.21	119,317.29
5	1	280.47	2,436.16	4,912.71	0.00	7,348.87
6	76	9,114.05	947.86	1,923.07	246.08	3,117.01
7	838	0.00	0.00	0.00	0.00	0.00
TOTAL	20,347	1,125,867.63	1,283,625.16	2,589,217.42	334,488.29	4,207,330.86

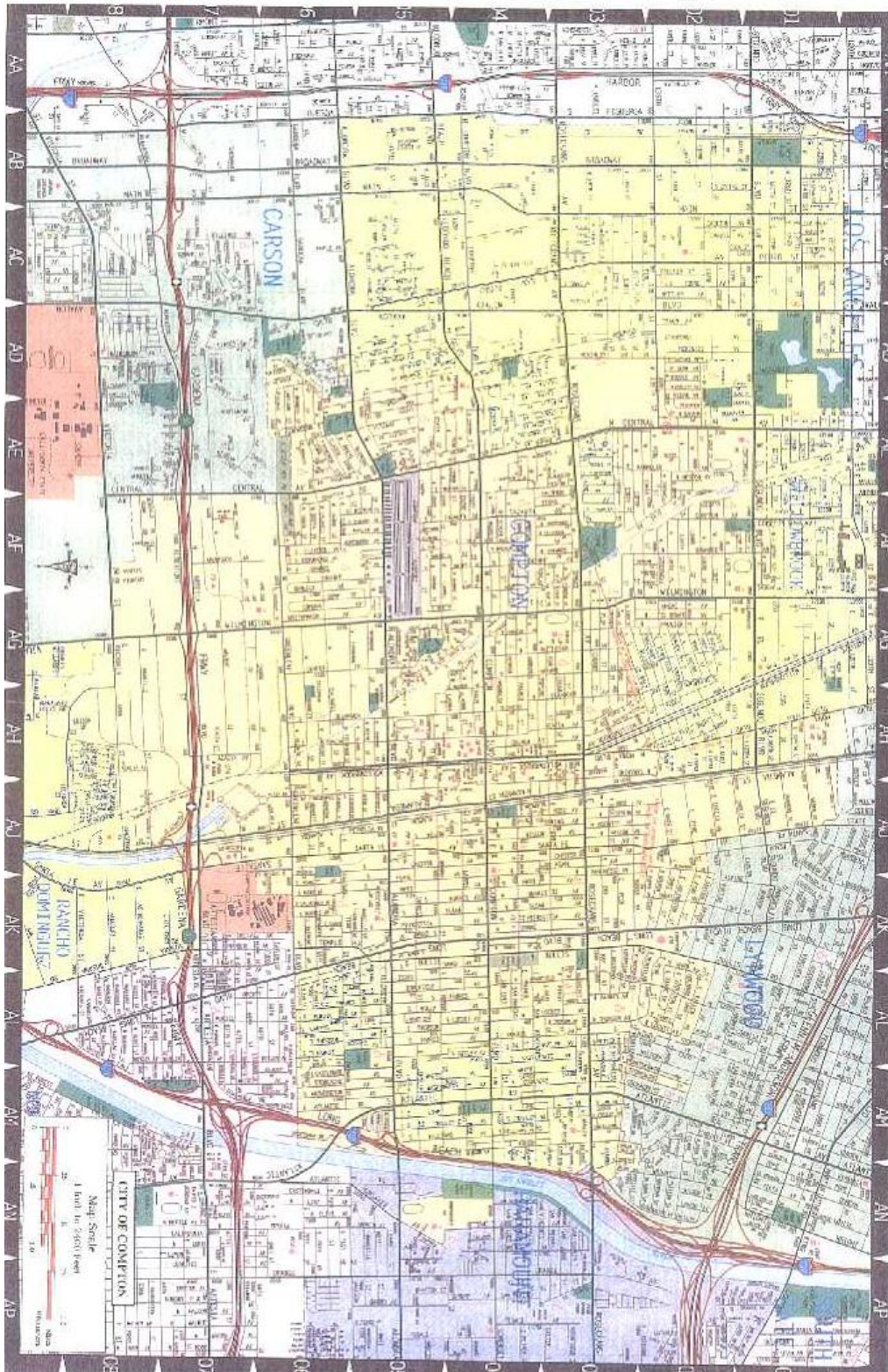
EXHIBIT A – ASSESSMENT ROLLS

The proposed assessment amounts for fiscal year 2014/2015 for the Landscape and Lighting District are sent under separate cover and hereby referenced to in this report. Parcel identification, for each lot or parcel within the District shall be the Assessor Parcel Numbers as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in fiscal year 2014/2015.

If any parcel submitted for assessment is identified by the County Auditor/Controller to be an invalid parcel number or the parcel Land Use changes for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment/Charge amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment/Charge rates approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment. Similarly, if a parcel Land Use changes, the assessment/charge amount applied shall be recalculated and applied according to the approved method of apportionment and assessment rates.

EXHIBIT B – CITY OF COMPTON'S DIAGRAM



RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER’S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON’S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2014/2015

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

6/5/2014 5:13:45 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

6/12/2014 12:43:02 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

6/10/2014 3:43:00 PM
DATE

Johnny Ford
CITY MANAGER

6/9/2014 5:24:39 PM
DATE

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

June 17, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE ENGINEER'S REPORT OF WILL DAN FINANCIAL
SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE
CHARGE FOR FISCAL YEAR 2014/2015**

SUMMARY

This resolution will approve the Engineer's Report for the Sewer Service Charge for Fiscal Year 2014/2015.

BACKGROUND

At the City Council meeting held on May 27, 2014, the City Council adopted resolutions Initiating Proceedings, Preliminarily Accepting the Engineer's Report, Declaring its Intention to Levy and Collect Assessments and Charges, and appointing a time and place for hearing protests for the Sewer Service Charge for Fiscal Year 2014/2015.

The time for the hearing of protests is set for June 17, 2014, at 5:50 p.m. to be held in the City Council Chambers, 205 South Willowbrook Avenue, Compton, California.

STATEMENT OF THE ISSUE

These funds are required to operate the sewer collection system in the City of Compton for Fiscal Year 2014/2015.

RECOMMENDATION

Staff recommends approval of the attached resolution.

**GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

GHD/GK/daj

Attachments: FY 2014/2015 Engineer's Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING THE ENGINEER’S REPORT OF WILLDAN
FINANCIAL SERVICES FOR THE CITY OF COMPTON’S SEWER
SERVICE CHARGE FOR FISCAL YEAR 2014/2015**

WHEREAS, the City Council pursuant to provisions of the California Constitution and provisions of the City of Compton Municipal Code (hereinafter referred to as the “Municipal Code”) did by previous Resolution, order the preparation of the Fiscal Year 2014/2015 Engineer’s Report for the Sewer Service Charge (hereinafter referred to collectively as the “Districts”), and

WHEREAS, the City Council pursuant to applicable provisions of the Act or Municipal Code proposes to levy and collect assessments and charges against lots and parcels of land within the Districts for the Fiscal Year 2014/2015, to pay the maintenance, servicing and operation of the improvements related thereto, and

WHEREAS, Willdan Financial Services (the designated Engineer) in accordance with *Section 22623* of the Act and provisions of the Municipal Code, has prepared and filed with the City Clerk an Engineer’s Report for Fiscal Year 2014/2015, and said report has been presented to the City Council and is incorporated herein by reference, and

WHEREAS, this City Council has examined and reviewed the Engineer’s Report as presented, and is preliminarily satisfied with the description of the Districts, the improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer’s Report or as modified by Council action and incorporated herein.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Engineer’s Report as presented is hereby approved pursuant to *Section 22623* of the Act and provisions of the Municipal Code, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. Copies of this Resolution shall be filed in the offices of the City Manager, City Controller and Public Works/Municipal Utilities.

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

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council 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 _____, 2014.

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



City of Compton

Sewer Service Charge

2014/2015 PRELIMINARY ENGINEER'S REPORT

Public Hearing: June 17th, 2014

27368 Via Industria
Suite 110
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial



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I. INTRODUCTION

To ensure a flow of funds for a portion of the ongoing maintenance and operation of the sanitary sewer facilities, within the boundaries of the City of Compton, the City Council has previously established a Sewer Service Charge.

On November 5, 1996, California voters approved Proposition 218. This Constitutional amendment was the latest in a series of initiatives altering the revenue-raising discretion of California local agencies. The provisions of the Proposition are set forth in California Constitutional Articles XIII C and XIII D.

As relevant to the City of Compton Sewer Service Charge, California Constitution Article XIII D, Sections 1 through 5, provide for additional substantive and procedural requirements, as outlined below.

Proposition 218 defines, “Assessments” as:

“... any levy or charge by an agency upon real property that is based upon the special benefit conferred upon the real property... “Assessment” includes, but is not limited to, “special assessment,” “benefit assessment,” “maintenance assessment” and “special assessment tax.” ...”

Article XIII D Section 2(e) of the Constitution of the State of California defines “Charges” as:

“...“charge” means any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service.”

Although District assessments and charges are generally collected on the property tax rolls, District “assessments” and “charges” are not “taxes.” Assessments and charges are distinct from the regular one percent (1%) property tax and property tax debt overrides in that assessment rates and charges are not levied on an ad valorem basis. The Sewer Service levy is considered a charge under Proposition 218.

Proposition 218 requires that beginning July 1, 1997, all new and existing assessments (with some exceptions) conform to new substantive and procedural requirements. However, certain assessments are exempted from the conformity requirement until they are increased. Generally, these exemptions include:

- Assessments used exclusively to fund sidewalks, streets, sewers, water, flood control, drainage systems, or vector control.
- Assessments used exclusively for bond repayments, the cessation of which would violate the Contract Impairment Clause of the U.S. Constitution.
- Assessments previously approved by a majority of voters.
- Assessments approved by all the property owners at the time the assessments were initially imposed.

The City Council has previously determined that the charges for the Sewer Service constitute a continuation of charges existing on the effective date of Article XIII D, that the assessments and charges were imposed exclusively to finance the maintenance and operation expenses for sewers and that the charges as they existed before July 1, 1997 are exempt from the requirements of Article XIII D, Section 4 of the California Constitution. In that the charges are used exclusively to fund sewers under the provision for exemption defined in Section 5(a) of the Article.

This Report for the City of Compton Sewer Service Charge ("Charge") has been prepared pursuant to the order of the City of Compton, in compliance with City Municipal Code ("Code") and statutory requirements for the State of California. The Report covers Fiscal Year 2014/2015 beginning July 1, 2014 and ending June 30, 2015.

II. IMPROVEMENTS

The monies collected by the City for the Charge are used for the maintenance of the existing sanitary sewer system and repayment of a portion of sewer bonds previously issued for the reconstruction of the City's sewer system. Maintenance includes the repair or replacement of damaged mains, manholes and appurtenant structures in order to maintain the system for the health, safety and welfare of the parcels charged within the City, all work to be performed within public streets or rights-of-way.

III. METHODOLOGY

The Charge is levied on the basis of historical water consumption data. Past studies have shown a high degree of correlation between water consumption and sewer discharge for a majority of the users within the area. As shown below, fees for the respective users have been divided into six (6) use zones ("Zones"). The Zones are identified as follows:

Zone	Type of User	Average Monthly Water Consumption
1	Residential & Small Commercial	Less than 10,000 cu. ft.
2	Commercial & Industrial	10,000 to 25,000 cu. ft.
3	Commercial & Industrial	25,000 to 50,000 cu. ft.
4	Commercial & Industrial	50,000 to 75,000 cu. ft.
5	Commercial & Industrial	More than 75,000 cu. ft.
6	Vacant lots, Seniors, Septic Tank Users, Public Property & Disabled Citizens	Exempt

A flat fee for residential users has been utilized, while a sliding fee for commercial and industrial users was determined to be the most equitable for said users within the City of Compton. Zone 6 provides for exemptions from the Charge for vacant lots properties that have septic tanks, properties currently owned by senior or disabled citizens, and publicly owned properties. Exemptions are applied upon receipt and filing of an application for such exemption with the City.

The City of Compton has historically recognized that senior citizens and the disabled have a water usage which is lower than other housing units and that the cost of such reduced usage services are covered in the main part by general property taxes and other City revenues and not by direct application of the Sewer Service Charge.

The City of Compton Public Works Department has determined that the rate of sewer service charge for all the assessable parcels within the limits of the City of Compton for Fiscal Year 2014/2015 shall remain the same as Fiscal Year 2013/2014. The total estimated charged for sewer service for all parcels is \$928,410

In order to ensure timely and efficient collections of the sewer service charges, the City of Compton utilizes the Los Angeles County Assessor's office property tax billing system for collection of the sewer service charges. Upon receipt of the sewer service charges through the property tax billing system, the funds received by the Los Angeles County Assessor's office are forwarded to the City of Compton and are placed in a designated fund for exclusive use of the operation and maintenance of the sewer system of the City of Compton.

IV. DISTRICT BUDGET

The following describes the costs funded through the Charge and shown in the budget.

Maintenance Costs (Labor, Benefits, and Equipment) – Includes all labor, material and equipment required to properly maintain and service the sewer system by City staff and others. All improvements within the District will be maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required.

Debt Service – Pledged revenues under the Trust Agreement for the payment of Bonds issued for the reconstruction of the sewer system.

Administration – The cost of City department staff personnel involved in providing the coordination for maintenance and servicing, responding to public concerns and levying and collecting assessments. This includes, where appropriate, reimbursement for time spent by other City staff such as, Finance and Accounting, the City Attorney, the City Manager, City Council and the Public Works staff. The cost also includes contracts with professionals to provide additional engineering or administrative services specific to the District and County fees.

Reserve Fund Transfer/(Contributions) – Represents contributions or transfers of funds from the reserve fund.

Other Revenues/General Fund (Contributions) – Represents revenue from other sources such as the City of Compton General Fund.

Total Net Estimated Cost – Total direct cost plus total administrative costs and transfers from/to the rebate reserve fund or contributions from other revenue sources.

Total Parcels – The total number of parcels within the District.

Total Parcels Levied – The total number of parcels within the District that will be charged for the Fiscal Year.

Charge Amount – The total amount to be charged this Fiscal Year.

TABLE I – PROPOSED BUDGET FISCAL YEAR 2014/2015

CITY OF COMPTON	
SEWER SERVICE CHARGE	
FY 2014/2015 Budget	
DIRECT COSTS	
Maintenance Costs	-
Labor	-
Benefits	7,111
Machinery & Equipment	43,519
Debt Service	713,240
TOTAL DIRECT COSTS	\$763,870
ADMINISTRATION COSTS	
County Administration	\$4,094
Other Professional Services	170,300
TOTAL ADMINISTRATION COSTS	174,394
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMINISTRATION COSTS	\$938,264
Other Revenues/General Fund (Contributions)	0
Unfunded Costs	(9,854)
Total Net Estimated Cost	\$928,410
DISTRICT STATISTICS	
Total Parcels	20,347
Total Parcels Levied	16,377
Charge Amount	\$928,410

**CITY OF COMPTON
SEWER SERVICE CHARGE
FISCAL YEAR 2014/2015**

TABLE II –CHARGE SUMMARY

ZONE	TYPE OF USER	AVERAGE MONTHLY WATER USAGE (CUBIC FEET)	NUMBER OF PARCELS	ANNUAL CHARGE (\$)	ANNUAL REVENUE (\$)
1	Residential & Small Commercial	Less than 10,000	16,125	54	870,750
2	Commercial & Industrial	10,000 to 25,000	161	135	21,735
3	Commercial & Industrial	25,000 to 50,000	43	270	11,610
4	Commercial & Industrial	50,000 to 75,000	23	405	9,315
5	Commercial & Industrial	More than 75,000	25	600	15,000
6	Vacant Lots, Septic Tanks, Senior and Disabled Citizens	Exempt	3,970	0	0
TOTAL			20,347	N/A	928,410

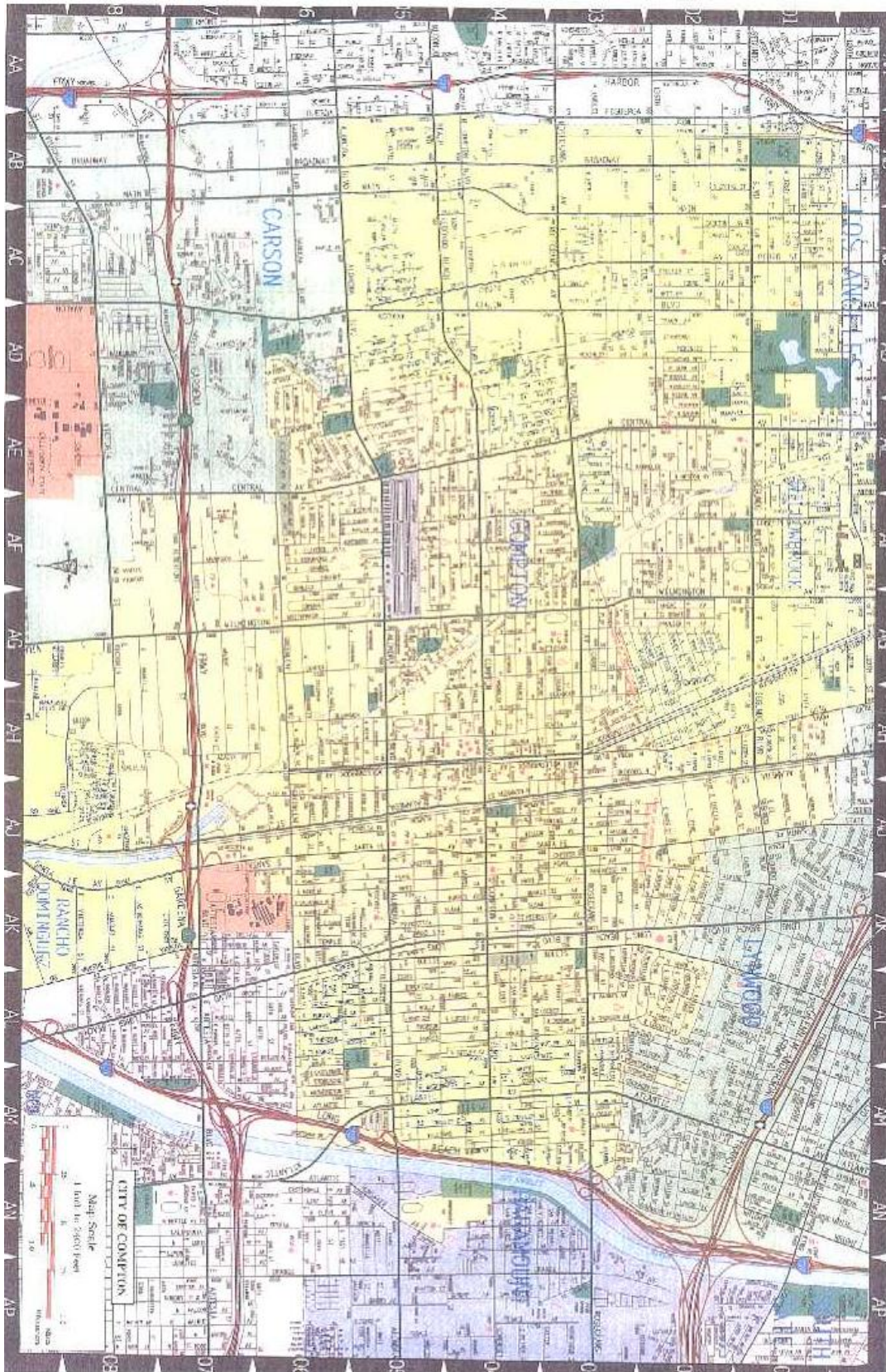
EXHIBIT A – ASSESSMENT ROLL

The proposed assessment amounts for Fiscal Year 2014/2015 for the Sewer Service Charge are sent under separate cover and hereby referenced to in this Report. Parcel identification, for each lot or parcel within the District shall be the Assessor Parcel Numbers as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2014/2015.

If any parcel submitted for assessment is identified by the County Auditor/Controller to be an invalid parcel number or the parcel Land Use changes for the current Fiscal Year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment/Charge amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment/Charge rates approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment. Similarly, if a parcel Land Use changes, the assessment/charge amount applied shall be recalculated and applied according to the approved method of apportionment and assessment rates.

EXHIBIT B – CITY OF COMPTON'S DIAGRAM



RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER’S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON’S SEWER SERVICE CHARGE FOR FISCAL YEAR 2014/2015

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

6/5/2014 5:14:48 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

6/10/2014 12:31:31 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

6/10/2014 3:40:51 PM
DATE

Johnny Ford
CITY MANAGER

6/9/2014 5:12:10 PM
DATE

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

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL
YEAR 2014/2015**

SUMMARY

This resolution will approve the Ordering of the Levy and Collection of Assessments Charges on the Lighting and Landscape District No.1 for Fiscal Year 2014/2015.

BACKGROUND

At the City Council meeting held on May 27, 2014, the City Council adopted resolutions Initiating Proceedings, Preliminarily Accepting the Engineering Report, Declaring its Intention to Levy and Collect Assessments and Charges, and appointing a time and place for hearing protests for the Lighting and Landscape District No. 1 for Fiscal Year 2014/2015.

The time for the hearing of protests is set for June 17, 2014, at 5:50 p.m. to be held in the City Council Chambers, 205 South Willowbrook Avenue, Compton, California.

STATEMENT OF THE ISSUE

These funds are required to operate the street lighting and landscaping in the City of Compton for Fiscal Year 2014/2015. The action of this meeting is to hold the noticed public hearing. The City Council will receive public comments and makes any revisions deemed essential.

RECOMMENDATION

Staff recommends approval of the attached resolution.

**GLEN W. C. KAU, P.E., DIRECTOR
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
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE
LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2014/2015**

WHEREAS, the City Council of the City of Compton has by previous resolution initiated proceedings and declared its intention to levy and collect assessments against lots and parcels of land within the Landscape and Lighting District No.1 (hereinafter referred to as the “District”) for Fiscal Year 2014/2015, pursuant to the provisions of the Landscaping and Lighting Act of 1972. Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereinafter referred to as the “Act”); and

WHEREAS, the designated Assessment Engineer, Willdan Financial Services has prepared and filed with the City Clerk of the City of Compton and the City Clerk has presented to the City Council the Engineer’s Report (hereinafter referred to as the “Report”) in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2014 and ending June 30, 2015, to pay the costs and expenses of operating, maintaining and servicing landscaping, lighting and appurtenant facilities located within the District; and

WHEREAS, on June 17, 2014, the City Council held a public hearing to receive citizen input and comments on the proposed report and findings.

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

SECTION 1. The above recitals are true and correct.

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

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

- a) The land within the District will receive special benefit by the operation, maintenance and servicing of landscaping, lighting and appurtenant facilities within the boundaries of the District.
- b) The District includes all of the land receiving such benefit.
- c) The net amount to be assessed upon the lands within the District has been apportioned by a formula and method, which fairly distributes the net amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2014 and ending June 30, 2015.
- d) The proposed special benefit assessment calculated and apportioned for Fiscal Year 2014/2015 are consistent with the previously adopted Rate and Method and constitute a continuation of existing assessments. That the assessments are imposed exclusively to finance the maintenance, operation and servicing expenses for streets.

SECTION 4. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance, operation, administration and servicing of the improvements including streetlights, traffic signals, landscaping including turf, ground cover, shrubs and trees, irrigation systems, drainage systems, and all appurtenant facilities related thereto or that may be authorized pursuant to the provisions of the Act.

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

SECTION 6. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Compton Lighting and Landscape District No.1, and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in the Report.

SECTION 7. The adoption of this Resolution constitutes the District annual levy for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

SECTION 8. The Assessment Engineer selected by the City Council is hereby authorized and directed to file a copy of this Resolution and the assessments with the County Auditor of the County of Los Angeles no later than August 8, 2014.

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

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

ADOPTED this ____ day of _____, 2014.

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

Resolution No. _____
Page 3

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 _____, 2014.

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



Draft Copy – For Review Purposes Only

City of Compton

Landscape and Lighting District No. 1

2014/2015 PRELIMINARY ENGINEER'S REPORT

Intent Meeting: May 27, 2014
Public Hearing: June 17, 2014

Prepared on:

27368 Via Industria
Suite 110
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial



#11.

ENGINEER'S REPORT AFFIDAVIT

Establishment of Annual Assessments for the:

Landscape and Lighting District No. 1

**City of Compton
Los Angeles County, State of California**

This Report identifies the parcels within the District and all relevant zones therein, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2014.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Compton

By: _____

Jose Ometeotl, Project Manager
District Administration Services

By: _____

Richard Kopecky
R. C. E. #16742

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I. INTRODUCTION

The City of Compton (“City”) annually levies and collects special assessments in order to maintain the improvements that provide special benefit to properties within the Compton Landscape and Lighting District No.1 (“District”). Assessments are levied annually for the District pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the “1972 Act”).

The Engineer’s Report (“Report”) describes the District, applicable changes to the District, including any annexations or substantial changes in the improvements, and the proposed assessments for the fiscal year commencing July 1, 2014 and ending June 30, 2015 (“2014/2015”). The assessments are based on the historical and estimated cost to maintain the improvements that provide a special benefit to properties within the District and Zones, as described herein. The improvements within the District and the corresponding costs, including all expenditures, deficits, surpluses, revenues, and reserves, are assessed for each Zone.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessment Number by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed for special district benefit assessments on the tax roll.

Following consideration of all public comments and written protests at a noticed public hearing and review of the Engineer’s Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council may then order the levy and collection of assessments for fiscal year 2014/2015 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each assessable parcel in fiscal year 2014/2015.

II. PROVISIONS OF THE 1972 ACT

The Method of Apportionment described for the District utilizes commonly accepted assessment-engineering practices and have been established pursuant to the 1972 Act in compliance with the provisions of the California Constitution Article XIID. As generally defined, the improvements and the associated assessments for any district formed pursuant to the 1972 Act may include one or any combination of the following:

- 1) The installation or planting of landscaping.
- 2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- 3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- 5) The installation of park or recreational improvements including, but not limited to the following:
 - i. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - ii. Lights, playground equipment, play courts and public restrooms.
- 6) The maintenance or servicing, or both, of any of the foregoing.
- 7) The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.
- 8) Incidental expenses associated with the improvements including, but not limited to:
 - i. The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
 - ii. The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - iii. Compensation payable to the County for collection of assessments;
 - iv. Compensation of any engineer or attorney employed to render services;
 - v. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
 - vi. Costs associated with any elections held for the approval of a new or increased assessment.

III. DESCRIPTION OF THE DISTRICT AND SERVICES

A. GENERAL DESCRIPTION OF THE DISTRICT AND SERVICES

The District boundary is coterminous with the boundary of the City of Compton. The District consists of seven (7) distinct benefit zones ("Zones"):

ZONE	DESCRIPTIONS
1	Residential
2	Commercial
3	Heavy Manufacturing
4	Limited Manufacturing
5	Gateway Town Center
6	Churches
7	Exempt

A diagram showing the exterior boundaries of the District, the boundaries of designated Zones within the District has been previously filed in the office of the City Clerk and is incorporated herein by reference. For a detailed description of the lines and dimensions of any lots or parcels within the District, reference is made to the Los Angeles County

Assessor parcel maps for fiscal year 2014/2015, which are by reference made part of this Report.

The District provides for the maintenance, servicing and operation of landscape and lighting improvements within public easements and right-of-ways throughout the District.

Currently, there are 5,900 lights in the District, out of which approximately 1,200 lights are owned by the City. A plan showing the size and location of street lights and traffic signals to be installed, maintained and serviced and, in general, the landscaping and parkway maintenance to be performed in each Zone in the District is on file in the office of the City Clerk and is hereby made a part of this Report by reference.

The tables on the following pages show the street light and safety light inventory in the City.

STREET LIGHT INVENTORY

Location	Record #	I.D. #	Sequence #	Soffit	Metal Halide 250 WT 10' Globe	Metal Halide 150 WT	Metal Halide 250 WT
1 Compton Boulevard and Willowbrook Avenue Service West Road S-W Corner	61	495	1000-010	-	-	-	5
2 Compton Boulevard and Acacia Avenue Service S-E Corner	129	363	1000-020	-	-	-	6
3 Myrrh Street and Willowbrook Avenue Service N/W Corner	131	365	1000-030	-	-	-	8
4 Acacia Avenue and Myrrh Street Service N-E Corner	130	364	1000-040	-	-	-	3
5 Compton Boulevard between Oleander Avenue and Willowbrook Avenue N/W Corner	127	361	1000-050	-	-	-	12
6 Compton Boulevard and Wilmington Avenue South Median	62	496	1000-055	-	-	-	6
7 Compton Boulevard East of Wilmington Avenue	132	366	1000-060	-	-	-	4
8 Compton Boulevard between Kemp Avenue and Wilmington Avenue	133	203	1000-070	-	-	-	4
9 Wilmington Avenue Between School Street and Compton Boulevard	134	204	1000-080	-	-	-	7
10 Wilmington Avenue between Palmer Street and School Street	135	206	1000-090	-	-	-	7
11 Wilmington Avenue between Arbustus Street and Brazil Street	136	207	1000-100	-	-	-	4
Wilmington Avenue between Elm Street and Arbustus Street	114	185	1000-110	-	-	-	8
Wilmington Avenue between Maple Street Elm Street	228	238	1000-120	-	-	-	8
Wilmington Avenue between Maple Street and Rosecrans Avenue	139	210	1000-130	-	-	-	6
15 Wilmington Avenue between Rosecrans Avenue and Plum Street	97	165	1000-140	-	-	-	6
16 Wilmington Avenue between Plum Street and Cressey Street	121	199	1000-150	-	-	-	4
17 Wilmington Avenue between 137th Street and 139th Street	141	211	1000-170	-	-	-	4
18 Wilmington Avenue between Stockwell Street and 137th Street	116	628	1000-180	-	-	-	10
19 Wilmington Avenue between 134th Street and Stockwell Street	116	189	1000-190	-	-	-	10
20 Wilmington Avenue between 132nd Street and 134th Street	144	213	1000-200	-	-	-	10
21 Wilmington Avenue between 130th Street 132nd Street	108	497	1000-210	-	-	-	10
22 Wilmington Avenue between 130th Street and El Segundo Boulevard	146	241	1000-220	-	-	-	12
23 Wilmington Avenue and Stockwell Street South East Corner	152	373	1000-230	-	-	23	-
24 138th St & 139th St Between Wilmington Avenue and Paulsen Avenue	231	376	1000-234	-	-	10	-
25 Nord Street between Paulsen Avenue and Grape Avenue	151	372	1000-270	-	-	27	-
26 Nord Street between Anzac Avenue and Wilmington Avenue	264	619	1000-280	-	-	15	-
27 2007 North Kalsman Avenue	147	367	1000-300	-	-	21	-
28 Parmelee Avenue between Stockwell Street Piru Street	148	368	1000-310	-	-	16	-
29 Parmelee Avenue between 136th Street and 137th Street	149	369	1000-320	-	-	16	-
30 Parmelee Avenue between 137th Street and 138th Street	230	370	1000-330	-	-	24	-
31 Parmelee Avenue between 138th Street and 139th Street	265	620	1000-340	-	-	16	-

STREET LIGHT INVENTORY

	Location	Record #	I.D. #	Sequence #	Soffit	Metal Halide 250 WT 10' Globe	Metal Halide 150 WT	Metal Halide 250 WT
32	Alondra Boulevard and Wilmington Avenue Service N/W	267	622	1000-345	-	-	-	10
33	Alondra Boulevard and Kemp Avenue Service N/W	258	494	1000-350	-	-	-	10
34	Alondra Boulevard and Grandee Avenue Service N/W	27	67	1000-360	-	-	-	10
35	Alondra Boulevard and Northwood Avenue Service N/E	156	216	1000-370	-	-	-	10
36	Alondra Boulevard and Northwood Avenue Service N/W	31	71	1000-380	-	-	-	8
37	Alondra Boulevard and Tajauta Avenue Service N/W	158	217	1000-390	-	-	-	8
38	Alondra Boulevard and Nestor Avenue Service N/W	30	69	1000-400	-	-	-	8
39	Alondra Boulevard and Central Avenue Service North East Corner	268	623	1000-410	-	-	-	8
40	Wilmington Avenue between Greenleaf Boulevard & North of Carob Street	160	242	1000-430	-	-	-	8
41	Wilmington Avenue/North of Carob Street & South of Carob Street	207	261	1000-440	-	-	-	8
42	Wilmington Avenue South of Carob Street and North of Walnut Street	269	624	1000-450	-	-	-	8
43	Wilmington Avenue North of Walnut Street and South of Walnut Street	161	219	1000-480	-	-	-	8
	Wilmington Avenue North of Artesia Boulevard and Artesia Boulevard Overpass	162	220	1000-485	-	-	-	21
	Wilmington Avenue and Carob Street North East Corner Service	167	262	1000-490	-	-	16	-
46	Carob Street and Acacia Avenue North East Corner Service	274	635	1000-495	-	-	15	-
47	1825 South Acacia Avenue Service	168	263	1000-500	-	-	36	-
48	Walnut Street East of Wilmington Avenue South East Corner Service	275	636	1000-505	-	-	30	-
49	Walnut Street between Anderson Avenue and Wilmington Avenue	163	221	1000-510	-	-	26	-
50	Walnut Street between Anderson Avenue and Central Avenue	164	378	1000-520	-	-	14	-
51	Anderson Street from Artesia Boulevard to North of Walnut Street	165	379	1000-530	-	-	23	-
52	Alameda Street East between Alondra Boulevard and Tichenor Street	233	388	1000-545	-	-	8	-
53	Alameda Street East between Tichenor Street and Greenleaf Boulevard	239	447	1000-550	-	-	8	-
54	Alameda Street East between Greenleaf Boulevard and Auto Drive South	243	472	1000-555	-	-	7	-
55	Acacia Avenue and Artesia Freeway Underpass	169	381	1000-590	10	-	-	-
56	Central Avenue and Artesia Freeway Overpass	238	429	1000-605	-	-	-	8
57	Clemmer Drive and Tartar Lane Service North East Corner	177	389	1000-610	-	-	4	-
58	Rosecrans Avenue Overpass and Alameda Street	174	385	1000-640	-	-	-	30
59	Rosecrans Avenue Underpass and Alameda Street	174	454	1000-650	20	-	-	-
60	Palmer Street between Alameda Street and Chester Avenue	183	396	1000-660	-	-	13	-
61	Palmer Street between Long Beach Boulevard and Chester Avenue	182	395	1000-670	-	-	17	-
62	Long Beach Boulevard and Tucker Street Service North West Corner	185	399	1000-680	-	-	-	20
63	Long Beach and Kay Street Service North of North East Corner	217	404	1000-700	-	-	-	17

STREET LIGHT INVENTORY

	Location	Record #	I.D. #	Sequence #	Soffit	Metal Halide 250 WT 10' Globe	Metal Halide 150 WT	Metal Halide 250 WT
64	Long Beach Boulevard and Elm Street Service South West Corner	186	400	1000-720	-	-	-	15
65	Long Beach Boulevard and Elm Street Service South East Corner in Alley	220	405	1000-740	-	-	-	15
66	Long Beach Boulevard and Myrrh Street Service North West Corner in Alley	187	401	1000-750	-	-	-	16
67	Long Beach Boulevard and Myrrh Street Service North East Corner	221	403	1000-760	-	-	-	15
68	Long Beach Boulevard and Pauline Street Service North West Corner in Alley	188	402	1000-800	-	-	-	16
69	Long Beach Boulevard and Pauline Street Service South East Corner in Alley	214	406	1000-810	-	-	-	13
70	Stockton Street between Alhambra Avenue and Long Beach Boulevard	184	397	1000-840	-	-	16	-
71	Pine Street between Alhambra Avenue and Long Beach Boulevard	184	626	1000-842	-	-	16	-
72	Arlington Avenue between Alhambra Avenue and Long Beach Boulevard	235	398	1000-845	-	-	8	-
73	Compton Boulevard between Alameda Street West Road & Willowbrook Avenue East Road	59	360	1000-880	-	-	-	12
74	Laurel Street and Poinsettia Avenue Service South West Corner	180	393	1000-890	-	19	-	-
75	Laurel Street and Sloan Avenue Service South West Corner	181	394	1000-930	-	19	-	-
	114 North Holly Avenue	189	407	1000-970	-	22	-	-
	1617 E Palmer Street to 1905 E Palmer Street	192	411	2000-010	-	-	5	-
76	1613 E. San Luis To 1905 E. San Luis	190	409	2000-020	-	-	6	-
79	1609 San Marcus to 1905 San Marcus	191	410	2000-030	-	-	6	-
80	Alondra Boulevard between Santa Fe Avenue and Pearl Avenue	178	390	2000-040	-	-	18	-
81	Alondra Boulevard between Mayo Avenue & Poinsettia Avenue	179	391	2000-050	-	-	20	-
82	Alondra Boulevard between Poinsettia Avenue and Long Beach Boulevard	234	392	2000-060	-	-	6	-
83	Harbor Avenue/ Susana Road and Artesia Freeway Underpass	198	415	2000-070	12	-	-	-
84	Atlantic Avenue and 710 Freeway Underpass	194	412	2000-090	-	-	5	-
85	Artesia Boulevard and Alameda Street Connector Road	3	5	2000-095	-	-	-	10
86	Santa Fe Avenue and Artesia Freeway Underpass on Santa Fe Avenue	272	630	2000-100	8	-	-	-
87	Santa Fe Avenue and Artesia Freeway W/B Off Ramp Underpass	98	168	2000-100	12	-	-	-
88	Police Parking Lot and Heritage House	195	222	1000-630	-	-	-	8
TOTAL LIGHTS					62	60	491	474

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
1	Compton Boulevard and Willowbrook Avenue	61	294	-	8	-	-	-	-
2	Compton Boulevard and Acacia Avenue	46	106	-	4	-	-	-	-
3	Compton Boulevard and Oleander Avenue	57	287	-	2	-	-	-	-
4	Compton Boulevard and Aranbe Avenue	49	267	-	2	-	-	-	-
5	Compton Boulevard and Wilmington Avenue	62	297	-	4	-	-	-	-
6	Compton Boulevard and Dwight Avenue	53	277	-	4	-	-	-	-
7	Compton Boulevard and Tajauta Avenue	254	485	-	4	-	-	-	-
8	Compton Boulevard and Central Avenue	52	274	-	4	-	-	-	-
9	Compton Boulevard and Aprilia Avenue/ Deodora Avenue	48	109	-	4	-	-	-	-
10	Compton Boulevard and Wadsworth Avenue	202	419	-	1	-	-	-	-
11	Rosecrans Avenue and Willowbrook Avenue	96	160	-	-	8	-	-	-
12	Rosecrans Avenue and Acacia Avenue	77	114	-	4	-	-	-	-
13	Rosecrans Avenue and Oleander Avenue	93	152	-	2	-	-	-	-
14	Rosecrans Avenue and Aranbe Avenue	80	122	-	2	-	-	-	-
15	Rosecrans Avenue and Matthisen Avenue	91	148	-	2	-	-	-	-
16	Rosecrans Avenue and Wilmington Avenue	97	164	-	4	-	-	-	-
17	Wilmington Avenue and Poplar Street	114	186	-	2	-	-	-	-
18	Rosecrans Avenue and Dwight Avenue	85	134	-	2	-	-	-	-
19	Rosecrans Avenue and Fire Station	86	136	-	2	-	-	-	-
20	Rosecrans Avenue and Tajauta Avenue	95	158	-	2	-	-	-	-
21	Rosecrans Avenue and Parmelee Avenue	125	358	-	2	-	-	-	-
22	Rosecrans Avenue and Central Avenue	123	353	-	3	1	-	-	-
23	Central Avenue and 148th Street/ Brazil Street	39	87	-	-	2	-	-	-
24	Central Avenue at Piru Street/ Sam Littleton/ Stockwell Street	38	85	-	4	-	-	-	-
25	El Segundo Boulevard and Slater Avenue/ Parmelee Avenue	66	306	-	4	-	-	-	-
26	El Segundo Boulevard and Compton Avenue	64	301	-	4	-	-	-	-
27	El Segundo Boulevard and Grandee Avenue	65	303	-	4	-	-	-	-
28	El Segundo Boulevard and Wilmington Avenue	203	422	-	4	-	-	-	-
29	Wilmington Avenue and 131st Street	108	173	-	-	4	-	-	-
30	Wilmington Avenue and Stockwell Street	116	190	-	-	3	-	-	-
31	Wilmington Avenue and 139th Street	109	174	-	2	-	-	-	-
32	Willowbrook Avenue and Myrrh Street	107	344	-	-	8	-	-	-
33	Acacia Avenue and Myrrh Street	2	2	-	5	-	-	-	-

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
34	Alondra Boulevard and Willowbrook Avenue	25	58	-	-	8	-	-	-
35	Alondra Boulevard and Acacia Avenue	10	22	-	2	-	-	-	-
36	Alondra Boulevard and Oleander Avenue	21	47	-	2	-	-	-	-
37	Alondra Boulevard and Center Street	15	33	-	2	-	-	-	-
38	Alondra Boulevard and Wilmington Avenue	26	62	-	4	-	-	-	-
39	Wilmington Avenue and Laurel Street	113	181	-	1	3	-	-	-
40	Alondra Boulevard and Central Avenue	16	35	-	3	-	-	-	-
41	Central Avenue and 156th Street	40	90	-	2	-	-	-	-
42	Alondra Boulevard and Caswell Avenue	14	30	-	2	-	-	-	-
43	Alondra Boulevard and Aprilia Avenue	200	225	-	2	-	-	-	-
44	Central Avenue and Caldwell Street	205	230	-	4	-	-	-	-
45	Central Avenue and Greenleaf Boulevard	253	483	-	4	-	-	-	-
46	Central Avenue and Saint George Warehouse	257	489	-	-	2	-	-	-
47	Central Avenue and Walnut Street	43	97	-	4	-	-	-	-
48	Central Avenue North Side and Artesia Boulevard	44	100	-	3	-	-	-	-
49	Central Avenue South and Albertoni Street/ Artesia Boulevard	45	103	-	-	4	-	-	-
50	Central Avenue and Mahalo Place/ Radbard Street	42	95	-	-	2	-	-	-
51	Wilmington Avenue and Caldwell Street	111	176	-	-	2	-	-	-
52	Greenleaf Boulevard and Wilmington Avenue	70	315	-	-	4	-	-	-
53	Wilmington Avenue and Carob Street	112	179	-	-	3	-	-	-
54	Wilmington Avenue and Walnut Street	118	194	-	-	2	-	-	-
55	Wilmington Avenue North Side and Artesia Boulevard	119	197	-	-	3	-	-	-
56	Wilmington Avenue South Side and Artesia Boulevard	120	350	-	-	3	-	-	-
57	Wilmington Avenue and Ralph	115	187	-	-	4	-	-	-
58	Wilmington Avenue and Victoria Street	117	191	-	-	4	-	-	-
59	Victoria Street and Telephone Company	105	341	-	-	2	-	-	-
60	Artesia Boulevard and Acacia Avenue	32	72	-	-	3	-	-	-
61	Compton Boulevard and Douglas DollarHide Drive	59	290	-	-	4	-	-	-
62	Compton Boulevard and Alameda Street	47	264	-	-	-	-	-	8
63	Compton Boulevard and Santa Fe Avenue	58	111	-	-	4	-	-	-
64	Compton Boulevard and Mayo Avenue	56	284	-	-	4	-	-	-
65	Compton Boulevard and Long Beach Boulevard	55	281	-	-	8	-	-	-
66	Compton Boulevard and Bullis Road	51	271	-	-	4	-	-	-

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
67	Compton Boulevard and Bradfield Avenue	50	269	-	-	4	-	-	-
68	Compton Boulevard and Harris Avenue	124	356	-	-	4	-	-	-
69	Alameda Street and Palmer Street/ Carson Place	9	20	-	-	-	-	-	8
70	Palmer Street and Willow Avenue	276	637	-	-	4	-	-	-
71	Santa Fe Avenue and Palmer Street	102	335	-	-	4	-	-	-
72	Alameda Street and Elm Street	6	12	-	-	-	-	-	4
73	Rosecrans Avenue West Roadway and Alameda Street	79	119	-	-	2	-	-	-
74	Rosecrans Avenue East Roadway and Alameda Street	78	116	-	-	2	-	-	-
75	Rosecrans Avenue and Santa Fe Avenue	94	155	-	-	4	-	-	-
76	Santa Fe Avenue and Tucker Street	104	338	-	-	2	-	-	-
77	Santa Fe Avenue and Pine Street	201	416	-	-	2	-	-	-
78	Rosecrans Avenue and Mayo Avenue	92	150	-	-	2	-	-	-
79	Long Beach Boulevard and Palmer Street	74	324	-	-	4	-	-	-
80	Rosecrans Avenue and Long Beach Boulevard	90	145	-	-	4	-	-	-
81	Long Beach Boulevard and Tucker Street	76	327	-	-	2	-	-	-
82	Long Beach Boulevard and Arlington Avenue/ Pine Street	71	318	-	-	4	-	-	-
83	Bullis Road and Pine Street	37	83	-	-	2	-	-	-
84	Rosecrans Avenue and Bullis Road	83	130	-	-	4	-	-	-
85	Rosecrans Avenue and Bradfield Avenue	82	127	-	-	4	-	-	-
86	Rosecrans Avenue and Pannes Avenue	263	618	-	-	3	-	-	-
87	Rosecrans Avenue and Harris Avenue	89	143	-	-	2	-	-	-
88	Rosecrans Avenue and Gibson Avenue	87	139	-	-	3	-	-	-
89	Atlantic Avenue and San Vicente Street	36	81	-	-	4	-	-	-
90	Myrrh Street and Alameda Street	240	450	-	-	-	-	-	8
91	Alondra Boulevard and Tamarind Avenue	24	55	-	-	2	-	-	-
92	Alondra Boulevard and Alameda Street	11	24	-	-	-	-	-	8
93	Alondra Boulevard and Santa Fe Avenue	23	52	-	-	4	-	-	-
94	Santa Fe Avenue and Myrrh Street	101	332	-	-	2	-	-	-
95	Alondra Boulevard and Mayo Avenue	20	44	-	-	4	-	-	-
96	Alondra Boulevard and Poinsettia Avenue	22	49	-	-	4	-	-	-
97	Long Beach Boulevard and Myrrh Street	73	322	-	-	4	-	-	-
98	Alondra Boulevard and Long Beach Boulevard	19	41	-	-	4	-	-	-
99	Alondra Boulevard and Bradfield Avenue	13	28	-	-	2	-	-	-

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
100	Alondra Boulevard and Harris Avenue	17	38	-	-	2	-	-	-
101	Alondra Boulevard and White Avenue	199	224	-	-	2	-	-	-
102	Alondra Boulevard and Atlantic Avenue	122	200	-	-	8	-	-	-
103	Long Beach Boulevard and Bullis Road/ Temple Avenue	72	320	-	-	5	-	-	-
104	Greenleaf Boulevard and Plaza Drive/ Tamarind Avenue	284	645	-	-	4	-	-	-
105	Greenleaf Boulevard and Alameda Street	68	311	-	-	8	-	-	-
106	Greenleaf Boulevard and Santa Fe Avenue	100	330	-	-	4	-	-	-
107	Alameda Street and Towne Center Drive	280	641	-	-	2	-	-	-
108	Alameda Street and Auto Drive South	204	227	-	-	2	-	-	-
109	Alameda Street and Artesia Boulevard North Off Ramp	4	9	-	-	4	-	-	-
110	Artesia Boulevard and Alameda Street Connector Road	3	5	-	-	-	-	-	-
111	Crystal Park Hotel and Artesia Boulevard	35	78	-	-	2	-	-	-
112	Alameda Street and Manville Street	8	17	-	-	4	-	-	-
113	Santa Fe Avenue and Artesia Boulevard	98	168	-	-	3	-	-	-
114	Artesia Boulevard and Harbor Avenue/ Susana Road	34	76	-	-	4	-	-	-
TOTAL				-	126	245	-	-	36

B. SPECIFICATIONS FOR MAINTENANCE AND SERVICING

The lighting and traffic signal system shall be maintained and serviced to provide adequate illumination and traffic control. Maintenance and servicing shall include but not be limited to removal, repair, replacement or relocation of light standards, traffic signals, poles, bulbs, fixtures, circuits and appurtenances.

The Southern California Edison Company, their successors, or assigns, shall furnish energy for lights and traffic signals. The level of illumination shall be adequate for the intended purpose in each Zone. Rates for energy shall be those authorized by the Public Utilities Commission, State of California.

The landscaping improvements include, but are not limited to, the operation, maintenance and servicing of ornamental structures, landscaping including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems and drainage devices located in public streets or rights-of-way within the boundaries of the District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the ornamental structures, landscaping and appurtenant facilities, including, but not limited to, repair, removal or replacement of all or part of any of the ornamental structures, landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease, or sandblasting and painting of walls and other improvements within the street area to remove or cover graffiti.

Servicing means the furnishing of electricity for the lighting and operation of the ornamental structures, landscaping and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping and appurtenant facilities.

The plans and specifications for the operation, maintenance and servicing of the landscaping are on file in the office of the City Clerk, the City Engineer and the various service departments where they are available for public inspection. The plans and specifications are voluminous and are not bound in this Report but by this reference are incorporated herein and made a part of this Report.

IV. METHOD OF APPORTIONMENT

A. GENERAL DESCRIPTION OF THE DISTRICT AND SERVICES

The District and assessments provide for the continued maintenance, servicing and operation of the improvements within the District boundaries. The District is divided into seven (7) distinct benefit Zones categorized by land use and the special benefit received from the improvements as outlined in Section IV B. It has been determined that the assessed parcels receive special benefits from the improvements. It is the opinion of the public works supervisors that, on a long-term basis, an equality of effort and expenditure is achieved throughout the District.

Parcels identified as being within the District share in both the cost and the benefits of the improvements. The costs associated with the improvements, are equitably spread between benefiting parcels within the District. Only parcels that receive benefit from the improvements are assessed, and each parcel is assessed in proportion to the estimated special benefit received. The funds collected from the assessments are dispersed and used for the maintenance, services and operation of the improvements provided within the District. Properties receive the following special benefits from the District improvements:

Adequate lighting on public streets and traffic signals to control the flow of traffic and pedestrians are considered important for their contribution to public convenience and safety. Protection of property and reduction of traffic accidents are specific benefits that properties realize within the District. The lighting benefit is directly related to safety and property protection and therefore increases the perceived and actual usability of residential, commercial and industrial properties. Placement of and the intensity of street lighting has received past and ongoing studies by the City officials and consultants with the intent of intensifying such lighting in the area from the curb to the property line and also the onsite level of lighting. Traffic signals contribute to the control of traffic, thereby providing a measure of safety and pedestrian and vehicular accessibility to residential, commercial and industrial properties. Community activities are increased when public infrastructure such as street lights and traffic signals are in place, improved, operable, safe and well maintained.

The maintenance of parkways, including landscaping and trees is of necessity, an ongoing and long-range activity. Properties within the District receive special benefit from the landscaping improvements through improved erosion resistance, dust and debris control, reduced vandalism, enhanced urban environment and improved aesthetic appeal of the properties. As a result of the age of the development of various areas, the level of deterioration within the City and in particular neighborhoods is different, requiring different types and levels of maintenance effort. The intent of the public works staff is to reduce complaints and problems while achieving an acceptable level of maintenance in all areas. The ongoing attempt is to achieve clean, graffiti free streets while maintaining the newer areas and upgrading the older areas.

B. METHODOLOGY

The assessments and method of apportionment described in this Report utilizes commonly accepted assessment engineering practices and have been established pursuant to the 1972 Act. Any new or increased assessment will be subject to the substantive and procedural requirements of the Constitution, Article XIID, Section 4.

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed among all assessable parcels in proportion to the estimated benefits to be received by each parcel from the improvements. The benefit formula used should reflect the composition of the parcels, and the improvements and services provided, to fairly proportion the costs based on special benefit to each parcel.

To reflect the composition of the parcels the District has been divided into seven (7) distinct benefit Zones as follows:

ZONE	DESCRIPTIONS
1	Residential
2	Commercial
3	Heavy Manufacturing
4	Limited Manufacturing
5	Gateway Town Center
6	Churches
7	Exempt

The methodology is based on the parcel's land use and size compared to other parcels that are associated with the improvements. For example, an examination of the lighting pattern and lumens of light provided indicates that the lighting intensity in general is much greater in front of non-residential properties than in residential areas or residential properties. The additional lighting provides greater benefit to such non-residential properties because it provides additional protection from robberies and vandalism and provides an enhanced appearance and increased safety in access to potential customers.

In the Residential Zone, all the parcels in the District receive a basic similar special benefit from the improvements, due to their similarity in use and proximity to the improvements. However with frontage a major factor in development and potential usage, adjusted front footage has been used as a measure of such development and use benefit.

In the Commercial Zones, the special benefit to each parcel is derived not only from the benefits to the property as described above, but also the enhancement of the property through the enhanced ability to attract clients, employees, and customers to the parcel. The estimated cost of the improvements in a Commercial Zone has been divided among the parcels within the Zone according to the adjusted front footage of each parcel in the Zone.

The City of Compton has traditionally recognized the role of church and schools in the community; the contribution of churches and church schools in meeting educational, welfare and recreational needs of youth and others; the influence of churches in stabilizing the community and thereby reducing crime and other costs; the role of churches in meeting the nutritional and emotional needs of senior and low income persons; and has partially recognized the reduced costs which are experienced by the community by reason of the above services to society by assigning a reduced assessment rate for churches.

Public property owned by any public agency and in use in the performance of a public function, which is included within the boundary of the District, shall not be subject to the assessment. Other properties that are considered exempt from the assessments are those that receive little or no benefit from the improvements, have restricted development or provide substantially similar improvements, such as, common areas, flood control drainage, right-of-way and rivers.

The cost of the improvements has been apportioned to all assessable parcels within the District on an adjusted front footage basis. Table II in the District Budget section of this Report shows the per lineal foot assessment within each of the seven (7) Zones based on the three improvement categories composed of lighting, landscape and traffic signals.

The Los Angeles County Assessor's maps were utilized to determine the front footage of each respective parcel within the District. Adjustments have been made to the frontage shown in the Assessor's maps for corner, odd shaped and interior (no street frontage) lots. The criteria used to determine front footage is as follows:

LOT	CRITERIA
1. Rectangular Lots	Street frontage on a public street
2. Irregular Shaped Lots	(a) Width of lot at set back line, or (b) Average of front and rear lot line lengths, or (c) Street frontage, whichever is most representative of benefit
3. Flag Lots	One-half of the lot width as measured on the rear lot line, which is parallel to the public street
4. Corner Lots	The narrowest frontage on a public street if residential, average of both frontages if non-residential
5. Interior Parcels	Front footage and number of parcels
6. Condominiums	Front footage and number of parcels

Other unusual or rarely occurring conditions shall be treated in accordance with the Landscape and Lighting District Procedures Manual or based on prior accepted procedures.

C. ASSESSMENT

Assessment is comprised of three categories: lighting, landscape and signals. Assessment rate per front foot for each of the three categories are outlined in Table II of this report. As an example, for a residential parcel with front footage of 50 feet, total assessment amount is calculated as follows:

$$(50 * \$0.935 \text{ [lighting assessment]}) + (50 * \$1.886 \text{ [landscape assessment]}) + (50 * \$0.244 \text{ [signals assessment]}) = \$153.25$$

V. DISTRICT BUDGETS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the improvements for the fiscal year, incidental expenses, and may include reserves to operate the District until assessment collections are transmitted to the City from the County.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution must be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within the District is the total cost of installation, maintenance, and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

The estimated net amount to be assessed for fiscal year 2014/2015 is \$4,207,331. Table III shows a summary of the total assessments per Zone for the three improvement categories of lighting, landscape and traffic signals. The rates of assessment are the same as the rates approved in fiscal year 2013/2014.

A summary of the estimated costs for the District for fiscal year 2014/2015 is shown in Table I of this Section.

A. DESCRIPTION OF BUDGET ITEMS

The following describes the costs funded through the District and shown in the budget.

Maintenance Costs (Labor, Benefits and Material) - Includes all labor, material and equipment required to properly maintain, service and operate the improvements within the District by City staff and others. All improvements within the District will be maintained and serviced on a regular basis. The frequency and specific maintenance operations required will be determined by City staff and in certain instances are incorporated in the agreements with the Southern California Edison Company.

Utilities (Electricity and Water) - The furnishing of water required for the irrigation of the parkway and median landscaping and the maintenance of the ornamental structures and appurtenant facilities. The furnishing of electricity as required for the operation of the street lighting, traffic signals, parkway and median controls and appurtenant facilities, as outlined in agreements with the Southern California Edison Company and under rates as set by the Public Utilities Commission.

Maintenance and Repairs - Repairs that are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damage due to vandalism, storms and other natural occurrences, planned upgrades of the improvements and the cost of subcontractors for maintenance and other services, including tree trimming.

Graffiti Coating for SCE Light Poles - Funds to replace more than 2000 steel poles within the City of Compton with safer and more aesthetically pleasing concrete poles. This program will provide special coating of the new light poles to prevent graffiti and vandalism. The purchase will be made using the FY 2013-2014 L&L Funds.

Park Acquisition – Funds used to acquire the Compton Camp Fire Regional Activity Center site during F/Y 2013-2014 to be used as an open space recreational park.

Direct and Other Administration - The cost of City department staff personnel involved in providing the coordination for maintenance and servicing, responding to public concerns and levying and collecting assessments. This includes, where appropriate, reimbursement for time spent by other City staff such as, Finance and Accounting, the City Attorney, the City Manager, City Council and the Public Works staff.

Consultants and Professional Services - The costs of contracting with professionals to provide services specific to the levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. The costs charged by the County to place and collect the assessments on the County property tax rolls. These fees also include any additional administrative, legal, and engineering services specific to the District such as costs to prepare and mail notices of the Public hearing.

Reserve Collection/(Transfer) – Represents contributions or transfers of funds from the District reserve fund.

Other Revenues/General Fund (Contributions) – Represents revenue from other sources such as the City of Compton General Fund.

Total Net Estimated Cost - Total direct cost plus total administrative costs less any transfers from the reserve fund or contributions from other revenue sources.

Total Parcels – The total number of parcels within the District.

Total Parcels Levied – The total number of parcels within the District that will receive special benefit and be assessed for the fiscal year.

Total Front Footage – The total front footage of parcels within the District calculated according to the methodology detailed in this Report.

Assessment Amount – The total amount to be assessed this fiscal year.

B. FISCAL YEAR 2014/2015 PROPOSED BUDGET

The budget for fiscal year 2014/2015 is shown on the following page.

TABLE I – PROPOSED BUDGET

CITY OF COMPTON	
LANDSCAPE AND LIGHTING DISTRICT NO. 1 (PROPOSED)	
FY 2014/2015 Budget	
DIRECT COSTS	
Personnel	
Salary	\$102,861
Benefits	74,628
Training	34,711
Materials and Equipment	
Materials	299,736
Machinery & Equipment	380,473
Street Maintenance and Repair*	
Street Sweeping	584,715
Catch Basin Cleaning	0
Tree Trimming	200,000
Median Maintenance	200,000
Other Contract Services	200,000
Park Acquisitions	266,400
Utilities	
Electricity	1,300,000
Water (rubbish)	300,000
Debt Service	271,000
TOTAL DIRECT COSTS	\$3,948,124
ADMINISTRATION COSTS	
County Administration	\$4,877
Consultants & Professional Services	0
TOTAL ADMINISTRATION COSTS	\$4,877
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMIN COSTS	\$3,953,001
General Fund (Contribution)	0
Unfunded Costs**	0
Total Net Estimated Cost	\$3,953,001
DISTRICT STATISTICS	
Total Parcels	20,347
Total Parcels Levied	19,509
Total Front Footage Levied	1,125,868
Assessment Amount	\$4,207,331
FUND BALANCE	
Beginning Fund Balance	(\$916,195)
Adjustments	254,300
Anticipated Ending Balance as of 6/30/2015	(\$661,865)

*Includes Park Acquisition and Graffiti Coating for SCE Light Poles

**Unfunded Costs are due to expense exceeding revenues

**CITY OF COMPTON
LANDSCAPE AND LIGHTING DISTRICT NO. 1
FISCAL YEAR 2014/2015
TABLE II – ASSESSMENT RATE PER FRONT FOOT**

ZONE	ZONE DESCRIPTION	LIGHTING ASSESSMENT (\$)	LANDSCAPE ASSESSMENT (\$)	SIGNALS ASSESSMENT (\$)	TOTAL ASSESSMENT (\$)
1	Residential	0.935	1.886	0.244	3.065
2	Commercial	2.742	5.530	0.717	8.989
3	Heavy Mfg.	1.824	3.680	0.476	5.980
4	Limited Mtg.	1.018	2.054	0.266	3.338
5	Gateway Town Center	8.686	17.516	0.000	26.202
6	Churches	0.104	0.211	0.027	0.342
7	Exempt	0.000	0.000	0.000	0.000

**CITY OF COMPTON
LANDSCAPE AND LIGHTING DISTRICT NO. 1
FISCAL YEAR 2014/2015
TABLE III – SUMMARY OF ASSESSMENTS**

ZONE	NUMBER OF PARCELS	FRONT FOOTAGE	LIGHTING ASSESSMENT (\$)	STREET LANDSCAPE ASSESSMENT (\$)	SIGNALS ASSESSMENT (\$)	TOTAL ASSESSMENT (\$)
1	17,866	914,795.91	855,342.48	1,725,321.83	223,212.37	2,803,876.68
2	1,027	93,518.41	256,427.81	517,157.48	67,052.79	840,638.08
3	259	72,413.54	132,082.29	266,481.80	34,468.84	433,032.93
4	280	35,745.25	36,388.56	73,420.53	9,508.21	119,317.29
5	1	280.47	2,436.16	4,912.71	0.00	7,348.87
6	76	9,114.05	947.86	1,923.07	246.08	3,117.01
7	838	0.00	0.00	0.00	0.00	0.00
TOTAL	20,347	1,125,867.63	1,283,625.16	2,589,217.42	334,488.29	4,207,330.86

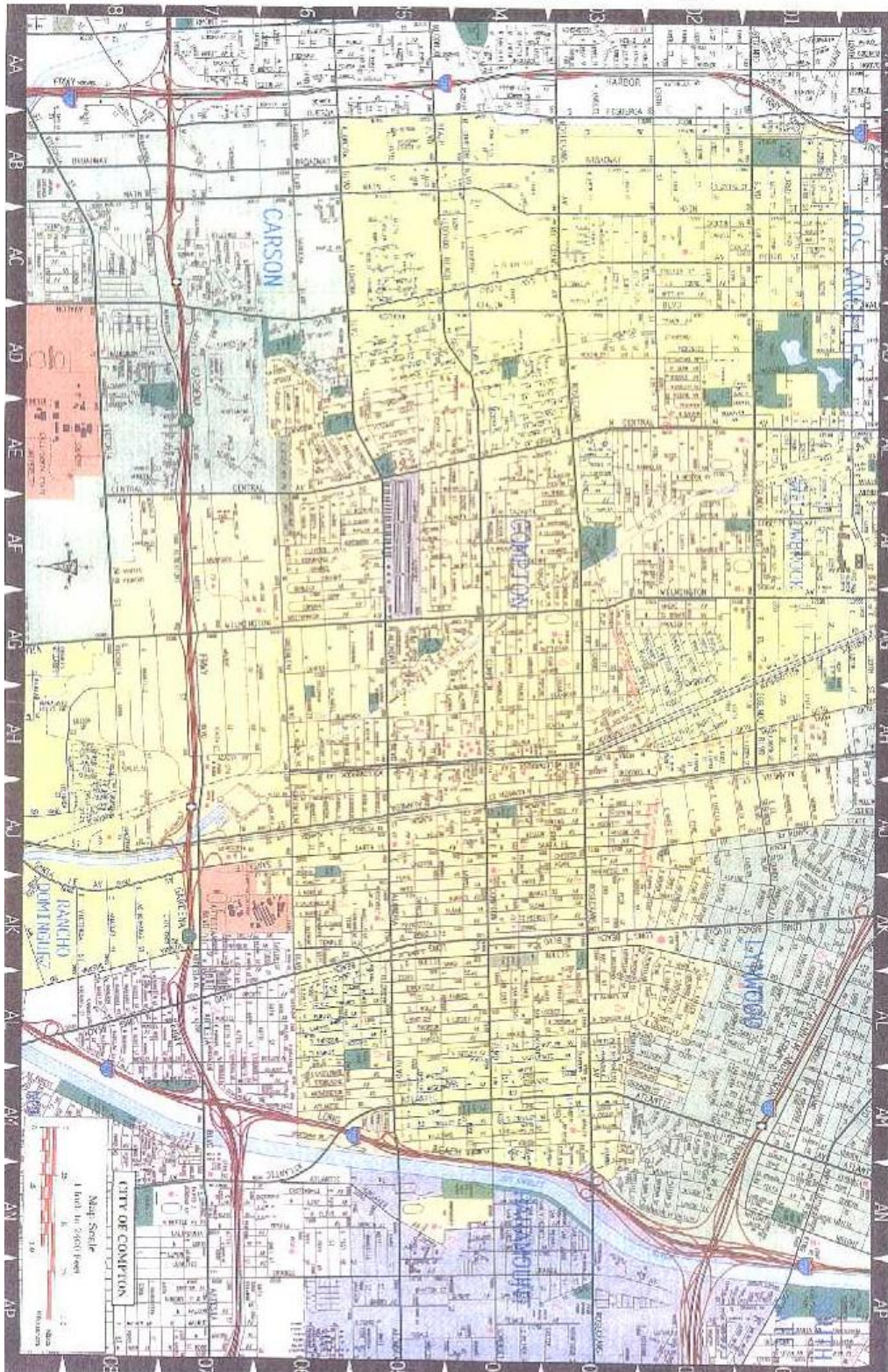
EXHIBIT A – ASSESSMENT ROLLS

The proposed assessment amounts for fiscal year 2014/2015 for the Landscape and Lighting District are sent under separate cover and hereby referenced to in this report. Parcel identification, for each lot or parcel within the District shall be the Assessor Parcel Numbers as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in fiscal year 2014/2015.

If any parcel submitted for assessment is identified by the County Auditor/Controller to be an invalid parcel number or the parcel Land Use changes for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment/Charge amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment/Charge rates approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment. Similarly, if a parcel Land Use changes, the assessment/charge amount applied shall be recalculated and applied according to the approved method of apportionment and assessment rates.

EXHIBIT B – CITY OF COMPTON’S DIAGRAM



RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2014/2015

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

6/5/2014 5:15:48 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

6/12/2014 12:12:37 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

6/10/2014 3:40:17 PM
DATE

Johnny Ford
CITY MANAGER

6/9/2014 5:06:31 PM
DATE

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

June 17, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W. C. KAU. P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF
SEWER SERVICE CHARGE FOR FISCAL YEAR 2014/2015**

SUMMARY

This resolution will approve Ordering the Levy and Collection of Assessments of Sewer Service Charge for Fiscal Year 2014/2015.

BACKGROUND

At the City Council meeting held on May 27, 2014, the City Council adopted resolutions Initiating Proceedings, Preliminarily Accepting the Engineer's Report, Declaring its Intention to Levy and Collect Assessments and Charges, and appointing a time and place for hearing protests for the Sewer Service Charge for Fiscal Year 2014/2015.

The time for the hearing of protests is set for June 17, 2014, at 5:50 p.m., to be held in the City Council Chambers, 205 South Willowbrook Avenue, Compton, California.

STATEMENT OF THE ISSUE

These funds are required to operate the sewer collection system in the City of Compton for Fiscal Year 2014/2015. The action of this meeting is to hold the noticed public hearing. The City Council receives public comment and makes any revisions deemed essential.

RECOMMENDATION

Staff recommends approval of the attached resolution.

**GLEN W. C. KAU. P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

GHD/GK/daj

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2014/2015

WHEREAS, the City Council of the City of Compton has by previous resolution initiated proceedings and declared its intention to levy and collect sewer service charges against lots and parcels of land within the City of Compton (hereinafter referred to as the “City”) for fiscal year 2014/2015; and

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

WHEREAS, the City Council desires to levy and collect service charges against parcels of land within the City for the fiscal year commencing July 1, 2014 and ending June 30, 2015, to pay the costs and expenses of operating, maintaining and servicing sewer facilities located within the City; and

WHEREAS, on June 17, 2014, the City Council held a public hearing to receive citizen input and comments on the proposed report and findings.

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

SECTION 1. The above recitals are true and correct.

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

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

- a) The land within the City will be benefited by the operation, maintenance and servicing of the sewer facilities within the boundaries of the City.
- b) The City includes all of the land receiving such benefit.
- c) The net amount to be charged upon the lands has been apportioned by a formula and method, which fairly distributes the net amount among chargeable parcels in proportion to the estimated benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2014 and ending June 30, 2015.
- d) The proposed charges for Fiscal Year 2014/2015 constitute a continuation of existing charges. That the charges are imposed exclusively to finance the maintenance, operation and servicing expenses for sewer facilities.

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

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

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

SECTION 7. The adoption of this Resolution constitutes the annual levy of the sewer service charge for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

SECTION 8. The Assessment Engineer selected by the City Council is hereby authorized and directed to file a copy of the Resolutions and charges with the County Auditor of the County of Los Angeles no later than August 8, 2014.

SECTION 9. Copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Treasurer and Public Works/Municipal Utilities Department.

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

ADOPTED this ____ day of _____, 2014.

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 _____, 2014.

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 SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2014/2015

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

6/5/2014 5:16:55 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

6/11/2014 11:57:41 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

6/10/2014 3:38:05 PM
DATE

Johnny Ford
CITY MANAGER

6/9/2014 5:00:45 PM
DATE

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

June 17, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: G. HAROLD DUFFEY, CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING THE REVISED REPAYMENT
SCHEDULE OF THE GENERAL FUND INTERNAL
BORROWING AND RESCINDING THE REPAYMENT
SCHEDULE ADOPTED IN RESOLUTION 23,447**

SUMMARY

This resolution is for the City Council to approve the revised repayment schedule regarding the amortization of the amounts owed by the General Fund to other internal funds.

BACKGROUND

The City Council adopted resolution number 23,447 of December 20, 2011 delineating an amortization plan to enable the General Fund repay the amounts owed to other funds. Among other things, the repayment plan showed the City's commitment to curtail General Fund expenditures and to ensure that General Fund has enough revenues in subsequent years to cover the expenditures without having to utilize the cash of other funds to pay for the General Fund expenditures.

STATEMENT OF ISSUE

The amortization plan entailed repayment of the General Fund internal borrowings over a 20-year period beginning from the fiscal year 2012-2013 to the 2030/2031 fiscal year. The former Independent Auditors of the City agreed to the 20-year repayment period. However, the City's current Independent Auditors recommended a shorter repayment period as well as other adjustments to the repayment plan. The repayment period has therefore been reduced to 15 years from 2012/2013 to 2026/2027.

The repayment plan approved by the City Council in 2011 utilized 3.50% interest rate representing a 20-year mortgage rate prevailing at the time of the 2011 resolution. It is necessary to utilize interest rate that represents the yield on the Local Agency Investment Fund (LAIF) where the City invests its funds. The applicable LAIF interest rate utilized in the revised repayment schedule is .0495%.

Staff Report-General Fund Repayment Plan

Page 2 of 3

The Auditors have confirmed based on their audit that the balance of the General Fund internal borrowings that should be subject to repayment plan is \$41,901,757 as of June 30, 2012. This total amount of \$41,901,757 owed to other funds consists of the following:

1. The amount of \$36,573,757 representing General Fund's net negative cash 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.
2. The amount of \$5,328,000 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.

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 accounts.

To achieve the repayment plan, it is necessary to curtail General Fund expenditures to ensure that the General Fund revenues are adequate to meet General Fund expenditures without having to use the cash belonging to other funds.

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.

Staff Report-General Fund Repayment Plan
Page 3 of 3

The revised amortization plan is shown below:

CITY OF COMPTON					
AMORTIZATION SCHEDULE - REPAYMENT BY GENERAL FUND					
Serial No.	Fiscal Year	Beginning Loan Balance	Interest 0.495%	Fiscal Year Repayment	Ending Loan Balance
1	2012/2013	\$ 41,901,757	\$ 207,414	\$ 100,000	\$ 42,009,171
2	2013/2014	\$ 42,009,171	\$ 207,945	\$ 200,000	\$ 42,017,116
3	2014/2015	\$ 42,017,116	\$ 207,985	\$ 1,300,000	\$ 40,925,101
4	2015/2016	\$ 40,925,101	\$ 202,579	\$ 2,500,000	\$ 38,627,680
5	2016/2017	\$ 38,627,680	\$ 191,207	\$ 3,000,000	\$ 35,818,887
6	2017/2018	\$ 35,818,887	\$ 177,303	\$ 3,000,000	\$ 32,996,190
7	2018/2019	\$ 32,996,190	\$ 163,331	\$ 3,300,000	\$ 29,859,521
8	2019/2020	\$ 29,859,521	\$ 147,805	\$ 3,300,000	\$ 26,707,326
9	2020/2021	\$ 26,707,326	\$ 132,201	\$ 3,500,000	\$ 23,339,527
10	2021/2022	\$ 23,339,527	\$ 115,531	\$ 4,000,000	\$ 19,455,058
11	2022/2023	\$ 19,455,058	\$ 96,303	\$ 4,000,000	\$ 15,551,361
12	2023/2024	\$ 15,551,361	\$ 76,979	\$ 4,000,000	\$ 11,628,340
13	2024/2025	\$ 11,628,340	\$ 57,560	\$ 4,000,000	\$ 7,685,900
14	2025/2026	\$ 7,685,900	\$ 38,045	\$ 4,000,000	\$ 3,723,945
15	2026/2027	\$ 3,723,945	\$ 18,434	\$ 3,742,379	\$ -

FINANCIAL IMPACT

The amount of repayment required for the current fiscal year is \$200,000. The City projected in the Fiscal Year 2013/2014 budget to have a surplus of over half a million dollars and to have enough cash to make the \$200,000 payment.

ALTERNATIVE

If not amended in line with the recommendations of the Auditors, the repayment plan may not meet the requirements of and not acceptable to the City current Auditors.

RECOMMENDATION

It is recommended that the attached resolution be adopted.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE REVISED REPAYMENT SCHEDULE OF THE GENERAL FUND INTERNAL BORROWING AND RESCINDING THE REPAYMENT SCHEDULE ADOPTED IN RESOLUTION 23,447

WHEREAS, the City Council adopted resolution number 23,447 of December 20, 2011 delineating repayment plan to enable the General Fund repay the amounts owed to other funds; and

WHEREAS, the repayment plan entailed amortization of the General Fund inter-fund debt over a 20-year period beginning from the fiscal year 2012-2013 to the 2030/2031 fiscal year; and

WHEREAS, the former Independent Auditors of the City agreed to the 20-year repayment period. However, the City's current Independent Auditors recommended a shorter repayment period as well as other adjustments to the plan. The repayment period has therefore been reduced to 15 years from 2012/2013 to 2026/2027; and

WHEREAS, the repayment plan approved by the City Council in 2011 utilized 3.50% interest rate representing a 20-year mortgage rate prevailing at the time of the 2011 resolution; and

WHEREAS, it is necessary to utilize interest rate that represents the yield on the Local Agency Investment Fund (LAIF) where the City invests its funds. The applicable LAIF interest rate utilized in the revised repayment schedule is .0495%; and

WHEREAS, the Auditors have confirmed based on their audit that the balance of the General Fund internal borrowings that should be subject to repayment plan is \$41,901,757 as of June 30, 2012. This total amount of \$41,901,757 owed to other funds consists of the following:

1. The amount of \$36,573,757 representing General Fund's net negative cash 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.
2. The amount of \$5,328,000 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; and

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 accounts; and

WHEREAS, it is also necessary to curtail General Fund expenditures 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 and that resolution number 23,447 containing prior repayment schedule is hereby rescinded.

Section 2. That the interest rate for the repayment schedule shall be based on the LAIF average annual yield of 0.495% prevailing as of the end of the 2010/2011 fiscal year when the 2011 repayment plan was formulated.

Section 3. That the repayment period of the plan is hereby reduced from 20 years to 15 years to satisfy the requirements of the City’s Independent Auditors.

Section 4. That the City Manager is authorized to appropriate enough funds in the General Fund budget to make the repayment in accordance with the revised amortization schedule shown below:

CITY OF COMPTON					
AMORTIZATION SCHEDULE - REPAYMENT BY GENERAL FUND					
Serial No.	Fiscal Year	Beginning Loan Balance	Interest 0.495%	Fiscal Year Repayment	Ending Loan Balance
1	2012/2013	\$ 41,901,757	\$ 207,414	\$ 100,000	\$ 42,009,171
2	2013/2014	\$ 42,009,171	\$ 207,945	\$ 200,000	\$ 42,017,116
3	2014/2015	\$ 42,017,116	\$ 207,985	\$ 1,300,000	\$ 40,925,101
4	2015/2016	\$ 40,925,101	\$ 202,579	\$ 2,500,000	\$ 38,627,680
5	2016/2017	\$ 38,627,680	\$ 191,207	\$ 3,000,000	\$ 35,818,887
6	2017/2018	\$ 35,818,887	\$ 177,303	\$ 3,000,000	\$ 32,996,190
7	2018/2019	\$ 32,996,190	\$ 163,331	\$ 3,300,000	\$ 29,859,521
8	2019/2020	\$ 29,859,521	\$ 147,805	\$ 3,300,000	\$ 26,707,326
9	2020/2021	\$ 26,707,326	\$ 132,201	\$ 3,500,000	\$ 23,339,527
10	2021/2022	\$ 23,339,527	\$ 115,531	\$ 4,000,000	\$ 19,455,058
11	2022/2023	\$ 19,455,058	\$ 96,303	\$ 4,000,000	\$ 15,551,361
12	2023/2024	\$ 15,551,361	\$ 76,979	\$ 4,000,000	\$ 11,628,340
13	2024/2025	\$ 11,628,340	\$ 57,560	\$ 4,000,000	\$ 7,685,900
14	2025/2026	\$ 7,685,900	\$ 38,045	\$ 4,000,000	\$ 3,723,945
15	2026/2027	\$ 3,723,945	\$ 18,434	\$ 3,742,379	\$ -

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

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

ADOPTED this _____ day of _____, 2014.

Resolution No. _____
Page 3

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
_____ 2014.

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

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

CITY CLERK OF THE CITY OF COMPTON

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPTON
2 APPROVING THE REPAYMENT SCHEDULE OF THE GENERAL FUND
3 INTERNAL BORROWING

4 WHEREAS, the City Manager's presentation of October 18, 2011 indicated the need
5 for General Fund to commence repayment of the cash borrowed from other funds to pay for
6 General Fund expenditures in years when there were not enough revenues to adequately fund
the General Fund expenditures; and

7 WHEREAS, the City Council on November 8, 2011 approved the minute motion
8 regarding the proposed action plan to improve the City's finances; and

9 WHEREAS, part of the action plan relates to the need for the City to discuss with the
10 Independent Auditors a repayment schedule acceptable to the Auditors regarding the timing
11 and amounts of the repayments to be made by the General Fund to those Funds whose monies
were borrowed by General Fund; and

12 WHEREAS, as of June 30, 2011, the General Fund owed a total of \$41,921,071 to
13 various internal funds of the City. This total amount owed to other funds consists of the
following:

- 14 1. \$32,555,436 General Fund's negative balance in the Pooled Checking Account which
15 meant that the General Fund drew money from the pool over and above the General
16 Fund revenues that were brought into the pooled checking account. Several Funds
17 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.
- 18 2. The amount of \$5,328,000 is owed to the Community Redevelopment Agency for
19 purchase of Park Land from the Community Redevelopment Agency (Fund 1203).
20 The park properties were initially sold by the City to CRA several years ago.
21 However, due to legal complications (also raised by the Independent Auditors) the
22 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.
- 23 3. The total of \$4,037,635 mainly representing the amount allocated through the budget
24 process in the fiscal year 2008/2009 to be paid out of the Agency's tax allocation
25 revenues (Fund 1200) for services/expenditures incurred by City departments on
behalf of CRA.

26 However, the expenditures did not properly meet the eligibility criteria and were
27 therefore disallowed by our External Independent Auditors. The General Fund has yet
to pay back the amount to the Agency.

28 WHEREAS, the Independent Auditors cited the City in its fiscal year 2009/2010
29 audit report regarding the General Fund deficit and indebtedness.

30 WHEREAS, the City Manager and City Controller had discussions with the
31 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.

32 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)

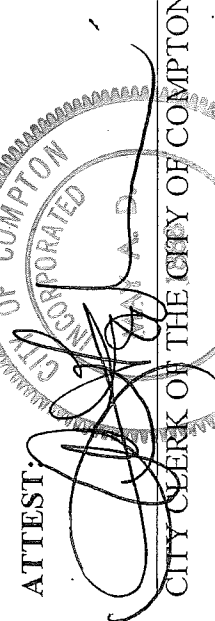
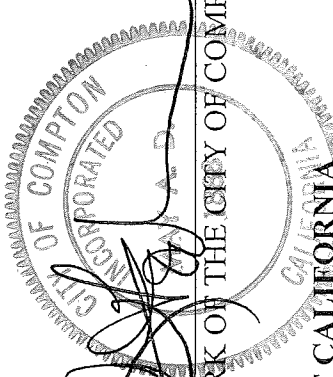
Section 3. That a certified copy of this resolution shall be filed in the Offices of the City Manager, City Controller and City Clerk.

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

ADOPTED this 20th day of December, 2011.


MAYOR OF THE CITY OF COMPTON

ATTEST:

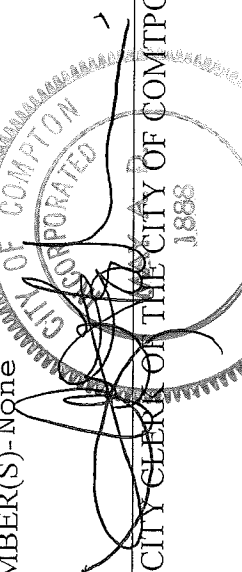
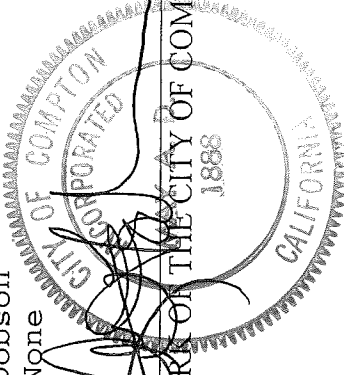


CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE REVISED REPAYMENT SCHEDULE OF THE GENERAL FUND INTERNAL BORROWING AND RESCINDING THE REPAYMENT SCHEDULE ADOPTED IN RESOLUTION 23,447

<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.

June 17, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015**

SUMMARY

The Fiscal Year 2014/2015 Operating Budget for the City of Compton is hereby transmitted to the City Council for adoption.

BACKGROUND

Based on current trends, the City is on a path to recovery from the worst recession in recent history. Compton, along with the rest of California, is full of consumer confidence and the once battered real estate market continues to improve. The Los Angeles County Region's economy is improving and Compton's core revenues, such as sales, use, and property taxes are gradually rising.

The City of Compton's General Fund budget is a balanced budget for 2014/15 with revenue of approximately \$52.8 million and expenses of approximately \$52.6 million, leaving a projected fund balance of approximately \$200,000. The revenue estimates include baseline revenue of approximately \$48.35 million, which is garnered from traditional revenue, such as sales, use and property taxes. Staff is confident in the baseline revenue, as it was derived from nine months worth of closely watched revenues from 2013/2014.

Staff anticipates that additional revenue (Revenue Enhancements) of \$2.09 million will be gained from implementation of new user fees, Development Impact Fees, and rent or liquidation of unoccupied property assets. The final source of revenue includes the General Fund capturing approximately \$1.85 million in fees from non-General Fund departments through the City's Cost Allocation program. The 2014/15 budget was balanced without the use of any of the City's \$1.4 million in fund balance from 2012/13. We are also anticipating adding an additional \$500,000 as fund balance from the 2013/14 budget.

STATEMENT OF THE ISSUE

This is the first City of Compton budget since the year 2011 that does not necessitate reductions in services, programs or employees. The Preliminary Budget is derived from the 2013/14 budget with some additional liabilities as previously projected. The budget includes a significant increase in expenditures as the 2014/15 budget requires the first significant General Fund

#14.

Staff Report

Page 2

payment for the Lease Revenue Bond (\$1.2 million), an Internal Borrowing Payment (\$1.3 million), a reimbursement of \$266,400 from Lighting and Landscaping, and restoration of funding for full employee labor costs (no more furloughs).

Although the budget is balanced and does not pose a reduction in service from 2013/14 levels, it is not a budget that increases services or expands the existing pool of employees needed to provide the level of service warranted by the citizens of Compton. The only exception to that statement is the Fire Department. The 2014/15 budget actually proposes increasing the number of Fire personnel by five. The increase in Fire personnel is warranted to reduce the amount of overtime required for our fire fighters to maintain their excellent level of service.

The FY 2014/15 Preliminary Budget advances the priorities of the Mayor and Council:

- Maintenance of Public Infrastructure
- Neighborhood Improvements
- Public Safety
- Capital Improvement Programs
- Communication/Transparency
- Governance
- Economic Development

It is vital that we develop a sustainable expenditure plan that meets present needs without compromising the ability to provide quality services and facilities for future generations.

FINANCIAL IMPACT

	<u>PROPOSED BUDGET</u> <u>FY 2014-2015</u>
<u>TOTAL REVENUE</u>	\$178,953,708
<u>TOTAL EXPENSES</u>	\$176,472,521
<u>GENERAL FUND RECURRENT REVENUE</u>	\$ 48,349,559
<u>GENERAL FUND REVENUE ENHANCEMENTS</u>	\$ 2,094,000
<u>COST ALLOCATION AND FUND BALANCE</u>	\$ 2,357,400
<u>TOTAL GENERAL FUND REVENUES</u>	\$ 52,800,959
<u>TOTAL GENERAL FUND EXPENSES</u>	\$ 52,573,054
<u>FUND BALANCE (RESERVE)</u>	\$ 227,905

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015**

WHEREAS, the Compton City Charter Section 1407 requires that an annual budget be presented and adopted by City Council on or before June 30th; and

WHEREAS, multiple community workshops and agendaized Council meeting discussions were scheduled and held from May 21, 2014 through June 17, 2014; and

WHEREAS, the City Council has fixed the time and place for holding a public hearing on the proposed 2014-2015 FY budget and has caused notice of said hearing to be published and the proposed 2014-2015 budget has been available for inspection at the City Clerk’s Office consistent with Compton City Charter Section 1405; and

WHEREAS, the above referenced public hearing was held on June 17, 2014.

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

SECTION 1. That the proposed Fiscal Year 2014-2015 annual budget of the City of Compton, as set forth in the proposed Annual Budget document, including amendments, if any, approved by the City Council as reflected in this meeting’s minutes, is hereby adopted pursuant to Section 1407 of the Compton City Charter and made effective July 1, 2014.

SECTION 2. That a certified copy of this resolution, along with this meeting’s approved minutes evidencing City Council adopted amendments, if any, shall be attached to the Fiscal Year 2014 – 2015 Annual Budget and the same shall be filed with the City Manager, City Controller and City Treasurer and that a copy of said resolution and Annual Budget shall be placed and shall remain on file in the office of the City Clerk.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to this Resolution.

ADOPTED this ____ day of _____, 2014.

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

Resolution No. _____
Page 2

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 _____, 2014.

That said Resolution was adopted by the following vote:

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015.

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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