

Joe Aguilar Mayor
Lilia R. Leon Mayor Pro Tem
Ivan Altamirano Councilmember
Tina Baca Del Rio Councilmember
Denise Robles Councilmember



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

AGENDA

CONCURRENT REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF COMMERCE AND THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION (HEREINAFTER "SUCCESSOR AGENCY")

Tuesday, March 18, 2014 - 6:30 P.M.

CALL TO ORDER Mayor/Chairperson Aguilar
PLEDGE OF ALLEGIANCE Vilko Domic, Director of Finance
INVOCATION Councilmember/Board Member Altamirano
ROLL CALL City Clerk Shumway

1. ANNUAL REORGANIZATION OF CITY COUNCIL

The City Council will make its selection of Mayor and Mayor Pro Tempore for the period of March 2014 to March 2015

APPEARANCES AND PRESENTATIONS

2. Presentation of Outgoing Mayor's Plaque

On behalf of the City Council, newly selected Mayor will present the outgoing Mayor Aguilar a plaque in recognition of his service to the City as Mayor for 2013-2014.

3. Introduction of New Community Services Director

City Administrator Jorge Rifá will introduce the newly hired Community Services Director

4. Presentation – Recognizing Bravo Systems, Inc.

Receive a presentation from Bravo Systems, Inc., a local Commerce business, and thereafter consider said report for receipt and file. Bravo Systems is a leading manufacturer of premier secondary containment systems utilizing innovative technology that protects the environment from future contamination of the soil or ground water.

PUBLIC COMMENT

Citizens wishing to address the City Council and Successor Agency 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 City Council/Successor Agency from taking action or engaging in discussion on a specific item unless it appears on a posted agenda. Upon request, the City Council/ Successor Agency may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Successor Agency. If you wish to address the City Council/Successor Agency at this time, please complete a speaker's card and give it to the City Clerk/Secretary prior to commencement of the City Council/ Successor Agency meetings. Please limit your remarks to five (5) minutes.

To increase the effectiveness of the Public Comment Period, the following rules shall be followed: No person shall make any remarks which result in disrupting, disturbing or otherwise impeding the meeting.

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

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 City Council request specific items to be removed from the Consent Agenda for a separate discussion. If the item is desired to be discussed separately, it should be the first item under Scheduled Matters.

5. Approval of Minutes

The **City Council and Successor Agency** will consider for approval the minutes of the Concurrent Special Meeting of Tuesday, February 18, 2014, held at 4:30 p.m. and the Concurrent Regular Meeting of Tuesday, February 18, 2014, held at 6:30 p.m.

6. Approval of Warrant Register Nos. 16A and 16B

The **City Council and Successor Agency** will consider for approval the bills and claims set forth in Warrant Registers No. 16A, dated March 18, 2014, and 16B for the period of March 5, 2014 to March 13, 2014.

7. A Resolution of the City Council Approving the Issuance of a Request for Proposal (RFP) for the Purchase of a Compressed Natural Gas (CNG) Service Truck

The City Council will consider for approval and adoption a proposed Resolution approving the issuance of RFP for the purchase of a Compressed Natural Gas Service Truck out of Federal Transit Administration (FTA) Grant Number CA-90-Z094, with an appropriation not to exceed \$150,000.00

8. A Resolution of the City Council Approving a Grade Crossing Construction and Maintenance Agreement between the City of Commerce, BNSF Railway Company and Chalmers Corporation, dba C.E.G. Construction Company

The City Council will consider for approval and adoption a proposed Resolution approving a Grade Crossing Construction and Maintenance Agreement between the City of Commerce, BNSF Railway Company and Chalmers Corporation, dba C.E.G. Construction Company.

9. A Resolution of the City Council Approving the First Amendment to the Agreement between the City of Commerce and United Pacific Services Incorporated for Interim Tree Maintenance Services and Request for Proposals for Tree Maintenance Services

The City Council will consider for approval and adoption a proposed Resolution to approve the First Amendment to the Agreement between the City of Commerce and United Pacific Services Incorporated for interim tree maintenance services, Request for Proposals for tree maintenance services, and authorize the Public Works and Development Services Department to advertise for proposals and designate June 5, 2014 at 5:00 p.m. as the proposals due date.

10. A Resolution of the City Council Approving an Agreement between the City of Commerce and IntelliBridge Partners

The City Council will consider for approval and adoption a proposed Resolution approving an agreement between the City of Commerce and IntelliBridge Partners for interim Public Affairs/Recall Consultant services.

SCHEDULED MATTERS

11. 2014 Commerce Clean-Up Day in coordination with Craig Realty Group Citadel, LLC ("CRG Citadel")

The City Council will receive a presentation regarding economic performance of the Citadel Outlets and will consider directing staff to proceed with the coordination of the 2014 Commerce Clean-Up Day with Craig Realty Group Citadel LLC ("CRG Citadel").

12. Review of Fiscal Year Budget 2014-2015 Initial General Fund Projected Numbers

The City Council will receive an overview on, and provide appropriate direction as deemed necessary with respect to, the 2014/2015 Fiscal Year budget, and initial General Fund projected numbers.

13. Commission and Committee Appointments

The City Council will make the appropriate appointments to the following Commissions and Committees: Education, Measure AA Committee, Youth Advisory Commission, Senior Citizens Commission, Pageant Steering Committee and I-710 Local Advisory Committee.

RECESS TO CLOSED SESSION – No Items

ADJOURNMENT

Adjourn in memory of Donald Allen Wilson of Greensboro, North Carolina, father of Kathleen Jackson, Transportation Grants Consultant for the Washington Boulevard Improvement Project to Tuesday, April 1, 2014, at 5:00 p.m. in the City Council Chambers.

LARGE PRINTS OF THIS AGENDA ARE AVAILABLE UPON REQUEST FROM THE CITY CLERK'S OFFICE, MONDAY-FRIDAY, 8:00 A.M. - 6:00 P.M

Written materials distributed to the City Council are available for public inspection immediately following the posting of this agenda (at least 72 hours prior to a regular City Council meetings) 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.



AGENDA REPORT

Meeting Date: 03/18/2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: ANNUAL REORGANIZATION OF CITY COUNCIL

RECOMMENDATION:

Select Mayor and Mayor Pro Tempore for the period of March 2014 to March 2015.

MOTION:

Council discretion.

BACKGROUND:

In the past, Council has conducted its annual reorganization at its second meeting in March during non-election years. The reorganization consists of Council, selecting from amongst its members, a Mayor and Mayor Pro Tempore, whom in turn will serve in those respective positions for the next 12 months, or until the next reorganization is conducted.

ANALYSIS:

It is therefore recommended that Council conducts its annual reorganization during its second meeting in March 2014 (currently scheduled for March 18, 2014), and at that time select a new Mayor and Mayor Pro Tempore from amongst its members. Upon selection, the new Mayor and Mayor Pro Tempore will be seated in their respective positions, and will serve until the next reorganization is conducted. Furthermore, the newly seated Mayor will present to the outgoing Mayor a plaque in recognition of service during the 2013-2014 period.

However, per the consensus of Council during its meeting held on Tuesday, March 4, 2014, the outgoing Mayor (Mayor Aguilar), whom served during the 2013-2014 period will preside over the 2014 Miss Commerce Pageant, even though the newly selected Mayor for 2014-2015 period will have been selected and seated. Traditionally, the seated Mayor presides over the Miss Commerce Pageant, which is typically held in late February, and prior to Council's annual reorganization, but due to the scheduling of the 2014 Miss Commerce Pageant for March 22, 2014, the currently seated Mayor would not be able to preside over this important event. Therefore, as stated above, it is also recommended that the currently seated Mayor (Mayor Aguilar), for the 2013-2014 period, be charged with presiding over the 2014 Miss Commerce Pageant, which will take place on March 22, 2014.

AGENDA ITEM No. /

FISCAL IMPACT:

This activity can be carried out without any impact on the current operating budget.

RELATIONSHIP TO 2013 STRATEGIC GOALS:

Not applicable.

Respectfully submitted,



Jorge J. Rifa
City Administrator

Recommended by:



Lena Shumway
City Clerk

Approved as to form:



Eduardo Olivo
City Attorney



AGENDA REPORT

Meeting Date: March 18, 2014

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Business Showcase Presentation – Recognizing Bravo Systems, Inc.

RECOMMENDATION:

Receive a presentation from Bravo Systems, Inc., a local Commerce business, and thereafter consider said report for receipt and file.

MOTION:

Approve the recommendation.

BACKGROUND/ANALYSIS:

Bravo Systems is a leading manufacturer of premier secondary containment systems. Founded in 1987, S. Bravo Systems moved to Commerce in 1999 where they manufacture products that prevent soil and ground water contamination.

FISCAL IMPACT:

None.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda report before Council has no relation to a specific strategic objective.

Prepared by:


Fernando Mendoza
Deputy City Administrator

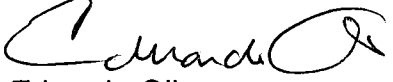
Respectfully submitted,


Jorge Rifa
City Administrator

Fiscal impact reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney

**MINUTES OF THE CONCURRENT SPECIAL MEETINGS
OF THE CITY COUNCIL OF THE CITY OF COMMERCE and GOVERNING BODY OF THE
SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT
COMMISSION**

**TUESDAY, MARCH 4, 2014
COUNCIL CHAMBERS
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

Mayor/Chairperson Aguilar called the Special meeting of the City Council/Successor Agency to order at 4:30 p.m. **Present:** Councilmembers Altamirano, Robles, Mayor Pro Tem Leon, and Mayor Aguilar; **Absent:** Councilmember Baca Del Rio

PUBLIC COMMENT

There were no individuals who wished to address the City Council on closed session matters.

CLOSED SESSION

City Council/Successor Agency recessed to Closed Session at 4:31 p.m. for the following matters:

1. Pursuant to Government Code §54957

The City Council interviewed applicants for the position of Assistant Director of Public Works and Development Services and, thereafter considered personnel matters related to the appointment of an Assistant Director of Public Works and Development Services.

2. Pursuant to Government Code §54956.8, the Successor Agency conferred with its real property negotiator, Jorge Rifa with respect to real estate negotiations with:

A. Ray and Bob Malhotra, of Commerce Hyundai, including proposed price and other terms, concerning former Commerce Community Development Commission-owned real property located at 5440 and 5540 Telegraph Road, Commerce, California.

B. Craig Realty Corporation concerning the proposed Urban Entertainment Center Project, including proposed price and other terms relating thereto, comprised of the former Commerce Community Development Commission-owned real property located along the Telegraph Road Corridor, south of Gaspar Avenue and north of the Commerce Casino [Tubeway Avenue], which was the subject of a recent lot line adjustment and formerly known as 5809, 5819, 5823, 5901/5903, 5933, 5959, 6001 and 6003 Telegraph Road and 2240 Gaspar Avenue; 2311, 2322 and 2366 Travers Avenue, Commerce, California.

C. Justman Packaging and Display concerning former Commerce Community Development Commission-owned real property, including proposed price and other terms relating thereto, comprised of 6300 Telegraph Road, Commerce, California, commonly referred to as the Commerce Plaza Hotel property.

D. City-owned real property, including proposed price and other terms relating thereto, comprised of 6329 and 6355 Washington Boulevard, Commerce, California, commonly referred to as the Stahl Trust property.

3. Pursuant to Government Code §54956.9(a), the Successor Agency conferred with its legal counsel, and took the appropriate action, with respect to the pending litigation of:

A. *Mayans Development, Inc. and Los Jardines, LLC v City of Commerce Community Development Commission, et al.*, Superior Court of the State of California, County of Los Angeles, Case No. BC505679.

B. The City Council conferred with its legal counsel and took the appropriate action, with respect to the pending litigation of *Central and West Basin Water*

B. The City Council conferred with its legal counsel and took the appropriate action, with respect to the pending litigation of *Central and West Basin Water Replenishment District, et al. v. Charles E. Adams, et al.*, Superior Court of the State of California, County of Los Angeles, Case No. C786656.

4. Pursuant to Government Code §54956.9(b)

The City Council conferred with its legal counsel, and took the appropriate action with respect to, significant exposure to litigation in one potential case.

CITY ATTORNEY REPORT ON CLOSED SESSION MATTERS

City Attorney Olivo reported on the actions taken:

- 1. Applicants were interviewed for the position of Assistant Director of Public Works and Development Services and Council provided unanimous direction to staff regarding Item #1.
- 2. Successor Agency went to closed session on item #2 and there was no reportable action on items (2.A, 2.B, 2.C & 2.D).
- 3. No reportable action on item 3.A. City Council provided direction to staff in regards to item #3.B by unanimous vote.
- 4. City Council authorized initiation of litigation in connection with collection of monies improperly paid to former City employee. Councilmember/Board Member Altamirano made a motion to initiate the litigation regarding item #4, and Mayor seconded (Ayes: Councilmembers Altamirano, Robles, Mayor Pro Tem Leon, and Mayor Aguilar, Absent: Councilmember Baca Del Rio).

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 6:15 p.m.

Lena Shumway
City Clerk, CMC

**MINUTES OF THE
CONCURRENT REGULAR MEETINGS OF
THE CITY COUNCIL OF THE CITY OF COMMERCE AND
THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO
THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION
(HEREINAFTER "SUCCESSOR AGENCY")
TUESDAY, FEBRUARY 18, 2014
COUNCIL CHAMBERS
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

The meeting was called to order at 6:37 p.m. in Council Chambers. **Present:** Councilmembers/Board Members Altamirano, Baca Del Rio, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Aguilar (5); **Absent:** None (0). The Salute to the Flag was led by Beatriz Sarmiento, Library Director, followed by an invocation offered by Councilmember/Board Member Robles.

Staff Present: Jorge Rifá, City Administrator; Eduardo Olivo, City Attorney; Lena Shumway, City Clerk; and Victoria Alexander, Deputy City Clerk

APPEARANCES AND PRESENTATIONS

1. Introduction of New City Clerk

City Administrator Rifá introduced Lena Shumway, newly hired City Clerk for the City of Commerce.

2. Introduction of New Assigned Sergeant

Captain Wolak, Los Angeles County Sheriff's Department, introduced Sergeant Ray Lam, who has been newly appointed as the Assigned Sergeant for Commerce.

PUBLIC COMMENT

The following individuals addressed City Council on general matters within Council's jurisdiction: Gerardo Mayagoitia, Beatriz Mancía, Joe Lozano, Gloria Nezahvaloyoe, and Sergio Jimenez.

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

Councilmember Robles

- Reported that she attended the Queen's Breakfast, and encouraged members of the public to attend the upcoming Miss Commerce event, which will be held on Saturday, March 22, 2014, at the Commerce Casino.
- Noted that she attended the Employee Service Award Dinner, and complimented the staff of the Human Resource Department on a very well organized event.
- Invited residents to attend the upcoming Neighborhood Watch meeting, which will be held at the Park.
- Invited residents to participate in the Read Across America events, which will be held throughout the City of Commerce, including libraries and schools.
- Noted that she had taken a tour of the Central Library project earlier today and that she was impressed with the progress that has been made.

Councilmember Altamirano

- Welcomed newly hired City Clerk Shumway.

- Noted that he was glad to see that the City of Commerce is recognizing March as Women’s History Month.
- Reported that he attended the Queen’s Breakfast, at which State Representative Christina Garcia delivered the key note address.
- Announced that the library will be celebrating Read Across America and Dr. Suess’ birthday.

Councilmember Baca Del Rio

- Welcomed newly hired City Clerk Shumway.
- Noted that she attended the Queen’s Breakfast, and she spoke about past queens and how much of a difference they make in the community.
- Reported that she attended the Employee Service Awards Dinner, and stated that staff did a great job organizing the event.
- Invited the public to participate in the Relay for Life event on Saturday, April 12, 2014, and encouraged everyone to participate in the raffle.

Mayor Pro Tem Leon

- Encouraged the public and residents to participate in the Relay for Life event.
- Stated that she was excited to see new talent coming to the City of Commerce, and welcomed newly hired City Clerk Shumway and newly appointed Sergeant Lam; she added that the new Community Services Director will also be starting soon.
- Reported that she toured the Central Library project, and stated that this is an exciting time with all the new opportunities that will soon be available.
- Reported that she attended the Employee Service Award Dinner and the Queen’s Breakfast, and invited those in attendance to attend the Miss Commerce event on Saturday, March 22, 2014, which will be held at the Commerce Casino; she wished the contestants good luck.
- Reported that she attended the Commerce Industrial Council’s Installation Dinner.

Mayor Aguilar

- Reported that he attended the Commerce Industrial Council’s Installation Dinner, at which the new President was inducted.
- Noted that he also attended the Queen’s Breakfast and the Employee Service Awards Dinner.
- Welcomed newly hired City Clerk Shumway, and thanked Deputy City Clerk Alexander for assisting during the transition.

CONSENT CALENDAR

Councilmember Robles requested to pull items #6, #9, and #10 for discussion. Councilmember/Board Member Baca Del Rio moved, Mayor/Chair Aguilar seconded the motion to approve the consent calendar minus items #6, #9, and #10. Motion carried by the following vote:

AYES: Councilmembers/ Board Members Altamirano, Baca Del Rio, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Aguilar (5)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: None (0)

3. MEETING MINUTES

City Council/ Successor Agency approved, respectively, the minutes of the Concurrent Adjourned Regular Meeting of Tuesday, February 18, 2014, held at 5:00 p.m., and the Concurrent Meeting of Tuesday, February 18, 2014, held at 6:30 p.m.

4. WARRANT REGISTER

The City Council/ Successor Agency approved, respectively, the bills and claims set forth in Warrant Registers No.15A, dated March 4, 2014, and 5B for the period of February 19 – 27, 2014.

5. Proclamation - Arbor Day

City Council proclaimed Wednesday, March 26, 2014, as Arbor Day in the City of Commerce.

6. Proclamation - March as Women's History Month

Councilmember Robles asked staff to put together some displays for the City Hall lobby or Library in recognition of Women's History Month. Library Director Sarmiento stated that the Library has already planned some displays and events. Councilmember Robles moved, Councilmember Altamirano seconded the motion to proclaim March as Women's History Month in the City of Commerce. The motion carried by the following vote:

- AYES: Councilmembers/Board Members Altamirano, Baca Del Rio, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

7. Request for Proposals to Prepare a CEQA Document for Slauson Avenue Sidewalk Improvement and Tree Planting Project (Capital Improvement Project)

City Council approved the Request for Proposals (RFP) for a consultant to prepare a CEQA document for the Slauson Avenue Sidewalk Improvement and Tree Planting Project, and authorized the Public Works and Development Services Department to proceed with the issuance of the RFP, advertise for proposals, and designate April 4, 2014, as the proposals due date.

8. Request for Proposals for the Installation, Removal, Maintenance and Storage of Holiday Decorations

City Council approved the issuance of a Request for Proposals for the installation, removal, maintenance, and storage of Holiday Decorations, and authorized the Public Works and Development Services Department to advertise for proposals and designate April 30, 2014, at 5:00 p.m., as the proposals due date.

9. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement with the Los Angeles Regional Food Bank

Councilmember Robles asked that a community outreach effort take place regarding the Emergency Food Assistance Program. Councilmember Robles moved, and Mayor Pro Tem Leon seconded the motion to adopt the proposed Resolution approving an Agreement with the Los Angeles Regional Food Bank for participation in the Emergency Food Assistance Program. The motion carried by the following vote:

- AYES: Councilmembers/Board Members Altamirano, Baca Del Rio, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Aguilar (5)
- NOES: None (0)

ABSTAIN: None (0)

ABSENT: None (0)

10.A Resolution of the City Council of the City of Commerce, California, Approving the Allocation of \$50,000.00 of Measure AA Funding to Resurface the Outdoor Basketball Courts at All City Parks and Authorizing the Issuance of a Request for Proposal for the Project

In response to Councilmember Robles' question of why this item was not agendized under regularly scheduled items, City Administrator Rifá stated that it was placed under the Consent Agenda because the Resurfacing Project had already been approved by Measure AA Committee. Discussion ensued. Mayor Pro Tem Leon moved, and Councilmember Baca Del Rio seconded the motion to approve and adopt a proposed Resolution approving the allocation of \$50,000.00 of Measure AA Funding to resurface the outdoor basketball courts at all City parks, as recommended by the Measure AA Committee, and authorizing the issuance of a Request for Proposals. The motion carried by the following vote:

AYES: Councilmembers/Board Members Altamirano, Baca Del Rio, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Aguilar (5)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: None (0)

11.A Resolution of the City Council of the City of Commerce, California, Approving the Third Amendment to the Services Agreement Between the City of Commerce and Kimley-Horn and Associates, Inc. for Monitoring, Operation and Support of the City's Traffic Signal Control Program

The City Council adopted a proposed Resolution approving the Third Amendment to the Services Agreement between the City of Commerce and Kimley-Horn and Associates, Inc.

SCHEDULED MATTERS

12. Discussion – Council Reorganization Effective Date

This item was heard by City Council after Item #17.

City Administrator Rifá made an oral report regarding Council Reorganization, and recommended that at the Council Meeting on Tuesday, March 18, 2014, City Council selects a new Mayor and Mayor Pro Tem, with the effective date being after Saturday, March 22, 2014, in order to allow the current Mayor to crown Miss Commerce. According to City Administrator Rifá, the proposed procedure is the same that was used last year. Discussion ensued. There was a consensus by Council to direct staff to bring back a Resolution for future consideration to change the date of Council Reorganization to the first meeting in April, instead of the second meeting in March.

13. City Council Protocols

City Administrator Rifá provided a brief overview of the item, spoke about the roles of City Councilmembers, and recommended approval of the proposed City Council Protocols. Mayor Pro Tem Leon stated that she had requested this item for discussion, and added that Council needs to understand the importance of respecting one another and to follow a professional approach when it comes to differences in ideas. Discussion ensued. There was a consensus by Council to allow Councilmembers more time to review the proposed document and submit recommendations to the City Administrator for incorporation into the

document. Councilmember Altamirano moved, and Mayor Pro Tem Leon seconded the motion to receive and file the report. The motion carried by the following vote:

- AYES: Councilmembers Altamirano, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (4)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: Councilmember Baca Del Rio (1)

14.Placement of Unattended Donation Collection Bins in the City of Commerce

City Planner Marquez provided a brief presentation to City Council regarding the placement of unattended donation collection bins throughout the City of Commerce, and outlined different options for regulating the donation bins. Discussion ensued. There was a consensus by Council to direct staff to prepare an Ordinance allowing donation bins only at locations occupied by eligible non-profit organizations, and subject to specific standards. Mayor Pro Tem Leon moved, and Councilmember Altamirano seconded the motion to receive and file the report. The motion carried by the following vote:

- AYES: Councilmembers Altamirano, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (4)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: Councilmembers Baca Del Rio (1)

15.Report on City’s Accomplishments

Councilmember Altamirano recommended that City Council review this item at the next City Council meeting. Discussion ensued. There was a consensus by Council to have this item brought back up at the first Council meeting in April 2014.

16. Commission Appointments

City Council made the following appointments to Commission/Committee:
Mayor Aguilar re-appointed Anthony Gonzales to the Traffic Commission. Councilmember Robles appointed Patricia Acero to Pageant Steering Committee. Youth Advisory Commission Appointment and Measure AA Committee appointments were continued.

CIP PROGRESS REPORT

17.Library Renovation Project Update

This item was heard by City Council after Item #11.

Xavier Adrian, Adrian-Gaus Architects, provided a status update regarding the Library Renovation Project. Discussion ensued, including that on proposed flooring, seating areas, and chair fabric. According to Mr. Adrian, the Library will re-open at the end of July 2014. City Administrator Rifá stated that during the previous City Council meeting, Council appropriated \$151,000, towards the exterior renovation of the Library, and that the Measure AA Committee was also reviewing a \$100,000 project for the exterior renovation.

Councilmember Altamirano left Council Chambers at 7:50 p.m. and returned to Council Chambers at 8:05 p.m.

Councilmember Baca Del Rio left Council Chambers at 7:47 p.m.

Mayor Pro Tem Leon moved, and Councilmember Robles seconded the motion to receive and file the report. The motion carried with the following vote:

MINUTES OF THE CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY MEETINGS

March 4, 2014

Page 6

- AYES:** Councilmembers Robles, Mayor Pro Tem Leon, and Mayor Aguilar (3)
- NOES:** None (0)
- ABSTAIN:** None (0)
- ABSENT:** Councilmembers Altamirano and Baca Del Rio (2)

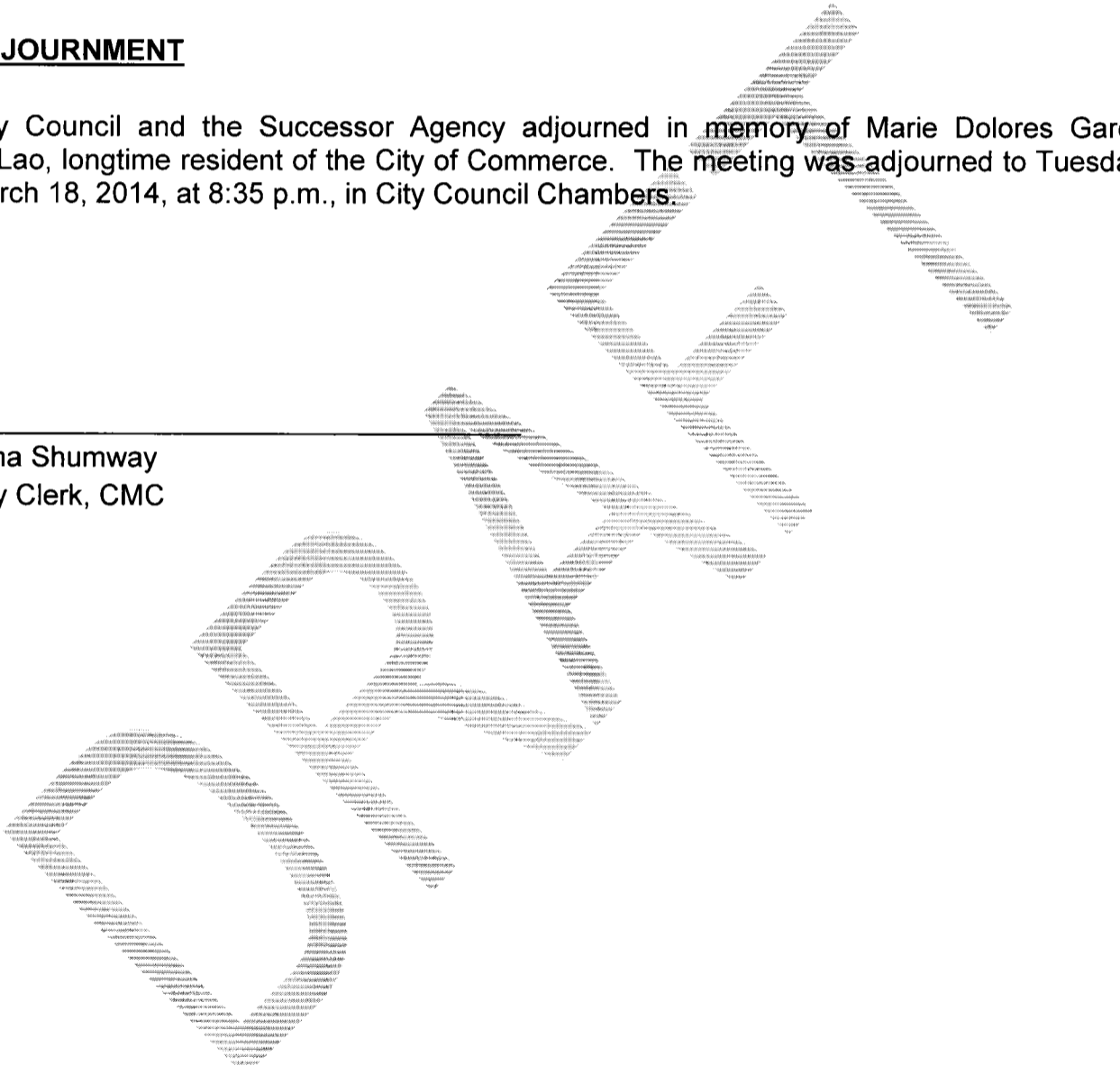
LEGISLATIVE UPDATES

18. Deputy City Administrator Mendoza briefed City Council on the current state legislative session, including SB 1064, regarding railroad safety and Public Utilities Commission, and AB 471, regarding the financing of projects by redevelopment successor agencies. Discussion ensued. Councilmembers expressed that they like seeing monthly reports from the executive team, as it provides them with an overview of what has been completed, and what is planned to be achieved in the future. City Administrator Rifa noted that the strategic plan is in the process of being updated, and will be presented to Council in the near future.

ADJOURNMENT

City Council and the Successor Agency adjourned in memory of Marie Dolores Garcia DeLao, longtime resident of the City of Commerce. The meeting was adjourned to Tuesday, March 18, 2014, at 8:35 p.m., in City Council Chambers.

Lena Shumway
City Clerk, CMC





AGENDA REPORT

Meeting Date: March 18, 2014

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR THE PURCHASE OF A COMPRESSED NATURAL GAS (CNG) SERVICE TRUCK

RECOMMENDATION:

Move to approve the resolution and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND:

The City's Transportation Department is currently using a 1987 GMC service truck to maintain the City's transit fleet. This vehicle has significantly exceeded its useful lifespan.

ANALYSIS:

The Request for Proposal (RFP) would be for a new Compressed Natural Gas (CNG) powered service truck to help maintain the City's transit fleet and respond quickly to vehicle breakdowns. The CNG truck would be fueled at the City's CNG fueling station, which would realize a significant savings in fuel costs.

ADVANTAGES OF CNG VEHICLES:

Fuel Cost Advantages

- Natural gas is cheaper, per equivalent gallon of gasoline. On average, natural gas is one-third less than gasoline at the pump nationwide.

Environmentally Clean

- Natural gas is the cleanest burning fossil fuel today;
- Produce the fewest emissions of all vehicle types; and
- Contain significant less pollutants than gasoline or diesel vehicles

Maintenance Advantages

- Some tune-ups have been extended up to 50,000 miles;
- Oil changes have been extended up to 25,000 miles; and
- Pipes and mufflers last longer, because the natural gas does not react with the metals

The City has been assisted by the Montebello Bus Lines' staff in regards to developing the CNG truck specifications.

FISCAL IMPACT:

The proposed activity can be paid for out of Federal Transit Administration (FTA) Grant Number CA-90-Z094, with an appropriation of \$150,000. Expenditures for the proposed activity will amount to \$150,000 for Fiscal Year 2014. Combined with all other reasonably known, planned and approved expenditures for this line item and cost center, the proposed activity can be absorbed within current budget limitations for the remainder of the fiscal year.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda item relates to the 2012 strategic planning goal: “review and update services and activities to increase efficiency,” as the purchase of the CNG shop truck will realize a savings in fuel and maintenance costs, while reducing the City’s carbon footprint.

Recommended by:



Claude McFerguson
Director of Transportation

Respectfully submitted




George Rifa
City Administrator

Budget Impact Review by:



Vilko Domic
Director of Finance

Approved as to Form:



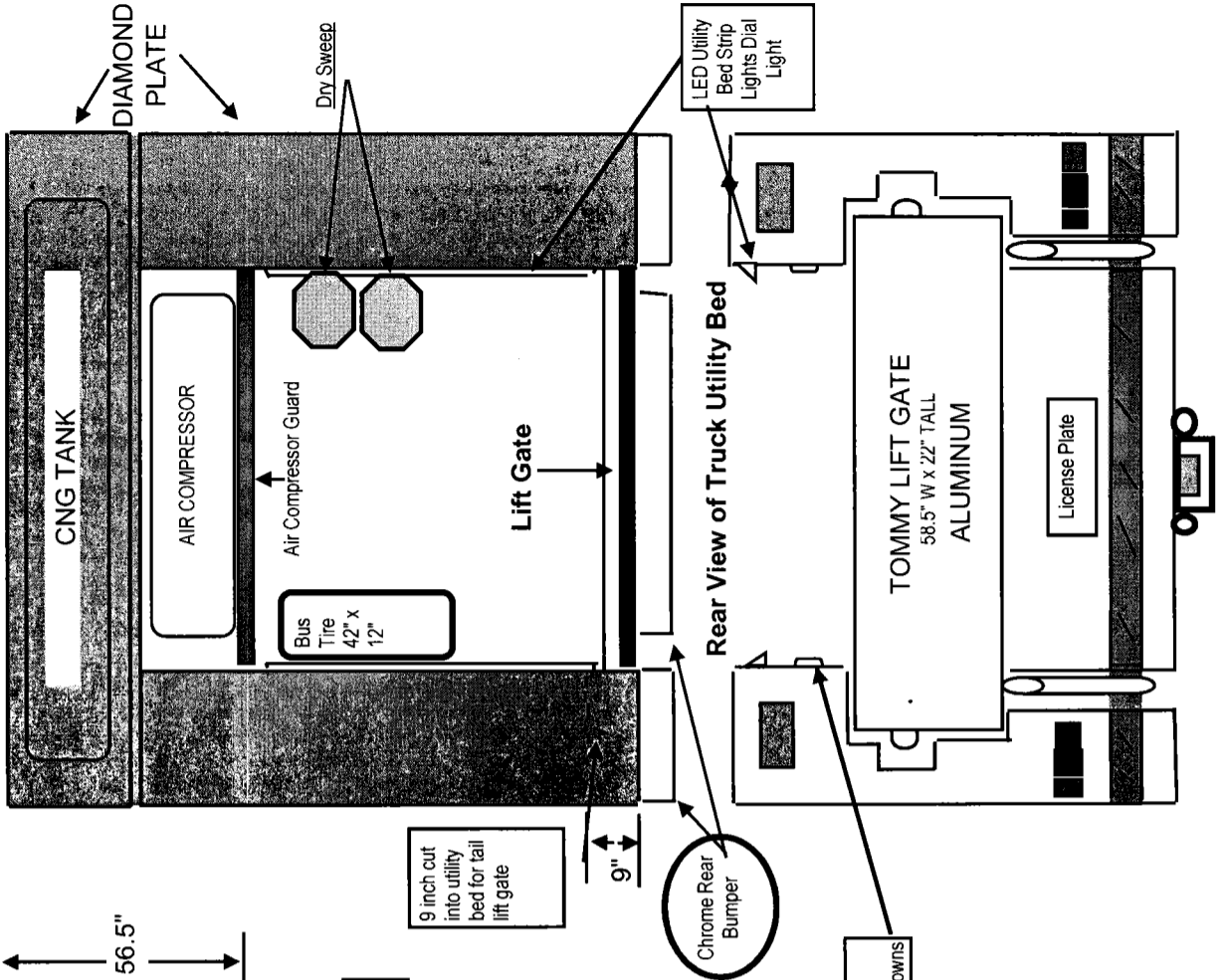
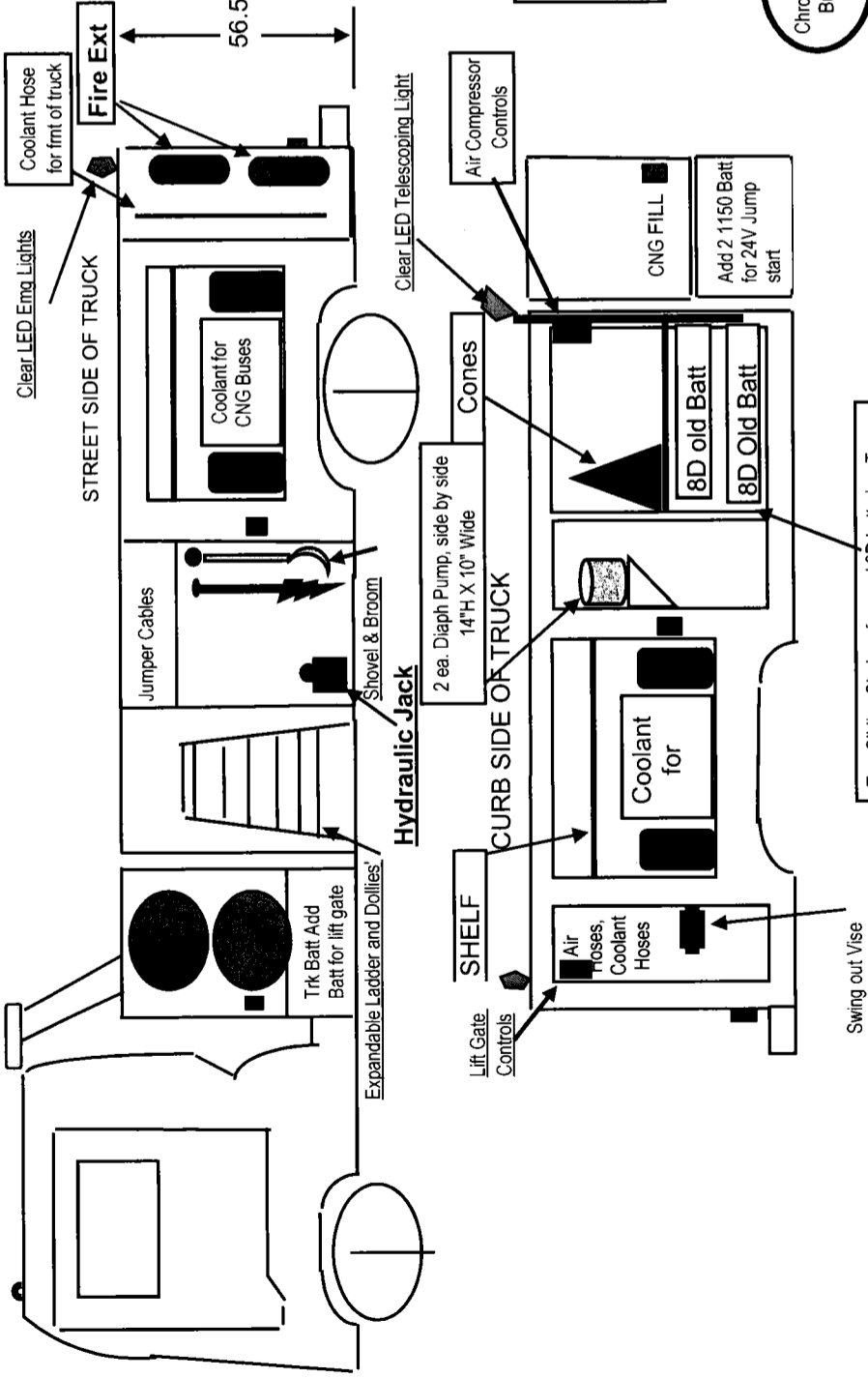
Eduardo Olivo
City Attorney

Attachment: Proposed New Service Truck Specifications

**COMMERCE
PROPOSED NEW SERVICE TRUCK**

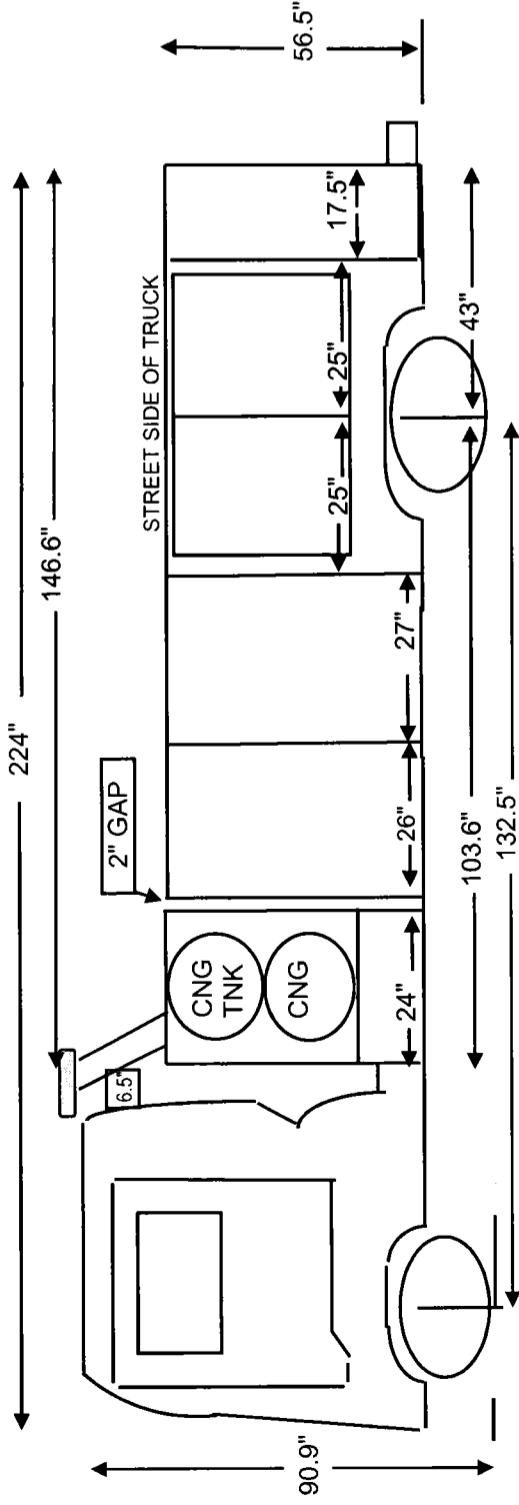
224"

Top View of Utility Bed

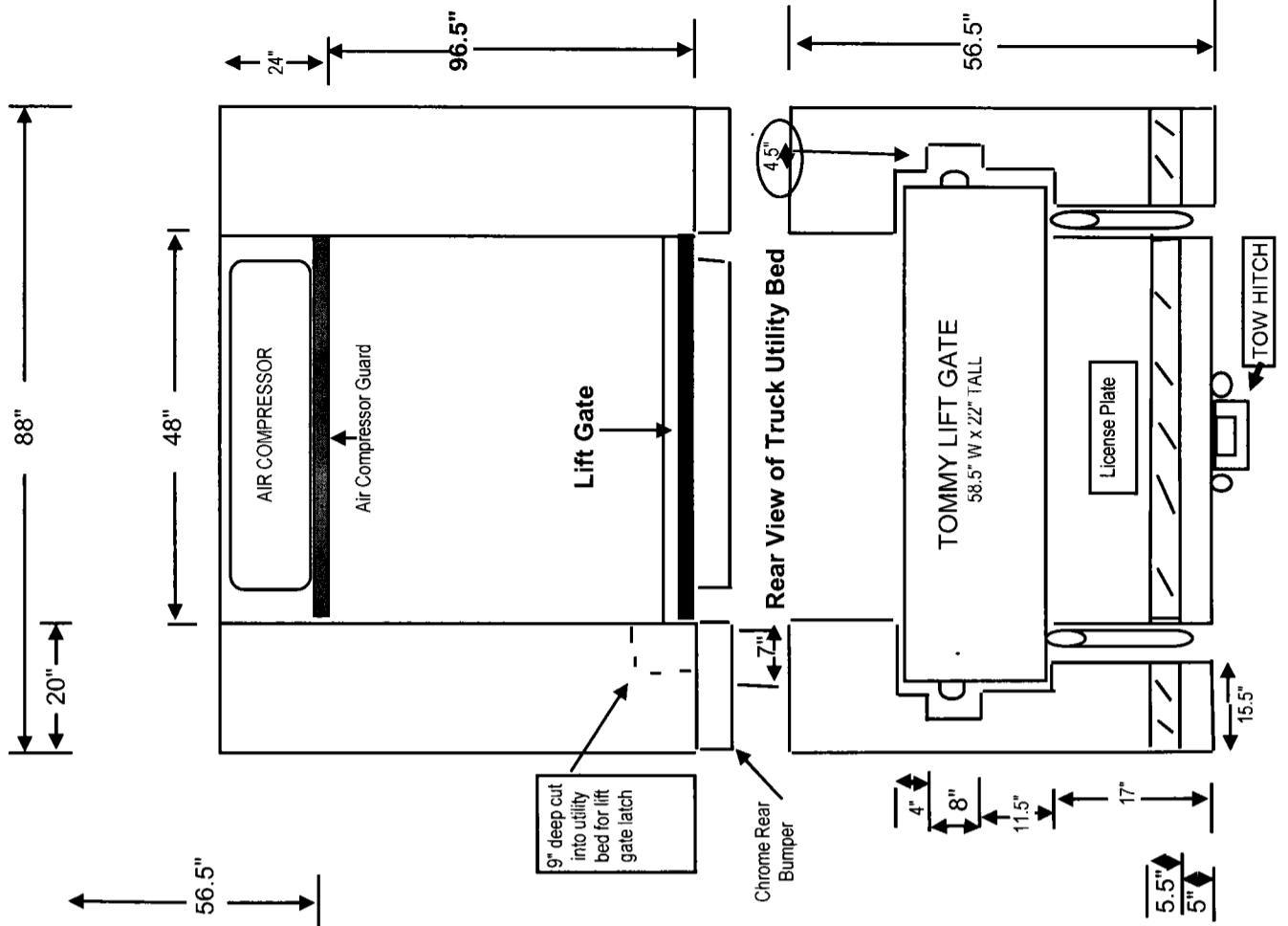


Two Sliding Shelves for used 8D batteries. Trays shall be rated at 125 lbs 12" apart or 24" in Height x 27" Wide. 24" H X 27" WX20"D with Wood on right and left side to prevent Positive and Negative Battery Posts from Grounding. Tray bottom shall be galvanized to prevent rust.

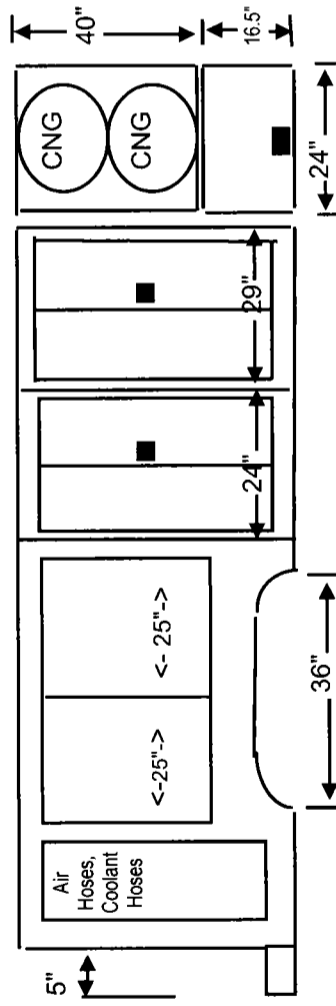
**COMMERCE
PROPOSED NEW SERVICE TRUCK**



Top View of Utility Bed



CURB SIDE OF TRUCK



STANDARD Isuzu NPR Gas Converted to CNG DIMENSIONS

Height	Cab Over Ft:	GVWR
Cargo Long Bx	90.9" 8'	12,000
Exterior Total length:	153.1" 13'	
	224" 18.6'	

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSAL
(RFP) FOR THE PURCHASE OF A COMPRESSED NATURAL GAS (CNG)
SERVICE TRUCK**

WHEREAS, the City of Commerce has an pending transit capital project grant from the Federal Transit Administration (CA-90-Z093); and

WHEREAS, the City's Transportation Department is currently using a 1987 GMC service truck to maintain the City's transit fleet, which has significantly exceeded its useful lifespan; and

WHEREAS, the CNG truck would be fueled at the City's CNG fueling station, which would realize a significant savings in fuel costs; and

WHEREAS, the above grant includes funding for a new CNG service truck to help maintain the City's transit fleet; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Issue a Request for Proposal (RFP) for the purchase of a CNG Service Truck for the City's transit fleet.

PASSED, APPROVED AND ADOPTED this 18th day of March, 2014.

Joe Aguilar, Mayor

ATTEST:

Lena Shumway, CMC
City Clerk



AGENDA REPORT

MEETING DATE: March 18, 2014

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF COMMERCE, BNSF RAILWAY COMPANY AND CHALMERS CORPORATION, DBA C.E.G. CONSTRUCTION COMPANY

RECOMMENDATION:

Approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND/ANALYSIS:

Chalmers Corporation, dba C.E.G. Construction Company ("CEG") has been constructing a warehouse at 6100 Garfield Avenue, in the City of Commerce. The project requires the reconstruction of the roadway and installation of railroad crossing signals and activation equipment within the existing Burlington Northern and Santa Fe Railway ("BNSF"). The City of Commerce (the "City") is requiring CEG to install, at its cost, a new crossing surface at Garfield Avenue with a new concrete surface. In order to proceed with such construction, CEG and the City must execute a grade crossing construction and maintenance agreement with the BNSF ("the "Agreement").

Pursuant to the Agreement, BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the project, which will include: procurement of materials, equipment and supplies; preliminary engineering, design, and contract preparation; furnishing of flagging services during construction; furnishing engineering and inspection as required; installation of one 120 foot concrete crossing surface for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing; installation of Crossing Signal Equipment and Crossing Signal Control House; provision of an interface box, with contact terminals, mounted on the side of the Crossing Signal Control House; making changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, as may become necessary.

CEG will be required to pay all costs for the project. CEG will also be required to furnish to BNSF plans and specifications; obtain all required permits and approvals; acquire all required rights of way; make arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities which may be necessary for the construction; and construct certain elements of the project. CEG is also being required to indemnify, defend and hold harmless BNSF and the City in connection with such work.

Once the project is completed, the City will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Garfield Avenue roadway; maintain the elevation of Garfield Avenue approaches to match the elevation on the railroad track crossing surfaces; and maintain the advanced railroad crossing warning signs and pavement markings. BNSF will operate and maintain the Crossing Signal

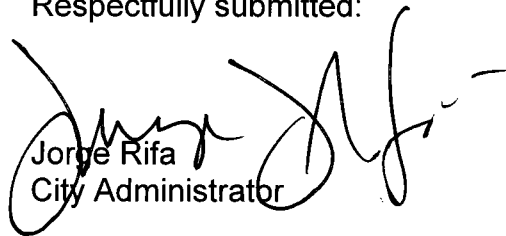
Equipment, Crossing Signal Control House, and the new crossing surfaces; operate and maintain the necessary relays and the other materials required to preempt the highway traffic control signals with the grade crossing warning devices; and operate and maintain the railroad crossing warning devices up to the contact terminals in the interface box.

Staff and the City Attorney have reviewed the Agreement and recommend that it be approved by the City Council.

FISCAL IMPACT

The City will not incur direct costs as a result of the approval of the Agreement. Pursuant to the Agreement, the CEG will be required to pay all such costs and indemnify the City in connection with the performance of the Agreement. Any costs that the City will incur in connection with the maintenance of the street would have been incurred regardless of the Agreement and are unknown at this time.

Respectfully submitted:



Jorge Rifa
City Administrator

Fiscal Impact Reviewed by:



Vilko Domic
Director of Finance

Approve as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF COMMERCE, BNSF RAILWAY COMPANY AND CHALMERS CORPORATION, DBA C.E.G. CONSTRUCTION COMPANY

WHEREAS, Chalmers Corporation, dba C.E.G. Construction Company ("CEG") has been constructing a warehouse at 6100 Garfield Avenue, in the City of Commerce. The project requires the reconstruction of the roadway and installation of railroad crossing signals and activation equipment within the existing Burlington Northern and Santa Fe Railway ("BNSF"); and

WHEREAS, the City of Commerce (the "City") is requiring CEG to install, at its cost, a new crossing surface at Garfield Avenue with a new concrete surface. In order to proceed with such construction, CEG and the City must execute a grade crossing construction and maintenance agreement with the BNSF ("the "Agreement"); and

WHEREAS, pursuant to the Agreement, BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Grade Crossing Construction and Maintenance Agreement between the City of Commerce, BNSF Railway Company and Chalmers Corporation, dba C.E.G. Construction Company is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 18th day of March, 2014.

Joe Aguilar
Mayor

ATTEST:

Lena Shumway
City Clerk

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No. _____
Garfield Avenue
U.S. D.O.T No. 860869E
Railroad Line Segment 7665
Railroad Milepost 4.09

This Agreement ("**Agreement**"), is executed to be effective as of this _____ day of _____, 2014 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), the CITY OF COMMERCE, a political subdivision of the State of California ("**Agency**") and CHALMERS CORPORATION, dba C.E.G. Construction Company ("**CEG**"). BNSF, Agency, and CEG may collectively be referred to as "**Parties**".

RECITALS:

WHEREAS, BNSF operates a line of railroad in and through the City of Commerce, State of California;

WHEREAS, CEG is undertaking a project to construct a warehouse on the southeast quadrant of the tracks at the existing Garfield Avenue at-grade crossing, located at Milepost 4.09, and designated by U.S. D.O.T No. 860869E, which will require the reconstructing of the roadway and installing railroad crossing signals and activation equipment within the existing roadway easement across the BNSF as indicated on the Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment"); and

WHEREAS, the Agency also desires BNSF to install a new crossing surface at Garfield Avenue with a new concrete surface; and

WHEREAS, the CEG is paying for the acquisition and installation of crossing signal equipment and the new crossing surface at Garfield Avenue; and

WHEREAS, BNSF agrees to purchase and install, at CEG's sole expense, the crossing signal equipment and the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term "**Project**" as used herein includes any and all work related to the reconstruction/widening of the Garfield Avenue by Agency and installation of crossing signals/activation equipment/new crossing surfaces at U.S. D.O.T No. 860869E, (hereinafter referred to as the "**Crossing**") by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all necessary (i.e. required in order to comply with applicable laws and permits and/or to prevent unsafe conditions at the Project) changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – BNSF OBLIGATIONS

In consideration of the covenants of Agency and CEG set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project that BNSF is obligated under this Agreement to perform, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D to reflect actual projected costs. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation for the railroad work;
- (c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (e) Installation of one 120 foot concrete crossing surface for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalks;
- (g) Installation of Crossing Signal Equipment and Crossing Signal Control House as shown on Exhibit A;
- (h) Provide an interface box, with contact terminals, mounted on side of Crossing Signal Control House; and
- (i) Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.

2. BNSF will do all railroad work set forth in Article II, Section 1 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

3. CEG agrees to reimburse BNSF for work of an emergency nature caused by CEG in connection with the Project which BNSF reasonably deems is necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and CEG agrees to fully reimburse BNSF for the necessary (i.e. unavoidable) costs of all such emergency work.

4. BNSF may charge CEG for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, and included in Exhibit D the BNSF Railway Company FHPM Cost Estimate regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

5. During the construction of the Project, BNSF will send CEG progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. CEG must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Lien releases acceptable to Agency and CEG and inspector approval shall be provided as a condition of each payment. Upon completion of the Project, BNSF will send CEG a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, CEG must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to CEG under this section. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the Agency the cause of action for failure to reimburse BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred and eighty (180) days of the date of the final invoice.**

ARTICLE III – OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, CEG agrees as follows:

1. CEG must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.
2. CEG must make any required application and obtain all required permits and approvals for the construction of the Project.
3. CEG must acquire all rights of way necessary for the construction of the Project.
4. CEG must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
5. CEG must construct the elements of the Project as shown on the attached Exhibit A and do all work ("CEG's Work") provided for in the plans and specifications for the Project, except work that will be performed by BNSF hereunder. CEG must furnish all labor, materials, tools and equipment for the performance of CEG's Work. The principal elements of CEG's Work are as follows:
 - (a) Design and Reconstruction/Construction of Garfield Avenue, in relation to the Project;
 - (b) CEG or Agency must provide BNSF in writing, using the BNSF Preemption Worksheet attached hereto and made part of this Agreement as Exhibit "B", with the total preempt cycle time required from the start of the preempt cycle of highway traffic control signals until the arrival of the train at the highway-rail crossing;
 - (c) CEG will connect the highway traffic control signals to the contact terminals in the interface box including all necessary cable and conduit;
 - (d) CEG must install the new highway traffic control signals;

- (e) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
- (f) Installation of advance warning signs in accordance with the MUTCD;
- (g) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (h) Provide suitable drainage, both temporary and permanent;
- (i) Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment;
- (j) Construct asphalt roadway surface on approaches to each track. Roadway surface will match elevation of the Main Track crossing surface and remain level to a point at least thirty (30) feet from nearest rail. Any concrete headers will be constructed no closer than 5'-6" (preferably 6'-0") from centerline of each track to provide for a minimum of 11'-0" (preferably 12'-0") opening for track and railroad crossing surface;
- (k) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF; and
- (l) Remove one of the existing tracks that are no longer in use by BNSF through the street.

6. CEG or Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.

7. CEG must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.

8. CEG must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

9. CEG's Work must be performed by CEG in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

10. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of CEG, CEG shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the letter agreement attached hereto As Exhibit C-1. Prior to performing any future maintenance with its own personnel, CEG shall: comply with all of BNSF's applicable safety rules and regulations; require any CEG employee performing maintenance to complete the safety training program at the BNSF's Internet Website "contractororientation.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

11. CEG to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, CEG to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

12. CEG must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for BNSF to stop construction at no cost to CEG or BNSF until these items are completed.
- (c) In addition to the liability terms contained elsewhere in this Agreement, CEG hereby indemnifies, defends and holds harmless BNSF and the Agency for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses), to the extent arising out of or in any way contributed to by any act or omission of CEG, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by CEG, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way. **THE LIABILITY ASSUMED BY CEG WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**
- (d) CEG will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. CEG must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

13. CEG must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III; (ii) the provisions set forth in Article IV; and (iii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 14, all construction work performed hereunder by CEG for the Project will be pursuant to a contract or contracts to be let by CEG, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered

to BNSF a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance;

- (d) If it is in CEG's best interest, CEG may direct that the construction of the Project be done by day labor under the direction and control of CEG, or if at any time, in the opinion of CEG, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, CEG may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, CEG will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1; and
- (e) To facilitate scheduling for the Project, CEG shall give BNSF's Roadmaster 60 days advance notice of the proposed times and dates for work windows. BNSF and CEG will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

15. CEG must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, CEG must notify BNSF's Manager Public Projects, in writing, of the date on which CEG and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. **TO THE FULLEST EXTENT PERMITTED BY LAW, CEG HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF CEG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY CEG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CEG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) CEG'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CEG, OR (VII) AN ACT OR OMISSION OF CEG OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

ARTICLE IV – JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
2. The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.
3. CEG must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) CEG (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) CEG (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project. The work stoppage will continue until all necessary actions are taken by CEG or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a CEG breach of this Agreement, BNSF may immediately terminate the Agreement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Victor M. San Lucas
City Engineer
2335 Commerce Way
Commerce, CA 90040
victors@ci.commerce.ca.us
323-722-4805 Ext. 2206

5. CEG must supervise and inspect the operations of all CEG contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by CEG personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until CEG corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Victor San Lucas and CEG for appropriate corrective action.
6. Pursuant to this section and Article II, Section 5 herein, and subject to the provisions of this Agreement, CEG must reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement.
7. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual

attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

8. All expenses detailed in statements sent to CEG pursuant to Article II, Section 5 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 1 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

9. The construction of the Project will not commence until CEG gives BNSF's Manager Public Projects ten (10) days prior written notice of such commencement. The commencement notice will reference BNSF's file number 026715W and D.O.T. Crossing No. 026715W and must state the time that construction activities will begin.

10. In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF, Agency and CEG agree to the following terms upon completion of construction of the Project:

- (a) Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Garfield Ave roadway.
- (b) Agency will maintain the elevation of the Garfield Ave roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.
- (c) Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.
- (d) Agency will do nothing and permit nothing to be done in the maintenance of the Garfield Ave roadway, which will interfere with or endanger facilities of BNSF.
- (e) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (f) BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition and the new crossing surfaces, from end-of-tie to end-of-tie.
- (g) BNSF will operate and maintain, at its expense, the necessary relays and the other materials required to preempt the highway traffic control signals with the grade crossing warning devices.
- (h) BNSF will operate and maintain, at its expense, the railroad crossing warning devices up to the contact terminals in the interface box.
- (i) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- (j) If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing

surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

- (k) If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
 - a) In the event that BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House. For purposes of this provision only, the term "BNSF" shall include any entity that BNSF licenses, contracts with, invites, or otherwise authorizes to use or operate BNSF's line.
 - b) In the event the Crossing Signal Equipment is damaged or destroyed by any reason of the fault of CEG or its subcontractors, CEG must reimburse BNSF for the costs to replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
- (l) If the Crossing Signal Equipment and/or Crossing Signal House installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable Agency at the time of such replacement is warranted.

11. CEG must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, CEG must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. CEG will be responsible for its contractor(s) compliance with such obligations.

12. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

13. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

14. In the event construction of the Project does not commence within one (1) year of the Effective Date, this Agreement will become null and void.

15. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

16. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

17. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, CEG and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

18. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

19. In the event that anyone or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

20. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects
740 East Carnegie Drive
San Bernardino, CA 92408

Agency: City Engineer
2335 Commerce Way
Commerce, CA 90040
323-722-4805

CEG: James Devling
C.E.G. Construction
7901 S. Crossway Drive
Pico Rivera, CA 90660
Phone: (562) 948-4850
Fax: (562) 948-1735

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

AGENCY

CITY OF COMMERCE

By: _____

Printed Name: _____

Title: _____

WITNESS:

~~CHALMERS CORPORATION~~

By: _____

Printed Name: JAMES N. DEVLING

Title: CHIEF FINANCIAL OFFICER

WITNESS:



Exhibit A

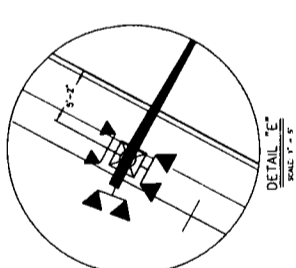
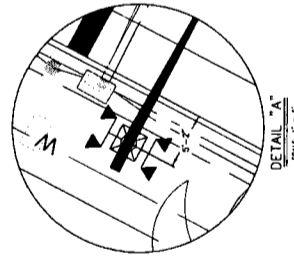
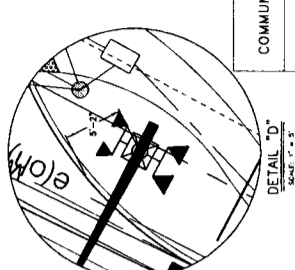
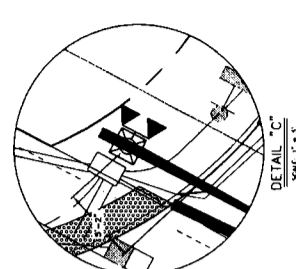
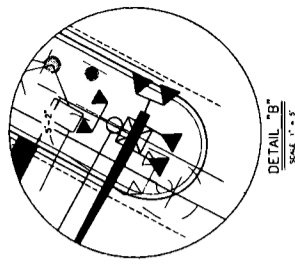
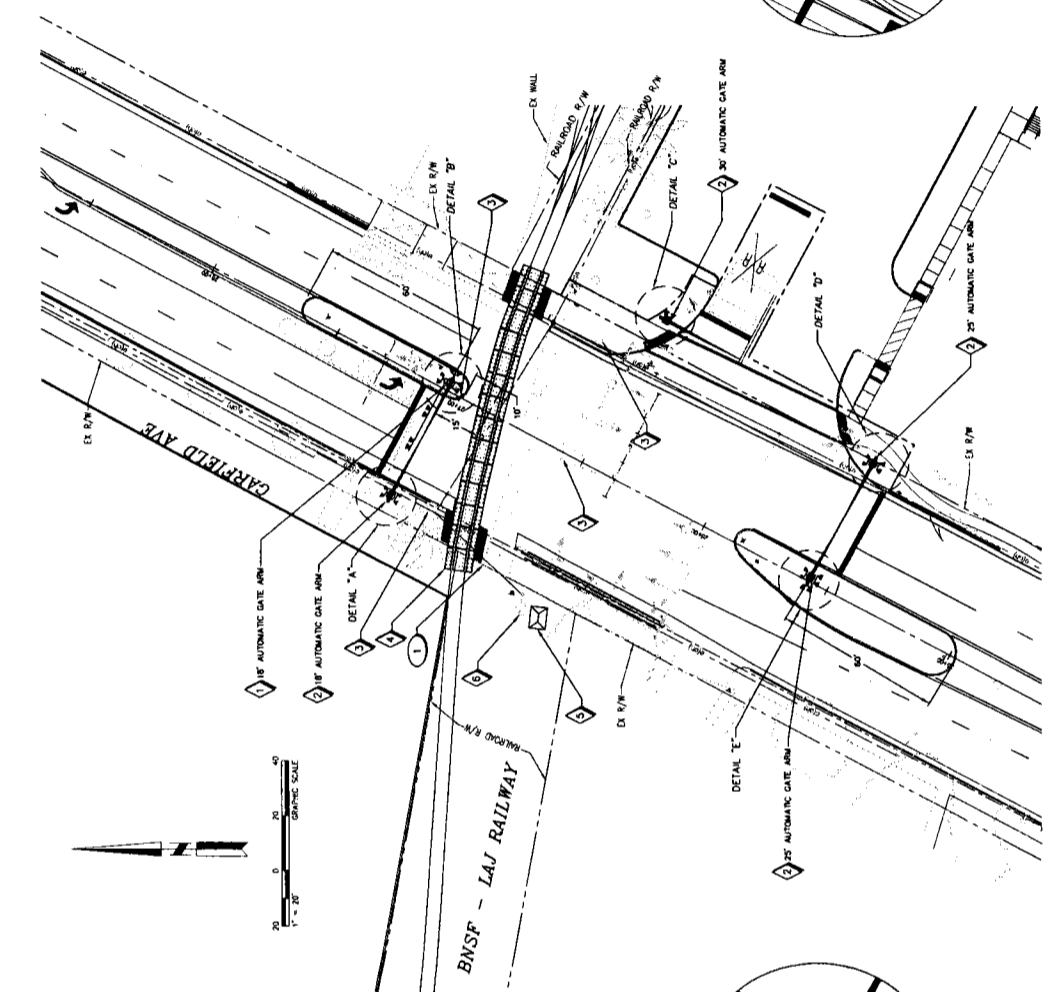
Sketch of project

BNSF CONSTRUCTION NOTES

- 1 NEW STANDARD 8'-4" RAILROAD CANTILEVER FLASHING LIGHT SIGNAL ASSEMBLY.
- 2 NEW STANDARD 9 RAILROAD FLASHING LIGHT SIGNAL ASSEMBLY.
- 3 REMOVE EXISTING STANDARD 8 RAILROAD FLASHER ASSEMBLY.
- 4 INSTALL NEW TRACK PANELS ACROSS GARFIELD AVENUE.
- 5 INSTALL 6'-8" RAILROAD HOUSE.
- 6 REMOVE EXISTING RAILROAD HOUSE COMPLETE.

CEG CONSTRUCTION NOTES

- 1 REMOVE EXISTING ABANDONED TRACKS PER ROADWAY IMPROVEMENT PLANS.



PLAN SUBJECT TO CPUC AND BNSF APPROVAL PRIOR TO CONSTRUCTION

CITY OF COMMERCE
COMMUNITY DEVELOPMENT DEPARTMENT

GARFIELD AVENUE
ICI PAINT FACILITY
6100 GARFIELD AVENUE

RAILROAD CROSSING IMPROVEMENTS
GARFIELD @ RR XING

SHEET 1 OF 1

NO.	REVISIONS	APPROVED BY	DATE

RAILPROS
Professional Engineering & Surveying
1100 West 10th Street, Suite 100
Lawrence, KS 66044
Tel: 785-843-1111

REGISTERED PROFESSIONAL ENGINEER & SURVEYOR
STATE OF KANSAS
No. C54175
Exp. 12-31-15

APPROVED: _____ DATE _____
RECOMMENDED: _____ DATE _____
PUBLIC WORKS ENGINEER

ATTENTION
All utilities should be located by the contractor prior to work. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to call for underground service alert call: 811.



EXHIBIT A

Exhibit B

Preemption Worksheet

EXHIBIT B

CALCULATIONS FOR DETERMINING TOTAL PREEMPTION TIME REQUIREMENTS

City: Commerce
 By: Karen Hankinson
 Date: 3/1/13
 Crossing Street: Garfield Ave
 Adjacent Street: 8100 Garfield Avenue
 Signal Type: Intersection Traffic Signal

SECTION 1: TIME FROM PREEMPT CALL TO SIGNAL TURNING RED

Preempt verification and response time

- 1. Preempt delay time (seconds) 1.0
- 2. Controller response time to preempt (seconds) 1.0
- 3. Preempt verification and response time (seconds): Sum Lines 1+2 2.0

Vehicle response time

- 4. Worst-case vehicle conflicting phase: none
- 5. Minimum green time during right-of-way transfer (seconds) 3.0
- 6. Other green time during right-of-way transfer (seconds) 0.0
- 7. Yellow change time (seconds) 4.0
- 8. Red clearance time (seconds) 1.0
- 9. Vehicle response time (seconds): Sum Lines 5 thru 8 8.0

Pedestrian response time

- 10. Worst-case conflicting pedestrian phase: None
- 11. Minimum walk time during right-of-way transfer (seconds) 0.0
- 12. Pedestrian clearance time during right-of-way transfer (seconds) 0.0
- 13. Vehicle yellow change time, if not included on line 12 (seconds) 0.0
- 14. Vehicle red clearance time, if not included on line 12 (seconds) 0.0
- 15. Worst-case conflicting pedestrian time (seconds): Sum lines 11 through 14 0.0

Worst-case vehicle or pedestrian response time

- 16. Worst-case vehicle or pedestrian response time (seconds): Max of Line 9 or 15 8.0
- 17. Right-of-way transfer time (seconds): (Lines 3 + 16) 10.0

SECTION 2: CLEARANCE TIME CALCULATION

- 18. Clear storage distance (CSD, feet) 0
- 19. Minimum track clearance distance, MTCD (distance from limit line to 6' past far rail) 152
- 20. Design vehicle length, DVL (ft): 75
- 22. Time for design vehicle to start moving (seconds): Calculate as $2+(L/20)$ (L is 0 here since there is no queue from a downstream intersection) 2.0
- 23. Design vehicle clearance distance, DVCD (Sum Lines 18a thru 20): 230 (rounded up to nearest 5)
- 24a. Average Grade (in nearest whole %) through DVCD 0
- 24b. Grade Factor (from table below) 1.00
- 24c. Time for design vehicle to accelerate through the DVCD (seconds) 21.1
 $T = [1.3536 * (\text{Line 23})^{.505}] * \text{Grade Factor}$
- 25. Clearance time (time in seconds for design vehicle to clear DVCD): Lines 22 + 24c 23.1

SECTION 3: MAXIMUM PREEMPTION TIME CALCULATION

- 26. Right-of-way transfer time (seconds): Line 17 10.0
- 27. Clearance time (seconds): Line 25 23.1
- 28. Desired minimum separation time (seconds) 4.0
- 29. Maximum preemption time (seconds): Sum lines 26 through 28 37.1

SECTION 4: VEHICLE-GATE INTERACTION CHECK

- 53a. Time required for design vehicle to start moving (Line 22) 2.0
- 53b. Line 18 + DVL 75 (rounded up to nearest 5)
- 54a. Average Grade (in nearest whole %) through Line 18 + DVL 0%
- 54b. Grade Factor (from table below) 1.00
- 54c. Time required for vehicle to accelerate through Line 18+DVL 12.0
 $T = [1.3536 * (\text{Line 53b})^{.505}] * \text{Grade Factor}$
- 55. Time required for vehicle to clear descending gates (Lines 53a+54c) 14.0
- 56. Duration of flashing lights before gate descent starts (seconds) 3.0
- 57. Full gate descent time (seconds) 10
- 58. Proportion of non-interaction gate descent time 0.35
- 59. Non-interaction gate descent time (Line 57 x Line 58) 3.5
- 60. Time available for design vehicle to clear (Lines 56 + 59) 6.5
- 61. Advance preemption time (APT) req'd to avoid design vehicle-gate interaction (Lines 55 - 60): 7

SECTION 5: SUMMARY

Total Preemption Time Requested = 37 seconds
 Advance Preemption Time Requested = 10 seconds

Exhibit C

|Insert Exhibit C (Form 0102) and C-1 (Form 0103) here|

EXHIBIT D

[Insert Cost Estimate(s) for Railroad Work here]

EXHIBIT D

C.E.G CONSTRUCTION
PICO RIVERA, CALIFORNIA

PROJECT: 6100 GARFIELD - RAILROAD WORK

Estimated By:
 Junior Vargas
 February 3, 2014

ADDRESS: 6100 GARFIELD

CITY: COMMERCE

OWNER: KTR CAPITAL PARTNERS

SPEC. NO.	SUB-TRADE	ESTIMATED BUDGET AMOUNT
1 1-005	PROJECT GENERAL REQUIREMENTS	17,807
2 2-015	GRADE STAKING	3,000
3 2-070	SELECTIVE DEMOLITION	49,116
4 2-512	OFF-SITE PAVING	28,595
5 2-572	OFF-SITE CONCRETE	35,313
6 2-580	PAVEMENT MARKINGS	17,613
7 2-890	TRAFFIC SIGNAL - NORTHSIDE	174,559
8 13-570	RAILROAD CROSSING INSTALLATION - BNSF	648,097
9 13-570	RAILROAD DESIGN - RAILPROS	130,145
10 13-570	RAILROAD PREEMPTION REVIEW - CTC	31,929
11 21-020	ARCHITECTURAL DESIGN - OC ENG.	2,000
12 21-025	CIVIL ENGINEERING - THIENES	6,340
13 21-025	TRAFFIC SIGNAL DESIGN/SOUTH SIDE - KOA	10,000
14 22-010	PROJECT SUPERVISION	20,351
SUBTOTAL		1,174,864
LIABILITY INSURANCE		13,839
OVERHEAD AND PROFIT:		83,209
TOTAL BASE BID AMOUNT		1,271,912



AGENDA REPORT

MEETING DATE: March 18, 2014

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH UNITED PACIFIC SERVICES INCORPORATED FOR INTERIM TREE MAINTENANCE SERVICES; AND APPROVING THE RELEASE OF A REQUEST FOR PROPOSALS FOR TREE MAINTENANCE SERVICES

RECOMMENDATION:

The City Council will also consider:

1. Approving a resolution for approval of the First Amendment to the Agreement between the City of Commerce and United Pacific Services Incorporated for interim tree maintenance services and assign the number next in order;
2. Approving the issuance of a Request for Proposals for tree maintenance services; and
3. Authorizing the Public Works and Development Services Department to advertise for proposals and designate June 5, 2014, at 5:00 p.m. as the proposals due date.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On October 8, 2013, the City Council awarded an Agreement with United Pacific Services Inc. (UPS) for tree maintenance services (the "Agreement") effective October 1, 2013 on an interim basis for an initial period of six months during which time staff would prepare a Request for Proposal (RFP) to secure tree maintenance services on a more extended basis. The Agreement allows two, three-month extensions, which if granted, would extend the interim tree maintenance service Agreement term to September 30, 2014. Staff completed the RFP and is prepared to advertise for proposals.

UPS' service performance is satisfactory. Staff has not received any complaints regarding their service performance, quality of tree care, response time or safety procedures. Their service, during this interim period, included completion of all outstanding work orders, grid-system tree trimming, and emergency tree service such as removal and replacement of the vandalized trees at Bandini Park. UPS will continue to honor an additional 5% reduction of their service rates as outlined in their May 24, 2012 proposal. Their yard is located within a few miles from the City of Commerce at the intersection of the 710 Freeway and Imperial Highway in Bell Gardens.

Staff recommends that the City Council approve the First Amendment to the Agreement to allow for sufficient time to conduct an RFP process and award a new contract for tree maintenance services on a more extended basis. Staff also recommends authorizing the release of the RFP.

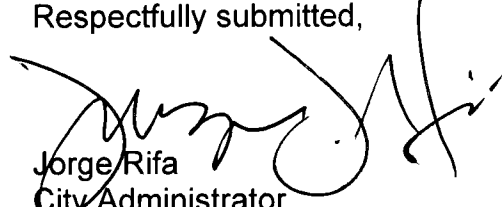
FISCAL IMPACT:

No fiscal impact is expected.

RELATIONSHIP TO STRATEGIC GOALS:


This agenda report item complies with the City's Strategic Goal – *to improve and maintain infrastructure and beautify our community.*

Respectfully submitted,



Jorge Rifa
City Administrator

Recommended by:



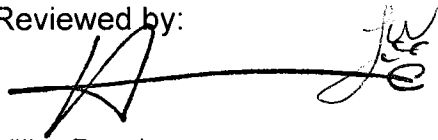
Patrick Malloy
Special Assistant to the City Administrator

Prepared by:




Gina Nila
Environmental Services Manager

Reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

Attachments: Resolution
First Amendment to Agreement with UPS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH
UNITED PACIFIC SERVICES INCORPORATED FOR INTERIM TREE MAINTENANCE
SERVICES

WHEREAS, on October 1, 2013, the City entered into an Agreement with United Pacific Services (UPS) for tree maintenance services (the "Agreement") for an initial period of six months; and

WHEREAS, the Agreement allows two, three-month extensions, which if granted, would extend the interim tree maintenance service Agreement term to September 30, 2014; and

WHEREAS, UPS' service performance has been satisfactory and void of any complaints regarding their service performance, quality of tree care, response time, or safety procedures; and

WHEREAS, UPS will continue to honor their an additional 5% reduction of their service rates as outlined in their May 24, 2012 proposal; and

WHEREAS, staff recommends that the City Council approve the First Amendment to the Agreement to allow sufficient time to conduct an RFP process and award a new Agreement for tree maintenance services on a more extended basis.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

SECTION 1. The First Amendment to the Agreement by and between UPS and the City of Commerce is hereby approved. The Mayor is authorized to sign the First Amendment for and on behalf of the City.

SECTION 2. The City shall utilize account number 10-5165-55021, Tree and Turf Maintenance for this service.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

Joe Aguilar, Mayor

ATTEST:

Lena Shumway
City Clerk

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF COMMERCE
AND UNITED PACIFIC SERVICES, INC. FOR INTERIM TREE MAINTENANCE
SERVICES**

The First Amendment to the Agreement (hereinafter "First Amendment") is made and entered into as of the 18th day of March, 2014 ("Effective Date") by and between the City of Commerce, a public body of the State of California ("City") and United Pacific Services (UPS), Inc., a California corporation in good standing ("Contractor").

WITNESSETH

This First Amendment is made with reference to the following facts:

- A. As of the 1st day of October 2013, the parties hereto entered into a certain "Tree Maintenance Services Agreement" (hereinafter "Agreement") for an interim period of six months with an optional two separate three month extension periods after completion of the Interim Term.
- B. The parties hereto mutually desire to enter into a First Amendment to the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties hereto agree as follows:

1. Term of Agreement:

Pursuant to provisions in Section 2 ("Term") of the Agreement:

- A. The parties hereto agree to extend the Interim Term by up to two separate three month extension periods after completion of the Interim Term.
- B. The new extended term will expire on September 30, 2014.

City of Commerce, a Municipal Corporation

UPS, Inc., Contractor

Joe Aguilar, Mayor

Gus Franklin, President

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Lena Shumway
City Clerk

Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: March 18, 2014

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF COMMERCE AND INTELLIBRIDGE PARTNERS

RECOMMENDATION:

Approve and adopt and assign the number next in order.

MOTION:

Move to approve the recommendation.

ANALYSIS:

It is recommended that the Council extend and revise the current IntelliBridge Interim Personnel Services Agreement to provide special election services should any of the recall petitions currently circulating move forward. These services would be utilized on an "as needed" basis. There is no fixed fee and would be paid for on an hourly basis.


It is the City's intent in the event the recall petitions move forward to provide continuity and consistency with Pat Healy as the assigned individual. Ms. Healy served as our Interim City Clerk and is available to continue working to support the City Clerk's office in this specialized field of election procedures and law. In turn, this will allow our new City Clerk to have oversight over the process as the Elections Official and yet concentrate on the other significant responsibilities and duties of the City Clerk.

The former Interim City Clerk will fill this need for several months or until such time we no longer need the interim services. It is anticipated that Ms. Healy will work varied hours each week only as needed by the City Clerk.

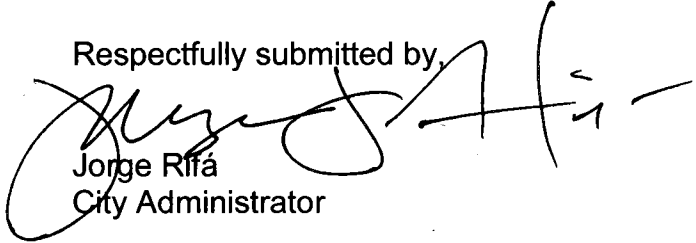
FISCAL IMPACT/ALTERNATIVES:

The billing rate for these services is \$79.00 per hour. Existing budget will be used to the extent available.

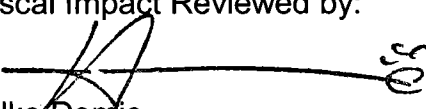
Prepared by:


Michael A. Casalou
Director of Human Resources

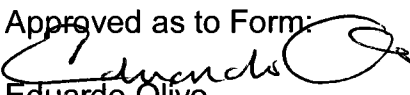
Respectfully submitted by,


Jorge Rifa
City Administrator

Fiscal Impact Reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF COMMERCE AND INTELLIBRIDGE PARTNERS

WHEREAS, the City previously approved an agreement with IntelliBridge Partners, Inc. for interim City Clerk services; and

WHEREAS, although the City Clerk position is now filled, in an effort to effectively manage the demands of the recall activities, staff is recommending continuing the contract with IntelliBridge Partners; and

WHEREAS, IntelliBridge Partners is a highly respected professional services firm that specializes in providing both temporary and permanent public sector personnel. Staff is seeking assistance to provide Public Affairs/Recall consulting services for municipalities and election assistance if needed, as well as handle special projects in relation to the City Clerk's office; and

WHEREAS, the former interim City Clerk will fill this need for several months or until such time as her services are no longer needed. It is anticipated this consultant will work varied hours each week only as needed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Agreement between the City of Commerce and IntelliBridge Partners for Personnel Services is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 18th day of March, 2014.

Joe Aguilar
Mayor

ATTEST:

Lena Shumway
City Clerk



One Firm. All Angles.

February 25, 2014

Michael A Casalou
Director of Human Resources
City of Commerce
2535 Commerce Way
Commerce, CA 90040

Dear Mr. Casalou:

In accordance with your request, we are presenting this proposal to provide consulting services to City of Commerce. You have indicated you will require the services of a Public Affairs/Recall Consultant to serve as a consultant for municipal elections and handle special projects in relation to the City Clerk's office and perform other related duties as assigned.

Following is some important information about our services:

1. **RESPONSIBILITY:** Consulting staff shall report directly to you during this assignment. It is understood that the management of your organization is responsible for the substantive outcome of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of these services.
2. **EMPLOYEE:** Consulting staff at all times will be an employee of IntelliBridge Partners.
3. **INSURANCE:** IntelliBridge Partners maintains general liability, automobile liability, excess liability, workers compensation and employers' liability, and professional liability insurance. Certificates of Insurance are available upon request.
4. **RATES:** The billing rate for these services is \$79.00 per hour. Overtime, considered work in excess of 8 hours a day, will be billed at time and a half. Any work performed in excess of 12 hours per day will be billed at double time. The base billing rate will increase 5 percent on the annual commencement date of employment (e.g. every 12 months).
5. **BILLING:** Services will be billed once a month on approximately the first day of the month.

3000 S Street, Ste. 300
Sacramento, CA 95816
916.642.7026

2121 N. California Blvd., Ste. 750
Walnut Creek, CA 94596
925.274.0190

2029 Century Park East, Ste. 500
Los Angeles, CA 90067
310.277.3373

4675 MacArthur Court, Ste. 600
Newport Beach, CA 92660
949.296.4364

225 Broadway, Ste. 1750
San Diego, CA 92101
619.573.1113

701 Fifth Avenue, Ste. 4256
Seattle, WA 98104
206.262.7850

intellibrIDGEpartners.com

6. EXTENSION: These services may be extended by our mutual agreement.
7. NOTICE: At any time during the performance of these services, you may terminate or significantly reduce these services for any reason with two weeks notice. Although you will have day-to-day contact with our consultant, please provide information about any changes or termination directly to Sharon Kropf at skropf@intellibridgepartners.com or 916-642-7116.
8. GUARANTEE: If, for any reason you are not satisfied with the consultant provided to you, IntelliBridge will not charge for the first eight hours worked, provided that IntelliBridge replaces the consultant assigned. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional assigned is satisfactory.
9. TIME SHEET: Our consultant will submit for your signature either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval indicates your acknowledgement of the consultant hours worked and the agreed terms of payment.
10. CONTRACTING: During this interim assignment and for twelve months after termination of the assignment, you are prohibited from contracting directly with our consultants or referring them to another employer for the same or other contract assignments.
11. CONVERSION FEE: After you evaluate the performance and potential of our consultant on the job, you may wish to employ this person directly. Our consultants represent our inventory of skilled employees and to convert them to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire the consultant assigned to you, regardless of employment classification, on either a full-time or part-time basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our consultant is hired by a subsidiary or other related entity as a result of your referral of our consultant to that entity. The conversion fee will be owed and invoiced upon the hiring of our consultant, and payment is due upon receipt of this invoice. The conversion fee is 20% of the aggregate annual compensation including bonuses.
12. WAIVER OF CONVERSION FEE: A conversion fee waiver may be granted if all the following criteria are met:
 - a. The consultant has provided service under the terms of this agreement for a minimum of 1000 hours.
 - b. The position is included on your regular payroll. Contract positions are not eligible for waiver.
 - c. You provide us with notice at least five business days prior to the conversion date.

Michael A Casalou
City of Commerce
Page 3

Thank you for the opportunity to provide this proposal. Please call if you would like to discuss our proposal in more detail. Please acknowledge acceptance of our proposal by signing and returning one copy of this letter for our files.

Very truly yours,

INTELLIBRIDGE PARTNERS



Sharon Kropf, Director

ACCEPTANCE:

Signature: _____

Print Name: _____

Title: _____

Date: _____



AGENDA REPORT

MEETING DATE: March 18, 2014

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: 2014 COMMERCE CLEAN-UP DAY IN COORDINATION WITH CRAIG REALTY GROUP CITADEL, LLC ("CRG CITADEL").

RECOMMENDATION:

Authorize staff to proceed with the coordination of the 2014 Commerce Clean-Up Day with Craig Realty Group Citadel LLC ("CRG Citadel"). Once all of the details and costs of the project are finalized, staff will return to the City Council with a report and recommendation to approve a Resolution authorizing staff to enter into a Reimbursement Agreement with CRG Citadel, to reseal, reconstruct and restripe specified streets surrounding the Citadel.

MOTION:

Move to approve the recommendation.

BACKGROUND/ANALYSIS:

For the past three years, Craig Realty has sponsored a Clean-Up Day in Commerce, around The Citadel Outlets Center. The event included volunteers performing various tasks such as litter/weed abatement, sweeping, painting, and street repairs; all intended to improve and maintain the area surrounding the Citadel.

Craig Realty is proposing a new partnership with the City and the Commerce Casino (see attached letter) for sealing and restriping of Camfield Avenue, Flotilla Street, Hoefner Avenue and Smithway Street along with the reconstruction of the south half of Tubeway Avenue between Smithway Street and Telegraph Road and Leo Avenue between Smithway Street and Corvette Street. Staff is reviewing the list of proposed projects with Craig Realty and preparing final cost estimates for the proposed work. Once this is complete, staff will return to City Council with a Resolution authorizing City staff to enter into a Reimbursement Agreement with Craig Realty Group Citadel, LLC and to appropriate the funds necessary to cover the City's portion of the project costs.

FISCAL IMPACT

Staff estimates that the cost of this work would be approximately \$180,000. This number is an estimate for the purpose of this report and will be finalized as part of staff's review of the work proposed. The City's share is estimated at approximately \$78,500.

Staff recommends that the City's portion of the proposed work be funded from General Fund Reserves and appropriated into the Major Street Repairs – Street & Alley Maintenance and Repair account for future disbursement to CRG Citadel.

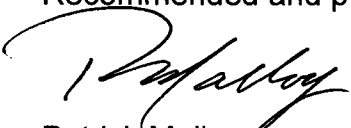
RELATIONSHIP TO 2012 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council strategic goal to "Improve and maintain infrastructure and beautify our community".

Respectfully submitted:


Jorge Rifa
City Administrator

Recommended and prepared by:


Patrick Malloy
Special Assistant to the City Administrator

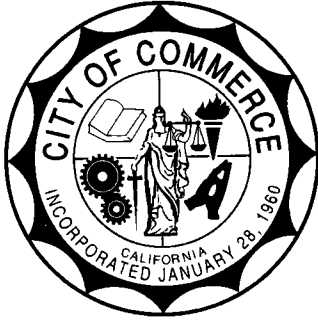
Fiscal impact reviewed by:


Vilko Domic
Director of Finance

Approve as to form:


Eduardo Olivo
City Attorney

File: 2014 City Council Agenda Reports
2014 Commerce Clean-Up Day (Craig Realty Group Citadel, LLC and Commerce



AGENDA REPORT

MEETING DATE: March 18, 2014

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: FISCAL YEAR 2014-15 INITIAL GENERAL FUND PROJECTED NUMBERS

RECOMMENDATION:

Receive and file

MOTION:

Council discretion

EXECUTIVE SUMMARY:

After years of uncertainty and addressing budget deficits, we begin this year's budget process with a projected modest surplus. As I have highlighted in years past, I will advise the City Council to exercise caution with respects to the preliminary projection – it will change as staff solidifies the numbers based on new information which filters in over the next few months.

Albeit that we recognized a generous surplus in FY 2012-13 (premised upon several one-time revenues), I will request that the City Council continue to air on the side of caution on padding the baseline budget until we begin to realize new sources of income that can accommodate new staffing and/or programmatic costs. I state this because it wasn't too long ago that this City Council (along with staff) lived through some arduous and painstaking decisions that resulted in nearly \$6 million in operational reductions.

In addition to the General Fund preliminary projections, staff will provide a brief overview of the Measure 'AA' funds and what actions have transpired to date.

DISCUSSION:

The initial preliminary projection for the upcoming budget cycle stands at a surplus of just over **\$350,000**. This amount is very similar to where we began the process one year ago.

We will be coming before Council over the next few weeks with a framework for the rest of the budget process.

The Director of Finance will provide more detail via a slide show presentation at this meeting.

FISCAL IMPACT:

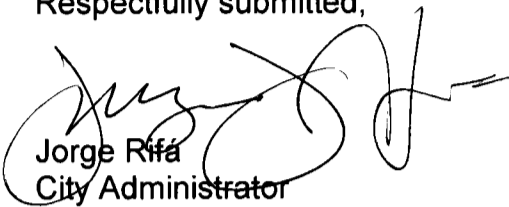
Despite the fact that we are looking at a projected surplus for the upcoming budget process, the City Council will still be facing some difficult decisions on how to best allocate those funds.

Mindful of the organizational and financial impact involving the last 5 years, staff will continue to make a concerted effort to keep the integrity of the services we provide the community during the upcoming process.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

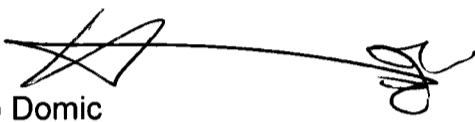
The item is associated with the Council's goal of growing revenues to ensure all expenses are being met so the City can remain fiscally responsible and continue to provide services to the residents.

Respectfully submitted,




Jorge Rifa
City Administrator

Recommended by:



Vilko Domic
Finance Director/City Treasurer

Approved as to Form



Eduardo Olivo
City Attorney



AGENDA REPORT

DATE: March 18, 2014

TO: Honorable City Council
FROM: City Administrator
SUBJECT: Commission and Committee Appointments

RECOMMENDATION:

Make the appropriate appointments.

MOTION:

Council discretion.

BACKGROUND:

Pursuant to Resolution No. 97-15, as amended, each Councilmember makes one appointment to the various Commissions and Committees of the City, with the terms of office of each appointee being for a period not to exceed two years, expiring at the next General Municipal Election. The term of office shall continue until the appointment and qualification of successor appointees. The Council makes the appointments of any sixth or more members, industrial member and Council member of the applicable Commission and Committees.

ANALYSIS:

It is recommended that an appointment be made to the following Commissions and Committees at this time, with all terms to expire March 18, 2015, unless otherwise indicated:

Education Commission

Mayor Aguilar _____

Councilmember Altamirano _____

Senior Citizens Commission

Councilmember Altamirano _____

Measure AA Committee

Councilmember Baca Del Rio _____

Pageant Steering Committee

Councilmember Altamirano _____

Youth Advisory Commission

Mayor Pro Tempore Leon _____

I-710 Local Advisory Committee

Mayor Pro Tempore Leon _____

Councilmember Baca Del Rio _____

FISCAL IMPACT:

This activity can be carried out without additional impact on the current operating budget.

Recommended by:

Victoria Alexander
Victoria M. Alexander
Deputy City Clerk

Respectfully submitted,

Jorge J. Rifá
Jorge J. Rifá
City Administrator