

Lilia R. Leon Chair
Richard Martinez Vice Chair
Tina Baca Del Rio Board Member
Noorali Delawalla Board Member
Matt Marquez Board Member
Cheryl Plotkin Board Member
Rosie Vasquez Board Member



COMMERCE CITY HALL
COUNCIL CHAMBERS
5655 Jillson Street
Commerce, CA 90040
Phone: (323) 722-4805
Fax: (323) 726-6231

AGENDA

ADJOURNED REGULAR MEETING OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION

Commerce City Hall Council Chambers
Teleconference Location: – Pomona Unified School District Office
800 South Garey Avenue, Pomona, CA 91766

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Oversight Board Meeting will include teleconference participation by Vice Chairperson Martinez.

This Agenda will be posted at the teleconference location

Wednesday, May 14, 2014 – 5:00 P.M.

CALL TO ORDER Chairperson Leon
PLEDGE OF ALLEGIANCE Board Member Delawalla
ROLL CALL Secretary Shumway

PUBLIC COMMENT

Citizens wishing to address the Oversight Board on any item on the agenda or on any matter not on the agenda may do so at this time. State law (Government Code Section 54950 et seq.) prohibits the Oversight Board from taking action or engaging in discussion on a specific item unless it appears on a posted agenda. Upon request, the Oversight Board may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the Oversight Board. If you wish to address the Oversight Board at this time, please complete a speaker's card and give it to the Secretary prior to commencement of the Oversight meetings. Please limit your remarks to five (5) minutes.

CONSENT CALENDAR

Items under the Consent Calendar are considered to be routine and may be enacted by one motion. There will be no discussion of these items unless members of the Oversight Board request specific items to be removed from the Consent Agenda for a separate discussion.

1. Approval of the minutes of the Special Meeting of the Oversight Board of the Successor Agency to the Commerce Community Development Commission, February 26, 2014, held at 5:00 p.m.

SCHEDULED MATTERS

2. Introduction of Board Member Tina Baca Del Rio

The Oversight Board will introduce and welcome new Board Member Tina Baca Del Rio representing the Los Angeles County Sanitation Districts.

3. Resolution No. 2014-05 A Resolution of the Oversight Board of the Successor Agency to the Commerce Community Development Commission Approving An Extension of the License and Hold Harmless Agreement Between the Successor Agency and Craig Realty Group Citadel LLC

The Successor Agency to the Commerce Community Development Commission (the "Successor Agency") owns certain real properties commonly known as Lots 5 at 2322 Travers, Lot 6 at 2311 Travers, and Lot 7 at 2240 Gaspar all of PM 142-82-83 (the "Premises"). On April 1, 2014, the Successor Agency approved an extension of the License and Hold Harmless Agreement with Craig Realty Group-Citadel LLC, for the use of the subject property for parking purposes for weekdays and weekends throughout the remainder of 2014, and for the first part of 2015. Pursuant to AB 1X 26, this matter must also be approved by the Oversight Board.

The Oversight Board will consider for approval and adoption proposed Resolution No. 2014-05, approving an extension of the License and Hold Harmless Agreement with Craig Realty Group-Citadel LLC, for the use of the subject property for parking purposes for weekdays and weekends throughout the remainder of 2014, and for the first part of 2015.

STAFF REPORTS AND INFORMATION ITEMS

BOARD MEMBER REPORTS AND INFORMATION ITEMS

ADJOURNMENT

Written materials distributed to the Board are available for public inspection immediately following the posting of this agenda (at least 72 hours prior to a regular Board meeting) in the **City Clerk/Secretary's Office, at Commerce City Hall, 2535 Commerce Way, Commerce, California, and the Central Library, 5655 Jillson Street, Commerce, California.**

Meeting facilities are accessible to persons with disabilities. In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, notify the Office of the City Clerk at (323) 722-4805 at least 48 hours prior to the meeting.

**MINUTES OF THE
THE SPECIAL MEETING OF
THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO
THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION
Wednesday, February 26, 2014 - 5:00 p.m.**

Item No. 1

The meeting was called to order on February 26, 2014, at 5:00 p.m. in Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Board Members Vasquez, Marquez, Aguilar, Plotkin, Dellawala and Chairperson Leon. **Absent:** Vice Chairperson Martinez (1).

Board Member Delawalla arrived at 5:12 p.m.

PUBLIC COMMENT

There were no individuals wishing to address the Board Members.

WRITTEN COMMUNICATIONS – None.

PRESENTATIONS – None.

CONSENT CALENDAR

1. Resolution No. OB-2014-01 - A Resolution of the Oversight Board of the Successor Agency to the Commerce Community Development Commission Preliminarily Considering Authorizing the Successor Agency to Proceed With the Issuance of Its Refunding Bonds Pursuant to Assembly Bills X1 26 and 1484; Making Certain Determinations Relating Thereto; and Authorizing Certain Other Action in Connection Therewith

Board Member Aguilar moved, seconded by Board Member Marquez, to approve the Consent Calendar as presented.

ROLL CALL:

AYES: Board Members Aguilar, Delawalla, Marquez, Plotkin, Vasquez and Chairperson Leon

NOES: None

Absent: Vice Chairperson Martinez

SCHEDULED MATTERS

2. Resolution No. OB-2014-02 - A Resolution of the Oversight Board of the Successor Agency to the Commerce Community Development Commission Approving the Recognized Obligation Payment Schedule (ROPS) 14-15A for the Period Covering July – December 2014, as Required by Section 34180 of the California Health And Safety Code

Finance Director Domic provided brief presentation regarding the recognized obligation payment schedule for July-December 2014 and recommended approval of a Resolution of the Oversight Board of the Successor Agency to the Commerce Community Development Commission approving the recognized obligation payment schedule. Discussion ensued. Board Member Aguilar moved, seconded by Board Member Marquez, to adopt proposed Resolution. The motion carried with the following vote:

Roll Call:

AYES: Board Members Aguilar, Delawalla, Marquez, Plotkin, Vasquez, and Chairperson Leon

NOES: None

Absent: Vice Chairperson Martinez

3. Resolution No. OB-2014-03 – A Resolution of the Oversight Board of the Successor Agency to the Commerce Community Development Commission Approving the Successor Agency's Approval of Roadway, Access and Maintenance Easement Deeds for the Washington Boulevard Widening and Reconstruction Project

John Yonai, Real Estate and Development Strategies for Tierra West Advisors, provided brief presentation regarding Washington Boulevard widening and reconstruction project and recommended approval of a Resolution of the Oversight Board of the Successor Agency to the Commerce Community Development Commission approving the Successor's Agency's approval of roadway, access and maintenance easement deeds for the Washington Boulevard widening and reconstruction project. Discussion ensued. Board Member Rosie Vasquez moved, seconded by Board Member Aguilar, to approve the Resolution.

Roll Call:

AYES: Board Members Aguilar, Delawalla, Marquez, Plotkin, Vasquez, and Chairperson Leon

NOES: None

Absent: Vice Chairperson Martinez

4. Review of Future Agenda Items

City Attorney Olivo stated that there were no future agenda items, but there will be some closed session items on a future agenda.

Vice Chairperson Leon moved to adjourned to a **Special Meeting** of the Oversight Board of the Successor Agency to the Commerce Community Development Commission item #1 (supplemental agenda).

5. Resolution No OB-2014-04. – A Resolution of the Oversight Board of the Successor Agency to the Commerce Community Development Commission Amending the Long Range Property Management Plan (LRPMP)

Finance Director Domic presented a brief report regarding Long Range Property Management Plan. Discussion ensued. Board Member Aguiler moved, and Board Member Marquez seconded the motion to approve a Resolution of the Oversight Board of the Successor Agency to the Commerce Community Development Commission amending the Long Range Property Management Plan.

Roll Call:

AYES: Board Members Aguilar, Delawalla, Marquez, Plotkin, Vasquez, and Chairperson Leon

NOES: None

Absent: Vice Chairperson

STAFF REPORTS AND INFORMATION ITEMS -None

CHAIR AND BOARD MEMBER REPORTS AND INFORMATION ITEMS-None

RECESS TO CLOSED SESSION – None.

ADJOURNMENT

Board Member Vasquez moved, seconded by Board Member Plotkin, to adjourn. The motion carried unanimously. The meeting adjourned at 5:45 p.m.

Lena Shumway, CMC
City Clerk

AGENDA REPORT

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION

DATE: May 14, 2014

TO: HONORABLE OVERSIGHT BOARD

FROM: SUCCESSOR AGENCY FINANCE DIRECTOR

SUBJECT: RESOLUTION NO. OB 2014-05 – A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION APPROVING AN EXTENSION TO THE LICENSE AND HOLD HARMLESS AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND CRAIG-REALTY GROUP-CITADEL LLC

RECOMMENDATION

Approve and adopt Resolution No. OB 2014-05, approving an extension to the License and Hold Harmless Agreement between the Successor Agency Craig-Realty Group-Citadel LLC.

BACKGROUND AND OVERVIEW:

The Successor Agency to the Commerce Community Development Commission (the "Successor Agency") owns certain real properties commonly known as Lots 5 at 2322 Travers, Lot 6 at 2311 Travers, and Lot 7 at 2240 Gaspar all of PM 142-82-83 (the "Premises").

Craig Realty Group-Citadel LLC ("Craig Realty") had requested permission from the Successor Agency to use the Premises for parking purposes for weekdays and weekends throughout the remainder of 2013 and for the first part of 2014.

On May 15, 2013, the Oversight Board approved Resolution No. OB-2013-03, which approved the License Agreement with Craig-Realty for the period of April 1, 2013 to April 1, 2014 (the "Agreement"). The Agreement was thereafter approved by the Department of Finance. Craig Realty has advised that it continues to have a need for the parking and would like to continue with the Agreement while the Successor Agency and the Oversight Board consider proper disposition alternatives required by AB 1X 26. Craig Realty has therefore requested an extension of the Agreement, up to April 1, 2015. The extension was considered and approved by the Successor Agency on April 1, 2014. Pursuant to AB 1X 26, this matter must also be approved by the Oversight Board and, ultimately, the Department of Finance. Successor Agency staff recommends that the Oversight Board approve the license agreement at this time.

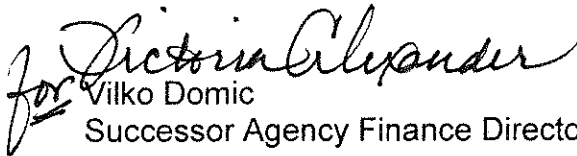
ANALAYSIS:

The Amended License and Hold Harmless Agreement between the Successor Agency and Craig Realty will commence (retroactively) on April 1, 2014 and will automatically terminate on April 1, 2015 (the "Amended Agreement"). Pursuant to the Amended Agreement, Craig Realty will indemnify the Successor Agency for any and all loss or liability arising from their use of the Premises and will provide insurance in the amount of \$1,000,000.

FISCAL IMPACT:

None.

Recommended by:


for *Victoria Alexander*
Vilko Domic
Successor Agency Finance Director

Approved as to form:


for *Victoria Alexander*
Eduardo Olivo
Successor Agency Legal Counsel

Attachment: Resolution No. OB 2014-05 approving an Extension of the License and Hold Harmless Agreement between the Successor Agency Craig-Realty Group-Citadel LLC.

RESOLUTION NO. OB 2014-05

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION APPROVING A LICENSE AND HOLD HARMLESS AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND CRAIG-REALTY GROUP-CITADEL LLC

WHEREAS, the Successor Agency to the Commerce Community Development Commission (the "Successor Agency") owns certain real properties commonly known as Lots 5 at 2322 Travers, Lot 6 at 2311 Travers, and Lot 7 at 2240 Gaspar all of PM 142-82-83 (the "Premises"); and

WHEREAS, Craig Realty Group-Citadel LLC ("Craig Realty") had requested permission from the Successor Agency to use the Premises for parking purposes for weekdays and weekends throughout the remainder of 2013 and for the first part of 2014; and

WHEREAS, on May 15, 2013, the Oversight Board approved Resolution No. OB-2013-03, which approved the License Agreement with Craig-Realty for the period of April 1, 2013 to April 1, 2014 (the "Agreement"). The Agreement was thereafter approved by the Department of Finance; and

WHEREAS, Craig Realty has advised that it continues to have a need for the parking and would like to continue with the Agreement while the Successor Agency and the Oversight Board consider proper disposition alternatives required by AB 1X 26. Craig Realty has therefore requested an extension of the Agreement, up to April 1, 2015; and

WHEREAS, the Successor Agency desires to license the Premises for use by Craig Realty for parking purposes; and

WHEREAS, on April 1, 2014, this matter was approved by the Successor Agency. Pursuant to AB 1X 26, this matter must also be approved by the Oversight Board.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Amended License and Hold Harmless Agreement between the Successor Agency and Craig Realty Group-Citadel LLC is hereby approved.

Section 2. The Oversight Board's Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 14th day of May, 2014.

ATTEST:

Lena Shumway
Oversight Board Secretary

Lilia R. Leon
Oversight Board Chairperson



March 18, 2014

Commerce City Council
Community Development Commission
City of Commerce
2535 Commerce Way
Commerce, CA 90040

Re: Interim Non-Exclusive Use of Parking Lots

Dear City Council and Community Development Commission members:

This letter will serve as our request to extend the use of the interim non-exclusive license to use the vehicle parking areas for Citadel Outlets customer, tenant and employee vehicle parking described as follows:

Lots 5 at 2322 Travers, Lot 6 at 2311 Travers, and Lot 7 at 2240 Gaspar all of PM 142-82-83 as depicted on Attached Exhibit A (Location Map)

We request that this non-exclusive license is granted for 365 days from the date of this letter and subject to the following conditions:

Maintenance of parking areas for safety, trash litter, debris, to be undertaken by Craig Realty Group- Citadel LLC.

Lighting and Security to be established and patrolled by Craig Realty Group – Citadel LLC commensurate with equivalent service levels maintained by Craig Realty Group - Citadel LLC for the Citadel Outlets Parking areas.

Craig Realty Group - Citadel LLC is responsible for traffic control as may be required.

We would appreciate the City's permission to use these lots and are extremely thankful for your prompt consideration. We will provide the appropriate Liability and Indemnification documents to you as well. We look forward to hearing from you and greatly appreciate everything you do for us.

Sincerely,

Susan Jennrich
General Manager

LICENSE AND HOLD HARMLESS AGREEMENT

This License and Hold Harmless Agreement ("Agreement") is entered into this 1st day of April 2014, by and between the Successor Agency to the Commerce Community Development Commission ("Licensor") and Craig Realty Group-Citadel, LLC ("Licensee").

RECITALS

WHEREAS, Licensor owns certain real properties commonly known as Lots 5 at 2322 Travers, Lot 6 at 2311 Travers, and Lot 7 at 2240 Gaspar all of PM 142-82-83 (hereafter, the "Premises" or "Licensed Area") as depicted on Attached Exhibit "A" (Location Map), which is attached hereto and incorporated herein by reference.

WHEREAS, Licensee has requested permission from Licensor to use the Premises for parking purposes for weekdays and weekends throughout the remainder of 2014 and for the first part of 2015; and

WHEREAS, Licensor desires to license the Premises for use by Licensee for parking purposes.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows.

AGREEMENT

SECTION 1. LICENSE OF THE LICENSED AREA

Licensor grants to Licensee, for the sole benefit of Licensee, its employees, and invitees, a non-exclusive, non-assignable license to enter upon the Premises for the sole purpose of parking vehicles on the Premises from April 1, 2014 through April 1, 2015. The Licensed Area is described as follows: the real property commonly known as real properties commonly known as Lots 5 at 2322 Travers, Lot 6 at 2311 Travers, and Lot 7 at 2240 Gaspar all of PM 142-82-83 as depicted on Attached Exhibit "A."

Licensee shall be required to maintain the Premises and shall be responsible for all lighting and security commensurate with equivalent service levels maintained by Licensee for the Citadel Outlets parking areas. Licensee shall also be responsible for traffic control, as may be required.

SECTION 2. TERM

The term of this License shall commence on April 1, 2014 ("Commencement Date") and, unless earlier terminated by Licensor for Licensee's default hereunder, shall automatically terminate on April 1, 2015 ("Expiration Date").

SECTION 3. INSURANCE

Licensee shall maintain insurance and provide evidence thereof as required by Exhibit "B" hereto (the "Required Insurance") which is attached hereto and incorporated herein by this reference, for the term provided herein.

SECTION 4. INDEMNIFICATION

Licensee agrees and acknowledges that its use of the Licensed Area is at its sole risk, and Licensee hereby waives, releases and absolves Licensor, its officers, agents and employees (the "Licensor Parties") from any and all cost, loss, damage, expense, and liability, whether foreseeable or not, from any cause whatsoever, that Licensee may suffer to its personal property located anywhere in the Licensed Area or that it or its agents, employees, principals, and invitees may suffer as a direct or indirect consequence of Licensee's use of the Licensed Area or access areas to the Licensed Area or for any other reason arising from or related to this Agreement; provided, however, that Licensee shall have no obligation to defend or indemnify Licensor from claims unrelated to a preexisting condition which are caused by Licensor's negligence, or willful or criminal act. In addition, Licensee hereby agrees to indemnify, defend, protect, and hold Licensor and the Licensor Parties harmless from and against any loss, cost (including, but not limited to, attorneys' fees), damage, liability, expense, claim, or action or cause of action of any third party (including, but not limited to, employees, agents, contractors, invitees and licensees of Licensee), whether foreseeable or not, resulting as a direct or indirect consequence of or use of the Licensed Area or access areas to the Licensed Area or for any other reason arising from or related to the Agreement; provided, however, that Licensee shall have no obligation to defend or indemnify Licensor from claims which are caused by Licensor's negligence, or willful or criminal act. Licensee's indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

SECTION 5. MISCELLANEOUS

- (a) Time is of the essence of this Agreement and each of its provisions.
- (b) This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- (c) In the event of any litigation between the parties respecting this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party its reasonable attorneys' fees and costs as part of the judgment.
- (d) This License is not to be construed as in any way granting to Licensee any leasehold or other real property interest in the Licensed Area, it being intended that this Agreement merely grants to Licensee this License to enter upon and use the

Licensed Area during the Term in accordance with the terms and conditions hereof and shall not be deemed to grant to Licensee a leasehold or other real property interest in the Licensed Area.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized individuals effective as of the date first written above.

LICENSOR:

SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT
COMMISSION

By: _____
Tina Baca Del Rio, Chairperson

Approved as to Form:

By: _____
Eduardo Olivo, Legal Counsel

LICENSEE:

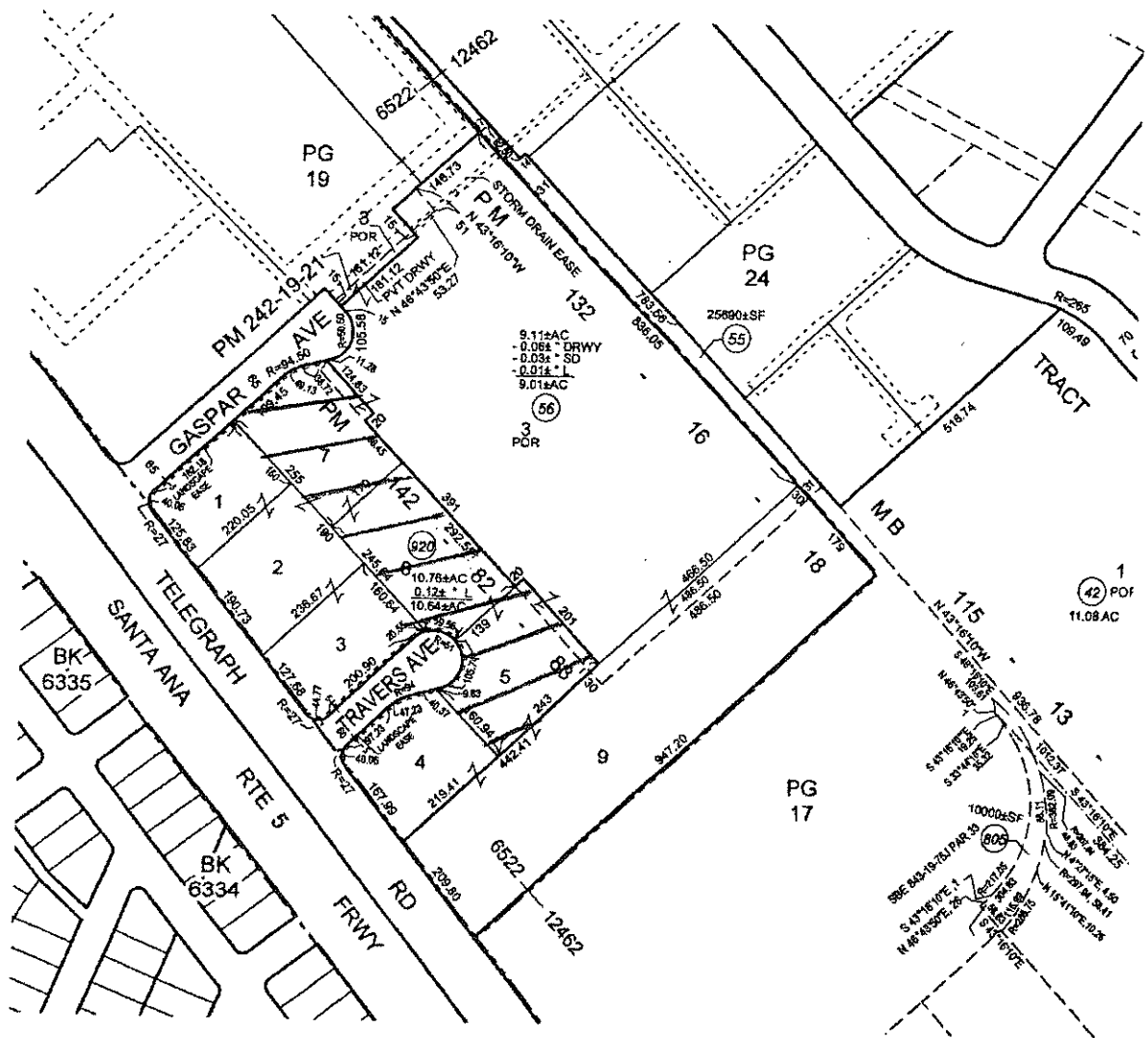
CRAIG REALTY GROUP CITADEL, LLC,
a California limited liability company

By: Citadel SPE, Inc.
a Delaware corporation,
its Manager

By: _____
Steven L. Craig
President

EXHIBIT "A"
(Map)

A. 136-19 & 34	TRA 6522 12462	REVISED 2008031010001002-27 2008080606002001-28	2008062305006001-27 2009041308001001-27 2009041308007001-27,28	2009041308009001-27,29 2010030904005001-27 2010032404002001-27	2010072802001001-27 2010121502010001-27 2012042602004001-27	2012042502007001-28
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*Exhibit A
Location Map*

ALL 900 SERIES PARC
ARE ASSESSED TO C
DEVELOPMENT COM
OTHERWISE NOTED.

EXHIBIT "B"
(Required Insurance)

Licensee, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the Successor Agency to the Commerce Community Development Commission ("Successor Agency") of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the Successor Agency. Licensee shall not allow any subcontractor to commence work on any subcontract under this Agreement until all insurance required of Licensee have also been obtained for the or by the subcontractor. Such insurance shall not be in derogation of Licensee's obligations to provide indemnity under Section 4 of this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

Licensee shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each occurrence; property damage limits of \$500,000 for each occurrence, \$2,000,000 aggregate. Automobile liability limits of \$1,000,000 Combined Single Limit.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles.

2. Additional Insureds.

The Successor Agency, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to the Successor Agency prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Licensee.

3. Cancellation Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until 30 days after receipt by the Executive Director of the Successor Agency to the Commerce Community Development Commission of the written notice of such cancellation or reduction of coverage, as evidenced by receipt of a certified letter.

4. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

5. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to the Successor Agency and authorized to issue said policy in the State of California.

6. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by Licensee subject to approval by the Successor Agency, provided that such approval shall not be unreasonably withheld.

7. Payment of Premiums.

All premiums on insurance policies shall be paid by Licensee making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Successor Agency.

8. Evidence of Insurance and Claims.

The Successor Agency shall have the right to hold the policies and policy renewals, and Licensee shall promptly furnish to the Successor Agency all renewal notices and all receipts of paid premiums. In the event of loss, Licensee shall give prompt notice to the insurance carrier and the Successor Agency. The Successor Agency may make proof of loss if not made promptly by Licensee.