

**ALL ITEMS FOR CONSIDERATION BY THE CITY COUNCIL AND GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION ARE AVAILABLE FOR PUBLIC VIEWING IN THE OFFICE OF THE CITY CLERK/SECRETARY AND THE CENTRAL LIBRARY**

**Agendas and other writings that will be distributed to the Councilmembers/Board Members in connection with a matter subject to discussion or consideration at this meeting and that are not exempt from disclosure under the Public Records Act, Government Code Sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, are available for inspection following the posting of this agenda 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, or at the time of the meeting at the location indicated below.**

**AGENDA FOR 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")**

**COUNCIL CHAMBERS  
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

**TUESDAY, MARCH 19, 2013 – 6:30 P.M.**

**CALL TO ORDER**

Mayor/Chairperson Leon

**PLEDGE OF ALLEGIANCE**

Claude McFerguson,  
Director of Transportation

**INVOCATION**

Councilmember/Board Member Robles

**ROLL CALL**

City Clerk/Secretary Olivieri

**MARCH 5, 2013, GENERAL MUNICIPAL ELECTION – DECLARATION OF RESULTS, PRESENTATION OF CERTIFICATES, OATH OF OFFICE**

1. A Resolution of the City Council of the City of Commerce, California, Reciting the Fact of the General Municipal Election held on Tuesday, March 5, 2013, Declaring the Result and Such Other Matters as Provided by Law

Pursuant to California Elections Code §10262, the City Clerk has canvassed the results of the Tuesday, March 5, 2013, General Municipal Election and has certified the results in the proposed Resolution.

The **City Council** will consider for approval and adoption a proposed Resolution reciting the fact of the General Municipal Election held on Tuesday, March 5, 2013, declaring the result thereof and such other matters as provided by law.

2. Presentation of Certificates of Election and Oath of Office for New Councilmembers

Following the approval of the Resolution listed in Item 1, reciting the fact of the General Municipal Election held on Tuesday, March 5, 2013, declaring the result thereof and such other matters as provided by law, the City Clerk will present Certificates of Election and administer the Oath of Office to the Councilmembers-elect.

### **REORGANIZATION OF CITY COUNCIL**

#### **3. Annual Reorganization of City Council**

The **City Council** will make its annual selection of Mayor and Mayor Pro Tempore for the period of March 2013 to March 2014 and, at the request of Mayor Pro Tempore Baca Del Rio, consider for approval the actual seating of the newly selected Mayor and Mayor Pro Tempore become effective on either March 26, 2013, or April 2, 2013.

### **APPEARANCES AND PRESENTATIONS**

#### **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. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. 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. Request to address City Council/Successor Agency cards are provided by the City Clerk/Secretary. 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 use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.**

**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. Each item has backup information included with the agenda, and should any Councilmember or Board Member desire to consider any item separately he/she should so indicate to the Mayor/Chairperson. If the item is desired to be discussed separately, it should be the first item under Scheduled Matters.**

#### **4. Approval of Minutes**

The **City Council and Successor Agency** will consider for approval, respectively, the minutes of the Concurrent Adjourned Regular Meetings of Tuesday, February 19, 2013, held at 5:00 p.m. and Concurrent Regular Meetings of Tuesday, February 19, 2013, held at 6:30 p.m.

#### **5. Approval of Warrant Register No. 17**

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 17A, dated March 19, 2013, and No. 17B, for the period February 20, 2013, to March 14, 2013.

**6. Sponsorship of 20<sup>th</sup> Annual 34<sup>th</sup> Congressional District Student Art Competition**

The **City Council** will consider for approval, and provide direction as deemed necessary with respect to, the City's sponsorship of the 20<sup>th</sup> Annual 34<sup>th</sup> Congressional District Student Art Competition as a Modern Sponsor, contributing \$3,000 therefor.

**7. A Resolution of the City Council of the City of Commerce, California, Approving a Standard Contract with Sequel Contractors, Inc., for City Project No. 1209 Bristow Park Neighborhood Street Rehabilitation Project**

The **City Council** will consider for approval and adoption a proposed Resolution approving a Standard Contract with Sequel Contractors, Inc., for City Project No. 1209 Bristow Park Neighborhood Street Rehabilitation Project.

**PUBLIC HEARINGS – None**

**SCHEDULED MATTERS**

**8. Request for Funding to Complete Facility Repairs**

The **City Council** will consider, and provide direction as deemed necessary with respect to, approving the allocation of the unencumbered balance of \$53,000 from the fiscal year 2012/2013 CIP budget to repair the Bristow Park Spray Pool and the pool deck in the Brenda Villa Aquatic Center. These repairs are needed to mitigate slip hazards and ensure a safe environment at each facility.

**ORDINANCES AND RESOLUTIONS – None**

**CIP PROGRESS REPORT – None**

**I-710 LOCAL ADVISORY COMMITTEE UPDATE – None**

**RECESS TO CLOSED SESSION – No Items**

**ADJOURNMENT**

Adjourn in memory of Fortunato S. Capili, retired City employee; Juanita Salas, longtime Commerce resident and mother of former City employee Terry Salas Ortiz and mother-in-law of City employee Jorge Ortiz, and Lupe Sanchez, longtime Commerce resident, to Tuesday, March 26, 2013, 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.**



# AGENDA REPORT

Meeting Date: 03/19/2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, MARCH 5, 2013, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

## RECOMMENDATION:

Approve and adopt the Resolution reciting the fact of the General Municipal Election held on Tuesday, March 5, 2013, declaring the result and such other matters as provided by law, and assign the number next in order.

## MOTION:

Move to approve the recommendation.

## BACKGROUND:

Pursuant to California Elections Code §10262, the City Clerk is required to canvass the returns of the March 5, 2013, General Municipal Election.

## ANALYSIS:

The City Clerk has, pursuant to California Elections Code §10262, canvassed the returns of the March 5, 2013, General Municipal Election and has certified the results to the City Council in Exhibits "A" through "E", attached to the proposed Resolution. All ballot statements of all precincts, including the vote by mail ballots, have been verified and all required documents signed.

The approval of this Resolution, pursuant to California Elections Code §10263, is the final step required by the City Council pertaining to the March 5, 2013, General Municipal Election, which declares the result thereof and other such matters as provided by law.

## FISCAL IMPACT:

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

## RELATIONSHIP TO 2012 STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic Goal.

Respectfully submitted,

  
Jorge J. Rifa  
City Administrator

Recommended by:

  
Linda Kay Olivieri  
City Clerk

Approved as to form:

  
Eduardo Olivo  
City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON  
TUESDAY, MARCH 5, 2013, DECLARING THE RESULT AND SUCH OTHER MATTERS  
AS PROVIDED BY LAW**

WHEREAS, a General Municipal Election was held and conducted in the City of Commerce, California, on Tuesday, March 5, 2013, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, pursuant to California Elections Code §10262, the City Clerk canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibits "A" through "E", inclusive.

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

SECTION 1. That the whole number of ballots cast in the precincts of the City except vote by mail voter ballots and provisional ballots was 826.

That the whole number of vote by mail voter ballots cast in the City was 399 and the whole number of provisional ballots cast in the City was 112, making a total of 1,337 ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for Member of the City Council are as follows:

IVAN ALTAMIRANO  
LILIA R. LEON  
ART A. GONZALEZ  
JOANNA FLORES  
JAIME VALENCIA  
TINA BACA DEL RIO

That the names of persons voted for at the election for Los Angeles Community College District, Member of the Board of Trustees, Seat No. 2, are as follows:

MIKE ENG  
JOHN C. BURKE

That the names of persons voted for at the election for Los Angeles Community College District, Member of the Board of Trustees, Seat No. 4, are as follows:

JOZEF "JOE" THOMAS ESSAVI  
ERNEST HENRY MORENO  
MARGIE RECANA (qualified write-in)

That the names of persons voted for at the election for Los Angeles Community College District, Member of the Board of Trustees, Seat No. 6, are as follows:

TOM OLIVER  
NANCY PEARLMAN  
MICHAEL "MIKE" ALDAPA  
DAVID VELA

RESOLUTION NO. \_\_\_\_\_

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibits "A" through "E", attached.

SECTION 4. The City Council does declare and determine that:

Ivan Altamirano was elected as Member of the City Council for the full term of four years, Lilia R. Leon was elected as Member of the City Council for the full term of four years and Tina Baca Del Rio was elected as Member of the City Council for the full term of four years.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person, and (5) The total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED ON \_\_\_\_\_, 2013.

\_\_\_\_\_  
Lilia R. Leon, Mayor

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk

ELECRES6.DOC  
03/14/2013 lko

**EXHIBIT "A"**  
**CITY CLERK'S CERTIFICATE OF CANVASS**

I, Linda Kay Olivieri, MMC, City Clerk of the City of Commerce, County of Los Angeles, State of California, as authorized by California Elections Code §10262, do certify that I have canvassed the returns of the General Municipal Election held on Tuesday, March 5, 2013, and find that the number of votes given at each precinct and the number of votes given in the City to persons voted for, the respective offices for which the persons were candidates for Member of the City Council of the City of Commerce were as follows:

2013 Election Results - Semi-Final.xlsx  
3/14/2013 9:13 PM

**Final Results**

**City of Commerce General Municipal Election -- March 5, 2013**

Precinct	City of Commerce -- Member of the City Council										Total Registered Voters	% Voter Turn-Out
	Ivan Altamirano	Lilia R. Leon	Art A. Gonzalez	Joanna Flores	Jamie Valencia	Tina Baca Del Rio	Total Votes Cast	Total Ballots Cast	Total Registered Voters	%		
Bristow - 143002A	48	36	30	54	32	50	250	94	709	13.26%		
Bristow - 143002A VBM	12	12	14	25	17	13	93	34				
Batres (Bandini) - 143009A	62	65	74	75	63	90	429	159	1,104	14.40%		
Batres - 143009A VBM	28	48	26	42	35	48	227	89				
Senior Center - 143031A	117	108	91	135	82	113	646	246	1,450	16.97%		
Senior Ctr - 143031A VBM	105	93	57	69	64	105	493	179				
Atlantic Library - 143032A	32	34	23	25	30	43	187	66	529	12.48%		
Atl. Lib. - 143032A VBM	21	22	15	13	15	24	110	42				
Teen Center - 143033A	41	43	26	33	34	50	227	85	889	9.56%		
Teen Ctr. - 143033A VBM	26	39	9	17	19	41	151	55				
Veterans - 143035A	96	60	72	71	107	64	470	176	1,590	11.07%		
Veterans - 143035A VBM	47	63	28	30	53	45	266	112				
<b>Total Votes Cast</b>	<b>635</b>	<b>623</b>	<b>465</b>	<b>589</b>	<b>551</b>	<b>686</b>	<b>3,549</b>	<b>1,337</b>	<b>6,271</b>	<b>21.32%</b>		
<b>Registered Voters</b>												
<b>% of Total</b>	<b>17.89%</b>	<b>17.55%</b>	<b>13.10%</b>	<b>16.60%</b>	<b>15.53%</b>	<b>19.33%</b>						
	Altamirano	Leon	Gonzalez	Flores	Valencia	Del Rio						

*Linda Kay Olivieri*  
Linda Kay Olivieri, MMC  
City Clerk

Dated: March 14, 2013

**EXHIBIT "B"**  
**CITY CLERK'S CERTIFICATE OF CANVASS**

I, Linda Kay Olivieri, MMC, City Clerk of the City of Commerce, County of Los Angeles, State of California, as authorized by California Elections Code §10262, do certify that I have canvassed the returns of the General Municipal Election held on Tuesday, March 5, 2013, and find that the number of votes given at each precinct and the number of votes given in the City to persons voted for, the respective offices for which the persons were candidates for Los Angeles Community College District, Member of the Board of Trustees, Seat No. 2, were as follows:

**Final Results**

**City of Commerce General Municipal Election -- March 5, 2013**

Los Angeles Community College District Seat No. 2											
Precinct	Mike Eng		John C. Burke		Total Votes Cast		Total Ballots Cast		Total Registered Voters		Voter Turn-Out %
	Eng		Burke		Cast		Cast		Registered	Voters	
Bristow - 143002A	35		38		73		94		709		13.26%
Bristow - 143002A VBM	9		15		24		34				
Batres (Bandini) -143009A	52		61		113		159		1,104		14.40%
Batres - 143009A VBM	42		31		73		89				
Senior Center - 143031A	87		105		192		246		1,450		16.97%
Senior Ctr. - 143031A VBM	82		63		145		179				
Atlantic Library - 143032A	33		19		52		66		529		12.48%
Atl. Lib. - 143032A VBM	18		11		29		42				
Teen Center - 143033A	37		33		70		85		889		9.56%
Teen Ctr. - 143033A VBM	28		21		49		55				
Veterans - 143035A	72		61		133		176		1,590		11.07%
Veterans - 143035A VBM	36		51		87		112				
<b>Total Votes Cast</b>	531		509		1,040		1,337		6,271		21.32%
<b>Registered Voters</b>											
<b>% of Total</b>	51.06%		48.94%								
	Eng		Burke								

*Linda Kay Olivieri*  
 Linda Kay Olivieri, MMC  
 City Clerk

Dated: March 14, 2013




**EXHIBIT "C"**  
**CITY CLERK'S CERTIFICATE OF CANVASS**

I, Linda Kay Olivieri, MMC, City Clerk of the City of Commerce, County of Los Angeles, State of California, as authorized by California Elections Code §10262, do certify that I have canvassed the returns of the General Municipal Election held on Tuesday, March 5, 2013, and find that the number of votes given at each precinct and the number of votes given in the City to persons voted for, the respective offices for which the persons were candidates for Los Angeles Community College District, Member of the Board of Trustees, Seat No. 4, were as follows:

**Final Results**

**City of Commerce General Municipal Election -- March 5, 2013**

Los Angeles Community College District Seat No. 4										
	Jozeff "Joe" Thomas Essavi	Ernest Henry Moreno	Margie Recana (Write-in)	Total Votes Cast	Total Ballots Cast	Total Registered Voters	% Voter Turn-Out			
Bristow - 143002A	9	64	1	74	94	709	13.26%			
Bristow - 143002A VBM	4	19	0	23	34					
Batres (Bandini) -143009A	25	86	2	113	159	1,104	14.40%			
Batres - 143009A VBM	19	49	1	69	89					
Senior Center - 143031A	43	149	0	192	246	1,450	16.97%			
Senior Ctr. - 143031A VBM	30	116	0	146	179					
Atlantic Library - 143032A	12	41	0	53	66	529	12.48%			
Atl. Lib. - 143032A VBM	7	22	0	29	42					
Teen Center - 143033A	18	54	1	73	85	889	9.56%			
Teen Ctr. - 143033A VBM	16	32	0	48	55					
Veterans - 143035A	31	107	1	139	176	1,590	11.07%			
Veterans - 143035A VBM	20	70	0	90	112					
<b>Total Votes Cast</b>	<b>234</b>	<b>809</b>	<b>6</b>	<b>1,049</b>	<b>1,337</b>	<b>6,271</b>	<b>21.32%</b>			
<b>Registered Voters</b>	<b>22.31%</b>	<b>77.12%</b>	<b>0.57%</b>							
<b>% of Total</b>	<b>Essavi</b>	<b>Moreno</b>	<b>Recana (Write-in)</b>							

  
Linda Kay Olivieri, MMC  
City Clerk

Dated: March 14, 2013

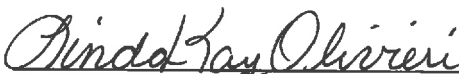
**EXHIBIT "D"**  
**CITY CLERK'S CERTIFICATE OF CANVASS**

I, Linda Kay Olivieri, MMC, City Clerk of the City of Commerce, County of Los Angeles, State of California, as authorized by California Elections Code §10262, do certify that I have canvassed the returns of the General Municipal Election held on Tuesday, March 5, 2013, and find that the number of votes given at each precinct and the number of votes given in the City to persons voted for, the respective offices for which the persons were candidates for Los Angeles Community College District, Member of the Board of Trustees, Seat No. 6, were as follows:

**Final Results**

**City of Commerce General Municipal Election -- March 5, 2013**

Precinct	Los Angeles Community College District Seat No. 6									
	Tom Oliver	Nancy Pearlman	Michael "Mike" Aldapa	David Vela	Total Votes Cast	Total Ballots Cast	Total Registered Voters	% Voter Turn-Out		
Bristow - 143002A	8	15	10	25	58	94	709	13.26%		
Bristow - 143002A VBM	4	5	3	11	23	34				
Batres (Bandini) - 143009A	15	26	15	45	101	159	1,104	14.40%		
Batres - 143009A VBM	11	19	4	26	60	89				
Senior Center - 143031A	28	44	24	71	167	246	1,450	16.97%		
Senior Ctr. - 143031A VBM	23	38	23	43	127	179				
Atlantic Library - 143032A	3	17	6	18	44	66	529	12.48%		
Atl. Lib. - 143032A VBM	3	9	4	11	27	42				
Teen Center - 143033A	8	11	7	26	52	85	889	9.56%		
Teen Ctr. - 143033A VBM	6	7	7	19	39	55				
Veterans - 143035A	16	26	11	64	117	176	1,590	11.07%		
Veterans - 143035A VBM	18	16	8	37	79	112				
<b>Total Votes Cast</b>	143	233	122	396	894	1,337	6,271	21.32%		
<b>Registered Voters</b>										
<b>% of Total</b>	16.00%	26.06%	13.65%	44.30%						
	Oliver	Pearlman	Aldapa	Vela						

  
Linda Kay Olivieri, MMC  
City Clerk

Dated: March 14, 2013

**EXHIBIT "E"**  
**CITY CLERK'S CERTIFICATE OF CANVASS**

I, Linda Kay Olivieri, MMC, City Clerk of the City of Commerce, County of Los Angeles, State of California, as authorized by California Elections Code §10262, do certify that I have also conducted a manual tally of 1% of the precincts, or one precinct, plus 1% of each precinct in which a specific race was not included in the original manual tally, if any, for the Tuesday, March 5, 2013, General Municipal Election, in accordance with §15360 of the California Elections Code. The results of the manual tally are as follows:

<u>Office / Candidate</u>	<u>Machine Tally</u>	<u>Manual Tally</u>	<u>Difference</u>	<u>If discrepancy, how resolved</u>
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**PRECINCT 31 – PRECINCT BALLOTS**

**Member of the City Council**

Ivan Altamirano	117	118	1	Note: One ballot card had the ovals for two write-in positions filled in, in addition to three valid votes. The ballot counter counted this ballot card as an over vote. There were no qualified write-ins for Member of the City Council. The ballot card should have been duplicated, leaving the write-in positions blank. This would have enabled the ballot counter to count the valid votes. These votes are not included in the Final Results since they will not affect the outcome of the election. Ballot card inspection board members will be provided additional training to prevent this from occurring in future elections.
Lilia R. Leon	108	108	0	
Art A. Gonzalez	91	92	1	See Note, above, under "Ivan Altamirano".
Joanna Flores	135	135	0	
Jaime Valencia	82	83	1	See Note, above, under "Ivan Altamirano".
Tina Baca Del Rio	113	113	0	
Write-ins	2	2	0	Note: There were no qualified write-ins for Member of the City Council. The write-in votes did not over vote the ballot cards. The ballot counter counted the valid votes, which are included in the Final Results.
Blank voted	0	0	0	
Over voted	2	1	1	See Note, above, under "Ivan Altamirano".

LACCD – Member of the Board of Trustees – Seat No. 2

Mike Eng	86	87	1
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Note: One ballot card had the oval for one write-in position filled in, in addition to one valid vote. The ballot counter counted this ballot card as an over vote. This is the same ballot card identified above, under “Ivan Altamirano”. There were no qualified write-ins for Seat No. 2. The ballot card should have been duplicated, leaving the write-in position blank. This would have enabled the ballot counter to count the valid vote. This vote is included in the Final Results since votes for Seat No. 2 from Commerce voters are only a portion of the Final Results and may affect the final outcome. Ballot card inspection board members will be provided additional training to prevent this from occurring in future elections.

John C. Burke	105	105	0
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Write-ins	1	1	0
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Note: There were no qualified write-ins for Seat No. 2. This ballot card should have been duplicated and counted as a blank voted ballot for Seat No. 2.

Blank voted	53	53	0
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Over voted	1	0	1
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See Note above, under “Mike Eng”.

LACCD – Member of the Board of Trustees – Seat No. 4

Jozef “Joe” Thomas	43	43	0
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Essavi

Ernest Henry Moreno	149	149	0
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Write-ins	2	2	0
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Note: There was one qualified write-in for Seat No. 4. These two ballot cards were improperly marked, as no name was written in the appropriate space therefor, and should have been duplicated, leaving the write-in position blank. The votes were backed out of the Final Results since votes for Seat No. 4 from Commerce voters are only a portion of the Final Results and may affect the final outcome. Ballot card inspection board members will be provided additional training to prevent this from occurring in future elections.

Blank voted	52	52	0
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Over voted	0	0	0
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**EXHIBIT "E"**

Page 3 of 4

**LACCD – Member of the Board of Trustees – Seat No. 6**

Tom Oliver	28	28	0
Nancy Pearlman	44	44	0
Michael "Mike" Aldapa	24	24	0
David Vela	71	71	0
Write-ins	1	1	0
Blank voted	78	78	0
Over voted	0	0	0

Note: There were no qualified write-ins for Seat No. 6. This ballot card should have been duplicated and counted as a blank voted ballot for Seat No. 6.

**PRECINCT 31 – VOTE BY MAIL & PROVISIONAL BALLOTS****Member of the City Council**

Ivan Altamirano	105	105	0
Lilia R. Leon	93	93	0
Art A. Gonzalez	57	57	0
Joanna Flores	69	69	0
Jaime Valencia	64	64	0
Tina Baca Del Rio	105	105	0
Write-ins	2	2	0
Blank voted	0	0	0
Over voted	0	0	0

Note: There were no qualified write-ins for Member of the City Council. The write-in votes did not over vote the ballot cards. The ballot counter counted the valid votes, which are included in the Final Results.

**LACCD – Member of the Board of Trustees – Seat No. 2**


Mike Eng	82	82	0
John C. Burke	63	63	0
Write-ins	0	0	0
Blank voted	34	34	0
Over voted	0	0	0

**LACCD – Member of the Board of Trustees – Seat No. 4**

Jozef "Joe" Thomas	30	30	0
Essavi			
Ernest Henry Moreno	116	116	0
Write-ins	0	0	0
Blank voted	33	33	0
Over voted	0	0	0

LACCD – Member of the Board of Trustees – Seat No. 6

Tom Oliver	23	23	0
Nancy Pearlman	38	38	0
Michael "Mike" Aldapa	23	23	0
David Vela	43	43	0
Write-ins	0	0	0
Blank voted	51	51	0
Over voted	1	1	0

  
Linda Kay Oliveri, MMC  
City Clerk

Dated: March 14, 2013

ELEC37B6.DOC



# AGENDA REPORT

Meeting Date: 03/19/2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: PRESENTATION OF CERTIFICATES OF ELECTION AND OATH OF OFFICE FOR NEW COUNCILMEMBERS

RECOMMENDATION:

None required.

MOTION:

None required.

BACKGROUND:

This action is required by the California Elections Code §10265.

ANALYSIS:

The City Clerk, immediately upon the passage of the Resolution reciting the fact of the General Municipal Election held on Tuesday, March 5, 2013, declaring the result and other matters as provided by law, will sign and present Certificates of Election to the Councilmembers-elect.

The City Clerk will administer the Oath of Office to the Councilmembers-elect immediately following the presentation of the Certificates of Election.

FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic Goal.

Respectfully submitted,

  
Jorge J. Rifa  
City Administrator

Recommended by:



Linda Kay Olivieri  
City Clerk

Approved as to form:

  
Eduardo Olivo  
City Attorney

ELECSUM5.DOC  
03/14/2013 lko

AGENDA ITEM No. 2



# AGENDA REPORT

Meeting Date: 03/19/2013

TO: Honorable City Council  
FROM: City Administrator  
SUBJECT: ANNUAL REORGANIZATION OF CITY COUNCIL

**RECOMMENDATION:**

Select Mayor and Mayor Pro Tempore for period of March 2013 to March 2014.

At the request of Mayor Pro Tempore Baca Del Rio, it is requested that the Council consider for approval the actual seating of the newly selected Mayor and Mayor Pro Tempore become effective on either March 26, 2013, or April 2, 2013. This will provide Mayor Leon the opportunity to preside over the 2013 Miss Commerce Pageant, which has traditionally fallen within the term of the current seated Mayor. This request is being made due to the fact that, as a result of a change in venue, this year's Pageant has been scheduled for March 23, 2013. In past years, the Pageant was held in late February, prior to the annual reorganization.

If the Council approves the change in effective date for the actual seating of the newly selected Mayor and Mayor Pro Tempore, the presentation of the outgoing Mayor's plaque will take place at that time.

**MOTION:**

Council discretion.

**BACKGROUND:**

In the past, the Council conducted its annual reorganization, selecting who will serve as Mayor and Mayor Pro Tempore for the next year, immediately following the seating of newly elected Councilmembers or at the second meeting in March in non-election years.

**ANALYSIS:**

Government Code §36801, adopted in 2002 and effective January 1, 2003, required that the Council meet at its next regular meeting following the meeting at which the declaration of the election results was made to reorganize and choose one of its members as Mayor and one as Mayor Pro Tempore. This section was again amended in 2004, effective January 1, 2005, requiring the reorganization to take place at the same meeting at which the declaration of the election results is made and following the installation of the newly elected Councilmembers.

Following the oaths of office for, and the seating of, the newly elected Councilmembers, the chair should be turned over to the City Clerk to conduct the election for the Office of Mayor.

Following the election to fill the Office of Mayor, the new Mayor will assume the chair and conduct the election for the Office of Mayor Pro Tempore.



The Mayor will present the outgoing Mayor's plaque to Councilmember Leon in recognition of her service as Mayor during March 2012 to March 2013.

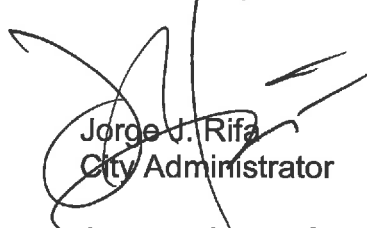
**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

This item is not related to a specific 2012 Strategic Goal.

Respectfully submitted,



Jorge J. Rifa  
City Administrator

Recommended by:

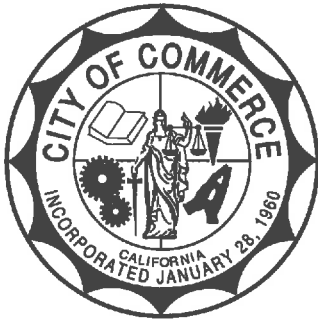


Linda Kay Olivieri  
City Clerk

Approved as to form:



Eduardo Olivo  
City Attorney



# AGENDA REPORT

Meeting Date: March 19, 2013

**TO:** Honorable City Council  
**FROM:** City Administrator  
**SUBJECT:** SPONSORSHIP OF THE 20<sup>TH</sup> ANNUAL 34<sup>TH</sup> CONGRESSIONAL DISTRICT STUDENT ART COMPETITION

**RECOMMENDATION:**

The City Council will consider for approval and take the appropriate action with respect to a \$3,000 contribution to sponsor the 20th Annual 34<sup>th</sup> Congressional District Student Art Competition.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

Over the past nineteen years, the 34<sup>th</sup> Congressional District Student Art Competition Committee has touched the lives of thousands of inner-city students by offering them the opportunity to enter the Congressional Art Competition to express their culture through art. The competition is open to all high school students, grades 9-12, who reside or attend school in the 34<sup>th</sup> Congressional District. The Honorary Chair of the Committee is Congresswoman Lucille Roybal-Allard who has supported this event from its inception. This year's awards reception is scheduled for Saturday, April 20, 2013. The City has participated as a sponsor for the past 14 years.

**ANALYSIS:**

The 34<sup>th</sup> Congressional Art Competition and prizes are made possible through the generosity and hard work of the sponsors and committee members. Expected outcomes of this effort are:

- The 20<sup>th</sup> Annual Student Art Competition will celebrate the talents of local high school artists who may not have been given the chance to have their artwork exhibited in a professional art gallery.
- All qualified entries will be framed and on exhibit for public viewing for one month following the reception at Olvera Street, in downtown Los Angeles.
- Grand prize is a trip to Washington D.C. for the first place student, and their guardian to attend the ribbon cutting ceremony in the U.S. Capitol Building exhibiting the collection of winning artwork from congressional districts across the nation.
- Winners will receive scholarships, cash prizes, and gift certificates for art supplies.
- Schools of the winners and schools that participate with five or more entries also receive gift cards to purchase much needed art supplies for their classes.

The recommendation is for the City to participate as a Modern Sponsor, contributing \$3,000. As a Modern Sponsor, the organization will be prominently listed on the winning artwork poster; will receive recognition at the exhibit opening reception and awards presentation on Saturday, April 20, 2013, will be notably mentioned in the reception program booklet, the organization will be listed on the sponsor's banner during the month-long exhibit, will receive a framed winning artwork poster, and two artwork posters autographed by winning artist, would be available upon request.

**FISCAL IMPACT:**

It is recommended that the financial contribution in the amount of \$3,000 be appropriated out of Account No. 10-8805-71500.

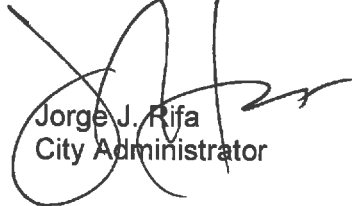
**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

The recommendation before the City Council is applicable to the following Council strategic goal:

*"Protect and Enhance the Quality of Life in Commerce"*

Though the item has no specific objective related to this recommendation, it is connected to the City's interest to enhance the quality of life to the community through the arts.

Respectfully submitted,



Jorge J. Rifa  
City Administrator

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Reviewed as to form:



Eduardo Olivo  
City Attorney



Student Art Competition

## 20<sup>th</sup> Annual Lucille Roybal-Allard Student Art Competition

2012 FEB 13 11:09:10

**Lucille Roybal-Allard**  
Member of Congress  
Honorary Chair

**Jennifer Lafferty\***  
Chair  
Ellis Paint  
Company/Pacific  
Resource Recovery

**Debbie Hoover\***  
Ellis Paint Company  
Fundraising Chair

**Daniel Gonzalez**  
Curator

### Committee Members

**Alfonso Alfaro**  
40<sup>th</sup> CD Liaison

**Mildred Agustin**  
Ellis Paint Company

**Sandy Berg\***  
Ellis Paint Company /  
Pacific Resource  
Recovery

**Qathryn Brehm**  
Downtown Art Walk

**John Cota**  
Cota GRFX

**Yasmin Mero-Corona**  
LA Conservation  
Corps

**Bruce Saito**  
LA Conservation  
Corps

**Ana Figueroa**  
40<sup>th</sup> CD Liaison

**Kim Tachiki-Chin**  
40<sup>th</sup> CD Liaison

\*Denotes Past Chair

*"This contest has inspired me to have a voice and interpret it through my artwork. I feel that participation in school competitions displaying my art has opened opportunities of having my talent exposed. It will help me in my future exhibits and displays."*  
**Monique Trejo, 2012 First Place Winner**

February 8, 2013

Honorable Lilia R. Leon  
Mayor  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

Honorable Mayor Leon:

It is a sunny Saturday morning in April outside of the Pico House Gallery at the El Pueblo De Los Angeles Historical Monument on Olvera Street. Over four hundred art students, parents, teachers and sponsors anxiously await the unveiling of the Lucille Roybal-Allard Student Art Competition's 2012 winning entries. The first place prize is a trip to Washington D.C. for the first place student and their guardian to attend the ribbon cutting ceremony in the U.S. Capitol Building exhibiting the 2012 collection of winning artwork from congressional districts across the nation.

One student artist is left standing in front of the audience. Knowing that this must mean she's won, she nervously waits. Then the announcement, coinciding with the unveiling of the poster, "Natural Gases" by Monique Trejo. First Place! And the rush of excitement and pictures and signings begin. For the last nineteen years, similar scenarios have played out at the annual reception for the Lucille Roybal-Allard Art Competition.

Studies show that art evokes tremendous creativity and self-confidence when nurtured in our youth. Although art is the great global language, the transformative power of arts education is often overlooked and underestimated. We believe the Lucille Roybal-Allard Student Art Competition helps encourage our young artists to develop and pursue their talents, opening the doors of opportunity so that they may enter and realize their dreams.

Each year the organizing committee reaches out to students within the district for an opportunity to enter the competition. The committee raises funds so that all accepted student entries are professionally framed and exhibited in an art gallery for public viewing. For most students, this is their first opportunity to display their work. The first place winner goes with their guardian to Washington, DC for the presentation of all the Congressional Art Contest winning entries from across the country. All winners will receive scholarships to continue their education after high school graduation. Your sponsorship will help give our young artists the recognition and encouragement they deserve.



*Student Art Competition*

## 20<sup>th</sup> Annual Lucille Roybal-Allard Student Art Competition

**Lucille Roybal-Allard**  
Member of Congress  
Honorary Chair

**Jennifer Lafferty\***  
Chair  
Ellis Paint  
Company/Pacific  
Resource Recovery

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LA Conservation  
Corps

**Ana Figueroa**  
40<sup>th</sup> CD Liaison

**Kim Tachiki-Chin**  
40<sup>th</sup> CD Liaison

\*Denotes Past Chair

You can make an extraordinary difference in the lives of our promising high school students as a sponsor of the 20<sup>th</sup> Annual Lucille Roybal-Allard Student Art Competition. With your support, winners receive scholarships, and gift certificates for art supplies. Schools of the winners and schools that participate with five or more entries also receive gift cards to purchase much needed art supplies for their classes.

We are asking you and your company or organization to participate as a \$6,000 Classical Sponsor and support our efforts as we develop artistic avenues for our youth. As a Classical Sponsor, your logo will be prominently displayed on the winning artwork poster, and your company logo and link will be displayed on the official art competition website.

In addition, your company's logo will be prominently displayed on the stage the day of the reception and in the gallery during the entire month-long exhibit, as well as appear on the backdrop of staged photos taken during the reception.

We will contact you soon to discuss your participation, or you can complete the enclosed form and mail it to us. If you have any questions, please feel free to contact Fundraising Chair, Debbie Hoover at [dhoover@ellispaint.com](mailto:dhoover@ellispaint.com) or (323) 261-8114.

Thank you in advance for your support.

Sincerely,

Lucille Roybal-Allard  
Member of Congress  
Honorary Chair

Jennifer Lafferty  
Chair

Debbie Hoover  
Fundraising Chair



## 20<sup>th</sup> Annual Lucille Roybal-Allard Student Art Competition Sponsorship Levels

Yes, we will participate at the following level:

### Classical Sponsor - \$6,000

- Logo prominently displayed on winning artwork poster.
- Logo and web link displayed on the official art competition website, [www.LRAStudentArtComp.org](http://www.LRAStudentArtComp.org), from April 2013 through April 2014.
- First five sponsors at the Classical level will be invited to participate in the April 20, 2013 awards program by presenting a student award named in their company's/organization's honor.
- Recognition during the exhibit opening reception and awards presentation on April 20, 2013.
- Sponsor's quote printed in the program booklet.
- Logo displayed on major sponsors' banner during the month-long exhibit.
- Two framed winning artwork posters.
- Ten artwork posters autographed by winning artist, upon request.

### Renaissance Sponsor - \$5,000

- Organization prominently listed on winning artwork poster.
- Link to sponsor website provided on the official art competition website, [www.LRAStudentArtComp.org](http://www.LRAStudentArtComp.org), from April 2013 through April 2014.
- Recognition during the exhibit opening reception and awards presentation in April 20, 2013.
- Mention in the program booklet.
- Acknowledgement on major sponsor's banner during the month-long exhibit.
- Two framed winning artwork posters.
- Five artwork posters autographed by winning artist, upon request.

### Modern Sponsor - \$3,000

- Organization listed on winning artwork poster.
- Link to sponsor's website provided on the official art competition website, [www.LRAStudentArtComp.org](http://www.LRAStudentArtComp.org), from April 2013 through April 2014.
- Recognition during the exhibit opening reception and awards presentation in April 20, 2013.
- Mention in program booklet.
- Acknowledgment on sponsor's banner during the month-long exhibit.
- Framed winning artwork poster.
- Two artwork posters autographed by winning artist, upon request.

### Friends - \$1,500

- Link to sponsor's website displayed on the official art competition website, [www.LRAStudentArtComp.org](http://www.LRAStudentArtComp.org), from April 2013 through April 2014.
- Recognition during the exhibit opening reception and awards presentation in April 20, 2013.
- Mention in program booklet.
- Two artwork posters autographed by winning artist, upon request.

**We are unable to be a sponsor, but enclosed is a contribution in the amount of \$\_\_\_\_\_.**

We also accept in-kind donations. Organization recognition will be given at the appropriate level.

For further information please contact Debbie Hoover at (323) 261-8114.

**Thank you for participating in the  
20<sup>th</sup> Annual Lucille Roybal-Allard Student Art Competition!**

See back of page for further information.

**Please make your checks payable to:**  
**LA Conservation Corps/LRA SAC**  
(I.D. #95-4002138)  
c/o Debbie Hoover  
Ellis Paint Company  
3150 E. Pico Blvd.  
Los Angeles, CA 90023

**Company/Organization:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**All level sponsors:**

Please email your company's / organization's web address to [dhoover@ellispaint.com](mailto:dhoover@ellispaint.com).

**Classical sponsors:**

Please email:

1. A 1 – 2 sentence quote to [dhoover@ellispaint.com](mailto:dhoover@ellispaint.com) to be included in the program booklet.
2. Your company's / organization's official logo to [dhoover@ellispaint.com](mailto:dhoover@ellispaint.com) to be displayed on the website, program booklet, and reception banner.



# AGENDA REPORT

MEETING DATE: March 19, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A STANDARD CONTRACT WITH SEQUEL CONTRACTORS, INC., FOR CITY PROJECT NO. 1209 BRISTOW PARK NEIGHBORHOOD STREET REHABILITATION PROJECT

**RECOMMENDATION:**

That the City Council approves and adopts a resolution of the City of Commerce, California, approving a Standard Contract with Sequel Contractors, Inc., for City Project No. 1209 Bristow Park Neighborhood Street Rehabilitation Project and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

On June 19, 2012, as part of the Fiscal Year 2012/13 Capital Improvement Program Budget, the City Council allocated \$1,000,000 for the design and rehabilitation of streets in the Bristow Park neighborhood areas (east of the I-710 FWY) including the following streets: Duncan, McBride, McDonnell, Triggs, Dunham, and Noakes.

**ANALYSIS:**

On January 15, 2013, the City Council approved the Project Plans and Specifications and authorized staff to advertise for sealed bids.

On February 15, 2013, at 3:00 p.m., in accordance with the Notice Inviting Sealed Bids, the City Clerk received 6 proposals, as follows:

<b>Name</b>	<b>City</b>	<b>Bid Amount</b>
Sequel Contractors, Inc.	Santa Fe Springs, CA	\$745,550.00
Sialic Contractors Corporation dba Shawnan	Downey, CA	\$836,585.00
All American Asphalt	Corona, CA	\$848,000.00
Sully Miller Contracting Company	Brea, CA	\$974,844.00
Palp Inc., dba Excel Paving Company	Long Beach, CA	\$988,854.00
E.C. Construction Co.	Rancho Cucamonga	\$1,012,651.00

The project schedule is established as follows:

<b>TASK</b>	<b>ESTIMATED DATE</b>
ISSUE NOTICE INVITING BIDS	January 16, 2013
BID ADVERTISEMENT PERIOD	30 Days
MANDATORY PRE-BID MEETING	January 24, 2013
BIDS DUE AND OPENED IN PUBLIC BY CITY CLERK	February 15, 2013
AWARD OF CONTRACT	March 19, 2013
CONTRACT, BONDS AND INSURANCE TO CITY	March 21, 2013
PRE-CONSTRUCTION MEETING	March 27, 2013
ISSUE NOTICE TO PROCEED WITH CONSTRUCTION	April 1, 2013



CONSTRUCTION DURATION	30 working days from Notice to Proceed (or April 1, 2013)
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After careful examination, consideration and reference checks, staff has found that Sequel Contractors, Inc., submitted the lowest, responsible and responsive bid for providing the requested services.

The contractor will be responsible for providing all labor, materials, equipment, tools and incidentals necessary to complete the work requested in accordance with the project plans and specifications and as directed by Onward Engineering, who will provide inspection and materials testing services required by the project. The plans and specifications are based on a traffic index and geotechnical studies which found that the street pavement section are not design to support and withstand the existing traffic in the area. This work should have a useful life of 20 years. Staff is working with the United Family of Bristow to outreach the affected community.

**FISCAL IMPACT:**

This activity can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the FY 2012/13 Capital Improvement Project Budget. As part of CIP budget, the City Council approved a project funding level of \$1,000,000 for design and construction, as follows:

FUNDING SOURCE	AMOUNT
GENERAL FUND (BOND PROCEEDS)	\$805,000
CDBG FUNDS	\$195,000
<b>TOTAL</b>	<b>\$1,000,000</b>
PROPOSED EXPENDITURES	AMOUNT
ENGINEERING AND CONSTRUCTION MANAGEMENT	\$111,188
CONSTRUCTION	\$745,550
CONTINGENCY (APPROX 19%)	\$143,262
<b>TOTAL</b>	<b>\$1,000,000</b>


The bid submitted from Sequel Contractors Inc., is \$745,550, which is \$182,240 under the engineer's estimate. Staff is recommending that a contract for \$745,550 be awarded to Sequel Contractors, Inc., and that a project contingency of 19% or \$143,262 be set aside to complete the proposed improvements.

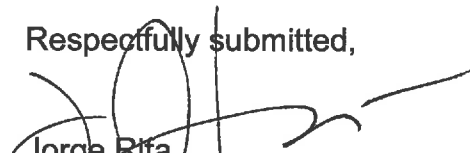
**RELATIONSHIP TO 2012 STRATEGIC GOALS:**

The issue before the Council is applicable to the following Council's strategic goal: *"Improve and maintain infrastructure and beautify our community"* as identified in the 2012 Strategic Plan.

Prepared and recommended by:

Respectfully submitted,

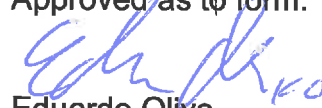
  
 Danilo Batson  
 Assistant Director of Public Services

  
 Jorge Rifa  
 City Administrator

Fiscal impact reviewed by:

Approved as to form:

  
 Vilko Domic  
 Director of Finance

  
 Eduardo Olivo  
 City Attorney

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING A STANDARD CONTRACT WITH SEQUEL  
CONTRACTORS, INC., FOR CITY PROJECT NO. 1209 BRISTOW PARK  
NEIGHBORHOOD STREET REHABILITATION PROJECT

WHEREAS, on June 19, 2012, as part of the Fiscal Year 2012/13 Capital Improvement Program Budget, the City Council allocated \$1,000,000 for the design and rehabilitation of streets in the Bristow Park neighborhood areas; and

WHEREAS, on January 15, 2013, the City Council approved the Plans and Specifications for City Project No. 1209 Bristow Park Neighborhood Street Rehabilitation Project and the Notice Inviting Sealed Bids; and

WHEREAS, Sequel Contractors, Inc., submitted the lowest bid.

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

Section 1. The Standard Contract between the City of Commerce and Sequel Contractors, Inc., is hereby accepted.

Section 2. A project contingency is hereby established in order to complete all required and necessary work in the amount of \$143,282.

Section 3. The Mayor is hereby authorized to execute the contract for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of March 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk

**CITY OF COMMERCE STANDARD CONTRACT**

**STANDARD CONTRACT 1209  
BRISTOW PARK NEIGHBORHOOD STREET REHABILITATION PROJECT  
(CDBG PROJECT NO. 610357-09 & 610399-11)  
IN THE CITY OF COMMERCE**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between the **CITY OF COMMERCE**, a Municipal corporation, hereinafter called CITY, and **SEQUEL CONTRACTORS, INC.**, hereinafter called CONTRACTOR.

RECITALS

CITY, by its Notice Inviting Bids duly advertised for written bids to be submitted on or before **February 15, 2013 at 3:00 p.m.**, for the following:

**STANDARD CONTRACT 1209  
BRISTOW PARK NEIGHBORHOOD STREET REHABILITATION PROJECT  
(CDBG PROJECT NO. 610357-09 & 610399-11)  
IN THE CITY OF COMMERCE**

hereinafter called PROJECT.

At **3:00 p.m.**, on said date, in the Conference Room of the City of Commerce City Hall, said bids were duly opened.

At its regular meeting held on **March 19, 2013**, the City Council duly accepted the bid of CONTRACTOR for said PROJECT for being the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR. NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

**ARTICLE I**

The contract documents for the PROJECT shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR'S Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, insurance certificates, permits, notices, and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the rights and obligations of CITY and CONTRACTOR are fully set forth and described in the Contract Documents.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The

documents comprising the complete contract are hereinafter referred to as CONTRACT DOCUMENTS and are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

#### **ARTICLE II**

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

#### **ARTICLE III**

CONTRACTOR hereby agrees to receive and accept the total amount of SEVEN HUNDRED FORTY-FIVE THOUSANDS FIVE HUNDRED FIFTY DOLLARS (\$745,550), which is based on performing all of the bid quantities shown on Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. The final total amount to be paid to the CONTRACTOR shall be based on actual bid quantities completed. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of Article XII herein have been met.

#### **ARTICLE IV**

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

#### **ARTICLE V**

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to said CONTRACTOR by the CITY and shall complete work on the PROJECT within the time schedule specified in the specifications.

#### **ARTICLE VI**

CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any Contractor's subcontractor, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.

In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights, which pertain to the resolution of disputes and protests between the parties.

#### **ARTICLE VII**

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the Contractor's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided:

- (1) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the aforesaid hold-harmless agreement because of the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this Agreement.
- (2) That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleges to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

#### **ARTICLE VIII**

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract and upon the payment of all labor and materials furnished in connection with this contract.

#### **ARTICLE IX**

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) **COMPENSATION INSURANCE.** CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor's similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor's to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) **COMPREHENSIVE GENERAL LIABILITY, PRODUCTS / COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE.** CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect the CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any

subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR or any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor's, and the amounts of such insurance shall be as follows:

- Public Liability and Property Damage Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- or GENERAL AGGREGATE LIABILITY in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

A combined single limit policy with aggregate limits in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

(c) **PROOF OF INSURANCE.** The City of Commerce shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of this contract. Such insurance shall be primary and noncontributory with any other insurance maintained by the City of Commerce

(d) **NOTICE TO COMMENCE WORK.** The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (c) of this article.

#### **ARTICLE X**

If any dispute shall arise concerning this Agreement, the prevailing party shall be entitled to attorney fees.

#### **ARTICLE XI**

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be

presumed to be the amount of the damages sustained by the CITY in the event of such a breach. The parties therefore agree that in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of Eight-hundred dollars (\$800) shall be presumed to be the amount of damages suffered by the CITY for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of Eight-hundred dollars (\$800) as liquidated damages for each day of delay in the starting and/or completion and acceptance of said PROJECT beyond the date specified in the CONTRACT DOCUMENTS. Any and all such liquidated damage assessed shall be done so in accordance with that certain edition of the Specification for Public Works Construction, currently in effect as of the date of this Agreement.

#### **ARTICLE XII**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Requirements related to employment and labor relations.

#### **ARTICLE XIII**

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Manager shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

#### **ARTICLE XIV**

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto.

#### **ARTICLE XV**

The provisions of this agreement are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

#### **ARTICLE XVI**

If either party to this agreement is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this agreement, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees. Attorney's fees shall include reasonable costs for investigating such action conducting discovery and all other necessary cost the court allows, which are incurred in such litigation.

The provisions of this agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.



IN WITNESS WHEREOF the parties hereto have caused this contract to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF COMMERCE, a Municipal corporation

Signed by: \_\_\_\_\_

ATTEST:

Signed by: \_\_\_\_\_  
Linda Olivieri, MMC  
City Clerk

CONTRACTOR

Signed by:  \_\_\_\_\_  
Thomas S. Pack, President

APPROVED AS TO FORM:

Signed by:  \_\_\_\_\_  
Eduardo Olivo, City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On 03/06/13 before me, Daniel Bustamante, Notary Public  
Date Here Insert Name and Title of the Officer

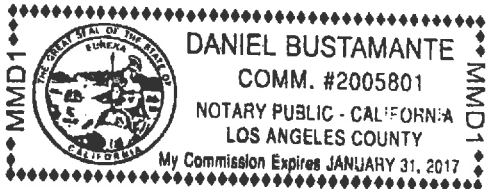
personally appeared Thomas S. Pack  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Daniel Bustamante  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

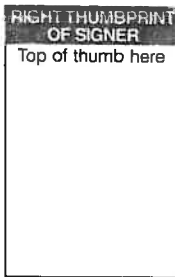
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



# AGENDA REPORT

Meeting Date: March 19, 2013

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** REQUEST FOR FUNDING TO REPAIR THE BRISTOW PARK SPRAY POOL AND THE BRENDA VILLA AQUACTIC CENTER POOL DECK

**RECOMMENDATION:**

Staff is recommending that Council allocate the unencumbered balance of \$53,000 from the FY 2012/2013 CIP budget to repair the Bristow spray pool and Brenda Villa Aquatic Center pool deck. The Bristow Park spray pool is in need of a new safety texture coating for the outer deck and concrete benches surrounding the pool. The pool deck in the Brenda Villa Aquatic Center has become a slip hazard and is in need of concrete diamond stamping that will provide a much safer walking surface for patrons.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

At a recent Council meeting, the Parks and Recreation Department was asked to renovate the Bristow Park spray pool by adding a new texture coating to the deck area. This is similar to the repairs that were completed at the Bandini Spray Pool, last year. The cost for this project is approximately \$14,000.

At the Brenda Villa Aquatic Center, the Parks and Recreation Department would like to utilize a floor scoring process, which improves traction and reduces the risk of slips and falls, especially on wet floors. This process is extremely effective when installed on concrete. The cost for this project is approximately \$39,000.

**ANALYSIS:**

The Department would like to proceed with the same process at the Bristow Park spray pool that was employed Bandini Park Spray pool , which includes removing the old coating and applying a non-slip texture coating to the surface of the perimeter of the pool area.

At the Brenda Villa Aquatic Center, the Department would like to proceed with a concrete stamping process that provides a permanent slip resistant floor surface to the existing concrete deck.

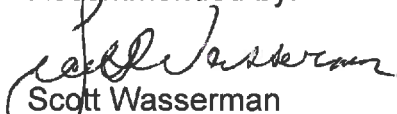
**FISCAL IMPACT:**

The funds needed to complete both projects will be approximately \$53,000 (\$14,000 for Bristow Park spray pool and \$39,000 for BVAC). This funding will come from an unencumbered balance from the approved the FY 2012/13 Capital Improvement Budget. Given that we are 9 months into the current fiscal year FY 2012/2013, use of the \$53,000 in unencumbered CIP funds at this juncture is an appropriate expenditure for this needed repair.

**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda item relates to Strategic Goal #1: Develop Citywide Plan to enhance and maintain the City of Commerce environment and infrastructure to create livability and quality of life for those who life, work and play in the community.

Recommended by:

  
Scott Wasserman  
Director of Parks and Recreation

Respectfully submitted,

  
Jorge Rifá  
City Administrator

Reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to Form:

  
Eduardo Olivo  
City Attorney